

**SALE AND PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SALE AND PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this 5th day of November, 2024 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and HERITAGE CENTRE LLC, a California limited liability company ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

RECITALS:

This Agreement is made and entered into with respect to the following facts and circumstances:

- A. Seller is the sole owner of fee title of that certain real property and improvements located at the street address of 3109, 3115, 3119, 3121, 3127, 3133, 3147, 3151 and 3155 N. Millbrook Avenue and 3676 and 3708 E. Shields Avenue, Fresno, CA 93726, County of Fresno, State of California, (APN 437-290-60, APN 445-020-07, and APN 445-020-09), which includes six buildings, totaling approximately 173,200 square feet, together with all exterior common areas, including 514 paved parking stalls, associated landscaping, and any and all other improvements to such real property and all other transferable personal property in which Seller may have any interest that is affixed thereto (collectively, "Improvements"), at the time of the Closing Date (as defined in Section 6.05 herein), all as more particularly described in Exhibit "A," attached and incorporated by this reference (collectively, the "Real Property").
- B. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the Real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY

- 1.01 The Real Property. Subject to all terms, covenants, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy the Real Property from Seller on the Closing Date (as defined in Section 6.05, herein).

It is hereby acknowledged by the parties that Seller shall not convey to Buyer claims relating to any real property tax refunds or rebates for periods accruing prior to the Closing, any and all tax deductions available by reason of the sale contemplated herein, and any existing insurance claims, all of which claims shall be reserved by Seller.

- 1.02 Purchase Price. The "Purchase Price" shall be one million dollars (\$1,000,000.00) for the Real Property in "AS-IS" condition under Section 2.05, herein.
- 1.03 Buyer's Deposit. The Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01, herein) a good faith refundable deposit of \$100,000.00 ("Buyer's Deposit"). The Buyer's Deposit shall be held in an interest-bearing account for the benefit of the Buyer. The Buyer's Deposit, together with interest thereon, shall be applied to the purchase price of the Real Property at the close of Escrow (as defined in Section 6.01, herein). In the event Buyer terminates this Agreement for the purchase of the Real Property prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, herein), the entire Buyer's Deposit, plus accrued interest, shall be refunded to Buyer. If, after the expiration of the Due Diligence Period, the close of Escrow hereunder does not occur solely because of Buyer's material breach or default, the entire Buyer's deposit, plus accrued interest, shall be disbursed to and retained by Seller as liquidated damages.
- 1.04 Payment of the Purchase Price. The Purchase Price for the Real Property shall be paid by Buyer to Seller as follows:

Upon execution of this Agreement, Buyer shall deposit Buyer's Deposit into Escrow. Buyer shall deposit into Escrow with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.05, herein), immediately available cash funds equal to the difference between (a) and (b) immediately below:

- (a) Buyer's Deposit, including any interest on the Buyer's Deposit, plus any credit that Seller shall be required to give to Buyer under Section 7(h) of the Lease (as defined in Section 7.03, herein); and
- (b) The Purchase Price, plus Buyer's share of closing costs pursuant to this Agreement, less any amount for Property Taxes and Charges (defined in Section 6.04(e), herein) paid by Seller that may be credited to Buyer under Section 6.04(e), herein.

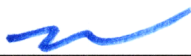
ARTICLE II

**POSSESSION, PHYSICAL INSPECTION, AND
CONDITION OF THE REAL PROPERTY**

- 2.01 Possession. Subject to Buyer paying the Purchase Price, and otherwise complying with the terms and conditions of this Agreement, which Buyer is required to comply with up to and on the Closing Date, Buyer shall have the exclusive right to own and possess the Real Property on and at all times after the Closing Date subject only to the Permitted Exceptions (as defined in Section 3.01 herein).
- 2.02 Inspection of the Real Property. Buyer, and Buyer's agents, employees, and representatives (collectively "Buyer's Agents") acknowledge that Buyer commenced its inspection of the Real Property prior to Buyer's execution of this Agreement. Buyer shall have until December 31, 2031 (the "Due Diligence Period") to perform and complete all remaining due diligence regarding the Real Property, including: review of matters of title, inspection of the physical condition of the Real Property, obtaining an acceptable appraisal of the property, obtaining an acceptable Phase I and Phase II Environmental Site Assessment, and performing any other inspections, reviewing any agreements relating to the Real Property, obtaining all necessary approvals from the Board of Supervisors, and conducting other such due diligence as Buyer determines appropriate. At any time during the Due Diligence Period, at Buyer's sole discretion, Buyer shall have the right to terminate this Agreement without cause, and to cancel said Escrow with no further obligation or offset. Upon Buyer's termination of this Agreement and cancellation of Escrow, the Buyer's Deposit, plus any accrued interest thereon, shall be immediately refunded to Buyer (less Buyer's share, herein, of any required fees paid to Escrow Holder).
- 2.03 Physical Condition of the Property. Without making any representations or warranties as to the physical condition of the Real Property, Seller shall not damage or cause the physical condition of the Real Property to deteriorate or change (normal wear and tear excepted) after the Effective Date of the Purchase Agreement without the prior written consent of Buyer.
- 2.04 Plans and Specifications. If Seller has not already done so, within ten (10) business days of the Effective Date of this Purchase Agreement, Seller shall deliver to Buyer a copy of all plans and specifications, and records for the Improvements (collectively, "Plans"), if any, provided however, if Seller does not possess any such Plans, Seller shall give written confirmation thereof to Buyer and Escrow Agent within such period. Within ten (10) business days after receipt of the Plans, if any, from Seller, Buyer shall review and approve or disapprove the Plans by written statement sent to Seller.

2.05 **"As-Is" Purchase.** SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4.01, HEREIN, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY, IN ITS PRESENT PHYSICAL CONDITION, AND ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO SELLER OR IS DESIRED BY SELLER, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR THE REAL PROPERTY OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO WHETHER OR NOT SUCH PROPERTY COMPLIES OR DOES NOT COMPLY WITH ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE OF ANY KIND OR NATURE CAUSED TO THE REAL PROPERTY, DIRECTLY OR INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE WAS DISCOVERED BEFORE OR AFTER THE CLOSING DATE.

BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD, AND AGREES TO ALL OF THE PROVISIONS OF THIS SECTION 2.05:

 _____ (BUYER'S INITIALS)

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

3.01 **Condition of Title to the Real Property.** Seller shall convey to the Buyer fee title to the Real Property, subject only to (i) the terms and conditions of this Agreement, and (ii) the following exceptions (the "Permitted Exceptions"):

- (a) The easements and rights-of-way for public roads, public utilities and underground pipelines that are of public record.
- (b) The lien for property taxes, assessments, fees, and charges that are assessed but not yet delinquent, provided that all such taxes, assessments, fees, and charges accrued as of the Closing Date shall be apportioned to, and borne by, Seller.
- (c) The exceptions to title reflected on a Preliminary Report that has been prepared by Escrow Holder, and delivered to Buyer, pursuant to subsection 3.02(a), herein, and except for certain redactions made to such Preliminary Report as reflected therein, Buyer accepts pursuant to the terms of such subsection 3.02(a).
- (d) All matters created by or on behalf of Buyer.

3.02 Title Insurance.

- (a) 1) Buyer obtained a Preliminary Report prior to Buyer's execution of this Agreement, and Seller has provided Buyer with a copy of that certain Preliminary Report, as Title No. FFOM-2012107383 -BW, dated October 4, 2021, 7:30 AM. Buyer and Seller agree that Seller, at its sole cost and expense, shall cure certain defects in the title to the Real Property, and therefore those defects have been redacted from such Preliminary Report. Such Preliminary Report, excluding all of such redacted defects, is incorporated by this reference, as Exhibit "C," and Buyer accepts the remaining permitted exceptions that are shown on the Preliminary Report, Exhibit "C." All such defects in the title to the Real Property, excluding the exceptions permitted herein by Buyer, shall be cured by Seller, at its sole cost and expense, by removing such defects from the title to the Real Property prior to the close of escrow.
- (b) At the Closing Date, and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall issue and deliver to Buyer its standard coverage ALTA Owner's Policy of Title Insurance insuring title to the real Property in Buyer in the condition set forth in the Preliminary Report, Exhibit "C" (subject to any cure in the title to the Real Property, as required to be made by Seller, at its sole cost and expense, as provided herein), and with liability in the amount of the Purchase Price (the "Title Policy"). Buyer shall bear the cost of the ALTA policy premium over and above the cost of a standard CLTA Owner's policy, including the cost of an ALTA survey necessary to issue the ALTA Extended Owner's policy.

- (c) Buyer shall cause Escrow Holder to issue a Final Title Report, with only Permitted Exceptions approved by Buyer, dated as of the Closing Date.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

- 4.01 Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations, and warranties, and acknowledges that Buyer's execution of this Agreement has been made, and Buyer's acquisition of the Real Property will be made in material reliance by Buyer on these covenants, representations, and warranties:
- (a) Authority. Seller holds sole fee title ownership in the Real Property. As to Seller, no authorization, approval, filing, consent, qualification, registration, or other order of the State of California or authority or agency thereof, or other state or federal governmental authority or agency, is required for the valid authorization, execution, delivery, and performance of this Agreement. Further, Seller covenants, represents, and warrants that Seller is duly authorized to execute this Agreement on behalf of Seller, with respect to Seller's sale of the Real Property to Buyer, and Seller shall evidence such consent on the Grant Deed. The person(s) executing this Agreement on behalf of Seller is authorized to bind Seller to the terms and conditions of this Agreement.
 - (b) No Violation. Neither this Agreement, nor anything provided to be done hereunder, violates or will violate any contract, agreement, or instrument whatsoever, including without limitation any laws, regulations, or policies relating to any financing, grant, or award agreement or instrument to which Seller is a party, bound, or obligated thereto.
 - (c) Governmental Violations. To the best of Seller's knowledge, Seller has no knowledge of any written notice of any pending, threatened, or unresolved violations of County, State, or Federal building, zoning, fire, or health codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property; provided however, that Buyer acknowledges there was a Phase I Environmental Study completed by Buyer on December 12, 2019.
 - (d) Eminent Domain. To the best of Seller's knowledge, Seller has no actual, current knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect the Real Property.

- (e) Litigation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller involving or affecting the sale of the Real Property to Buyer, at law or in equity, before any court, administrative forum, or governmental agency.
- (f) Encumbrances. Seller has not entered into any agreement with any third parties regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Buyer or the Real Property after the Closing Date of this Agreement.
- (g) Performance. Seller shall timely perform and comply with all of Seller's covenants and agreements contained herein, and shall satisfy all conditions contained herein that Seller is required to perform, comply with, or satisfy under this Agreement.
- (h) Known Inaccurate Representations. If Buyer becomes aware that any of the representations contained in this Section 4.01 are not true and correct as of the Closing Date ("Known Inaccurate Representations"), then Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) unless Seller, at its sole cost and expense, cures such misrepresentation to Buyer's reasonable satisfaction prior to the scheduled Closing Date, terminate this Agreement by written notice thereof to Seller and to Escrow Holder, in which event the Buyer's Deposit plus accumulated interest shall be returned to Buyer. Buyer hereby acknowledges and agrees that, upon the Closing of Escrow, any claim of Buyer relating to any Known Inaccurate Representations shall be automatically waived in full by Buyer.
- (i) Person By Which Knowledge is Measured. For purposes of Section 4.01(a)-(h), (i) where "the best of Seller's knowledge" is referenced, it shall mean the present knowledge of the chief executive officer of Seller.

4.02 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties, and acknowledges that Seller's execution of this Agreement has been made and Seller's sale of the Real Property will be made in material reliance by Seller on these covenants, representations, and warranties:

- (a) Authority. Buyer has the full power, authority, and legal capacity to enter into, and perform Buyer's obligations under this Agreement, and to purchase the Real Property as provided herein, without the

need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement on behalf of Buyer is authorized to bind Buyer to the terms and conditions of this Agreement.

- (b) Litigation. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Buyer involving the purchase of the Real Property from Seller, at law or in equity, before any court, administrative forum, or governmental agency.
- (c) No Prospective Violations. To the best of Buyer's knowledge, Buyer has no knowledge that the execution and delivery of this Agreement violates any contract, agreement or instrument to which Buyer is a party or bound.
- (d) Performance. Buyer shall timely perform and comply with all covenants and agreements herein, and shall satisfy all conditions that Buyer is required to perform, comply with, or satisfy under this Agreement.
- (e) For purposes of Section 4.02(a)-(d), where knowledge of Buyer is referenced, it shall mean the present knowledge of Buyer's authorized representative who executes this Agreement on behalf of Buyer.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Buyer shall have timely and fully performed each of the acts to be performed by it hereunder, including without limitation, depositing the Purchase Price, and Buyer's share of the Closing Costs (as defined in Section 6.04, herein) into Escrow (as defined in Section 6.01, herein) with Escrow Holder prior to Buyer's respective deadlines provided in Section 1.04 and Section 6.02(b), herein.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02, herein, shall be true at the time of executing this Agreement, and as of the Closing Date, as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of

which may be waived in writing by Seller in Seller's sole discretion.

