

# TransCounty Title Co.

*"Our Service is The Difference"*

635 West 19th Street • Merced, CA 95340 • (209) 383-4660 • Fax (209) 383-0912

**CLIENT:** American Realty  
2555 First Street  
Atwater, CA 95301

**ORDER NUMBER:** 21-00080-TAF

**BUYER/BORROWER:**  
To Be Determined

**ATTN:** Andy Krotik

**PROPERTY:**  
Apn 147-200-002, 003, 005 And 006  
California

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, TransCounty 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 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.**

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.

Escrow Officer: Tami A Fournier  
Dated as of: 1/12/2021, at 7:30 A.M.  
LAB

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

CLTA Standard Coverage Policy - 1990 (11-09-18)

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

A Fee

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

**4. The land referred to in this Report is situated in the State of California, County of Merced, in an Unincorporated Area and is described as follows:**

Parcel 1:

All that portion of Section 25, Township 6 South, Range 12 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point that is North 1 deg 02' East, 1980 feet from a point that is North 89 deg 57' East, 30 feet from the Southwest corner of said Section 25, said point being a 3" X 4" redwood post on the East side of the County road; thence North 89 deg 57' East, 1320 feet to a 4" X 4" redwood post; thence North 1 deg 02" East, 100 feet to a 3" X 4" redwood post; thence South 89 deg 57' West 1320 feet to a 3" X 4" redwood post on the East side of a County road; thence South 1 deg 02' West, 100 feet to the point of beginning.

Excepting therefrom beginning at a point that is North 1 deg 02' East, 2080 feet from a point that is North 89 deg 57' East 62 feet from the Southwest corner of said Section 25, said point being on the East line of Winton Way as now widened and a point on the North line of that certain parcel of land conveyed to Manuel Frade, et ux, by deed recorded in Volume 315 of Official Records, Page 162; thence North 89 deg 57' East along said North line 114 feet; thence South 1 deg 02' West, parallel with said Winton Way 96 feet; thence South 89 deg 57' West parallel with said North line, 114 feet to a point on the East line of said Winton Way as now widened; thence North 1 deg 03'30" East along said East line 96 feet to the point of beginning.

Also excepting therefrom all that portion conveyed to Merced County by deed recorded December 24, 1970 in Volume 1843, of Official Records at Page 542, Instr. No. 22941, Merced County.

Assessors Parcel No.: 147-200-006

Parcel 2:

All that portion of Section 25, Township 6 South, Range 12 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point that is North 1 deg 02' East, 1422.3 feet from a point on the South line of said Section 25, that is North 89 deg 57' East, 1350 feet from the Southwest corner of said Section 25, said point being a 3" X 4" redwood post; thence North 1 deg 02' East, parallel to the West line of said Section, 650 feet to a 3" X 4" redwood post; thence North 89 deg 57' East parallel to the South line of said Section, 670.1 feet to a 3" X 4" redwood post; thence South 1 deg 02' West, parallel to the West line of said Section, 650 feet to a 3" X 4" redwood post, thence South 89 deg 57' West, 670.1 feet to the point of beginning.

Assessors Parcel No.: 147-200-003

Parcel 3:

All that portion of Section 25, Township 6 South, Range 12 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point that is North 1 deg 02' East, 2080 feet and North 89 deg 57' East 1273.3 feet from the Southwest corner of Section 25, Township 6 South, Range 12 East, Mount Diablo Base and Meridian, in the County of Merced, State of California; thence North 1 deg 02' East 560 feet; thence North 89 deg 57' East 76.2 feet to a 4" X 4" post set on a former survey; thence North 1 deg 02' East 195.7 feet to a 4" X 4" post set on a former survey on the South reservation line of the A. T. and S. F. R. R.; thence following said reservation line South 51 deg 51' East 786.9 feet; thence South 38 deg 09' West 60 feet; thence South 51 deg 51' East, 1278.8 feet; thence South 50 deg 06' West, 68.9 feet; thence South 89 deg 57' West, parallel with the South line of said Section, 882.0 feet, to a 3" X 4" post set on a former survey; thence North 1 deg 02' East, 650 feet to a 4" X 4" post set on a former survey; thence South 89 deg 57' West 670.1 feet; thence North 1 deg 02' East, 7.7 feet to a 3" X 4" post set on a former survey; thence South 89 deg 57' West 76.2 feet, to the point of beginning.

