

**COUNTY OF SANTA BARBARA  
COMMUNITY SERVICES DEPARTMENT  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**



**REQUEST FOR PROPOSALS**

**for**

**AFFORDABLE WORKFORCE HOUSING PUBLIC PRIVATE  
PARTNERSHIP (“P3”) DEVELOPMENT**

**COUNTY PROJECT BID ID NO. [X]**

**SUBMITTAL DUE DATE: [January X, 2026]**

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## **SECTION 1: PURPOSE OF SOLICITATION**

### **1.1 General**

The County of Santa Barbara's ("**County**") Community Services Department and Housing and Community Development Division ("**Division**") is soliciting Proposals from experienced development teams – including firms, partnerships, corporations, non-profits and other entities – interested in partnering with the County through a public-private partnership ("**P3**"), to plan, finance, design, construct, operate and maintain a new affordable housing development at 117 East Carrillo Street/ APN 029-211-025 (the "**Site**" or "**Project**") in the City of Santa Barbara, California.

This Request for Proposals ("**RFP**") is the second step in a two-phase procurement process that identified a shortlist of qualified developers through a Request for Qualifications ("**RFQ**") process who were invited to respond to this RFP. The County intends to enter into a long-term ground lease with the selected developer ("**Developer**"), subject to future completion of negotiations and approvals.

#### **A. County Objectives**

Through this RFP, the County seeks a development partner capable of delivering high-quality, financially feasible housing that aligns with County policies and community values. The County's primary objectives include:

- Expanding affordable housing options that serve a range of income levels, including low, moderate and middle-income households.
- Leveraging County-owned land to address housing needs without direct expenditure of General Fund resources.
- Promoting long-term community benefit through sustainable design, efficient land use, and compatibility with the surrounding urban context.
- Supporting recruitment and retention of the local workforce, including the potential to offer a preference or leasing priority.
- Creating a replicable model for future County partnerships that balance public goals with private-sector innovation and capital investment.

The County envisions the Project as a public-private partnership ("**P3**"). The County is not offering to sell the land but to contribute the land to the development plan under a long-term ground lease, with the private developer providing the planning, financing, design, construction, maintenance, and ongoing operation of the housing development. The County has not and does not intend to declare the Site as surplus. Rather, the

County intends to use the Surplus Lands Act Agency Use Exemption 54221, allowing for joint occupancy of county buildings [CA Govt. Code § 25549.1 et seq. (2024)]. The code addresses joint occupancy primarily through provisions that authorize public entities, such as counties, to partner with private parties for the joint use of buildings.

## **B. Development Objectives**

The County seeks a partner that can combine financial strength, technical expertise, and community sensitivity to bring forward a project that demonstrates how public land can be used to advance local housing goals while maintaining fiscal responsibility.

The selected development team will be responsible for leading all aspects of Project delivery—from initial concept through financing, design, construction, management, maintenance and operations. Respondents should demonstrate a proven record in mixed-income, workforce, and/or affordable housing, creative deal structuring, and community engagement.

The County anticipates that the Developer will, among other things:

- Conduct necessary due diligence and feasibility analysis;
- Lead permitting and approval efforts with County staff;
- Structure and secure financing from private and public sources;
- Design and construct high-quality housing consistent with local standards and sustainability objectives; and
- Manage, operate, and maintain the completed development over the life of the ground lease.

Respondents are encouraged to propose creative approaches that balance affordability, financial viability, and design quality while addressing the County’s broader policy goals. Respondents are encouraged to offer concepts that could positively affect the viability of the project both during the planning, design and financing of the project and upon completion.

## **C. Site Information**

The 117 East Carrillo Street property / APN 029-211-025 (“**Site**”) is located in the heart of downtown Santa Barbara, one block from Anacapa Street and within walking distance of Courthouse Plaza, State Street, and multiple MTD bus routes.

The ± 0.97-acre parcel currently houses the County Probation Department. Once the new Probation building is completed in late 2026 or early 2027, the Site is expected to no longer be occupied.

The Site benefits from:

- *Proximity to employment centers:* The County administrative campus and City Hall

are within ½ mile.

- *Access to transit and services:* Nearby bus stops, retail corridors, parks, and the Santa Barbara Pier are all within walking distance. The MTD transit station is three blocks away.
- *Urban infrastructure:* Water, sewer, power, and broadband utilities are readily available.
- *Soil conditions:* No information regarding soil conditions at the Site is available.
- *Environmental review:* No environmental report at the Site is available.

The County anticipates that redevelopment would require coordination with, but not approval of, the City of Santa Barbara for design and neighborhood compatibility to support a multifamily residential use on the Site.

## **1.2 Development Team Roles & Responsibilities**

The following development plan elements constitute the scope of work and expectations for the selected Proposal

### **A. Scope of Work**

Although the final scope of work will be negotiated in the executed Ground Lease Agreement, the selected Developer shall be responsible for performing the following scope of work in collaboration with the County staff and its representatives, which shall include, but not be limited to:

- Obtain all required approvals and permits from the County and any other agency with jurisdiction, to design and construct the Project.
- Develop the design of scope, structural design, design documents as required, design coordination, vendor procurement and solicitation, sequencing, scheduling, budgets (including value engineering), and communication for the Project.
- Report to the County on Project status on a regular basis throughout the course of the Project. Prepare and present status reports to the County, any committees, and the Board of Supervisors, as applicable.
- Retain architects, contractors, construction managers, program managers, project inspectors, and other specialty technical consultants as needed.
- Coordinate work with subconsultants, such as soils and geotechnical consultants, environmental consultants, and other consultants not under the project architect. Participate in planning workshops and all other required public hearings or meetings, as applicable.
- Manage and secure CEQA compliance and other regulatory requirements.
- Work with the County to pursue any funding sources available for this project.
- Develop and maintain an overall cost and schedule reporting system for the

Project.

