APPENDIX 5. CITY OF PACIFICA

TENTATIVE MAP CHECKLIST

PARCEL LOCATION: APN 018-150-110, 120 & 150 (San Marlo Way & S.R. 1)
APPLICANT: The Preserve @ Pacifica, LLC TELEPHONE: _____
SURVEYOR'S NAME: Matthew Walsh (Engineer) TELEPHONE: (805) 441-4899
CHECKED BY: _____
DATE RECEIVED: 1. INITIAL SUBMISSION: _____
2. REVISED MAP: _____

The tentative map shall be accompanied by the following data, reports and fees:

REQUIRED	COMPLETE	COMMENT
_____	_____	a. Street names. A list of potential street names for any unnamed street or alley for review by the Department. Attached
_____	_____	b. Soils reports. A preliminary soils report prepared in accordance with the grading laws of the City and Section 10-1.404 of this article shall be submitted. If the preliminary soils report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, the soils report accompanying the final map shall contain an investigation of each lot within the subdivision. See DP Sheet 5.3 Geological and Soils Analysis
_____	_____	c. Title reports. A preliminary title report showing the legal owners at the time of filing the tentative map. Attached
_____	_____	d. Environmental reviews. Information shall be submitted as required by the Planning Administrator to allow a determination on environmental review to be made in accordance with CEQA. See Development Plan Sheet 5.1 Environmental Information Form
_____	_____	e. Other reports. Any other data or reports deemed necessary by the Department. Subsections (a) and (d) of this section shall not apply to condominium conversions. **Traffic Impact Analysis**
	_____	f. Fees. Based on estimated time for review.

All of the following items must be shown on the tentative map before the application is accepted as complete, unless otherwise or unless they are inapplicable to your project (as determined by City staff). The tentative map shall be prepared in a manner acceptable to the Department and shall be prepared by a registered civil engineer or licensed land surveyor. The tentative map shall be clearly and legibly drawn on sheets 18 inches by 26 inches in size or larger with one inch blank margin and contain not less than the following:

REQUIRED	COMPLETE	COMMENT
_____		a. A title which shall contain the subdivision name and type of subdivision. See Specific Plan Sheet 1.0 Conceptual Tentative Map
_____	_____	(1) Title block recommended on the lower right-hand corner (shown on all sheets): "TENTATIVE PARCEL MAP" or "TENTATIVE FINAL MAP." SP Sheet 1.0
_____	_____	(2) Subtitle to include subdivision name and type of subdivision. The name and the location of the property with references to maps that have been previously recorded or by reference to the plat of the United States survey. The following words shall appear in the title: "City of Pacifica, San Mateo County." SP Sheet 1.0.

b. The name and address of the legal owner, sub-divider, and person preparing the map, including his registration or license number (signature and stamp). SP Sheet 1.0

c. Sufficient legal description to define the boundary of the proposed subdivision. SP Sheet 1.0

d. The names and numbers of adjacent subdivisions and the names of the owners of adjacent unplatted land. SP Sheet 1.0

e. The date, north arrow, scale, contour interval, and source and date of existing contours. See Specific Plan (SP) Sheet 4.0 Existing Topography.

f. A statement of the present zoning and of the existing and proposed uses of the property, as well as any proposed zoning changes, whether immediate or future. See Development Plan (DP) Sheet 3.0 Land Use Plan

g. A vicinity map showing the roads, adjoining subdivisions, towns, creeks, railroads, and other data sufficient to locate the proposed subdivision and show its relation to the community. SP 1.0

h. The existing topography of the proposed site and at least 100 feet beyond its boundary, including, but not limited to: DP 4.0

(1) Existing contours at two (2′) foot intervals if the existing ground slope is less than ten (10%) percent and at not less than five (5′) foot intervals for existing ground slopes equal to or greater than ten (10%) percent. Contour intervals shall not be spread more than 150 feet apart. Existing contours shall be represented by dashed lines or by screened lines; DP 4.0

(2) The type, circumference, and drip line of existing trees with a trunk diameter of four (4”) inches or more. Trees proposed to be removed shall be so indicated; DP 4.1 and DP 6.1 Tree Survey

(3) The location and outline of the existing structures identified by type. Structures to be removed shall be so marked; DP 4.0

(4) The approximate location of all areas subject to inundation or storm water overflow and the location, width, and direction of flow of each watercourse; DP 4.2 indicates development site is outside of flood hazard areas.

