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Cabrillo Team Real Estate

239 South Maple St Escondido, CA 92025

Attn: ANDREW BEHNEMAN

Title Officer: Dee Dee Burland/Rhiannon Stotler/

Marsha LaPier--So email: TU31@ltic.com Phone No.: (858) 650-3924

Fax No.:

File No.: 318311677

Your Reference No: APN 129-010-58-00, etc.

Property Address:

PRELIMINARY REPORT

Dated as of February 5, 2018 at 7:30 a.m.

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

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

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

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

SCHEDULE A

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

CLTA Standard Owners

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

A Fee as to Parcels 1-A, 1-B, 1-C, 1-D and 1-E Easement(s) more fully described below as to Parcels 2-A, 3-A, 2-B, 3-B, 2-C, 3-C, 2-D, 3-D, 2-E and 3-E

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

Robert R. Crane and Marguerite M. Crane, as Trustees of The Crane Family Trust dated August 27, 1986, as to an undivided one-half interest; and Robert R. Crane, Trustee for The Ella May Crane Trust, as to an undivided one-half interest, **subject to Item Nos. 11, 12, 13, 14, 15, 16, 17 and 18 of Schedule B, Section B**

The land referred to herein is situated in the County of San Diego, State of California, and is described as follows:

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

EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 1-A: (APN 129-300-46-00)

The portion of Lot 4 in Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows:

Beginning at the center of said Section 30; thence along the North-South center line of said Section 30, South 00 degrees, 45 minutes, 23 seconds west, 395.60 feet to the center line of that certain 20.00 foot perpetual easement as described in deed to Valley Center Municipal Water District and Rainbow Municipal Water District, recorded February 3, 1956 in Book 5964, Page 84 of Official Records and re-recorded November 9, 1956 in Book 6336, Page 253 of Official Records; thence along said center line as follows: South 68 degrees, 42 minutes 17 seconds West, (Record = South 67 degrees, 33 minutes, 04 seconds West) 306.83 feet to an angle point therein; South 85 degrees, 56 minutes 17 seconds West, (Record = South 84 degrees, 47 minutes, 04 seconds West) 383.94 feet; South 55 degrees, 36 minutes, 17 seconds West, (Record = South 54 degrees 27 minutes, 04 seconds West) 471.16 feet; and North 78 degrees, 23 minutes, 58 seconds West, (Record = North 79 degrees, 33 minutes, 11 seconds West) 170.56 feet to the Easterly line of land described in deed to Valley Center Municipal Water District, recorded February 19,1964 as File No. 31630; thence along the boundary of said land as follow: North 11 degrees, 22 minutes, 24 seconds East, 12.33 feet to a comer therein; North 78 degrees, 37 minutes, 36 seconds West, 70.00 feet; and South 11 degrees, 22 minutes 24 seconds West, 12.05 feet to the center line of said 20.00 foot easement; thence along said center line, North 78 degrees, 23 minutes, 58 seconds West, 109.13 feet to the Westerly line of said Lot 4; thence along the boundary of said Lot 4 as follows: along said Westerly line North 00 degrees, 54 minutes 37 seconds West, 739.27 feet to the Northwest corner of said Lot 4; and along the Northerly line of said Lot 4, South 89 degrees, 37 minutes, 48 seconds East, 1417.18 feet to the Point of Beginning.

PARCEL 2-A:

An easement and right of way for vehicular traffic only, over, along and across a strip of land 40.00 feet in width, lying within the South Half of the Southeast Quarter of Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the county of San Diego, State of California, the center line of said strip being described as follows:

Commencing at the South Quarter corner of said Section 30; thence along the North-South center line of said Section 30, North 00 degrees, 45 minutes, 23 seconds East, 680.00 feet to the TRUE POINT OF BEGINNING; thence parallel with the Southerly line of said Section 30, South 89 degrees, 31 minutes, 37 seconds East, 1354.32 feet to the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 30; thence along said Easterly line South 00 degrees, 17 minutes, 40 seconds West, 680.00 feet to the Southerly line of said Section 30. Said easement to terminate Westerly in the North-South center line of said Section 30, and to terminate Southerly in the Southerly line of said Section 30.

