

# Applicant Letter - Exhibits 4-6

#1

LATE  
DIST

**Brianda Negrete**

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**From:** Steinfeld, Amy <ASteinfeld@bhfs.com>  
**Sent:** Friday, October 28, 2022 11:50 AM  
**To:** sbcob  
**Cc:** Dargel, Joseph; Vosburg, Alia; Haley Kolosieke (Haley@sepps.com); Laurel Fisher Perez (laurel@sepps.com)  
**Subject:** EXHIBITS from Applicant (Nojoqui Farms) Exhibits to BOS in Support of LUP 19LUP-00000-00530, Nov. 1, 2022 hearing  
**Attachments:** Exhibit 4.pdf; Exhibit 5.pdf; Exhibit 6.pdf

**Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.**

Dear Clerk of the Board,

Attached please find the Applicant's remaining exhibits (**Exhibits 4-6**), which are referenced in the Applicant's comment letter.

Please confirm receipt. Thank you.

Best regards, Amy

***Amy M. Steinfeld***

**Brownstein Hyatt Farber Schreck, LLP**

1021 Anacapa Street, 2nd Floor

Santa Barbara, CA 93101

805.882.1409 tel

805.335.0614 cell

[ASteinfeld@bhfs.com](mailto:ASteinfeld@bhfs.com)

***Brownstein - we're all in.***

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To: Shannon Conn  
Nojoqui Farms

Subject: Review of Pertinent Documents Prepared by Katherman Exploration for Nojoqui Farms Operations.

Walch Geosciences was contracted by Nojoqui Farms to evaluate and comment on the "Hydrology/Ground Water Report" and subsequent associated documents including the "Water Source & Water Demand" (Original, Revised and Addendum). These reports were prepared for Nojoqui Farms by Katherman Exploration and are dated from April 18, 2021, through June 21, 2022. This review included study of each of the pertinent documents, maps, cross sections, pump test results and other supporting documents.

The "Hydrology/Ground Water Report" dated April 18, 2021, was prepared to supplement a Single Parcel Water System application and presents the geology and ground-water hydrology as applicable to the Nojoqui Farms property near Buellton, California. This report provides background information on the water supply wells for the property. The primary well, or Main Well, to be used for the farming operation was drilled in 1964 and completed to produce from a gravel layer between 44' and 49' below ground surface (bgs). Review of the Well Completion Report for this well confirmed the presence of an overlying clay layer in the subsurface from about 2 feet bgs to 45' bgs. Clays generally are of low permeability and do not transmit water readily. The clay layer in the Main Well appears to be a confining layer that does not allow communication between surface water (i.e., Nojoqui Creek water) and the underlying ground-water aquifer.

The 4-hour pump test of the Main Well appears to be an adequate test as the pumping water level stabilized over the last 2 hours of the test at a relatively consistent pump rate. Following cessation of pumping, the water recharged to within 0.5 feet of the static level after only 2 minutes, and almost fully recharged after 30 minutes. This suggests that recharge water is flowing laterally from a relatively large ground-water area around the well and is not seeping downward from the surface water in Nojoqui Creek. Water quality in the Main Well is good.

The "Water Source & Water Demand" documents dated March 15, 2022, and June 21, 2022, provided additional information regarding the Main Well and two secondary wells on the property. These wells may be used as backup to the Main Well for the proposed cannabis cultivation. Additional information on the completion and testing of the Main Well also was included. Noted in these reports are the monitoring of Nojoqui Creek and two nearby water wells during the pump test of the Main Well. The monitoring showed little or no effect to water levels as a result of the pump

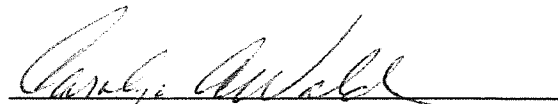
test. These monitoring results confirm that water pumped from the Main Well is derived from a subsurface aquifer in the alluvium with adequate stored water and is not from water infiltrated from the Creek. Additional support is documented in that the water quality in the Creek is much better than that in the well water.


A study of Well Completion Reports for wells drilled on nearby and adjacent properties confirms that ground water in this small alluvial basin is produced not only from the alluvial aquifers but also from aquifers in deeper, older sedimentary formations underlying the alluvium. The Nojoqui alluvial basin is not a part of the larger regional Santa Ynez River ground-water basin found in the Buellton/Solvang areas.

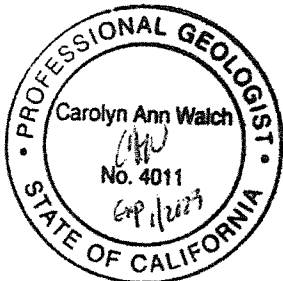
The water consumption analysis and calculations for the cannabis cultivation appears comprehensive and is based on actual data from nearby farms. Water consumption of 1.2 AcFt/Acre for this project is within reason. Personal experience with studies for a proposed cannabis operation in San Luis Obispo County indicated that the water consumption for an outdoor grow would be 0.99 AcFt/Acre. The estimated water demand for the Nojoqui Farms operation is consistent with this external data.

Overall, the review of the documents noted above has not revealed any items or arguments that I would contest. These reports appear complete and the conclusions well justified.

Respectfully submitted,

  
Carolyn A. Walch  
CA Professional Geologist #4011

  
Date



## RESUME

CAROLYN WALCH

Walch Geosciences, Consulting Geologist  
1517 Stowell Center Plaza, Suite "O", Santa Maria, CA 93458  
(805) 448-0990

Carolyn Walch is a California Professional Geologist with 40 years of experience in oil exploration and development, groundwater projects and environmental services. Energy projects have included the generation and presentation of exploration, step-out and infield oil and gas drilling prospects in the Santa Maria, Sacramento, San Joaquin and Ventura basins of California. Groundwater projects have involved characterization of aquifer systems and modeling small groundwater basins. Environmental experience includes the planning and implementation of environmental assessments including investigation and remediation of soil and/or ground water contaminated with hazardous compounds.