(5) The location, pavement, and right-of-way width, grade, and name of existing streets or highways;SP 1.0, SP 3.0 and SP 3.1

(6) The width, location, and identity of all existing easements; SP 1.0

(7) The location and size of the existing sanitary sewers, fire hydrants, water mains, and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral streets shall be indicated.SP 3.3

i. The proposed improvements to be shown shall include, but not limited to:

_____	_____	(1) The location, grade, center line radius, pavement, right-of-way width, and name of all streets. Typical sections of all streets shall be shown;SP 1.0
	_____	(2) The location and radius of all curb returns and cul-de-sacs; SP 1.0
	_____	(3) The location, width, and purpose of all easements; SP 1.0
_____	_____	(4) The angle of intersecting streets if such angle deviates from a right angle by more than four (4) degrees; N/A
_____	_____	(5) The approximate lot layout and the approximate dimensions of each lot and each building site. Engineering data shall show the approximate finished grading of each lot, the preliminary design of all grading, the elevation of proposed building pads, the top and toe of cut and fill slopes to scale, and the number of each lot; SP 1.0 and SP 3.0
_____		(6) The proposed contours at two (2′) foot intervals shall be shown if the existing ground slope is less than ten (10%) percent and not at less than five (5′) foot intervals for existing ground slopes of ten (10%) percent or more. A separate grading plan may be submitted; SP 3.0
_____	_____	(7) The proposed recreation sites, trails, and parks for private or public use; SP 1.0 and SP 3.0
_____	_____	(8) The proposed common areas and areas to be dedicated to public open space; SP 1.0
_____	_____	(9) The location and size of sanitary sewers, water mains, and storm drains. The proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated; SP 3.3
_____	_____	(10) A statement as to the intention of the subdivider in regard to slope planting and erosion control; SP 1.0
_____	_____	j. The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the tentative map. SP 1.0
	_____	k. All lettering size shall be one-eighth (1/8″) inch minimum. Yes
_____	_____	l. If the subdivider plans to develop the site in units, the proposed units and their proposed sequence of construction shall be shown; N/A
_____	_____	m. The Department may waive any of the tentative map requirements set forth in this section if the type of subdivision does not need to comply with such requirements or if other circumstances justify a waiver. The Department may require other drawings, data, or information as deemed necessary to accomplish the purposes of Title 10, Chapter 1 of the Pacifica Municipal Code and the Subdivision Map Act.

List of Potential Street Names

Public:

Street A

Street B

Private:

Road 1

Road 2

Road 3

Commonwealth Land Title Company
2150 John Glenn Drive
Suite 400
Concord, CA 94520
Phone: (925) 288-8062

Commonwealth Land Title Company
4100 Newport Place Dr, #120
Newport Beach, CA 92660

Attn: **Bridget Pearson**

Our File No: 08040737
Title Officer: Jeff Martin
e-mail: Jeff.Martin@fnf.com
Phone: (925) 288-8062
Fax: (925) 288-6413

Your Reference No:

Property Address: Vacant Land, Pacifica, California

PRELIMINARY REPORT

Dated as of October 9, 2015 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Commonwealth Land 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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. Limitation 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.**

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One 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.

