



**Commonwealth Land Title Company.**

1200 Concord Ave, Suite 400  
Concord, CA 94520  
Phone: (925) 288-8000

Issuing Policies of Commonwealth Land Title Insurance Company

Title Officer: Jeff Martin  
Escrow Officer: Jeff Martin

Order No.: 982-30073760-B-JE1

TO:

Commonwealth Land Title Insurance  
2390 E Camelback Rd., Suite 230  
Phoenix, AZ 85016

ATTN: **Michael Zotika**  
YOUR REFERENCE:

**PROPERTY ADDRESS: Vacant Land and 32941 S. Chrisman Road, Tracy, CA**

**PRELIMINARY REPORT UPDATE - B**

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

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

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

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land 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.***

Countersigned by:

Authorized Signature



**Commonwealth Land Title Company.**

1200 Concord Ave, Suite 400  
Concord, CA 94520  
Phone: (925) 288-8000

**PRELIMINARY REPORT UPDATE - B**

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**EFFECTIVE DATE:** June 1, 2022 at 7:30 a.m.

**ORDER NO.:** 982-30073760-B-JE1

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

**ALTA Extended Owner Policy of Title Insurance (6/17/06)**

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

**A Fee**

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

**AS TO TRACT ONE:**

**Ramandeep K. Sandhu, a single woman**

**AS TO TRACT TWO:**

**Pinderjit S. Sandhu, an unmarried man, as to Lots 3 and 10**

**Amanjit Sandhu, a married man as his sole and separate property as to Lots 4, 5, 6, 7, 8 and 9**

**AS TO TRACT THREE:**

**Branden Mendes and Kaitlen Mendes, husband and wife, as community property with right of survivorship**

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

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT A LEGAL DESCRIPTION

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

TRACT ONE:

PARCELS 10 AND 11, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 30, 2005, IN [BOOK 23 OF PARCEL MAPS, AT PAGE 174](#), SAN JOAQUIN COUNTY RECORDS, AND AMENDED BY CERTIFICATE OF CORRECTION FOR COUNTY PARCEL MAP RECORDED MAY 10, 2006 AS [INSTRUMENT NO. 2006-102216](#) OF SAN JOAQUIN COUNTY RECORDS.

[APN: 253-140-04](#), 253-140-12 AND 253-140-18

TRACT TWO:

PARCELS 3, 4, 5, 6, 7, 8, 9, 10 AND 11, AS SHOWN UPON THAT CERTAIN PARCEL MAP THEREOF FILED FOR RECORD DECEMBER 24, 2007, IN [BOOK 24 OF PARCEL MAPS, AT PAGE 155](#), SAN JOAQUIN COUNTY RECORDS.

[APN: 253-190-12](#), 253-19-13, 253-190-14, 253-190-15, 253-190-16, 253-190-17, 253-190-18, 253-190-19 & 253-190-20

TRACT THREE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-TWO (22), TOWNSHIP THREE (3) SOUTH, RANGE FIVE (5) EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, WHICH LIES NORTHEASTERLY OF THAT PORTION OF LAND AS CONVEYED TO BANTA-CARBONA IRRIGATION DISTRICT BY DEED RECORDED APRIL 30, 1925 IN BOOK OF OFFICIAL RECORDS, [VOLUME 62, PAGE 379](#), SAN JOAQUIN COUNTY RECORDS.

SAID LAND IS SHOWN UPON PARCEL MAP FILED FOR RECORD FEBRUARY 3, 1987 IN [BOOK 14 OF PARCEL MAPS, AT PAGE 180](#).

[APN: 253-190-05](#)

## EXCEPTIONS

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

**THE FOLLOWING ITEMS AFFECT TRACT ONE:**

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 2022-2023.
2. 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.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Taxes and assessments levied by the Plainview Water District.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of San Joaquin  
Purpose: Road  
Recording Date: October 2, 1913  
Recording No: Book 129 of "A" of Deeds, Page 561  
Affects: The East 20 feet

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

Granted to: Valley Pipe Line Company, a corporation  
Purpose: Lay and maintain a pipe line  
Recording Date: January 8, 1915  
Recording No: Book 250 of "A" of Deeds, Page 404  
Affects: Portions of Parcels 10 and 11, no width given

NOTE: The interest of Valley Pipeline Company has been assigned to the Shell Oil Company, a corporation.

The terms and conditions as contained in that certain agreement recorded September 17, 1990, as [Instrument No. 90091813](#), San Joaquin County Records, executed by Shell Oil Company and between Maria Suk, et al; said agreement among other things quitclaims Shell's rights to said easement.

