



# Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238  
Ukiah, CA 95482  
Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20241637RB

Your No.:

Seller: Redwood 1 Holdings, LLC, a California  
limited liability company

Buyer:

When replying Please Contact:

ESCROW OFFICER: Rosanne Burlesci  
rburlesci@redwoodtitle.com

## PRELIMINARY REPORT

Property Address: **8555 Signal Ridge Road, Philo, CA**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** 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. 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 October 31, 2024 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:  
2021 ALTA Loan Policy (07/01/21)  
2022 CLTA Standard Owners Policy  
Underwritten by Old Republic National Title Insurance Company

## SCHEDULE A

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:  
Redwood 1 Holdings, LLC, a California limited liability company
3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

Parcel One:

Lots numbered 9 and 10 of Section 28, Township 14 North, Range 15 West, M.D.M.

Also the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 27 and the Lots numbered 11 and 20 of Section 28, all in Township 14 North, Range 15 West, M.D.M.

APN: 026-430-06 and 026-440-13

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 630](#) of Official Records

Parcel Two:

The Northwest quarter of Section 34 in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-55

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 633](#) of Official Records

Parcel Three:

The Northeast quarter of Section 34 in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-56

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 636](#) of Official Records

Parcel Four:

The Southwest quarter of Section 26 in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-57

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 639](#) of Official Records

Parcel Five:

The South half of the Northeast quarter and the North half of the Southeast quarter of Section 26 in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-58

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 642](#) of Official Records

Parcel Six:

The lot numbered 13 of Section 25, the South half of the Southeast quarter of Section 26 and the Northeast quarter of the Northeast quarter of Section 35, all in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-59

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 645](#) of Official Records

Parcel Seven:

Lot numbered 1, the Northeast quarter of the Southwest quarter and the North half of the Southeast quarter of Section 35 in Township 14 North, Range 15 West, M.D.M.

Also, the West half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 35 in Township 14 North, Range 15 West, M.D.M.

Also, the Southwest quarter of the Southwest quarter of Section 36, all in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-60

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 648](#) of Official Records

Parcel Eight:

The Northwest quarter of Section 35 in Township 14 North, Range 15 West, M.D.M.

APN: 026-440-61

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 651](#) of Official Records

Parcel Nine:

Lot numbered 4 of Section 1 in Township 13 North, Range 15 West, M.D.M.

Also, lots numbered 1, 2, 3 and 4 of Section 2 in Township 13 North, Range 15 West, M.D.M.

Also the lots numbered 2, 3 and 4 and the Northwest quarter of the Southwest quarter of Section 35 in Township 14 North, Range 15 West, M.D.M.

APN: 026-460-05, 026-460-69 and 026-440-62

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 654](#) of Official Records

Parcel Ten:

The lot numbered 1, North half of the Southeast quarter and the Northeast quarter of the Southwest quarter of

Section 34 in Township 14 North, Range 15 West, M.D.M.

Also, the lot numbered 2 of Section 34 in Township 14 North, Range 15 West, M.D.M. and lots numbered 1 & 2, the Southeast quarter of the Northeast quarter of Section 3 in Township 13 North, Range 15 West, M.D.M.

Also the Southwest quarter of the Northeast quarter of Section 3 in Township 13 North, Range 15 West, M.D.M.

APN: 026-440-63 and 026-440-70

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 657](#) of Official Records

Parcel Eleven:

The lots numbered 1, 10, 11 & 22 of Section 33, the lot numbered 4 and the Northwest quarter of the Southwest quarter of Section 34 all in Township 14 North, Range 15 West, M.D.M.

APN: 026-430-48 and 026-440-64

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 660](#) of Official Records

Parcel Twelve:

The South half of the Northwest quarter and the North half of the Southwest quarter of Section 3 in Township 13 North, Range 15 West, M.D.M.

APN: 026-460-71

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 663](#) of Official Records

Parcel Thirteen:

The West half of the Southeast quarter and the South half of the Southwest quarter of Section 3 in Township 13 North, Range 15 West, M.D.M.

APN: 026-460-72

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 666](#) of Official Records

Parcel Fourteen:

The South half of the Northeast quarter and the North half of the Southeast quarter of Section 2 in Township 13 North, Range 15 West, M.D.M.

Also, the South half of the Southeast quarter of Section 2 in Township 13 North, Range 15 West, M.D.M.

APN: 026-460-73

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 669](#) of Official Records

Parcel Fifteen:

The Northeast quarter of the Northwest quarter, the North half of the Northeast quarter of Section 10 and the Northwest quarter of the Northwest quarter of Section 11, all in Township 13 North, Range 15 West, M.D.M.

Also, the Northeast quarter of the Northwest quarter of Section 11 in Township 13 North, Range 15 West, M.D.M.

