



First American Title™

First American Title Company

1455 Frazee Rd, Suite 710

San Diego, CA 92108

California Department of Insurance License No. 2549-4

Title Officer: Matthew Dishman
Phone: (619)231-4631
Fax No.: (866)497-8905
E-Mail: titleunit9@firstam.com

Buyer:
Owner: Filomena Pruett and Richard E Pruett
Property: 2292 Dos Lomas
Fallbrook, CA 92028

PRELIMINARY REPORT

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 and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. 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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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.

Dated as of June 18, 2026 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

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:

Richard E. Pruett and Filomena Pruett, Husband and wife, as joint tenants

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

A FEE AS TO PARCEL(S) 1, AN EASEMENT AS TO PARCEL(S) 2, 3, 4 AND 5

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 and assessments for the fiscal year 2026-2027, a lien not yet due or payable.
2. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District EMWD INFRASTRC AVAIL.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any easements or servitudes appearing in the Public Records.
Affects: Common Area.
5. An easement for PIPE LINE and incidental purposes in the document recorded JUNE 03, 1941 as [BOOK 1177, PAGE 446](#) of Official Records.

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

6. Covenants, conditions, restrictions and easements in the document recorded SEPTEMBER 20, 1961 as INSTRUMENT NO. [163573](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
7. Covenants, conditions, restrictions and easements in the document recorded JULY 28, 1965 as INSTRUMENT NO. [134823](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
8. Covenants, conditions, restrictions and easements in the document recorded JULY 28, 1965 as INSTRUMENT NO. [134861](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded MAY 13, 1968 as INSTRUMENT NO. [79848](#) AND JULY 05, 1968 AS INSTRUMENT NO. [113488](#), BOTH of Official Records.

9. The terms and provisions contained in the document entitled "ROAD MAINTENANCE AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" recorded SEPTEMBER 26, 1979 as INSTRUMENT NO. [401907](#) of Official Records.

Document(s) declaring modifications thereof recorded FEBRUARY 20, 1987 as INSTRUMENT NO. [87-91664](#); MARCH 28, 1990 AS INSTRUMENT NO. [90-165556](#) AND JUNE 22, 1990 AS INSTRUMENT NO. [90-339713](#), ALL of Official Records.

10. Covenants, conditions, restrictions and easements in the document recorded SEPTEMBER 26, 1979 as INSTRUMENT NO. [401907](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded FEBRUARY 20, 1987 as INSTRUMENT NO. [87-91664](#); MARCH 28, 1990 AS INSTRUMENT NO. [90-165556](#); MARCH 29, 1990 AS INSTRUMENT NO. [90-168145](#) AND RE-RECORDED JUNE 22, 1990 AS INSTRUMENT NO. [90-339713](#), ALL of Official Records.

11. An easement for UNDERGROUND UTILITIES and incidental purposes in the document recorded JUNE 15, 1990 as INSTRUMENT NO. [90-326260](#) of Official Records.
12. An easement for OPEN SPACE and incidental purposes in the document recorded AUGUST 27, 1990 as INSTRUMENT NO. [90-467567](#) of Official Records.
13. The terms and provisions contained in the document entitled "PRIVATE ROAD MAINTENANCE AGREEMENT" recorded OCTOBER 25, 1990 as INSTRUMENT NO. [90-581635](#) of Official Records.
14. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: PROPOSED PRIVATE ROAD AND PUBLIC UTILITIES and incidental purposes affecting said land.
15. An easement for PUBLIC UTILITIES, INGRESS AND EGRESS and incidental purposes in the document recorded SEPTEMBER 13, 1991 as INSTRUMENT NO. [91-471012](#) of Official Records.
16. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded OCTOBER 25, 1991 as INSTRUMENT NO. [91-553591](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

Document(s) declaring modifications thereof recorded MARCH 21, 1995 as INSTRUMENT NO. [95-116500](#); SEPTEMBER 06, 1995 AS INSTRUMENT NO. [95-395274](#); JULY 24, 1998 AS INSTRUMENT NO. [98-463685](#); MAY 19, 2000 AS INSTRUMENT NO. [00-263211](#) AND DECEMBER 28, 2006 AS INSTRUMENT NO. [06-922205](#), ALL of OFFICIAL RECORDS.