PARCEL 3-A:

An easement and right of way for vehicular traffic only, over, along and across that portion of the Westerly 20.00 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of

California, according to United States Government Survey, lying Northerly of the center line of County Road Survey No. 1628 as shown on Sheet 4 of the Plats of said Road Survey on file in the office of the County Surveyor of San Diego County.

PARCEL 1-B: (APN 129-300-48-00)

That portion of Lot 4 in Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows:

Commencing at the Southwest corner of said Lot 4; thence along the Westerly line of said Lot 4, North 00 degrees, 54 minutes, 37 seconds West, 720.00 feet; thence North 68 degrees, 15 minutes, 00 seconds East, 482.00 feet; thence North 38 degrees, 35 minutes, 00 seconds East, 375.00 feet to the TRUE POINT OF BEGINNING; thence retracing South 38 degrees, 35 minutes, 00 seconds West, 225.00 feet; thence North 09 degrees, 03 minutes, 37 seconds East, 1088.65 feet to an angle point in the center line of that certain 20.00 foot perpetual easement as described in deed to Valley Center Municipal Water District and Rainbow Municipal Water District, recorded February 3, 1956 in Book 5964, Page 84 of Official Records and re-recorded November 9, 1956 in book 6336, Page 253 of Official Records, then along said center line as follows: North 85 degrees, 56 minutes, 17 seconds East, (Record = North 84 degrees, 47 minutes, 04 seconds East) 383.94 feet to an angle point therein; and North 68 degrees, 42 minutes, 17 seconds East (Record = North 67 degrees, 33 minutes, 04 seconds East) 306.83 feet to the North-South center line of said Section 30; thence along said North-South center line South 00 degrees, 45 minutes, 23 seconds West, 970.00 feet to a line which bears North 84 degrees, 21 minutes, 26 seconds East from the True Point of Beginning; thence South 84 degrees, 21 minutes, 26 seconds West, 690.51 feet to the TRUE POINT OF BEGINNING.

PARCEL 2-B:

An easement and right of way for vehicular traffic only, over, along and across a strip of land 40.00 feet in width, lying within the South Half of the Southeast Quarter of Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, the center line of said strip being described as follows:

Commencing at the South Quarter corner of said Section 30; thence along the North-South center line of said Section 30, North 00 degrees, 45 minutes, 23 seconds East, 680.00 feet to the TRUE POINT OF BEGINNING; thence parallel with the Southerly line of said Section 30, South 89 degrees, 31 minutes, 37 seconds East, 1354.32 feet to the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 30; thence along said Easterly line South 00 degrees, 17 minutes, 40 seconds West, 680.00 feet to the Southerly line of said Section 30. Said easement to terminate Westerly in the North-South center line of said Section 30, and to terminate Southerly in the Southerly line of said Section 30.

PARCEL 3-B:

An easement and right of way for vehicular traffic only, over, along and across that portion of the Westerly 20.00 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, lying Northerly of the center line of County Road Survey No. 1628 as shown on Sheet 4 of the Plats of said Road Survey on file in the office of the County Surveyor of San Diego County.

PARCEL 1-C: (APN 129-300-50-00)

That portion of Lot 4 in Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows:

Commencing at the Southwest corner of said Lot 4; thence along the Westerly line of said Lot 4,