- Prepare periodic summaries of Project expenditures for County review. Maintain current status of all obligations, commitments, and expenses against the Project.
- Submit necessary reports to federal, state, and local authorities. Ensure that all other Project participants submit necessary documentation.
- Work with the County to develop criteria for residential occupancy by County workforce.
- Provide, either directly or through qualified third-party entities, professional and customary property management services for the operation of the Project, including, but not limited to, leasing residences, routine maintenance and upkeep of the Project, deferred and major maintenance and repair, and any other activities typically associated with managing and operating a residential development.
- Provide quarterly reports to the County summarizing overall occupancy levels and operational updates through the duration of the ground lease.

## **B. Project Parameters & Considerations**

Land use approvals, design review, environmental compliance, and building permits will be processed through County procedures.

The site is located in the City's El Pueblo Viejo Landmark District which has a set of design guidelines, particularly in scale, materials, and streetscape integration. The County is committed to advancing the project with respect for, but not strict adherence to, the surrounding community context and the architectural character of downtown Santa Barbara. The Developer may have flexibility in parameters such as height, parking, and density, enabling the development team to propose creative and financially feasible concepts that align with the County's broader goals for attainable and workforce housing.

The County anticipates that redevelopment of the Site will require attention to the following:

- **Construction Permits and Inspections** – Coordination with the County for any necessary approvals.
- **Parking and Mobility** – Strategies to reduce vehicle dependence through shared parking, car-share spaces, and bicycle facilities.
- **Sustainability and Resilience** – Energy-efficient design consistent with CALGreen and Title 24; consideration of all-electric building systems and rooftop solar readiness.
- **Urban Design and Compatibility** – Architectural character that respects Santa Barbara's historic context and urban scale.

- **Community Engagement** – Transparent and collaborative outreach process with neighbors, employers, and stakeholders.
- **Infrastructure and Utilities** – Coordination with local agencies to confirm service capacity and identify any needed upgrades.
- **Construction Timing and Sequencing** – Alignment with the Probation Department’s relocation schedule to minimize operational disruption.

### **C. Funding Conditions**

The following funding conditions will be a part of the Project:

- The Respondent should not assume the County will participate in any way with the financing of the proposed project.
- The Developer will provide funding for all aspects of the design, construction, and operation of the development at its own cost and expense, including the placing of deposits and/or reimbursing the County for its costs associated with reviewing and processing the development proposal.
- The County owns the Site and anticipates entering into a ground lease for the Site with the Developer.
- The Respondent will be required to demonstrate adequate debt and equity financing to construct and operate the property on a long-term basis.
- It is intended that the Developer would be required to pay for any environmental remediation.
- The Developer will be responsible for payment of any applicable property taxes for the property and personal property taxes for the development, but may be entitled to apply for applicable property tax exemptions.
- The Developer will be required to pay prevailing wages for construction and development of the Project.
- In collaboration with the County, the Developer, at its cost, must secure all approvals and permits necessary for the construction of the Project.

### **D. Insurance Requirements**

See Insurance Exhibit attached.

### **1.3 Joint Occupancy Structure**

This development shall comply with all components of California provision 25549.1 through 25549.13 which dictates the rules of joint occupancy. Following adoption of a Resolution declaring the land surplus exempt, the Joint Occupancy will need to be in place before the contract is awarded. The County Board of Supervisors may lease to any private person, firm, or corporation, any real property which belongs to the County if the instrument by which such property is let requires the lessee therein to construct on the premises, or provide for the construction thereon, of a building or buildings, for the joint use of the County and the private person, firm, or corporation during the term of the lease



or agreement. Title to such portion of the building to be occupied by the County may vest in the County.

#### **1.4 Selection of Proposal**

(a) After considering all proposals submitted, the County Board of Supervisors shall have the authority to select the plan or proposal which best meets the needs of the County and to enter into a lease or agreement incorporating that plan or proposal either as submitted or as revised by the Board.

(b) The Board shall require any person, firm, or corporation with whom it enters into a lease or agreement pursuant to this article to file a bond for the performance of the lease or agreement for the completion of the building to be constructed.

(c) The Board of Supervisors shall have the authority to review and approve the plans and specifications of any building constructed for use of the County pursuant to this article.

#### **1.5 Terms of Lease**

The term of any lease or agreement entered into by a County pursuant to this article shall not exceed sixty-six (66) years.

### **SECTION 2: OVERVIEW OF THE SOLICITATION PROCESS**

#### **2.1 Overview**

The procurement process is being managed in coordination with the County's development advisor, Brailsford & Dunlavey ("**B&D**"), which is assisting with procurement administration and evaluation support. This procurement will be conducted in accordance with applicable federal, state, and local laws, and County policies and procedures.

#### **2.2 Outline of the RFP Phase**

Only the short-listed Respondents will advance from the Request for Qualifications (RFQ) to this RFP phase, where the focus shifts entirely from consultant qualifications and capabilities to project delivery. During the RFP, each team will be invited to submit a comprehensive proposal that includes:

- A development concept and vision for the site.
- A program of unit types and quantities, and preliminary unit plans illustrating the proposed residential mix, rental rates, and design intent.
- A preliminary development pro forma showing project costs, assumptions, and clearly identified funding sources and preliminary financial structure and sources-

and-uses of capital plan (e.g., equity, debt, and subsidy sources).

- A project schedule showing key milestones from concept approval through completion, lease-up, and occupancy.
- Draft business terms for a ground lease or comparable public-private structure.
- Information on design quality, sustainability, operations, asset management, and community engagement strategies.

During the RFP phase, short-listed developers will have the opportunity to identify and propose key design, construction, and financial partners as part of their comprehensive development proposal.

