

**AMENDED**



*First American Title*

## **First American Title Company**

**1855 W Redlands Blvd, Suite 100  
Redlands, CA 92373**

California Department of Insurance License No. 151

Order Number: 0623-6002152 (KCI)

Title Officer: Tammy Kerr / Cheryl Campbell / Laura Ivanoff  
Phone: (909)380-8726  
Fax No.: (866)223-1017  
E-Mail: FAHQ-RA-SBTitle@firstam.com  
Owner: Wesley Clair  
Property: 947 Benedict Road  
San Bernardino, CA 92408

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

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

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 05, 2020 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2013) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

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

Wesley Clair, A Single Man

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2019-2020.
  - First Installment: \$272.50, DELINQUENT
  - Penalty: \$27.25
  - Second Installment: \$272.48, DELINQUENT
  - Penalty: \$37.25
  - Tax Rate Area: 007208
  - A. P. No.: 0280-213-01-0-000
3. The lien of defaulted taxes for the fiscal year 2016-2017, and any subsequent delinquencies.

Tax Rate Area:	007208
A. P. No.:	0280-213-01-0-000
Amount to redeem:	\$3,508.32
Valid through:	DECEMBER 2019
Amount to redeem:	\$3,548.19
Valid through:	JANUARY 2020

**Please contact the tax office to verify the payoff amount.**

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. A GRANT OF ANY AND ALL WATER IN AND UNDER THE LAND HEREIN DESCRIBED AND RIGHT TO DEVELOP WATER ON SAID PREMISES, IN EXCESS OF ITS REQUIREMENTS FOR IRRIGATION AND DOMESTIC USE, AS GRANTED IN THE DEED FROM P. J. CLEVINGER TO RIVERSIDE TRUST COMPANY, LIMITED, A CORPORATION, RECORDED MAY 5, 1905, IN [BOOK 359 OF DEEDS, PAGE 141](#), RECORDS OF SAID COUNTY.
6. An easement for RIGHT TO ALLOW CROSSARMS AND WIRES TO OVERHANG and incidental purposes in the document recorded as [BOOK 470, PAGE 1](#) of Official Records.

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

7. An easement for RIGHT TO ERECT AND MAINTAIN POLES AND ANCHORS WITH NECESSARY WIRES AND FIXTURES THEREON and incidental purposes in the document recorded as [BOOK 470, PAGE 18](#) of Official Records.

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

8. Covenants, conditions, restrictions and easements in the document recorded as [BOOK 1727, PAGE 290](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
9. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: UTILITY EASEMENT and incidental purposes affecting said land.
10. A federal tax lien in favor of the United States of America, recorded OCTOBER 12, 2010 as INSTRUMENT NO. [10-421442](#) of Official Records.

Serial No.: 704036310  
Debtor: WESLEY CLAIR  
Amount: \$71157.23, and any other amounts due thereunder.

11. A LIEN IN FAVOR OF THE STATE OF CALIFORNIA, EVIDENCED BY A CERTIFICATE ISSUED BY THE FRANCHISE TAX BOARD, RECORDED JUNE 28, 2011 AS INSTRUMENT NO. [11-263731](#) OF OFFICIAL RECORDS.

DEBTOR: WESLEY N CLAIR  
CERTIFICATE NO.: 11179361205  
AMOUNT: \$1,962.30, AND ANY OTHER AMOUNTS DUE THEREUNDER.

12. A notice of power to sell tax defaulted property dated February 01, 2013 executed by the county tax collector for non-payment of delinquent taxes recorded February 01, 2013 as INSTRUMENT NO. [13-45631](#) OF OFFICIAL RECORDS.

13. Lien for COST OF ABATEMENT OF NUISANCE in favor of CITY OF SAN BERNARDINO

Against: CLAIR, WESLEY  
Amount: \$220.00  
Recorded: MARCH 15, 2017 as INSTRUMENT NO. [17-111140](#) OF OFFICIAL RECORDS.

