

Title Report

File No.: 932402530

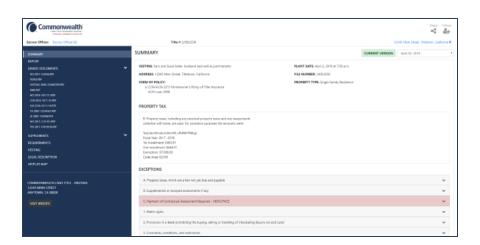
Property Address: Multiple Parcels, Tracy, CA 95377

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

932402530 Amendment - A

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

	Commonwealth Land Title Insurance Company
	By: Sulf De
	Michael J. Nolan, President
Countersigned By:	Attest:
fon stoums	Mayoru Kemojua
Authorized Officer or Agent	Marjorie Nemzura, Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Jeff Martin Commonwealth Land Title Ins Company 2390 East Camelback Road, Suite 230 Phoenix, AZ 85016 Phone: 9252888062 Fax: 925-288-6413 Main Phone: (602)287-3500 Email:	Escrow No.: 21002009

Order Number: 932402530

Property Address: Multiple Parcels, Tracy, CA 95377

SCHEDULE A

1. Commitment Date: September 5, 2024 at 07:30 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Amount of Insurance: \$1,000,000.00 The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

TRACT A:

Maninder Singh Sandhu, a married man, as his sole and separate property, as to an undivided 19% interest, Sukjit S. Sandhu, Trustee of the Sukhjit S. Sandhu Separate Property Trust dated April 25, 2024, as to an undivided 62% interest, and Pinderjit S. Sandhu, a single man, as to an undivided 19% interest, as tenants in common, as to Parcels One and Six;

Iqbal Singh Sandhu and Inderjit Sandhu, Trustees of Iqbal Singh Sandhu and Inderjit Sandhu 2012 Trust, dated March 30, 2012, as to Parcel Two;

Amanjit Sandhu, a married man, as his sole and separate property and Sukhjit Sandhu, an unmarried man, each to an undivided 50% interest, as tenants in common, as to Parcel Five;

Karnail Sandhu and Ranbir Sandhu, Trustees of The Karnail Sandhu and Ranbir Sandhu 2012 Trust as to an undivided 1/3 interest and Satnam Sandhu and Manjeet Sandhu, Trustees of The Satnam Sandhu and Manjeet Sandhu 2012 Trust as to an undivided 1/3 interest and Iqbal Sandhu and Inderjit Sandhu, Trustees of The Iqbal Sandhu and Inderjit Sandhu 2012 Trust as to an undivided 1/3 interest, all as to Parcel Seven;

Amanjit Singh Sandhu and Pulvy Kaur Sandhu, husband and wife as community property, as to Parcels Eight,

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SCHEDULE A

(continued)

Nine and Ten

Ajit Pal Singh Sandhu and Surinder Sandhu, Trustees of the Sandhu Family Trust dated April 12, 1997, as to an undivided 50% interest; and Gurinder S. Grewal, Trustee and Gurmail K. Grewal, Trustee of Grewal Revocable Trust dated January 6, 2005, as to an undivided 50% interest, as to Parcel Eleven; AND

Ajit Pal Singh Sandhu and Surinder Sandhu, Trustees of The Sandhu Family Trust dated April 12, 1997, as to Parcel Twelve

TRACTS B AND C:

Pinderjit S. Sandhu, an unmarried man

TRACT D:

Gurvinder Musfar, a married man, as to an undivided 50.0000 percent interest; and

Kashmir Kaur Takhar, as Trustee of the Kashmir Kaur Takhar Living Trust, U/A dated 3/13/16, as to an undivided 50.0000 percent interest

TRACT E:

Ramandeep K. Sandhu, a single woman

TRACT F:

Pinderjit S. Sandhu, an unmarried man and Maninder S. Sandhu, a married man as his sole and separate property, as joint tenants

TRACT G:

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

TRACT H:

Maninder Singh Sandhu, a married man, as his sole and separate property, as to an undivided 19% interest, Sukjit S. Sandhu, Trustee of the Sukhjit S. Sandhu Separate Property Trust dated April 25, 2024, as to an undivided 62% interest, and Pinderjit S. Sandhu, a single man, as to an undivided 19% interest, as tenants in common, as to Parcels One and Six;

The Land is described as follows:

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

END OF SCHEDULE A

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Legal Description

For APN/Parcel ID(s): 253-140-09, 253-140-10, 253-140-11, 253-140-13, 253-140-14, 253-140-15, 253-140-16,

253-140-17, 253-140-19, 253-140-20, 253-140-21, 253-140-22, 253-140-23, 253-140-24, 253-140-25, 253-180-02, 253-190-04, 253-190-05, 253-190-19, 253-190-21, 253-190-22, 253-180-06, 253-180-11, 253-190-11, 253-260-05, 253-260-09, 253-260-12, 253-260-13,

253-260-14, 253-290-05, 253-290-11, 253-290-12, 253-290-13 and 253-200-19

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

TRACT A:

Parcel One:

Parcel 3 of Minor Subdivision Application No. PA-04-300 (Parcel Map Waiver)

Being a portion of Section 27, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, situated in the County of San Joaquin, State of California, for purposes of describing "Parcel 3" of "Minor Subdivision Application No. PA-04-300 (Parcel Map Waiver)", and being more particularly described as follows [Note: the bearings and distances used in the descriptions of the various Deeds to (or from) the "State of California" as described herein are based upon the California Coordinate System 1927, Zone 3; to obtain ground level distances (as described herein), multiply the Deed distances by 1.00008451 (as calculated from the Survey filed on the 2nd day of February, 1982 in Book 28 of Records of Surveys at Page 57, San Joaquin County Records)]:

Beginning at the Northwest corner of said Section 27; thence along the Northern Section line of said Section 27 South 89° 28' 51" East 2662.96 feet to the North 1/4 corner of said Section 27, said corner also being the Northwest corner of that certain Parcel of land conveyed to: "Thomas P. Adams et ux" as recorded on the 25th day of May, 1959 in Book 2182 at Page 315, San Joaquin County Records; thence along the North-South 1/4 Section line of said Section 27, also being the Western property line of said "Adams" Parcel South 0° 22' 05" West 990.00 feet to the Southwest corner of said "Adams" Parcel: thence along the Southern property line of said "Adams" Parcel South 89° 28' 52" East 2642.90 feet to the Eastern Section line of said Section 27; thence along said Eastern Section line South 0° 13' 11" West 1999.02 feet to the Northeast corner of that certain Parcel of land conveyed in the Deed to "State of California" as recorded on the 25th day of July, 1963 in Book 2714 at Page 6, San Joaquin County Records; thence along said Northern property line the following two (2) courses: (1) North 71° 35' 53" West 559.46 feet; thence (2) North 73° 44' 37" West 643.19 feet to a point on the East-West 1/4 Section line of said Section 27, said point also being the Southeast corner of that certain Parcel of land known as: "Parcel B" conveyed in the Deed to "State of California" as recorded on the 23rd day of August. 1963 In Book 2724 at Page 323, San Joaquin County Records; thence along the Northern property line of said "Parcel B" (2724 O.R. 323) the following four (4) courses: (3) North 73° 44' 37" West 1232.39 feet; thence (4) North 73° 58' 11" West 736.11 feet; thence (5) North 60° 44' 46" West 537.85 feet; thence (6) North 55° 42' 22" West 2135.04 feet to the Northwest corner of said "Parcel 8" (2724 O.R. 323), said corner also being the Southeast corner of that certain Parcel of land known as: "Parcel No. 1" conveyed in the Deed to: "Brichetto" as recorded on the 14th day of April, 1965 in Book 2934 at Page 606, San Joaquin County Records; thence along the Southern property line of said "Parcel No. 1" (2934 O.R. 606) North 55° 42' 22" West 24.20 feet to the Western Section line of said Section 27; thence along said Western Section line North 0° 02' 21" East 652.69 feet to said point of beginning.

EXCEPTING THEREFROM the rights of the public in and to that portion of the land lying within Chrisman Road.

ALSO EXCEPTING THEREFROM an easement for pipelines, telephone, & telegraph lines to "Valley Pipe Line Company" as recorded on the 8th day of January 1915 in Book A of Deeds, <u>Book 252 at Page 174</u>, San Joaquin County Records.

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ALSO EXCEPTING THEREFROM an easement for pipelines to: "Pacific Gas and Electric Company" as recorded on the 29th day of November 1929 in Book 296 at Page 434, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an Easement Agreement for a pipeline to "Standard Pacific Gas Line, Inc." as recorded on the 29th day of August 1945 in Book 936 at Page 438, San Joaquin County. Records.

ALSO EXCEPTING THEREFROM an easement for a pipeline to "Union Oil Company of California" as recorded on the 3rd day of July, 1956 in <u>Book 1882 at Page 181</u>, San Joaquin County Records: said easement location is further described in the Document recorded on the 27th day of November, 1956 in <u>Book 1921 at Page 441</u>, San Joaquin County Records; said easement was conveyed to "Santa Clara Pipe Line Company" in the Deed recorded in the 25th day of November, 1957 in <u>Book 2019 at Page 183</u>, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for a pipeline to "Union Oil Company of California" as recorded on the 2" day of November 1956 in Book 1915 at Page 393, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for Cathodic Pipe Protection System to "Standard Oil Company of California" as recorded on the 5th day of December 1957 in Book 2022 at Page 443, San Joaquin County Records.

ALSO EXCEPTING THEREFROM the relinquishment of access rights as described in said "Parcel A" and "Parcel B" (2724 O.R. 323).

ALSO EXCEPTING THEREFROM that the ownership granted did not include access rights to or from adjoining aqueduct as described therein (2934 O.R. 606).

ALSO EXCEPTING THEREFROM an easement for a pipeline to: "Nyla B. Fornaciari and Joan 8. Shea" as recorded on the 24th day of February 1966 in Book 3027 at Page 659, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for drainage purposes to: "State of California" as recorded on the 10th day of November 1966 in <u>Book 3086 at Page 551</u>, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for a pipeline to "Tidewater Oil Company" as recorded on the 31st day of January 1967 in <u>Book 3101 at Page 619</u>, San Joaquin County Records; said easement location is further described in the Document recorded on the 11th day of May 1967 in <u>Book 3123 at Page 218</u>, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for drainage purposes to "State of California" as recorded on the 23rd day of August 1968 in Book 2724 at Page 323, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for a water pipeline to "Stuart R. Cleaver, et ux" as recorded on the 12 day of August 1973 in Book 3789 at Page 460, San Joaquin County Records.

ALSO EXCEPTING THEREFROM an easement for a pipe line transmission to: "Pacific Gas and Electric Company" as recorded on the 15th day of October 1991 in Instrument No. 91-101855, San Joaquin County Records.

APN: 253-180-06 & 253-180-11

Parcel Two:

A portion of the southeast 1/4 of Section 22, Township 3 South, Range 5 East, Mount Diablo Base and Meridian according to the official plat thereof, being more particularly described as follows:

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Parcel C, as shown upon Parcel Map filed for record November 10, 1983 in Book 12 of Parcel Maps, Page 104, San Joaquin County Records.

APN: 253-190-11

Parcel Three:

Intentionally Deleted.

Parcel Four:

Intentionally Deleted.

