

## EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Marin, State of California, and is described as follows:

### PARCEL ONE:

Beginning at an iron pipe monument at the Northwesterly corner of that certain tract of land first described in Deed from the Estate of Federico Togni, alias, Deceased, to A. Bettinelli, recorded February 27, 1941 in Book 408, at Page 447, Official Records of Marin County, said point being distant along said Northerly line North 74° 19' West (called North 73° 45' West in said Deed), 1894.42 feet from the Westerly line of the Chileno Valley County Road; running thence South 75° 04' East 47.30 feet to an iron pipe monument; thence North 16° 27' East 186.03 feet, North 16° 33' East 133.19 feet, North 19° 11' 30" East 485.54 feet, North 19° 40' East 491.43 feet and North 19° 32' East 1180.76 feet to an iron pipe monument; thence North 26° 24' East 405.41 feet, North 24° 39' East 254.36 feet; North 13° 28' East 191.40 feet, North 10° 16' East 155.94 feet, North 24° 59' East 682.63 feet, North 24° 51' East 1333.11 feet to an iron pipe monument; running thence south 74° 35' West 514.41 feet, South 75° 20' West 519.60 feet, south 75° 27' West 848.91 feet, South 75° 19' West 741.49 feet and South 75° 26' West 465.93 feet to an iron pipe monument; thence South 84° 59' West 526.40 feet to an iron pipe monument; thence South 38° 56' West 27.01 feet to an iron pipe monument; thence South 69° 34' West 193.11 feet, South 67° 44' West 475.48 feet, South 52° 44' West 169.32 feet and South 58° 31' 30" West 262.69 feet to an iron pipe monument; thence South 87° 58' West 279.10 feet, South 87° 26' West 119.71 feet, South 87° 26' West 119.71 feet, South 84° 07' West 305.65 feet, South 77° 46' West 420.39 feet, North 54° 56' 30" West 459.0 feet, North 75° 58' West 135.0 feet and North 76° 33' West 290.25 feet to an iron pipe monument; thence South 1° 25' 30" West 573.0 feet, South 2° 09' West 143.12 feet, South 15° 25' West 373.44 feet and South 13° 36' West 261.68 feet to an iron pipe monument; thence South 36° 04' West 112.77 feet to an iron pipe monument; thence South 87° 42' West 194.41 feet and South 88° 57' West 355.55 feet to an iron pipe monument; thence South 19° 15' East 266.30 feet, South 20° 35' East 111.68 feet, South 25° 07' East 169.06 feet, South 3° 49' East 237.02 feet, South 33° 09' 30" East 98.44 feet, South 26° 11' East 109.38 feet, south 19° 55' 30" East 189.12 feet, South 8° 46' East 105.68 feet and South 13° 25' 30' East 109.98 feet to an iron pipe monument; thence South 20° 43' 30" East 557.0 feet, South 22° 23' East 164.84 feet, South 4° 07' East 191.70 feet, South 6° 53' West 165.75 feet and South 5° 18' West 267.30 feet to an iron pipe monument; thence South 77° 44' 30" East 868.9 feet, South 70° 36' 30" East 1195.66 feet, South 72° 08' East 116.33 feet, South 73° 33' East 966.50 feet, South 66° 44' East 233.06 feet, South 66° 28' East 305.23 feet, South 68° 11' East 132.88 feet, South 70° 45' East 106.26 feet South 71° 46' East 134.59 feet, and South 67° 26' East 169.09 feet to an iron pipe monument; thence North 18° East 269.28 feet to an iron pipe monument; thence North 18° 17' East 268.44 feet and North 19° 13' East 292.74 feet to an iron pipe monument; thence North 19° 41' East 613.30 feet to an iron pipe monument and the point of beginning. Said iron pipe monuments are marked with copper disc set in top and stamped R. E. 3230.

APN 104-060-08

PARCEL TWO:

Beginning at a point on the Easterly line of the land of Jerry Garzoli, as said land is described in the Judgment entered by the Superior Court of the State of California in and for the County of Marin on March 26, 1954 and signed on the 1<sup>st</sup> day of June, 1954 and filed on the 7<sup>th</sup> day of June, 1954 in proceedings consolidated for trial and entitled, Juliet Tomasini, et al, vs. Jerry A. Garzoli, et al, Clerk's No. 21563 and entitled, Jerry Garzoli v. Belardo Garzoli, et al, Clerk's No. 21713, a certified copy of said Judgment being recorded on June 18, 1954 in Book 872, Page 75, Official Records of Marin County, and which point of beginning is marked by an iron pipe monument at the Northwesterly corner of that certain tract of land first described in Deed from Estate of Frederico Togni, alias, Deceased, to A. Bettinelli, recorded February 27, 1941 in Book 408, at Page 447, Official Records, of Marin County, said monument being distant along the Southerly line of the lands of Irene E. Bloom, et al, produced Westerly North 74° 19' West (called North 73° 45' West in said Deed), 1894.42 feet from the Westerly line of the Chileno Valley County Road; running thence from said point of beginning, South 19° 41' West 613.30 feet to an iron pipe monument on the Easterly line of the said Garzoli land; thence South 88° 53' East 145.40 feet; thence South 88° 18' East 432.36 feet; thence North 67° 53' East 130.15 feet; thence North 52° 54' East 200.31 feet; thence North 52° 40' East 224.02 feet; thence North 69° 08' East 25.39 feet; thence South 88° 52' 30" East 42.58 feet; thence South 74° 25' East 983.86 feet to the Westerly line of the Chileno Valley County Highway; thence North 30° West along said Westerly line of said highway to intersection with the Southerly line of the said land of Irene E. Bloom, et al, which point of intersection is distant south 74° 19' East 1894.42 feet along said Southerly line of the said land of Irene e. Bloom, et al, produced Westerly from said iron pipe monument at the said Northwesterly corner of the land first described in the Deed from Estate of Frederico Togni herein above referred to; thence North 74° 19' West along the said Southerly line of the land of Irene E. Bloom, et al, produced Westerly 1894.42 feet to the iron pipe monument at the point of beginning.

EXEPTING THEREFROM an undivided ½ interest in those certain mineral rights as reserved in that certain Deed executed by Edward Lewis Thompson, as Guardian of the Estate of Juliet Tomasini to Jerry Garzoli, recorded March 3, 1958 in Book 1175 of Official Records, at Page 72, Marin County Records.

APN 104-060-12



**OLD REPUBLIC**  
TITLE COMPANY

151 Petaluma Blvd. So. Suite 125  
Petaluma, CA 94952  
(707) 763-9941 Fax: (707) 762-0473

## PRELIMINARY REPORT

Our Order Number 0812008486-BW

CENTURY 21 BUNDESEN  
616 PETALUMA BLVD. SOUTH  
PETALUMA, CA 94952

Attention: KARL BUNDESEN

When Replying Please Contact:

Beth White  
BWhite@ortc.com  
(707) 763-9941

Property Address:

6195 Chileno Valley Road, Petaluma, CA 94952  
[Unincorporated area of Marin County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception 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 Homeowner's Policy 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.**

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 August 7, 2012, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 0812008486-BW

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Warren Thom Knudson, as Successor Trustee under The Alvin James Hansen Trust Agreement dated August 14, 2006

The land referred to in this Report is situated in the unincorporated area of the County of Marin, State of California, and is described as follows:

PARCEL ONE:

Beginning at an iron pipe monument at the Northwesterly corner of that certain tract of land first described in Deed from the Estate of Federico Togni, alias, Deceased, to A. Bettinelli, recorded February 27, 1941 in Book 408, at Page 447, Official Records of Marin County, said point being distant along said Northerly line North 74° 19' West (called North 73° 45' West in said Deed), 1894.42 feet from the Westerly line of the Chileno Valley County Road; running thence South 75° 04' East 47.30 feet to an iron pipe monument; thence North 16° 27' East 186.03 feet, North 16° 33' East 133.19 feet, North 19° 11' 30" East 485.54 feet, North 19° 40' East 491.43 feet and North 19° 32' East 1180.76 feet to an iron pipe monument; thence North 26° 24' East 405.41 feet, North 24° 39' East 254.36 feet; North 13° 28' East 191.40 feet, North 10° 16' East 155.94 feet, North 24° 59' East 682.63 feet, North 24° 51' East 1333.11 feet to an iron pipe monument; running thence south 74° 35' West 514.41 feet, South 75° 20' West 519.60 feet, south 75° 27' West 848.91 feet, South 75° 19' West 741.49 feet and South 75° 26' West 465.93 feet to an iron pipe monument; thence South 84° 59' West 526.40 feet to an iron pipe monument; thence South 38° 56' West 27.01 feet to an iron pipe monument; thence South 69° 34' West 193.11 feet, South 67° 44' West 475.48 feet, South 52° 44' West 169.32 feet and South 58° 31' 30" West 262.69 feet to an iron pipe monument; thence South 87° 58' West 279.10 feet, South 87° 26' West 119.71 feet, South 87° 26' West 119.71 feet, South 84° 07' West 305.65 feet, South 77° 46' West 420.39 feet, North 54° 56' 30" West 459.0 feet, North 75° 58' West 135.0 feet and North 76° 33' West 290.25 feet to an iron pipe monument; thence South 1° 25' 30" West 573.0 feet, South 2° 09' West 143.12 feet, South 15° 25' West 373.44 feet and South 13° 36' West 261.68 feet to an iron pipe monument; thence South 36° 04' West 112.77 feet to an iron pipe monument; thence South 87° 42' West 194.41 feet and South 88° 57' West 355.55 feet to an iron pipe monument; thence South 19° 15' East 266.30 feet, South 20° 35' East 111.68 feet, South 25° 07' East 169.06 feet, South 3° 49' East 237.02 feet, South 33° 09' 30" East 98.44 feet, South 26° 11' East 109.38 feet, south 19° 55' 30" East 189.12 feet, South 8° 46' East 105.68 feet and South 13° 25' 30' East 109.98 feet to an iron pipe monument; thence South 20° 43' 30" East 557.0 feet, South 22° 23' East 164.84 feet, South 4° 07' East 191.70 feet, South 6° 53' West 165.75 feet and South 5° 18' West 267.30 feet to an iron pipe monument; thence South 77° 44' 30" East 868.9 feet, South 70° 36' 30" East 1195.66 feet, South 72° 08' East 116.33 feet, South 73° 33' East 966.50 feet, South 66° 44' East 233.06 feet, South 66° 28' East 305.23 feet, South 68° 11' East 132.88 feet, South 70° 45' East 106.26 feet South 71° 46' East 134.59 feet, and South 67° 26' East 169.09 feet to an iron pipe monument; thence North 18° East 269.28 feet to an iron pipe monument; thence North 18° 17' East 268.44 feet and North 19° 13' East 292.74 feet to an iron pipe monument; thence North 19° 41' East 613.30 feet to an iron pipe monument and the point of beginning. Said iron pipe monuments are marked with copper disc set in top and stamped R. E. 3230.

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ORDER NO. 0812008486-BW

APN 104-060-08

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Beginning at a point on the Easterly line of the land of Jerry Garzoli, as said land is described in the Judgment entered by the Superior Court of the State of California in and for the County of Marin on March 26, 1954 and signed on the 1<sup>st</sup> day of June, 1954 and filed on the 7<sup>th</sup> day of June, 1954 in proceedings consolidated for trial and entitled, Juliet Tomasini, et al, vs. Jerry A. Garzoli, et al, Clerk's No. 21563 and entitled, Jerry Garzoli v. Belardo Garzoli, et al, Clerk's No. 21713, a certified copy of said Judgment being recorded on June 18, 1954 in Book 872, Page 75, Official Records of Marin County, and which point of beginning is marked by an iron pipe monument at the Northwesterly corner of that certain tract of land first described in Deed from Estate of Frederico Togni, alias, Deceased, to A. Bettinelli, recorded February 27, 1941 in Book 408, at Page 447, Official Records, of Marin County, said monument being distant along the Southerly line of the lands of Irene E. Bloom, et al, produced Westerly North 74° 19' West (called North 73° 45' West in said Deed), 1894.42 feet from the Westerly line of the Chileno Valley County Road; running thence from said point of beginning, South 19° 41' West 613.30 feet to an iron pipe monument on the Easterly line of the said Garzoli land; thence South 88° 53' East 145.40 feet; thence South 88° 18' East 432.36 feet; thence North 67° 53' East 130.15 feet; thence North 52° 54' East 200.31 feet; thence North 52° 40' East 224.02 feet; thence North 69° 08' East 25.39 feet; thence South 88° 52' 30" East 42.58 feet; thence South 74° 25' East 983.86 feet to the Westerly line of the Chileno Valley County Highway; thence North 30° West along said Westerly line of said highway to intersection with the Southerly line of the said land of Irene E. Bloom, et al, which point of intersection is distant south 74° 19' East 1894.42 feet along said Southerly line of the said land of Irene e. Bloom, et al, produced Westerly from said iron pipe monument at the said Northwesterly corner of the land first described in the Deed from Estate of Frederico Togni herein above referred to; thence North 74° 19' West along the said Southerly line of the land of Irene E. Bloom, et al, produced Westerly 1894.42 feet to the iron pipe monument at the point of beginning.

