



Contact Information:
WFG National Title Insurance Company
370 Diablo Road, Suite 105
Danville, CA 94526
Phone: (925) 263-9159
Fax:
E-mail: dlungu@wfgtitle.com

PRELIMINARY REPORT

Escrow Officer: Denell Lungu

WFG National Title Insurance Company
370 Diablo Road, Suite 105
Danville, CA 94526
Phone: (925) 263-9159
Email: dlungu@wfgtitle.com

Escrow Officer: Denell Lungu

Order No.: 24-121053

Property Address:
191 Montair Drive
Danville, CA 94526

APN: 199-190-002-6

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception below 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 Exhibit A, attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policies of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

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

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

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

Dated as of: **March 4, 2024 at 7:30 am**

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

ALTA® Homeowner's (07-01-21)

ALTA® Ext Loan Policy (07-01-21)

Issued by WFG National Title Insurance Company

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

A Fee as to Parcel One and An Easement as to Parcel Two, Three and Four

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

Franklin G. Ballard, Trustee of the Franklin G. Ballard Revocable Trust utd dated July 6, 2004

[view image](#)

The land referred to in this report is situated in the State of California, County of Contra Costa, and is described as follows:

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

EXHIBIT "A" LEGAL DESCRIPTION

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

PARCEL ONE:

PORTION OF THE TRACT OF LAND DESIGNATED ON THE MAP ENTITLED "MAP OF PROPERTY BELONGING TO THE GERMAN SAVINGS AND LOAN SOCIETY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON MARCH 31, 1900 IN [BOOK E OF MAPS, AT PAGE 94](#), BEING A PORTION OF THE RANCHO SAN RAMON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWEST LINE OF THE 199.98 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM KELLY REALTY COMPANY TO F. K. HUSTON, DATED MAY 6, 1926 AND RECORDED MAY 7, 1926 IN [BOOK 28 OF OFFICIAL RECORDS, AT PAGE 444](#), AT THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM GEORGE H. JOVIK TO DAVID E. JACKSON, ET UX, DATED APRIL 27, 1955 AND RECORDED JUNE 7, 1955 IN [BOOK 2547 OF OFFICIAL RECORDS, AT PAGE 491](#); THENCE FROM SAID POINT OF BEGINNING, NORTH 29°18'40" WEST, ALONG THE NORTHEAST LINE OF SAID JACKSON PARCEL ([2547 OFFICIAL RECORDS 491](#)), 175.87 FEET TO THE SOUTHEAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM GEORGE H. JOVIK TO EMITT M. SAMON, ET UX, DATED MARCH 23, 1949 AND RECORDED APRIL 21, 1949 IN [BOOK 1373 OF OFFICIAL RECORDS, AT PAGE 19](#); THENCE ALONG THE SOUTHEAST AND NORTHEAST LINES OF SAID SAMON PARCEL (1373 OFFICIAL RECORDS 19), NORTH 57°31'30" EAST, 10 FEET AND NORTH 29°18'40" WEST, 178.17 FEET TO THE SOUTHEAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM GEORGE H. JOVICK TO LESLIE E. FERGUSON, ET UX, DATED NOVEMBER 17, 1947 AND RECORDED DECEMBER 15, 1947 IN [BOOK 1158 OF OFFICIAL RECORDS, AT PAGE 67](#); THENCE ALONG THE SOUTHEAST AND NORTHEAST LINES OF SAID FERGUSON PARCEL (1158 OFFICIAL RECORDS 67), NORTH 61°12' EAST, 36.78 FEET AND NORTH 29°18'40" WEST, 235.18 FEET TO THE MOST NORTHERLY CORNER THEREOF, BEING IN THE CENTER LINE OF A 40 FEET IN WIDTH PRIVATE ROAD; THENCE NORTH 81°11' EAST, ALONG SAID CENTER LINE, 26.70 FEET TO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM GEORGE H. JOVICK TO CHARLES W. ROACH, ET UX, DATED MAY 18, 1956 AND RECORDED JUNE 4, 1956 IN [BOOK 2779 OF OFFICIAL RECORDS, AT PAGE 487](#); THENCE ALONG THE SOUTHWEST AND SOUTH LINES OF SAID ROACH PARCEL (2779 OFFICIAL RECORDS 487), SOUTH 29°18'40" EAST, 275 FEET AND NORTH 82°37'20" EAST, 139.64 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 42°31'20" EAST, 197.85 FEET TO THE NORTHWEST LINE OF SAID 199.98 ACRE PARCEL (28 OFFICIAL RECORDS, 444); THENCE SOUTH 46° 56' 24" WEST, ALONG SAID SOUTHWEST LINE, 253.79 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

