



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

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

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
330 Tres Pinos Rd., Ste C-2 • Hollister, CA 95023
(831)637-7441 • FAX (831)637-1804

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Mitch O'Brien
Email: mitch.obrien@titlegroup.fntg.com
Title No.: FWPS-2991180608MO

Escrow Officer: Lisa A. Evans
Email: EvansL@CTT.com
Escrow No.: FWPS-2991180608

TO: Nino Real Estate
829 San Benito Street, Ste #100
Hollister, CA 95023
Attn: Jackie McAbee

PROPERTY ADDRESS(ES): Vacant Land off Pacheco Pass, Gilroy, CA

EFFECTIVE DATE: December 13, 2018 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)
ALTA Loan Policy 2006

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

A Fee as to Parcels One, Two-A, Three, Four and Five and an Easement as to Parcels Two-B

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Wyatt A. Bourdet and Lacy M. Bourdet, husband and wife with right of survivorship, as to Parcels One and Two and:

Wyatt Bourdet, a married man as his sole and separate property, as to Parcels Three, Four and Five.

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 898-19-003, 898-19-005, 898-19-029, 898-19-033, 898-19-036, 898-19-037, 898-19-039, 898-19-039, 898-19-043, 898-21-018, 898-21-019, 898-21-020, 898-36-006 and 898-18-026

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

The real property common known as "Harper Canyon Ranch" located in Santa Clara County, California, described as follows:

Beginning at a 4" x 4" post marked F.P.3 and SL4 standing at the Northeasterly corner to said Rancho, being also a corner of the Rancho San Luis Gonzaga, as surveyed by F.P. McCray and running thence South 6° 58' 10" West, 383.25 feet; thence leaving said Rancho line South 2° 00' West, 627.00 feet; thence South 1° 30' West, 1320.00 feet; thence South 3° 07' 20" East, 409.30 feet; thence South 1° 52' 20" East, 772.50 feet; thence South 41° 53' 30" West, 201.70 feet; thence South 28° 06' 10" East, 99.10 feet and South 8° 00' West, 2649.90 feet to a point in the line common to Sections 2 and 11; thence along said common line South 89° 45' West, 266.52 feet to a 4" x 4" post in the Easterly line of the Rancho Ausaymas Y San Felipe at the fractional corner to Sections 2 and 11 Township 11 South, Range 6 East, M.D.B.&M., and running thence along said Easterly Rancho line; thence along the Easterly boundary of said Rancho South 6° 55' 50" West, 5285.02 feet to a 4" x 4" post at the fractional corner to Sections 11 and 14 and Range; thence leaving said Rancho line and running along the boundary of that certain 5526.00 acre tract of land described in Deed from C.N. Hawkins and Helen Hawkins, his wife to Helen Pearl Schulze, dated August 24, 1933 and recorded in Volume 62 at Page 369, Official Records of San Benito County, North 83° 05' West, 3318.71 feet to a 1-1/2 inch iron pipe at corner designated "D-1" in said Deed; thence continuing North 46° 19' 10" West, 7272.60 feet to a 4" x 4" post at corner designated "D-2" in said Deed; thence continuing South 63° 21' West, 3093.42 feet to a 1-1/2 inch iron pipe at the most Easterly corner of that certain tract of land conveyed to Fenton F. O'Connell, as Trustee, by Deed dated November 3, 1971 and recorded November 8, 1971, in Volume 370 at Page 774, Official Records of San Benito County, thence along the Northeasterly line of said tract North 41° 03' 09" West, 2217.00 feet, North 39° 39' 40" West, 2040.80 feet, North 43° 08' West, 766.80 feet and North 35° 42' 30" West, 1707.70 feet to the most Northerly corner to said tract in the division line between the Eastern and Western halved of the Rancho Ausaymas Y San Felipe as established in the division of said Rancho by Deed dated November 28, 1865 from Mariano Malarin, Isadora Pacheco De Malarin and James R. Bolton, Trustees, etc., to Gustave Touchard, O. Ghaubin and James Dunne, recorded in the Office of the Recorder of Santa Clara County on March 15, 1866 in Book V of Deeds, at Page 640 et seq., and in Book B of Deeds at Page 142 et seq., transcribed records of San Benito County; thence along said division line North 31° 65' 14" East 2291.75 feet; thence leaving said division line and running the following nine (9) courses and distances; South 82° 01' 40" East, 1995.80 feet; North 34° 16' East, 1014.10 feet; North 48° 24' West, 182.60 feet; North 10° 14' 10" West, 105.40 feet; North 16° 52' 30" East, 195.25 feet; North 47° 44' 45" East, 813.05 feet; North 42° 32' East, 662.00 feet; North 28° 21' 50" East, 156.00 feet and North 20° 16' East, 584.52 feet to a point on the intersection thereof with the line common to the Rancho Ausaymas Y. San Felipe and San Luis Gonzaga; which bears North 79° 25' 12" West, 12,237.58 feet from the point of beginning; thence along said common Rancho line, South 79° 25' 12" East, 12,237.58 feet to the point of beginning.