- 5.02 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is expressly conditioned on the satisfaction of each and every one of the following conditions precedent:
- (a) Seller shall have timely and fully performed every act to be performed by it hereunder, including without limitation, deposit into Escrow with Escrow Holder the Grant Deed, as required by Section 6.02(a), herein.
 - (b) Each of the representations and warranties of Seller contained in Section 4.01, herein, and in any provision herein, shall be true at the time of executing this Agreement, and as of the Closing Date, as if affirmatively made at that time, except as and to the extent any untruth or discrepancy is caused by any act or omission of Buyer or any person or entity claiming through or under Buyer.
 - (c) Escrow Holder shall be irrevocably committed to issue the Title Policy as set forth in Section 3.02(b), herein, in the condition described in Sections 3.01 and 3.02, herein, at least two (2) days prior to the recording of the Grant Deed.
 - (d) Buyer did not terminate Escrow, in its sole discretion, prior to the expiration of the Due Diligence Period, as provided in Section 2.02.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing by Buyer in Buyer's sole discretion.

- 5.03 Failure or Waiver of Conditions Precedent. Seller or Buyer may elect, at any time or times prior to the Closing Date, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02, herein, as applicable. In any event, the Parties' consent as provided in this Section 5.03 up to the Closing Date shall waive any remaining unfulfilled conditions up to the Closing Date, provided however, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement.

ARTICLE VI

ESCROW

- 1.01 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Fidelity National Title Company, 7475 N. Palm Ave, Suite 107, Fresno, CA 93711, (559) 431-8050, or such other title company that is mutually agreeable to the

Parties if such title company is not available or is replaced (“Escrow Holder”) to provide for Seller’s conveyance of the Real Property to Buyer, as provided herein. Prior to the Closing Date, a duplicate of this fully-executed Agreement (or Counterparts thereof) shall be deposited with Escrow Holder, and shall constitute escrow instructions to Escrow Holder concerning this transaction. Escrow Holder shall notify Buyer and Seller, in writing, of the date of “Opening of Escrow.”

1.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow with Escrow Holder:

- (a) Seller’s Deposits. Seller shall deposit into Escrow with Escrow Holder two (2) business days prior to the Closing Date: (i) an executed and acknowledged original Grant Deed in the form attached as Exhibit “B”; (ii) as necessary, Seller’s share of the Closing Costs (as that term is defined in section 6.04, herein); (iii) all plans, specifications, and engineering calculations for the Real Property in Seller’s possession and control, as well as a list of all maintenance contractors, including their contact information, used for the Real Property, and (iv) the keys, alarm codes and/or other instruments to enable access and possession of the Real Property by Buyer.
- (b) On or before the Closing Date, any mortgage or deed of trust or similar debt instrument relating to the Real Property shall be cured by Seller’s removal, at its sole cost and expense, of such title defect from the title of the Real Property, prior to the Close of Escrow, and the written instrument, in recordable form, evidencing the termination and/or reconveyance of the deed of trust or similar debt instrument shall be so deposited into Escrow.
- (c) Buyer’s Deposits. Buyer shall deposit the following into Escrow with Escrow Holder, prior to their respective deadlines provided herein:
 - i. A Preliminary Change in Ownership Report; and
 - ii. Buyer’s share of the Closing Costs (as that term is defined in Section 6.04, herein), at the same time that Buyer is required to deposit the funds for the Purchase Price into Escrow with Escrow Holder, pursuant to Section 1.03, herein.
- (d) Title Report (Buyer’s Deposit). Buyer shall cause the Escrow Holder to deposit the Final Title Report, dated as of the Closing Date, into Escrow, according to the requirements of this Agreement.

- 1.03 Title Insurance. At the Closing Date, Escrow Holder shall issue, effective as of that date, the Title Policy as set forth in Section 3.02 herein.
- 1.04 Costs and Expenses. The Parties agree that all of the Closing costs (collectively, the "Closing Costs") shall be borne by Seller and Buyer as follows:
- (a) Seller shall bear the base cost of the CLTA Preliminary Title Report.
 - (b) Buyer shall pay the premium costs for an ALTA policy and any endorsements that Buyer elects, in its discretion. Buyer shall pay the costs of any survey obtained by Buyer.
 - (c) Any recording fees, transfer taxes, and document preparation fees shall be paid 50% by Seller and 50% by Buyer, except those recording fees, transfer taxes, and document preparation fees for which Buyer is exempt.
 - (d) Escrow fees, and any other costs necessary to achieve a successful closing of Escrow, including the cost of the Final Title Report, shall be paid 50% by Seller and 50% by Buyer.
 - (e) All property taxes, assessments, fees, and charges (collectively, "Property Taxes and Charges") accrued as of the Closing Date shall be paid current by the Seller and shall be prorated as of the Closing Date. Each Party shall bear its own legal, Broker, and accounting fees and costs.
- 1.05 Closing Date. Unless otherwise mutually extended or shortened by the Parties in writing, the closing of Escrow shall be on March 1, 2032 (the "Closing Date"). The Closing Date shall not occur prior to the date of expiration or termination of the Lease.
- 1.06 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following on the Closing Date:
- (a) Fully pay from funds deposited by Buyer and Seller, the Closing Costs to Escrow Holder;
 - (b) After payment of the Closing Costs to Escrow Holder, pay the balance of funds deposited by Buyer to Seller.
 - (c) Record the Grant Deed in the Official records of Fresno County, return the recorded Grant Deed to Buyer, and provide conformed copies of such recorded document thereof to Seller;

- (d) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section, 6.04 herein; and
- (f) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in subsection 3.02 (b) herein, at the Closing of Escrow.

1.07 Inability to Close Escrow. In the event that Escrow Holder is unable to close the Escrow pursuant to Section 2.02, herein, this Escrow shall terminate. In the event of such termination, Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided however, that any cancellation charges imposed by Escrow Holder shall be paid 50% by Seller and 50% by Buyer.

ARTICLE VII

MISCELLANEOUS

7.01 Survival and Indemnity. Notwithstanding the Closing of Escrow, delivery of instruments, conveyances of the Real Property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement shall survive the Closing Date, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, attorney's, paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant, or agreement; provided, however, that the foregoing obligations shall survive the Closing of escrow for a period of one year following the Closing Date.

7.02 Brokers. The Parties acknowledge that no brokers are due any fees and/or commissions under this Agreement. Buyer and Seller each represent and warrant to the other that they have not had any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or consummation of the purchase and sale contemplated herein, and no broker or other person, firm or entity is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or other similar party by reason of any dealings or act of the indemnifying Party.