Assessors Parcel No.: 147-200-002

Parcel 4:

All that portion of the Southwest quarter of Section 25, Township 6 South, Range 12 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point that is North 89 deg 57' East, 30 feet and North 1 deg 02' East, 1980 feet from the Southwest corner of said Section 25, the said point of beginning being on the Northwest corner of that certain 40 acre tract of land conveyed to L.E. White and Inez F. White, by deed recorded May 11, 1943, in Volume 746 of Official Records, at Page 461; thence North 89 deg 57' East, 1320 feet along the North line of said 40 acre tract of land to the Northeast corner thereof; thence South 1 deg 02' West, 200 feet along the East line of said 40 acre tract of land to a point; thence South 89 deg 57' West parallel with the North line of said 40 acre tract of land, 1320 feet to a point on the West line thereof; thence North 1 deg 02' East, 200 feet along the West line of said 40 acre tract of land to the point of beginning.

Excepting therefrom, all oil, gas and other hydrocarbons and minerals, as reserved in the Deed from Bank of America National Trust and Savings Association to L.R. White, et ux, recorded May 11, 1943 in Volume 746 of Official Records, at Page 461.

Also excepting therefrom all that portion conveyed to Merced County by Deed recorded December 24, 1970 in Volume 1843 of Official Records at Page 540, Instr. No. 22940, Merced County.

Assessors Parcel No.: 147-200-005

**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 2021-2022, a lien not yet due or payable.
  
2. **GENERAL AND SPECIAL TAXES AND ASSESSMENTS** for the fiscal year 2020-2021.

First Installment:	\$248.67	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Second Installment:	\$248.67	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Costs:	\$0.00	
Land Value:	\$31,005.00	
Improvement Value:	\$1,686.00 Structural; \$12,484.00 Growing	
Personal Property:	\$0.00	
Exemption:	\$0.00	
Tax Rate Area:	109-004	
APN:	147-200-006-000	
Affects:	Parcel 1	

3. **GENERAL AND SPECIAL TAXES AND ASSESSMENTS** for the fiscal year 2020-2021.

First Installment:	\$975.49	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Second Installment:	\$975.49	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Costs:	\$0.00	
Land Value:	\$114,847.00	
Improvement Value:	\$6,188.00 Structural; \$59,302.00 Growing	
Personal Property:	\$0.00	
Exemption:	\$0.00	
Tax Rate Area:	109-002	
APN:	147-200-003-000	
Affects:	Parcel 2	

4. **GENERAL AND SPECIAL TAXES AND ASSESSMENTS** for the fiscal year 2020-2021.

First Installment:	\$1,914.31	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Second Installment:	\$1,914.31	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Costs:	\$0.00	
Land Value:	\$224,293.00	
Improvement Value:	\$39,069.00 Structural; \$93,636.00 Growing	
Personal Property:	\$0.00	
Exemption:	\$0.00	
Tax Rate Area:	109-002	
APN:	147-200-002-000	
Affects:	Parcel 3	

5. **GENERAL AND SPECIAL TAXES AND ASSESSMENTS** for the fiscal year 2020-2021.

First Installment:	\$564.26	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Second Installment:	\$564.26	Paid
Penalty:	\$0.00	
Fee:	\$0.00	
Costs:	\$0.00	
Land Value:	\$68,907.00	
Improvement Value:	\$3,711.00 Structural; \$31,212.00 Growing	
Personal Property:	\$0.00	
Exemption:	\$0.00	
Tax Rate Area:	109-002	
APN:	147-200-005-000	
Affects:	Parcel 4	

6. **THE LIEN OF SUPPLEMENTAL TAXES**, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

7. **TAXES AND ASSESSMENTS**, if any, levied by the Merced Irrigation District.