"A RIGHT-OF-WAY (NOT TO BE EXCLUSIVE)", CREATED IN REFERENCE TO PARCEL ONE ABOVE IN THE DEED FROM GEORGE H. JOVICK TO LESLIE E. FERGUSON, ET UX, DATED NOVEMBER 17, 1947 AND RECORDED DECEMBER 15, 1947 IN [BOOK 1158 OF OFFICIAL RECORDS, AT PAGE 67](#), "FOR WATER, GAS, OIL AND SEWER PIPE LINES AND/OR TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO SAID LINES", STRIP OF LAND 10 FEET IN CARRY OVER A WIDTH, THE CENTER LINE OF WHICH IS PARALLEL WITH AND 20 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE SOUTHEAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN SAID DEED TO FERGUSON ([1158 OFFICIAL RECORDS 67](#)), AND EXTENDS FROM THE WEST LINE TO THE NORTHEAST LINE OF SAID FERGUSON PARCEL.

PARCEL THREE:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE)", CREATED IN REFERENCE TO 41 PARCEL ONE ABOVE IN THE DEED FROM GEORGE H. JOVICK TO LESLIE E.

FERGUSON, ET DATED NOVEMBER 17, 1947 AND RECORDED DECEMBER 15, 1947 IN [BOOK 1158 OF OFFICIAL RECORDS, AT 67](#), "FOR PAGE WATER, OIL AND PIPE LINES, AND FOR TELEPHONE, ELECTRIC GAS, SEWER LIGHT AND POWER LINES, TOGETHER WITH THE POLES NECESSARY OR CONDUITS TO CARRY SAID LINES", OVER A STRIP OF LAND 10 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN SAID DEED TO FERGUSON ([1158 OFFICIAL RECORDS 67](#)), DISTANT THEREON SOUTH 81° 11" WEST, 29.20 FEET FROM THE MOST NORTHERLY THEREOF; THENCE FROM SAID POINT OF BEGINNING, CORNER SOUTHEASTERLY IN DIRECT LINE TO THE SOUTHEAST LINE OF SAID A FERGUSON PARCEL ([1158 OFFICIAL RECORDS 67](#)), DISTANT THEREON SOUTH 61° 12" WEST, 15 FEET FROM THE MOST EASTERLY THEREOF. CORNER THEREOF.

PARCEL FOUR:

THE RIGHT OF WAY GRANTED IN THE DEED FROM GEORGE H. JOVICK TO GEORGE E. ELLIS, ET DATED NOVEMBER 15, 1956 AND RECORDED UX, DECEMBER 5, 1956 ([2892 OFFICIAL RECORDS 341, SERIES NO. 76116](#)) AS FOLLOWS:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) APPURTENANCE TO PARCEL AS AN ONE ABOVE, FOR ROADWAY FOR VEHICLES OF ALL KINDS, USE AS A PEDESTRIANS AND ANIMALS, FOR WATER, OIL AND PIPE GAS, SEWER LINES, AND FOR TELEPHONE, ELECTRIC LIGHT AND LINES, POWER TOGETHER WITH THE NECESSARY POLES CONDUITS THE FOLLOWING OR OVER DESCRIBED STRIPS OF LAND:

(A) THE 40 FEET IN WIDTH STRIP OF LAND DESCRIBED IN PARCEL TWO IN THE DEED FROM GEORGE H. JOVICK TO CLAUDE G. ANDREASEN, ET DATED FEBRUARY 17, 1947 AND RECORDED APRIL 14, 1947 IN UX, [BOOK 1113 OF OFFICIAL RECORDS, AT PAGE 553](#).