SCHEDULE A

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

TO BE DETERMINED

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

A FEE

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

The Preserve @ Pacifica, LLC, a Michigan Limited Liability Company, by Grant Deed recorded November 13, 2014-103648. Official Records

The land referred to herein is situated in the City of Pacifica, County of San Mateo, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the City of Pacifica, County of San Mateo, State of California, described as follows:

PARCEL ONE:

THAT CERTAIN PARCEL OF LAND LYING WITHIN THE RANCHO SAN PEDRO LAND GRANT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO BOTTOMS ON DECEMBER05, 1989 RECORDED AS INSTRUMENT NO. 89165299 OF OFFICIAL RECORDS OF THE SAN MATEO COUNTY RECORDER'S OFFICE OF SAN MATEO COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED BOTTOMS TRACT (DOC. NO. 89165299); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID BOTTOMS TRACT SOUTH 64° 07' 59" EAST 87.81 FEET, MORE OR LESS, TO THE APPARENT "ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN UNDER NATURAL CONDITIONS"; THENCE ALONG SAID HIGH TIDE LINE, NORTH 16° EAST 186 FEET; THENCE NORTH 04° WEST 118.24 FEET THENCE DEPARTING SAID HIGH TIDE LINE, SOUTH 67° 41' 36" EAST 185.25 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 265.35 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 60° 48' 50" TO A POINT OF TANGENCY; THENCE NORTH 51° 29' 34" EAST 336.97 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 144.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 33° 08' 37" TO A POINT OF TANGENCY; THENCE, NORTH 18° 20' 57" EAST 428.43 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 45.90 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 32° 52' 33" TO A POINT OF TANGENCY; THENCE NORTH 51° 13' 30" EAST 109.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 20.56 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 14° 43' 42" TO A POINT OF TANGENCY; THENCE NORTH 36° 29' 48" EAST 363.46 FEET; THENCE NORTH 25° 20' 41" EAST 84.39 FEET TO A POINT OF CURVATURE; THENCE NORTH 16° 51' 21" WEST 402.06 FEET TO THE NORTHERLY LINE OF SAID BOTTOMS TRACT (FROM WHENCE THE NORTHEAST CORNER OF SAID BOTTOMS TRACT BEARS SOUTH 88° 01' 51" EAST 1,731.45 FEET) THENCE, ALONG SAID NORTHERLY LINE NORTH 88° 01' 51" WEST 1,308.55 FEET MORE OR LESS TO THE "ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN UNDER NATURAL CONDITIONS" (RECORD CALL) TO A POINT WHICH BEARS NORTH 00° 41' 56" WEST 1,875.73 FEET FROM THE POINT OF BEGINNING, THENCE, SOUTHERLY ALONG SAID ORDINARY HIGH TIDE TO THE POINT OF BEGINNING.

SAID PROPERTY IS FURTHER SHOWN AS PARCEL 3 ON THAT "CERTIFICATE OF COMPLIANCE", EXECUTED BY THE CITY OF PACIFICA AND RECORDED AUGUST 23, 1996 UNDER RECORDER'S INSTRUMENT NO. 96104276, OFFICIAL RECORDS OF SAN MATEO COUNTY.

EXCEPTING ANY PORTION OF THE LAND BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

PARCEL TWO:

THAT CERTAIN PARCEL OF LAND LYING WITHIN THE RANCHO SAN PEDRO LAND GRANT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO BOTTOMS ON DECEMBER 05, 1989, RECORDED AS INSTRUMENT NO. 89165299 OF OFFICIAL RECORDS OF THE SAN MATEO COUNTY RECORDER'S OFFICE SAN MATEO COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL DESCRIBED HEREIN, SAID CORNER LYING ON THE WESTERLY RIGHT OF WAY LINE OF CABRILLO HIGHWAY (STATE HIGHWAY 1) AND LYING A DISTANCE OF 101.40' ALONG A BEARING SOUTH 10° 55' 07" EAST THENCE 304.41' ALONG A BEARING SOUTH 31° 07' 49" WEST, THENCE 105.86' ALONG A BEARING SOUTH 31° 07' 49" WEST, THENCE 397.95' ALONG A BEARING SOUTH 38° 35' 50" WEST FROM THE NORTHEAST CORNER OF THE AFOREMENTIONED BOTTOMS TRACT (DOC NO. 89165299), KNOWN HEREAFTER AS THE POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING 23.36' ALONG A BEARING SOUTH 62° 21' 43" EAST, THENCE 45.31' ALONG A BEARING SOUTH 43° 37' 11" WEST, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 1975.00' A DISTANCE 174.53', THENCE 271.83' ALONG A BEARING SOUTH 48° 40' 59" WEST, THENCE CLOCKWISE ALONG AN ARC OF RADIUS