The RFP phase may include interviews to discuss the County's objectives, clarify expectations, and allow Respondents to refine their approach. The County may issue addenda to the RFP to capture shared understandings that emerge from those interviews.

After proposals are submitted, the County will evaluate them based on best meeting the needs published in the Best Value criteria (see Section 4.2) and identify a preferred Respondent/Developer for recommendation to the Board of Supervisors.

## 2.3 Procurement Schedule

The following schedule represents the County's anticipated timeline for the procurement process. Dates are subject to change at the County's sole discretion through written addendum.

Milestone / Activity	Date (Tentative)	Notes
RFP issued to short list	January 7, 2026	
Deadline for written questions	January 26, 2026	
County issues addenda / responses	February 6, 2026	
RFP Responses due	March 6, 2026	
Interviews	Early March 2026	<i>at County's discretion</i>
Preferred Respondent identified	March 31, 2026	
Board of Supervisors authorization of ENA or DDA negotiations	May 5, 2026	

## 2.4 Negotiation and Agreement

Following Board authorization, the County intends to enter into an Exclusive Negotiating Agreement ("**ENA**") or comparable pre-development agreement with the selected

development team. The ENA will guide due diligence and financial structuring leading to execution of a Ground Lease or Disposition and Development Agreement (“**DDA**”) that defines construction, operations, and long-term responsibilities.

Through this phased approach, the County aims to give Respondents a transparent and collaborative process – one that rewards creativity and feasibility, invites early dialogue, and leads to a lasting partnership capable of delivering meaningful workforce and affordable housing for Santa Barbara. A P3 model subject to replication is a desirable deliverable.

## **2.5 Vendor Registration and Access to Procurement Documents (Public Purchase)**

All communications and addenda will be issued only through Public Purchase. For technical assistance, email [support@publicpurchase.com](mailto:support@publicpurchase.com) or use the online help guides.

## **2.6 Conflict of Interest and Communications with the County**

Consultants who assisted the County in preparing this RFP are not eligible to participate in any Respondent team. All questions and communication must occur through Public Purchase. Contact with other County employees, representatives, or consultants regarding this procurement outside those channels is prohibited and can result in disqualification.

## **2.7 Questions and Clarifications**

All questions must be submitted in writing via Public Purchase by the deadline listed in Section 2.3 Procurement Schedule. Consolidated responses and clarifications will be posted as addenda on Public Purchase by the date identified in that schedule. Oral communications are not binding.

## **2.8 Addenda**

If revisions or clarifications to this RFP are necessary, the County will issue written addenda via Public Purchase. Respondents are responsible for monitoring the portal and acknowledging receipt of all addenda in their submittal. No addenda will be issued fewer than five (5) business days before the submission deadline.

## **2.9 Late Proposals**

Proposals received after the exact time and date specified in Section 2.3 will not be accepted. It is the Respondent’s responsibility to ensure timely delivery.

## **2.10 Respondent Costs**

Respondents are solely responsible for all costs associated with preparing and submitting the RFP, attending meetings or interviews, or otherwise participating in this procurement. The County will not reimburse any expenses.

## **2.11 County Rights and Procurement Conditions**

The County reserves, without limitation, and may exercise at its sole discretion, the following rights and conditions with respect to this procurement process:

1. To cancel the procurement and reject any and all Proposals.
2. To waive any informality or irregularity in the procurement process.
3. To revise the procurement documents and schedule via addendum.
4. To reject any Respondent that submits an incomplete or non-responsive Proposal.
5. To require confirmation of information furnished by a Respondent, request additional evidence of qualifications, or seek clarification of submitted materials.
6. To provide clarifications or conduct discussions, at any time, with one or more Respondents.
7. To contact references not listed in the Proposal and to investigate statements or representations made in the Proposal or subsequent Proposal.
8. To take any action affecting the RFP process, or Project that the County determines to be in its best interests, and
9. To approve or disapprove the use of key team members, and any substitutions or changes thereto.

Submission of a Proposal constitutes acceptance of these conditions.

## **2.12 Public Disclosure**

All submittals are public records under the California Public Records Act (Gov. Code § 6250 et seq.). Proprietary or confidential information must be clearly marked “CONFIDENTIAL” and easily separable from non-confidential portions. The County will determine whether such materials may be withheld from disclosure and will endeavor to provide at least two (2) business days’ notice of any public-records request involving submitted materials.

## **SECTION 3: SUBMITTAL REQUIREMENTS**

### **3.1 General**

Respondents shall carefully review all requirements of this RFP. Submittals shall provide sufficient information to allow the County to evaluate the Respondent's experience, capacity, and approach relative to the goals of this procurement. The information requested in this Section 3 is mandatory; incomplete or conditional submissions may be deemed non-responsive.

All Proposals must be clear, well organized, and limited to the content described herein. The County reserves the right to verify the information provided and to request additional data or clarifications.

### **3.2 Submittal Format**

Each Proposal shall be submitted electronically through Public Purchase by the deadline specified in Section 2.3 – Procurement Schedule.

Unless otherwise directed, no hard-copy submissions will be accepted.

Proposals shall be formatted as follows:

- Page Size: 8½ × 11 inches (11 × 17-inch fold outs permitted for graphics).
- Font / Spacing: Minimum 11-point, single spaced.
- Page Limit: Maximum forty (40) pages, excluding cover, table of contents, dividers, resumes and tax returns.
- File Format: Single searchable PDF (10 MB maximum).
- Order and section numbering shall match the outline below.

### **3.3 Submittal Process and Delivery**

Responses must be submitted electronically through Public Purchase by the deadline in Section 2.3 – Procurement Schedule. Respondents are responsible for verifying that their upload is complete and successfully received.