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APN 104-060-12

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

1. Taxes and assessments, general and special, for the fiscal year 2012 - 2013, a lien, but not yet due or payable.

OLD REPUBLIC TITLE COMPANY  
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2. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No	:	104-060-08	
Bill No.	:	11-193459	
Code No.	:	094-001	
1st Installment	:	\$1,231.93	Marked Paid
2nd Installment	:	\$1,231.93	Marked Paid
Land Value	:	\$133,801.00	
Imp. Value	:	\$45,214.00	

3. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No	:	104-060-12	
Bill No.	:	11-176793	
Code No.	:	069-002	
1st Installment	:	\$79.88	Marked Paid
2nd Installment	:	\$79.88	Marked Paid
Land Value	:	\$1,995.00	

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Water rights, claims or title to water, whether or not shown by the public records.

6. Facts which would be disclosed by a comprehensive survey of the premises herein described.

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Right of Way Agreement
Granted To	:	The Pacific Telephone and Telegraph Company, a Corporation
For	:	Telephone Facilities
Dated	:	September 25, 1951
Recorded	:	February 8, 1952 in Book 729 of Official Records, Page 101
Affects	:	Exact location is not disclosed

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8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Right of Way Agreement  
Granted To : The Pacific Telephone and Telegraph Company, a Corporation  
For : Telephone Facilities  
Recorded : [February 25, 1952 in Book 766 of Official Records, Page 141](#)  
Affects : Exact location is not disclosed

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Right of Way Agreement  
Granted To : The Pacific Telephone and Telegraph Company, a Corporation  
For : Telephone Facilities  
Dated : September 24, 1952  
Recorded : [October 24, 1952 in Book 771 of Official Records, Page 329](#)  
Affects : Exact location is not disclosed

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Right of Way Agreement  
Granted To : The Pacific Telephone and Telegraph Company, a Corporation  
For : Telephone Facilities  
Dated : September 17, 1952  
Recorded : [October 24, 1952 in Book 771 of Official Records, Page 331](#)  
Affects : Exact location is not disclosed

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Right of Way Agreement  
Granted To : The Pacific Telephone and Telegraph Company, a Corporation  
For : Telephone Facilities  
Dated : August 13, 1952  
Recorded : [December 31, 1952 in Book 782 of Official Records, Page 540](#)  
Affects : Exact location is not disclosed

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Right of Way Agreement  
Granted To : Pacific Gas and Electric Company, a California Corporation  
For : Electrical Transmission Facilities  
Dated : April 4, 1962  
Recorded : [May 18, 1962 in Book 1571 of Official Records, Page 459](#)  
Affects : A portion

13. Williamson Act – Land Conservation contract, as follows:

City/County : Marin County  
Landowner : Alvin J. Hansen, a single man  
Recorded : [May 13, 1971 in Book 2197 of Official Records, Page 84](#)  
Contract/File No : 6562

14. Matters as contained or referred to in an instrument,

Entitled : License for Diversion and Use of Water  
Executed By : The State Water Resources Control Board  
Dated : February 27, 1984  
Recorded : [March 16, 1984 in Official Records under Recorder's Serial Number 84012772](#)

Which Among  
Other Things : For a license to divert water  
Provides  
Returned to  
Address : P. O. Box 2000 Sacramento, California 95810

15. Rights and claims of parties in possession.

16. Any unrecorded and subsisting leases.

17. Terms and conditions contained in the Alvin James Hansen Trust Agreement as disclosed by Quitclaim Deed

Dated : November 30, 2006  
Recorded : [December 5, 2006 in Official Records under Recorder's Serial Number 2006-0075288](#)

NOTE: The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5  
The Company reserves the right to make additional exceptions and/or requirements.

18. This Company will Require that a copy be furnished to it of the following matters pertaining to the Alvin James Hansen Trust Agreement dated August 14, 2006 in order to establish the validity of the vesting herein.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 6195 Chileno Valley Road, Petaluma, CA 94952.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 0812008486-BW

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument  
Entitled : Affidavit-Death of Trustee  
By/From : Alvin James Hansen, as Trustee of The Alvin J. Hansen Trust  
Agreement dated 06/04/1998  
To : Warren Thom Knudson, as Successor Trustee Under The Alvin James  
Hansen Trust Agreement dated August 14., 2006  
Dated : January 6, 2012  
Recorded : [January 12, 2012 in Official Records under Recorder's Serial Number  
2012-0002797](#)

D. County recorder will charge an additional \$ 10.00 "Monument User Fee" to record a Grant Deed and other transfer documents using the legal description shown here in.

O.N.  
PT/beb

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

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

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

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 2006  
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 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE**

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:

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 not shown by the public records.

## Old Republic Title Company

### Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.

- Information about your transactions we secure from our files, or from [our affiliates or] others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **Disclosure to Consumer of Available Discounts**

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