5975.00’ A DISTANCE 556.29’ THENCE, 114.65’ ALONG A BEARING SOUTH 35° 58' 57" EAST THENCE 1184.64’ ALONG A BEARING SOUTH 52° 24’ 17" WEST, THENCE 606.61’ ALONG A BEARING NORTH 64° 07' 59" WEST, THENCE 106.07’ ALONG A BEARING NORTH 19° 07' 59" WEST, THENCE 128.75’ ALONG A BEARING NORTH 29° 11’ 06" EAST, THENCE 109.87’ ALONG A BEARING NORTH 43° 02' 41" EAST, THENCE 283.45’ ALONG A BEARING NORTH 53° 09' 25" EAST THENCE 269.45’ ALONG A BEARING NORTH 51° 04’ 13" EAST, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 300.00 A DISTANCE 171.84’ THENCE 308.06’ ALONG A BEARING NORTH 18° 15' 07", EAST, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 57.04’ A DISTANCE 57.04’, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 250' A DISTANCE 147.05’; THENCE 347.32’ ALONG A BEARING NORTH 41° 48’ 59" EAST, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 211.00 A DISTANCE OF 156.69’, THENCE 124.36’ ALONG A BEARING NORTH 84° 21' 50" EAST, THENCE 107.90’ ALONG A BEARING NORTH 87° 41’ 30" EAST, THENCE 86.63’ ALONG A BEARING SOUTH 89° 21' 24" EAST, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 380.00’ A DISTANCE 200.46’ THENCE CLOCKWISE ALONG AN ARC OF RADIUS 74.90’ A DISTANCE 50.93’, THENCE 181.96’ ALONG A BEARING SOUTH 20° 10' 42" EAST, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 139.80’ A DISTANCE 192.31’; THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 372.67’ A DISTANCE 188.31’ TO THE AFOREMENTIONED POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE LAND BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCELS ONE AND TWO ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, IN, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND, SEVENTY (70) FEET IN WIDTH, LYING WITHIN THE RANCHO SAN PEDRO LAND GRANT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO BOTTOMS ON DEC. 5, 1989, RECORDED AS DOCUMENT NO. 89165299 OF OFFICIAL RECORDS OF THE SAN MATEO COUNTY RECORDER'S OFFICE, SAN MATEO COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL DESCRIBED HEREIN, SAID CORNER LYING ON THE WESTERLY RIGHT OF WAY LINE OF CABRILLO HIGHWAY (STATE HWY. 1) THENCE 105.86’ ALONG A BEARING S 31° 07' 49" W, THENCE 397.95’ ALONG A BEARING S 38° 35’ 50" W, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 372.67’ A DISTANCE 188.31’, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 139.80’ A DISTANCE 192.31’, THENCE 181.96’ ALONG A BEARING N 20° 10' 42" W, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 74.90’ A DISTANCE 50.93’, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 380.00’ A DISTANCE 200.46’, THENCE 86.63’ ALONG A BEARING N 89° 21' 24" W, THENCE 107.90’ ALONG A BEARING S 87° 41' 30" W, THENCE 124.36’ ALONG A BEARING S 84° 21' 50" W, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 211.00’ A DISTANCE OF 156.69’, THENCE 347.32’ ALONG A BEARING S 41° 48' 59" W, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 250.00’ A DISTANCE 138.63’ TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING CLOCKWISE ALONG AN ARC OF RADIUS 250.00’ A DISTANCE OF 8.42’, THENCE COUNTERCLOCKWISE ALONG AN ARC OF RADIUS 57.04’ A DISTANCE OF 57.04’, THENCE 9.22’ ALONG A LINE BEARING S 18° 15’ 07" W, THENCE 128.77’ ALONG A BEARING N 38° 45’ 37" W, THENCE 35.30’ ALONG A LINE BEARING N 18° 20’ 57" E, THENCE CLOCKWISE ALONG AN ARC OF RADIUS 80.00’ A DISTANCE OF 42.84’, THENCE 154.89’ ALONG A BEARING S 38° 45’ 37" E TO THE AFOREMENTIONED TRUE POINT OF BEGINNING.