14. Lien for COST OF ABATEMENT OF NUISANCE in favor of CITY OF SAN BERNARDINO

Against: CLAIR, WESLEY  
Amount: \$440.00  
Recorded: JUNE 08, 2017 as INSTRUMENT NO. [17-233511](#) OF OFFICIAL RECORDS.

15. Lien for COST OF ABATEMENT OF NUISANCE in favor of CITY OF SAN BERNARDINO

Against: CLAIR, WESLEY  
Amount: \$1,100.00  
Recorded: JULY 18, 2018 as INSTRUMENT NO. [18-261014](#) OF OFFICIAL RECORDS.

16. Lien for COST OF ABATEMENT OF NUISANCE in favor of CITY OF SAN BERNARDINO

Against: CLAIR, WESLEY  
Amount: \$1,100.00  
Recorded: OCTOBER 03, 2018 as INSTRUMENT NO. [18-363082](#) OF OFFICIAL RECORDS.

17. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**

**A. AN AFFIDAVIT ([Click Here](#)), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;**

**B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND**

**C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.**

18. Rights of parties in possession and rights of tenant(s) in the Land, including rights of all parties claiming by, through or under said tenant(s).

We will require an approved declaration signed by the seller/seller's authorized agent and the buyer prior to close of this transaction.

19. A federal tax lien in favor of the United States of America, recorded OCTOBER 29, 2019 as INSTRUMENT NO. [19-389715](#) of Official Records.

Serial No.: 380121219  
Debtor: WESLEY CLAIR  
Amount: \$11909.76, and any other amounts due thereunder.

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

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

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

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

**LEGAL DESCRIPTION**

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOT 31 OF TRACT NO. 2896, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 40, PAGES 47 AND 48](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0280-213-01-0-000

City of San Bernardino 0280 - 21  
Tax Rate Area  
7208

Ptn. Rancho San Bernardino  
M.B. 7/2

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



REVISED  
10/09/00 BY

Assessor's Map  
Book 0280 Page 21  
San Bernardino County

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Ptn. Tract No. 2806 M.B. 40/47-48  
Ptn. Tract No. 2767, M.B. 36/00

January 2005

0136  
35



***NOTICE***

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

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;

- d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
  4. Risks:
    - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
    - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
    - c. that result in no loss to You; or
    - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:  
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.  
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**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:]

### 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 or 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.]

#### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

#### 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, 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.



## *First American Title*

### **Privacy Information**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

TRACT NO 2896  
 BEING A SUBDIVISION  
 OF PART OF LOT NO 13, 14  
 BLOCK 55 R.S.B. SAN  
 BERNARDINO COUNTY  
 CALIF.

County Filed for  
 July 10, 1946  
 10:31 AM  
 Maps  
 47, 48



*W. J. Flynn*  
 5-2-46

Scale 1" = 100 feet J.P. Flynn C.E.

OWNERS CERTIFICATE  
 We hereby certify that we are the owner or have some right, title or interest in and to the  
 real property included within the subdivision shown upon the annexed map,  
 and that we are the only persons whose consent is necessary to pass a  
 clear title to the said property, and that we consent to the marking of said  
 map and subdivision shown within the colored border lines and here by dedicate  
 to public use all Drives, Roads, Streets and Avenues as shown upon said map  
 within said subdivision.

*Earl R. Nixon*  
*William A. Ward*  
*Yella Nixon*  
*Lena M. Ward*

NOTARY ACKNOWLEDGMENT

State of California  
 On this 22 day of July, 1946  
 in and for the County of San Bernardino, State of California, I, *Sally M. Johnson*, Notary Public  
 therein, duly commissioned and sworn, personally appeared  
*Earl R. Nixon, Yella Nixon, William A. Ward, Lena M. Ward*  
 to be the persons whose names subscribed to the within instrument and  
 acknowledged to me that they executed the same.  
 In witness whereof I have hereunto subscribed my name and affixed my  
 official seal the day and the year in the certificate first above written.

*Sally M. Johnson*  
 My Commission Expires *March 6, 1949*  
 Notary Public in and for the County  
 of San Bernardino State of California.

