

Updated



First American Title™

First American Title Company

California Department of Insurance License No. 2549-4

Title Officer: Matthew Dishman
Phone: (619)231-4631
Fax No.: (866)497-8905
E-Mail: titleunit9@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: TBD
Owner: Norman Mary J TR
Property: 863 W Via Rancho Pkwy
Escondido, CA 92029

PRELIMINARY REPORT

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

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

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

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

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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 February 27, 2025 at 7:30 A.M.

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

To Be Determined

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

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

Mary Joan Norman, Trustee, under Declaration of Trust dated July 30, 1976, as to Parcels 1 and 4
and

Mary Joan Kearns, Trustee under the Mary Joan Norman Trust dated July 30, 1976, as to Parcel 2

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

FEE AS TO PARCELS 1, 2 AND 4, EASEMENT AS TO PARCEL 3

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for POLES, WIRES, ANCHORAGE and incidental purposes, recorded January 17, 1923 in [Book 880 of Deeds, Page 415](#).
In Favor of: SAN DIEGO GAS & ELECTRIC COMPANY
Affects: as described therein

The location of the easement cannot be determined from record information.

4. An easement for CONSTRUCTION AND MAINTENANCE and incidental purposes, recorded February 13, 1935 as [BOOK 373, PAGE 342](#) of Official Records.

In Favor of: THE COUNTY OF SAN DIEGO
Affects: as described therein

The location of the easement cannot be determined from record information.

5. An easement for PUBLIC ROAD and incidental purposes, recorded September 11, 1956 as [BOOK 6250, PAGE 502](#) of Official Records.

In Favor of: THE COUNTY OF SAN DIEGO
Affects: as described therein

The location of the easement cannot be determined from record information.

6. "Covenants, conditions and restrictions in the document recorded March 25, 1960 as INSTRUMENT NO. [61519](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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."

Document(s) declaring modifications thereof recorded July 12, 1961 as INSTRUMENT NO. [118797](#) of Official Records.

7. An easement for ROAD, PUBLIC UTILITY PURPOSES and incidental purposes, recorded March 25, 1960 as INSTRUMENT NO. [61519](#) of Official Records.

In Favor of: EVA MAY FLEET
Affects: as described therein

Document(s) declaring modifications thereof recorded July 12, 1961 as INSTRUMENT NO. [118797](#) of Official Records.

8. An easement for ROAD PURPOSES, FOR SEWER, WATER, GAS, POWER, TELEPHONE LINES and incidental purposes, recorded March 03, 1962 as INSTRUMENT NO. [42088](#) of Official Records.

In Favor of: WALTER E. HOONEY AND CAROLE H. HOONEY, HUSBAND AND WIFE AS JOINT TENANTS
Affects: as described therein

9. The terms and provisions contained in the document entitled "GRANT DEED" recorded December 05, 1963 as INSTRUMENT NOS. [215873](#) AND [215874](#) BOTH, of Official Records.

10. The effect of a deed executed by EVA MAY FLEET AND REUBEN H. FLEET to RICHARD T. NORMAN AND MARY JOAN NORMAN, AS COMMUNITY PROPERTY, recorded August 29, 1969 as INSTRUMENT NO. [160012](#) of Official Records .

At the date of recording of the document, the grantor had no record interest in the land.

(Affects PARCELS 1 AND 2)

11. An easement for POLES, WIRES and incidental purposes, recorded November 10, 1969 as INSTRUMENT NO. [206142](#) of Official Records.

In Favor of: THE SAN DIEGO GAS AND ELECTRIC COMPANY
Affects: as described therein

12. An easement for POLES, WIRES and incidental purposes, recorded November 10, 1969 as INSTRUMENT NO. [206143](#) of Official Records.

In Favor of: THE SAN DIEGO GAS AND ELECTRIC COMPANY
Affects: as described therein

13. An easement for PRIVILEGE OF PLACING, CONSTRUCTING, REPAIRING, REPLACING, CHANGING THE SIZE OF MAINTAINING AND USING A LINE OF PIPE AND ALL NECESSARY AND PROPER FIXTURES AND EQUIPMENT FOR USE IN CONNECTION THEREWITH FOR THE TRANSMISSION AND DISTRIBUTION OF GAS AND FOR ALL PURPOSES CONNECTED THEREWITH, UPON ALONG AND UNDER THE HEREINAFTER DESCRIBED RIGHT OF WAY, AT SUCH LOCATION AND ELEVATION AS GRANTEE MAY NOW OR HEREAFTER DEEM CONVENIENT AND NECESSARY AT ANY TIME OR FROM TIME TO TIME TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM and incidental purposes, recorded November 10, 1969 as INSTRUMENT NO. [206159](#) of Official Records.