### RECENT EXPERIENCE

**Principal, Walch Geosciences, Santa Maria, California** **1994-Present**  
Geologic consulting for oil and gas, groundwater and environmental companies, and private parties.

#### Oil Exploration and Development

- Provides surface and subsurface geologic mapping and prospect development using outcrop, well log, and geophysical data.
- Evaluates petroleum producing properties and the economic viability of drilling prospects.
- Coordinates drilling prospects with geologic and engineering staff.
- Obtains permits, and assists with air quality permits
- Supervises mud logging and open- and cased-hole wireline logging activities, sidewall sampling and open-hole testing.
- Prepares data for underground injection permits and aquifer exemption.
- Performs seismic data analysis and interpretation.

#### Groundwater Resource Evaluation

- Characterizes aquifer parameters from pump test and other data sources.
- Conducts groundwater monitoring and evaluates water quality data.
- Assists in modeling small ground-water basins.

#### Environmental Consulting

- Performs Phase I, II, and III environmental assessments including investigation and remediation of contaminated soil and ground water.
- Performs Phase I Environmental Assessments and Minerals Opinions for land trust projects.
- Serves as project manager for the development and implementation of assessment and remediation programs; work force coordination; scheduling and budgeting; and client/regulatory agency liaison.
- Monitors hazardous materials clean-up efforts for illegal landfills and commercial chemical spills.

**RELATED EXPERIENCE**

Senior Geologist Underground Energy, Inc., Santa Barbara, California	2011 to 2015
Senior Geologist GeoResearch (Environmental Consulting), San Luis Obispo, California	1989 to 1994
Senior Geologist Jirsa Environmental Services (Environmental Consulting), Norco, California	1985 to 1989
Senior Geologist Marathon Oil Company, Santa Maria, California	1984 to 1985
Senior Geologist Husky Oil Company, Santa Maria, California	1981 to 1984
Geologist Texaco, Inc., Los Angeles, California	1978 to 1981

**EDUCATION**

M.S., Geology, University of Southern California, Los Angeles, California  
B.S., Geology, California State University, Northridge, California

**PROFESSIONAL REGISTRATION**

California Professional Geologist No. 4011

References available on request

# Restoration Oaks Ranch



## ABOUT RESTORATION OAKS RANCH

Restoration Oaks Ranch is 955 acres of wild oak woodlands, savanahs and cattle-grazing grasslands located 4 miles south of Buellton and 35 miles north of Santa Barbara, California. Featuring beautiful facilities for farm stays, weddings & events, Restoration Oaks Ranch is also home to a nationally recognized UPick berry farm and the [Wild Farmlands Foundation \(https://wildfarmlands.org\)](https://wildfarmlands.org), a non-profit dedicated to agroecology education and innovations in local food systems & sustainable land regeneration.

**The Restoration Oaks Agroecology Education Preserve**

Net proceeds from Restoration Oaks Vacation Farm Stays, Weddings, Special Events, Nature Hikes and other public activities go to fund the Restoration Oaks Agorecology Education Preserve. These monies are used to pay for the day-to-day operation of the ranch, including staffing, maintenance and repairs.

**Restoration Oaks Ranch**  
**1980 U.S. Highway 101**  
**Gaviota CA 93117**

#### **RESTORATION OAKS VACATION FARM STAYS**

Restoration Oaks Retreats on Restoration Oaks Ranch features a large retreat house that sleeps 16 and a smaller cottage that sleeps 8. Both facilities are perfect for family and group gatherings, corporate and church retreats. Located in the spectacular Nojoqui Falls Corridor and very close to both the Gaviota Coast and Santa Barbara Wine Country, there is a lot to do in every direction!

- [LEARN MORE \(https://restorationoaksretreats.com/\)](https://restorationoaksretreats.com/) -

#### **RESTORATION OAKS WEDDINGS**

What sets us apart are our overnight accommodations for up to 24 people, paired with the beautiful "blank slate", rustic outdoor spaces to create your dream wedding for up to 150 guests. Rehearsal dinner, wedding ceremony & reception... all in one beautiful, rustic location. Relax & celebrate with time together.

- [LEARN MORE \(HTTPS://restorationoaksranchweddings.com\)](https://restorationoaksranchweddings.com/) -

#### **SANTA BARBARA BLUEBERRIES**

Santa Barbara Blueberries on Restoration Oaks Ranch is a 16 acre UPick berry farm that offers naturally grown, spray-free blueberries, raspberries, blackberries and other fun fruit in season. Typically open from late Spring until late Fall, Santa Barbara Blueberries has been identified as one of the best UPick farms in the country by USA Today. Come on in and pick a bucket or two!

- [LEARN MORE \(https://santabarbarablueberries.com\)](https://santabarbarablueberries.com/) -

#### **WILD FARMLANDS FOUNDATION**

The Wild Farmlands Foundation on Restoration Oaks Ranch is a 501 (c) (3) public charity that works to educate and inform people, especially youth, about the importance of small farms and ranches to the stewardship of local ecosystems and local food supplies throughout the world. In addition to implementing innovative landscape regeneration and agricultural projects on the ranch, Wild Farmlands hosts nature hikes, docent tours and fund-raising events.

- [LEARN MORE \(HTTPS://wildfarmlands.org\)](https://wildfarmlands.org/) -



[CLICK HERE TO LEARN MORE ABOUT RESTORATION OAKS RANCH \(HTTPS://RESTORATIONOAKSRANCH.COM\)](https://restorationoaksranch.com)

## Welcome to Restoration Oaks Retreats

Restoration Oaks Ranch is conveniently located off Highway 101 in beautiful Santa Barbara Wine Country. Featuring the Ranch House, a courtyard and lawn area on a beautiful 955 acre ranch, our facilities are perfect for family and group gatherings, weddings, corporate and church retreats.