Parcel Five

All that portion of the North one-half of Section 26. Township 3 South, Range 5 East, Mount Diablo Base and Meridian. being that certain 119.540 acre Parcel of land described in Deed to Nyla Fornaciari, et al, Recorded June 8, 1998 as Recorder's Instrument No. 98065994, San Joaquin County Records,

All that portion of the South one-half of said Section 26, lying Northeasterly of the land described in Deed to State of California for the California Aqueduct Recorded August 23, 1963 in Book 2724 of Official Records, Page 328, San Joaquin County Records.

Excepting therefrom those portions of State Highway Route No. 132, described in Deeds to State of California, Recorded May 8, 1963 in Book 2687 of Official Records, Page 657, San Joaquin County Records; and Recorded January 29, 1964 In Book 2781 of Official Records, Page 292, San Joaquin County Records.

Also Excepting therefrom all that portion of Chrisman Road as described in Deed to County of San Joaquin Recorded February 21, 1969 In Book 3279 of Official Records, Page 36, San Joaquin County Records.

This description is pursuant to Notice of Lot Line Adjustment No. 00-08 Recorded March 23, 2000, Recorder's Instrument No. 00031611, San Joaquin County Records.

APN: 253-260-12 and 253-260-13

Parcel Six:

All that certain real property being a portion of the Southwest 1/4 of Section 23; and the North 1/2 of Section 26, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the point of intersection of the East line of Chrisman Road as described in Book of Official Records, Book 3279, Page 41, San Joaquin County Records with the Southerly line of the Delta Mendota Canal Right of Way as described in Book of Official Records, Book 1131, Page 123, San Joaquin County Records; and in Book of Official Records, Book 1124, Page 296, San Joaquin County Records, thence along the Southerly line of said Right of Way, the following six courses:

(1) South 69° 51' 09" East 1342.38 feet;

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- (2) South 65° 07' 26" East 366.10 feet to a point in the line common to said Sections 23 and 26 which bears North 89° 41' 48" West 1011.60 feet from the Quarter corner common to said Sections 23 and 26;
- (3) Continuing South 65° 07' 26" East 1580.03 feet;
- (4) South 44° 33' 44" East 781.36 feet;
- (5) South 55° 25' 35" East 1939.48 feet; and
- (6) South 35° 55' 50" East 115.52 feet, more or less to a point in the East line of said Section 26, said point bearing North 0° 17' 54" East 247.00 feet from the East Quarter corner of said Section 26;

Thence along said East line South 00° 17' 54" West 247.00 feet to said East Quarter corner; thence along the South line of the North 1/2 of said Section 26 North 89° 38' 50" West 721.76 feet; thence leaving said South line North 59° 48' 05" West 2151.55 feet; thence North 68° 25' 19" West 2377.64 feet; thence North 81° 50' 47" West 455.61 feet to a point in the Easterly line of Chrisman Road, as described in Book of Official Records, Book 3279, Page 36, San Joaquin County Records; thence along said East line North 00° 12' 45" East 645.25 feet to the North line of said Section 26; thence along the first said East line of Chrisman Road North 00° 19' 13" East 607.91 feet to the point of beginning.

Being the "North Parcel" pursuant to the Notice of Lot Line Adjustment recorded August 26, 1997, as <u>Document Number</u> 97-083809, of Official Records.

APN: 253-260-09

Parcel Seven:

Tract 1:

All of Parcels 1 and 2 of Parcel Map recorded August 14, 2009 in <u>Book 25 of Parcel Maps, at Page 50</u>, San Joaquin County Records.

Tract 2:

An easement for ingress and egress over and across the south 40 feet of the Northeast ¼; Thence East 25 feet of the South 40 feet of the Northwest 1/4 and the East 25 feet of that part of the Southwest ¼ lying North of Parcel One as described in Final Judgment in Condemnation to the United States of America recorded February 11, 1952 in Book of Official Records, Book 1389, Page 233, San Joaquin County Records, all situated in Section 25, Township 3 South, Range 5 East, Mount Diablo Base and Meridian.

APN: 253-290-05

Parcel Eight:

A portion of Parcel "3", as shown upon that certain Parcel Map, filed for record August 14, 2009 in <u>Book 25 of Parcel Maps</u>, at <u>Page 50</u>, San Joaquin County Records, and a portion of Tract 3: (253-290-100-000) as described in Grant Deed to Amanjit Singh Sandhu and Pulvy Kaur Sandhu, Husband and Wife as Community Property with Right of Survivorship, recorded on December 14, 2020 as <u>Document Number 2020-175732</u>, San Joaquin County Records and more particularly described as follows:

Beginning at the northwest corner of said Parcel "3"; thence North 82° 26' 10" West, along the North line of said Parcel "3", a distance of 978.86 feet to a point; thence South 79° 03' 24" East, along the North lines of said Parcel "3" and said Tract 3, a distance of 209.46 feet to a point; thence South 00° 04' 36" West, 1501.87 feet to the South line of said Parcel "3";

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thence North 89° 43' 08" West, along the south line of said Parcel "3"; thence North 00° 04' 36" East, along the west line of said Parcel "3", a distance of 1407.02 feet to the point of beginning.

Said description is made pursuant to Lot Line Adjustment on filed with the City of Tracy, and disclosed by that certain Grant Deed recorded March 21, 2022, as <u>Document Number 2022-037368</u>, of <u>Official Records</u>.

APN: 253-290-11

Parcel Nine:

A portion of Parcels "3" and "4", as shown upon that certain Parcel Map, filed for record August 14, 2009 in <u>Book 25 of Parcel Maps at Page 50</u>, San Joaquin County Records, and a portion of Tract 3: (253-290-100-000) as described in Grant Deed to Amanjit Singh Sandhu and Pulvy Kaur Sandhi, Husband and Wire as Community Property with Right of Survivorship, recorded on December 14, 2020, as <u>Document Number 2020-175732</u>, San Joaquin County Records, and more particularly described as follows:

Commencing at the Northwest corner of said Parcel "3", thence North 82° 26' 10" East, along the north line of said Parcel "3", a distance of 978.86 feet to a point; thence South 79° 03' 24" East, along the north line of said Parcel "3" and said Tract 3, a distance of 209.46 feet to the TRUE POINT OF BEGINNING; thence South 79°03'24" East, along the north line of said Tract 3, a distance of 39.64 feet to a point; thence South 70° 47' 24" East, along the north line of said Tract 3 and said Parcel "4", a distance of 202.20 feet to a point; thence South 70° 49' 41" East, along the north line of said Parcel "4", a distance of 55.53 feet to a point; thence South 00° 04' 36" West, 1286.50 feet to a point on the north right of way line of Parcel 15901-1 as described in document titled Amended Final Order of Condemnation and Release of Lis Pendens, recorded on October 31, 2013 as Document Number 2013-137212, San Joaquin County Records; thence along a curve to the Southwest, having a radius of 656.16 feet, a central angle of 08° 05' 30", an arc length of 92.66 feet and a chord bearing South 75° 51' 06" West, 92.59 feet to a point; thence South 79° 53' 51" West, along the North right of way line of said Parcel 15901-1 described in Document Number 2013-137212, a distance of 49.82 feet to a point; thence North 89° 43' 08" West, along the south line of said Parcel "4", a distance of 320.71 feet to a point; thence North 00° 04' 36" East, 1501.87 feet to the point of beginning.

Said description is made pursuant to Lot Line Adjustment on filed with the City of Tracy, and disclosed by that certain Grant Deed recorded March 21, 2022, as <u>Document Number 2022-037369</u>, of <u>Official Records</u>.

APN: 253-290-12

Parcel Ten:

A portion of Parcel "4", as shown upon that certain Parcel Map, filed for record August 14, 2009 in <u>Book 25 of Parcel Maps</u> at <u>Page 50</u>, San Joaquin County Records, and more particularly described as follows:

Commencing at the Northeast corner of said Parcel "4"; thence South 89° 57' 19" West, along the north line of said Parcel "4", a distance of 7.83 feet to the TRUE POINT OF BEGINNING; thence South 03° 08' 24" West, along the west right of way line of Parcel 15901-1 as described in document titled Amended Final Order of Condemnation and Release of Lis Pendens, recorded on October 31, 2013, as Document Number 2013-137212, San Joaquin County Records, 265.18 feet to a point; thence South 09° 15' 57" West, along the west right of way line of said Parcel 15901-1 described in Document Number 2013-137212, a distance of 359.46 feet to a point; thence South 82° 57' 07" West, along the north line of Parcel 15901-1 described in said Document Number 2013-137212, a distance of 263.34 feet to a point; thence continuing along said north line along a curve to the southwest, having a radius of 459.31 feet, a central angle of 28° 48' 45", an arc length of 230.98 feet and a chord bearing South 68° 32' 44" West, 228.54 feet to a point; thence South 54° 08' 22" West, along

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the northwesterly right of way line of Parcel 15901-1 described in said <u>Document Number 2013-137212</u>, a distance of 301.71 feet to a point; thence continuing along last said line along a curve to the southwest, having a radius of 656.16 feet, a central angle of 17° 39' 59", an arc length of 202.32 feet and a chord bearing South 62° 58' 21" West, 201.52 feet to a point; thence North 00° 04' 36" East, 1286.50 feet to the point of beginning.

Said description is made pursuant to Lot Line Adjustment on filed with the City of Tracy, and disclosed by that certain Grant Deed recorded March 21, 2022, as Document Number 2022-037370, of Official Records.

APN: 253-290-13

Parcel Eleven:

That certain portion of the Southwest Quarter of Section 26, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, in the County of San Joaquin, State of California, described as follows:

Commencing at the Southwest corner of said Section 26, thence North 0 degrees 13 minutes 11 seconds East, along the West line of said Section 26, a distance of 1182.07 feet; thence South 89 degrees 46 minutes 49 seconds East, a distance of 40.00 feet, to the true point of beginning; thence continuing South 89 degrees 46 minutes 49 seconds East, a distance of 217.80 feet; thence South 0 degrees 13 minutes 11 seconds West, parallel with the West line of said Section 26, a distance of 200.00 feet; thence North 89 degrees 46 minutes 49 seconds West a distance of 217.80 feet, to the East line of that certain land described in Deed to the State of California, recorded May 8, 1963 in Volume 2687 of Official Records, at Page 657; thence North 0 degrees 13 minutes 11 seconds East, along said East line and its Northerly prolongation, a distance of 200.00 feet, to the point of beginning.

APN: 253-260-05

Parcel Twelve:

Being a portion of the South 1/2 Section 26, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, being more particularly described as follows:

All of that land lying Southwesterly of the right of way of the California Aqueduct, as described in Book of Official Records, Book 2724, Page 328, San Joaquin County Records.

Except therefrom all that portion of Chrisman Road, as described in Book of Official Records, <u>Book 3279</u>, <u>Page 39</u>, San Joaquin County Records.

Also Except therefrom that certain parcel, as described in Book of Official Records, <u>Book 3213, Page 401</u>, San Joaquin County Records.

Also except therefrom all that portion of State Highway 132 and Chrisman Road described in Parcel 2 in Book of Official Records, <u>Book 2687</u>, <u>Page 657</u>, San Joaquin County Records.

APN: 253-260-14

TRACT B:

Parcel One:

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Legal Description

Parcels 1 through 9, inclusive, as shown upon that certain Parcel Map filed for record December 30, 2005, in <u>Book 23 of Parcel Maps</u>, at <u>Page 174</u>, San Joaquin County Records. Being a portion of Section 21, Township 3 South, Range 5 East, Mount Diablo Base and Meridian.