(B) THE 40 FEET IN WIDTH STRIP OF LAND DESCRIBED IN PARCEL TWO IN THE DEED FROM GEORGE H. JOVICK TO STANLEY E. SEAGREN, ET UX, DATED JUNE 23, 1948 AND RECORDED JULY 12, 1948 IN [BOOK 1220 OF OFFICIAL RECORDS, AT PAGE 198](#).

(C) THE 40 FEET IN WIDTH STRIP OF LAND DESCRIBED IN PARCEL TWO IN THE DEED FROM GEORGE H. JOVICK TO JAMES HERBERT DALEY, ET UX, DATED JUNE 26, 1947 AND RECORDED JANUARY 5, 1948 IN [BOOK 1163 OF OFFICIAL RECORDS, AT PAGE 352](#).

(D) THE 40 FEET IN WIDTH STRIP OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM GEORGE H. JOVICK TO GORDON D. LIVINGSTON, ET DATED JUNE 20, 1947 AND RECORDED DECEMBER 2, 1947 IN UX, [BOOK 1154 OF OFFICIAL RECORDS, AT PAGE 121](#).

(E) THE 40 FEET IN WIDTH STRIP OF LAND DESCRIBED IN THE DEED FROM GEORGE H. JOVICK TO CLYDE E. BIRD, ET UX, DATED JUNE 20, 1947 AND RECORDED AUGUST 28, 1947 IN [BOOK 1123 OF OFFICIAL RECORDS, AT PAGE 382](#).

APN: 199-190-002-6

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

1a. General and special taxes and assessments for the fiscal year 2024 - 2025, a lien not yet due or payable.

1b. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2023 - 2024:

1st Installment: \$2,944.99, Paid
 2nd Installment: \$2,944.99, Paid
 APN.: 199-190-002-6 [View Taxes](#)
 Code Area: 16-006

The above includes a homeowner's exemption.

1c. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

1d. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.

1e. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.

2. An easement for Access for specific purposes and rights incidental thereto, as shown or as offered for dedication on the recorded Map of [Said Tract](#).

3. Covenants, conditions, restrictions and easements in the document recorded on April 14, 1947, as [Book 1078, Page 163](#), of Official Records.

Montair Property Owner's Association

Document(s) declaring modifications thereof recorded on May 3, 1976, as Instrument No. [1976-46711](#), of Official Records.

Document(s) declaring modifications thereof recorded on January 22, 1987, as [Book 13401, Page 666](#), of Official Records.

Document(s) declaring modifications thereof recorded on April 14, 2010, as Instrument No. [2010-0073964](#), of Official Records.

4. An easement for Roadway and utilities and rights incidental thereto, as set forth in a document recorded on December 15, 1947, as [Book 1158, Page 67](#), of Official Records.

Reference is hereby made to said document for full particulars.

5. An easement for Sewer pipelines and rights incidental thereto, as set forth in a document recorded on May 12, 1965, as [Book 4866, Page 373](#), of Official Records.

Reference is hereby made to said document for full particulars.

6. An easement for Right of way and rights incidental thereto, as set forth in a document recorded on April 12, 1949, as [Book 1373, Page 19](#), of Official Records.

Reference is hereby made to said document for full particulars.

7. An easement for Roadway and public utilities and rights incidental thereto, as set forth in a document recorded on June 7, 1955, as [Book 2547, Page 491](#), of Official Records.

Reference is hereby made to said document for full particulars.

8. The terms, conditions and provisions contained in the document entitled Easement Agreement, recorded on December 1, 1981, as [Book 10593, Page 1, Serial Number 1981-155467](#), Official Records.

Reference is hereby made to said document for full particulars.

9. Please be advised that our search did not disclose any open deeds of trust of record. Please see the attached Affidavit of no mortgage or deed of trust to be executed and returned prior to closing. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
10. Rights or claims of parties in possession.

END OF EXCEPTIONS

REQUIREMENTS

Req. No. 1. Statements of information from all parties to the transaction are NOT required.

Req. No. 2. With respect to the following entity:

Franklin G. Ballard Revocable Trust utd dated July 6, 2004

If the title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require the following:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
3. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.
- Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- Note 11: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.
- Note 12: This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement forms 100, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference
Single Family Residence

known as

191 Montair Drive, City of Danville, County of Contra Costa, California

- Note 13: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None of Record

Exhibit One (Rev. 02-04-22)**CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE****CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE LOAN POLICY [(02-04-22) v. 01.00]****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 11, 13, or 14); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. 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 IA

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.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY [(02-04-22) v. 01.00]

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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) V. 01.00]
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

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% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

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

EXCLUSIONS

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

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

- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA Loan Policy [(07-01-2021) v. 01.00]

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 11, 13, or 14); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Loan 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 numbers 1 through 6.