Right behind the main retreat house is the 'old cookhouse'--a cabin-like lounge and game room perfect for hanging out, games, yoga classes or small group presentations. These two buildings share a large courtyard and patio area next to a large, beautifully landscaped lawn great for volleyball, yard games or nodding off in the afternoon sun while "somebody else" bar-b-ques the steaks.

A short walk from the Ranch House is the Cottage. The Cottage is a newly decorated farm house that features a large back patio area with bar-b-que adjacent to what used to be a barnyard animal corral. The Cottage has a great view of the cattle that frequently meander peacefully back and forth on our grassy rolling hills. Restoration Oaks Retreats is located 4 miles south of Buellton and 35 miles north of Santa Barbara on the same ranch as the nationally renowned [Santa Barbara Blueberries \(https://santabarabarablueberries.com\)](https://santabarabarablueberries.com) UPick berry farm. It's an easy 8 to 25 minute drive to beautiful beaches, the National Forest, wine-tasting, Solvang, the Chumash Casino, horse-back riding, Ostrich land and many other family-friendly activities.

### Perfect for Small Group Retreats, Weddings, Gatherings, and Getaways—Be Creative!

Retreats and family getaways are a great way to encourage communication, strengthen bonds, and establish goals. A few days away together, where morale is high and everyone is on the same page, can work wonders. So make plans with family and friends—or identify groups within your organization, and get ready to enjoy your own retreat/group getaway at Restoration Oaks Ranch & Blueberry Farm.

### About The Restoration Oaks Agroecology Education Preserve

Net proceeds from Restoration Oaks Vacation Farm Stays, Weddings, Special Events, Nature Hikes and other public activities go to fund the Restoration Oaks Agroecology Education Preserve. These monies are used to pay for the day-to-day operation of the ranch, including staffing, maintenance and repairs.

Copyright 2015 Restoration Oaks Ranch

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[Contact \(/contact-us\)](#)





Restoration Oaks Ranch is located off Highway 101, thirty miles from Santa Barbara, in beautiful Santa Ynez Valley Wine Country. It features 955 acres of picturesque, rustic native oaks wilderness including a 20-acre UPick berry farm and an outdoor ceremony site under a century's old oak tree.

What sets us apart are our overnight accommodations for up to 15 people in two separate ranch houses, paired with the beautiful "blank slate", rustic outdoor spaces to create your dream wedding for up to 150 guests. Rehearsal dinner, wedding ceremony & reception... all in one beautiful, rustic location. Relax & celebrate with time together.

To learn more about the ranch, browse to [Restoration Oaks Ranch \(https://restorationoaksranch.com\)](https://restorationoaksranch.com) and look around.

#### **About The Restoration Oaks Agroecology Education Preserve**

Net proceeds from Restoration Oaks Vacation Farm Stays, Weddings, Special Events, Nature Hikes and other public activities go to fund the Restoration Oaks Agroecology Education Preserve. These monies are used to pay for the day-to-day operation of the ranch, including staffing, maintenance and repairs.

< Solvang Wedding Venues



Photos

About

Amenities

Reviews

Contact

## Restoration Oaks Ranch

★★★★☆ 3.7 (6)

1980 U.S. Hwy 101, Gaviota, CA

Facebook | Website | Call

### About This Vendor

#### A Rustic Ranch for a Wedding Weekend

Restoration Oaks Ranch is located off Highway 101, only 30 miles from Santa Barbara, near beautiful Santa Ynez Wine Country. It features 955 acres of picturesque valley oaks wilderness including twenty acres of blueberries, raspberries & blackberries. We offer accommodations for up to 24 overnight guests in the Ranch House & Cottage, along with the ceremony site, under a century's old oak tree next to a bridge. Book the entire weekend for your rehearsal dinner, wedding & reception along with a Sunday brunch or other family time together...all in one beautiful location.

## Amenities + Details

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- ✓ Ceremony Area
- ✓ Dressing Room
- ✓ Liability Insurance
- ✓ On-Site Accommodations
- ✓ Outdoor Event Space
- ✓ Reception Area
- ✓ Wireless Internet
- ✗ Covered Outdoors Space
- ✗ Handicap Accessible
- ✗ Indoor Event Space

### Ceremony Types

Civil Union, Commitment Ceremony, Elopement, Interfaith Ceremony, Non-Religious Ceremony, Religious Ceremony, Second Wedding , Vow Renewal Ceremony

### Guest Capacity

Up to 150

### Settings

Backyard, Barn, Farm & Ranch, Trees

## Restoration Oaks Ranch Reviews

Share your thoughts with other couples

[Write A Review](#)

★★★★★ Reviewed On 7/18/2022 by Adam G

This venue is EVERYTHING you need and more for your big day. Look no further truly. I cant believe I came across this hidden gem and wasted time looking at other venues before it. Not only was this venue absolutely gorgeous, it has everything y... [Read More](#) ▼

☆☆☆☆☆ Reviewed On 6/06/2022 by Adam G

When we arrived at restoration oaks ranch the night before our wedding we entered our bedroom to find the comforter in a heap on the floor and no sheets on the bed (pictured). My fiancé and I reached out to the venue manager but did not get she... [Read More](#) ▼

Response from the Vendor on 06/07/2022

Our cleaning staff made an error by not completing the sheets in one bedroom. We were sorry for that & credited you back \$50 for that error. The person who paid for your weekend emailed me after check-out saying..."Many of our guests commented..." [Read More](#) ▼

★★★★★ Reviewed On 3/29/2022 by Josh L

Restoration Oaks Ranch is the biggest hidden gem in all of the Santa Barbara, Santa Ynez area. We had our wedding here in September 2021, and it was one of the best and most beautiful experiences you could ever dream. Picturesque Golden Hills,... [Read More](#) ▼

★★★★★ Reviewed On 3/29/2022 by Elle M

Our fairytale wedding dream come true. Shay and Ed took us in from day one and came up to the ranch several times, as we are from LA to take care of all of our concerns and show our family around. Truly, the best experience of our lives and we ... [Read More](#) ▼

★★★★★ Reviewed On 3/08/2019 by Carolina C

Beautiful venue! Shay answered all my questions and was very thorough of showing us the property. We can't wait to get married here next May!