APN: 253-140-09 thru 11, 253-140-13 thru 17, and 253-140-19 thru 25

TRACT C:

Parcels 1 and 2, as shown on the map filed for record December 24, 2007, in <u>Book 24 of Parcel Maps, Page 155</u>, San Joaquin County Records.

APN: 253-190-21 and 22

TRACT D:

A portion of the Northeast quarter of Section twenty-seven (27), Township three (3) South, Range five (5) East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of Section twenty-seven (27), Township three (3) South, Range five (5) East, Mount Diablo Base and Meridian; thence North 89° 39' West 2641.20 feet along the North line of the Northeast quarter of said Section twenty-seven to the Northwest corner of said Northeast quarter; thence South 990.00 feet along the West line of said quarter section to a point; thence South 89° 39' East 2641.20 feet to a point on the East line of said quarter section; thence North 990.00 feet along the East line of said quarter section, which line is also the center line of Chrisman Road, to the Point of Beginning.

EXCEPT THEREFROM an undivided one-half (1/2) interest in all oil and mineral rights in and under the above described proeprty, as reserved by Joseph C. Brichetto in deed recorded May 25, 1959 in Vol. 2182 of Official Records, Page 315, San Joaquin County Records.

ALSO EXCEPT THEREFROM an undivided one-fourth (1/4) interest in all oil and mineral rights in and under the above described property, as reserved by Thomas P. Adams, et ux. in deed recorded August 29, 1974, <u>Instrument No. 41073, of Official Records</u>.

APN: 253-180-02

TRACT E:

All that portion of the Southeast quarter of Section twenty-two (22), Township three (3) South, Range five (5) East, Mount Diablo Base and Meridian, which lies Northeasterly of the Northeasterly line of that certain parcel of land conveyed to the United States of America by Deed recorded April 15, 1948 in <u>Book 1131 of Official Records</u>, <u>Page 123</u>, San Joaquin County Records, and South of the Southerly line of the property conveyed to Banta Carbona Irrigation District by Deed recorded April 20, 1925 in <u>Book 62 of Official Records</u>, <u>Page 379</u>, San Joaquin County Records.

APN: 253-190-04

TRACT F:

Parcel 11, as shown upon that certain Parcel Map thereof filed for record December 24, 2007, in <u>Book 24 of Parcel Maps</u>, <u>at Page 155</u>, San Joaquin County Records.

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Legal Description

APN: 253-190-19

TRACT G:

All that portion of the Southeast quarter (SE 1/4) 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

TRACT H:

A portion of land situated in the Southwest Quarter of Section 15, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, San Joaquin County, State of California, as shown on that certain Map, filed on July 27, 1989 in Volume 16 of Parcel Maps, at Page 106, San Joaquin County Records, and more particularly described as follows:

Commencing at an iron pipe at the Southwest corner of Section 15, as shown on the aforementioned Map, filed in Volume 16 of Parcel Maps, at Page 106, San Joaquin County Records; thence Easterly along the South line of said Section 15, South 89° 56' 43" East, 20.00 feet to a point on the East right-of-way line of Mac Arthur Drive; thence Northerly along said Mac Arthur Drive East right-of-way line, North, 1320.11 feet to the point of beginning of herein described parcel; thence continuing along said Mac Arthur Drive East right-of-way line, North, 1320.11 Feet to a point on the West Quarter section line of said Section 15; thence leaving said Mac Arthur Drive right-of-way line and continuing Easterly along said Quarter section line, South 89° 56' 00" East, 2626.69 feet to an iron pipe at the center of Section 15; thence Southerly along the South Quarter section line, South 00° 01' 03" West, 1203.64 feet; thence leaving said Quarter section line, North 89° 56' 22" West, 1068.40 feet; thence South 00° 01' 03" West, 116.20 feet; thence North 29° 56' 22" West, 1557.88 feet to the point of beginning of herein described parcel.

APN: 253-200-19

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 1. 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.
- 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. Release(s) or Reconveyance(s) of Item No(s). 59, 61, 63, 65, 66, 67, 71, 96, 113, 127, 135, 147, 152, 153, 162 and 163.
- 4. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
 - If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.
 - The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 5. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land that is the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.
 - The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 6. 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): the Vestee(s) shown herein

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

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SCHEDULE B, PART I - Requirements

(continued)

requested Affidavit.

- 7. 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.
- 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.

END OF REQUIREMENTS
END OF SCHEDULE B, PART I

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- I. (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.
- II. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- III. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- IV. 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 at Date of Policy.
- V. (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.
- VI. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- VII. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

VIII.Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

THE FOLLOWING EXCEPTIONS AFFECT TRACT A:

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 2024-2025.

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(continued)

2. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2022-2023.

APN No.: 253-180-11 Default No.: DEF230003365 Default Date: June 30, 2023

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

\$9,496.01 by September 30, 2024 Amount: Amount: \$9,603.23 by October 31, 2024

Affects: a portion of Parcel One

- 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.
- Taxes and assessments levied by the Plainview Water District. 4.
- 5. Taxes and assessments levied by the Hospital Water District.
- 6. Rights of the public to any portion of the Land lying within the area commonly known as

Chrisman Road.

7. 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: Pipe lines for the transportation of oil, gas, water and other substances and to erect and

maintain telephone lines

Recording Date: January 8, 1915

Recording No.: Volume 252, Page 174, of Deeds

Affects: as described therein

By Instrument recorded May 10, 1919 in Book "A" of Deeds, Vol 369, Page 210, the interest of Valley Pipe lines Company, a corporation, was granted to Shell Company of California, a corporation.

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(continued)

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

Granted to: The City and County of San Francisco

Purpose: Pipe lines, etc Recording Date: February 2, 1924

Recording No.: Volume 8, Page 10, Official Records

Affects: as described therein

9. 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: Pipe lines

Recording Date: November 9, 1929

Recording No.: Volume 296, Page 434, Official Records

Affects: As described therein

The interest of the Grantee was conveyed to Standard Pacific Gas Lines, Inc., by Deed recorded July 13, 1932 in Vol. 404, Page 431, of Official records.

An agreement to modify the terms and provisions of the said document, as therein provided

Nyla Fornaciari and Joan Shea, as Co-Trustees of Trust "A" and Trust "B" of the Joseph C. Executed by: Brichetto Trust Under Declaration of Trust Dated July 5, 1967 as Amended September 17, 1974 and Pacific Gas and Electric Company, a California corporation

Recording Date: September 21, 1992

Recording No.: 92110307, of Official Records

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

Granted to: City and County of San Francisco Roadway and right to repair fence(s) Purpose:

October 27, 1928 Recording Date:

Recording No.: Volume 262, Page 110, Official Records

Affects: The Southeast quarter of Section 22, Township 3 South, Range 5 East, Mount Diablo Base

and Meridian

Upon the terms, conditions and restrictions contained therein.

Reference is hereby made to said document for full particulars.

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(continued)

11. 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: Pipe lines

Recording Date: November 9, 1929

Recording No.: Volume 308, Page 177, Official Records

Affects: The West 20 feet of Parcel One

The interest of the Grantee was conveyed to Standard Pacific Gas Lines, Inc., by Deed recorded July 13, 1932 in Vol. 404, Page 431, of Official Records.

12. Matters contained in that certain document

> Entitled: Consent and Agreement

Executed by: Luigia Brichetto and Standard Oil of Company of California

Recording Date: August 29, 1945

Recording No.: Volume 936, Page 438, Official Records

Reference is hereby made to said document for full particulars.

Among other things, said Consent and Agreement provides for: Install and Maintain a pipe line for the transportation of oil, etc., within the 15 foot right of way now owned by Standard Pacific Gas Line Incorporated.

Southeast Quarter of Section 22, Township 3 South, Range 5 East, Mount Diablo and Meridian Affects:

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

Granted to: Standard Pacific oil Company of California

Purpose: Two pipe line rights of way

Recording Date: March 11, 1947

Recording No.: Book 1012, Page 278, of Official Records

Affects: A portion of Parcels One and Two, as described therein

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

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

Granted to: United States of America Purpose: Flood, seep and overflow

Recording Date: March 10, 1948

Recording No.: Volume 1122, Page 181, Official Records

A portion of Parcel Seven Affects:

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

Granted to: United States of America Purpose: right to flood, seep and overflow

Recording Date: May 19, 1948

Recording No.: Volume 1146, Page 31, Official Records

Affects: A portion of the North One-Half of Section 26, Township 3 South, Range 5 East Mount Diablo

Base And Meridian

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

Granted to: United States of America Purpose: right to flood, seep and overflow

Recording Date: February 11, 1952

Recording No.: Volume 1389, Page 233, Official Records

Affects: As described therein

17. Matters contained in that certain document

> Entitled: Inclusion within the Plain View Water District

Executed by: J. C. Brichetto and between Plain View Water District

January 9, 1953 Recording Date:

Book 1483, Page 344, Official Records Recording No.:

Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document

> Entitled: Contract and Grant of Easement

Executed by: United States of America

Recording Date: May 28, 1953

Recording No.: Volume 1527, Page 471, Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: United States of America

Water pipelines Purpose: Recording Date: June 15, 1953

Recording No.: Book 1533, Page 95, Official Records

Affects: West One half of Section 26, Township 3 South, Range 5 East

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(continued)

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

Granted to: Banta-Carbona Irrigation District

Purpose: Pipe line Recording Date: April 13, 1954

Recording No.: Book 1622, Page 581, Official Records

Affects: A portion of Parcel Seven

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

Granted to: Union Oil Company of California, a corporation

Purpose: **Pipelines** Recording Date: July 3, 1956

Recording No.: Volume 1882, Page 184, Official Records

By Instrument recorded November 27, 1958 in Volume 1921, Page 441, of Official Records the description of the route of said right of way was selected.

By Instrument recorded August 30, 1957 in Volume 1998, Page 151, of Official Records the interest of Union Oil Company of California, a corporation, in said right of way was leased to Santa Clara Pipe Line Company, a Delaware corporation.

A Supplement to said Right of Way Lease was recorded November 25, 1957 in Volume 2019, Page 175, of Official Records.

By Instrument recorded November 25, 1957 in Volume 2019, Page 180, the interest of Union Oil Company of California, a corporation, was conveyed to Santa Clara Pipe Line Company, a Delaware corporation.

By Instrument recorded November 25, 1957 in Volume 2019, Page 183, of Official Records the interest in said right of way was subleased to the Union Oil Company of California, a corporation.

No representation is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

22. Matters contained in that certain document

> Entitled: Agreement

Executed by: Standard Oil Company of California, a corporation and Union Oil Company of California, a

corporation

Recording Date: November 2, 1956

Volume 1915, Page 384, Official Records Recording No.:

Reference is hereby made to said document for full particulars.