ACCEPTANCE  
 The County of San Bernardino, State of California, by and through its duly  
 Authorized officers, hereby accepts the foregoing dedication this 22 day  
 of July, 1946.  
 County of San Bernardino,  
 State of California,  
 By *Harry L. Allison*  
 Chairman of Board of Supervisors

Attest  
 Harry L. Allison  
 County Clerk and Ex. Officio Clerk of  
 the Board of Supervisors  
 By *W. J. Flynn* Deputy

COUNTY SURVEYORS CERTIFICATE  
 I hereby certify that I have examined the annexed map that the  
 subdivision shown thereon is substantially the same as it appeared  
 on the tentative map and any approved alterations thereof; that all  
 provisions of the subdivision act of the State of California, and San  
 Bernardino County Ordinance No 329, as amended, have been complied  
 and I am satisfied that this map is technically correct.  
 Dated this 22 day of July, 1946

*W. J. Flynn*  
 County Surveyor San Bernardino County

AUDITORS CERTIFICATE  
 I hereby certify that according to the records of this office as of  
 this date there are no liens against the real property shown upon  
 the annexed map for unpaid State, County, Municipal or local taxes or Special  
 Assessments collection as taxes except taxes not yet payable, which are estimated at \$  
 Dated this 22 day of July, 1946

*P. W. Nichols* County Auditor  
 of the County of San Bernardino  
 State of California  
 By *W. J. Flynn* Deputy

CERTIFICATE OF CLERK OF BOARD OF SUPERVISORS  
 I hereby certify that a bond in the sum of \$150.00  
 has been executed and filed with the Board of Supervisors of the County  
 of San Bernardino, State of California, conditioned upon the payment of all  
 taxes, State, County, Municipal, and all special assessments, and all other  
 assessments, which are due on the property, but not yet payable, and said bond has been  
 duly approved by the said Board of Supervisors.

Harry L. Allison  
 County Clerk and Ex. Officio Clerk of  
 the Board of Supervisors  
 By *W. J. Flynn* Deputy

SURVEYORS CERTIFICATE  
 I, J. P. Flynn do hereby certify that I am a Registered Civil Engineer of the State of California  
 and this map, consisting of 2 sheets, correctly represents a survey made under  
 my supervision in February 1946 and that all monuments shown thereon actually  
 exist and their positions are correctly shown.  
 Dated this 22 day of July, 1946

*J. P. Flynn*  
 Registered C.E. No 3036  
 Sheet 1 of 2 Sheets

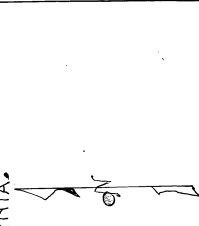


TRACT NO 2896  
BEING A SUBDIVISION  
OF PART OF LOTS 13 & 14  
BLOCK 55 R.S.B. SAN  
BERNARDINO COUNTY  
CALIFORNIA.