Response from the Vendor on 05/21/2019

Thank you Carolina! We're loc

☆☆☆☆☆ Reviewed On 2/02/2018 by Marnie L

No water or electricity or toilets past the barn area. Very dusty uneven dirt road to drive or walk on. Barn is not legally usable.

Response from the Vendor on 02/06/2018

Water, electricity & restrooms can all be provided past the barn area. Working ranches are dusty & have uneven dirt roads. The barn has never been offered for use for any weddings or events. It is for storage only.

## Contact Info for Restoration Oaks Ranch

1980 U.S. Hwy 101, Gaviota, CA (805) 886-7919

Facebook | Website

Message Vendor

### Message Vendor

Starting Cost: \$ – Inexpensive

First Name

Last Name

Email Address

Wedding Date

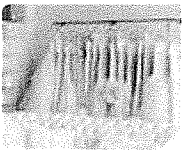
Number of Guests

Introduce yourself and share your wedding vision

By clicking 'Request Quote', I agree to The Knot's Privacy Policy and Terms of Use

[Request Quote](#)

## Wedding Vendors in Solvang



Solvang Bridal Salons



Solvang Beauty Salons



Solvang Caterers



Solvang DJs



Solvang Florists



Solvang Reception Venues





Solvang Videogra

olvang Wedding Bands



Solvang Wedding Photographers




Solvang Wedding Planners

Wedding Vendors / Wedding Venues / California Wedding Venues / Solvang Wedding Venues / Restoration Oaks Ranch

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SANTA BARBARA  
BLUEBERRIES (/)

10/19/22

LATE FALL HOURS

Open Friday, Saturday and Sunday

10:00 a.m. to 4:00 p.m.

BLACKBERRIES & RASPBERRY FIELDS

ARE OPEN FOR UPICK. We'll have other fruits, jam, honey and gifts in the farm store. Get info about weekend events at the farm by following on [Facebook](#) or [Instagram](#).

CLICK ON THIS PANEL TO SIGN UP ON OUR EMAIL LIST TO GET UPDATES ABOUT PICKIN', PRODUCTS AND EVENTS.

CLICK HERE TO LEARN MORE ABOUT RESTORATION OAKS RANCH

([HTTPS://RESTORATIONOAKSRANCH.COM](https://restorationoaksranch.com))

## WELCOME TO SANTA BARBARA BLUEBERRIES

Located in the magnificent rolling hills of Santa Ynez Valley just 35 miles northwest of Santa Barbara, Santa Barbara Blueberries at Restoration Oaks Ranch offers a unique experience that you will remember for a long time. Come join us at the ranch, and pick some awesome premium quality blueberries, raspberries, blackberries and more.

The Latest Berry Wise Updates & Recipes



(/blueberry-bourbon-barbeque-sauce)

Blueberry Bourbon Barbeque Sauce  
(/blueberry-bourbon-barbeque-sauce)



(/lemon-raspberry-muffins)

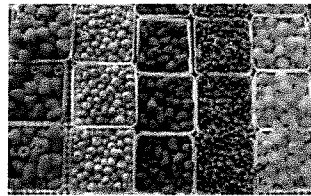
Lemon Raspberry Muffins  
(/lemon-raspberry-muffins)





(/blueberry-lemon-shooters)

Blueberry Lemon Shooters  
(/blueberry-lemon-shooters)



(/keeping-upick-berries-fresh-at-home)

Keeping Upick Berries Fresh at Home  
(/keeping-upick-berries-fresh-at-home)



(/usa-today-mentions-sb-blueberries-as-a-great-upick-destination)

USA Today Says SB Blueberries Is A Great UPick Destination!  
(/usa-today-mentions-sb-blueberries-as-a-great-upick-destination)



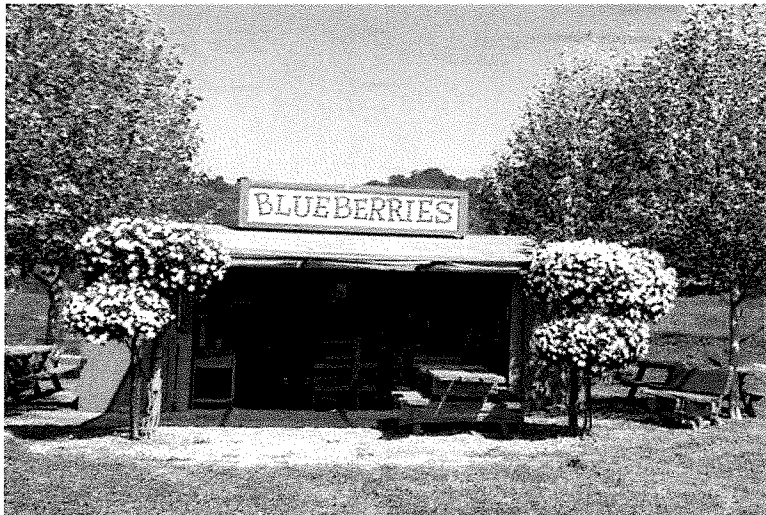
(/raspberry-cream-tart)

Raspberry Cream Tart  
(/raspberry-cream-tart)