**EXCEPTIONS  
(Continued)**

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

Granted to: Banta-Carbona Irrigation District  
Purpose: Canal right of way  
Recording Date: July 27, 1925  
Recording No: [Book 92, Page 196](#), of Official Records  
Affects: A portion of the land described therein

8. 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 corporation  
Purpose: Pipeline  
Recording Date: January 10, 1930  
Recording No: [Book 308, Page 485](#), of Official Records  
Affects: A strip of land being 15 feet wide over 11

All interest acquired by the Pacific Gas and Electric Company has been conveyed to Standard Pacific Gas Line, Inc., a corporation by Deed recorded July 13, 1932 in [Book 404 of Official Records, at Page 431](#).

Standard Pacific Gas Line, Inc., has since conveyed an interest in the above right of way to Standard Oil Company of California, recorded March 11, 1947 in [Book 1012 of Official Records, at Page 278](#), San Joaquin County Records.

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

Granted to: P G & E  
Purpose: Easement  
Recording Date: June 19, 1930  
Recording No: [Book 244, Page 326](#), of Official Records  
Affects: As described therein

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

Granted to: Standard Oil Company of California, a corporation  
Purpose: Pipeline for transportation of oil, gas, etc also to erect, maintain, etc, telegraph or telephone poles with the right of ingress and egress  
Recording Date: September 5, 1945  
Recording No: [Book 942, Page 282](#), of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: 20' right of way

12. Recitals as shown on that certain [map/plat](#)

Recording Date: December 30, 2005  
Recording No: [Book 23 of Parcel Maps at Page 174](#)

Reference is hereby made to said document for full particulars.

**EXCEPTIONS  
(Continued)**

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

Amount: \$840,000.00  
Dated: February 27, 2013  
Trustor/Grantor: Ramandeep K. Sandhu, a single woman  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA, a Corporation  
Loan No.: Not shown  
Recording Date: March 8, 2013  
[Recording No:](#) [2013-031434, of Official Records](#)

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

Entitled: Leasehold Subordination  
Lessor: Ramandeep K. Sandhu, a single woman  
Lessee: Sandhu Brothers Farms, a California General Partnership  
Recording Date: March 8, 2013  
[Recording No:](#) [2013-031435, of Official Records](#)

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

An agreement recorded March 8, 2013 at [Instrument No. 2013-031435](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: March 8, 2013  
[Recording No:](#) [2013-031434, of Official Records](#)

15. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A.

**THE FOLLOWING ITEMS AFFECT TRACT TWO:**

16. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
17. 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.
18. 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.
19. Taxes and assessments levied by the Hospital Water District.
20. Taxes and assessments levied by the Banta-Carbona Irrigation District.

**EXCEPTIONS  
(Continued)**

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

Granted to: The County of San Joaquin  
Purpose: County road  
Recording Date: October 2, 1913  
Recording No: Book "A" of Deeds, [Volume 129, Page 560](#)  
Affects: Westerly 20 feet of Parcels 4, 5, 6 and 7

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

Granted to: Valley Pipe Line Company  
Purpose: Pipe line, telephone line, telegraph line and roadway  
Recording Date: January 8, 1915  
Recording No: Book "A" of Deeds, [Volume 250, Page 403](#)  
Affects: As described therein

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

A document recorded May 10, 1919 in Book "A" of Deeds, [Volume 369, Page 210](#) provides that the interest of the easement holder was transferred to Shell Company of California.

The effect of a document entitled "Quitclaimed", recorded January 23, 1975 as Instrument No. 3127 in [Book 3947, Page 618](#) of Official Records.

23. 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 corporation  
Purpose: Pipe line  
Recording Date: December 20, 1929  
Recording No: [Book 305, Page 85](#), of Official Records  
Affects: A 15 foot strip of land affecting a portion of Parcels 4 and 5

The terms and provisions contained in the document entitled "Consent to Right of Way" recorded September 27, 1945 in [Book 942, Page 402](#) of Official Records.

24. Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document recorded December 20, 1929, as [Book 305, Page 85](#), Official Records.