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 but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]

[7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

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

NOTE: The 2006 ALTA Loan 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 numbers 1 through 6.

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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:

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 but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

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

ALTA Owner's Policy [(07-01-2021) v. 01.00]

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.

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 below as numbers 1 through 6

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:

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

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.

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 numbers 1 through 6

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:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]

[7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY OF TITLE INSURANCE—ASSESSMENTS
PRIORITY
[2021 01.00 (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.b. does not modify or limit the coverage provided under Covered Risk 5, 6, 12.c., 12.d., 13, or 15.
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 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law. Exclusion 5 does not modify or limit the coverage provided in Covered Risk 25.
6. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the Title. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 10.

7. The failure of the residential structure, or any portion of it, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 7 does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 26.b.
9. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
10. Negligence by a person or an Entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
11. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 11 does not modify or limit the coverage provided under Covered Risk 10.b. or 24.
12. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for

the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Disclosure to Consumer of Available Discounts Pursuant to California Code of Regulations Section 2355.3

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

Group Title Discount Program	Disaster Loan
Investor Rates	Refinance Lender Special Rates 1, 2, 3
Combined Title and Escrow Services	Limited Escrow Rates
First Time Buyer(s)	Home Equity Escrow Rate
Senior Citizen Rate	Consumer Direct Rates
U.S. Military Rate	

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.

STATEMENT OF INFORMATION

**CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: 24-121053, ESCROW NO.: 24-121053 AND
PROPERTY ADDRESS: 191 MONTAIR DRIVE, DANVILLE, CA 94526**

1. **IMPROVEMENTS:** ☐ NONE/VACANT LAND ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL
2. **OCCUPIED BY:** ☐ OWNER ☐ TENANTS
3. **CONSTRUCTION WITHIN LAST 6 MONTHS?** ☐ YES ☐ NO
IF YES, INDICATE WORK DONE: _____

PARTY 1

FIRST _____ MIDDLE ☐ NONE _____ LAST _____

FORMER LAST NAME(S), IF ANY _____

BIRTHPLACE _____ BIRTH DATE _____

SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____

PARTY 2

FIRST _____ MIDDLE ☐ NONE _____ LAST _____

FORMER LAST NAME(S), IF ANY _____

BIRTHPLACE _____ BIRTH DATE _____

SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE _____

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER _____

MARRIAGE

☐ SINGLE ☐ MARRIED ☐ UNMARRIED DATE OF MARRIAGE/DIVORCE: _____

PARTY 1

RESIDENCES FOR LAST 10 YEARS

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NUMBER OF YEARS _____

OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NUMBER OF YEARS _____

PARTY 2

RESIDENCES FOR LAST 10 YEARS

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

ADDRESS _____ CITY _____ STATE _____ FROM (DATE) TO (DATE) _____

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NUMBER OF YEARS _____

OCCUPATION _____ FIRM NAME _____ ADDRESS _____ NUMBER OF YEARS _____

THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON _____ (DATE), **AT** _____ (CITY).

BY _____ **BY** _____

HOME TELEPHONE: _____ **HOME TELEPHONE** _____

BUSINESS TELEPHONE _____ **BUSINESS TELEPHONE** _____

EMAIL _____ **EMAIL** _____



THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for Himself and/or Herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of **WFG National Title Insurance Company**, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property.

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

TITLE ORDER: 24-121053

PROPERTY ADDRESS: 191 Montair Drive, Danville, CA 94526

SELLER(S):

Franklin G Ballard

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 CALIFORNIA

COUNTY OF _____

} SS.