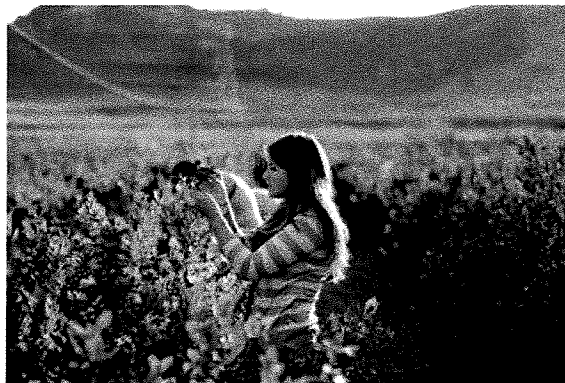
#### BE A BERRY VIP (/EMAIL-VIP)

Berry VIPs receive emails about season updates, special coupons and promotions, and invitations to private field openings we hold for our Berry VIPs during the off-season. The signs on the freeway will say "closed". Join our Berry VIP club! (/email-vip)



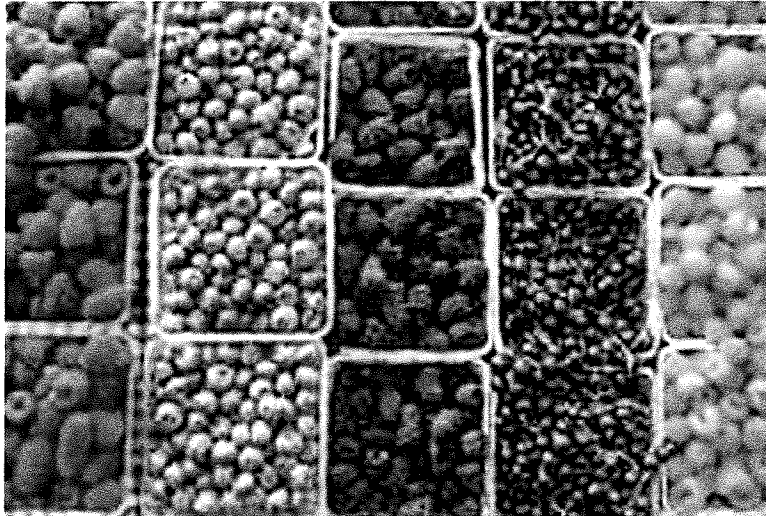
#### COME VISIT US (/DIRECTIONS)

1980 US Highway 101  
Gaviota, CA 93117  
805-686-5718  
Hours of Operation  
During Season 10:00-4:00



#### THIS IS UPICK PARADISE (/U-PICK)

There is something extraordinary about wild beauty of Restoration Oaks Ranch. Remarks like "Mama, this one is red inside" can be heard during a typical blueberry-pickin' day. On a good day, you can easily pick 2.5 lbs of blueberries in 15 minutes.



#### ARE YOU BERRY WISE? (/BERRY-WISE-UPDATES)

Take a look at our [Berry Wise \(/berry-wise-updates\)](/berry-wise-updates) posts. Here you will find recipes, food tips, updates about our farm, awesome blueberries and their kin, and sustainable wilderness farming in our amazing Southern California habitat.

Terms and Conditions (<http://santabarbarablueberries.com/terms-and-conditions>) | Returns Policy (<http://santabarbarablueberries.com/returns-policy>) | Privacy Policy (<http://santabarbarablueberries.com/privacy-policy>)

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*First American Title*

## First American Title Company

1150-C Coast Village Road  
Montecito, CA 93108

Escrow Officer: Patricia White  
Phone: (805)969-6883  
Fax No.: (866)720-4124  
E-Mail: pswwhite@firstam.com

Title Officer: Bridget Foss  
Phone: (805)569-6154  
Fax No.: (866)397-7090  
E-Mail: bfoss@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: [REDACTED]  
Property: 1889 Highway 101  
Buellton, CA 93427

### PRELIMINARY REPORT

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

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

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

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

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

Dated as of November 22, 2017 at 7:30 A.M.

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

To Be Determined

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

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

Sunburst Church of Self Realization, a California nonprofit religious corporation

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

FEE AS TO PARCEL(S) ONE; EASEMENT AS TO PARCEL(S) TWO AND THREE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$8,568.87, PAID
Penalty:	\$0.00
Second Installment:	\$8,568.87, OPEN
Penalty:	\$0.00
Tax Rate Area:	57-009
A. P. No.:	083-430-014

2. The following negative tax amounts are reported by the County Tax Collector:

For:	SUPPLEMENTAL
Fiscal Year:	2017-2018
First Installment:	Negative \$161.11, no taxes are due.
Second Installment:	Negative \$161.11, no taxes are due.
Tax Rate Area:	57-009
A.P. No.:	083-430-014

This is offered for information purposes only. Please contact the tax collector for additional information about the taxes for the land.

3. Supplemental taxes for the year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$ 1.08, DUE  
Penalty: \$ 0.00  
Second Installment: \$ 1.08, DUE  
Penalty: \$ 0.00  
Tax Rate Area: 57-009  
A. P. No.: 083-430-014

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. An easement for pole lines and incidental purposes, recorded November 26, 1945 as Instrument No. 13242 in Book 665, Page 97 of Official Records.  
In Favor of: Pacific Gas and Electric Company  
Affects: The Southerly portion of said land  
  
The location of the easement cannot be determined from record information.
6. Abutter's rights of ingress and egress to or from freeway have been relinquished in the document recorded May 24, 1955 as Instrument No. 9257 in Book 1316, Page 226 of Official Records.
7. A waiver of any claims for any and all damages to said land contiguous to the property conveyed to the State of California for the above freeway, by reason of the location, construction, landscaping or maintenance of said freeway, as provided in the foregoing Deed.
8. An easement for relocating, reconstructing and maintaining the channel of Nojoqui Creek and incidental purposes, recorded May 24, 1955 as Instrument No. 9257 in Book 1316, Page 226 of Official Records.  
In Favor of: The State of California  
Affects: The land
9. An easement for road, public utilities purposes, ingress and egress and incidental purposes; recorded December 31, 1964 as Instrument No. 54827 in Book 2085, Page 942 of Official Records.  
In Favor of: Peter M. Flanagan, et ux.  
Affects: The Southerly 30 feet of said land
10. Any easements and/or servitudes affecting easement parcel(s) TWO AND THREE herein described.
11. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
12. Water rights, claims or title to water, whether or not shown by the public records.
13. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
14. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
15. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
16. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