EXCEPTING THEREFROM that certain 1.726 acre parcel of land conveyed to State of California by Deed recorded July 17, 1968 in Book 8607, at Page 474, of Official Records of Santa Clara County.

ALSO EXCEPTING THEREFROM a portion of the Rancho Ausaymas Y San Felipe in Santa Clara County, California, as Patented and being more particularly described as follows:

Beginning at a point in the line common to the Rancho San Luis Gonzaga and Rancho Ausaymas Y San Felipe distant thereon South 79° 25' 12" East, 1048.87 feet from the intersection thereof with the Southeasterly line of the Pacheco Pass State Highway as described in the Deed to the State of California dated August 13, 1930 and

EXHIBIT "A"
Legal Description
(continued)

recorded in Volume 545 at Page 198, Official Records of Santa Clara County, and running thence along said Rancho line South 79° 25' 12" East, 1500.00 feet; thence leaving said Rancho line South 10° 34' 48" West, 150.00 feet; thence South 85° 39' West, 1654.20 feet to a 42 white Oak Tree; thence North 20° 16' East, 584.52 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said premises conveyed to C.J.Hawkins and Alice Hawkins, husband and wife by Deed recorded March 1, 1974, in Book 786, Page 223, Series No. 4713824, of Official Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the United States of America by Grant Deed recorded October 31, 1983, as Instrument No. 7869081, of Official Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California by Deed recorded February 13, 1992, as Instrument No. 11236382, of Official Records.

APN'S: 898-19-003, 898-19-005, 898-19-029, 898-19-033, 898-19-036, 898-19-037 & 898-19-043

PARCEL TWO-A:

That real property reserved to the Grantor from Parcels 1113A as described in the Deed from Helen Pearl Schulze to the State of California Dated May 14, 1969 and Recorded in Book 8607, Page 474, Santa Clara County Official Records, being more particularly described as follows:

Commencing at the Northeast corner of the Rancho Ausaymas Y San Felipe, as surveyed by F.P. McCray, and running thence South 14° 47' 09" West, 2999.12 feet to the U.S.C. & G.S. Station "Pacheco, 1943" from which the Southwest corner of fractional Section 2, Township 11 South, Range 6 East, M.D.B.&M., lies South 0° 18' 39" West 3467.59 feet; thence from said U.S.C. & G.S. Station, West 50.00 feet to the true point of beginning; thence South 60.00 feet; thence East 50.00 feet; thence North 138.47 feet; thence North 89° 54' East, 120.42 feet; thence North 11° 00' West, 100.52 feet; thence South 89° 54' West, 151.44 feet to the West boundary of said Parcel 1113A; thence South 177.09 feet to the point of beginning.

APN: 898-19-039

PARCEL TWO-B:

An easement and right of way for a roadway Twenty (20) feet in width, over and along an existing roadway extending from Pacheco Pass State Highway in a generally Easterly direction to the above referenced Parcel 1113A (8607 OR 474).

PARCEL THREE:

All of that land situated in the unincorporated area of Santa Clara County, State of California, being all of Parcel One as described in that certain Document entitled "Grant Deed", recorded January 10, 1985, as Instrument No. 8298261, Official Records of Santa Clara County, and being more particularly described as follows:

Beginning at Station 313+62.51 P.O.T. of the State Highway IV-SCI-32B (1930 Layout) and running thence along the centerline of said State Highway North 70° 37' East, 1517.29 feet; thence along a curve to the left with a radius of 10,000.00 feet through a central angle of 1° 08' 30" for a distance of 199.26 feet; thence North 69° 28' 30" East 688.95 feet; thence along a curve to the left with a radius of 2000.00 feet through a central angle of 37° 20', for a distance of 1303.18 feet; thence North 32° 08' 30" East 211.70 feet; thence along a curve to the right with a radius of 1500.00 feet through a central angle of 29° 34' 12", for a distance of 774.14 feet to Station 360+57.03 P.C.C. of

EXHIBIT "A"
Legal Description
 (continued)

said State Highway Layout; thence along a compound curve to the right with a radius of 1000.00 feet through a central angle of 38° 48' for a distance of 677.19 feet; thence South 79° 29' 18" East, 299.16 feet; thence along a curve to the left with a radius of 800.00 feet and a central angle of 26° 51' 29" for a distance of 375.01 feet to the intersection thereof with a division line between the Eastern and Western halves of The Rancho Ausaymas Y San Felipe made and established in the division of said Rancho Ausaymas Y San Felipe by the owners thereof by the Deed dated November 28, 1865, by Mariano Malarin, Isadora Pacheco De Malarin, his wife, and James R. Bolton, Trustee, etc., to Gustave Touchard, O. Chauvin and James Dunne and recorded in the Office of the County Recorder of the County of Santa Clara, March 15, 1866 in Book U of Deeds, Page 640, et seq., and in the County of Monterey (in which a part of said land was formerly situated) March 22, 1866 and which latter recorded has been transcribed into Book B of Deeds, Page 142, et seq., transcribed records of San Benito County, California; thence along said division line South 31° 50' 30" West, 4887 feet, more or less to a 1-1/2 inch iron pipe at the intersection thereof with a fence line; thence following along said existing fence line (with angle points monumented by 1 inch iron pipes) the following courses and distances; North 40° 43' 30" West, 146.17 feet; North 41° 30' 30" West, 271.73 feet; North 44° 55' West, 330.77 feet; North 50° 33' West, 73.24 feet; North 42° 58' West, 240.80 feet; North 50° 58' 30" West, 185.85 feet; South 44° 07' West, 297.68 feet; South 58° 38' West, 498.90 feet; South 87° 32' West, 121.64 feet; South 66° 56' West, 488.87 feet; South 80° 35' 30" West, 140.51 feet; North 80° 30' West, 291.34 feet; North 87° 37' West, 112.35 feet; North 31° 18' 40" East, 275.43 feet; North 5° 03' 30" East, 261.40 feet; North 5° 56' 30" West, 309.54 feet; North 7° 17' 30" East, 527.33 feet; and North 58° 52' 30" West, 285.00 feet to an iron pipe in the Southeasterly line of said State Highway; thence North 19° 23' West, 40.00 feet to the centerline of said Highway and the point of beginning.