Late submittals will not be accepted, and no exceptions will be made for technical issues or delays. Respondents must ensure all materials are properly formatted and uploaded before the deadline. All addenda and communications will be issued only through Public Purchase, and it is the Respondent's responsibility to check the portal for updates.

### **3.4 Submittal Requirements**

Each Proposal shall contain the following sections in the order shown. Respondents are encouraged to provide concise, factual responses that demonstrate experience, capability, and alignment with the County's objectives.

## **1. Summary/Cover Letter**

Provide a concise narrative description of the proposal for developing the Site, including the development's overall size, uses, resident and community amenities, general layout, and summarized financing plan.

- Provide the legal name, type of entity, primary contact person, mailing address, email, and phone number.
- Acknowledge receipt of all addenda.
- Confirm the Respondent's intent to hold its proposal open for at least one hundred eighty (180) days.

## **2. Development Team**

Provide the name of each organization, names of the Director and primary contact persons, and phone numbers and email addresses for each of the following:

- Lead Developer
- Co-Developer (if applicable)
- Development Consultant (if applicable)
- Lead Architect
- General Contractor (if known)
- Property Manager
- Service Provider(s) (if applicable)

For each Developer or Co-Developer, submit a current copy of the following documents:

- Certificate of good standing from California Secretary of State
- Certification of 501(c)(3) status from the Internal Revenue Service (for any nonprofit corporations).
- The latest two (2) years of tax returns or audited financial statements (with management letters, if any).

## **3. Developer Team Experience and Capacity**

### **a. Developer Experience**

Describe at least one and no more than five (5) projects completed in California or under development by Respondent, including co-developer or development consultants if any, using one page per Project and including the following information for each Project in the following order:

- Developer or consultant's name and role in the project

- Location of the project
- All uses included in the project, including resident or community amenities (e.g. childcare center, tenant services space), etc.
- Total number of units and unit mix
- Construction type(s)
- Target Population, including affordability levels if applicable
- Summary of all financing sources
- Total residential square footage, including private and common area open space, and parking if applicable
- Green building elements, if any Retail or Commercial space, if any
- Experience with community outreach for the project
- Current project status with dates of commencement, completion, as appropriate
- Whether the project was completed on/under/over budget and on/ahead/behind schedule.

#### **b. Development Capacity**

Summarize in one page the organizational structure of the development team that will be responsible for developing the Project, including the roles of Developer, Co-Developer and Development Consultant. Identify and briefly describe the experience of key project development staff. Describe their projected workload for the period of the Project's development.

#### **c. Ownership Experience and Capacity**

Summarize in one page the ownership experience and, also in one page, the asset management capacity of the proposed owner of the Project, including descriptions of:

- The current asset management structure, staffing, and portfolio of the proposed owner, and its capacity for assuming asset management of an expanded portfolio once development is complete.

#### **d. Lead Architect Experience**

Using no more than one page per project, describe at least one but no more than 5 (five) completed Architect projects, including the projects:

- Location
- Number of units
- Type of construction
- Completion dates

- Target population
- On-site amenities or associated uses
- Green building design features (if applicable)
- Client contact information for each Project.
- Describe the projected workload of key staff expected to be involved in the development of the Project.

#### **e. Property Manager Experience**

Describe the following (For either the Developers in-house or related property management company/team or the proposed third-party property management team):

- At least two projects that have been managed for at least 24 months, all of which must be 50 units or more in size. Describe their location, resident population, associated uses and amenities, size, capital financing sources, and relevant dates of service.
- The total number of buildings in the property management company's portfolio and the number of years each building has been successfully managed.
- The firm's experience with mixed-income housing projects, as well as its track record providing sound operational and building management, and its standard procedures regarding resident outreach/marketing.

### **4. Development Concept and Site Plan**

Please prepare and submit a conceptual design that includes:

- Narrative Project Concept Description

In 1,000 words maximum (or maximum of 2 pages) describe the major qualities and features of the project design concept. When describing public and common areas and amenities, indicate what anticipated activities they accommodate.

The description should include the following:

- Overall rationale for configuration of building and open spaces on the parcels.
- Proposed tenant amenities (e.g., community rooms, youth space, etc.)
- How the design concept fits within the neighborhood context (appropriate size, mass, bulk, height, and scale, address the historic character, pedestrian-friendly qualities, and architecture of the urban grid area of Santa Barbara)



- Description of the proposed community amenities, especially with respect to open space
- Parking concept and rationale

## **5. Conceptual Design Document Submission Requirements & Limitations**

Respondents shall limit their design document submissions to the following:

- Site plan showing building massing and the relationship of buildings, open space, private pedestrian walkway, streets and parking areas. Indicate locations of main residential entrances, auto ingress/egress, etc. Indicate approximate square footages for these spaces on the plan.
- Conceptual floor plans for ground floor and typical residential floor showing proposed uses and units. Ground floor uses shall identify approximate square footages of each program area. Typical Residential Floor plans shall indicate the number of bedrooms per unit but not show unit layouts.
- Aerial representation of overall building massing.
- Street level representation of building presence.

## **6. Financing and Cost-Control Innovations**

Describe the overall financing plan as further described and in conformance with the requirements, including:

- Predevelopment and development sources & uses budget
- 20-year cash flow, including any commercial income/expenses
- Year 1 operating budget, including any commercial income/expenses
- A proforma Excel file along with the electronic submission of response

## **7. Community Outreach Plan**

Submit a Community Outreach plan that describes how the selected development team will establish positive links with surrounding neighbors and the larger community and provide them with periodic updates and opportunities to provide input throughout the development process.

## **8. Initial Services Concept Plan**

Submit an initial services concept plan that describes how the selected development team will establish linkages with appropriate services to meet the needs of residents. The plan should address any costs associated with services provision and source identified to fund these costs.