APN: 018-150-110 (PORTION OF PARCEL ONE) AND

018-150-120 (PORTION OF PARCEL ONE) AND

018-150-150 (PARCEL TWO).

JPN: 018-015-150-05A AND 018-015-150-07A

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

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

2. Any facts, rights, interests or claims that are not shown by the Public Records 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 of material not shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	16-020
Tax Identification No.:	018-150-110
Fiscal Year:	2015-2016
1st Installment:	$1,475.30, Open
2nd Installment:	$1,475.30, Open
Exemption:	$0.00
Land:	$250,000.00
Improvements:	$0.00
Personal Property:	$0.00

B. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	16-022
Tax Identification No.:	018-150-012
Fiscal Year:	2015-2016
1st Installment:	$6,188.15, Open
2nd Installment:	$6,188.15, Open
Exemption:	$0.00
Land:	$1,100,000.00
Improvements:	$0.00
Personal Property:	$0.00

C. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	16-022
Tax Identification No.:	018-150-150
Fiscal Year:	2015-2016
1st Installment:	$18,932.67, Open
2nd Installment:	$18,932.67, Open
Exemption:	$0.00
Land:	$3,400,000.00
Improvements:	$0.00
Personal Property:	$0.00

D. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

E. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

2. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.

3. Water rights, claims or title to water, whether or not disclosed by the public records.

4. Rights of the public to any portion of the Land lying within the area commonly known as

   Any public street or roadway.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Ocean Shore Sanitary District
Purpose:	sanitary sewer
Recording Date:	July 6, 1954
Recording No:	Book 2611, Page 68, Instrument No. 68807-L, Official Records
Affects:	a southwesterly portion of Parcel One

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	the State of California
Purpose:	highway slope
Recording Date:	December 5, 1963
Recording No:	Book 4603, Page 466, Instrument No. 67395-W, Official Records
Affects:	a southeasterly portion of Parcel Two

7. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:	December 5, 1963
Recording No:	Book 4603, Page 466, Instrument No. 67395-W, Official Records
Affects:	an easterly portion of Parcel Two

8. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State:	State of California
Name of Street or Highway:	Cabrillo Highway
Recording Information:	December 5, 1963
Recording No:	Book 4603, Page 466, Instrument No. 67395-W, Official Records

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Pacific Gas and Electric Company
Purpose:	public utilities
Recording Date:	January 17, 1968
Recording No:	Book 5419, Page 398, Instrument No. 12377-AB, Official Records
Affects:	a southerly portion

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	the City of Pacifica
Purpose:	public utilities
Recording Date:	July 1, 1971
Recording No:	Book 5971, Page 461, Instrument No. 22619-AE, Official Records
Affects:	a southeasterly portion of Parcel Two

11. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date:	July 15, 1986
Recording No:	Instrument No. 1986-80921, Official Records
Redevelopment Agency:	Rockaway Beach Redevelopment Project Area

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	North Coast County Water District
Purpose:	water pipelines
Recording Date:	June 26, 1987
Recording No:	Instrument No. 1987-100540, Official Records
Affects:	a portion of Parcel Two