17. The terms and provisions contained in the document entitled "PRIVATE ROAD MAINTENANCE AGREEMENT" recorded OCTOBER 25, 1991 as INSTRUMENT NO. [91-553591](#) of Official Records.

Document(s) declaring modifications thereof recorded MARCH 21, 1995 as INSTRUMENT NO. [95-116500](#) AND SEPTEMBER 06, 1995 AS INSTRUMENT NO. [95-395274](#) AND JULY 24, 1998, INSTRUMENT NO. [98-146685](#) ALL of OFFICIAL RECORDS.

18. The terms and provisions contained in the document entitled "AGREEMENT REGARDING COSTS AND EXPENSES ASSOCIATES WITH THE MAINTENANCE AND UPKEEP OF THE ROADS AND RELATED FACILITIES" recorded DECEMBER 16, 1991 as INSTRUMENT NO. [91-649363](#) of Official Records.
19. An easement for INGRESS AND EGRESS and incidental purposes in the document recorded DECEMBER 16, 1991 as INSTRUMENT NO. [91-649363](#) of Official Records.
20. The terms, provisions and easement(s) contained in the document entitled "CABLE TELEVISION WIRING AGREEMENT AND EASEMENT" recorded JANUARY 30, 1992 as INSTRUMENT NO. [92-51424](#) of Official Records.

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

21. An easement for PUBLIC UTILITIES, INGRESS AND EGRESS and incidental purposes in the document recorded JULY 17, 1992 as INSTRUMENT NO. [92-448307](#) of Official Records.
22. An easement for ROAD, UTILITIES AND DRAINAGE and incidental purposes in the document recorded DECEMBER 30, 1996 as INSTRUMENT NO. [96-651276](#) of Official Records.
23. A deed of trust to secure an original indebtedness of \$450,000.00 recorded DECEMBER 27, 2012 as INSTRUMENT NO. [12-815376](#) OF OFFICIAL RECORDS.
Dated: DECEMBER 14, 2012
Trustor: RICHARD E PRUETT AND FILOMENA PRUETT HUSBAND
AND WIFE AS JOINT TENANTS
Trustee: FIRST AMERICAN TITLE COMPANY, A CALIFORNIA
CORPORATION
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER: GOLDEN EMPIRE MORTGAGE, INC, DBA LOAN WAREHOUSE
24. Any easements and/or servitudes affecting easement parcel(s) 2, 3, 4 AND 5 herein described.
25. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
26. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
27. **An Owner's Certification must be completed, executed, and returned to the Company.**
28. Water rights, claims or title to water, whether or not shown by the Public Records.

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. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	\$5,432.78, PAID
Penalty:	\$0.00
Second Installment:	\$5,432.78, PAID
Penalty:	\$0.00
Tax Rate Area:	57121
A. P. No.:	124-201-48-00

2. 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) Single Family Residence LYING WITHIN A PLANNED UNIT DEVELOPMENT known as 2292 Dos Lomas, Fallbrook, CA 92028.

3. 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

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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 of the County of San Diego, State of California, described as follows:

Parcel 1:

Lot 48 of County of San Diego Tract No. 4689, in the County of San Diego, State of California, according to Map Thereof No. [12773](#), filed in the Office of the County Recorder of San Diego County, January 30, 1991.