North 00 degrees, 54 minutes, 37 seconds West, 720.00 feet to the TRUE POINT OF BEGINNING; thence North 68 degrees, 15 minutes, 00 seconds East, 482.00 feet; thence North 38 degrees, 35 minutes, 00 seconds East, 150.00 feet; thence North 09 degrees, 03 minutes, 37 seconds East, 1088.65 feet to an angle point in the center line of that certain 20.00 foot perpetual easement as described in deed to Valley Center Municipal Water District and Rainbow Municipal Water District, recorded February 3, 1956 in Book 5964, Page 84 of Official Records and re-recorded November 9,1956 in Book 6336, Page 253 of Official Records; thence along said center line as follows: South 55 degrees, 36 minutes, 17 seconds West, (Record = South 54 degrees, 27 minutes, 04 seconds West) 471.16 feet; and North 78 degrees, 23 minutes, 58 seconds West, (Record = North 79 degrees, 33 minutes, 11 seconds West) 170.56 feet to the Easterly line of land described in deed to Valley Center Municipal Water District, recorded February 19,1964 as File No. 31630; thence along the boundary of said land as follows: South 11 degrees, 22 minutes, 24 seconds West, 72.67 feet; North 78 degrees, 37 minutes, 36 seconds West, 70.00 feet; North 11 degrees, 22 minutes, 24 seconds East, 72.95 feet to the center line of said 20.00 foot easement; thence along said center line North 78 degrees, 23 minutes, 58 seconds West, 109.13 feet to the Westerly line of said Lot 4, thence along stud Westerly line South 00 degrees, 54 minutes, 37 seconds East, 1175.24 feet to the TRUE POINT OF THE BEGINNING.

PARCEL 2-C:

An easement and right of way for vehicular traffic only, over, along and across a strip of land 40.00 feet in width, lying within the South Half of the Southeast Quarter of Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, the center of line of said strip being described as follows:

Commencing at the South Quarter corner of said Section 30; thence along the North-South center line of said Section 30, North 00 degrees, 45 minutes, 23 seconds East, 680.00 feet to the TRUE POINT OF THE BEGINNING; thence parallel with the Southerly line of said Section 30, South 89 degrees, 31 minutes, 37 seconds East, 1254.32 feet to the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 30; thence along said Easterly line South 00 degrees, 17 minutes, 40 seconds West, 680.00 feet to the Southerly line of said Section 30. Said easement to terminate Westerly in the North-South center line of said Section 30, and to terminate Southerly in the Southerly line of said Section 30.

PARCEL 3-C:

An easement and right of way for vehicular traffic only, over, along and across that portion of the Westerly 20.00 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United State Government Survey, lying Northerly of the center line of County Road Survey No. 1628 as shown on Sheet 4 of the Plats of said Road Survey on file in the office of the County Surveyor of San Diego County.

PARCEL 1-D: (APN 129-300-16-00)

That portion of Lot 4 in Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows:

Beginning at the Southwest corner of said Lot 4; thence along the Westerly line of said Lot 4, North 00 degrees, 54 minutes, 37 seconds West, 720.00 feet; thence North 68 degrees, 15 minutes, 00 seconds East, 482.00 feet; thence North 38 degrees, 35 minutes, 00 seconds East, 375.00 feet; thence North 84 degrees, 21 minutes, 26 seconds East, 690.51 feet to the Easterly line of said Lot 4; thence along the North-South center line of said Section 30, South 00 degrees, 45 minutes, 23 seconds West, 1282.25 feet to the South Quarter comer of said Section 30; thence along the Southerly line of said Section 30, North 89 degrees, 02 minutes, 04 seconds West, 1340.54 feet to the Point of Beginning.

PARCEL 2-D:

An easement and right of way for vehicular traffic only, over, along and across a strip of land 40.00 feet in width, lying within the South Half of the Southeast Quarter of Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, the center line of said strip being described as follows:

Commencing at the South Quarter Corner of said Section 30; thence along the North-South center line of said Section 30, North 00 degrees, 45 minutes, 23 seconds East, 680.00 feet to the TRUE POINT OF BEGINNING; thence parallel with the Southerly line of said Section 30, South 89 degrees, 31 minutes, 37 seconds East, 1354.32 feet to the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 30; thence along said Easterly line South 00 degrees, 17 minutes, 40 seconds West, 680.00 feet to the Southerly line of said Section 30. Said easement to terminate Westerly in the North-South center line of said Section 30, and to terminate Southerly in the Southerly line of said Section 30.

PARCEL 3-D:

An easement and right of way for vehicular traffic only, over, along and across that portion of the Westerly 20.00 feet of the Northeast Quarter of the Northeast Quarter of Section 31, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, lying Northerly of the center line of County Road Survey No. 1628 as shown on Sheet 4 of the Plats of said Road Survey on file in the office of the County Surveyor of San Diego County.