17. With respect to SUNBURST CHURCH OF SELF REALIZATION, a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

**INFORMATIONAL NOTES**

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

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 1889 HIGHWAY 101, BUELLTON, CALIFORNIA.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded April 20, 2017 as INSTRUMENT NO. 17-18910 OF OFFICIAL RECORDS  
From: NEW FRONTIERS HOLDINGS, INC., A CALIFORNIA CORPORATION, A CORPORATION  
ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA  
To: SUNBURST CHURCH OF SELF REALIZATION, A CALIFORNIA NONPROFIT RELIGIOUS  
CORPORATION

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



### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL ONE:

A PART OF THE RANCHO NOJOQUI, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS GRANTED BY THE UNITED STATES OF AMERICA TO RAYMUNDO CARRILLO, BY PATENT DATED SEPTEMBER 11, 1869, AND RECORDED IN BOOK "A", PAGE 779, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LINE NO. 9 OF THE FINAL SURVEY OF SAID RANCHO NOJOQUI, AT THE CORNER COMMON TO SECTION 31, TOWNSHIP 6 NORTH, RANGE 31 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND SECTION 36, TOWNSHIP 6 NORTH, RANGE 32 WEST, SAN BERNARDINO BASE AND MERIDIAN,

FROM WHICH POINT OF BEGINNING THE CORNER COMMON TO SECTION 31, TOWNSHIP 6 NORTH, RANGE 31 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND SECTION 36, TOWNSHIP 6 NORTH, RANGE 32 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE TOWNSHIP LINE BETWEEN TOWNSHIP 6 NORTH AND TOWNSHIP 5 NORTH BEARS SOUTH 701.58 FEET DISTANT,

AND FROM WHICH LAST DESCRIBED POINT, THE CORNER COMMON TO SECTIONS 1 AND 2, TOWNSHIP 5 NORTH, RANGE 32 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEARS EAST, 392.70 FEET DISTANT;

THENCE 1ST, FROM SAID POINT OF BEGINNING, EAST 76.58 FEET ALONG SAID LINE NO. 9 OF THE FINAL SURVEY OF SAID RANCHO NOJOQUI AND ALONG THE SOUTH LINE OF SAID SECTION 31, TOWNSHIP 6 NORTH, RANGE 31 WEST, SAN BERNARDINO BASE AND MERIDIAN, TO A POINT IN THE WESTERLY LINE OF A CERTAIN COUNTY ROAD;

THENCE 2ND, ALONG SAME, NORTH 1° 30' WEST, 1118.04 FEET TO A POINT IN THE CENTER LINE OF GULCH NEAR THE WEST SIDE OF A BRIDGE;

THENCE 3RD, EAST, 11.22 FEET TO A POINT IN THE CENTER LINE OF SAID COUNTY ROAD;

THENCE 4TH, ALONG SAME, NORTH 17° WEST, 59 FEET TO A POINT AT AN ANGLE IN THE CENTER LINE OF SAID COUNTY ROAD;

THENCE 5TH, NORTH 35° 03' WEST, 195.50 FEET TO A POINT AT ANOTHER ANGLE IN SAID COUNTY ROAD;

THENCE 6TH, NORTH 14° 35' WEST, 408 FEET TO APPOINT;

THENCE 7TH, LEAVING THE CENTER LINE OF SAID COUNTY ROAD, NORTH 67° 15' WEST, AT 156.50 FEET, A POINT IN THE CENTER LINE OF LAND AS PARTICULARLY DESCRIBED IN THE DEED TO EDUARDO DE LA CUESTA TO E. S. CORDERO, DATED MARCH 10, 1904 AND RECORDED IN BOOK 100, PAGE 72, ET SOUTHEAST QUARTER, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, 169.50 FEET TO A POINT;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, AS DESCRIBED IN SAID DEED TO EDUARDO DE LA CUESTA TO E. S. CORDERO, BY THE FOLLOWING 16 COURSES AND DISTANCES:

THENCE 33RD, SOUTH 41° WEST, 111.54 FEET TO A POINT;  
THENCE 34TH, SOUTH 67° 30' WEST, 135.95 FEET TO A POINT;  
THENCE 35TH, SOUTH 12° WEST, 264 FEET TO A POINT;  
THENCE 36TH, SOUTH 5° WEST, 264 FEET TO A POINT;  
THENCE 37TH, SOUTH 49° WEST, 144.54 FEET TO A POINT;  
THENCE 38TH, SOUTH 14° EAST, 198 FEET TO A POINT;  
THENCE 39TH, SOUTH 43° EAST, 99 FEET TO A POINT;  
THENCE 40TH, SOUTH 73° 45' EAST, 157.74 FEET TO A POINT;  
THENCE 41ST, SOUTH 22° EAST, 321.42 FEET TO A POINT;  
THENCE 42ND, SOUTH 65° EAST, 66 FEET TO A POINT;  
THENCE 43RD, SOUTH 8° 30' WEST, 165 FEET TO A POINT;  
THENCE 44TH, SOUTH 54° 30' EAST, 165 FEET TO A POINT;  
THENCE 45TH, SOUTH 10° EAST, 72.60 FEET TO A POINT;  
THENCE 46TH, SOUTH 23° WEST, 108.90 FEET TO A POINT;  
THENCE 47TH, SOUTH 15° EAST, 33 FEET TO A POINT IN SAID COURSE NO. 9 OF THE FINAL SURVEY  
OF SAID RANCHO NOJOQUI;  
THENCE 48TH, EAST 962.28 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF AS HAS BEEN CONVEYED TO THE STATE OF  
CALIFORNIA, FOR HIGHWAY PURPOSES, INCLUDING THE PORTION CONVEYED BY THE DEED DATED  
APRIL 4, 1955 AND RECORDED MAY 24, 1955 AS INSTRUMENT NO. 9257 IN BOOK 1316, PAGE 226 OF  
OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHWEST CORNER OF PARCEL ONE ABOVE DESCRIBED PARCEL, BEING A POINT ON  
LINE NO. 9 OF SAID RANCHO NOJOQUI;