13. Matters contained in that certain document

Entitled:	Settlement Agreement
Dated:	January 21, 1991
Executed by:	California Coastal Commission and William F. Bottoms, et al
Recording Date:	May 18, 1992
Recording No:	Instrument No. 1992-75621, Official Records

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled:	Notice of Violation of the California Coastal Act of 1976
Recording Date:	April 5, 1995
Recording No:	Instrument No. 1995-33980, Official Records

Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document

Entitled:	Deed Restriction
Executed by:	California Coastal Commission and William F. Bottoms, et al
Recording Date:	February 23, 1996
Recording No:	Instrument No. 1996-20711, Official Records

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document

Entitled:	Memorandum of Assumption of Regulatory Compliance
Recording Date:	February 23, 1996
Recording No:	Instrument No. 1996-20714, Official Records
Re-Recorded:	March 15, 1996, Instrument No. 1996-30797, Official Records

Reference is hereby made to said document for full particulars.

17. Matters contained in that certain document

Entitled:	Deed Restriction
Executed by:	California Coastal Commission and the City of Pacifica
Recording Date:	August 28, 1996
Recording No:	Instrument No. 1996-106322, Official Records

Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document

Entitled:	Open Space Deed Restriction
Executed by:	California Coastal Commission and the City of Pacifica
Recording Date:	August 28, 1996
Recording No:	Instrument No. 1996-106323, Official Records

Reference is hereby made to said document for full particulars.

Amendment thereof recorded August 3, 2000, Instrument No. 2000-94705, Official Records

19. Matters contained in that certain document

Entitled:	Deed Restriction
Executed by:	California Coastal Commission and William F. Bottoms, et al
Recording Date:	August 29, 1996
Recording No:	Instrument No. 1996-106865, Official Records

Reference is hereby made to said document for full particulars.

20. Matters contained in that certain document

Entitled:	Resolution No. 64-99
Executed by:	the City Council of the City of Pacifica
Recording Date:	November 8, 1999
Recording No:	Instrument No. 1999-185888, Official Records

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled:	Resolution No. 22-2000
Executed by:	the City Council of the City of Pacifica
Recording Date:	July 27, 2000
Recording No:	Instrument No. 2000-91892, Official Records

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled:	Grant of Easement
Dated:	July 29, 2005
Executed by:	City of Pacifica, and Rockaway Beach Ltd.
Recording Date:	July 29, 2005
Recording No:	Instrument No. 2005-128160, Official Records

Reference is hereby made to said document for full particulars.

23. Matters contained in that certain document

Entitled:	Notice Pursuant to Civil Code Section 813
Executed by:	Rockaway Beach Ltd.
Recording Date:	January 17, 2007
Recording No:	Instrument No. 2007-7030, Official Records

Reference is hereby made to said document for full particulars.

24. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

25. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

REQUIREMENTS SECTION:

REQ NO.1: The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: The Preserve @ Pacifica, LLC, a Michigan Limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps

c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin

e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

REQ NO. 2 The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): The Preserve @ Pacifica, LLC, a Michigan Limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

NOTE NO. 2: For wiring Instructions please contact your Title Officer or Title Company Escrow officer.

NOTE NO: 3: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

NOTE NO. 4: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Pacific Lenders, LLC, a Pennsylvania limited liability company
Grantee:	The Preserve @ Pacifica, LLC, a Michigan limited liability company
Recording Date:	November 13, 2014
Recording No:	2014-103648, Official Records

NOTE NO. 5: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE NO. 6: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

NOTE NO: 7: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Typist: lcd
Date Typed: October 30, 2015

Attachment One (Revised 06-05-14)

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 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 not shown by the public records.

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

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:

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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:

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

2006 ALTA LOAN 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 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.

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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

Except as provided in Schedule B - Part II, 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:

PART I

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 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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

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.

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:

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:

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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 not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

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.