EXCEPTING THEREFROM that portion of the State Highway included in the above described parcel of land.

ALSO EXCEPTING THEREFROM all that land as described in that certain Deed to the United States of America in Document recorded October 31, 1983, as Instrument No. 7863081, of Official Records.

APN'S: 898-21-018, 898-21-020 & 898-21-019

PARCEL FOUR:

All that land situated in the unincorporated area of Santa Clara County, State of California, being all of Parcel 3 as described in those certain Documents entitled "Grant Deed", recorded January 10, 1985, as Instrument No. 8298265 and Instrument No. 8298266, Official Records of Santa Clara County, and being more particularly described as follows:

Being a portion of fractional Section 11 in Township 11 South, Range 6 East, M.D.B.&M., in Santa Clara County, California, and being more particularly described as follows:

Beginning at a 4" x 4" post at the fractional corners of Sections 2 and 11 in the Easterly line of Rancho Ausaymas Y San Felipe, as shown on the Record of Survey Map filed for record in Book 327 of Maps, at Pages 25 and 26, Records of Santa Clara County and running thence along the line common to Section 2 and 11, North 89° 45' East, 268.80 feet to the intersection with a fence line; thence along said fence line, South 07° 31' 10" West, 1598.40 feet to a 1" iron pipe, South 28° 32' 40" East, 112.30 feet to a 1" iron pipe, South 04° 23' West, 858.20 feet to a 1" iron pipe, South 15° 50' 10" East, 675.10 feet to a 36" diameter Live Oak Tree, South 25° 10" West, 1357.80 feet to a 1" iron pipe and South 63° 11' 20" West, 228.39 feet to a 1-1/2" iron pipe in the Easterly line of said Rancho that is North 06° 55' 50" East, 732.48 feet from a 4" x 4" post at the fractional corners to Sections 11 and 14 as shown on said Record of Survey Map thence along said Rancho line, North 06° 55' 50" East, 4552.48 feet to the point of beginning.

APN: 898-36-006

EXHIBIT "A"
Legal Description
(continued)

PARCEL FIVE:

All that land situated in the unincorporated area of Santa Clara County, State of California, being all of Parcel 3 as described in those certain Documents entitled "Grant Deed", recorded January 10, 1985, as Instrument No. 8298265 and Instrument No. 8298266, Official Records of Santa Clara County, and being more particularly described as follows:

Being a portion of the Rancho Ausaymas Y San Felipe in Santa Clara County, California as Patented, and being more particularly described as follows:

Beginning at a 1-1/2 inch iron pipe set at the most Eastern corner of the lands of Thomas B. Hawkins, as described in the deed recorded October 16, 1933, in Volume 61 at Page 372, Official Records of San Benito County, California, said point of beginning being designated as "D-1" in said Deed, and running thence along the Southerly line of Parcel 2 as shown on Record of Survey Map filed for record in Book 327 of Maps, at Pages 25 and 26, Records of Santa Clara County, South 83° 05' East, 1977.50 feet to an intersection with a fence line; thence along said fence line, South 74° 10' West, 64.18 feet to a 1" inch iron pipe, South 73° 12' 30" West, 870.20 feet to a 1" iron pipe, North 82° 57' 10" West, 816.40 feet to a 1" iron pipe and North 35° 11' 40" West, 461.78 feet to the intersection of said fence with the Southeasterly line of said lands of Thomas B. Hawkins; thence along said Southeasterly line, North 15° 55' 50" East, 30.66 feet to the point of beginning.

APN: 898-18-026

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

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

Code Area: 056-002
Fiscal Year: 2018-2019
1st Installment: \$66.30 Paid
2nd Installment: \$66.30 Open
Land: \$1,452.00
Bill No.: 898-18-026-00

Affects: A portion of the Land described herein.

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

Code Area: 056-002
Tax Identification No.: 898-19-003
Fiscal Year: 2018-2019
1st Installment: \$549.21 Paid
2nd Installment: \$549.21 Open
Land: \$76,800.00
Bill No.: 898-19-003-00

Affects: A portion of the Land described herein.