PARCEL 1-E:

The Southerly 463.95 feet of the Southeast quarter of the Northwest quarter of Section 30, Township 10 South, Rlange 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to Official Plat thereof.

PARCEL 2-E:

An easement and right of way for ingress and egress for road and utilities purposes over the South 20.00 feet of the Southeast quarter of Section 19, and the North 20.00 feet of the Northeast quarter of Section 30, all in Township 10 South, Range 2 West, San Bernardino Meridian, according to United States Government Survey.

PARCEL 3-E:

An easement and right of way for ingress and egress for road and utilities purposes over the Easterly 40 feet of the Northwest quarter of Section 30, Township 10 South, Range 2 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to official plat thereof, excepting therefrom that portion lying within Parcel 1-E above.

Said easement is appurtenant to and for the benefit of all or any portions of the above described Parcel 1-E.

Reserving from the above described Parcel 1-E, an easement for road and utilities purposes over the easterly 40 feet thereof.

SCHEDULE B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
- B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

 Tax Identification No.:
 129-010-58-00

 Fiscal Year:
 2017-2018

 1st Installment:
 \$1,754.25, paid.

2nd Installment: \$1,754.25, Open (Delinquent after April 10)

Penalty and Cost: \$185.42 Homeowners Exemption: \$-0-Code Area: 94055

Affects: A portion of the Land described herein.

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

 Tax Identification No.:
 129-300-16-00

 Fiscal Year:
 2017-2018

 1st Installment:
 \$3,689.76, paid.

2nd Installment: \$3,689.76, Open (Delinquent after April 10)

Penalty and Cost: \$378.97 Homeowners Exemption: \$-0-Code Area: 94055

Affects: A portion of the Land described herein.

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

 Tax Identification No.:
 129-300-46-00

 Fiscal Year:
 2017-2018

 1st Installment:
 \$1,827.28, paid.

2nd Installment: \$1,827.28, Open (Delinquent after April 10)

Penalty and Cost: \$192.72 Homeowners Exemption: \$-0-Code Area: 94055

Affects: A portion of the Land described herein.

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

Tax Identification No.: 129-300-48-00 Fiscal Year: 2017-2018 $1^{\rm st}$ Installment: \$1,738.68, paid.

2nd Installment: \$1,738.68, Open (Delinquent after April 10)

Penalty and Cost: \$183.86 Homeowners Exemption: \$-0-Code Area: 94055

Affects: A portion of the Land described herein.

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

 Tax Identification No.:
 129-300-50-00

 Fiscal Year:
 2017-2018

 1st Installment:
 \$1,671.07, paid.

2nd Installment: \$1,671.07, Open (Delinquent after April 10)

Penalty and Cost: \$177.10 Homeowners Exemption: \$-0-Code Area: 94055

Affects: A portion of the Land described herein.

- G. 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.
- 1. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Valley Center Municipal Water District and Rainbow Municipal Water

District

Purpose: Utility

Recording Date: November 9, 1956

Recording No: Book 6336, Page 253 of Official Records
Affects: Said land more particularly described therein

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

Granted to: San Diego Gas & Electric Company Purpose: Public utilities, ingress and egress

Recording Date: August 12, 1963

Recording No: 141576 of Official Records

Affects: Said land more particularly described therein

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

Granted to: Rancho Macados, a California partnership Purpose: Road, pipelines, public utility and appurtenances

Recording Date: April 4, 1973

Recording No: 73-088340 of Official Records

Affects: Said land more particularly described therein

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

Granted to: Rancho Macados, a California partnership Purpose: Road, public utility and appurtenances

Recording Date: April 12, 1973

Recording No: 73-096404 of Official Records

Affects: Said land more particularly described therein

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

Granted to: San Diego Gas & Electric Company Purpose: Public utilities, ingress and egress

Recording Date: October 19, 1973

Recording No: 291169 of Official Records

Affects: Said land more particularly described therein

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

Purpose: Road and utilities Recording Date: June 2, 1977

Recording No: 77-214382 of Official Records

Affects: Said land more particularly described therein

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

Granted to: San Diego Gas & Electric Company Purpose: Public utilities, ingress and egress