Note: Amounts due are not currently available.

8. **RIGHT OF WAY** for existing roads, canals, ditches, drain ditches, pipe, pole or transmission lines and public utilities traversing said lands.

9. **ANY RIGHT, TITLE, INTEREST OR EASEMENT** which may exist for the maintenance, repair, cleaning, operation, control or seepage of the open canal or other water conveyance facility lying within or adjacent to the herein described land.

Affects: Parcel 3 of the herein described land.

10. **RIGHTS OF THE PUBLIC** in and to that portion of the land lying within Winton Way as it now exists.

11. **AN EASEMENT** for ditches, canals and incidental purposes, recorded December 18, 1914 in Book "R" of Agreements at Page 233, Merced County.

Reserved by: Crocker-Huffman Land and Water Company

Affects: The exact location is not defined of record.

Affects: Parcel 4 of the herein described land.

12. **AN EASEMENT** for ditches, canals and incidental purposes, recorded December 19, 1914 in Book 119 at Page 404 of Deeds.

Reserved by: S.F.B. Morse and Ann Thompson Morse, his wife

Affects: The exact location is not defined of record.

Affects: Parcel 4 of the herein described land.

13. **AN EASEMENT** for ditches, canals and incidental purposes, recorded March 27, 1906 in Book 67 at Page 520 of Deeds.

Reserved by: Crocker-Huffman Land and Water Company

Affects: The exact location is not defined of record.

Affects: Parcel(s) 1, 2, 3 and 4 of the herein described land.

14. **AN EASEMENT** for ditch and incidental purposes, recorded March 17, 1911 in Book 87 at Page 95 of Deeds.

Reserved by: Mary J. Root

Affects: The exact location is not defined of record.

Affects: Parcel(s) 2 and 3 of the herein described land.

15. **AN EASEMENT** for ingress and egress associated with the removal of oil, gas and minerals, and incidental purposes, recorded May 11, 1943 in Book 746 at Page 461 as Series No. 3856 of Official Records.

Reserved by: Bank of America National Trust and Savings Association, a national banking association

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

Affects: Parcel 4 of the herein described land.

16. **AN EASEMENT** for wells, pumping plants and incidental purposes, recorded January 25, 1957 in Book 1299 at Page 452 of Official Records.

Reserved by: Merced Irrigation District  
Affects: The exact location is not defined of record.  
  
Affects: Parcel 3 of the herein described land.

17. **AN EASEMENT** for irrigation pipeline and incidental purposes, in the document recorded March 15, 1976 in Book 2024 at Page 15 as Series No. 5287 of Official Records.

Granted to: William W. Crawford Et al.  
Affects: The exact location is not defined of record.  
  
Affects: Parcel 1 of the herein described land.

18. **AN EASEMENT** for public service and incidental purposes, in the document recorded February 18, 1977 in Book 2062 at Page 773 as Series No. 3777 of Official Records.

Granted to: Pacific Gas and Electric Company  
Affects: The exact location is not defined of record.  
  
Affects: Parcel 1 of the herein described land.

19. **THE HEREIN DESCRIBED PROPERTY** lies within the Winton Bridge and Major Thoroughfare Area of Benefit and is subject to any assessments thereof, as disclosed by Resolution No. 91-349, recorded November 14, 1991 in Book 2953 at Page 163 as Series No. 35952 Official Records.

**DOCUMENT** declaring modifications thereof, recorded July 11, 2008 as Series No. 2008-037353 of Official Records.

20. **THE EFFECT OF A DEED** executed by Dorothy J. Lema, as Trustee of the Joe S. Lema and Dorothy J. Lema Family Trust - 2003 to Gregory J. Lema and Laurie A. Lema, Co-Trustees of the Lema Family 2014 Irrevocable Trust, recorded June 24, 2014 as Series No. 2014-018897 of Official Records. The Grantor named therein did not possess a record interest in the land on the date of its execution.

Affects: The herein described land and other land.

21. **THE EFFECT OF A DOCUMENT** entitled "Affidavit of Successor Trustee", recorded June 24, 2014 as Series No. 2014-018896 of Official Records.

