



Please review all taxes and request payoff statements for all Deeds of Trust shown on the preliminary title report.

Additionally, if any, the below listed items require immediate action: (Please refer to the noted item number on the prelim for detailed info) Should you have any questions please contact your Title Unit at TeamGaby@wrtca.com.

Items 1-19 will be shown on your policy and do not require further action or documentation.

VESTING: If anything has changed additional documentation will be required.

Your vesting is VICTOR GONZALEZ AND MARIA GONZALEZ, TRUSTEES OF THE 2022 VICTOR AND MARIA GONZALEZ FAMILY TRUST.

Please note your vesting is currently in a trust, please advise your title unit if there have been any changes in trustees.

Exception No. 20-31 - LIEN

A current demand and Release is required at close.

Exception No. 33 - PRIVATE PARTY PAYOFF

We will require:

- a. Original note and deed of trust to be surrendered. If they are not available, we will require an Affidavit of Lost Note and Deed of Trust to be executed by the borrower.
- b. Payoff demand statement signed by all present beneficiaries. If demand is from someone other than the beneficiary we will require a signed servicing agreement.
- c. A properly executed Substitution of Trustee and Full Reconveyance.
- d. If beneficiary is not an individual we will require their entity or trust documents.

Exception No. 34 - Owner's Affidavit

- Underwriter Requirement

Exception No. 35 - TRUST REQUIREMENT

Please refer to this item in the Preliminary Title Report for details on documents required.

Exception No. 37 - STATEMENT OF INFORMATION

Urgent! A Statement of Information must be completed by, signed and returned to WRT as soon as possible to allow us to complete our search of the property for the following by:

Victor Gonzalez and Maria Gonzalez

Please contact your Title Unit at Western Resources Title



21680 Gateway Center Drive, Suite 160, Diamond Bar, CA 91765
909-655-0800

Eva Uriostegui
Sunshine Properties Real Estate
300 N Main Ave
Fallbrook, CA 92028

Customer Reference:
Order Number: T-25-24736-GH

Title Officer: Gaby Higareda
Phone: (909)655-0800
Fax No.: (714)852-4124
E-Mail: TeamGaby@wrtca.com

Property: 3129 Reche Road, Fallbrook, CA 92028

PRELIMINARY REPORT

Old Republic National Title Insurance Company

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

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

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.

Western Resources Title

Dated as of June 18, 2025 at 7:30 AM

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

PRELIMINARY REPORT

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

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

VICTOR GONZALEZ AND MARIA GONZALEZ, TRUSTEES OF THE 2022 VICTOR AND MARIA GONZALEZ FAMILY TRUST

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes for the fiscal year 2025-2026, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$2,796.72
Status:	PAID
Penalty:	\$0.00
Second Installment:	\$2,796.72
Status:	PAID
Penalty:	\$0.00
Tax Rate Area:	75013
A. P. No.:	107-280-33-00
3. The lien of supplemental taxes, if any, as a result of new construction or transfer of title after the date of the policy, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
5. An easement for pipelines and incidental purposes in the document recorded April 15, 1946 as Instrument No. 40052 in [Book 2086, Page 464](#) of Official Records.
6. The rights of the public to use those portions of the herein described property lying within Road Survey 159 (Reche Road), as said road is shown on maps on filed in the office of the County Surveyor of San Diego County.
7. The terms and provisions contained in the document entitled Agreement recorded August 1, 1950 in [Book 3719, Page 497](#) of Official Records.