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

Granted to: Banta-Carbona Irrigation District

Purpose: Pipe line Recording Date: May 24, 1957

Recording No.: Book 1973, Page 103, of Official Records

Affects: A portion of Parcel Seven

24. 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: Cathartic pipe protection system

Recording Date: December 5, 1957

Recording No.: Volume 2022, Page 443, Official Records

Affects: Northwest guarter of Section 26, Township 3 South, Range 5 East

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

Granted to: **Banta-Carbona Irrigation District**

Purpose: Easements Recording Date: February 3, 1961

Recording No.: 5019, Book 2381, Page 20, Official Records

Affects: A portion of Parcel Seven

Quitclaim Deed

Recording Date: June 18, 2009

Recording No.: 2009-091932, Official Records

26. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California Recording Date: May 1, 1963

Recording No.: 20686, Book 2684, Page 664, Official Records

27. 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 document,

Recording Date: May 8, 1963

22080, Book 2687, Page 657, of Official Records Recording No.:

Affects: State Highway 132

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28. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California
Name of Street or Highway: CA-HWY 12
Recording Date: May 8, 1963

Recording No.: 22080, Book 2687, Page 657, of Official Records

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

Granted to: State of California Purpose: drainage facilities Recording Date: August 23, 1963

Recording No.: 40912, Book 2724, Page 328, of Official Records

Affects: as described therein

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

Granted to: State of California, Department of Water Resources

Purpose: Drainage Facilities Recording Date: January 3, 1964

Recording No.: 347, Book 2771, Page 659, Official Records

Affects: A portion of Parcel Seven

31. 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 document,

Recording Date: January 29, 1964

Recording No.: 4968, Book 2781, Page 292, Official Records

Affects: State Highway No. 132

32. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California
Name of Street or Highway: State Highway No. 132
Recording Date: January 29, 1964

Recording No.: 4968, Book 2781, Page 292, Official Records

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

Granted to: State of California

Purpose: Drainage facilities, right to flood, seep and overflow

Recording Date: August 30, 1966

Recording No.: Volume 2977, Page 1, Instrument No. 42777, Official Records

Affects: A portion of Parcel Seven

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

Granted to: State of California

Purpose: Road

Recording Date: October 25, 1965

Recording No.: Book 2992, Page 460, Official Records

Affects: as described therein

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

Granted to: Plain View Water District
Purpose: Concrete Pipeline or Pipe lines

Recording Date: February 14, 1966

Recording No.: Book 3024, Page 776, Official Records

Affects: A portion of Parcel Seven

- 36. Terms, provision and reservations as contained in Easement Deeds recorded February 24, 1966 in <u>Book 3027</u> of Official Records, Pages 653, 656 and 659.
- 37. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United Oil Company of California, a corporation

Purpose: Pipe lines, ingress and egress

Recording Date: September 16, 1966

Recording No.: Book 3076, Page 274, Official Records

Instrument recorded September 16, 1966 in <u>Book 3076, Page 274 of Official Records</u>, by Instrument dated February 11, 1970 and recorded February 16, 1970 in <u>Book 3371, Page 577 of Official Records</u> as Recorder's Instrument No. 6084, said right of way was amended as to the usage and rights contained therein.

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

Granted to: Tidewater Oil Company, a Delaware corporation

Purpose: Pipelines for transportation of oil, petroleum, gas, water and other substances

Recording Date: January 31, 1967

Recording No.: 3838, Volume 3101, Page 619, of Official Records

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

Granted to: The Pacific Telephone and Telegraph Company

Purpose: Communications Systems, with the right of ingress and egress

Recording Date: October 10, 1972

Recording No.: Book 3696, Page 537, Official Records

Affects: As delineated therein

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

Stuart R. Clever and Diana H. Clever, his wife, as community property Granted to:

Purpose: Pipeline to convey water, ingress and egress

Recording Date: August 1, 1973

Recording No.: Book 3789. Page 460. Official Records

Affects: as described therein

41. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seg. 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: September 18, 1973

Stuart R. Clever, et ux. and the County of San Joaquin Executed by:

Recording Date: October 4, 1973

Recording No.: Volume 3808, Page 16, Official Records

Affects: Parcel Two

Said contract is subject to the following document:

Entitled: Notice of Nonrenewal September 5, 2024 Recording Date:

Recording No.: 2024-075587, of Official Records

This document is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items and/or make further requirements after such review.

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(continued)

42. 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: December 26, 1973

Executed by: Joseph C. Brichetto, et al. and the County of San Joaquin

Recording Date: January 31, 1974

Recording No.: Volume 3840, Page 223, Official Records

Affects: Parcel Six and other land

Said contract is subject to the following document:

Entitled: Notice of Nonrenewal Recording Date: September 29, 2005

Recording No.: 2005-244187, Official Records

This document is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items and/or make further requirements after such review.

43. 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.

Executed by: Joseph C. Brichetto, as trustee under Declaration of Trust dated July 5, 1967

Recording Date: January 31, 1974

Recording No.: Book 3840, Page 228, of Official Records
Affects: A portion of said land and other land

Said contract is subject to the following document:

Entitled: Notice of Nonrenewal Recording Date: November 2, 2005

Recording No.: 2005-276079, of Official Records

This document is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items and/or make further requirements after such review.

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(continued)

Said contract is subject to the following document:

Entitled: Notice of Nonrenewal Recording Date: August 28, 2024

Recording No.: 2024-072473, of Official Records

This document is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items and/or make further requirements after such review.

- 44. Intentionally Deleted
- 45. Intentionally Deleted
- 46. 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: January 6, 1976

Executed by: Edgar R. Thoming, Trustee, the Edgar R. Thoming Family Trust, dated January 28, 1975

Recording Date: January 22, 1976

Recording No.: 3367, Book 4075, Page 60, of Official Records

Affects: Parcel Seven

47. 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: July 23, 1981

Executed by: The Board of Supervisors of the County of San Joaquin

Recording Date: August 6, 1981

Recording No.: 81050847, of Official Records
Affects: Parcel Twelve and other land

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

Granted to: Chevron U.S.A., Inc. a corporation, and Standard Gasoline Company, a corporation

Purpose: A cathodic pipe protection system and appurtenances, hereinafter called "Cathodic System"

Recording Date: January 4, 1982

Recording No.: 82-000066, of Official Records

Affects: as described therein

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(continued)

Assignment of Easement and Right-of-Way

Recording Date: July 15, 1993

Recording No.: 93081616, of Official Records

49. Matters contained in that certain document

Entitled: Agreement

Executed by: Nyla Fornaciari, et al

Recording Date: July 26, 1985

Recording No.: 85049666, of Official Records

Reference is hereby made to said document for full particulars.

50. 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: Pipe line transmission facilities

Recording Date: October 15, 1991

Recording No.: 91-101854, of Official Records

Affects: "The strip of land of the uniform width of 50 feet, the approximate centerline of which is as shown colored red on the map attached hereto and made a part hereof", no map is attached to said document.

51. 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: Pipe line transmission facilities

Recording Date: October 15, 1991

Recording No.: 91101856, of Official Records

52. Matters contained in that certain document

Entitled: Judgment, Superior Court case No. 227517

Recording Date: November 21, 1996

Recording No.: 96-116252, of Official Records

Reference is hereby made to said document for full particulars.

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(continued)

53. Matters contained in that certain document

> Entitled: Addendum to Agreement Recorded as Document 85049666

Executed by: Joan Rhea, et al. Recording Date: July 21, 1998

Recording No.: 98083122, of Official Records

Reference is hereby made to said document for full particulars.

54. 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: January 6, 1976

Executed by: The County of San Joaquin and Vernalis Partners, Ltd.

Recording Date: October 19, 2000

Recording No.: 00122785, of Official Records

Affects: Parcel Seven

55. Matters contained in that certain document

> Entitled: Certificate of Compliance

San Joaquin County, Community Development, Department Executed by:

Recording Date: September 23, 2004

Recording No.: 2004-215889, of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcel One and other land

Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. 56. 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.

October 16, 2007 Dated: Joan Shea Trust et al Executed by: Recording Date: October 24, 2007

Recording No.: 2007-183557, of Official Records Affects: Parcels One, Six and other land

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(continued)

57. Matters contained in that certain document

> Entitled: Agreement and Covenant

Dated: February 5, 2009

Executed by: Cemex Construction Materials Pacific, LLC, a Delaware limited liability company, DE Silva Gates Construction, LP, a California limited Partnership, DSS Company, a California corporation, Granite Construction Company, a California corporation, A. Teichert & Son, Inc., a California corporation, dba Teichert Aggregates, a California corporation, West Coast Aggregates, Inc., a California corporation, and Vernalis

Partners, a California Limited Partnership, Jeffrey and Jacqueline Brown, as individuals, and Oak Park Properties,

a California Limited Partnership February 9, 2009 Recording Date:

2009-023167, of Official Records Recording No.:

Reference is hereby made to said document for full particulars.

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

Banta Carbona Irrigation District, a public agency of the State of California Granted to:

Roadway purposes, cathodic protection, and construction, installation, operation and Purpose:

maintenance of underground utilities, including, but not limited to, buried electric line to operate, maintain, expand

and improve BCID's existing Pumping Plant #7

Recording Date: June 18, 2009

Recording No.: 2009-091934, of Official Records

Affects: A portion of Parcel Seven, as described therein

An agreement to modify the terms and provisions of the said document, as therein provided

Executed by: Banta Carbona Irrigation District, a public agency of the State of California

Recording Date: October 19, 2012

2012-136390, of Official Records Recording No.:

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

> Amount: \$1,000,000.00 Dated: December 8, 2020

Trustor/Grantor Amanjit Singh Sandhu and Pulvy Kaur Sandhu, husband and wife

Trustee: American AgCredit, FLCA

Beneficiary: American AgCredit, FLCA, a corporation

Recording Date: December 14, 2020

2020-175733, of Official Records Recording No.:

Affects: Parcels Eight, Nine and Ten

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(continued)

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

Entitled: Leasehold Subordination Agreement

Lessor: Amanjit Singh Sandhu and Pulvy Kaur Sandhu, husband and wife

Brothers Farms, a California general partnership Lessee:

Recording Date: December 14, 2020

Recording No.: 2020-175734, of Official Records

Affects: Parcels Eight, Nine and Ten

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 14, 2020 at Recording No. 2020-175734, of Official Records which states that said lease has been made subordinate to the document

Entitled: Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing

Recording Date: December 14, 2020

Recording No.: 2020-175733, of Official Records

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

> Amount: \$9.000.000.00 Dated: December 8, 2020

Trustor/Grantor Karnail Singh Sandhu and Ranbir Kaur Sandhu, Trustees of the Karmail Singh Sandhu and

Ranbir Kaur Sandhu 2012 Trust dated March 30, 2012 Satnam Singh Sandhu and Manjeet Kaur Sandhu,

Trustees of the Satnam Singh Sandhu and Manjeet Kaur Sandhu and Inderjit Sandhu 2012 Trust dated March 30, 2012

American AgCredit, FLCA Trustee:

American AgCredit, FLCA, a corporation Beneficiary:

Recording Date: December 15, 2020

2020-176686, of Official Records Recording No.:

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(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: \$5,100,000.00 Dated: December 18, 2020

Trustor/Grantor: Karnail Singh Sandhu and Ranbir Kaur Sandhu, Trustees of the Kamail Singh Sandhu and Ranbir Kaur Sandhu 2012 Trust dated March 30, 2012; Satnam Singh Sandhu and Manjeet Kaur Sandhu, Trustees of the Satnam Singh Sandhu and Manjeet Kaur Sandhu 2012 Trust dated March 30, 2012; and, Igbal Singh Sandhu and Inderjit Sandhu, Trustees of the Igbal Singh Sandhu and Inderjit Sandhu 2012 Trust dated

March 30, 2012

Trustee: American AgCredit, FLCA Beneficiary: American AgCredit, FLCA Recording Date: December 24, 2020