## 9. Evidence of Authority

Provide a certified corporate resolution of the developer or, in the case of a partnership, the developer's general partner, expressly authorizing the developer to provide a response to this RFP and, if selected by the County, to enter into negotiations with the County for the long-term lease of the Site.

## **SECTION 4: EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

### 4.1 Overview

All Proposals received by the due date will be reviewed for responsiveness and completeness. Responsive submittals will be evaluated by a County evaluation committee in accordance with the criteria and relative weights described below.

The County may verify information, request additional data, and contact references. Evaluations will be based solely on the materials submitted and any clarifications requested by the County.

### 4.2 Evaluation Criteria and Weights

The County's evaluation will focus on the quality of proposed development and qualifications of proposed development team that demonstrate the ability to work collaboratively and effectively, deliver a feasible and community-aligned development, and advance the County's regional goals for affordable housing. The criteria and relative weights are shown in the table below:

No.	Evaluation Category	Description of Considerations	Maximum Points
	Compliance	History of compliance with fair housing laws, prevailing wages when required, labor laws, no unresolved litigation.	Pass/Fail
1	Team Organization and Key Personnel	Qualifications and track record of the lead developer and its key personnel; clarity of organizational structure; demonstrated ability to assemble and manage design, construction, and financial partners on prior projects.	20
2	Relevant Experience and Past Performance	Record of successfully delivering comparable projects such as public-private partnerships, affordable, workforce, or mixed-income housing; quality of design and	10

		construction; collaboration with public agencies; demonstrated ability to meet schedules and budgets.	
4	Design Approach	Demonstrated ability to provide quantity of units alongside safe, secure, and sustainable quality of construction and design.	20
5	Financial Approach	Demonstrated financial strength and access to capital; ability to secure financing for projects of similar scale; experience layering funding sources (e.g., LIHTC, state HCD, tax-exempt bonds); overall financial strategy and understanding of risk allocation in public-private transactions. Presentation and feasibility of proforma.	20
6	Understanding of the Project and County Objectives	Depth of understanding of the site, County priorities, and community context; insight into potential challenges and strategies to address them; alignment with County goals, particularly with regard to affordability.	15
7	Project Schedule and Delivery	Consistency and dependability of the delivery process. Clear project schedule and commitment to meet critical path milestones.	15

**TOTAL      100**

#### **4.3 Optional Interviews**

At its discretion, the County may invite one or more Respondents for interviews or presentations to clarify elements of the Proposal. Interview results may be used to adjust final scores or rankings. Failure to participate in an interview, if requested, may result in disqualification.

#### **4.4 Reference Checks**

The County reserves the right to contact references provided in the Proposal and others familiar with the Respondent's past work. Information obtained from references may be considered in the final evaluation.

#### **4.5 Selection and Notification**

Following completion of evaluations, the County will rank Respondents and recommend the most qualified teams. All Respondents will be notified in writing of the recommendation, and all proposals will be provided to the Board of Supervisors. Final selection of the Preferred Respondent after the RFP phase will be subject to approval by the Santa Barbara County Board of Supervisors.