- 7.03 Prorations: Any amounts paid to Seller in advance by Buyer for real property taxes and assessments, and property operation expenses and insurance premiums, pursuant to Section 7(d) of the Lease, as well as any credits provided in the Lease, shall be prorated as of the Close of Escrow, and refunded to Buyer into Escrow.
- 7.04 Notices. All notices under this Agreement shall be in writing, and be either personally served, sent by (i) United States Postal Service, with postage prepaid, or (ii) sent by a nationally recognized overnight courier service, and addressed to the respective Parties as follows:

To Buyer: COUNTY OF FRESNO
Internal Services Department
333 Pontiac Way
Clovis, CA 93612
Attn: Director of
Internal Services/Chief Information Officer
Telephone: (559) 600-6200
Email:

To Seller: HERITAGE CENTRE LLC
c/o Orton Development, Inc.
1475 Powell Street, Suite 101
Emeryville, CA 94608
Attn: J.R. Orton III and Steve Schwartz
Telephone: (510) 428-0800
Email: eorton@ortondevelopment.com and
sschwartz1@sbcglobal.net

or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficiently given for all purposes hereunder on the date such notice was (i) personally delivered, deposited and postmarked with the United States Postal Service, or (ii) delivered by a nationally recognized overnight courier service, and such Party shall otherwise comply with this Section 7.04 concerning the giving of notice in such manner, provided further that, in any event, notices of changes of address, or termination of this Agreement under Section 2.02, herein, shall not be effective until actual receipt. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Notices given hereunder shall not be amendments or modifications to this Agreement.

- 7.05 Entire Agreement. This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof, and supersedes all other Agreement negotiations, proposals, commitments, oral statements, writings, advertisements, publications, and understandings of any nature, unless expressly included in this Agreement.
- 7.06 Amendment. No provisions of this Agreement may be amended or modified in any manner except by an agreement in writing by duly authorized representatives of both Parties.
- 7.07 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, and assignees of the respective Parties.
- 7.08 Assignment.
- (a) Neither Party may assign this Agreement, or transfer any of its rights or obligations under this Agreement, or delegate any of its obligations under this Agreement, without the prior written consent of the other Party.
 - (b) Any such assignment, transfer, or attempted assignment, transfer or attempted transfer, delegation or attempted delegation (in any such event whether voluntary or by operation of law), and any conveyance or attempted conveyance of, grant of rights in or attempted grant of rights in, transfer of or attempted transfer (in any such event (s) whether voluntary or by operation of law) of the Real Property, or any portion thereof, or title thereto, or estate, ownership, or interest or right therein (by way of example, but not limited to, a security interest, lien, encumbrance or deed of trust) by Seller (or anyone claiming by or through Seller), without such consent) shall be null and void.
- 7.09 Governing Law. This Agreement, including all exhibits hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. For purposes of venue, the performance of this Agreement shall be deemed to be in Fresno County, California. In the event of any litigation between the

Parties arising out of or related to this Agreement, venue for such litigation shall only be Fresno County, California.

- 7.10 Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions herein.
- 7.11 Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document.
- 7.12 Time. Time is of the essence of this Agreement.
- 7.13 No Third-Party Beneficiaries. Notwithstanding anything stated to the contrary herein, there shall be no intended third-party beneficiaries of this Agreement.
- 7.14 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.
- 7.15 Additional Documents. Subject to the terms and conditions of this Agreement, the Parties promptly shall execute and deliver any and all additional documents, instruments, and notices, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the provisions of this Agreement, and the consummation of the transactions referenced herein.
- 7.16 Titles. The section titles and headings contained in this Lease are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.
- 7.17 Lease Not Terminated. Notwithstanding any provision or rule of law to the contrary, Seller and Buyer hereby acknowledge, confirm, agree and covenant that the Lease shall not terminate upon the execution of this Agreement, the release of contingencies hereunder, or the expiration of the Due Diligence Period, and the

Lease shall continue in full force and effect through and including the "Expiration Date" set forth in the Lease.

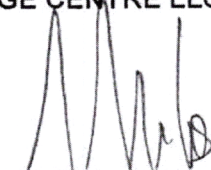
- 7.18 Grant Funding. Seller and Buyer hereby acknowledge that this Purchase and Sale Agreement will be used to demonstrate Buyer's intention and obligation to purchase the Premises. Buyer hereby acknowledges that Seller makes no guarantees regarding such qualifications and that Buyer is solely responsible for ensuring any compliance with any accepted grants for improvements to the Premises.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER


HERITAGE CENTRE LLC

By: 

J.R. Orton III, Manager

BUYER


COUNTY OF FRESNO

By: 

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Department of Behavioral Health

ORG No.: 5630

Account No.: 7340

Fund: 0001

Subclass: 10000

Exhibit "A"

3109, 3115, 3119, 3121, 3127, 3133, 3147, 3151, and 3155 N. Millbrook Avenue,
Fresno, CA 93726, County of Fresno, State of California, and 3676 and 3708 E. Shields
Avenue, Fresno, CA 93726, County of Fresno, State of California
(APN 437-290-60, APN 445-020-07, and APN 445-020-09)

Exhibit "H"
Grant Deed

Recording Requested By:
When Recorded Mail To:
The County of Fresno
Internal Services Department
333 Pontiac Way
Clovis, CA 93612

Exempt from Recording Fees; Government
Code §§ 27383, 27388.1(a)(2)(D) (AB 110,
SB 2)

Grant Deed

(Fee Simple)

HERITAGE CENTRE LLC, a California limited liability company ("Grantor"), hereby grants, to the COUNTY OF FRESNO, a political subdivision of the State of California ("Grantee"), the real property in the City of Fresno, in the County of Fresno, State of California, described as follows:

Legal description, attached as Exhibit B-1, and incorporated by this reference.

GRANTEE:
COUNTY OF FRESNO, a political
subdivision of the State of California

GRANTOR:
HERITAGE CENTRE LLC.

By: _____
[Name: _____], Director Internal
Services Department/Chief Information
Officer

By: _____
J.R. Orton III, Manager

Date: _____

EXHIBIT "B-1"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 445-020-07

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE COUNTY OF FRESNO, CITY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS: °

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, DISTANCE SOUTH 89° 51' WEST 629.45 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 50° 10' WEST A DISTANCE OF THE 78.29 FEET; THENCE SOUTH 0° 09' EAST A DISTANCE OF 13.15 FEET; THENCE SOUTH 50° 10' WEST A DISTANCE OF 68.73 FEET; THENCE SOUTH 18° 19' WEST A DISTANCE OF 187.51 FEET TO THE POINT OF CURVATURE OF A CURVE WHOSE INTERIOR ANGLE IN 180° 23' AND RADIUS IS 15 FEET; THENCE CURVING TO THE LEFT ALONG SAID CURVE AN ARC DISTANCE OF 28.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 56' EAST A DISTANCE OF 256.64 FEET; THENCE NORTH 0° 04' EAST A DISTANCE OF 305 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE SOUTH 89° 51' WEST ALONG SAID NORTH LINE 99.45 FEET TO THE POINT OF BEGINNING.