Recording No.: 2020-182638, of Official Records

Affects: Parcel Seven

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

Entitled: Leasehold Subordination Agreement

Karnail Singh Sandhu and Ranbir Kaur Sandhu. Trustees of the Kamail Singh Sandhu and Lessor: Ranbir Kaur Sandhu 2012 Trust dated March 30, 2012; Satnam Singh Sandhu and Manjeet Kaur Sandhu, Trustees of the Satnam Singh Sandhu and Manjeet Kaur Sandhu 2012 Trust dated March 30, 2012; and, Igbal Singh Sandhu and Inderjit Sandhu, Trustees of the Igbal Singh Sandhu and Inderjit Sandhu 2012 Trust dated March 30, 2012

Lessee: Sandhu Brothers Farms, a California general partnership

Recording Date: December 15, 2020

Recording No.: 2020-176687, 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 15, 2020 at Recording No. 2020-176687, of Official Records which states that said lease has been made subordinate to the document

Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing Entitled:

Recording Date: December 15, 2020

2020-176686, of Official Records Recording No.:

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(continued)

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

Amount: \$255,293.00 Dated: December 18, 2020

Trustor/Grantor Karnail Singh Sandhu and Ranbir Kaur Sandhu, Trustees of the Kamail Singh Sandhu and Ranbir Kaur Sandhu 2012 Trust dated March 30, 2012; Satnam Singh Sandhu and Manjeet Kaur Sandhu, Trustees of the Satnam Singh Sandhu and Manjeet Kaur Sandhu 2012 Trust dated March 30, 2012; and, Iqbal Singh Sandhu and Inderjit Sandhu, Trustees of the Iqbal Singh Sandhu and Inderjit Sandhu 2012 Trust dated

March 30, 2012

Trustee: American AgCredit, PCA
Beneficiary: American AgCredit, PCA
Recording Date: December 24, 2020

Recording No.: 2020-182640, of Official Records

Affects: Parcel Seven and other land

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

Entitled: Leasehold Subordination Agreement

Lessor: Karnail Singh Sandhu and Ranbir Kaur Sandhu, Trustees of the Kamail Singh Sandhu and Ranbir Kaur Sandhu 2012 Trust dated March 30, 2012; Satnam Singh Sandhu and Manjeet Kaur Sandhu, Trustees of the Satnam Singh Sandhu and Manjeet Kaur Sandhu 2012 Trust dated March 30, 2012; and, Iqbal Singh Sandhu and Inderjit Sandhu, Trustees of the Iqbal Singh Sandhu and Inderjit Sandhu 2012 Trust dated March 30, 2012

Lessee: Sandhu Brothers Farms, a California general partnership

Recording Date: December 24, 2020

Recording No.: 2020-182641, 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 24, 2020 at Recording No. 2020-182641, of Official Records which states that said lease has been made subordinate to the document

Entitled: Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing

Recording Date: December 24, 2020

Recording No.: 2020-182640, of Official Records

65. Intentionally Deleted

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(continued)

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

Amount: \$31,300,000.00 Dated: \$eptember 20, 2021

Trustor/Grantor Iqbal Singh Sandhu and Inderjit Sandhu, Trustees of the Iqbal Singh Sandhu and Inderjit

Sandhu 2012 trust dated march 30, 2012 Trustee: American AgCredit FLCA

Beneficiary: American AgCredit, FLCA, a corporation

Recording Date: September 24, 2021

Recording No.: 2021-161399, of Official Records

Affects: Parcel Two

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(continued)

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

Amount: \$53,400,000.00 Dated: February 10, 2022

Trustor/Grantor Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife as community property with right of survivorship, as to an undivided 33% interest and Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife as community property with right of survivorship, as to an undivided 33% interest, and Igbal S. Sandhu ("Igbal") and Inderjit Sandhu ("Inderjit"), husband and wife as community property wilh right of survivorship, as to an undivided 34% interest, all as tenants in common, as to the real property described in Exhibit A; Maninder Singh Sandhu ("Maninder"), a married man as his sole and separate property, as to an undivided 19% interest, Sukhjit S. Sandhu ("Sukhjit"), a single man, each as to an undivided 62% interest, and Pinderjit S. Sandhu ("Pinderjit"), a single man, as to an undivided 19% interest, as tenants in common, as to the real property described in Exhibit B: Satnam and Manieet, husband and wife as community property with right of survivorship, as to an undivided 33% interest and Karnail and Ranbir, husband and wife as community property With right of survivorship, as to an undivided 33% interest and Iqbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 34% interest, all as tenants in common, as to Parcels One and Five described; Maninder, a married man as his sole and separate property, as to an undivided 57.20% interest; Satnam and Manjeet, husband and wife as community property with right of survivorship, as to an undivided 14.27% interest, and Karnail and Ranbir, husband and wife as community property with right of survivorship, as to an undivided 14.27% interest, and Iqbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 14.26% interest, all as tenants in common, as to Parcel Two described in Exhibit C; Maninder, a married man as his sole and separate property, as to an undivided 68.80% interest: Satnam and Manipet, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest and Karnail and Ranbir, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest and Igbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest, all as tenants in common, as to Parcel Three described in Exhibit C; and Maninder Singh Sandhu, a married man as his sole and separate properly, as to Parcels Four, Six and Seven described in Exhibit C

Trustee: Leonides A. Moreno, a resident of the State of California

Beneficiary: Metlife Real Estate Lending LLC, a Delaware limited liability company

Loan No.: 202438

Recording Date: February 22, 2022

Recording No.: 2022-023759, of Official Records

Affects: Parcels One, Six and other land

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(continued)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife, Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife, and Iqbal S. Sandhu ("Iqbal") and Inderjit Sandhu ("Inderjit"), husband and wife, Maninder Singh Sandhu ("Maninder"), Sukhjit S. Sandhu ("Sukhjit"), a single man, Pinderjit S. Sandhu ("Pinderjit"), Amanjit S. Sandhu ("Amanjit") (Santam, Manjeet, Karnail, Inderjit, Maninder, Sukhjit, Pinderjit and Amanjit, individually and collectively, "Trustor"), and Metlife Real Estate Lending LLC, a Delaware limited liability company ("Beneficiary"), with Leonides A. Moreno

Recording Date: June 28, 2022

Recording No.: 2022-079663, of Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife, Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife, and Iqbal S. Sandhu ("Iqbal") and Inderjit Sandhu ("Inderjit"), husband and wife, Maninder Singh Sandhu ("Maninder"), Sukhjit S. Sandhu ("Sukhjit"), a single man, Pinderjit S. Sandhu ("Pinderjit"), Amanjit S. Sandhu ("Amanjit") (Santam, Manjeet, Karnail, Inderjit, Maninder, Sukhjit, Pinderjit and Amanjit, individually and collectively, "Trustor"), Sandhu Family Enterprises, LLC and Metlife Real Estate Lending LLC, a Delaware limited liability company ("Beneficiary"), with Leonides A. Moren

Recording Date: October 17, 2022

Recording No.: 2022-119621, of Official Records

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

Granted to: Maninder Singh Sandhu, a married man as his sole and separate property, as to an undivided 19% interest, Sukhjit S. Sandhu, a single man, each as to an undivided 62% interest, and Pinderjit S. Sandhu, a single man, as to an undivided 19% interest, as tenants in common

Purpose: Well easement, well rights and pipeline easement

Recording Date: February 22, 2022

Recording No.: 2022-023760, of Official Records

Affects: Parcel One

69. Matters contained in that certain document

Entitled: Subordination and Intercreditor Agreement

Dated: February 10, 2022

Executed by: Metlife Real Estate lending LLC, a Delaware limited liability company and American AgCredit,

PCA

Recording Date: February 22, 2022

Recording No.: 2022-023761, of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcels One, Six and other land

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(continued)

Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: June 28, 2022

Recording No.: 2022-079664, of Official Records

70. Matters contained in that certain document

> Entitled: Subordination and Intercreditor Agreement

Dated: February 10, 2022

Executed by: Metlife Real Estate Lending LLC, a Delaware limited liability company and American AgCredit,

FLCA

Recording Date: February 22, 2022

Recording No.: 2022-023762, of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcels One, Six and other land

Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: June 28, 2022

Recording No.: 2022-079665, of Official Records

Second Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: October 17, 2022

Recording No.: 2022-119623, of Official Records

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

> \$26,500,000.00 Amount: Dated: May 6, 2024

Trustor/Grantor Amanjit Sandhu, a married man as his sole and separate property and Sukhjit Singh Sandhu,

trustee of the Sukhjit S. Sandhu Separate Property Trust dated April 25, 2024

American AgCredit, FLCA Trustee: American AgCredit, FLCA Beneficiary:

Recording Date: May 16, 2024

2024-040834, of Official Records Recording No.:

Affects: Parcel Five

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(continued)

72. 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 and Sukhjit

Lessee: Sandhu Brothers Farms, a California general partnership

Recording Date: May 16, 2024

Recording No.: 2024-040836, of Official Records

Affects: Parcel Five

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 May 16, 2024 at Recording No. 2024-040836, of Official Records which states that said lease has been made subordinate to the document

Entitled: Deed of Trust Recording Date: May 16, 2024

Recording No.: 2024-040834, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT B:

- 73. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 74. 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.
- 75. Taxes and assessments levied by the Plainview Water District.
- 76. Taxes and assessments levied by the Hospital Water District.
- 77. 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: May 21, 1906

Recording No.: Book 129 of "A" of Deeds, Page 140
Affects: The West 25 feet of Parcels 1 and 4

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(continued)

78. 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 of Parcels 6, 7, 10 and 11

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

Granted to: The Unites States of America

Purpose: Flood and seep Recording Date: March 3, 1948

Recording No.: Book 1122, Page 155, of Official Records

Affects: a portion of Parcels 7, 8 and 9 as shown on said filed parcel map

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

Granted to: Union Oil Company of California, a corporation

Purpose: pipelines

Recording Date: August 10, 1956

Recording No.: Book 1893, Page 244 of Official Records

Affects: a portion of Parcel 4

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

Note: By instrument recorded August 30, 1957 in <u>Book 1998, at Page 151</u>, San Joaquin County Records, an Oleum Lease was recorded to Santa Clara Pipe Line Company.

A supplement to said lease was recorded November 25, 1957 in <u>Book 2019 at Page 175</u>, San Joaquin County Records.

By Instrument recorded November 25, 1957 in <u>Book 2019</u>, at <u>Page 180</u>, San Joaquin County Records, Union Oil Company sold, transferred and set over said pipe line to Santa Clara Pipe Line Company.

By Instrument recorded November 25, 1957 in <u>Book 2019</u>, at <u>Page 183</u>, San Joaquin County Records, said pipe line company sublet said pipe line right of way to Union Oil Company.

Said Santa Clara Pipe Line Company executed a Suppelemental Indenture to Security First National Bank, as trustee, supplementing an indenture of mortgage and deed of trust dated September 1, 1954, recorded November 25, 1957 in Book 2019, at Page 326, San Joaquin County Records.

A Certificate of Re-Recordation thereof was recorded May 18, 1959, in <u>Book 2179</u>, at <u>Page 587</u>, San Joaquin County Records.