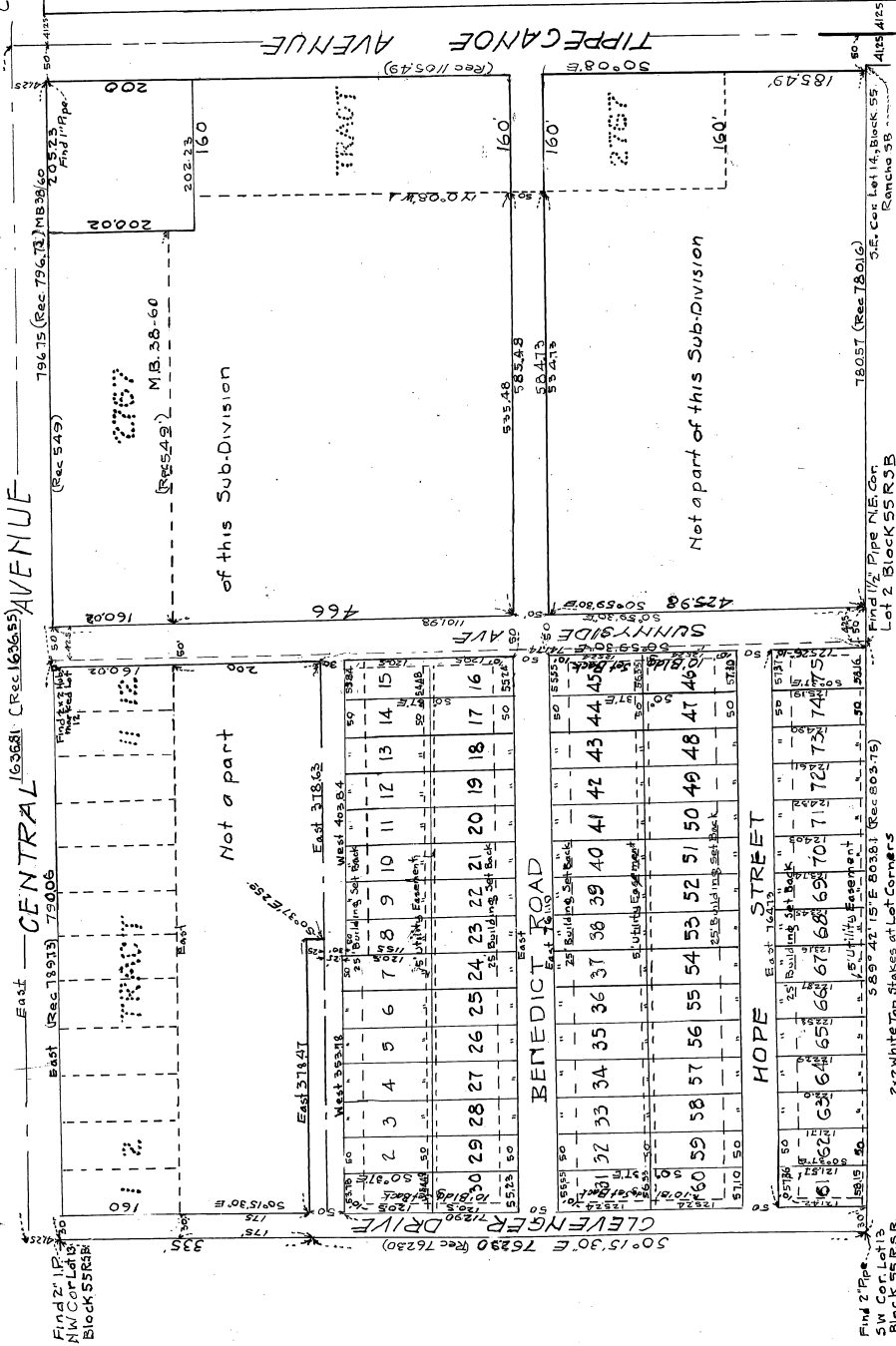
57220 Waterman to Tippecanoe (Rec'd MB 38/60, 515080)

CENTRAL AVENUE

TRAYCANE AVENUE



Scale 1" = 100 Feet JPF/lynn GE



Find 2 1/2" Pipe at SW Cor. Lot 13 Block 55 R.S.B.

Find 2 1/2" Pipe at SW Cor. Lot 13 Block 55 R.S.B.

2-2 White Top Stakes at Lot Centers  
Set 1/2" Pipe at Block Centers  
Note: Basis of Bearings - Center Line Central Ave.