EXEMPTING THEREFROM THE NORTH 30 FEET THEREOF:

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF WHICH LIES WITHIN THE EAST 530 FEET OF THE NORTHWEST QUARTER OF SECTION 26.

PARCEL 2: APN: 445-020-09

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

THE EAST 530 FEET OF THAT POTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LYING NORTH OF THE NORTH LINE OF THE HERNDON CANAL, SAID HERNDON CANAL PROPERTY BEING DESCRIBED IN DEED DATED OCTOBER 31, 1955, TO FRESNO IRRIGATION DISTRICT, RECORDED NOVEMBER

25, 1955 IN BOOK 3686 PAGE 540 OF OFFICIAL RECORDS, DOCUMENT NO. 79976 AND RE-RECORDED DECEMBER 5, 1955 IN BOOK 2690 PAGE 249 OF OFFICIAL RECORDS, DOCUMENT NO. 81832; EXCEPTING THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES.

ALSO EXCEPTING SUCH INTEREST IN AND TO THE EAS 20 FEET FOR ROAD PURPOSES, AS CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JUNE 20, 1952 IN BOOK 3183, PAGE 74 OF OFFICIAL RECORDS, DOCUMENT NO. 34120.

TOGETHER WITH THAT PORTION OF MILLBROOK AVENUE ABANDONED TO THE VALLEY CHILDREN'S HOSPITAL, A CORPORATION, BY AN ORDER OF THE BOARD OF SUPERVISORS OF FRESNO COUNTY ABANDONING THAT PORTION OF MILLBROOK AVENUE AS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 273.29 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF OUTLOT "A" OF HEADLINER HOMES NO. 2, AS SAID LOT IS SHOWN ON THE MAP OF HEADLINER HOMES NO. 2, RECORDED SEPTEMBER 22, 1954, IN BOOK 17 PAGE 19 OF PLATS, FRESNO COUNTY RECORDS; THENCE NORTH 0° 11' 10" EAST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 93.44 FEET TO THE NORTH CORNER OF SAID OUTLOT "A"; THENCE NORTH 25° 37' WEST ALONG THE NORTHWESTERLY PRODUCTION OF THE NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 0.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300.0 FEET TO A POINT OF CUSP WITH A TANGENT, SAID POINT OF CUSP BEING ON THE WEST LINE OF MILLBROOK AVE., AS PREVIOUSLY DEEDED; THENCE SOUTH 0° 11' 10" WEST, ALONG THE WEST LINE OF MILLBROOK AVENUE, AS PREVIOUSLY DEEDED, A DISTANCE OF 235.23 FEET; THENCE NORTH 70° 03' EAST, ALONG THE WESTERLY PRODUCTION OF THE SOUTHERLY LINE OF SAID OUTLOT "A", A DISTANCE OF 31.97 FEET TO THE POINT OF BEGINNING; A CERTIFIED COPY OF SAID ORDER HAVING BEEN RECORDED JANUARY 13, 1955, IN BOOK 3542 PAGE 666 OF OFFICIAL RECORDS, DOCUMENT NO. 2621;

ALSO EXCEPTING ANY PORTION THEREOF LYING SOUTHERLY OF THE NORTH LINE OF EAST MICHIGAN AVENUE.

PARCEL 3: APN: 437-290-60

THE EAST HALF OF LOT 30 OF NATIONAL COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1 PAGE 38 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTH AND WEST OF THE CENTERLINE OF THE DRY CREEK CANAL.

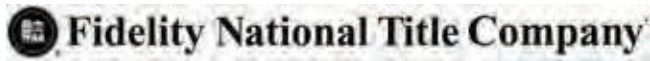
ALSO EXCEPTING THE SOUTH 20 FEET AND THE EAST 20 FEET THEREOF, AS GRANTED TO THE CITY OF FRESNO BY DEED RECORDED JUNE 21, 1957, IN BOOK 3940 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE CITY OF FRESNO AND AS PARTICULARLY DESCRIBED IN GRANT DEED RECORDED MARCH 16, 2004 AS DOCUMENT NO. 2004-0056706 OF OFFICIAL RECORDS.

EXHIBIT "I"

Preliminary Report Permitted Exceptions

A true and correct copy of the Fidelity National Title Company Preliminary Report, cover pages 1 through 4, and "Preliminary Report Permitted Exceptions," pages 5 through 21 (the Parties agree that exceptions that have been redacted from Exhibit H are not permitted exceptions), dated October 4, 2021, at 7:30 AM, which is incorporated herein by this reference.



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National 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. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein 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.

Fidelity National Title Insurance Company

By:

President

Attest:

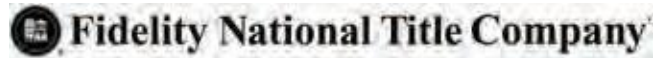
Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2540 West Shaw Lane, Suite 112, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
7475 North Palm Avenue, #107 • Fresno, CA 93711
(559)431-8050 • FAX (559)261-8960

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Marc Wisneski
Email: marc.wisneski@titlegroup.fntg.com
Title No : FFOM-2012107383-MW

Escrow Officer: Bernadette Watson
Email: Bernadette.Watson@fnf.com
Escrow No : FFOM-2012107383 -BW

TO: County of Fresno Internal Services Dept
333 Pontiac Way
Clovis, CA 93612
Attn: Christopher L Jones

PROPERTY ADDRESS(ES): APN's: 437-290-60; 445-020-07; 445-020-09, Fresno, CA

EFFECTIVE DATE: October 4, 2021 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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

A Fee

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

Heritage Centre LLC, a California limited liability company, formerly known as and which acquired title as Valley Center LLC, a California Limited Liability Company

3 THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 437-290-60, 445-020-07 and 445-020-09

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 445-020-09

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

THE EAST 530 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF THE NORTH LINE OF THE HERNDON CANAL, SAID HERNDON CANAL PROPERTY BEING DESCRIBED IN DEED DATED OCTOBER 31, 1955, TO FRESNO IRRIGATION DISTRICT, RECORDED NOVEMBER 25, 1955, IN [BOOK 3686 PAGE 540 OF OFFICIAL RECORDS](#), DOCUMENT NO 79976, AND RE-RECORDED DECEMBER 5, 1955, IN [BOOK 3690 PAGE 249 OF OFFICIAL RECORDS](#), DOCUMENT NO 81832;