**EXCEPTIONS  
(Continued)**

25. Matters contained in that certain document

Entitled: Right of Way Agreement  
Executed by: Banta-Carbona Irrigation District and Margaret Curran  
Recording Date: March 11, 1954  
Recording No: [Book 1612, Page 206](#) of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcels 4, 5, 6 and 7

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

Entitled: Memorandum of Agricultural Lease  
Lessor: Mark E. MacDonald and Lester C. MacDonald  
Lessee: M. J. Crinklaw, Johnny Crinklaw and Don Enberg  
Recording Date: April 2, 1954  
Recording No: 11859, [Book 1619, Page 473](#), of Official Records

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

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

27. Matters contained in that certain document

Entitled: Right of Way Agreement  
Executed by: Banta-Carbona Irrigation District and Margaret Curran  
Recording Date: December 24, 1954  
Recording No: 45647 in [Book 1699, Page 530](#) of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Joseph C. Bricchetto for his natural life with the remainder to Nyla B. Fornaciari and Joan B. Shea  
Purpose: Pipe line  
Recording Date: March 22, 1968  
[Recording No:](#) [13204](#) in Book 3196, Page 615 of Official Records  
Affects: Parcels 4, 5, 6 and 7

29. 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.

Recording Date: February 18, 1972  
[Recording No:](#) [7576](#) in Book 3622, Page 276 of Official Records



**EXCEPTIONS**  
**(Continued)**

The effect of a document entitled "Notice of Non-Renewal", recorded November 28, 2005 as [Instrument No. 2005-296144 of Official Records](#).

30. Matters contained in that certain document

Entitled: Real Estate Transfer Disclosure Statement (Right to Farm Ordinance) in Compliance with Right to Farm Ordinance No. 4217  
Recording Date: September 17, 2004  
[Recording No:](#) [2004-211155](#), San Joaquin County Records

Reference is hereby made to said document for full particulars.

31. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Right of way  
Recording Date: December 24, 2007  
Recording No: [Book 24 of Parcel Maps, Page 155](#)

32. Recitals as shown on that certain [map/plat](#)

Recording Date: December 24, 2007  
Recording No: [Book 24 of Parcel Maps, Page 155](#)

Reference is hereby made to said document for full particulars.

33. Matters contained in that certain document

Entitled: Grant of Pipeline  
Recording Date: August 30, 2010  
[Recording No:](#) [2010-113026, of Official Records](#)

Reference is hereby made to said document for full particulars.

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

Affects: Parcels 8 and 9

**EXCEPTIONS  
(Continued)**

34. Matters contained in that certain document

Entitled: Notice of Lot Line Adjustment  
Recording Date: September 23, 2010  
[Recording No.:](#) [2010-125608, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcels 4 and 5

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

Granted to: Pacific Gas and Electric Company  
Purpose: Transmission of power  
Recording Date: May 2, 2011  
[Recording No.:](#) [2011-052663 of Official Records](#)

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

Granted to: Non-exclusive water easement  
Recording Date: May 2, 2011  
[Recording No.:](#) [2011-052664, of Official Records](#)  
Affects: As described therein

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

Granted to: Maninder S. Sandhu and Pinderjit S. Sandhu  
Recording Date: May 2, 2011  
[Recording No.:](#) [2011-052665, of Official Records](#)  
Affects: A portion of Parcel 9

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

Amount: \$2,928,000.00  
Dated: December 7, 2012  
Trustor/Grantor: Amanjit Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA, a corporation existing and operating under the Farm Credit Act of 1971, as amended  
Recording Date: December 7, 2012  
[Recording No.:](#) [2012-160451, of Official Records](#)

Affects: Parcels 4 through 9 and other land

Mortgage Consent and Partial Release

Recording Date: September 11, 2018  
[Recording No.:](#) [2018-101261, of Official Records](#)

**EXCEPTIONS  
(Continued)**

Said document is partially released as to Parcel 9.

Mortgage Consent and Partial Release

Recording Date: January 13, 2022  
[Recording No.: 2022-005237, of Official Records](#)

Said document is partially released as to Parcel 9.

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

Lessor: Amanjit Sandhu  
Lessee: Crown Nut Company, Inc., a California corporation  
Recording Date: December 7, 2012  
[Recording No.: 2012-160452, of Official Records](#)

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

Affects: Parcels 4 through 9 and other land

An agreement recorded December 7, 2012 at [Instrument No. 2012-160452](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: December 7, 2012  
[Recording No.: 2012-160451, of Official Records](#)

An agreement recorded June 18, 2014 at [Instrument No. 2014-060127](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: June 18, 2014  
[Recording No.: 2014-060126, of Official Records](#)

An agreement recorded January 25, 2016 at [Instrument No 2016-009313](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: January 25, 2016  
[Recording No.: 2016-009310, of Official Records](#)

**EXCEPTIONS  
(Continued)**

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

Lessor: Amanjit Sandhu  
Lessee: Sandhu Bros  
Recording Date: December 7, 2012  
[Recording No: 2012-160453 of Official Records](#)