On _____, before me, _____, Notary Public, personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary

(This area for official notarial seal)

ORDER NO. 24-121053

**CERTIFICATION OF TRUST
(PURSUANT TO CALIFORNIA PROBATE CODE 18100.5)**

THE UNDERSIGNED, BEING ALL OF THE CURRENTLY ACTING TRUSTEES OF THE TRUST, BEING OF LAWFUL AGES, HEREBY DECLARE THE FOLLOWING TO BE TRUE AND CORRECT:

1. THE TRUST KNOWN AS _____,
EXECUTED ON _____, IS A VALID AND EXISTING TRUST.
2. THE NAMES AND ADDRESSES OF ALL OF THE SETTLORS (PERSONS WHO CREATED THE TRUST) ARE:

3. THE NAMES AND ADDRESSES OF ALL OF THE TRUSTEES OF THE TRUST ARE:

TAX I.D. NO. _____

4. THE TRUST IS _____
(REVOCABLE/IRREVOCABLE)

5. THE TRUST HAS NOT BEEN REVOKED, MODIFIED OR AMENDED IN ANY MANNER WHICH WOULD CAUSE THE REPRESENTATIONS CONTAINED HEREIN TO BE INCORRECT.

THIS CERTIFICATION IS EXECUTED BY ALL OF THE CURRENTLY ACTING TRUSTEES OF THE TRUST PURSUANT TO SECTION 18100.5 OF THE PROBATE CODE.

DATED: _____

BY: _____ BY: _____

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 CALIFORNIA

} SS.

COUNTY

OF _____

On _____, before me, _____, a Notary Public, personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

OWNER'S AFFIDAVIT

State of _____

Escrow No.: 24-121053

County of _____ }

The undersigned, first being duly sworn, deposes and says:

- 1) That they are the owner of that certain real property commonly known as :

191 Montair Drive, Danville, CA 94526

[complete street address or addresses]

located in the County of Contra Costa described in your Preliminary Report No. 24-121053.

That the land is lawfully improved by a:

- | | |
|--|---|
| <input type="checkbox"/> Single family residence | <input type="checkbox"/> a one-to-four family residence. |
| <input type="checkbox"/> Apartment building | <input type="checkbox"/> Office building |
| <input type="checkbox"/> Commercial building | <input type="checkbox"/> Combination office and commercial building |
| <input type="checkbox"/> Industrial building | |
| <input type="checkbox"/> _____ | |

- 2) That there is actual pedestrian and vehicular access to and from said land, except for: _____

- 3) That there have been no repairs, work of improvement or materials furnished to the premises within the last ninety (90) days except:

That the work of improvement or repairs, if any:

- ☐ Started on _____
- ☐ Was completed on _____
- ☐ Will be completed on _____

- 4) There are no unpaid bills for labor or material because of any improvements or repairs made to the above premises, for homeowners association dues, or for taxes or assessments, except _____

- 5) That there is no one in possession of or has access to the premises other than:

- ☐ The undersigned
- ☐ Tenants based only on month-to-month rental agreements
- ☐ Lessees based upon existing leases, copies of which are attached hereto
- ☐ _____

- 6) That no person(s) other than those mentioned above have any rights, easements, licenses, or agreements allowing them to use, encroach on, or travel over said real property, except _____

(Enter "None" if such is true)

- 7) That to our knowledge there are no existing violation of city or county ordinances regulating the use of this land, nor any existing dispute with adjoining owners, their tenants or a homeowners association over the boundaries or use of this land, except _

- 8) That this Affidavit is given for the purpose of inducing WFG National Title Insurance Company to issue its policy(ies) of title insurance which may provide coverage as to the items mentioned above and that the statements made herein are true and correct of my/our own knowledge.

- 9) That the undersigned has not received any notice of a supplemental tax bill, except _____

- 10) As of the date hereof, the subject property is habitable and has not been damaged or destroyed by natural or man-made causes. _____/_____ (initial to agree/confirm).

- 11) That said affiant(s) further certify(ies) and declare(s) that they will testify or depose before any competent tribunal, officer, or person in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

Affiant(s), please remember to attach copies.

Dated: _____

Franklin G Ballard

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 CALIFORNIA

ss.

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.

Notary Public Signature



Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities ("Do Not Track"), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG's privacy notice or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE
SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

Mail-In Form		
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.	
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.	
	Name	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
	Address	
	City, State, Zip	
	File Number	

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	

RO. SAN RAMON

RECORD OF SURVEY 37 L.S.M. 15 9-17-67

TAX CODE AREA