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

Code Area: 056-002
Tax Identification No.: 898-19-005
Fiscal Year: 2018-2019
1st Installment: \$549.21 Paid
2nd Installment: \$549.21 Open
Land: \$76,800.00
Bill No.: 898-19-005-00

Affects: A portion of the Land described herein.

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

Code Area: 056-002
Tax Identification No.: 898-19-029
Fiscal Year: 2018-2019
1st Installment: \$397.65 Paid
2nd Installment: \$397.65 Open
Land: \$53,154.00
Bill No.: 898-19-029-00

EXCEPTIONS
(continued)

Affects: A portion of the Land described herein.

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

Code Area:	056-002
Tax Identification No.:	898-19-033
Fiscal Year:	2018-2019
1st Installment:	\$219.11 Paid
2nd Installment:	\$219.11 Open
Land:	\$25,296.00
Bill No.:	898-19-033-00

Affects: A portion of the Land described herein.

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

Code Area:	056-002
Tax Identification No.:	898-19-036
Fiscal Year:	2018-2019
1st Installment:	\$518.76 Paid
2nd Installment:	\$518.76 Open
Land:	\$72,050.00
Bill No.:	898-19-036-00

Affects: A portion of the Land described herein.

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

Code Area:	056-002
Tax Identification No.:	898-19-037
Fiscal Year:	2018-2019
1st Installment:	\$300.40 Paid
2nd Installment:	\$300.40 Open
Land:	\$37,977.00
Bill No.:	898-19-037-00

Affects: A portion of the Land described herein.

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

Code Area:	056-002
Tax Identification No.:	898-19-039
Fiscal Year:	2018-2019
1st Installment:	\$28.19 Paid
2nd Installment:	\$28.19 Open
Land:	\$417.00
Bill No.:	898-19-039-00

EXCEPTIONS
(continued)

Affects: A portion of the Land described herein.

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

Code Area: 067-006
 Tax Identification No.: 898-19-043
 Fiscal Year: 2018-2019
 1st Installment: \$622.45 Paid
 2nd Installment: \$622.45 Open
 Land: \$56,343.00
 Bill No.: 898-19-043-00

Affects: A portion of the Land described herein.

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

Code Area: 067-015
 Tax Identification No.: 898-21-018
 Fiscal Year: 2018-2019
 1st Installment: \$1,304.36 Paid
 2nd Installment: \$1,304.36 Open
 Land: \$198,526.00
 Bill No.: 898-21-018-00

Affects: A portion of the Land described herein.

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

Code Area: 067-015
 Tax Identification No.: 898-21-019
 Fiscal Year: 2018-2019
 1st Installment: \$353.28 Paid
 2nd Installment: \$353.28 Open
 Land: \$47,643.00
 Bill No.: 898-21-019-00

Affects: A portion of the Land described herein.

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

Code Area: 067-015
 Tax Identification No.: 898-21-020
 Fiscal Year: 2018-2019
 1st Installment: \$42.12 Paid
 2nd Installment: \$42.12 Open
 Land: \$2,266.00
 Bill No.: 898-21-020-00

EXCEPTIONS
(continued)

Affects: A portion of the Land described herein.

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

Code Area: 056-002
Tax Identification No.: 898-36-006
Fiscal Year: 2018-2019
1st Installment: \$95.40 Paid
2nd Installment: \$95.40 Open
Land: \$4,280.00
Bill No.: 898-36-006-00

Affects: A portion of the Land described herein.

- 15. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
- 16. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 17. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No.: 2013-1
For: Library Joint Powers Authority of Santa Clara County Community Facilities District
Disclosed by: Notice of Special Tax Lien
Recording Date: January 22, 2014
Recording No.: Instrument No. 22502535, of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Santa Clara. The tax may not be prepaid.

Further information may be obtained by contacting: Fiscal Agent of the Santa Clara County Library District, 1370 Dell Avenue, Campbell, California 95008-6604, (408) 293-2326 ext 3004.

- 18. Water rights, claims or title to water, whether or not disclosed by the public records.
- 19. 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.
- 20. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 21. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

EXCEPTIONS
(continued)

22. (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.
23. Rights of the public to any portion of the Land lying within any road or highway affecting said land.
24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Sierra and San Francisco Power Company
Purpose: Pole line(s)
Recording Date: January 26, 1926
Recording No.: Book 210, Page 389, of Official Records
- The exact location and extent of said easement is not defined of record.
25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Sierra and San Francisco Power Company
Purpose: Pole line(s)
Recording Date: May 26, 1926
Recording No.: Book 239, Page 592, of Official Records
- The exact location and extent of said easement is not defined of record.
26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Helen Pearl Schulze
Purpose: Right to travel over existing roads
Recording Date: September 22, 1927
Recording No.: Book 345, Page 305, of Official Records
- The exact location and extent of said easement is not defined of record.
27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Coast Natural Gas Company
Purpose: Pipe line(s)
Recording Date: February 6, 1932
Recording No.: Book 597, Page 588, of Official Records
Affects: Portion of said land
28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Thomas B. Hawkins
Purpose: Right to travel over existing road
Recording Date: October 27, 1933
Recording No.: Book 663, Page 287, of Official Records
- The exact location and extent of said easement is not defined of record.

EXCEPTIONS
(continued)

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

Granted to: C.N. Hawkins
 Purpose: Dams, channels and ditches
 Recording Date: May 12, 1934
 Recording No.: Book 685, Page 397, of Official Records

The exact location and extent of said easement is not defined of record.

30. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: February 25, 1969
 Executed by: Charles James Hawkins and the County of Santa Clara
 Recording Date: February 28, 1969
 Recording No.: Book 8450, Page 351, of Official Records

Affects: A portion of the Land described herein.

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

Granted to: State of California
 Purpose: Pole lines, roadway, ingress and egress
 Recording Date: July 17, 1969
 Recording No.: Book 8607, Page 474, of Official Records
 Affects: Portions of said land

Reference is hereby made to said document for full particulars.

32. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: February 6, 1973
 Executed By: Louis E. Bourdet, Carmen Bourdet
 And Between: County of Santa Clara
 Recording Date: February 27, 1973
 Recording No.: Instrument No. 4459690, of Official Records

Affects: A portion of the Land described herein.

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

Granted to: United States of America
 Purpose: Water conduit and access
 Recording Date: October 31, 1983
 Recording No.: Instrument No. 7869081, of Official Records
 Affects: Portion of said land

EXCEPTIONS
(continued)

Reference is hereby made to said document for full particulars.

34. Matters contained in that certain document

Entitled: Memorandum of Agreement
 Dated: February 27, 1984
 Executed By: GTE Sprint Communications
 And Between: Pacific Gas and Electric Company
 Recording Date: May 15, 1984
 Recording No.: Instrument No. 8065081, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: \$125,000.00
 Dated: January 2, 1985
 Trustor/Grantor: Madelyn Bourdet and John G. Bourdet, Trustees
 Trustee: Continental Land Title Company, a corporation
 Beneficiary: Fenton F. O'Connell, or his successor(s) as Trustee under Trust Agreement Dated July 30, 1971
 Loan No.: None shown
 Recording Date: January 10, 1985
 Recording No.: Instrument No. 8298267, of Official Records

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

Granted to: Pacific Gas and Electric Company, a California corporation
 Purpose: Electrical facilities
 Recording Date: March 4, 1988
 Recording No.: Instrument No. 9619735, of Official Records
 Affects: Portion of said land

Reference is hereby made to said document for full particulars.

37. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the Grant Deed to the State of California

Recording Date: February 13, 1992
 Recording No.: Instrument No. 11236382, of Official Records

38. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the Grant Deed to the State of California

Recording Date: July 2, 1992
 Recording No.: Instrument No. 11433957, of Official Records

EXCEPTIONS
(continued)

39. Matters contained in that certain document

Entitled: Access Agreement and Limited Waiver of Condition Subsequent
Dated: March 20, 2000
Executed By: John G. Bourdet and Madelyn R. Bourdet, as Trustees of the Estate of
Shawn G. Bourdet, et al
Recording Date: April 13, 2000
Recording No.: Instrument No. 15212976, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: State of California
Purpose: Drainage and flow from flood, creek, drainage, surface or other waters
Recording Date: January 2, 2007
Recording No.: Instrument No. 19246399, of Official Records
Affects: Portion of said land

Reference is hereby made to said document for full particulars.

41. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

42. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

43. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Vestee's shown herein

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

44. Community interest of the spouse of Wyatt Bourdet, a married man.

Affects Parcels Three, Four and Five

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

EXCEPTIONS
(continued)

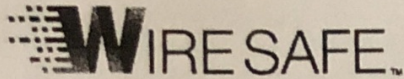
- 46. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.
 - 47. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department.
- The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 4.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 5.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 6.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 7.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 8.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note 9.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

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

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

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

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

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

How Personal Information is Collected

We may collect Personal Information about you from:

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

How Browsing Information is Collected

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

Other Online Specifics

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

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

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

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

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

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

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

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

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

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

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

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

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

**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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

ATTACHMENT ONE
(CONTINUED)

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.

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

DISASTER LOANS (CTIC, CLTIC, FNTIC)

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

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

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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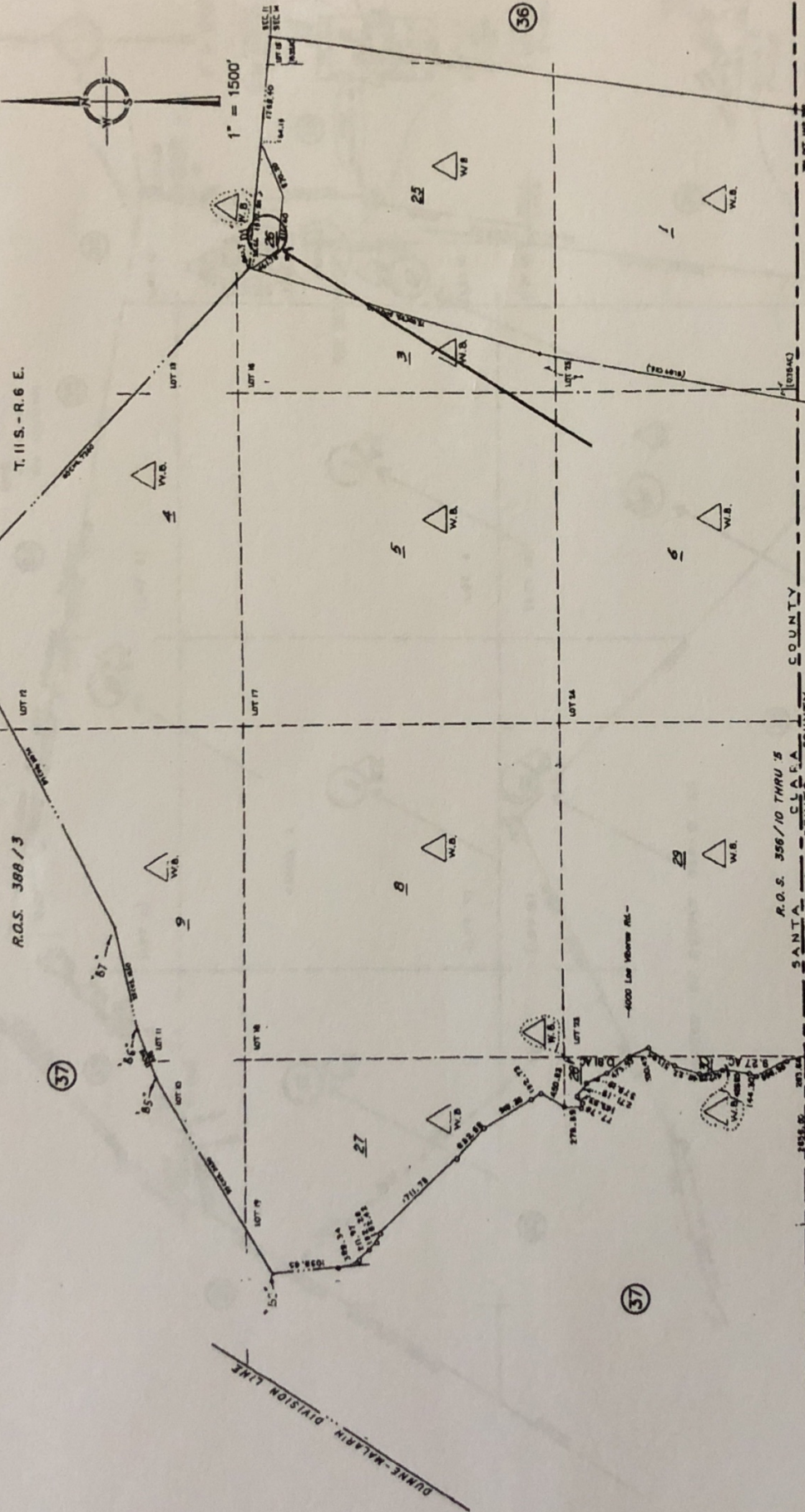
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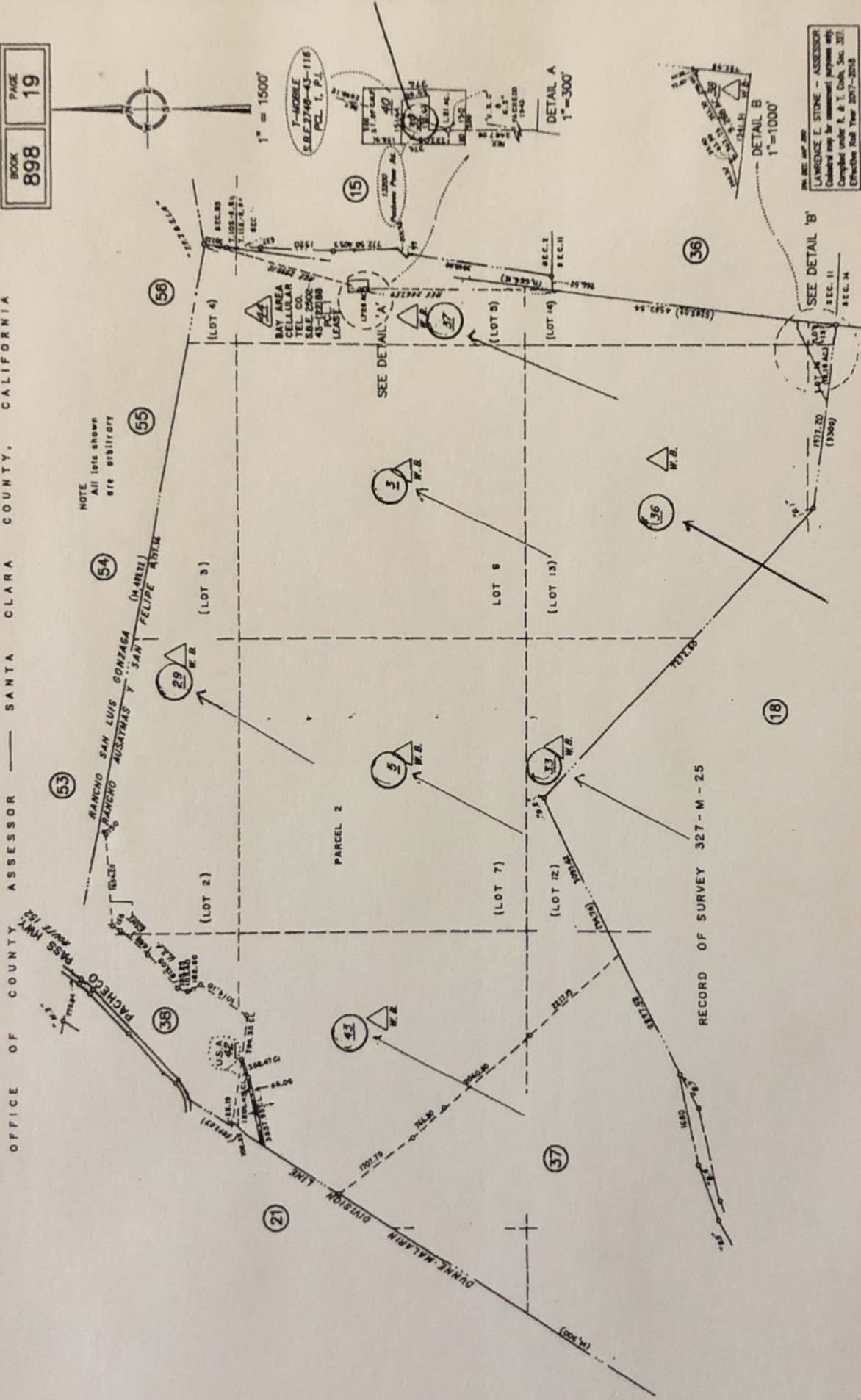
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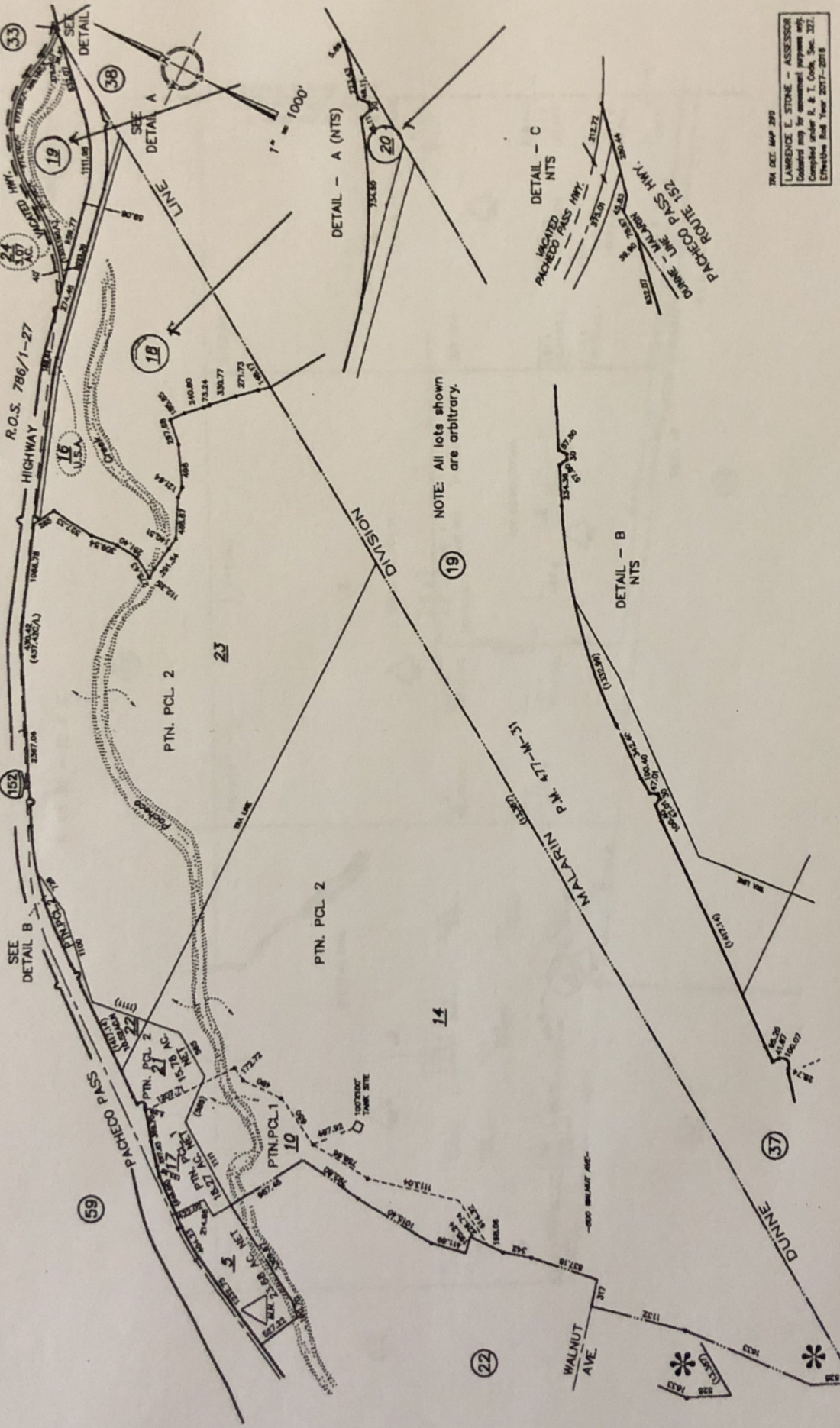
LAWRENCE E. STONE - ASSESSOR
 Detailed map for assessment purposes only.
 Compiled under E. & T. Code, Sec. 327.
 Effective Roll Year 2017-2018

R. O. S. 327 - M - 25

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



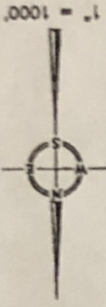
This map/plan is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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



NOTE: All lots shown are arbitrary.

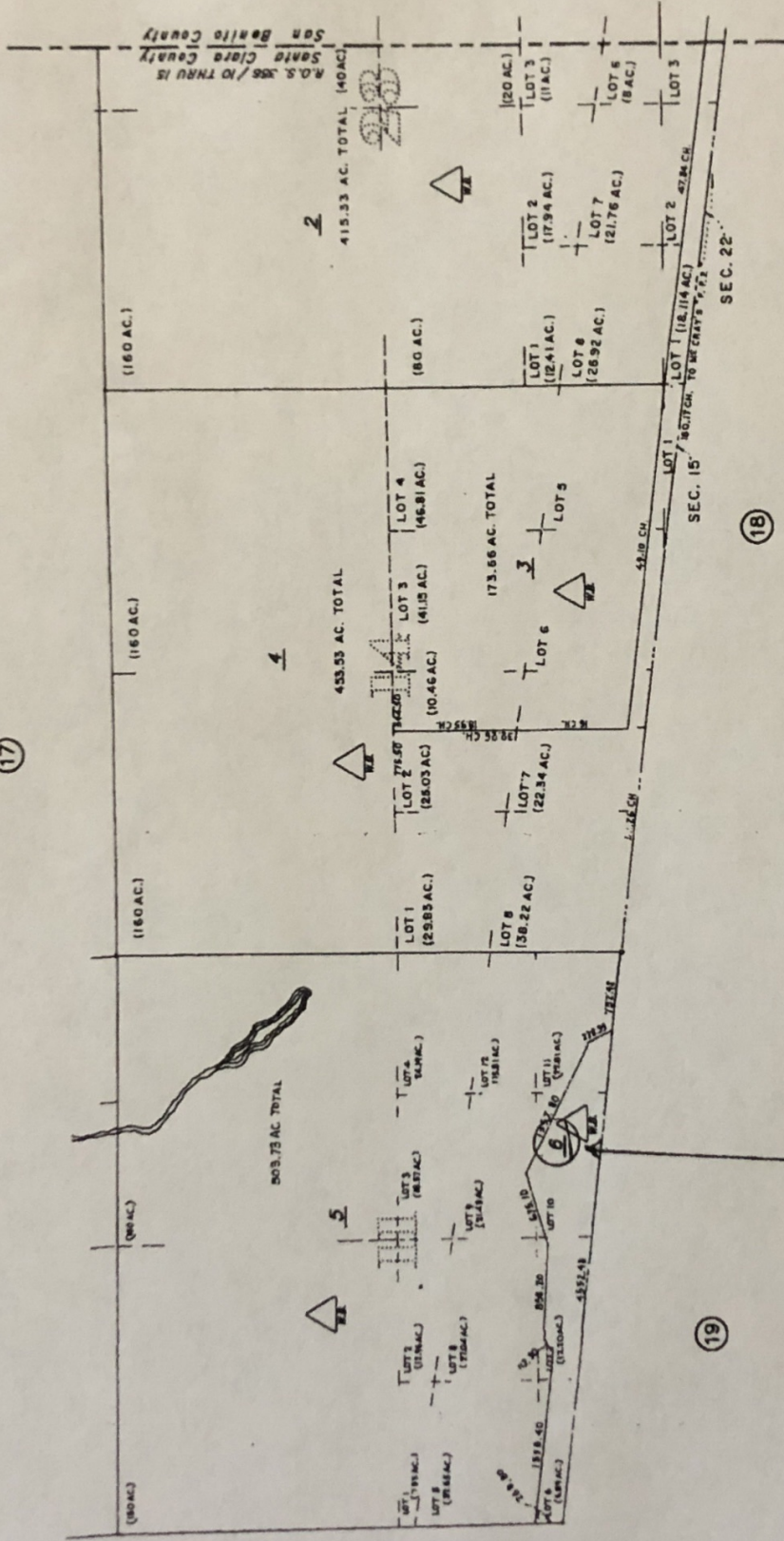
TRA. DET. MAP 207
 LAWRENCE E. STONE - ASSESSOR
 Created map for assessment purposes only.
 Computed under S. & T. Cook, Sec. 327.
 Effective End Year 2017-2018

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



T. 11 S. - R. 6 E.

17



LAWRENCE E. STONE - ASSESSOR
 Calculated map for assessment purposes only.
 Compiled under R. & T. Code, Sec. 327.
 Effective Roll Year 2017-2018

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