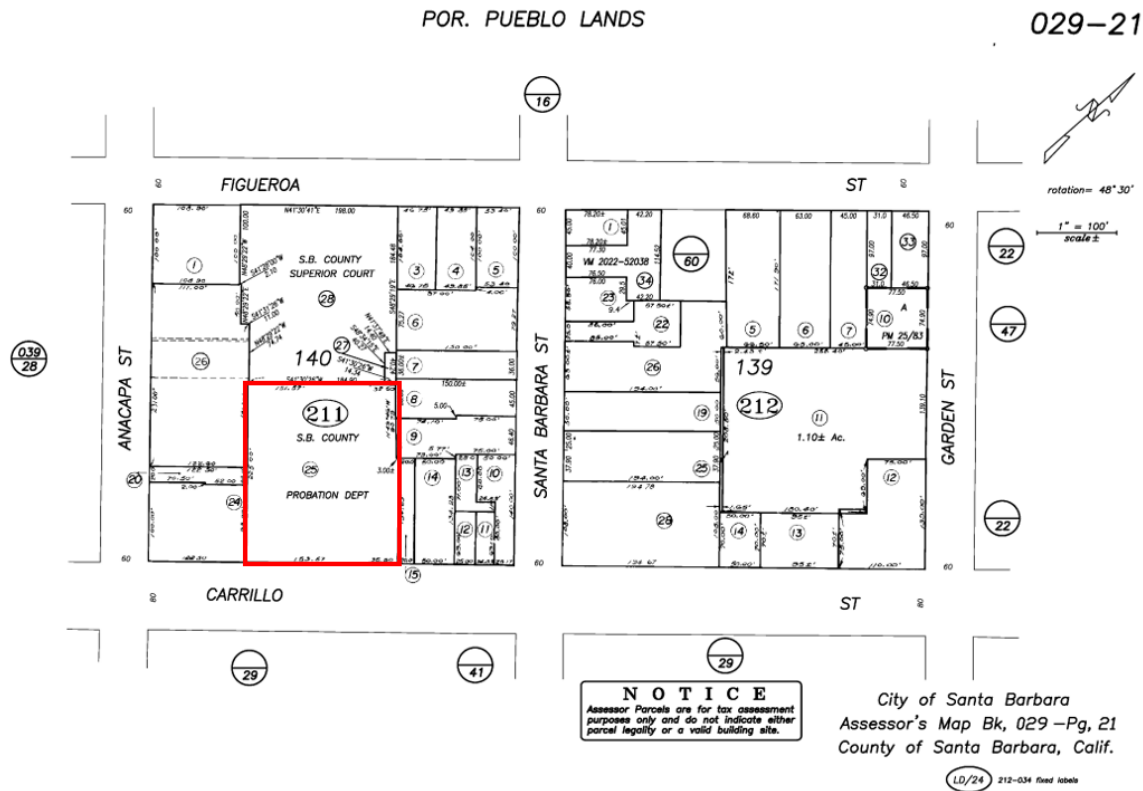
## **SECTION 5: LIST OF ATTACHMENTS**

### **5.1 Attachment “A”: Property Profile**

### **5.2 Attachment “B”: Preliminary Title Report & Easement Map**

## ATTACHMENT "A" Property Profile

**Figure 1: Assessor's Map**



**Figure 2: Aerial**



<b>Location</b>	<b>123 E CARRILLO ST, SANTA BARBARA, CA 93101</b>
<b>Owner</b>	COUNTY OF SANTA BARBARA
<b>Parcel Number (APN)</b>	029-211-025
<b>Land Use Category</b>	NOT APPLICABLE
<b>Land Use Description</b>	NOT APPLICABLE
<b>Assessed/Calculated Acreage</b>	0.97 acres
<b>Assessed Lot Square Footage</b>	42,253 SF
<b>Total Assessed Value</b>	\$0
<b>Property Tax</b>	\$0
<b>Assessed Year</b>	2024
<b>Last Market Sale Date</b>	1945-06-02
<b>Last Market Sale Price</b>	\$0
<b>School District</b>	Santa Barbara Unified School District
<b>Transaction History Note</b>	NO TRANSACTION HISTORY IS AVAILABLE FOR THIS PROPERTY WITHIN THE LAST 10 YEARS

<b>Population</b>	<b>Current Total Population</b>	<b>30,136</b>
	Population Density	9,386 per square mile
	5 Year Population Projection	8.96%
	Median Age	37
<b>Households</b>	Total Households (Current)	12,955
	Owner Occupied Units	2,891
	Renter Occupied Units	10,064
<b>Income</b>	Median Household Income	\$82,325
	Average Household Income	\$119,112
	Median Owner-Occupied Value	\$916,819
	Median Rent	\$1,751
<b>Housing Stock</b>	Median Year Built	1973

**ATTACHMENT “B”**  
**Preliminary Title Report and Easement Map**

## Preliminary Report

**File No.:** FSBA-4201250640-SA

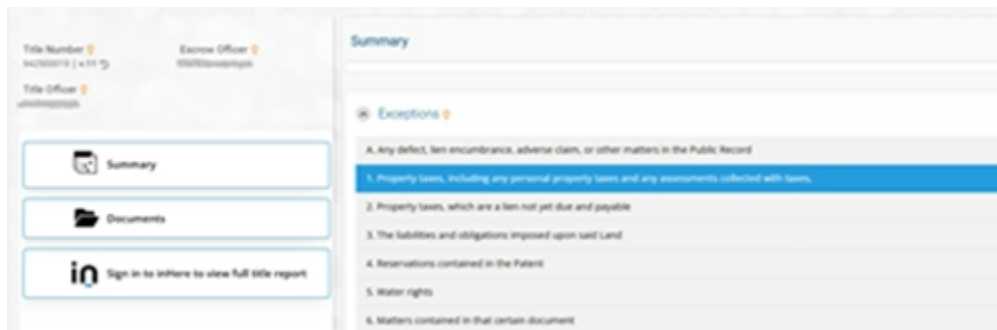
**Escrow No.:** FSBA-4201250640-JTH

**Property Address:** 123 East Carrillo Street, Santa Barbara,  
CA

**Title Officer:** Steven Amenta

**Escrow Officer:** Jacinta Hoang

### Welcome to the new titleLOOK®!



titleLOOK upgrades the traditional title report experience from a static report with large zip files of supporting documents to a real-time interactive title report. With titleLOOK, you'll enjoy:

- an easy-to-use summary page of your report findings
- color-coded requirements and exceptions so you can focus on what is important
- hyperlinks directly into the documents referenced on your report
- a transparent and convenient title report experience

[Click to view custom titleLOOK®](#)

# inHere®

When you click on the above button/link to access your titleLOOK report, you will be taken to inHere, our platform designed to transform the experience of buying or selling real estate from the moment a transaction is started all the way through closing. inHere provides a safe and convenient method of delivering documents and information about your real estate transaction.





## 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:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Ron Lloyd  
Authorized Officer or Agent



Visit Us on our Website: [www.fntic.com](http://www.fntic.com)



**ISSUING OFFICE:** 3700 State Street, Suite 100, Santa Barbara, CA 93105

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Fidelity National Title Company  
3700 State Street, Suite 100 • Santa Barbara, CA 93105  
(805)879-9400 • FAX (805)879-9450

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

**PRELIMINARY REPORT**

Title Officer: Steven Amenta  
Email: [Samenta@fnf.com](mailto:Samenta@fnf.com)  
Title No.: FSBA-4201250640-SA

Escrow Officer: Jacinta Hoang  
Email: [Jacinta.Hoang@fnf.com](mailto:Jacinta.Hoang@fnf.com)  
Escrow No.: FSBA-4201250640 -JTH

TO: County of Santa Barbara - General Services Department  
County of Santa Barbara - General Services Department  
Santa Barbara, CA 93110  
Attn: Andi Hollingshead

**PROPERTY ADDRESS(ES):** 123 East Carrillo Street, Santa Barbara, CA

**EFFECTIVE DATE: September 24, 2025 at 07:30 AM**

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

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021 Extended

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:](#)

County of Santa Barbara, a body politic and corporate

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\(s\): 029-211-025](#)