EXCEPTING THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES;

ALSO EXCEPTING SUCH INTEREST IN AND TO THE EAST 30 FEET FOR ROAD PURPOSES, AS CONVEYED TO THE COUNTY OF FRESNO BY DEED RECORDED JUNE 30, 1952, IN [BOOK 3183 PAGE 74 OF OFFICIAL RECORDS](#), DOCUMENT NO 34120;

TOGETHER WITH THAT PORTION OF MILLBROOK AVENUE ABANDONED TO THE VALLEY CHILDREN'S HOSPITAL, A CORPORATION, BY AN ORDER OF THE BOARD OF SUPERVISORS OF FRESNO COUNTY ABANDONING THAT PORTION OF MILLBROOK AVENUE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 273 29 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF OUTLOT "A" OF HEADLINER HOMES NO 2, AS SAID LOT IS SHOWN ON THE MAP OF HEADLINER HOMES NO 2, RECORDED SEPTEMBER 22, 1954, IN [BOOK 17 PAGE 19](#) OF PLATS, FRESNO COUNTY RECORDS; THENCE NORTH 0° 11' 10" EAST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 93 44 FEET TO THE NORTH CORNER OF SAID OUTLOT "A"; THENCE NORTH 25° 37' WEST ALONG THE NORTHWESTERLY PRODUCTION OF THE NORTHEAST LINE OF SAID OUTLOT "A", A DISTANCE OF 0 23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300 0 FEET TO A POINT OF CUSP WITH A TANGENT, SAID POINT OF CUSP BEING ON THE WEST LINE OF MILLBROOK AVE , AS PREVIOUSLY DEEDED; THENCE SOUTH 0° 11' 10" WEST, ALONG THE WEST LINE OF MILLBROOK AVENUE, AS PREVIOUSLY DEEDED, A DISTANCE OF 235 23 FEET; THENCE NORTH 70° 03' EAST, ALONG THE WESTERLY PRODUCTION OF THE SOUTHERLY LINE OF SAID OUTLOT "A", A DISTANCE OF 31 97 FEET TO THE POINT OF BEGINNING; A CERTIFIED COPY OF SAID ORDER HAVING BEEN RECORDED JANUARY 13, 1955, IN [BOOK 3542 PAGE 666 OF OFFICIAL RECORDS](#), DOCUMENT NO 2621;

ALSO EXCEPTING ANY PORTION THEREOF LYING SOUTHERLY OF THE NORTH LINE OF EAST MICHIGAN AVENUE

PARCEL 2: APN: 445-020-07

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description
(continued)

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, DISTANT SOUTH 89° 51' WEST 629 45 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 50° 10' WEST A DISTANCE OF 78 29 FEET; THENCE SOUTH 0° 09' EAST A DISTANCE OF 13 15 FEET; THENCE SOUTH 50° 10' WEST A DISTANCE OF 68 73 FEET; THENCE SOUTH 18° 19' WEST A DISTANCE OF 187 51 FEET TO THE POINT OF CURVATURE OF A CURVE WHOSE INTERIOR ANGLE IS 108° 23' AND RADIUS IS 15 FEET; THENCE CURVING TO THE LEFT ALONG SAID CURVE AN ARC DISTANCE OF 28 37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 56' EAST A DISTANCE OF 256 64 FEET; THENCE NORTH 0° 04' EAST A DISTANCE OF 305 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE SOUTH 89° 51' WEST ALONG SAID NORTH LINE 99 45 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET THEREOF;

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF WHICH LIES WITHIN THE EAST 530 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26

PARCEL 3: APN: 437-290-60

THE EAST HALF OF LOT 30 OF NATIONAL COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN [BOOK 1 PAGE 38](#) OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING NORTH AND WEST OF THE CENTERLINE OF THE DRY CREEK CANAL

ALSO EXCEPTING THE SOUTH 20 FEET AND THE EAST 20 FEET THEREOF, AS GRANTED TO THE CITY OF FRESNO BY DEED RECORDED JUNE 21, 1957, IN BOOK 3940 OF OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE CITY OF FRESNO AND AS PARTICULARLY DESCRIBED IN GRANT DEED RECORDED MARCH 16, 2004 AS [DOCUMENT NO 2004-0056706 OF OFFICIAL RECORDS](#)

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1 Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-309
Tax Identification No : 445-020-09 (Parcel 1)
Fiscal Year: 2021-2022
1st Installment: \$19,980 27 Open
2nd Installment: \$19,980 27 Open
Exemption: \$0 00
Land: \$579,327 00
Improvements: \$2,481,163 00
Personal Property: \$0 00

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above

Assessment: Met Flood Assmt
Amount: \$1,264 32

- 2 Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-309
Tax Identification No : 445-020-07 (Parcel 2)
Fiscal Year: 2021-2022
1st Installment: \$2,082 23 Open
2nd Installment: \$2,082 23 Open
Exemption: \$0 00
Land: \$238,963 00
Improvements: \$76,314 00
Personal Property: \$0 00

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above

Assessment: Met Flood Assmt
Amount: \$140 48

EXCEPTIONS
(continued)

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

Code Area: 005-309
 Tax Identification No : 437-290-60 (Parcel 3)
 Fiscal Year: 2021-2022
 1st Installment: \$2,358 49 Open
 2nd Installment: \$2,358 49 Open
 Exemption: \$0 00
 Land: \$361,495 00
 Improvements: \$0 00
 Personal Property: \$0 00

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above

Assessment: Met Flood Assmt
 Amount: \$146 48

4 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

5 The herein described property lies within the boundaries of the Fresno Metropolitan Flood Control District and may be subject to assessment for drainage fees and/or requirements to construct planned local drainage facilities

Disclosed by: FMFCD Resolution No 1816
 Recording Date: July 31, 1995
Recording No : 95092128 of Official Records

6 Such rights or interest as may exist in and to that portion of said land lying within the Dry Creek Canal, as disclosed by the records of the County Engineer's office of said County and as shown on the map of said Colony

Affects: Parcel 3

7 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: electric transmission line and appurtenances thereto
 Recorded: May 25, 1949, as Document No 25835, in Book 2737 Page 201, Official Records
 Affects: Parcel 3

EXCEPTIONS
(continued)