Sheet 2 of 2 Sheets

1000

40-48

**Exhibit "A"**

**Legal Description**

A.P.N.: 0280-213-01-0-000

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOT 31 OF TRACT NO. 2896, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 47 AND 48, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



Ptn. Rancho San Bernardino  
M.B. 7/2

City of San Bernardino 0280-21  
Tax Rate Area  
7208

1" = 100'

REVISED  
10/09/08 TY

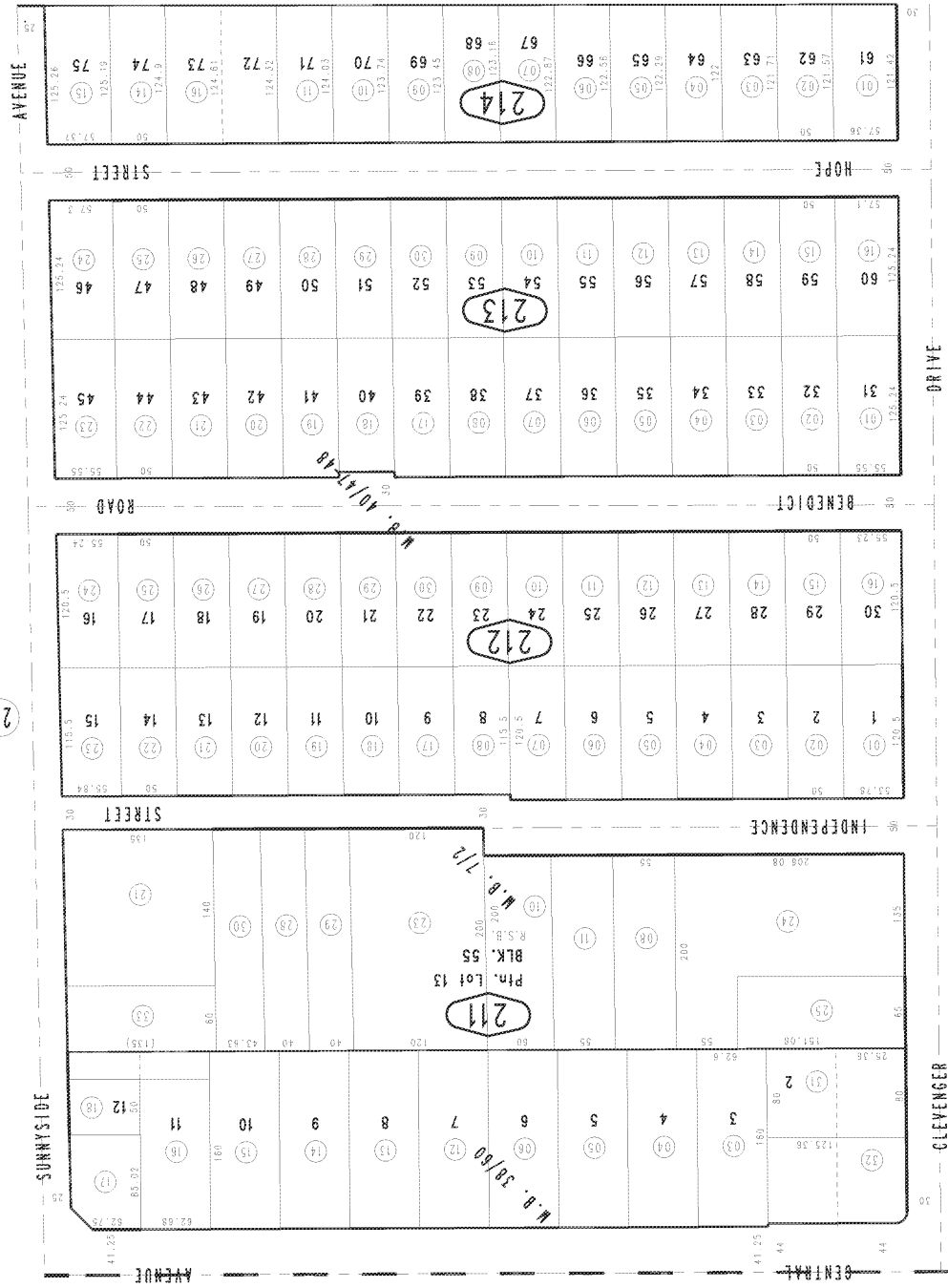
Assessor's Map  
Book 0280 Page 21  
San Bernardino County

23

0136  
35

18

22



Ptn. Tract No. 2896, M.B. 40/47-48  
Ptn. Tract No. 2767, M.B. 38/60

January 2005