THENCE, ALONG THE WEST LINE OF SAID PARCEL, THE FOLLOWING COURSES AND DISTANCES:

NORTH 16° WEST, 33 FEET;  
THENCE NORTH 23° EAST, 108.90 FEET;  
THENCE NORTH 10° WEST, 72.60 FEET;  
THENCE NORTH 54° 30' WEST, 165 FEET;  
THENCE NORTH 8° 30' EAST, 165 FEET;

8TH, NORTH 37° 20' WEST, 147.30 FEET TO A POINT;

THENCE 9TH, NORTH 3° 15' EAST, 78.70 FEET TO A POINT;

THENCE 10TH, NORTH 48° 30' WEST, 51.20 FEET TO A POINT;

THENCE 11TH, NORTH 12° 10' WEST, 76.30 FEET TO A POINT;

THENCE 12TH, NORTH 54° WEST, 55 FEET TO A POINT;

THENCE 13TH, NORTH 19° 30' WEST, 51.40 FEET TO A POINT;

THENCE 14TH, NORTH 25° 17' WEST, 109 FEET TO A POINT;

THENCE 15TH, NORTH 13° 51' EAST, 84.80 FEET TO A POINT;

THENCE 16TH, NORTH 33° 55' EAST, 56.60 FEET TO A POINT;

THENCE 17TH, NORTH 61° 47' EAST, 69 FEET TO A POINT;

THENCE 18TH, NORTH 6° 10' WEST, 91.80 FEET TO A POINT;

THENCE 19TH, NORTH 13° 45' EAST, 73.20 FEET TO A POINT;

THENCE 20TH, NORTH 20° 25' EAST, 77 FEET TO A POINT;

THENCE 21ST, NORTH 15° WEST, 153.80 FEET TO A POINT;

THENCE 22ND, NORTH 18° 30' WEST, 136.50 FEET TO A POINT;

THENCE 23RD, NORTH 42° 30' EAST, 32.50 FEET TO THE CONFLUENCE OF SAID DEEP GULCH AND THAT CERTAIN CREEK LOCALLY KNOWN AS AND CALLED NOJOQUI CREEK, FROM SAID POINT OF CONFLUENCE, TWO WILLOW TREES MARKED "F.B.T." BEARS NORTH 62° 45' WEST, 12.50 FEET DISTANT, AND NORTH 42° 30' EAST, 32.50 FEET DISTANT, RESPECTIVELY;

THENCE UP THE CENTER LINE OF SAID NOJOQUI CREEK, FOLLOWING ITS MEANDERS BY THE FOLLOWING 22 COURSES AND DISTANCES;

24TH, WEST 33 FEET TO A POINT;

THENCE 25TH, SOUTH 40° WEST, 330 FEET TO A POINT;

THENCE 26TH, SOUTH 10° WEST, 132 FEET TO A POINT;

THENCE 27TH, SOUTH 29° WEST, 165 FEET TO A POINT;

THENCE 28TH, SOUTH 44° WEST, 140.58 FEET TO A POINT;

THENCE 29TH, NORTH 68° 30' WEST, 137.28 FEET TO A POINT;

THENCE 30TH, SOUTH 8° EAST, 132 FEET TO A POINT;

THENCE 31ST, SOUTH 8° 30' WEST, 165 FEET TO A POINT;

THENCE 32ND, SOUTH 15° WEST, 264.00 FEET TO A POINT;

THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 45' 31" EAST, 521.49 FEET TO A POINT FROM WHICH SAID LINE NO. 9 OF RANCHO NOJOQUI BEARS SOUTH 0° 14' 53" WEST, 463.13 FEET;

THENCE SOUTH 0° 14' 53" WEST, 463.13 FEET TO A POINT ON SAID LINE NO. 9 FROM WHICH THE POINT OF BEGINNING BEARS WEST, 431.01 FEET;

THENCE ALONG SAID LINE NO. 9 WEST, 431.01 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN, UNDER OR UPON SAID LAND, AS RESERVED IN THE DEED FROM SYLVIA C. McMARTIN, ALSO KNOWN AS CECELIA McMARTIN AND SYLVIA McMARTIN, VERONICA CLINTON, JOSEPH ELLEN HANSE, CECILIA ROUHLER AND MARY LOIS ROUHLER, RECORDED MAY 18, 1951 AS INSTRUMENT NO. 7747 IN BOOK 991, PAGE 284 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM FOR THE PERIOD OF THEIR LIVES PLUS TWENTY-ONE YEARS, AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER IN, UNDER OR RECOVERABLE FROM THE PORTION OF SUBSURFACE OF THE ABOVE DESCRIBED LAND LYING BELOW A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR ANY PORTION THEREOF, LYING ABOVE A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND, AS RESERVED BY PETER M. FLANAGAN, ET UX., IN THE DEED RECORDED DECEMBER 31, 1964 AS INSTRUMENT NO. 54827 IN BOOK 2085, PAGE 942 OF OFFICIAL RECORDS.