Western Resources Title

8. An easement for road and pipeline purposes and incidental purposes in the document recorded in [Book 5415, Page 485](#) of Official Records.
9. An easement for public utilities, ingress and egress and incidental purposes in the document recorded in [Book 5861, Page 81](#) of Official Records.
10. An easement for pipelines and incidental purposes in the document recorded February 7, 1956 as Instrument No. [16711](#) of Official Records.
11. An easement for pipelines and incidental purposes in the document recorded in [Book 6471, Page 103](#) of Official Records.
12. An easement for road and incidental purposes in the document recorded in [Book 6753, Page 232](#) of Official Records.
13. An easement for roadway and incidental purposes in the document recorded November 18, 1958 as Instrument No. [192722](#), of Official Records.
14. An easement for road, utility and incidental purposes in the document recorded May 3, 1982 as Instrument No. [82-128240](#) of Official Records.
15. An easement for road, utility and incidental purposes in the document recorded May 3, 1982 as Instrument No. [82-128241](#) of Official Records.
16. The terms and provisions contained in the document entitled Private Road Maintenance Agreement recorded October 14, 1993 as Instrument No. [1993-0684960](#) of Official Records.
17. An easement for right of way, road, sewer, water, gas, power, telephone lines and incidental purposes reserved in the document recorded January 10, 2003 as Instrument No. [2003-0034746](#) of Official Records.
18. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities act (7 U.S. C. 499a, et seq) or the Poultry and Stockyard Act (7 U.S.C. 181 et seq) or similar state laws.
19. Rights of parties in possession, whether or not recorded in public records.
20. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 20174
 Property Owner: Victor Gonzalez and Maria E. Gonzalez
 Amount due, if any: \$150.00
 Recording Date: January 4, 2011
 Recording No.: [2011-0006523](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

21. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 52778
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$300.00
Recording Date: January 4, 2011
Recording No.: [2011-0006524](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

22. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 52863
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$750.00
Recording Date: March 8, 2011
Recording No.: [2011-0126202](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

23. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 52881
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: March 8, 2011
Recording No.: [2011-0126203](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

24. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 52749
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: April 12, 2011
Recording No.: [2011-0191081](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

25. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Lien on the herein described Land.

Case No: 20114
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: April 12, 2011
Recording No.: [2011-0191082](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

26. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No:
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: September 16, 2011
Recording No.: [2011-0481575](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

27. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No: 53377
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: September 16, 2011
Recording No.: [2011-0481576](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

28. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No: 53393
Property Owner: Victor Gonzalez and Maria E. Gonzalez
Amount due, if any: \$1,500.00
Recording Date: September 16, 2011
Recording No.: [2011-0481577](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

29. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No: 52513
 Property Owner: Victor Gonzalez and Maria E. Gonzalez
 Amount due, if any: \$1,500.00
 Recording Date: August 31, 2012
 Recording No.: [2012-0526007](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

30. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No: 52190
 Property Owner: Victor Gonzalez and Maria E. Gonzalez
 Amount due, if any: \$1,500.00
 Recording Date: August 31, 2012
 Recording No.: [2012-0526008](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

31. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Code Enforcement Lien on the herein described Land.

Case No: 52197
 Property Owner: Victor Gonzalez and Maria E. Gonzalez
 Amount due, if any: \$1,500.00
 Recording Date: August 31, 2012
 Recording No.: [2012-0526009](#), of Official Records

We will require a Payoff Demand and a Release of Lien for the above.

NOTE: The appropriate local agency may take up to 15 days or more to clear this item.

32. A Deed of Trust to secure an original indebtedness of \$425,000.00 recorded November 15, 2016 as Instrument No. [2016-0621323](#) of Official Records.

Dated: October 21, 2016
 Trustor: Victor Gonzalez and Maria E. Gonzalez, husband and wife as joint tenants
 Trustee: Nextitle
 Beneficiary: Premier Financial Group, Inc., a Washington State Corporation

33. A Deed of Trust to secure an original indebtedness of \$130,000.00 recorded February 5, 2025 as Instrument No. [2025-0029304](#) of Official Records.
 Dated: January 29, 2025
 Trustor: Victor Gonzalez and Maria Elena Gonzalez, Trustees of The 2022 Victor and Maria Gonzalez Family Trust
 Trustee: Presidio Mortgage, Inc., a California Corporation
 Beneficiary: Karl Andersen, a single man

Notes: Private beneficiary deed of trust

To avoid delays at the time of closing, please submit the following documents to this office at least one week before the close of escrow.