8 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Grant to: County of Fresno
Purpose: public road
Recorded: June 13, 1952
[Recording No](#) [Book 3177, Page 166](#), Document No 31368 of Official Records
Affects: the South 20 feet of the North 50 feet of the East 380 feet of that portion of the North half of the Northwest quarter of Section 26-13I20, lying North of the North bank of the Herndon Canal

Affects : Parcel 1

9 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted To: City of Fresno
Purpose: public street purposes
Recorded: October 18, 1961, in [Book 4625 Page 306](#), [Document No 77516 of Official Records](#)
Affects: the North 20 0 feet

Affects : Parcel 2

10 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted To: City of Fresno
Purpose: public street purposes
Recorded: February 27, 1962, in [Book 4684 Page 139](#), as [Document No 16480, of Official Records](#)
Affects: the South 20 0 feet of the North 50 0 feet of the West 150 0 feet of the East 530 0 feet of the Northeast quarter of the Northwest quarter of Section 26-13I20, lying North of the North line of the Herndon Canal

11 Any irregularities, reservations or other matters in the proceedings occasioning the abandonment or vacation of the street/road named below:

Name: Millbrook Avenue
Certified Copy of Resolution - Recording Date: January 13, 1955
Certified Copy of Resolution - [Recording No : Book 3542, Page 666](#), Document No 2621 of Official Records
Affects: A portion of Parcel 1

EXCEPTIONS
(continued)

12 Matters contained in that certain document

Entitled: Grant of Right of Way Agreement
Dated: May 11, 1966
Executed by: Joseph A Barkett et al and Shields Medical Arts Center, a California Corporation
Recording Date: May 25, 1966
Recording No : [Book 5317, Page 334, Document No 39959 of Official Records](#)

Reference is hereby made to said document for full particulars

Affects: Parcel 2

Reference is made to said document for full particulars

13 Matters contained in that certain document

Dated: July 15, 1966
Executed by: Wilbur B Baptist, Eugene G Tainter, Herbert S Hunter, Administrator of the Estate of George L Browing, deceased, and Shields Medical Arts Center, a California Corporation
Entitled: Grant of Right of Way
Recorded: August 30, 1966, as Document No 63373, in [Book 5352 Page 239, Official Records](#)

Affects: Parcel 2

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

Granted to: City of Fresno
Purpose: Public Street
Recording Date: February 19, 1971
Recording No : [Book 5865, Page 235, Document No 13237 of Official Records](#)
Affects: Parcel 1

15 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Marvin Simmons, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111870](#), in [Book 6897 Page 556, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

EXCEPTIONS
(continued)

- 16 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein
- Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Shields Medical Arts X-Ray Group
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111871](#), in [Book 6897 Page 558, Official Records](#)
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein
- Affects: Parcel 2
- 17 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein
- Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Paul R Brother, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111872](#), in Book 6897 Page 560, Official Records
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein
- Affects: Parcel 2
- 18 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein
- Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Dry Creek Lab Association
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111873](#), in [Book 6897 Page 562, Official Records](#)
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein
- Affects: Parcel 2
- 19 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein
- Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Thomas Eliason, M D , Inc
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111874](#), in [Book 6897 Page 564, Official Records](#)
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

EXCEPTIONS
(continued)

Affects: Parcel 2

- 20 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Thomas Dunklin, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111875](#), in [Book 6897 Page 566, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

- 21 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Jack Seymour, Dds
Disclosed by: Assignment of Lease

Recorded: October 19, 1977, as [Document No 111876](#), in [Book 6897 Page 568, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

- 22 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Edward Cherniss, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111877](#), in [Book 6897 Page 570, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

- 23 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Paul Levy, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111878](#), in [Book 6897 Page 572, Official Records](#)

EXCEPTIONS
(continued)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

- 24 An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein

Lessor: Valley Children's Hospital and Guidance Clinic, a California Corporation
Lessee: Omas Sayeg, M D
Disclosed by: Assignment of Lease
Recorded: October 19, 1977, as [Document No 111879](#), in [Book 6897 Page 574, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 2

- 25 An unrecorded lease or other agreement providing financial accommodation with respect to certain equipment and personal property, dated September 29, 1978, as disclosed by that certain document entitled "Declaration and Waiver", dated October 24, 1978, executed by and between Crocker Equipment Leasing, Inc , ("Crocker") and Valley Children's Hospital and Guidance Clinic ("customer") recorded November 6, 1978, as Document No 123738, in Book 7154 Page 70 of Official Records, which document, among other things, contains or provides that said customer shall acquire no title to or interest in such equipment and personal property or any portion thereof by virtue of such installations or attachment

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

Affects: Parcel 1

EXCEPTIONS
(continued)

26 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: Channel of Big Dry Creek, canal and/or pipeline or pipelines and to flow and conduct water in and through said channel of said Dry Creek and/or sand canal and/or said pipeline or pipelines, and incidental purposes

Recorded: June 22, 1979, as [Document No 72468](#), in < bk 7312 Page 800, Official Records

Affects: Parcel A: That portion of said Lot 30 of National Colony, described as follows: Beginning at the intersection of the centerline of the Dry Creek Canal with the North line of the South 50 feet of Section 23-13120, said intersection bears North 89° 49' 34" West, along the South line of said Section, 729 59 feet and North 51° 50' 43" East, 80 6 feet from the South quarter corner of said Section; thence along said centerline, the following courses: (1) North 51° 50' 43" East, 218 05 feet; (2) North 55° 04' 44" East, 75 08 feet; (3) North 73° 45' 53" East 82 07 feet; (4) South 89° 02' 42" East, 61 19 feet; (5) North 78° 09' 49" East, 58 02 feet; (6) North 53° 18' 22" East, 56 03 feet; (7) North 45° 34' 36" East, 61 05 feet; (8) North 44° 36' 56" East, 62 02 feet; (9) North 39° 08' 39" East, 84 21 feet; (10) North 37° 52' 26" East, 16 07 feet, and (11) North 40° 40' 37" East, 17 09 feet; thence (12) along the West line of the East 40 feet of the Southwest quarter of said Section, South 1° 11' 26" West, 41 02 feet; thence (13) South 38° 05' 13" West, 86 96 feet; thence (14) South 43° 13' 50" West, 62 00 feet; thence (15) South 45° 06' 25" West, 61 03 feet; thence (16) South 55° 17' 27" West, 74 02 feet; thence (17) South 77° 40' 15" West, 58 03 feet; thence (18) South 86° 17' 56" West, 60 41 feet; thence (19) South 78° 46' 36" West, 67 69 feet; thence (20) South 56° 58' 50" West, 75 24 feet; thence (21) South 52° 24' 25" West, 184 66 feet to said North line; thence (22) along said North line, North 89° 49' 34" West, 42 23 feet to the point of beginning Excepting therefrom the Southwesterly 12 feet, being a strip of land 12 feet in width lying Northwesterly of and contiguous to the above described Courses (13) through (21) inclusive The sidelines of said strip of land to be prolonged or shortened so as to begin in the above described Course (12) and end in the above described Course (22)