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

An agreement recorded December 7, 2012 at [Instrument No. 2012-160453](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: December 7, 2012  
[Recording No: 2012-160451, of Official Records](#)

An agreement recorded June 18, 2014 at [Instrument No. 2014-060128](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: June 18, 2014  
[Recording No: 2014-060126, of Official Records](#)

An agreement recorded January 25, 2016 at [Instrument No. 2016-009313](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: January 25, 2016  
[Recording No: 2016-009310, of Official Records](#)

41. Right of first refusal of Crown Nut Company, Inc., a California corporation to re-purchase or lease said Land as created by the Agricultural Credit Act of 1987.

An agreement recorded December 7, 2012 at Recording No.: [Instrument No. 2012-160452](#) which states that this instrument was subordinated to the document or interest described in the instrument

Entitled: Deed of Trust  
Recording Date: December 7, 2012  
[Recording No.: 2012-160451, of Official Records](#)

42. Matters contained in that certain document

Entitled: Notice of Intent to Reserve Easement  
Recording Date: March 20, 2014  
[Recording No: 2014-027301, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcels 8 and 9

**EXCEPTIONS  
(Continued)**

43. Matters contained in that certain document

Entitled: Notice of Intent to Reverse Easement  
Recording Date: May 22, 2014  
[Recording No: 2014-050969, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcels 8 and 9

44. A financing statement as follows:

Debtor: Sandhu Brothers Farms and Karnail S. Sandhu  
Secured Party: Famr Credit Leasing Services Corporation  
Recording Date: June 10, 2014  
[Recording No: 2014-056868, of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Continuation  
Recording Date: March 22, 2019  
[Recording No: 2019-028673, of Official Records](#)

45. Matters contained in that certain document

Entitled: Easement and Conveyance Agreement  
Recording Date: June 18, 2014  
[Recording No: 2014-060124, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Parcel 9

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

Amount: \$731,580.00  
Dated: May 13, 2014  
Trustor/Grantor: Amanjit Sandhu, an unmarried man  
Trustee: Cobank, ACB, a federally chartered instrumentality of the United States  
Beneficiary: Farm Credit Leasing Services Corporation  
Loan No.: Not shown  
Recording Date: June 18, 2014  
[Recording No: 2014-060126, of Official Records](#)

Affects: Parcels 4 through 9 and other Land

An agreement recorded January 25, 2016 at [Recording No.: 2016-009311, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: August 4, 2016  
[Recording No.: 2016-090920, of Official Records](#)

**EXCEPTIONS**  
**(Continued)**

An agreement recorded March 27, 2020 at [Recording No.: 2020-038360, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: August 4, 2016  
[Recording No.:](#) [2016-090920, of Official Records](#)

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

Amount: Not shown  
Dated: January 12, 2016  
Trustor/Grantor: Amanjit Sandhu, a married man as his sole and separate property  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA, a corporation  
Loan No.: Not shown  
Recording Date: January 25, 2016  
[Recording No.:](#) [2016-009310, of Official Records](#)

Affects: Parcels 4 through 9 and other Land

An additional advance trust deed discloses that said trust deed also secures an additional advance in the amount shown below, and any other obligations secured thereby

Amount: \$4,200,000.00  
Dated: January 12, 2016  
Trustor/Grantor: Amanjit Sandhu, a married man as his sole and separate property  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: December 27, 2019  
[Recording No.:](#) [2019-153125, of Official Records](#)

**EXCEPTIONS  
(Continued)**

An additional advance trust deed discloses that said trust deed also secures an additional advance in the amount shown below, and any other obligations secured thereby

Amount: \$12,000,000.00  
Dated: January 12, 2016  
Trustor/Grantor: Amanjit Sandhu, a married man as his sole and separate property  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: March 27, 2020  
[Recording No:](#) [2020-038359, of Official Records](#)

48. A financing statement as follows:

Debtor: Amanjit Singh Sandhu  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: August 4, 2016  
[Recording No:](#) [2016-090920, of Official Records](#)

Affects: Parcels 4 through 9

A change to the above financing statement was filed

Nature of Change: Collateral Change  
Recording Date: May 15, 2017  
[Recording No:](#) [2017-054802, of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Continuation  
Recording Date: May 10, 2021  
[Recording No:](#) [2021-081941, of Official Records](#)

49. A financing statement as follows:

Debtor: Amanjit Singh Sandhu  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: August 4, 2016  
[Recording No:](#) [2016-090921, of Official Records](#)