Recording Date: December 1, 1982

Recording No: 82-368917 of Official Records

Affects: Said land more particularly described therein

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

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

Granted to: San Diego County Water Authority, a public entity

Purpose: Electric facilities, overhead and appurtenances for the transmission

and distribution of electricity and communication facilities, overhead and appurtenances, together with he right of ingress

thereto and egress therefrom

Recording Date: November 28, 1995

Recording No: 1995-0538398 of Official Records

Affects: Said land more particularly described therein

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

Granted to: San Diego Gas & Electric Company Purpose: Public utilities, ingress and egress

Recording Date: January 18, 1996

Recording No: 1996-24668 of Official Records

Affects: Said land more particularly described therein

11. "Affidavit of Death of Trustee"

Recording Date: February 1, 2013

Recording No.: 2013-0072898 of Official Records

Reference is hereby made to said document for full particulars.

Affects: A portion of the Land described herein.

12. "Affidavit of Death of Trustee"

Recording Date: February 1, 2013

Recording No.: 2013-0072899 of Official Records

Reference is hereby made to said document for full particulars.

Affects: A portion of the Land described herein.

13. "Certification of Trust Crane Family Trust dated August 27, 186"

Recording Date: February 1, 2013

Recording No.: 2013-0072900 of Official Records

Reference is hereby made to said document for full particulars.

14. "Certificate of Trust the Ella May Grane Trust"

Recording Date: February 1, 2013

Recording No.: 2013-0072901 of Official Records

Reference is hereby made to said document for full particulars.

15. The interest, if any, of the grantee in the deed referenced below. At the date of said deed the grantor(s) therein had no apparent record interest in said Land, nor have said grantor(s) subsequently acquired a record interest.

Grantor(s): Kevin R. Crane

Grantee(s): PKB Limited Partnership, a California Limited Partnership, grantor's

interest in

Recording Date: February 1, 2013

Recording No: 2013-0072902 of Official Records

16. The interest, if any, of the grantee in the deed referenced below. At the date of said deed the grantor(s) therein had no apparent record interest in said Land, nor have said grantor(s) subsequently acquired a record interest.

Grantor(s): Patrick R. Crane

Grantee(s): PKB Limited Partnership, a California Limited Partnership, grantor's

interest in

Recording Date: February 1, 2013

Recording No: 2013-0072903 of Official Records

17. The interest, if any, of the grantee in the deed referenced below. At the date of said deed the grantor(s) therein had no apparent record interest in said Land, nor have said grantor(s) subsequently acquired a record interest.

Grantor(s): Kevin R. Crane, Trustee of the Ella May Crane Trust

Grantee(s): in equal shares to Patrick R. Crane, Kevin R. Crane and Brian W.

Crane, as tenants-in-common, grantor's 50% interest in

Recording Date: February 1, 2013

Recording No: 2013-0072904 of Official Records

18. The interest, if any, of the grantee in the deed referenced below. At the date of said deed the grantor(s) therein had no apparent record interest in said Land, nor have said grantor(s) subsequently acquired a record interest.

Grantor(s): Brian W. Crane

Grantee(s): PKB Limited Partnership, a California Limited Partnership, grantor's

interest in

Recording Date: February 1, 2013

Recording No: 2013-0072905 of Official Records

- 19. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 20. 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.

- 21. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 22. 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.

23. 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.

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

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

REQUIREMENTS SECTION:

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Req. No. 2: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The Crane Family Trust dated August 27, 1986

Req. No. 3: The Company will require that it be provided with either (i) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (ii) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Trust: The Ella May Crane Trust

Req. No. 4: The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below:

Name: PKB Limited Partnership

a) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

For wiring Instructions please contact your Title Officer or Title Company Escrow officer.

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: 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. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
 - a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
 - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
 - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).
- Note No. 7: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Processor: slc

Date Typed: February 15, 2018

Attachment One (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCLUSIONS

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

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

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

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

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant; CLTA Preliminary Report Form Modified (11-17-06)

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

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

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

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



Lawyers Title Company 9095 Rio San Diego Drive, Suite 400 San Diego, CA 92108 Phone: (858) 650-3900 Fax: (619) 209-3489

Order No. 318311677

Mod. 10/21/2011

Notice of Available Discounts

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

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

FNF Underwritten Title Company

FNF Underwriter

LTC - Lawyers Title Company

CLTIC - Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

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

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Notice of Available Discount

Wire Fraud Alert

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complaint Center: http://www.ic3.gov

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, addressdemographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.