In Favor of: SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION
Affects: as described therein

14. The effect of a deed executed by EVA M. WISEMAN AND REUBEN H. FLEET to RICHARD T, NORMAN AND JOAN NORMAN, AS COMMUNITY PROPERTY, recorded December 17, 1969 as INSTRUMENT NO. [229321](#) of Official Records .

At the date of recording of the document, the grantor had no record interest in the land.

(Affects PARCELS 1 AND 2)

15. An easement for RIGHT OF WAY and incidental purposes in the document recorded December 01, 1971 as INSTRUMENT NO. [279445](#) of Official Records.

The location of the easement cannot be determined from record information.

16. An easement for TO CONSTRUCT, PLACE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE AND REMOVE SUCH AERIAL AND UNDERGROUND COMMUNICATION STRUCTURES AS GRANTEE MAY FROM TIME TO TIME REQUIRE, CONSISTING OF POLES, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, PEDESTALS, MARKERS AND NECESSARY FIXTURES AND APPURTENANCES and incidental purposes, recorded March 21, 1978 as INSTRUMENT NO. [78-110451](#) of Official Records.

In Favor of: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION
Affects: as described therein

17. A deed of trust to secure an original indebtedness of \$97,900.00 recorded July 06, 2021 as INSTRUMENT NO. [2021-0483951](#) of Official Records.

Dated: January 01, 2021
Trustor: MARY JOAN KEARNS, AN UNMARRIED WOMAN
Trustee: HEATHER LOVIER
Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS"), as
Nominee for
Lender: QUICKEN LOANS, LLC

(Affects PARCEL 2)

18. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as RICHARD T. NORMAN. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
19. Any right, title or interest of the spouse (if any) of MARY JOAN NORMAN.
- (Affects PARCELS 1 AND 4)
20. Any easements and/or servitudes affecting easement parcel(s) 3 herein described.
21. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
22. Water rights, claims or title to water, whether or not shown by the Public Records.
23. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
24. Rights of parties in possession.
25. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
26. **An [Owner's Certification](#) must be completed, executed, and returned to the Company.**

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

27. A deed from the spouse (if any) of MARY JOAN NORMAN be recorded in the public records, or the joinder of the spouse named herein on any conveyance, encumbrance or lease to be executed by said married person.
- The deed should contain the following statement:
"It is the express intent of the grantor, being the spouse of the grantee, to convey all right, title and interest of the grantor, community or otherwise, in and to the herein described property to the grantee as his/her sole and separate property."

(Affects PARCELS 1 AND 4)

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

INFORMATIONAL NOTES

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

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$102.47, PAID
Penalty:	\$0.00
Second Installment:	\$102.47, PAID
Penalty:	\$0.00
Tax Rate Area:	74125
A. P. No.:	270-261-26-00

(Affects PARCEL 1)

2. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$864.56, PAID
Penalty:	\$0.00
Second Installment:	\$864.56, PAID
Penalty:	\$0.00
Tax Rate Area:	74125
A. P. No.:	270-261-27-00

(Affects PARCEL 2)

3. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$55.39, PAID
Penalty:	\$0.00
Second Installment:	\$55.39, PAID
Penalty:	\$0.00
Tax Rate Area:	74125
A. P. No.:	270-261-28-00

(Affects PARCEL 4)

4. 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 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) SINGLE FAMILY RESIDENCE known as 863 W VIA RANCHO PKWY, ESCONDIDO, CA 92029.

(Affects PARCEL 2)

5. The property covered by this report is vacant land.

(Affects PARCELS 1 AND 4)

6. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

(Affects PARCELS 1 AND 4)

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

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

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

PARCEL 1: (APN: 270-261-26-00)

That portion of the Oaks Tract of Rancho San Bernardo, in the County of San Diego, State of California, according to Map thereof No. [1415](#), filed in the office of the County Recorder of said County, February 8, 1912, described as follows:

Beginning at a point in the Northerly line of the land conveyed to Zenus Sikes, by Deed from Charles A. Wetmore, et al., dated March 30, 1869 and recorded in [Book 5, Page 261](#) of Deeds, Records of San Diego County, from whence a concrete monument on the west line of Rancho San Bernardo at the Northwest corner of said Sikes Tract bears North 84°01'15" West Record North 84°04'30" West 5841.90 feet; thence along the Southerly line of said Oaks Tract, South 84°04'30" East 617.42 feet to the Southeasterly corner of the land described in Deed to Angelo J. Musante, recorded July 12, 1961 as Instrument No. [118799](#) of Official Records; thence along the Easterly line of said land North 0°48'40" East 100.00 feet to an angle point therein thence continuing along the boundary of said land North 72°53'30" West 236.22 feet to the true point of beginning; thence continuing North 72°53'30" West 180.34 feet; thence North 5°52'50" East 226.44 feet to the point of the Westerly line of that parcel of land described in Deed to Albert H. Reinert and Violet N. Reinert, recorded July 27, 1962 as Instrument No. [127841](#) of Official Records of said County, said point bearing South 5°52'50" West 15.35 feet from the most Westerly angle point of said Reinert land; thence leaving said Westerly line South 42°58'45" East 135.84 feet; thence South 58°45'40" East 36.16 feet; thence South 69°12'40" East 68.28 feet to a line which bears North 17°06'30" East 139.17 feet from the true point of beginning; thence South 17°06'30" West 139.17 feet to the true point of beginning.

PARCEL 2: (APN: 270-261-27-00)

That Portion of the Oaks Tract of Rancho San Bernardo, in the County of San Diego, State of California, according to Map thereof No. [1415](#), filed in the office of the County Recorder of said County, February 8, 1912 described as follows:

Commencing at a point in the Northerly line of the land conveyed to Zenus Sikes, by Deed from Charles A. Wetmore, et al., dated March 30, 1869 and recorded in [Book 5, Page 261](#) of Deeds, records of San Diego County, from whence a concrete monument on the West line of the Rancho San Bernardo at the Northwest corner of said Sikes Tract bears North 84°01'15" West (Record North 84°04'30" West) 5841.90 feet; thence along the Southerly line of said Oaks Tracts, South 84°04'30" East 617.42 feet to the Southeasterly corner of the land described in Deed to Angelo J. Musante, recorded July 12, 1961 as Instrument No. [118799](#) of Official Records; thence along the Easterly line of said land North 00°48'40" East 100.00 feet to an angle point therein; thence continuing along the boundary of said land North 72°53'30" West 236.22 feet; thence leaving said boundary North 17°06'30" East 241.51 feet to the true point of beginning; thence North 19°30'40" West 233.69 feet to a point on a 250.00 foot radius curve concave Westerly in the Easterly line of said Musante Land; thence Southwesterly along the boundary of said land and along said curve to an angle point therein; thence along the Easterly boundary of said land South 05°52'50" West 15.35 feet to a point in the Westerly line of that parcel of land described in Deed to Albert H. Reinert and Violet N. Reinert, recorded July 27, 1962 as Instrument No. [127841](#) of Official Records; thence leaving said Westerly line South 42°58'45" East 139.84 feet; thence South 58°45'40" East 36.16 feet; thence South 69°12'40" East 68.28 feet to a line bearing South 17°06'30" West 102.34 feet from the true point of beginning; thence North 17°06'30" East 102.34 feet to the true point of

beginning.

Excepting that portion thereof which lies within a Parcel of land described as follows:

Commencing at the Northeasterly corner of Lot 4 of Quiet Hills Farms, Unit No. 1, according to Map thereof No. [4537](#), filed in the office of the County Recorder of said County; thence along the Easterly boundary of said Unit No. 1, South 00°22'45" East 224.51 feet to the beginning of a tangent curve concave Easterly, having a radius of 180.00 feet; and Southerly along said curve 143.30 feet through an angle of 45°36'48" to the beginning of a reversed 50.22 foot radius curve concave Southerly; thence Westerly along said curve 61.01 feet through an angle of 69°36'27" to the beginning of reversed 300.00 foot radius curve; thence Westerly along said curve 162.60 feet through an angle of 31°03'15" thence South 20°13'55" West 205.49 feet; thence South 39°16'35" West 165.96 feet; thence North 54°04'55" West 145.86 feet; thence South 04°43'55" West 158.41 feet; thence South 52°43'10" West 41.32 feet; thence North 39°24'30" West 84.45 feet to the beginning of a tangent 30.00 foot radius curve concave Southerly; thence Northwesterly Westerly and Southwesterly along said curve through a central angle of 104°33'00" a distance of 54.74 feet to the point of tangency; thence South 36°02'30" West 30.64 feet to the beginning of a tangent 75.00 foot radius curve concave Northwesterly; thence Westerly along said curve through a central angle of 63°07'10" a distance of 82.62 feet to the point of tangency; thence North 80°50'20" West 132.72 feet; thence North 69°12'40" West 235.04 feet; thence North 58°45'40" West 36.16 feet; thence North 42°58'45" West 151.19 feet; thence North 59°57'45" East 12.82 feet to the true point of beginning; thence continuing North 59°57'45" East 58.97 feet; thence South 16°41'00" East 41.00 feet; thence South 63°19'00" West 41.00 feet; thence North 42°58'45" West 38.43 feet to the true point of beginning.