**AT THE DATE OF RECORDING** of the document, the parties thereto had no record interest in the land.

Affects: The herein described land and other land.

22. **ANY LACK OF ACCESS**, or a right of access, or a right of access to and from the land.

Any access coverage contained in this policy and/or endorsements thereto is NOT being provided, notwithstanding any statement therein to the contrary.

Affects: Parcel(s) 1, 2 and 3 of the herein described land.

23. **RIGHTS OF PARTIES IN POSSESSION** of said land.

24. **THIS COMPANY REQUIRES**, prior to the closing of the contemplated transaction, the following, if the form of policy of title insurance contemplated by this Report, as shown in paragraph 1 herein, is other than a CLTA Standard Coverage Policy (1990), ALTA Owner's Policy Standard Coverage (06-17-06), or ALTA Loan Policy Standard Coverage (06-17-06):

- a. An Owner's Affidavit, completed in its entirety, and executed by all owners of the Land is submitted for review.
- b. Other requirements which this Company may impose following its review of the material required herein and other information which this Company may require.

25. **THIS COMPANY REQUIRES**, with respect to Fagundes, Fagundes, Fagundes, a General Partnership, the following:

- a. That a certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporations Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Other requirements which this Company may impose following its review of the material required herein and other information which this Company may require.

26. **THIS PRELIMINARY REPORT/COMMITMENT** was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

**END OF ITEMS**

**NOTES**

NOTE: According to the public records, there has been no conveyance of the land within a period of sixty months prior to the date of this report, except as follows:

None.

NOTE: On or after July 1, 1985, the County Recorder's Office will charge, in addition to the regular recording charges, an extra \$20.00 recording fee, unless a document evidencing a change of ownership is accompanied by a preliminary change of ownership report. In lieu of said report, signed by the transferee, the recorder will accept an affidavit that the transferee is not a resident of California. Title billings will be adjusted to reflect such additional fees when applicable.



NOTE: The map attached, if any, may or may not be a survey of the land depicted hereon. TransCounty Title Co. 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.

NOTE: When an order for title insurance is canceled, the charge will be that amount which in the opinion of the Company is proper compensation for the services rendered, but not less than the minimum amount required under Section 12404 of the Insurance Code of the State of California.

**DISCLOSURE TO CONSUMER OF AVAILABLE DISCOUNTS**

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that TransCounty Title Co. 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.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or it's 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 for TransCounty Title Co. and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any TransCounty Title Co. office.

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**EFFECTIVE JANUARY 1, 2003  
NOTIFICATION TO BUYER ON DISPOSITION  
OF CALIFORNIA REAL PROPERTY**

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 and 1/3 percent of the sales price in the case of disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00) OR
2. The seller executes a written certificate, under penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under penalty of perjury, certifying:
  - a. That the California real property being conveyed is the seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
  - b. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
  - c. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible under Section 1033 of the Internal Revenue Code.
  - d. That the California real property transaction will result in a loss for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant a reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

THE PARTIES TO THE TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

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**TRANSCOUNTY TITLE CO.**  
**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 TransCounty Title Co.

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.

May 7, 2001

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**FACTS** WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

**Questions** Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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 secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

CLTA Preliminary Report Form - Exhibit A (Rev. 11-09-18)

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

EXCLUSIONS FROM COVERAGE

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

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



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

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

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

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

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1 % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00

2006 ALTA LOAN POLICY (06-17-06) updated (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 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).

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

EXCEPTIONS FROM COVERAGE

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

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.