Parcel 2:

An easement and right of way for road, sewer, water, gas, power and telephone lines and appurtenances thereto over, under, along and across a strip of land 60.00 feet in width, lying within that Tract of Land in MONSERATE RANCHO, commonly known as Tract "B" in the County of San Diego, State of California, according to Map thereof recorded in [Book 1, Page 108](#) of Patents, the center line of said 60.00 foot strip being described as follows:

Commencing at the Northwest corner of Section 9, Township 10 South, Range 3 West, San Bernardino Meridian, being a point on the Westerly line of said Tract "B" and being also the Southwesterly corner of a Tract of a land conveyed by Henry H. Gird and wife to Katie Gird Shipley by Deed dated May 26, 1908, and recorded in [Book 444, Page 9](#) of Deeds; thence North 12°35'00" West along said Westerly line of Tract "B" and being the Westerly line of said land conveyed to Shipley, 3677.00 feet (record 3674.88 feet) to the Northwesterly corner thereof; thence North 89°19'00" East along the North line of said land 4072.35 feet to the Northwesterly corner of the land conveyed to Dave Lynam Caldwell, et al, as trustees of the Caldwell Trust by Deed recorded October 27, 1945 as File No. [92185](#) in Book 1969, Page 354 of Official Records; thence along the Westerly line of said Caldwell Land South 04°39'00" West 238.20 feet to an angle point therein; South 23°48'50" East 2597.81 feet to the most Southerly corner of the land described in Deed to Nathan Nibley, et ux, recorded November 16, 1950 as File No. [113507](#) in Book 3863, Page 125 of Official Records; thence retracing North 23°48'50" West 502.18 feet; thence South 67°07'40" West 455.06 feet; thence North 85°06'38" West 116.12 feet to a point in a 300.00 foot radius curve concave Westerly, a radial line to said point bears South 80°12'07" concave Westerly, a radial line to said point bears South 80°12'07" East and the True Point of Beginning of the center line of said 60.00 foot strip; thence Southerly along said 300.00 foot radius curve 19.63 feet; thence South 13°32'50" West 215.77 feet to a tangent 100.00 foot radius curve concave Northeasterly; thence Southerly and Southeasterly along said curve 234.82 feet through an angle of 134°32'33"; thence tangent to said curve North 59°00'17" East 18.49 feet to a tangent 200.00 foot radius curve concave Southwesterly; thence Easterly and Southeasterly along said curve 357.28 feet through an angle of 102°21'07"; thence tangent to said curve South 18°38'36" East 373.27 feet to a tangent 400.00 foot curve concave Westerly; thence Southerly along said curve 280.54 feet through an angle of 40°11'02"; thence tangent to said curve South 21°32'26" West, 99.27 feet; thence South 10°04'20" West 170.65 feet to a point in a 122.32 foot radius curve concave Northerly, a radial line to said point bears South 41°10'15" West; thence Southeasterly, Easterly and Northeasterly along said curve 226.00 feet through an angle of 105°51'41"; thence tangent to said curve North 25°18'34" East 122.23 feet to a tangent 76.86 foot radius curve concave Southeasterly; thence Northeasterly along said curve 37.22 feet through an angle of 27°44'39" to the beginning of a reverse 430.00 foot radius curve; thence Northerly along said curve 527.63 feet through an angle of 70°18'17"; thence tangent to said curve North 17°15'04" West, 69.27 feet to a tangent 191.30 foot radius curve concave Southeasterly; thence Northerly and Northeasterly along said curve 310.83 feet through an angle of 93°06'20" to a point which bears South 73°11'10" East 256.11 feet from the most Southerly corner of said Nibley Land recorded in Book 3863, Page 125 of Official Records;

a radial line to said point bears North 14°08'44" West, said point being the Westerly terminus of the Northerly line of that 30.00 foot easement for road and utility purposes described in Parcel 2 of the Deed to Roy T. Blackburn, et al, recorded December 30, 1959 in [Book 8069, Page 161](#) of Official Records; thence along said Northerly line as follows:

Southeasterly along a 250.00 foot radius curve concave Southwesterly 182.44 feet; tangent to said curve South 62°20'00" East 116.26 feet to the beginning of a tangent 300.00 foot radius curve concave Northeasterly; Southeasterly along said curve 159.61 feet; tangent to said curve North 87°11'00" East 172.65 feet to the beginning of a tangent 300.00 foot radius curve concave Southwesterly; Southeasterly along the arc of said curve, 222.18 feet and tangent to said curve, South 50°23'00" East 189.31 feet to the boundary line of the land described in Deed to Dave Lynam Caldwell, et al, recorded October 27, 1945 as File No. [92185](#) of Official Records, and a point herein designated Point "B".