We will require:

- a. Original Note and Deed of Trust to be surrendered. If they are not available, we will require an Affidavit of Lost Note and Deed of Trust to be executed by the borrower.
 - b. Payoff demand statement signed by all present beneficiaries. If demand is from someone other than the beneficiary we will require a Servicing Agreement signed by all beneficiaries.
 - c. A properly executed Substitution of Trustee and Full Reconveyance.
 - d. If beneficiary is not an individual we will require their entity or trust documents.
34. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract of lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

We will require the attached Owner's Affidavit to be executed and notarized in its entirety and returned to us prior to close of escrow for approval or additional requirements.

35. With respect to the trust referred to in the vesting we will require the following:
- a. A trust certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

Note: Other requirements may be imposed following a review of the materials required above.

36. ***Please notify your title officer if this transaction will involve a Non-Institutional Lender (i.e., hard money/private beneficiary or seller-carry back). In these situations, we are required to obtain approval from our underwriter prior to closing.***

37. The name search for this preliminary report is incomplete.

We will require a Statement of Information from Victor Gonzalez and Maria Gonzalez and returned to Western Resources Title as soon as possible to complete our search of the property.

38. [Statements of information](#) from all parties to the transaction.

END OF EXCEPTIONS

Western Resources Title

INFORMATIONAL NOTES

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

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Agricultural Property known as 3129 Reche Road, Fallbrook, CA 92028.

Note: The subject property is located in the Unincorporated Area of Fallbrook.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows: None

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

LEGAL DESCRIPTION

Real property in the Unincorporated Area, County of **San Diego**, State of **California**, described as follows:

ALL THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 9 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THENCE ALONG THE SOUTHERLY LINE THEREOF SOUTH 89° 21' 39" EAST 632.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 1° 40' 00" EAST 223.71 FEET; THENCE NORTH 89° 17' 30" EAST 231.40 FEET; THENCE NORTH 4° 24' 05" EAST 61.64 FEET; THENCE NORTH 1° 07' 05" WEST 187.78 FEET; THENCE NORTH 24' 05" EAST 61.64 FEET; THENCE NORTH 1° 07' 05" WEST 187.78 FEET, THENCE NORTH 83° 52' 35" WEST 77.74 FEET; THENCE NORTH 42° 50' 08" WEST 98.78 FEET; THENCE NORTH 31° 06' 42" WEST 80.23 FEET; THENCE NORTH 33° 25' 05" WEST 100.00 FEET; THENCE NORTH 31° 44' 06" EAST 101.24 FEET; THENCE NORTH 16° 00' 00" WEST 80.00 FEET; THENCE WEST 100.00 FEET; THENCE NORTH 3° 42' 04" WEST 40.00 FEET; THENCE NORTH 23° 25' 56" WEST 117.70 FEET; THENCE NORTH 0° 36' 49" WEST 123.06 FEET; THENCE NORTH 0° 16' 51" WEST 379.45 FEET TO A POINT IN THE CENTER OF THE COUNTY ROAD AS SAME EXISTED ON JANUARY 14, 1935; THENCE ALONG THE CENTER LINE OF SAID COUNTY ROAD SOUTH 67° 09' 01" WEST 175.06 TO AN ANGLE POINT IN SAID CENTER LINE; THENCE SOUTH 71° 37' 01" WEST 373.32 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 28.

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED LAND LYING WITHIN PARCELS 1 AND 2 OF PARCEL MAP [12565](#).

APN: 107-280-33-00

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land. Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

(CONTINUED)

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

(CONTINUED)

**ALTA OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

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

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**ATTACHMENT ONE
(CONTINUED)**

Privacy Policy Notice

At Western Resources Title, we hold your personal information in the highest regard. This notice will explain what information we collect, how we use it and how we protect it.

The types of personal information we collect from you may include the following depending on which products and services we are providing:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in our transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We use this information for our own legitimate business purposes. This includes providing the services you have requested, fulfilling your transaction, complying with relevant laws, complying with our policies and those of our underwriters, and handling a claim.

We will not share your information with nonaffiliated business parties except as needed to provide the product or service you have requested

We do not sell your personal information to third parties, nor do we plan to do so in the future.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

How does Western Resources Title protect your personal information?

To protect your personal information from unauthorized access and use, we restrict access to the information to those employees who need to know the information in order to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