Affects: Parcel 8

A change to the above financing statement was filed

Nature of Change: Continuation  
Recording Date: May 10, 2021  
[Recording No:](#) [2021-081940, of Official Records](#)

50. Landlord and Mortgagee Waiver

Recording Date: August 22, 2016  
[Recording No.:](#) [2016-098480, of Official Records](#)  
Affects: Parcel 8

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

**EXCEPTIONS**  
**(Continued)**

Amount: \$1,775,000.00, \$2,900,000.00 and \$2,950,000.00  
Dated: August 2, 2017  
Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA, a corporation  
Loan No.: Not shown  
Recording Date: September 12, 2017  
[Recording No:](#) [2017-105116, of Official Records](#)

Affects: Parcel 3 and other land

An additional advance trust deed discloses that said trust deed also secures an additional advance in the amount shown below, and any other obligations secured thereby

Amount: \$6,600,000.00  
Dated: August 2, 2017  
Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: March 10, 2020  
[Recording No:](#) [2020-031082, of Official Records](#)

An additional advance trust deed discloses that said trust deed also secures an additional advance in the amount shown below, and any other obligations secured thereby

Amount: \$2,950,000.00  
Dated: August 2, 2017  
Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: September 17, 2021  
[Recording No:](#) [2021-156862, of Official Records](#)

52. A financing statement as follows:

Debtor: Amanjit Singh Sandhu  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: September 25, 2017  
[Recording No:](#) [2017-110532, of Official Records](#)

A change to the above financing statement was filed

Nature of Change: Continuation  
Recording Date: April 29, 2022  
Recording No: 2022-055589, Official Records

Affects: Parcel 8



**EXCEPTIONS  
(Continued)**

53. Landlord and Mortgagee Waiver

Recording Date: October 18, 2017  
[Recording No.: 2017-121113, of Official Records](#)

Affects: Parcel 8

54. A financing statement as follows:

Debtor: Amanjit Singh Sandhu  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: September 4, 2018  
[Recording No.: 2018-098408, of Official Records](#)

Affects: Parcel 8

55. An option to purchase said Land with certain terms, covenants, conditions and provisions as set forth therein.

Optionor: Amanjit Sandhu, a married man, as his sole and separate property  
Optionee: Farm Credit Leasing Services Corporation  
Disclosed by: Memorandum of Option to Lease  
Recording Date: September 11, 2018  
[Recording No.: 2018-101260, of Official Records](#)

Affects: Parcel 9

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

Amount: \$6,600,000.00, \$2,950,000.0, 1,775,000.00 and 2,900,000.00  
Dated: February 21, 2020  
Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: March 10, 2020  
[Recording No.: 2020-031080, of Official Records](#)

Affects: Parcel 9

An additional advance trust deed discloses that said trust deed also secures an additional advance in the amount shown below, and any other obligations secured thereby

Amount: \$2,950,000.00  
Dated: February 21, 2020  
Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man  
Trustee: American AgCredit, FLCA  
Beneficiary: American AgCredit, FLCA  
Loan No.: Not shown  
Recording Date: September 17, 2021  
[Recording No.: 2021-156861, of Official Records](#)

**EXCEPTIONS  
(Continued)**

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

Entitled: Leasehold Subordination Agreement  
Lessor: Pinderjit S. Sandhu, an unmarried man  
Lessee: Sandhu Brothers Farms, a California general partnership and Crown Nut Company, Inc.  
Recording Date: March 11, 2020  
[Recording No.: 2020-031487, of Official Records](#)

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

Affects: Parcels 10 and 11

An agreement recorded March 11, 2020 at [Recording No. 2020-031487, of Official Records](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: March 10, 2020  
[Recording No.: 2020-031080, of Official Records](#)

58. Landlord and Mortgagee Waiver

Recording Date: June 25, 2020  
[Recording No.: 2020-074802, of Official Records](#)

Affects: Parcels 10 and 11

59. A financing statement as follows:

Debtor: Crown Nut Company, Inc.  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: December 28, 2020  
[Recording No.: 2020-183423, of Official Records](#)

Affects: Parcels 4 through 9

60. A financing statement as follows:

Debtor: Crown Nut Company, Inc.  
Secured Party: Farm Credit Leasing Services Corporation  
Recording Date: November 1, 2021  
[Recording No.: 2021-182876, of Official Records](#)

Affects: Parcels 4 through 9

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

Amount: \$1,110,986.00  
Dated: October 7, 2021  
Trustor/Grantor: Amanjit Sandhu, a married man as his sole and separate property  
Trustee: Chicago Title Insurance Company, a California corporation  
Beneficiary: Farm Credit Leasing Services corporation

**EXCEPTIONS  
(Continued)**

Loan No.: None shown  
Recording Date: January 13, 2022  
[Recording No: 2022-005235, of Official Records](#)

Affects: Parcels 9

62. Matters contained in that certain document

Entitled: Option To Lease  
Dated: October 7, 2021  
Executed by: Amanjit Sandhu, a married man as his sole and separate property and Farm Credit Leasing Services corporation  
Recording Date: January 13, 2022  
[Recording No: 2022-005236, of Official Records](#)

Affects: Parcels 9

Reference is hereby made to said document for full particulars.