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(continued)

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

Granted to: United States of America

Purpose: Pipe lines, together with the right of ingress and egress

Recording Date: May 25, 1953

Recording No.: Book 1526 at Page 188 of Official Records

Affects: a portion of Parcels 4, 5 and 7

82. 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 document,

Recording Date: January 11, 1965

Recording No.: Book 2906, Page 91, of Official Records

83. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California Name of Street or Highway: Highway 580 Recording Date: January 11, 1965

Book 2906. Page 91 of Official Records Recording No.:

84. 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 document,

Recording Date: January 11, 1965

Recording No.: Book 2906, Page 99, of Official Records

85. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

State of California County/City/State: Name of Street or Highway: Highway 580 Recording Date: January 11, 1965

Book 2906, Page 99 of Official Records Recording No.:

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

Granted to: State of California

Purpose: Road

Recording Date: January 12, 1965

Book 2906, Page 439 of Official Records Recording No.:

Affects: a portion of Parcel 2

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(continued)

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

Granted to: State of California
Purpose: Drainage facilities
Recording Date: January 12, 1965

Recording No.: Book 2906, Page 439, of Official Records

Affects: a portion of Parcel 8

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

Granted to: State of California
Purpose: Drainage facilities
Recording Date: January 12, 1965

Recording No.: Book 2906, Page 443 of Official Records

Affects: a portion of Parcel 8

89. 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: Pipeline conveying oil, gas, petroleum products of any other liquids, gases or substances

Recording Date: August 3, 1992

Recording No.: 92089118, of Official Records portions of Parcels 7 8 and 9

By Instrument recorded July 17, 2000, as <u>Instrument No. 00080020</u>, San Joaquin County Records, Pacific Gas and Electric Company conveyed a relevant interest (as therein provided) in and to Seller's Natural Gas Transmssion "Line 401" to Sacramento Municipal Utility District, a California municipal utility district.

90. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said <u>tract/plat</u>;

Purpose: Ingress/egress & utility easement (private roadway), public utility, drainage and water

Affects: as shown thereon

91. 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 document,

Recording Date: February 4, 1965

Recording No.: Book 2914, Page 68, of Official Records

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(continued)

92. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California Name of Street or Highway: Highway 580 Recording Date: February 4, 1965

Recording No.: Book 2914, Page 68, of Official Record

93. 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 document,

Recording Date: February 4, 1965

Recording No.: Book 2914, Page 72, of Official Records

94. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California Name of Street or Highway: Highway 580 Recording Date: February 4, 1965

Recording No.: Book 2914, Page 72, of Official Record

- 95. The following matters shown or disclosed by the filed or recorded map referred to in the legal description:
 - A) Banta-Carbona Canal 50 foot right of way, Volume 92 of Official Records, at Page 196, San Joaquin County Records, cannot be reconstructed beyond a reasonable doubt per deed;
 - B) If followed verbatim the right of way for the Banta-Carbona Irrigation District right of way would fall outside of the physical location of the constructed canal. They have indicated they are aware of description problems for the canal right of way and have ruled that the physical location of the canal "holds";
 - C) All persons purchasing parcels within the boundaries of this approved map should be prepared to accept the inconveniences or discomforts associated with agricultural operations or activities, such as noise, odors, insects, dust and fumes. San Joaquin County has determined that such improvements or discomforts shall not be considered to be a nuisance.
- 96. A deed of trust to secure an indebtedness in the amount shown below.

\$1,775,000,00 Amount: Dated: January 26, 2016

Pinderjit S. Sandhu, a single man Trustor/Grantor Trustee: American AgCredit, FLCA

American AgCredit, FLCA, a corporation existing and operating under the Farm Credit Act of Beneficiary:

1971

Recording Date: February 2, 2016

2016-012955, of Official Records Recording No.:

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(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: \$6,600,000.00 Dated: January 26, 2016

Trustor/Grantor: Pinderjit S. Sandhu, a single man Trustee: American AgCredit, FLCA

Beneficiary: American AgCredit, FLCA, a corporation existing and operating under the Farm Credit Act of

1971

Recording Date: March 10, 2020

Recording No.: 2020-031081, of Official Records

Affects: The herein described Land and other land.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. Under California Civil Code §2943.1 it is a requirement that the Trustor/Grantor of said Deed of Trust either immediately provide the beneficiary with the "Borrower's instruction to Suspend and Close Equity Line of Credit" or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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: \$16,000,000.00 January 26, 2016 Dated:

Trustor/Grantor: Pinderjit S. Sandhu, a single man

Trustee: American AgCredit, FLCA

American AgCredit FLCA, a corporation existing and operating under the Farm Credit Act of Beneficiary:

1971

Recording Date: September 17, 2021

Recording No.: 2021-156860, of Official Records

Affects: The herein described Land and other land.

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

Entitled: Leasehold Subordination Agreement Pinderjit S. Sandhu, a single man Lessor:

SB Ranches, Inc., a California corporation Lessee:

Recording Date: February 2, 2016

2016-012956, of Official Records Recording No.:

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

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(continued)

An agreement recorded February 2, 2016 at <u>Recording No. 2016-012956</u>, of <u>Official Records</u> which states that said lease has been made subordinate to the document

Entitled: Deed of Trust Recording Date: February 2, 2016

Recording No.: 2016-012955 of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT C:

- 98. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 99. 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.
- 100. Taxes and assessments levied by the Plainview Water District.
- 101. Taxes and assessments levied by the Hospital Water District.
- 102. 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 560

Affects: Westerly 20 feet

103. 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: January 8, 1915

Recording No.: Book 250 of "A" of Deeds, Page 403

Affects: as described therein

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

Granted to: Valley Pipeline Company

Purpose: Roadway over the Southerly boundary

Recording Date: January 8, 1915

Recording No.: Book 250 of "A" of Deeds, Page 403

Affects: as described therein

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(continued)

The effect of a Quitclaim Deed

Recording Date: January 23, 1975

Recording No.: 3127 in Book 3947, Page 618, of Official Records

105. 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: Pipelines

Recording Date: December 20, 1929

Recording No.: Book 305 at Page 85, of Official Records

Affects: a fifteen foot strip running Northwesterly and Southeasterly of Section 22

106. Matters contained in that certain document

Entitled: Right of Way Agreement

Dated: January 1, 1753 Recording Date: March 11, 1954

Recording No.: Book 1612, Page, 206 of Official Records

Reference is hereby made to said document for full particulars.

107. Matters contained in that certain document

Entitled: Right of Way Agreement Dated: December 24, 1954

Executed by: Book 1699, Page 530, of Official Records

Recording Date: December 24, 1954

Recording No.: Book 1699, Page 530, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Joseph C. Brichetto for his natural life with the remainder to Nyla B. Fornaciari and Joan B.

Shea

Purpose: Pipeline

Recording Date: March 22, 1968

Recording No.: Book 3196, Page 615, of Official Records a portion of the Westerly boundary

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(continued)

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

Granted to: Joseph C. Brichetto for and during the term of his natural life with remainder in fee to Nyla B.

Fornaciari and Joan B. Shea, their heirs, executors, administrator and assigns, forever

Purpose: Pipeline for conveying water

Recording Date: March 22, 1968

Recording No.: Book 3196, Page 615, of Official Records

Affects: a Westerly portion

110. 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.

Executed by: Mark E. McDonald, et al and the County of San Joaquin

Recording Date: February 18, 1972

Recording No.: 7576, Book 3622, Page 276, of Official Records

Said contract was amended by agreement

November 28, 2005 Recording Date:

Recording No.: 2005-296144, of Official Records

111. 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: **Pipelines** Recording Date: August 20, 1992

Recording No.: 92096458, of Official Records The Southwest 1/4 of Section 22 Affects:

and Recording Date: June 21, 1993

and Recording No.: 93071406, of Official Records

112. 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.

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(continued)

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

Dated: August 2, 2017

Trustor/Grantor Pinderjit S. Sandhu, an unmarried man

Trustee: American AgCredit, FLCA
Beneficiary: American AgCredit, FLCA
Recording Date: September 12, 2017

Recording No.: 2017-105116, 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: \$6,600,000.00 Dated: August 2, 2017

Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man

Trustee: American AgCredit, FLCA

Beneficiary: American AgCredit, FLCA, a corporation

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: \$16,000,000.00 Dated: August 2, 2017

Trustor/Grantor: Pinderjit S. Sandhu, an unmarried man

Trustee: American AgCredit, FLCA

Beneficiary: American AgCredit, FLCA, a corporation

Recording Date: September 17, 2021

Recording No.: 2021-156862, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT D:

- 114. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 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.
- 116. Taxes and assessments levied by the Plainview Water District.
- 117. Taxes and assessments levied by the Hospital Water District.

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(continued)

118. Rights of the public to any portion of the Land lying within the area commonly known as

Chrisman Road.

119. 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(s) and a line of poles

Recording Date: January 8, 2015

Recording No.: Book A of Deeds, Volume 252, Page 174

120. 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: Pipe lines

Recording Date: November 9, 1929

Recording No.: Book 296, Page 434, of Official Records

121. Matters contained in that certain document

> Entitled: Agreement Modifying Easement

Dated: July 30, 1992

Executed by: Joseph V. Castillo, et al and Pacific Gas and Electric Company

Recording Date: August 20, 1992

92-096457, of Official Records Recording No.:

Reference is hereby made to said document for full particulars.

122. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Recording Date: May 25, 1959

Book 2182, Page 315 of Official Records Recording No.:

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

Granted to: Nyla B. Fornaciari and Joan B. Shea

Purpose: Pipe line

Recording Date: February 24, 1966

Recording No.: 9327, Book 3027, Page 656 of Official Records

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(continued)

124. Any rights incidental to the ownership and development of the mineral interest excepted or reserved in the document

Recording Date: August 29, 1974

Recording No.: 41073, of Official Records

125. 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: a line of poles, conduits and pipes

Recording Date: November 30, 1987

Recording No.: 87-108300, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Plain View Water District

Purpose: Perpetual and non-exclusive easement and right of way for pipe line(s) and electrical

transmission lines

Recording Date: March 19, 2001

Recording No.: 2001-037663, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: \$6,200,000.00 Dated: July 11, 2012

Trustor/Grantor Gurvinder Musafar, a married man as to an undivided 50.0000 percent interest and Kasmir

Takhar, a widow as to an undivided 50.0000 percent interest as tenants in common

Trustee: Chicago Title Company, a California corporation

Beneficiary: Raymond V. Castello, a married man, Eileen J. Mareno, also known as Eileen J. Moreno, a married woman, Linda M. Orr, a married woman, Raymond V. Castello, as trustee of the Castello Survivor's exempt trust for the benefit of Eileen J. Marino established under the Castello Family Trust dated July 17, 1997, and Raymond V. Castello, as trustee of the Castello Survivor's Exempt Trust for the benefit of Raymond V. Castello, as trustee of the Castello Survivor's Exempt Trust for the benefit of Linda M. Orr established under the Castello Family Trust dated July 17, 1997, as their interests appear of record.

Recording Date: July 26, 2012

Recording No.: 2012-094069, of Official Records

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(continued)

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

Granted to: Maninder Singh Sandhu, Sukhjit S. Sandhu & Pinserjit S. Sandhu

Purpose: Pipe line

Recording Date: February 22, 2022

Recording No.: 2022-023760, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT E:

- 129. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 130. 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.
- 131. Taxes and assessments levied by the Plainview Water District.
- 132. Taxes and assessments levied by the Hospital Water District.
- 133. Rights of the public to any portion of the Land lying within the area commonly known as

Chrisman Road.