PARCEL TWO:

AN EASEMENT AND RIGHT OF WAY FOR WATER WELL SITE PURPOSES, PUMPING PLANT AND INCIDENTALS THERETO OVER, UNDER, UPON AND THROUGH THE FOLLOWING DESCRIBED LAND:

BEGINNING AT THE SOUTHERLY TERMINUS OF THE 47TH COURSE OF PARCEL ONE HEREINABOVE DESCRIBED;

THENCE NORTHERLY ALONG SAID 47TH COURSE NORTH 15° WEST, 33 FEET;

THENCE CONTINUING 23° EAST, 28.83 FEET;

THENCE NORTH 85° 34' 45" EAST, 100.40 FEET;

THENCE SOUTH 3° 01' 45" WEST, 66.50 FEET TO A POINT ON SAID COURSE NO. 9 FROM WHICH THE POINT OF BEGINNING BEARS WEST, 99 FEET;

THENCE ALONG SAID COURSE NO. 9 WEST, 99 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

AN EASEMENT FOR WATER LINE PURPOSES, REPAIRS AND MAINTENANCE OF THE SAME, OVER, UNDER, UPON AND ALONG A 10 FOOT STRIP OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE 47TH COURSE OF PARCEL ONE HEREINABOVE DESCRIBED;

THENCE NORTH 0° 14' 53" EAST, 21.45 FEET TO THE BEGINNING OF THE CENTER LINE OF SAID 10 FOOT EASEMENT;

THENCE SOUTH 89° 37' 36" WEST, 95.72 FEET;

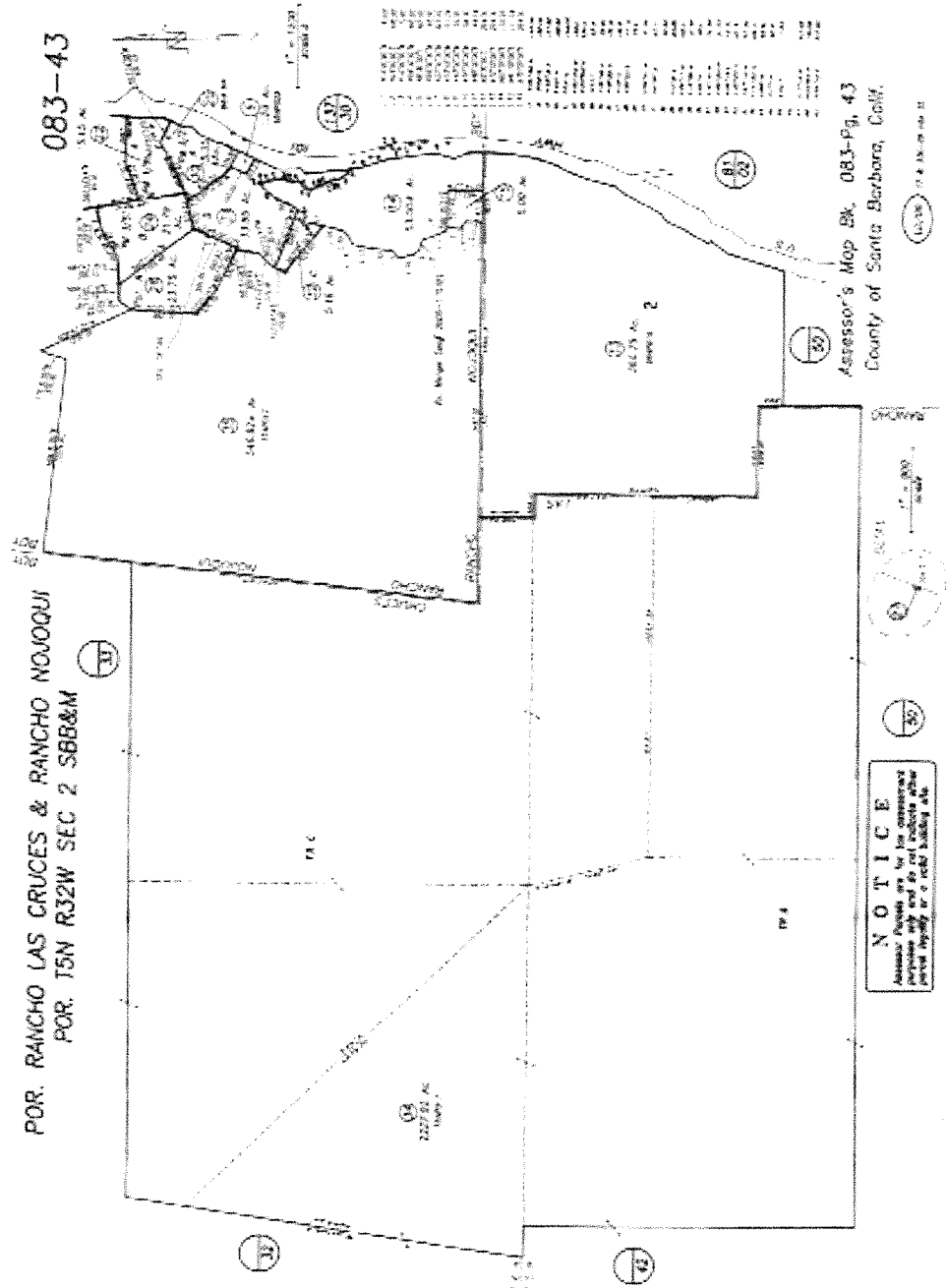
THENCE NORTH 61° 08' WEST, 55.00 FEET;

THENCE SOUTH 35° 07' WEST, 40.50 FEET;

THENCE SOUTH 86° 55' WEST, 97.00 FEET;

THENCE NORTH 50° 47' WEST, 83.55 FEET TO A POINT ON THE EAST LINE OF PARCEL TWO HERE AND ABOVE DESCRIBED, SAID POINT BEING SOUTH 3° 01' 45" WEST, 6.00 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL TWO.

APN: 083-430-014



***NOTICE***

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

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

CLTA STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

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

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



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

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

#### LIMITATIONS ON COVERED RISKS

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$7,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

#### 2006 ALTA LOAN POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable long-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, (T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

##### [PART I

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

##### PART II

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

#### 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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

##### EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

#### Applicability

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

#### Types of Information

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

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

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

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

#### Business Relationships

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

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. First American uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

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

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

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

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

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

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