How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.

Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.

When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.

Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.

<u>Information From Children</u>. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.

Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.

International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.

Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.

Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

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

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

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

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

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

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

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

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

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

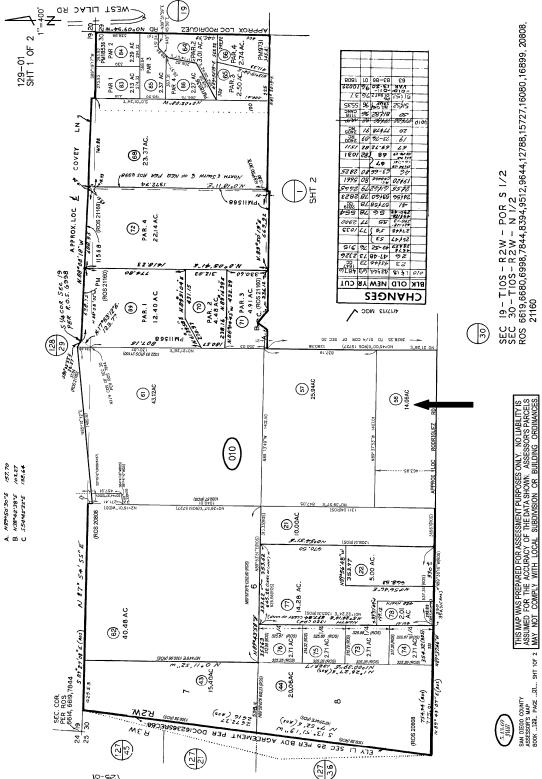
Your Consent To This Privacy Notice

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

Accessing and Correcting Information; Contact Us

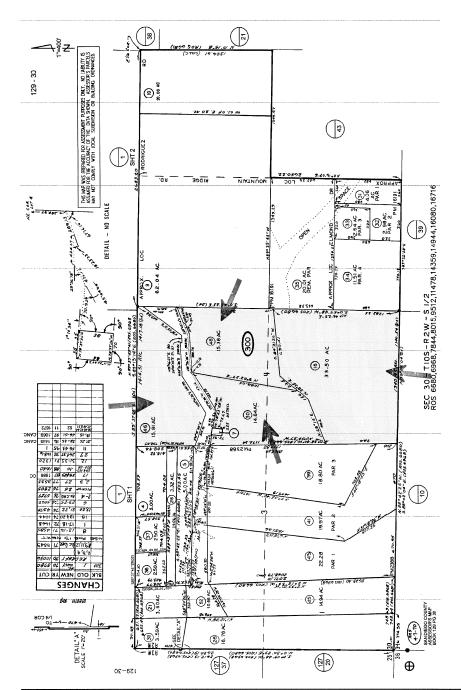
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354



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

Order: 318311677 Doc: 129-1 MAP ASSESSOR



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Order No: 318311677 - LTSD - Dee Dee Burland/Rhiannon Stotler/ Marsha LaPier--So

CERTIFICATION OF TRUST

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct: 1. The Trust known as _____ _____, is a valid and existing trust. executed on 2. The names of the settlors of the Trust are: 3. The names of the currently acting trustees are: 4. The trustees of the Trust have the following powers (initial applicable line(s)): Power to acquire additional property. Power to sell and execute deeds. Power to encumber, and execute deeds of trust. Other: 5. The Trust is (check one): Revocable Irrevocable If revocable, who may revoke the Trust? 6. Are all trustees required to execute the powers of the trustee? Yes No If no, explain trustee's authority: 7. Title to Trust assets is to be taken as follows: 8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect. 9. The trustees signing below are all of the currently acting trustees. 10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction. Dated: ___ Print Name: Print Name: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA) SS. COUNTY OF ____ _____ before me, ___ _____, Notary Public, personally who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature___