300 NORTH PACIFIC COAST HIGHWAY, #1075 EL SEGUNDO, CA 90245 PHONE NO. (800) 794-8094

SAIL REALTY

CA

TITLE OFFICER: STEVE POSS/JULIE SCHAAL E-MAIL: TITLEUNIT10@PROVIDENTTITLE.COM

ORDER NO.: 10530885

ATTN: KELLY DOYLE

YOUR REFERENCE NO: VACANT LAND MONROE ST

PROPERTY ADDRESS: VACANT LAND MONROE STREET/ 62<sup>ND</sup> AVENUE THERMAL.

CALIFORNIA

#### PRELIMINARY REPORT

DATED AS OF JUNE 06, 2024 AT 7:30 A.M.

PROVIDENT TITLE COMPANY, HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A DOMA TITLE INSURANCE, INC. 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 IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN EXHIBIT B 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 SCHEDULE B 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 PRELIMINARY REPORT IS NOT TO BE CONSTRUED IN ANY MANNER AS AN ISSUANCE OF TITLE INSURANCE. APART FROM NOTIFICATION (INFORMATIONAL PURPOSES) IT DOES NOT OBLIGATE PROVIDENT TITLE COMPANY TO PROVIDE ANY INSURANCE OR PROTECTION OF TITLE MATTERS TO ANY PARTY WHICH, WITHOUT LIMITATIONS, INCLUDES THE RECIPIENT. ISSUANCE OF THIS PRELIMINARY REPORT DOES NOT GRANT ANY RIGHTS, REMEDIES OR PROTECTION TO ANY PARTY UNLESS PROVIDENT TITLE COMPANY ISSUES A FORMAL TITLE INSURANCE POLICY. PROVIDENT TITLE COMPANY IS RELEASED FROM ANY CLAIMS FOR RELIANCE, ESTOPPEL OR ANY OTHER CAUSES OF ACTION BY ANY PARTY UTILIZING THIS PRELIMINARY REPORT IN ANY TRANSACTION WHICH DOES NOT INCLUDE FINAL AND FORMAL TITLE INSURANCE ISSUED BY PROVIDENT TITLE COMPANY OR ANY OF ITS UNDERWRITERS.

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.

#### TITLE OFFICER

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (1990) AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2021)

ISSUED BY PROVIDENT TITLE COMPANY AS AGENT FOR: DOMA TITLE INSURANCE, INC.

#### **SCHEDULE A**

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

A FEE

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

KELLY A. DOYLE, AS TRUSTEE (OR TO ANY SUCCESSOR TRUSTEE, AS TRUSTEE) OF THE KELLY A. DOYLE SEPARATE PROPERTY TRUST, DATED DECEMBER 2, 2005

3. THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 14 KNOWN AS THE WEST ½ OF THE NORTH ½ OF THE NORTHWESTERLY ¼ OF THE NORTHWESTERLY ¼ OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ASSESSOR'S PARCEL NUMBER: 753-090-001

#### SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

- A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2024-2025, WHICH ARE A LIEN NOT YET DUE AND PAYABLE.
- B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR INFORMATIONAL PURPOSES THE AMOUNTS ARE:

FISCAL YEAR: 2023-2024
1ST INSTALLMENT: \$ 1,888.03
2ND INSTALLMENT: \$ 1,888.03
CODE NO.: 058-038
TAX PARCEL NO.: 753-090-001

C. SUPPLEMENTAL ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A.

SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4, RESPECTIVELY, OF THE CALIFORNIA REVENUE AND TAXATION CODE AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

NOTE: THE MAP ATTACHED HERETO IS NEITHER A PLAT NOR A SURVEY, IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE HEREIN.

- 1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
- 2. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.
- 3. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE AREA COMMONLY KNOWN AS  $62^{ND}$  AVENUE AND MONROE STREET.
- 4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO DEDICATED, ACQUIRED, RESERVED OR EXCEPTED FOR PUBLIC USE BY COACHELLA VALLEY WATER DISTRICT, FORMERLY COACHELLA VALLEY COUNTY WATER DISTRICT

IN FAVOR OF: THE PUBLIC

PURPOSE: PUBLIC ROADS AND RIGHTS OF WAY, PRIVATE EASEMENTS

AND RIGHTS OF WAY FOR ROADS, PIPE LINES, DITCHES, AND

CONDUITS ON, OVER, UNDER OR ACROSS THE LAND, EXISTING FOR THE PURPOSE OF INGRESS AND EGRESS FROM OTHER LANDS BY MEANS OF SUCH ROADS AND FOR

THE PURPOSE OF CONVEYING IRRIGATING AND DOMESTIC WATER TO SUCH OTHER LANDS BY MEANS OF SUCH PIPE

LINES, DITCHES AND CONDUITS.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: PUBLIC UTILITIES

AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY

DESCRIBED IN SAID DOCUMENT

RECORDED: DECEMBER 04, 1987 AS INSTRUMENT NO. 343615 OFFICIAL

**RECORDS** 

6. THE PROVISIONS OF AN INSTRUMENT EXECUTED BY AND BETWEEN THE PARTIES NAMED

THEREIN, UPON THE TERMS, PROVISIONS AND CONDITIONS THEREIN PROVIDED.

ENTITLED: "RESOLUTION OF THE BOARD OF DIRECTORS OF COACHELLA

VALLEY WATER DISTRICT RESOLUTION NO. 2003-49"

RECORDED: <u>AUGUST 06, 2003 AS INSTRUMENT NO. 2003-597460, OFFICIAL</u>

**RECORDS** 

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- 7. OUR EXAMINATION OF RECORD TITLE TO THE HEREIN DESCRIBED LAND DOES NOT DISCLOSE ANY EXISTING LOANS. WE THEREFORE REQUEST A COPY OF THE OWNERS DISCLOSURE STATEMENT WITH REFERENCE TO EXISTING ENCUMBRANCES TO RECONFIRM OUR FINDINGS.
- 8. ANY INVALIDITY OR DEFECT IN THE TITLE OF THE VESTEES IN THE EVENT THAT THE TRUST REFERRED TO IN THE VESTING PORTION OF SCHEDULE A 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.
- 9. THIS COMPANY WILL REQUIRE THAT THE SPOUSE OR REGISTERED DOMESTIC PARTNER OF THE VESTEE NAMED BELOW JOIN IN ANY CONVEYANCE OR ENCUMBRANCE BEFORE SUCH TRANSACTION CAN BE INSURED.

CURRENT OWNER(S).

10. VARIOUS DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER AGAINST PARTIES WITH THE SAME OR SIMILAR NAMES AS THE FOLLOWING PARTIES, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

- 11. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
- 12. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND THAT IS SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.
- 13. THE RIGHTS, IF ANY, OF PARTIES IN POSSESSION OF SAID LAND.

**END OF SCHEDULE B** 

#### NOTES AND REQUIREMENTS

#### FOR OUR WIRING INSTRUCTIONS PLEASE CONTACT THE TITLE UNIT

**SPECIAL NOTE**: THE POLICY TO BE ISSUED MAY CONTAIN AN ARBITRATION CLAUSE. WHEN THE AMOUNT OF INSURANCE IS LESS THAT THE AMOUNT, IF ANY 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 BY THE PARTIES.

SPECIAL NOTE: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACER TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY, THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.

**SPECIAL NOTE**: CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662, EFFECTIVE JANUARY 1, 1994 AND BY AMENDMENT EFFECTIVE JANUARY 1, 2003, PROVIDES THAT THE SELLER IN ALL SALES OF CALIFORNIA REAL ESTATE MAY BE REQUIRED TO WITHHOLD 3 AND 1/3<sup>RD</sup> % OF THE TOTAL SALES PRICE A CALIFORNIA STATE INCOME TAX, SUBJECT TO THE VARIOUS PROVISIONS OF THE LAW AS THEREIN CONTAINED.

SPECIAL NOTE: UNLESS OTHERWISE DIRECTED IN WRITING, PROVIDENT TITLE COMPANY AUTOMATICALLY ISSUES THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-03-10) ON ALL QUALIFIED RESIDENTIAL PROPERTY SALE TRANSACTIONS.

**SPECIAL NOTE:** THE ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (1-1-08) CONTAINS EXCEPTIONS AS TO OFF RECORD MATTERS IN ADDITION TO SPECIFIC DEDUCTIBLE AMOUNTS AND SPECIFIC LIABILITY MAXIMUMS FOR COVERED RISKS OF SAID POLICY THAT HAVE BEEN FILED AND APPROVED BY THE VARIOUS DEPARTMENTS OF INSURANCE WHERE THE FORMS HAVE BEEN FILED. PLEASE CONSULT WITH YOUR ESCROW OR TITLE OFFICER IF YOU HAVE QUESTIONS REGARDING THE POLICY.

Note No. 1: YOUR ORDER FOR TITLE WORK CALLS FOR A SEARCH OF PROPERTY THAT IS IDENTIFIED BY A STREET ADDRESS ONLY OR BY SUCH OTHER UNCONFIRMED DATA.

BASED ON OUR RECORDS, WE BELIEVE THAT THE LAND DESCRIPTION AND ITS OWNERSHIP IN THIS REPORT REPRESENTS THE PARCEL THAT YOU REQUESTED.

IN ORDER TO PREVENT COSTLY ERRORS AND TO BE CERTAIN THAT THE CORRECT PARCEL OF LAND IS BEING CONSIDERED, WE REQUIRE THAT WRITTEN APPROVAL OF THE LEGAL DESCRIPTION AND THE VESTING IN THIS REPORT BE SENT TO US. IF WE DO NOT RECEIVE SUCH CONFIRMATION BEFORE CLOSE OF ESCROW, WE WILL CONSIDER THIS DEEMED APPROVAL OF THE DESCRIPTION AND OWNERSHIP OF SAID LAND AS SHOWN IN OUR REPORT.

Note No. 2: WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

PARTIES: ALL PARTIES

Note No. 3: THE REQUIREMENT THAT NAMED AS VESTEE(S) EXECUTE THE ENCLOSED **AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST** IN THE PRESENCE OF A NOTARY PUBLIC KNOWN TO PROVIDENT TITLE COMPANY AND RETURN SAME TO THIS OFFICE PRIOR TO ISSUANCE OF ANY POLICY OF TITLE INSURANCE BY THIS COMPANY.

Note No. 4: THIS COMPANY WILL REQUIRE A COPY OF THE TRUST INSTRUMENT CREATING THE TRUST AND ALL AMENDMENTS THERETO OF THE ENTITY SHOWN IN THE VESTING PORTION OF SCHEDULE A, TOGETHER WITH A WRITTEN VERIFICATION BY ALL TRUSTEES THAT THE COPY OF THE TRUST IS A TRUE AND CORRECT COPY OF THE TRUST, AS IT MAY HAVE BEEN AMENDED, THAT IT IS IN FULL FORCE AND EFFECT AND THAT IT HAS NOT BEEN REVOKED OR TERMINATED.

THIS AFFIDAVIT, WHEN COMPLETED, IS TO BE SIGNED AND NOTARIZED BEFORE RETURNING. BE SURE TO COMPLETE ALL THE REQUESTED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

#### AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

DECLARE: THAT TO MY/OUR PERSONAL KNOWLEDGE THERE ARE NO ENCUMBRANCES IN THE FORM OF A MORTGAGE OR DEED OF TRUST AGAINST THE PROPERTY IN THIS FRANSACTION.
THAT THIS DECLARATION IS MADE FOR THE PROTECTION OF ALL PARTIES TO THIS TRANSACTION AND PARTICULARLY FOR THE BENEFIT OF <b>PROVIDENT TITLE COMPANY</b> , WHICH IS ABOUT TO CAUSE TO BE INSURED THE TITLE TO SAID PROPERTY IN RELIANCE THEREON, AND ANY OTHER TITLE COMPANY WHICH MAY HEREAFTER INSURE THE TITLE TO SAID PROPERTY;
THAT I/WE WILL TESTIFY, DECLARE, DEPOSE, OR CERTIFY BEFORE ANY COMPETENT FRIBUNAL, OFFICER, OR PERSON, IN ANY CASE NOW PENDING OR WHICH MAY HEREAFTER BE INSTITUTED, TO THE TRUTH OF THE PARTICULAR FACTS HEREINABOVE SET FORTH.
SELLER(S)/OWNER(S) SIGNATURE:
PROPERTY ADDRESS:
<u>DATE:</u>
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.
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.
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
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)
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.
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 ) Subscribed and sworn to (or affirmed) before me on this day of,
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 ) SSS.  County of

## CERTIFICATION OF TRUST PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5 IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED

(Name of Trustee(s))
Trustee(s) of the
(Name of Trust)  dated, am/are providing the information set forth below at the request of PROVIDENT TITLE COMPANY, and its underwriter DOMA TITLE INSURANCE INC., (hereafter collectively called "Company").
WHEREAS, Company has been requested to issue a title insurance policy on the real property described in Schedule "A" of the Preliminary Report or Commitment issued under order number <b>10530885</b> ; and
WHEREAS, Company has determined that information concerning the Trust is necessary to ascertain whether Company will be able to issue the requested policy of title insurance;
THEREFORE, acting in my/our capacity as Trustee(s) of the Trust, I/we hereby certify and confirm to Company that the information set forth below is accurate and correct.
The Trust identification number (SSN or employer Tax ID) is:
2. The Settlor(s) of the Trust is/are:
3. The current active Trustee(s) of the Trust is/are
4. As set out in the Trust, the powers of the Trustee(s) include: (check all that apply)  The power to sell, convey and grant trust property.  The power to hypothecate (borrow money and encumber/lien trust property).
5. As set out in the Trust, are all currently active Trustee(s) required to execute documents when exercising the powers set forth above? (circle one) YES NO
6. As set out in the Trust, the Trust is: (check the appropriate box)  Revocable Irrevocable
7. If the Trust is revocable, the name(s) of the person(s) identified as having power to revoke the Trust is/are:
8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed and/or recorded against them.
9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.
11. Is this Certification of Trust being executed by all currently active Trustees of the Trust? (circle one) YES NO (If "NO", please explain)

(circle one)	ne and explain why)
	e and understand that Company may require additional information, e Trust and any amendments, when necessary, in order to make an
	best of his/her/their knowledge, that there are no claims, challenges of on, contesting or questioning the validity of the Trust or the Trustee(s)
SIGNING. THE TRUSTEE(S) HEREBY CI IS TRUE AND CORRECT. IF YOU DO CERTIFICATION, YOU SHOULD SEEK LEGAL ADVISOR BEFORE SIGNING.	POND TO ALL STATEMENTS IN THIS CERTIFICATION BEFORE ERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR THE TRUSTEE(S) UNDERSTAND THAT COMPANY MAY DECIDE ED TITLE INSURANCE DESPITE THE INFORMATION AND
(Signature of Trustee)	(Signature of Trustee)
(Print Trustee Name) Date Signed:	(Print Trustee Name) Date Signed:
(Signature of Trustee)	(Signature of Trustee)
(Print Trustee Name) Date Signed:	(Print Trustee Name) Date Signed:
	his certificate verifies only the Identity of the individual who signed the ed and not the truthfulness, accuracy, or validity of that document
STATE OF	} SS.
COUNTY OF	}
On, before me,	, personally
the within instrument and acknowledged capacity(ies), and that by his/her/their sign	
WITNESS my hand and official seal.	(This area for official notarial seal)
Signature:	

#### LENDERS SUPPLEMENTAL REPORT

YOUR NO.

OUR NO. 10530885

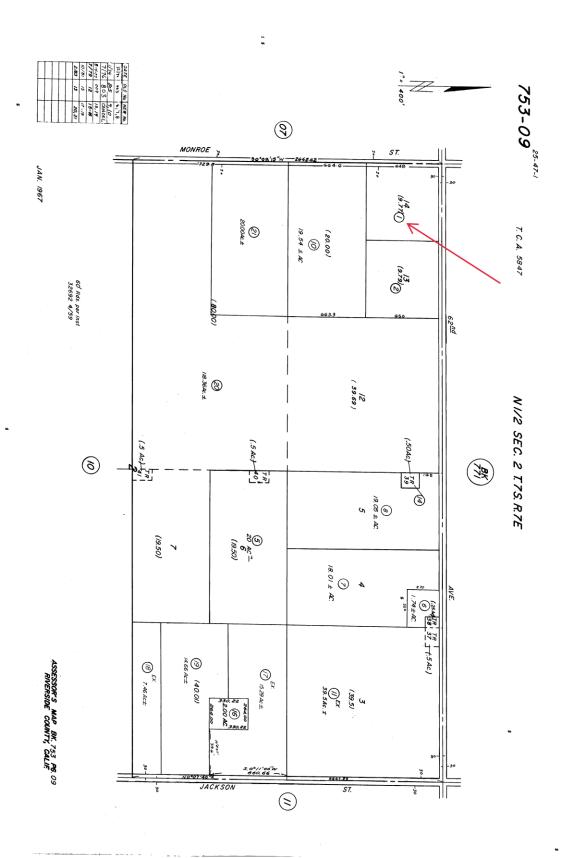
THE REFERENCED REPORT (INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY AS FOLLOWS:

- 1. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.
- THERE IS LOCATED ON SAID LAND VACANT LAND
  KNOWN AS VACANT LAND MONROE STREET/ 62ND AVENUE THERMAL, CALIFORNIA
- 3. THERE ARE NO CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY FOUR (24) MONTHS OF THE DATE OF THIS REPORT.

#### **EXHIBIT "A"**

GOVERNMENT LOT 14 KNOWN AS THE WEST  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWESTERLY  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ASSESSOR'S PARCEL NUMBER: 753-090-001



### PROVIDENT TITLE COMPANY GLBA PRIVACY NOTICE

This GLBA Privacy Notice explains how Provident Title Company ("Provident") collects, uses, and protects personal information, when and to whom Provident discloses such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all, sharing of their personal information. Please read this GLBA Privacy Notice carefully to understand how Provident uses your personal information.

The types of personal information Provident collects and shares depends on the product or service you have requested.

## Provident may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online Internet Protocol (IP) address if accessing company websites, email address, account name, unique online identifier, Social Security number, driver's license number, passport number, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Name, signature, Social Security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

#### Provident may collect personal information about you from:

- 1. Publicly available information from government records;
- 2. Information Provident receives directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information about your transactions with Provident; and
- 4. Information Provident receives from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### Provident may use your personal information for the following purposes:

- 1. To provide products and services to you or in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our products and services.

#### Provident may use or disclose the personal information Provident collects for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided;
- b. To provide, support, personalize, and develop our website, products, and services;
- c. To create, maintain, customize, and secure your account with Provident;
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;

- e. To prevent and/or process claims;
- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; and
- I. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal information or use the personal information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Non-Affiliated Third Parties

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

#### **Link to Privacy Notice**

Provident's GLBA Privacy Notice can be found on our website at <a href="https://providenttitle.com/privacy-notice-glba/">https://providenttitle.com/privacy-notice-glba/</a>.

## PROVIDENT TITLE COMPANY CCPA & CPRA PRIVACY NOTICE

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Provident Title Company ("Provident") is providing this Privacy Notice at Collection for California Residents ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Provident's existing GLBA Privacy Notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA. All terms defined in the CCPA & CPRA have the same meaning when used in this CCPA & CPRA Notice.

#### **Personal and Sensitive Personal Information Provident Collects**

Specifically, Provident has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	VEQ
B. Personal information categories listed in the California Customer Records statute (Cal.	letate identification card number incurance holicy number education	YES
C. Protected classification characteristics under California or federal law.	dicability cay (including ganger ganger identity ganger averaccion	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as: fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	NO
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO

I. Professional or employment-current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Education and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).  Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as: grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.  Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

Provident obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Provident's website or other applications.
- From third parties that interact with Provident in connection with the services Provident provides.

#### Personal and Sensitive Personal Information Provident May Collect That Is Excluded from Protection

The following types of information may have been collected by Provident and is not subject to protection under this CCPA & CPRA Notice:

- Publicly available information from government records;
- Deidentified or aggregated consumer information;
- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIIPA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

#### **Use of Personal and Sensitive Personal Information**

Provident may use or disclose the personal or sensitive information Provident collects for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided;
- b. To provide, support, personalize, and develop our website, products, and services;
- c. To create, maintain, customize, and secure your account with Provident;
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud;
- e. To prevent and/or process claims;

- f. To assist third party vendors/service providers who complete transactions or perform services on Provident's behalf pursuant to valid service provider agreements;
- g. As necessary or appropriate to protect the rights, property, or safety of Provident, our customers or others;
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business;
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations;
- k. Auditing for compliance with federal and state laws, rules, and regulations; or
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, and processing payments.

Provident will not collect additional categories of personal or sensitive information or use the personal or sensitive information Provident collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Non-Affiliated Third Parties

Provident does not sell your personal information to non-affiliated third parties. Provident may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Provident does not disclose your personal information to a non-affiliated third party for a business purpose.

#### Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### Access to Specific Information and Data Portability Rights

You have the right to request that Provident disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once Provident receives and confirms your verifiable consumer request, Provident will disclose to you:

- The categories of personal information Provident collected about you;
- The categories of sources for the personal information Provident collected about you;
- Provident's business or commercial purpose for collecting that personal information;
- The categories of third parties with whom Provident shares that personal information;
- The specific pieces of personal information Provident collected about you (also called a data portability request); and
- If Provident disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **Deletion Request Rights**

You have the right to request that Provident delete any of your personal information Provident collected from you and retained, subject to certain exceptions. Once Provident receives and confirms your verifiable consumer request, Provident will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Provident may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which Provident collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- 3. Debug products to identify and repair errors that impair existing intended functionality;
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 seq.);
- 6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
- 7. Comply with a legal obligation; or
- 8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

#### **Opt-Out of Information Sharing and Selling**

Provident does not share or sell information to third parties as the terms are defined under the CCPA and CPRA. Provident only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

#### **Correction of Inaccurate Information**

You have the right to request that Provident correct any inaccurate information maintained about you.

#### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA, is disclosed or shared with third parties.

#### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

Phone: Toll Free at (800) 794-8094

Website: https://providenttitle.com/contact-us/

Email: info@providenttitle.com

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Provident through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom Provident collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Provident cannot respond to your request or provide you with personal information if Provident cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Provident.

#### **Response Timing and Format**

Provident endeavors to respond to a verifiable consumer request within forty-five (45) days of its receipt. If Provident requires more time (up to an additional forty-five (45) days), Provident will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures Provident provides will only cover the twelve (12) month period preceding the verifiable consumer request's receipt. The response Provident provides will also explain the reasons Provident cannot comply with a request, if applicable. For data portability requests, Provident will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Provident does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If Provident determine that the request warrants a fee, Provident will tell you why Provident made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Provident will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, Provident will not:

- Deny you goods or services;
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. Provident will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, Provident will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

#### Changes to This CCPA & CPRA Notice

Provident reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When Provident makes changes to this CCPA & CPRA Notice, Provident will post the updated Notice on Provident's website and update the Notice's effective date.

#### **Link to Privacy Notice**

Provident's CCPA & CPRA Privacy Notice can be found on our website at <a href="https://providenttitle.com/privacy-notice-ccpa/">https://providenttitle.com/privacy-notice-ccpa/</a>.

#### **Contact Information**

If you have questions or comments about this notice, the ways in which Provident collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at (800) 794-8094

Website: https://providenttitle.com/contact-us/

Email: info@providenttitle.com

# Privacy Notice The Doma Family of Companies

FACTS	What does the Doma family of companies do with your	personal informat	ion?	
Why?	limit some, but not all, sharing. Federal law also requires us to tell	nancial companies choose how they share your personal information. Federal law gives consumers the right to nit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your ersonal information. Please read this notice carefully to understand what we do.		
What?	he types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number, date of birth and income  • Transaction history and payment history  • Purchase history and account balances			
How?	All financial companies need to share customers' personal informabelow, we list the reasons financial companies can share their customar Family of Companies chooses to share, and whether you companies chooses to share, and whether you companies chooses to share.	stomers' personal info	· ·	
Reasons we d	an share your personal information	Does Doma share?	Can you limit this sharing?	
Such as to pro	day business purposes cess our transactions, maintain your account(s), respond to court al investigations, or report to credit bureaus	Yes	No	
	eting purposes oducts and services to you	Yes	No	
For joint mark	ceting with other financial companies	No	We don't share	
	tes' everyday business purposes out your transactions and experiences	Yes	No	
	tes' everyday business purposes out your creditworthiness	No	We don't share	
For our affiliates to market to you		No	We don't share	
For our nonaffiliates to market you		No	We don't share	
To limit our sharing	<ul> <li>Call 1-866-929-7437 – our menu will prompt you th</li> <li>Visit us online: www.doma.com</li> </ul>	rough your choice(s)	or	
	Please note:  If you are new customer, we can begin sharing your informa	ution 30 days from the	date we sent this notice.	
	When you are no longer our customer, we continue to share However, you can contact us at any time to limit our sharing	your information as o		
Questions?	Call 1 (866) 929-7437 or go to www.doma.com			

# Privacy Notice The Doma Family of Companies

Who we are		
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.	
What we do		
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.	
How does Doma collect my personal information?	We collect your personal information, for example, when you	
Why can't I limit all sharing?	Federal law gives you the right to limit only  Sharing for affiliates' everyday business purposes – information about your creditworthiness  Affiliates from using your information to market to you  Sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates are the entities comprising the Doma Family of Companies (listed below) and include companies with a Doma name; financial companies such as Doma Insurance Agency, Inc. and Doma Home Insurance Services, LLC; and nonfinancial companies such as Title	
Nonaffiliates	Agency Holdco, LLC.  Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates we share with can include collection agencies, our service providers, companies that perform marketing and advertising services on our behalf, and consumer reporting agencies.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.	
Other important information	Doma doesn't jointly market.	

\*For California residents: you may have additional rights under the California Consumer Privacy Act. For a description of those rights, please see our Doma Family of Companies' privacy policy located here: www.doma.com

### **Privacy Notice**

### The Doma Family of Companies

#### The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.

Doma Corporate, LLC

Doma Customer Financing LLC

Doma Home Insurance Services, LLC

Doma Insurance Agency, Inc.

Doma Insurance Agency of Arizona, Inc.

North American Title Company of Colorado Doma

Insurance Agency of Florida, Inc.

Doma Insurance Agency of Colorado, Inc.

Doma Insurance Agency of Florida, Inc.

Doma Insurance Agency of Illinois, Inc.

Doma Insurance Agency of Indiana, LLC

Doma Insurance Agency of Louisiana, LLC

Doma Insurance Agency of Minnesota, Inc.

Doma Title Insurance Company of New York

Doma Title Agency of Nevada, Inc.

Doma Insurance Agency of New Jersey, Inc.

Doma Insurance Agency of Texas, Inc.

Doma Insurance Agency of Utah, LLC

Doma Title Insurance, Inc.

Doma Trustee Services, LLC

Doma Title of California, Inc.

Cura Home, Inc.

NASSA LLC

North American Title Company

North American Title Insurance Company

North American Asset Development, LLC

North American Services, LLC

Spear Agency Acquisition Inc.

States Title Holding, Inc.

States Title, LLC

Title Agency Holdco, LLC

#### Exhibit B (Revised 11-04-22)

#### 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.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

- 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)

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021) 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:

- 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.
- 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.

- 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:
    - 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:

	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)	\$ <u>25,000.00</u>
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ <u>5,000.00</u>

## 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:

- 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;
  - 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.

#### 2021 ALTA LOAN POLICY (07-01-21) 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 11, 13, or 14); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
- 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
- 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
- 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
- 9. 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**

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

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