Parcel B: A strip of land 12 feet in width in said Lot 30, lying Northwesterly of and contiguous to Courses (13) through (21), inclusive, as said courses are described in Parcel "A" The sidelines of said strip of land to be prolonged or shortened so as to begin in Course (12) and end in Course (22) as said courses are described in Parcel "A"

Affects: Parcel 3

27 Matters contained in that certain document

Dated: January 15, 1980

Executed by: Valley Children's Hospital and Guidance Clinic and City of Fresno

Entitled: Covenant (For Off-Site Parking Spaces)

Recorded: March 4, 1980, as [Document No 23009](#), in [Book 7478 Page 279, Official Records](#)

Reference is made to said document for full particulars

28 Matters contained in that certain document

Entitled: Consent to Removal of Personal Property Affixed to Real Property

Executed by: Valley Children's Hospital and Bank of America

Recording Date: March 29, 1982

[Recording No :](#) [Book 7882, Page 100 of Official Records](#)

Reference is hereby made to said document for full particulars

EXCEPTIONS
(continued)

Affects: Parcel 1

29 Matters contained in that certain document

Entitled: Covenant (For use of Public Encroachment Space)
Dated: April 23, 1984
Executed by: Valley Children's Hospital and Guidance Clinic and City of Fresno
Recording Date: May 14, 1984
Recording No : [84046429 of Official Records](#)

Reference is hereby made to said document for full particulars

Affects
:
Parcels 1 and 2, with other property

30 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: pole lines
Recording Date: May 4, 1984
Recording No : [84046429 of Official Records](#)
Affects: a portion of Parcels 1 and 2

Affects: Parcel 2

31 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: Facilities
Recording Date: April 19, 1985
Recording No : [85038449 of Official Records](#)
Affects: The portion of the Northeast quarter of the Northwest quarter of Section 26-13120 conveyed by Shields Medical Arts Center to Valley Children's Hospital and Guidance Clinic by deed dated October 18, 1977, and recorded in [Book 6897 Page 551, Official Records](#) of Fresno County

32 An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: City of Fresno
Purpose: public street purposes
Recorded: March 6, 1990, as [Document No 90026426, Official Records](#)
Affects: That portion of the East half of said Lot 30, described as follows:

Beginning at a point which lies 20 00 feet West and 20 00 feet North of the Southeast corner of said East half; thence Westerly, parallel with and 20 00 feet North of the South line of said East half, a distance of 16 60 feet; thence Northeasterly to a point which lies 20 00 feet West and 36 60 feet North of said Southeast corner; thence Southerly, parallel with and 20 00 feet West of the East line of said East half, to the point of beginning

EXCEPTIONS
(continued)

Affects: Parcel 3

33 Matters contained in that certain document

Dated: April 25, 1985
Executed by: Valley Children's Hospital and Richard D Jones
Entitled: Covenant and Easement for Storm Drain and Water Supply Pipeline Facilities
Recorded: May 23, 1985, as [Document No 85050688, Official Records](#)

Affects: Parcel 2

34 A Notice of Manufactured Housing Unit or Commercial Coach, installed on a permanent foundation system

Recording Date: May 10, 1990
[Recording No : 90054357 of Official Records](#)

Affects: Parcel 1

35 A covenant and agreement

Executed by: Valley Children's Hospital and Guidance Clinic
In favor of: City of Fresno
Recorded: July 13, 1990, as [Document No 90081666, Official Records](#)

Which among other things provides:

For use of public encorachment space

Affects: Parcel 3

36 [Redacted]

[Redacted]

[Redacted]

[Redacted]

EXCEPTIONS
(continued)

[Redacted]

[Redacted]

37 Discrepancies, co on shown

Map: Reco
Recording Date: January
[Recording No : Book 43 P](#)

38 The Land described herein is include pment Agency shown below,
and that proceedings for the redevelopm stituted under the Redevelopment
Law (such redevelopment to proceed only edevelopment Plan) as disclosed by
a document

Redevelopment Agency: Central City Com evitalization Redevelopment Project
Recording Date: September 24, 1999
[Recording No : 1999-0142572 of Official Record](#)

Revised Notice Under Health and Safety Code

Recording Date: December 12, 2007
[Recording No : 2007-0219958 of](#)

39 [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

EXCEPTIONS
(continued)

40

[Redacted text block for item 40]

41

[Redacted text block for item 41]

42

[Redacted text block for item 42]

EXCEPTIONS
(continued)

[Redacted]

[Redacted]

43

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

44

Matters contained in that certain document

Entitled: Agreement for Ded and Release
Executed by: Heritage Cente Control District
Recording Date: August 11,
Recording No : 2003-0

Reference is hereb

Affects: P

45

[Redacted]

[Redacted]

EXCEPTIONS
(continued)

46

[REDACTED]

47

[REDACTED]

48

[REDACTED]

EXCEPTIONS
(continued)

49

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

50

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

51

Any right of the United States to recover funds from the owner or from any transferee of said land, or of any portion thereon, by reason of the advance of Federal funds including, but not limited to those authorized under Hill-Burton Act

EXCEPTIONS
(continued)

52 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: Heritage Centre LLC, a California limited liability company, formerly known as and which acquired title as Valley Center LLC, a California Limited Liability Company

- a A copy of its operating agreement, if any, and any and all amendments, supplements andlor 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 amendment 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 A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form

END OF EXCEPTIONS

NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities

- Note 1.** Note: 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 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report
- Note 3.** Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate
- Note 4.** 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 5.** Note: 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
- Note 6.** 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 7.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder
- Note 8.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice
If you have any questions, please consult with a lawyer

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies When you visit an FNF Website, a "cookie" may be sent 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you
- To improve our products and services
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/california-privacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E Washington St, Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes: Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

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 or 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

**ATTACHMENT ONE
(CONTINUED)**

**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 protectionThis 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 LandThis 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 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

**ATTACHMENT ONE
(CONTINUED)**

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
- 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, [t[or T]his 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:]

ATTACHMENT ONE (CONTINUED)

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:

- 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] 7

[Variable exceptions such as taxes, easements, CC&R's, etc , shown here]

ATTACHMENT ONE (CONTINUED)

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

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.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.