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

Entitled: Leasehold Subordination Agreement  
Lessor: Amanjit Sandhu, a married man as his sole and separate property  
Lessee: Crown Nut Company, Inc, a California corporation  
Recording Date: January 13, 2022  
[Recording No: 2022-005238, of Official Records](#)

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

Affects: Parcels 9

An agreement recorded January 13, 2022 at [Recording No. 2022-005238, of Official Records](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: January 13, 2022  
[Recording No: 2022-005235, of Official Records](#)

**THE FOLLOWING ITEMS AFFECTS TRACT THREE:**

- 64. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- 65. 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.
- 66. 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.

**EXCEPTIONS  
(Continued)**

67. Matters contained in that certain document

Entitled: Conditional Certification of Compliance  
Executed by: San Joaquin County, Department of Planning and Building Inspection  
Recording Date: December 24, 1985  
[Recording No:](#) [85086085, of Official Records](#)

Reference is hereby made to said document for full particulars.

68. 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: Right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type  
Recording Date: January 12, 1988  
[Recording No:](#) [88002596, of Official Records](#)  
Affects: Said land

69. A financing statement as follows:

Debtor: Branden Mendes  
Secured Party: Tesla, Inc.  
Recording Date: September 27, 2018  
[Recording No:](#) [2018-107703, of Official Records](#)

70. Any right, title or interest of Tesla, Inc. in or to the solar energy system located on the Land as disclosed by that certain Notice of Independent Solar Energy System Producer Contract recorded

Recording date: October 9, 2018  
[Recording No.:](#) [2018-112128, of Official Records](#)

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

Amount: \$850,000.00  
Dated: February 22, 2021  
Trustor/Grantor: Branden Mendes and Kaitlen Mendes, husband and wife, as community property with right of survivorship  
Trustee: Oak Valley Bancorp.,  
Beneficiary: Oak Valley Community Bank  
Loan No.: Not shown  
Recording Date: February 26, 2021  
[Recording No:](#) [2021-036130, of Official Records](#)

72. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein

Amount: Not shown  
Assigned to: Oak Valley Community Bank  
Assigned By: Branden Mendes and Kaitlen Mendes, husband and wife, as community property with right of survivorship  
Recording Date: February 26, 2021  
[Recording No:](#) [2021-036131, of Official Records](#)

**EXCEPTIONS  
(Continued)**

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

Entitled: Subordination Agreement - Lease  
Lessor: Branden Mendes and Kaitlen Mendes  
Lessee: AB FAB Inc.  
Recording Date: February 26, 2021  
[Recording No:](#) [2021-036132, of Official Records](#)

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

An agreement recorded February 26, 2021 at [Instrument No. 2021-036132](#) which states that said lease has been made subordinate to the document

Entitled: Deed of Trust  
Recording Date: February 26, 2021  
[Recording No:](#) [2021-036130, of Official Records](#)

**THE FOLLOWING ITEMS AFFECTS TRACTS ONE, TWO AND THREE:**

74. (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.
75. 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.
76. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
77. 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.
78. (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.
79. Any lien or right to a lien for services, labor or material not shown by the Public Records.
80. Water rights, claims or title to water, whether or not disclosed by the public records.
81. The herein described Land is located in an area frequently subject to Land Conservation Contracts executed pursuant to the Williamson Act (Cal. Govt. Code §§ 51200 et seq.). Land Conservation Contracts restrict the land use to agricultural, recreational, open-space and other compatible uses. If the herein described Land is subject to a Land Conservation Contract, please notify the Title Department.

The Company reserves the right to add additional items and/or make further requirements.

**EXCEPTIONS  
(Continued)**

82. 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(s): Vestee(s) herein

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

83. 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.

84. 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.