134. 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: September 18, 1973

Executed by: Stuart R. Clever, et ux and the County of San Joaquin

Recording Date: October 4, 1973

Recording No.: 47196, Book 3808, Page 16, of Official Records

Affects: said Land and other land

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(continued)

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

Amount: \$650,000.00 Dated: June 25, 2013

Trustor/Grantor Ramandeep Sandhu, a single woman

Trustee: American AgCredit, FLCA

Beneficiary: American AgCredit, FLCA, a corporation

Recording Date: July 11, 2013

Recording No.: 2013-090554, of Official Records

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

Entitled: Leasehold and Option Subordination
Lessor: Ramandeep K. Sandhu, a single woman
Lessee: Sandhu Bros., a California general partnership

Recording Date: July 11, 2013

Recording No.: 2013-090555, 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 July 11, 2013 at Recording No. 2013-090555, of Official Records which states that said lease has been made subordinate to the document

Entitled: Deed of Trust Recording Date: July 11, 2013

Recording No.: 2013-090554, of Official Records

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

Optionor: Ramandeep K. Sandhu, a single woman
Optionee: Sandhu Bros., a California general partnership
Disclosed by: Leasehold and Subordination Agreement

Recording Date: July 11, 2013

Recording No.: 2013-090555, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT F:

138. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

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(continued)

- 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.
- 140. Taxes and assessments levied by the Plainview Water District.
- 141. Taxes and assessments levied by the Hospital Water District.
- 142. 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: January 8, 1915

Recording No.: Book "A" of Deeds, Volume 250, Page 403

143. 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, <u>Book 1699</u>, <u>Page 530</u>, of <u>Official Records</u>

Reference is hereby made to said document for full particulars.

144. 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.

145. Matters contained in that certain document

Entitled: Grant of Pipeline Sharing Easement and Agreement

Dated: August 9, 2010

Executed by: Pinderjit S. Sandhu, a single man and Maninder S. Sandhu, a married man dealing with his

sole and separate property and Frank Joseph Borges

Recording Date: August 30, 2010

Recording No.: 2010-113026, of Official Records

Reference is hereby made to said document for full particulars.

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(continued)

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

Amount: \$3,840,000.00 Dated: September 16, 2015

Trustor/Grantor Crown Nut Company, Inc. and Pinderjit S. Sandhu

Trustee: First Santa Clara Corporation

Beneficiary: Bank of the West, a California banking corporation

Recording Date: June 9, 2015

Recording No.: 2015-067128, of Official Records

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

> Amount: \$6,600,000.00; \$2,950,000.00; 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

American AgCredit, FLCA, a corporation Beneficiary:

March 10, 2020 Recording Date:

2020-031080, of Official Records Recording No.:

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

American AgCredit, FLCA Trustee:

Beneficiary: American AgCredit, FLCA, a corporation

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: \$16,000,000.00 February 21, 2020 Dated:

Pinderjit S. Sandhu, an unmarried man Trustor/Grantor:

American AgCredit, FLCA Trustee:

American AgCredit, FLCA, a corporation Beneficiary:

Recording Date: September 17, 2021

Recording No.: 2021-156861, of Official Records

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(continued)

148. 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: Crown Nut Company, Inc., a California corporation and Sandhu Brothers Farms, a California

general partnership

Recording Date: March 11, 2020

Recording No.: 2020-074802, 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 11, 2020 at <u>Recording No. 2020-031487</u>, of <u>Official Records</u> 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

149. Matters contained in that certain document

Entitled: Landlord and Mortgagee Waiver

Executed by: Farm Credit Leasing Services Corporation, Crown Nut Company, Inc. and Pinderjit S Sandhu

Recording Date: June 25, 2020

Recording No.: 2020-074802, of Official Records

Reference is hereby made to said document for full particulars.

150. Matters contained in that certain document

Entitled: Landlord and Mortgagee Waiver

Executed by: Farm Credit Leasing Services Corporation, Crown Nut Company, Inc. and Pinderjit S Sandhu

Recording Date: June 16, 2020

Recording No.: 2020-074979, of Official Records

Reference is hereby made to said document for full particulars.

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(continued)

151. Matters contained in that certain document

> Entitled: Landlord and Mortgagee Waiver

Executed by: Farm Credit Leasing Services Corporation, Crown Nut Company, Inc. and Pinderjit S Sandhu

Recording Date: June 16, 2022

Recording No.: 2022-074979, of Official Records

Reference is hereby made to said document for full particulars.

152. A financing statement as follows:

> Debtor: Crown Nut Company, Inc. and Pinderjit S Sandhu

Secured Party: Farm Credit Leasing Services Corporation

Recording Date: July 25, 2022

2022-089499, of Official Records Recording No.:

153. A financing statement as follows:

> Debtor: Crown Nut Company, Inc. and Pinderjit S. Sandhu

Farm Credit Leasing Services Corporation Secured Party:

Recording Date: January 3, 2023

Recording No.: 2023-000251, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT TRACT G:

154. Matters contained in that certain document

> Entitled: Conditional Certificate 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.

- 155. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 156. 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.
- 157. Taxes and assessments levied by the Plainview Water District.

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(continued)

158. Taxes and assessments levied by the Hospital Water District.

159. 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: January 12, 1988

Recording No.: 88002596, of Official Records

Affects: as described therein

Reference is hereby made to said document for full particulars.

160. A financing statement as follows:

Debtor: Branden Mendes

Secured Party: Tesla, Inc.

Recording Date: September 27, 2018

Recording No.: 2018-107703, of Official Records

161. 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: 10/09/2018

Recording No.: 2018-112128, of Official Records

162. 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: OakValley Bancorp.

Beneficiary: Oak Valley Community Bank

Recording Date: February 26, 2021

Recording No.: 2021-036130, of Official Records

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(continued)

163. 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: \$850,000.00

Assigned to: OakValley 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

164. 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 Recording No. 2021-036132, of Official Records 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 EXCEPTIONS AFFECT TRACT H:

- 165. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 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.
- 167. Taxes and assessments levied by the Plainview Water District.
- 168. Taxes and assessments levied by the Hospital Water District.

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(continued)

169. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on

Map/Plat: PARCEL MAP Recording Date: July 27, 1989

Recording No.: Book 16 of Parcel Maps, at Page 106

Purpose: Private Roadway and Pipeline

Affects: Easterly 26 feet

170. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Roadway(s) and Pipeline(s)

Recording Date: November 6, 1989

Recording No.: 89103891, of Official Records

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

171. Matters contained in that certain document

Entitled: Certificate of Compliance

Recording Date: October 14, 1994

Recording No.: 94-114216, of Official Records

Reference is hereby made to said document for full particulars.

172. 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: October 16, 2007
Executed by: John Shea Trust et al
Recording Date: October 24, 2007

Recording No.: 2007-183557, of Official Records

Affects: said Land and other land

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(continued)

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

Amount: \$53,400,000.00 Dated: February 10, 2022

Trustor/Grantor Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife as community property with right of survivorship, as to an undivided 33% interest and Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife as community property with right of survivorship, as to an undivided 33% interest, and Igbal S. Sandhu ("Igbal") and Inderjit Sandhu ("Inderjit"), husband and wife as community property wilh right of survivorship, as to an undivided 34% interest, all as tenants in common, as to the real property described in Exhibit A; Maninder Singh Sandhu ("Maninder"), a married man as his sole and separate property, as to an undivided 19% interest, Sukhjit S. Sandhu ("Sukhjit"), a single man, each as to an undivided 62% interest, and Pinderjit S. Sandhu ("Pinderjit"), a single man, as to an undivided 19% interest, as tenants in common, as to the real property described in Exhibit B: Satnam and Manieet, husband and wife as community property with right of survivorship, as to an undivided 33% interest and Karnail and Ranbir, husband and wife as community property With right of survivorship, as to an undivided 33% interest and Iqbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 34% interest, all as tenants in common, as to Parcels One and Five described; Maninder, a married man as his sole and separate property, as to an undivided 57.20% interest; Satnam and Manjeet, husband and wife as community property with right of survivorship, as to an undivided 14.27% interest, and Karnail and Ranbir, husband and wife as community property with right of survivorship, as to an undivided 14.27% interest, and Iqbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 14.26% interest, all as tenants in common, as to Parcel Two described in Exhibit C; Maninder, a married man as his sole and separate property, as to an undivided 68.80% interest: Satnam and Manipet, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest and Karnail and Ranbir, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest and Igbal and Inderjit, husband and wife as community property with right of survivorship, as to an undivided 10.40% interest, all as tenants in common, as to Parcel Three described in Exhibit C; and Maninder Singh Sandhu, a married man as his sole and separate properly, as to Parcels Four, Six and Seven described in Exhibit C

Trustee: Leonides A. Moreno, a resident of the State of California

Beneficiary: Metlife Real Estate Lending LLC, a Delaware limited liability company

Loan No.: 202438

Recording Date: February 22, 2022

Recording No.: 2022-023759, of Official Records

Affects: The herein described Land and other land.

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(continued)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife, Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife, and Iqbal S. Sandhu ("Iqbal") and Inderjit Sandhu ("Inderjit"), husband and wife, Maninder Singh Sandhu ("Maninder"), Sukhjit S. Sandhu ("Sukhjit"), a single man, Pinderjit S. Sandhu ("Pinderjit"), Amanjit S. Sandhu ("Amanjit") (Santam, Manjeet, Karnail, Inderjit, Maninder, Sukhjit, Pinderjit and Amanjit, individually and collectively, "Trustor"), and Metlife Real Estate Lending LLC, a Delaware limited liability company ("Beneficiary"), with Leonides A. Moreno

Recording Date: June 28, 2022

Recording No.: 2022-079663, of Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Satnam S. Sandhu ("Satnam") and Manjeet K. Sandhu ("Manjeet"), husband and wife, Karnail S. Sandhu ("Karnail") and Ranbir K. Sandhu ("Ranbir"), husband and wife, and Iqbal S. Sandhu ("Iqbal") and Inderjit Sandhu ("Inderjit"), husband and wife, Maninder Singh Sandhu ("Maninder"), Sukhjit S. Sandhu ("Sukhjit"), a single man, Pinderjit S. Sandhu ("Pinderjit"), Amanjit S. Sandhu ("Amanjit") (Santam, Manjeet, Karnail, Inderjit, Maninder, Sukhjit, Pinderjit and Amanjit, individually and collectively, "Trustor"), Sandhu Family Enterprises, LLC and Metlife Real Estate Lending LLC, a Delaware limited liability company ("Beneficiary"), with Leonides A. Moren

Recording Date: October 17, 2022

Recording No.: 2022-119621, of Official Records

174. Matters contained in that certain document

Entitled: Subordination and Intercreditor Agreement

Dated: February 10, 2022

Executed by: Metlife Real Estate lending LLC, a Delaware limited liability company and American AgCredit,

PCA

Recording Date: February 22, 2022

Recording No.: 2022-023761, of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: June 28, 2022

Recording No.: 2022-079664, of Official Records

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(continued)

175. Matters contained in that certain document

Entitled: Subordination and Intercreditor Agreement

Dated: February 10, 2022

Executed by: Metlife Real Estate Lending LLC, a Delaware limited liability company and American AgCredit,

FLCA

Recording Date: February 22, 2022

Recording No.: 2022-023762, of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: June 28, 2022

Recording No.: 2022-079665, of Official Records

Second Amendment and Modification to Subordination and Intercreditor Agreement

Recording Date: October 17, 2022

Recording No.: 2022-119623, of Official Records

THE FOLLOWING EXCEPTIONS AFFECT ALL TRACTS HEREIN:

176. 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.

- 177. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 178. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF EXCEPTIONS

END OF SCHEDULE B, PART II

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INFORMATIONAL NOTES

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.

2. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Sukjit S. Sandhu, a single man, as to an undivided 62% interest

Grantee: Sukjit S. Sandhu, Trustee of the Sukhjit S. Sandhu Separate Property Trust dated April 25,

2024

Recording Date: May 6, 2024

Recording No.: 2024-037316, of Official Records

Affects: A 62% interest in Parcels One, Six of Tract A, all of Tract H, and other land

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

Tax Identification No.: 253-180-11 Fiscal Year: 2023-2024 1st Installment: \$3,637.42 2nd Installment: \$3.637.42 Land: \$480,905.00 Improvements: \$196,855.00 Code Area: 088-002

Bill No.: 253-180-11-0000

Affects: a portion of Parcel One of Tract A

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

Tax Identification No.: 253-190-11 Fiscal Year: 2023-202 1st Installment: \$1,808.82 2nd Installment: \$1,808.82 Land: \$324,408.00 Improvements: \$14,479.00 Code Area: 088-010

Bill No.: 253-190-11-0000

Affects: Parcel Two of Tract A

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

 Tax Identification No.:
 253-260-09

 Fiscal Year:
 2023-2024

 1st Installment:
 \$3,865.57

 2nd Installment:
 \$3,865.57

 Land:
 \$639,788.00

 Improvements:
 \$37,907.00

 Code Area:
 088-010

Bill No.: 253-260-09-0000

Affects: Parcel Six of Tract A

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

 Tax Identification No.:
 253-260-12

 Fiscal Year:
 2023-2024

 1st Installment:
 \$6,617.30

 2nd Installment:
 \$6,617.30

 Land:
 \$889,066.00

 Improvements:
 \$171,640.00

 Code Area:
 088-010

Bill No.: 253-260-12-0000

Affects: a portion of Parcel Five of Tract A

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

Tax Identification No.: 253-260-13 Fiscal Year: 2023-2024 \$11,006.28 1st Installment: \$11,006.28 2nd Installment: \$1.509.537.00 Land: Improvements: \$249.098.00 Fixtures: \$324,120,00 088-002 Code Area:

Bill No.: 253-260-13-0000

Affects: a portion of Parcel Five of Tract A

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

Tax Identification No.: 253-290-05 Fiscal Year: 2023-2024 1st Installment: \$18,552.70 2nd Installment: \$18.552.70 Land: \$2,786,276.00 \$504,594.00 Improvements: Personal Property: \$240,852.00 Code Area: 088-010

Bill No.: 253-290-05-0000

Affects: Parcel Seven of Tract A

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

Tax Identification No.: 253-180-06 Fiscal Year: 2023-2024 1st Installment: \$175.98 2nd Installment: \$175.98 Land: \$11,308.00 \$4,373.00 Improvements: \$16,320.00 Personal Property: 088-002 Code Area:

Bill No.: 253-180-06-0000

Affects: a portion of Parcel One of Tract A

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

 Tax Identification No.:
 253-290-11

 Fiscal Year:
 2023-2024

 1st Installment:
 \$5,253.52

 2nd Installment:
 \$5,253.52

 Land:
 \$945,242.00

 Improvements:
 \$53,040.00

 Code Area:
 088-002

Bill No.: 253-290-11-0000

Affects: Parcel Eight of Tract A

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

Tax Identification No.: 253-290-12 Fiscal Year: 2023-2024 1st Installment: \$2,273.69 2nd Installment: \$2.273.69 Land: \$359,372.00 Improvements: \$24,335.00 Personal Property: \$47,858.00 Code Area: 088-002

Bill No.: 253-290-12-0000

Affects: Parcel Nine of Tract A

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

Tax Identification No.: 253-290-13 Fiscal Year: 2023-2024 1st Installment: \$3,004.03 2nd Installment: \$3,004.03 Land: \$457,645.00 \$38,088.00 Improvements: Personal Property: \$74,908.00 088-002 Code Area:

Bill No.: 253-290-13-0000

Affects: Parcel Ten of Tract A

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

 Tax Identification No.:
 253-260-05

 Fiscal Year:
 2023-2024

 1st Installment:
 \$2,131.32

 2nd Installment:
 \$2,131.32

 Land:
 \$405,507.00

 Code Area:
 088-002

Bill No.: 253-260-05-0000

Affects: Parcel Eleven of Tract A

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

 Tax Identification No.:
 253-260-14

 Fiscal Year:
 2023-2024

 1st Installment:
 \$4,823.19

 2nd Installment:
 \$4,823.19

 Land:
 \$918,571.00

 Code Area:
 088-002

Bill No.: 253-260-14-0000

Affects: Parcel Twelve of Tract A

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

Tax Identification No.: 253-140-09 2023-2024 Fiscal Year: 1st Installment: \$256.02 2nd Installment: \$256.02 \$30,631.00 Land: Improvements: \$2,472.00 Fixtures: \$14,389.00 Code Area: 088-002

Affects: a portion of Parcel 1 of Tract B

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

Tax Identification No.: 253-140-10 Fiscal Year: 2023-2024 1st Installment: \$3,059.60 2nd Installment: \$3,059.60 Land: \$371,148.00 Improvements: \$31,102.00 \$177,475,00 Fixtures: Code Area: 088-010

Affects: a portion of Parcel 1 of Tract B

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

Tax Identification No.: 253-140-11 Fiscal Year: 2023-2024 1st Installment: \$3,519.02 2nd Installment: \$3.519.02 Land: \$441,724.00 Improvements: \$33,578.00 Fixtures: \$191,866.00 Code Area: 088-010

Affects: Parcel 9 of Tract B

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

Tax Identification No.: 253-140-13 Fiscal Year: 2023-2024 1st Installment: \$2,114.32 2nd Installment: \$2,114.32 Land: \$259,330.00 Improvements: \$20,971.00 \$119,916.00 Fixtures: Bill No.: 088-002

Affects: a portion of Parcel 2 of Tract B

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

Tax Identification No.: 253-140-14 Fiscal Year: 2023-2024 1st Installment: \$1,169.23 2nd Installment: \$1,169.23 \$141,860.00 Land: Improvements: \$11.779.00 \$67.152.00 Fixtures: 088-010 Code Area:

Affects: a portion of Parcel 2 of Tract B

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

Tax Identification No.: 253-140-15 Fiscal Year: 2023-2024 1st Installment: \$1,043.73 2nd Installment: \$1.043.73 Land: \$129.369.00 \$10,012.00 Improvements: Personal Property: \$57,559.00 Code Area: 088-002

Affects: a portion of Parcel 3 of Tract B

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

Tax Identification No.: 253-140-16 Fiscal Year: 2023-2024 1st Installment: \$2,236.08 2nd Installment: \$2,236.08 Land: \$271,232.00 Improvements: \$22,618.00 \$129,509.00 Fixtures: Code Area: 088-010

Affects: a portion of Parcel 3 of Tract B

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

Tax Identification No.: 253-140-17 Fiscal Year: 2023-2024 1st Installment: \$3,309.15 2nd Installment: \$3,309.15 \$401,664.00 Land: Improvements: \$33.578.00 Personal Property: \$191.866.00 Code Area: 088-010

Affects: Parcel 8 of Tract B

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

Tax Identification No.: 253-140-19 2023-2024 Fiscal Year: 1st Installment: \$511.02 2nd Installment: \$511.02 Land: \$62.091.00 \$4,945.00 Improvements: Fixtures: \$28,779.00 Code Area: 088-002

Affects: a portion of Parcel 4 of Tract B

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

Tax Identification No.: 253-140-20 Fiscal Year: 2023-2024 1st Installment: \$2.814.41 2nd Installment: \$2,814.41 Land: \$341,574.00 Improvements: \$28,512.00 Personal Property: \$163,085.00 Code Area: 088-010

Affects: a portion of Parcel 4 of Tract B

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

Tax Identification No.: 253-140-21 Fiscal Year: 2023-2024 1st Installment: \$3,653.54 2nd Installment: \$3,653.54 \$440.473.00 Land: Improvements: \$60.512.00 Personal Property: \$191.866.00 Code Area: 088-010

Affects: Parcel 7 of Tract B

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

Tax Identification No.: 253-140-22 Fiscal Year: 2023-2024 1st Installment: \$2,648.30 2nd Installment: \$2.648.30 Land: \$307,850.00 Improvements: \$31,397.00 Fixtures: \$161,721.00 Code Area: 088-002

Affects: a portion of Parcel 5 of Tract B

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

Tax Identification No.: 253-140-23 Fiscal Year: 2023-2024 1st Installment: \$1,835.52 2nd Installment: \$1,835.52 Land: \$223,276.00 Improvements: \$18,496.00 \$105,526.00 Fixtures: Code Area: 088-010

Affects: a portion of Parcel 5 of Tract B

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

Tax Identification No.: 253-140-24 Fiscal Year: 2023-2024 1st Installment: \$761.82 2nd Installment: \$761.82 \$92,725.00 Land: \$7.537.00 Improvements: \$43,169.00 Fixtures: 088-002 Code Area:

Affects: a portion of Parcel 6 of Tract B

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

Tax Identification No.: 253-140-25 Fiscal Year: 2023-2024 1st Installment: \$2,524.84 2nd Installment: \$2.524.84 Land: \$309,053.00 Improvements: \$25,213.00 Fixtures: \$143,899.00 Code Area: 088-010

Affects: a portion of Parcel 6 of Tract B

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

Tax Identification No.: 253-190-21 Fiscal Year: 2023-2024 1st Installment: \$2,648.28 2nd Installment: \$2,648.28 Land: \$307,850.00 Improvements: \$31,397.00 \$161,721.00 Fixtures: Code Area: 088-002

Affects: Parcel 1 of Tract C

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

Tax Identification No.: 253-190-22 Fiscal Year: 2023-2024 1st Installment: \$2,648.30 2nd Installment: \$2,648.30 \$307.850.00 Land: Improvements: \$31.397.00 \$161.721.00 Fixtures: 088-002 Code Area:

Affects: Parcel 2 of Tract C

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

Tax Identification No.: 253-180-02 Fiscal Year: 2023-2024 1st Installment: \$5,865.12 2nd Installment: \$5.865.12 Land: \$601,589.00 Improvements: \$238,207.00 Fixtures: \$254,333.00 Code Area: 088-010

Affects: Tract D

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

Tax Identification No.: 253-190-04 Fiscal Year: 2023-2024 1st Installment: \$7,258.65 2nd Installment: \$7,258.65 Land: \$1,059,318.00 Improvements: \$53,637.00 \$265,903.00 Fixtures: Code Area: 088-010

Affects: Tract E

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

Tax Identification No.: 253-190-19 Fiscal Year: 2023-2024 1st Installment: \$2,569.99 \$2,569.99 2nd Installment: \$293,072.00 Land: Improvements: \$31.397.00 \$161.721.00 Fixtures: 088-002 Code Area:

Affects: Tract F

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35. 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: 2023-2024 1st Installment: \$7,131.72 2nd Installment: \$7.131.72 Exemption: \$7,000.00 Land: \$341,347.00 Improvements: \$1,008,891.00 Code Area: 088-010

Affects: Tract G

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

Tax Identification No.: 253-200-190 Fiscal Year: 2023-2024 1st Installment: \$3,207.87 2nd Installment: \$3,207.87 Land: \$241,040.00 Improvements: \$96,838.00 \$255,143.00 Fixtures: Code Area: 088-002

- 37. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- 38. 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.
- 39. 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.
- 40. 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.

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- 41. 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.
- 42. 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.
- 43. 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.

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- 44. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 - 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06)
 - 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy Assessments Priority (04-02-15).
 - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - E. CLTA Standard Coverage Policy 1990 (11-09-18).
 - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

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END OF INFORMATIONAL NOTES

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

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