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Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company	**FNF Underwriter**
LTC – Lawyers Title Company	CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- You can opt-out via the Consumer Choice Page at http://www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at http://www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN**.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g*., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment

of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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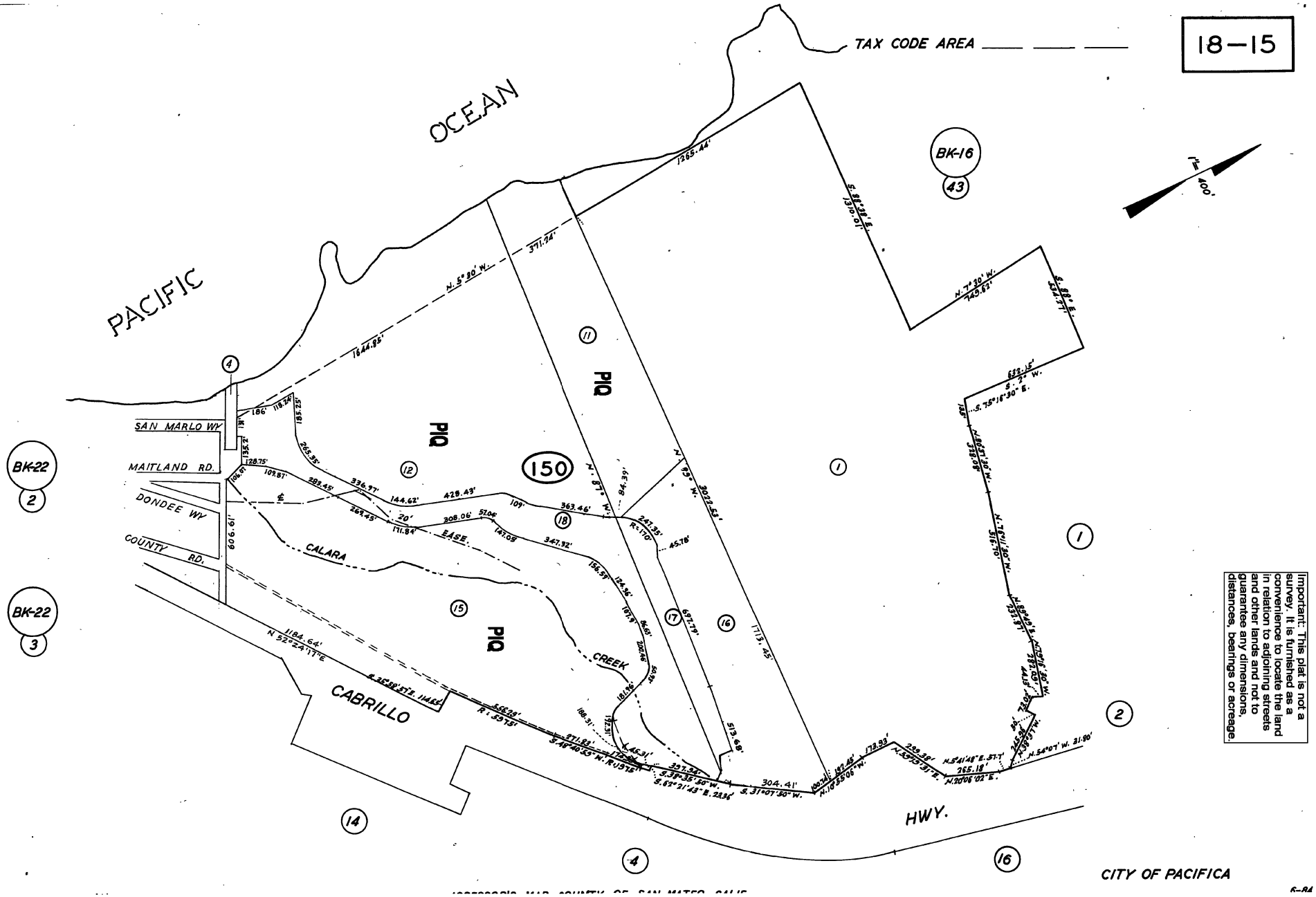
EFFECTIVE AS OF: MAY 1, 2015



Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.