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

THAT PORTION OF BLOCK 140 IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE SURVEY MONUMENT SET IN THE SOUTHEASTERLY LINE OF SAID BLOCK 140 BEING IN THE NORTHWESTERLY LINE OF CARRILLO STREET AND DISTANT NORTHEASTERLY 122.5 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID LINE OF CARRILLO STREET AND INTO SAID BLOCK, 225 FEET TO A POINT; THENCE NORTHEASTERLY PARALLEL WITH SAID NORTHWESTERLY LINE OF CARRILLO STREET 184.07 FEET TO A PIPE SET AT AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF A TRACT OF LAND MARKED "W. H. PERRY" AS SHOWN ON THE MAP OF A SURVEY OF A PORTION OF SAID BLOCK 140 FILED IN [BOOK 16, PAGE 147](#) OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, SAID PIPE BEING DISTANT SOUTHWESTERLY 150 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SANTA BARBARA STREET, AS SAID STREET IS SHOWN ON SAID MAP; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID "W. H. PERRY" TRACT AND THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE SOUTH 49° 46' EAST 90.79 FEET TO A PIPE SURVEY MONUMENT SHOWN ON SAID MAP; THENCE NORTHEASTERLY PARALLEL WITH SAID NORTHWESTERLY LINE OF CARRILLO STREET 3.00 FEET, MORE OR LESS, TO A POINT DISTANT SOUTHWESTERLY 145 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINE OF SANTA BARBARA STREET; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF SANTA BARBARA STREET 134.23 FEET TO SAID NORTHWESTERLY LINE OF CARRILLO STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, 189.07 FEET TO THE POINT OF BEGINNING.

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

1. There were no taxes levied for the fiscal year 2025-2026 as the property was vested in a public entity.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. 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.
4. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: December 14, 1972  
Recording No.: 48982 in [Book 2435, Page 331](#), Official Records  
Redevelopment Agency: Central City Redevelopment Agency

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: September 1, 1977  
[Recording No.: 77-44507](#), Official Records and recorded December 9, 1998 as [Instrument No. 98-96033](#) of Official Records

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

Granted to: Southern California Edison Company  
Purpose: Public utilities  
Recording Date: September 25, 1991  
[Recording No.:](#) [91-64506](#), of Official Records  
Affects: A 10 foot strip and a 4 foot strip over a portion of said land

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

Granted to: Southern California Edison Company, a corporation, its successors and assigns  
Purpose: a permanent easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and /or remove, at any time and from time to time, underground electric lines (consisting of existing and future wires); underground conduits, cables, vaults, manholes and handholes; and including underground and/or above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment, necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means  
Recording Date: May 25, 2018  
[Recording No.:](#) [2018-0021716](#), of Official Records  
Affects: A portion of said land, as described therein

**EXCEPTIONS**  
(continued)

7. Matters contained in that certain document

Entitled: Easement Agreement (Grant of Permanent Easement)  
Dated: May 22, 2018  
Executed by: The County of Santa Barbara, a political subdivision of the State of California, its successors or assigns and Southern California Edison Company, a corporation, its successors and assigns  
Recording Date: May 25, 2018  
Recording No.: 2018-0021716, of Official Records

Reference is hereby made to said document for full particulars.

8. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

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

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

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

11. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

12. Any lien or right to a lien for services, labor or material not shown by the Public Records.

13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

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

15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

16. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): County of Santa Barbara, a body politic and corporate

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

**EXCEPTIONS**  
(continued)

**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 charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** 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 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended 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 5.** Note: 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 6.** 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 a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- 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.

**NOTES**  
(continued)

**Note 9.** The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

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

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

**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.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2025

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);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; 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 these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **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 affiliated or 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 affiliated or nonaffiliated third parties 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 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**

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.

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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 ([fnf.com/california-privacy](http://fnf.com/california-privacy)) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: [aginqueries@ag.state.nv.us](mailto:aginqueries@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 additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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**

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 or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), 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 (11-09-18)

### EXCLUSIONS FROM COVERAGE

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

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

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

## ATTACHMENT ONE (CONTINUED)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

#### EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

## ATTACHMENT ONE (CONTINUED)

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, or regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by You;
    - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
    - c. resulting in no loss or damage to You;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
    - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
  4. Lack of a right:
    - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
    - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
  5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 30.
  7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
  9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
  10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### 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)

### 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:	1.00% 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)

### ALTA OWNER'S POLICY (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## **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.

#### **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:

*NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## 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  
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 Co.  
FNTIC - Fidelity National Title Insurance Co.  
NTINY - National Title Insurance of New York

### **Available Discounts**

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)**

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.

#### **DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

## Notice of Available Discounts

(continued)

### **DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

### **MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)**

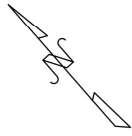
Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