Said easement is to terminate in the location of the Westerly prolongation of the Northerly line of Parcel 1 described in deed to Joseph Roger Hoover, et ux, recorded May 17, 1962 as File No. [84992](#) of Official Records, on the Northwest; in the Southerly line of Shipley's Land described in Deed recorded in Book 444, Page 9 of Deeds, on the South and in the boundary of said Caldwell Land on the East.

Parcel 3:

An easement for road, all utilities, drainage and incidental purposes over, under, along and across that certain "Proposed Private Road and Public Utility Easement" as shown and delineated on the Map entitled County of San Diego Tract No. 4689, in the County of San Diego, State of California, according to Map Thereof No. [12773](#), filed in the Office of the County Recorder of San Diego County on January 30, 1991.

EXCEPTING THEREFROM all that portion lying within Parcel 1 above, (more commonly known as Via Loma, Dos Lomas, Dos Lomas Place, Tres Lomas, Tres Lomas Court and Via Rancheros).

Parcel 4:

An easement and right of way for road and utility purposes and appurtenances thereto, over, under, along and across a strip of land 60.00 feet in width, over that portion of a Tract of Land in the MONSERATE RANCHO, in the County of San Diego, State of California, according to Map thereof recorded in [Book 1, Page 108](#) of Patents, (said Tract being a part of what is commonly known as Tract "B" of the MONSERATE RANCHO), the center line of said strip being described as follows:

Commencing at the Northwest corner of Section 9, Township 10 South, Range 3 West, San Bernardino Meridian, said corner being a point in the Westerly line of said Tract "B" and also the Southwesterly corner of Tract of land conveyed by Henry H. Gird and wife to Katie Gird Shipley by Deed dated May 26, 1908 and recorded in [Book 444, Page 9](#) of Deeds; thence along the Southerly line of said Shipley's Land, South 89°00'40" East (record South 88°58'20") 1166.67 feet to the most Southerly, Southwesterly corner of land described in Parcel 1 of Deed to Gordon L. Kaylor, et ux, recorded July 28, 1965 as File No. [134861](#) of Official Records; thence along the Westerly boundary of Parcel 1 of said Kaylor's Land as follows: North 03°16'00" West 49.61 feet to the beginning of a tangent 500.00 foot radius curve concave Westerly; Northerly along the arc of said curve through a central angle of 09°00'10" a distance of 78.56 feet; tangent to said curve North 12°16'10" West, 511.16 feet to the beginning of a tangent 80.00 foot radius curve concave Easterly; Northerly along the arc of said curve through a central angle of 36°41'10" a distance of 51.22 feet; tangent to said curve North 24°25'00" East 192.52 feet, to the beginning of a tangent 520.00 foot radius curve concave Westerly; Northerly along the arc of said curve through a central angle of 10°56'40" a distance of 99.33 feet; tangent to said curve North 13°28'20" East 126.78 feet to the beginning of a tangent 1020.00 foot radius curve concave Westerly; Northerly along the arc of said curve through a central angle of 05°41'00" a distance of 101.18 feet; tangent to said curve North 07°47'20" East 125.01 feet to the beginning of a tangent 150.00 foot radius curve concave Easterly;