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**END OF EXCEPTIONS**

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## NOTES

### THE FOLLOWING IS NOTED AS TO TRACT ONE:

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-140-04](#)  
Fiscal Year: 2021-2022  
1st Installment: \$84.78  
2nd Installment: \$84.78  
Land: \$15,015.00  
Bill No.: 253-140-04-0000

Affects: A portion of Parcel 10

3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-010  
Tax Identification No.: [253-140-12](#)  
Fiscal Year: 2021-2022  
1st Installment: \$3,571.50  
2nd Installment: \$3,571.50  
Land: \$432,869.00  
Improvements: \$36,403.00  
Fixtures: \$202,860.00  
Bill No.: 253-140-12-0000

Affects: A portion of Parcel 10

4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-010  
Tax Identification No.: [253-140-18](#)  
Fiscal Year: 2021-2022  
1st Installment: \$3,757.82  
2nd Installment: \$3,757.82  
Land: \$451,981.00  
Improvements: \$43,228.00  
Fixtures: \$212,080.00  
Bill No.: 253-140-18-0000

Affects: Parcel 11

**NOTES**  
**(Continued)**

**THE FOLLOWING IS NOTED AS TO TRACT TWO:**

5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
[Tax Identification No.:](#) [253-190-12](#)  
Fiscal Year: 2021-2022  
1st Installment: \$18,970.28  
2nd Installment: \$18,970.28  
Land: \$328,046.00  
Improvements: \$69,809.00  
Personal Property: \$3,040,818.00  
Fixtures: \$153,109.00  
Bill No.: 253-190-12-0000

Affects: Lot 7

7. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
[Tax Identification No.:](#) [253-190-13](#)  
Fiscal Year: 2021-2022  
1st Installment: \$5,093.33  
2nd Installment: \$5,093.33  
Land: \$329,013.00  
Improvements: \$445,964.00  
Fixtures: \$153,109.00  
Bill No.: 253-190-13-0000

Affects: Lot 8

8. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
[Tax Identification No.:](#) [253-190-14](#)  
Fiscal Year: 2021-2022  
1st Installment: \$2,487.16  
2nd Installment: \$2,487.16  
Land: \$284,350.00  
Improvements: \$29,595.00  
Fixtures: \$153,109.00  
Bill No.: 253-190-14-0000

Affects: Lot 6



**NOTES**  
**(Continued)**

9. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-15](#)  
Fiscal Year: 2021-2022  
1st Installment: \$10,354.37  
2nd Installment: \$10,354.37  
Land: \$290,152.00  
Improvements: \$1,287,609.00  
Fixtures: \$148,735.00  
Bill No.: 253-190-15-0000

Affects: Lot 9

10. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-16](#)  
Fiscal Year: 2021-2022  
1st Installment: \$2,443.83, Paid  
2nd Installment: \$2,443.83, Open  
Land: \$276,225.00  
Improvements: \$29,595.00  
Fixtures: \$153,109.00  
Bill No.: 253-190-16-0000

Affects: Lot 5

11. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-17](#)  
Fiscal Year: 2021-2022  
1st Installment: \$7,893.81  
2nd Installment: \$7,893.81  
Land: \$295,897.00  
Improvements: \$997,292.00  
Fixtures: \$133,238.00  
Bill No.: 253-190-17-0000

Affects: Lot 10

**NOTES**  
**(Continued)**

12. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-18](#)  
Fiscal Year: 2021-2022  
1st Installment: \$2,530.45  
2nd Installment: \$2,530.45  
Land: \$290,152.00  
Improvements: \$29,595.00  
Fixtures: \$155,443.00  
Bill No.: 253-190-18-0000

Affects: Lot 4

13. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-19](#)  
Fiscal Year: 2021-2022  
1st Installment: \$2,488.09  
2nd Installment: \$2,488.09  
Land: \$281,693.00  
Improvements: \$30,179.00  
Fixtures: \$155,444.00  
Bill No.: 253-190-19-0000

Affects: Lot 11

14. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 088-002  
Tax Identification No.: [253-190-20](#)  
Fiscal Year: 2021-2022  
1st Installment: \$3,252.26  
2nd Installment: \$3,252.26  
Land: \$372,829.00  
Improvements: \$38,464.00  
Fixtures: \$199,858.00  
Bill No.: 253-190-20-0000

Affects: Lot 3

**THE FOLLOWING IS NOTED AS TO TRACT THREE:**

15. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 32941 S. Chrisman Road, Tracy, CA, to an Extended Coverage Loan Policy.

**NOTES**  
**(Continued)**

16. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
17. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 253-190-05  
Fiscal Year: 2021-2022  
1st Installment: \$6,903.89  
2nd Installment: \$6,903.89  
Exemption: \$7,000.00  
Land: \$328,093.00  
Improvements: \$969,715.00  
Code Area: 088-010  
Bill No.: 253-190-05-0000

**THE FOLLOWING IS NOTED AS TO TRACT ONE, TWO AND THREE:**

18. 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.
19. Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.
20. Note: 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.
21. 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 a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
22. 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.
23. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**NOTES**  
**(Continued)**

24. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
25. 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.
26. 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.

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**END OF NOTES**

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Jeff Martin/ga0

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## Wire Fraud Alert

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

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

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

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

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

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

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



**Commonwealth Land Title Company.**

1200 Concord Ave, Suite 400  
Concord, CA 94520  
Phone: (925) 288-8000

**Notice of Available Discounts**

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

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

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

**FNF Underwritten Title Company**

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

**Underwritten by FNF Underwriters**

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

**Available Discounts**

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

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

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

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

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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

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

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

## **Collection of Browsing Information**

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

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

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

## **Other Online Specifics**

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

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

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

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

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

## **When Information Is Disclosed**

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

### **Information From Children**

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

### **International Users**

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

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

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



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

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

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

## ATTACHMENT ONE (Revised 05-06-16)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

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

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

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

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

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

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

#### EXCLUSIONS

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

## {PART I

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

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

## PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

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

### EXCLUSIONS FROM COVERAGE

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

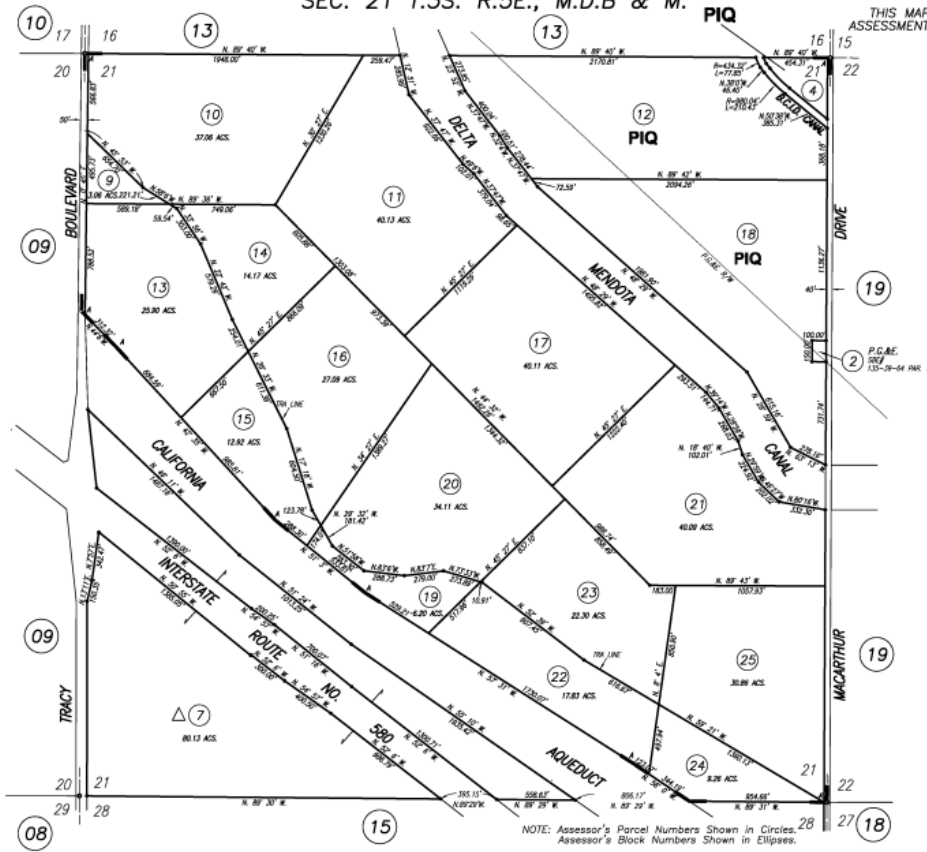
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the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

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.

SEC. 21 T.3S. R.5E., M.D.B & M.

THIS MAP IS FOR ASSESSMENT USE ONLY

253-14



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.

A-P. M. Bk. 23 Pg. 174

△-Williamson Act Parcels

HIGHEST A.P.N. USED				
YEAR	PAR.	# PAR.	# PAR.	#
85-87	#			
88-91	#			
93-95	28			

Assessor's Map Bk.253 Pg.14  
 County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.  
 Assessor's Block Numbers Shown in Ellipses.