### **MILITARY RATE (SLTC)**

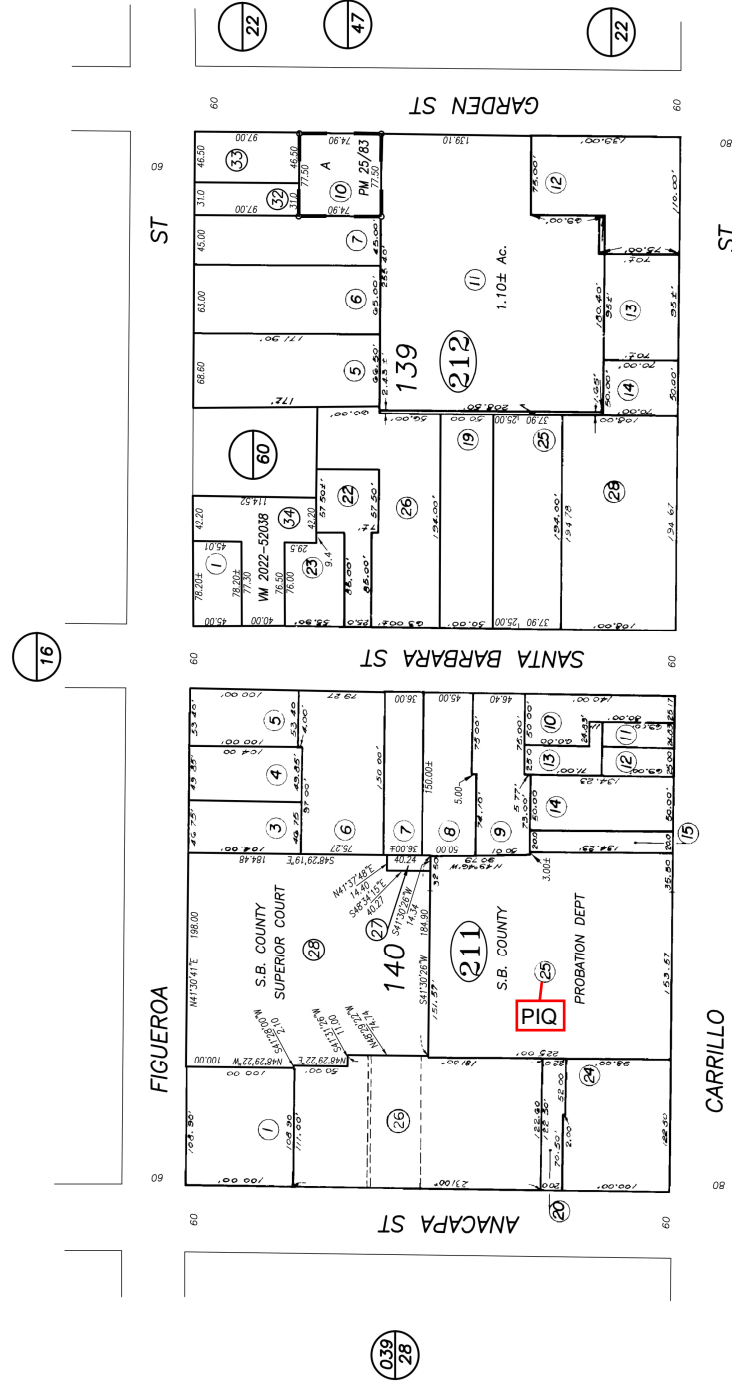
A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



rotation = 48° 30'

1" = 100'  
scale ±



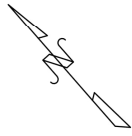
**NOTICE**  
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Santa Barbara  
Assessor's Map Bk, 029 -Pg, 21  
County of Santa Barbara, Calif.

LD/24 212-034 fixed labels

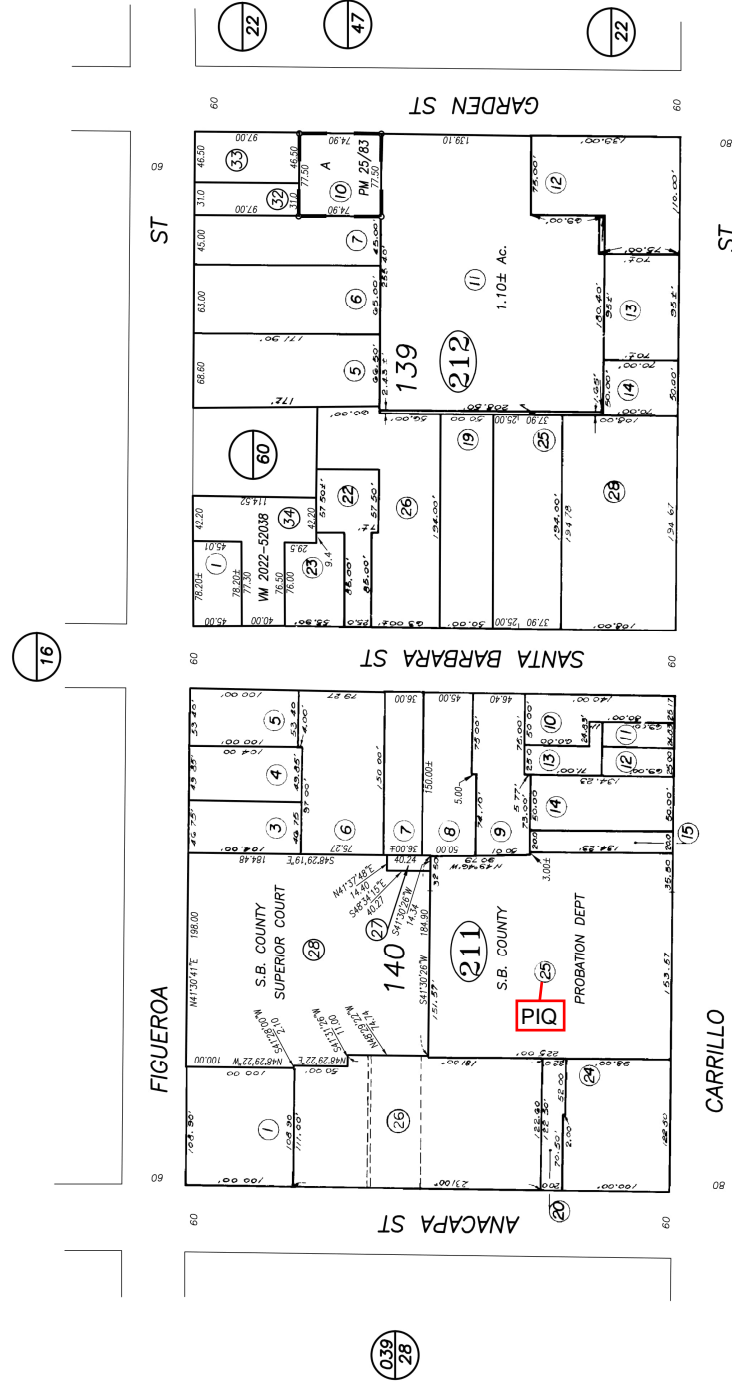
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