Northerly along the arc of said curve through a central angle of 42°29'00" a distance of 111.22 feet to the true Point of Beginning and the beginning of a reverse curve concave Northwesterly, having a radius of 416.00 feet; Northerly along the arc of said curve a distance of 132.20 feet; tangent to said curve 32°03'50" East 44.34 feet to the beginning of a tangent 200.00 foot radius curve concave Westerly; Northerly along the arc of said curve through a central angle of 29°20'10" a distance of 102.40 feet; tangent to said curve North 02°43'40" East 272.52 feet to the beginning of a tangent 1400.00 foot radius curve concave Easterly; Northeasterly along the arc of said curve through a central angle of 01°24'43" a distance of 34.50 feet to a corner in the Westerly boundary of Parcel 1 of said Kaylor's Land and the terminus thereof.

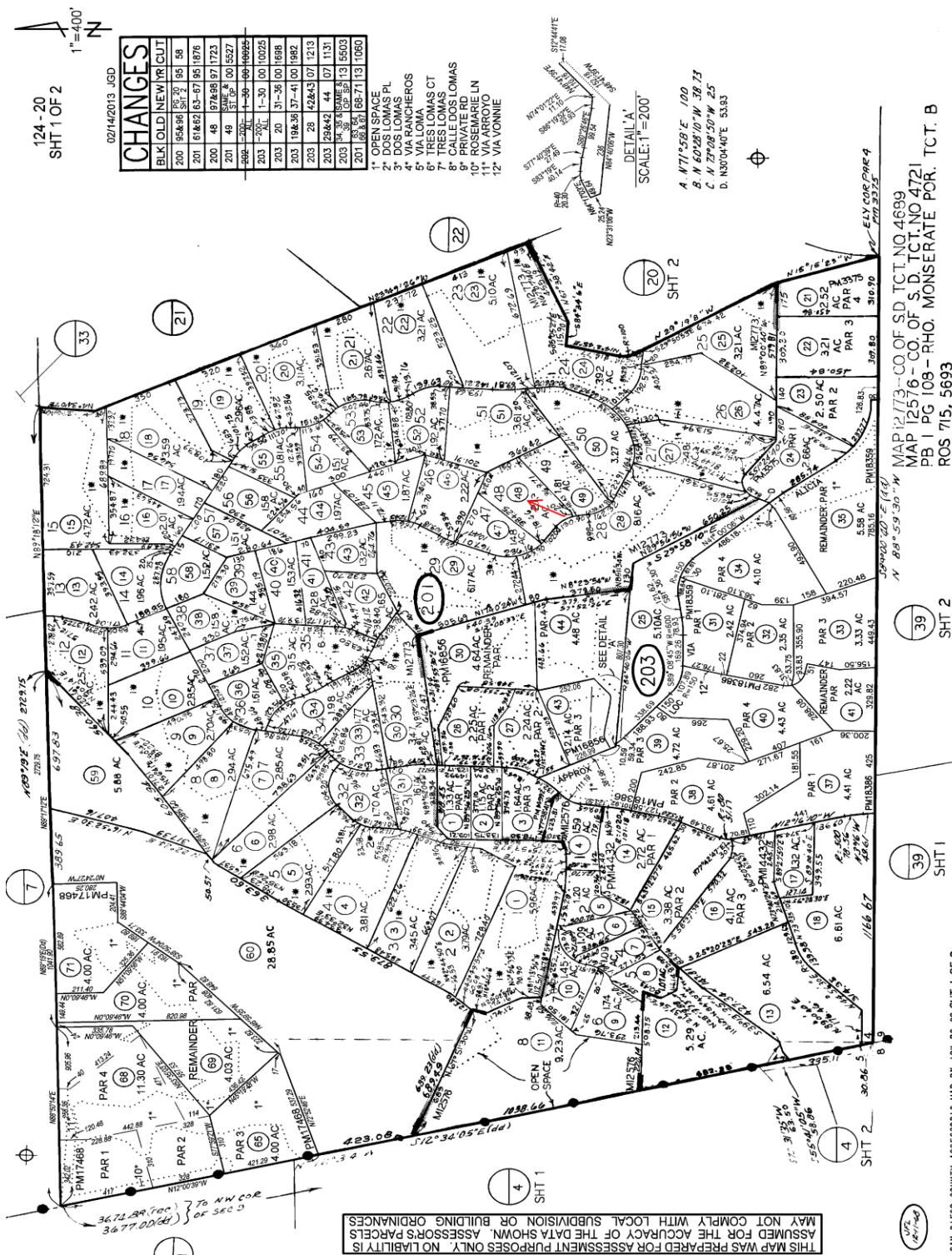
EXCEPTING THEREFROM any portion lying Southwesterly of the Southwesterly line and its Northwesterly prolongation thereof, of that certain easement described in a Deed to Carolyn Stillman, et al, as filed in the Office of the County Recorder of said San Diego County, December 29, 1970 as File No. [238248](#) of Official Records.