PARCEL 3:

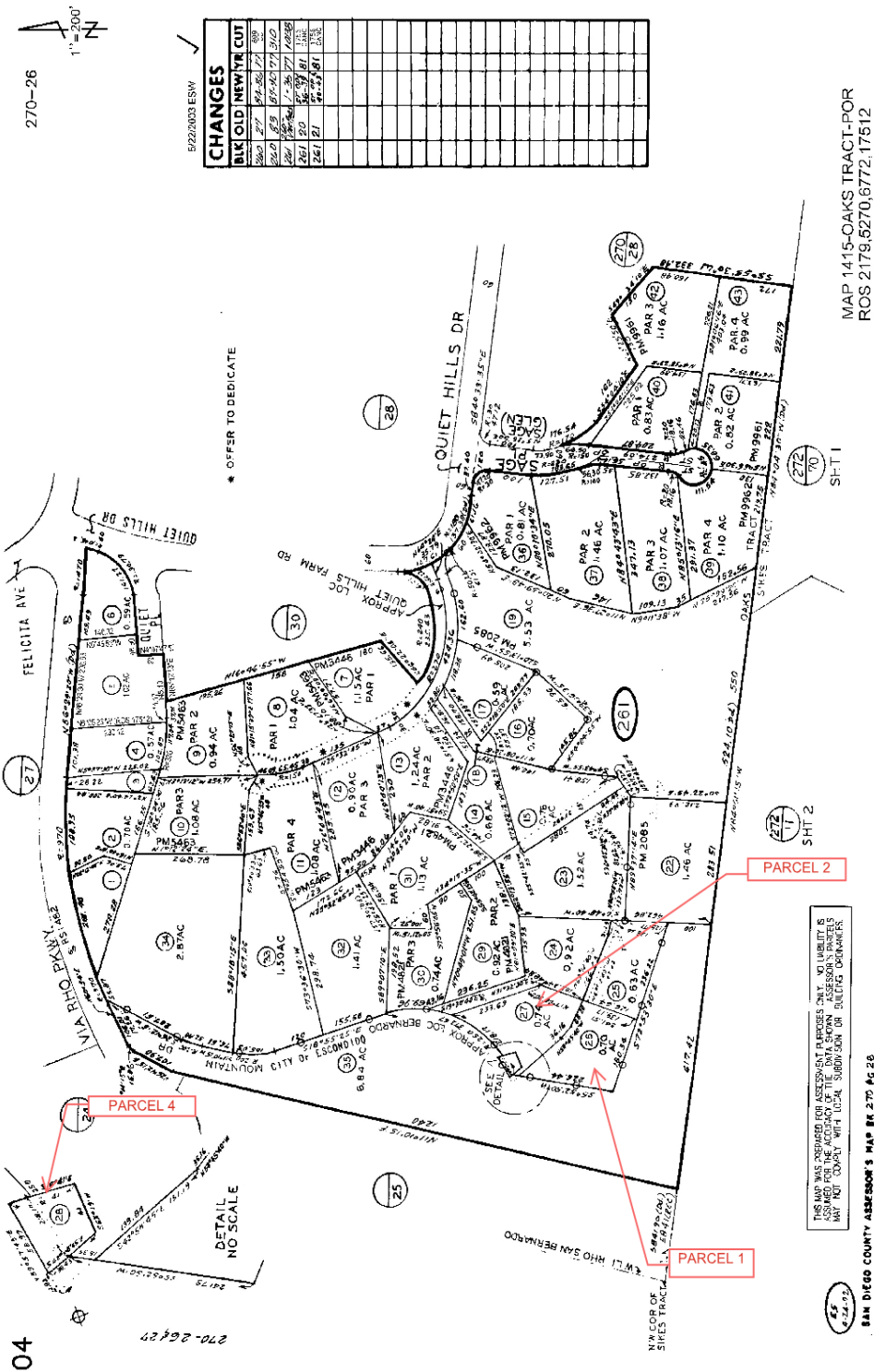
An Easement and right of way for road, sewer, water, gas, power and telephone lines and appurtenances thereto over, under, along and across a strip of land 60.00 feet in width in that portion of the Oaks Tract of Rancho San Bernardo, in the County of San Diego, State of California, according to Map thereof No. [1415](#), filed in the office of the County recorder of said County, February 8, 1912 the Easterly line of said Easement being described as follows:

Beginning at a point in the Northerly line of the land conveyed to Zenus Sikes, by deed from Charles A. Wetmore, et al., dated March 30, 1869 and recorded in [Book 5, Page 261](#) of Deeds, records of said County, from whence a concrete Monument on the West line of the Rancho San Bernardo at the Northwest corner of said Sikes Tract bears North 84°01'15" West (Record North 84°04'30" West) 5841.90 feet; thence North 11°10'15" East (Record North 11°10'00" East) 1240.00 feet; thence North 26°12'15" East (Record North 26°12'00" East) 107.90 feet; thence North 43°14'15" East (Record North 43°14'00" East) 16.06 feet to an intersection with the Southerly line of the certain 60.00 foot County Road, known as Road Survey No. [1482](#); thence along said Southerly line North 60°54'00" East 106.01 feet to the beginning of a tangent 970.00 foot radius curve concave Southerly; thence Easterly along said curve 17.26 feet through an angle of 01°01'11" to the true point of beginning; thence South 26°12'15" West 207.51 feet to the beginning of a tangent 200.00 foot radius curve Easterly; thence Southerly along said curve 52.48 feet through an angle of 15°02'00" thence tangent to said curve South 11°10'15" West, 76.51 feet to the beginning of a tangent 200.00 foot radius curve concave Easterly; thence Southerly along said curve 105.05 feet through an angle of 30°05'40" thence tangent to said curve South 18°55'25" East 275.58 feet to the beginning of a tangent 250.00 foot radius curve concave Westerly; thence Southerly and Southwesterly along said curve 373.67 feet through an angle of 85°38'19" to the end of said easement.

PARCEL 4: (APN: 270-261-28-00)

That portion of the Oaks Tract of Rancho San Bernardo, in the County of San Diego, State of California, according to Map thereof No. 1415, filed in the office of the County Recorder of said County, February 8, 1912, described as follows:

Beginning at the Northeasterly corner of Lot 4 of Quiet Hills Farms, Unit No. 1, according to Map thereof No. 4537, filed in the office of the County Recorder of said County; thence along the Easterly boundary of said Unit No. 1, South 00°22'45" East 224.51 feet to the beginning of a tangent curve concave Easterly, having a radius of 180.00 feet; and Southeasterly along said curve 143.30 feet through an angle of 45°36'48" to the beginning of a reversed 50.22 foot radius curve concave Southerly; thence Westerly along said curve 61.01 feet through an angle of 69°36'27" to the beginning of reversed 300.00 foot radius curve; thence Westerly along said curve 162.60 feet through an angle of 31°03'15" thence South 20°13'55" West 205.49 feet; thence South 39°16'35" West 165.96 feet; thence North 54°04'55" West 145.86 feet; thence South 4°43'55" West 158.41 feet; thence South 52°43'10" West 41.32 feet; thence North 39°24'30" West 84.45 feet to the beginning of a tangent 30.00 foot radius curve concave Southerly; thence Northwesterly Westerly and Southwesterly along said curve through a central angle of 104°33'00" a distance of 54.74 feet to the point of tangency; thence South 36°02'30" West 30.64 feet to the beginning of a tangent 75.00 foot radius curve concave Northwesterly; thence Westerly along said curve through a central angel of 63°07'10" a distance of 82.62 feet to the point of tangency; thence North 80°50'20" West 132.72 feet; thence North 69°12'40" West 235.04 feet; thence North 58°45'40" West 36.16 feet; thence North 42°58'45" West 151.19 feet; thence North 59°57'45" East 12.82 feet to the true point of beginning; thence continuing North 59°57'45" East 58.97 feet; thence South 16°41'00" East 41.00 feet; thence South 63°19'00" West 41.00 feet; thence North 42°58'45" West 38.43 feet to the true point of beginning.



NOTICE

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

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
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 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA 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.

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 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

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. 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.

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 7.

EXCEPTIONS FROM COVERAGE

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

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

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