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

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

EXCEPTIONS FROM COVERAGE

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

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 in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

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

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

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

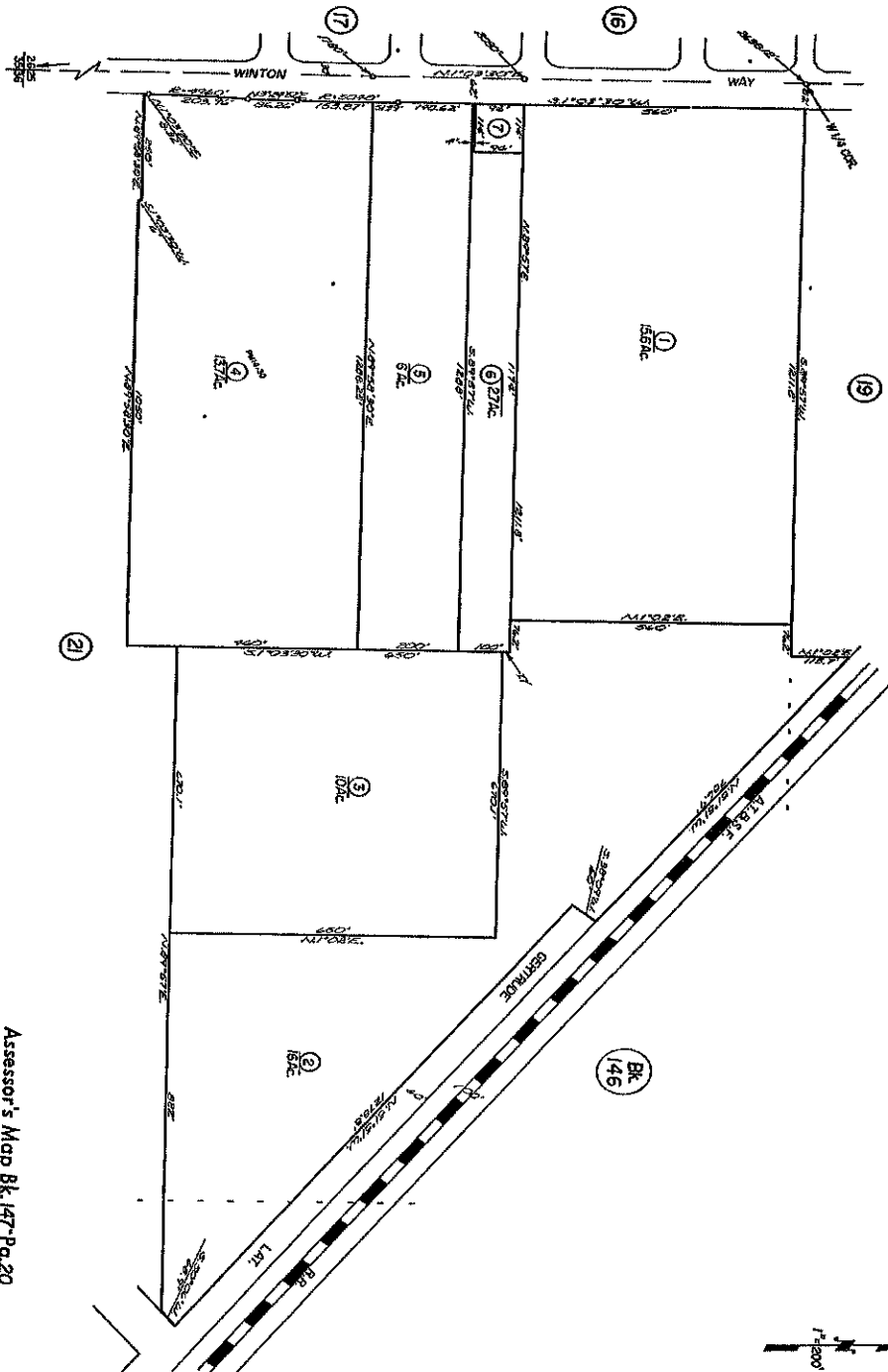
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

CLTA Preliminary Report Form - Exhibit A (Rev. 11-09-18)

END

bf 10/01/19

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



NOTE—  
This map is for Assessor's purposes only.  
It is not to be construed as partitioning  
legal ownership or divisions of land for  
purpose of zoning or subdivision law.

POR. SEC. 25, T. 6S., R. 12E., M. D. B. & M.

87-01  
Tax Rate Area  
108-02  
109-04  
147-20

NOTE—Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 147-Pg. 20  
County of Merced, Calif.  
1976