Parcel 5:

An easement and right of way for road and public utility purposes and appurtenances thereto over, under, along and across a strip of land 60.00 feet in width, lying within that portion of a Tract of Land in MONSERATE RANCHO, in the County of San Diego, State of California, according to Map thereof recorded in [Book 1, Page 108](#) of Patents, being a part of what is commonly known as Tract "B" of said MONSERATE RANCHO, the center line of said strip being described as follows:

Commencing at the Northwest corner of said Section 9, Township 10 South, Range 3 West, San Bernardino Meridian, as shown on San Luis Rey Heights Tract, according to Map Thereof No. [2323](#), filed in the Office of the County Recorder June 25, 1946; thence South 89°00'26" East, (Deed - South 89°00'40" East) 1166.67 feet to the Southwesterly corner of land described in Parcel 1 in deed to Howard Ellis Hoskins, et al, recorded January 17, 1969 as File No. [3355](#) of Official Records; thence along the Southerly line of said Hoskin's Land, South 89°00'26" East, 2843.85 (Record - South 89°00'40" East, 2843.88 feet) to the Southeasterly corner of said land; thence along the Easterly line of said Hoskin's Land North 15°46'50" East, 31.33 feet to the Northerly line of the Southerly 30.00 feet of said land and being the True Point of Beginning; thence along said Northerly line, North 89°00'26" West, (Record - North 89°00'40" West) 738.49 feet to the beginning of a tangent 370.00 foot radius curve concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 54°00'00" a distance of 348.72 feet; thence tangent to said curve North 35°00'26" West, 285.74 feet to the beginning of a tangent 770.00 foot radius curve concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of 05°59'40" a distance of 80.56 feet; thence tangent to said curve North 41°00'06" West, 486.18 feet to the beginning of a tangent 150.00 foot radius curve concave Southwesterly; thence Northwesterly and Westerly along the arc of said curve through a central angle of 57°23'24" a distance of 150.25 feet; thence tangent to said curve South 81°36'30" West, 121.62 feet to the beginning of a tangent 600.00 foot radius curve concave Northerly; thence Westerly along the arc of said curve through a central angle of 07°32'15" a distance of 78.93 feet; thence tangent to said curve South 89°08'45" West, 169.26 feet to the beginning of a tangent 150.00 foot radius curve concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 41°12'40" a distance of 107.89 feet; thence tangent to said curve North 49°38'35" West, 338.69 feet to the beginning of a tangent 300.00 foot radius curve concave Northeasterly; thence Northwesterly along the arc of said curve through a central angle of 25°38'45" a distance of 134.28 feet to the point of tangency in the Southwesterly line of land described in deed to Carolyn Stillman, recorded February 17, 1969 as File No. [28629](#) of Official Records; thence tangent to said curve North 23°59'50" West, 312.98 feet to the most Westerly corner of said Stillman's Land.

APN: [124-201-48-00](#)



NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
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% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

**ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
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.

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 below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

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:

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

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.

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 numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown 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.