APN: 026-460-74 and 026-460-33

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 672](#) of Official Records

Parcel Sixteen:

The Southeast quarter of the Southeast quarter of Section 4, the Northeast quarter of the Northeast quarter of Section 9, the West half of the Northwest quarter of Section 10, all in Township 13 North, Range 15 West, M.D.M.

APN: 026-450-45, 026-460-75 and 026-460-76

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 675](#) of Official Records

Parcel Seventeen:

The East half of the Southeast quarter of Section 9 and the West half of the Southwest quarter of Section 10, all in Township 13 North, Range 15 West, M.D.M.

APN: 026-450-46 and 026-460-38

The above description is pursuant to the Certificate of Compliance #68-91 recorded December 17, 1992 in [Book 2047, Page 678](#) of Official Records

Parcel Eighteen:

The Northeast quarter of the Southeast quarter of Section 3, Township 13 North, Range 15 West, Mount Diablo Base and Meridian, Mendocino County Records

APN: 026-460-09

The above description is pursuant to the Certificate of Compliance #CC 36-2005 recorded April 19, 2007 as [2007-07311](#) of Official Records

Excepting from all of the above described real property, the oil, gas and other hydrocarbon and mineral substances, beneath the first 100 feet below the surface, together with the right to enter upon said real property for the purpose of prospecting, exploring, mining and drilling for, extracting, producing and removing said oil, gas and other hydrocarbon and mineral substances, as granted to Chanslor-Canfield Midway Oil Company by Deeds recorded November 9, 1945 in [Volume 192, page 291](#) and on October 2, 1947 in [Volume 214, page 2](#) of Official Records, in the office of the Recorder of said County.

## SCHEDULE B

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

1. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-430-06-05  
Code No.: 053-002  
1st Installment: \$98.47, Unpaid  
2nd Installment: \$98.47, Unpaid
2. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-430-48  
Code No.: 053-003  
1st Installment: \$73.58, Unpaid  
2nd Installment: \$73.58, Unpaid
3. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-13-05  
Code No.: 053-002  
1st Installment: \$102.52, Unpaid  
2nd Installment: \$102.52, Unpaid
4. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-55  
Code No.: 053-003  
1st Installment: \$140.67, Unpaid  
2nd Installment: \$140.67, Unpaid
5. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-56  
Code No.: 053-003  
1st Installment: \$140.67, Unpaid  
2nd Installment: \$140.67, Unpaid
6. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-57  
Code No.: 053-003  
1st Installment: \$136.27, Unpaid  
2nd Installment: \$136.27, Unpaid
7. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-58  
Code No.: 053-003  
1st Installment: \$140.67, Unpaid  
2nd Installment: \$140.67, Unpaid
8. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-59  
Code No.: 053-003  
1st Installment: \$141.89, Unpaid  
2nd Installment: \$141.89, Unpaid

9. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-60  
Code No.: 053-003  
1st Installment: \$256.83, Unpaid  
2nd Installment: \$256.83, Unpaid
10. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-61  
Code No.: 053-003  
1st Installment: \$131.18, Unpaid  
2nd Installment: \$131.18, Unpaid
11. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-62  
Code No.: 053-003  
1st Installment: \$119.57, Unpaid  
2nd Installment: \$119.57, Unpaid
12. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-63  
Code No.: 053-003  
1st Installment: \$153.62, Unpaid  
2nd Installment: \$153.62, Unpaid
13. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-440-64  
Code No.: 053-003  
1st Installment: \$64.18, Unpaid  
2nd Installment: \$64.18, Unpaid
14. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-450-45  
Code No.: 104-049  
1st Installment: \$139.92, Unpaid  
2nd Installment: \$139.92, Unpaid
15. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-450-46  
Code No.: 104-049  
1st Installment: \$140.51, Unpaid  
2nd Installment: \$140.51, Unpaid
16. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-05-05  
Code No.: 053-003  
1st Installment: \$35.31, Unpaid  
2nd Installment: \$35.31, Unpaid
17. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-09-05  
Code No.: 103-003  
1st Installment: \$32.35, Unpaid  
2nd Installment: \$32.35, Unpaid

18. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-33-05  
Code No.: 103-003  
1st Installment: \$57.44, Unpaid  
2nd Installment: \$57.44, Unpaid
19. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-38-05  
Code No.: 103-005  
1st Installment: \$62.97, Unpaid  
2nd Installment: \$62.97, Unpaid
20. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-64  
Code No.: 103-003  
1st Installment: \$144.08, Unpaid  
2nd Installment: \$144.08, Unpaid
21. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-69  
Code No.: 103-003  
1st Installment: \$125.21, Unpaid  
2nd Installment: \$125.21, Unpaid
22. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-70  
Code No.: 103-003  
1st Installment: \$112.02, Unpaid  
2nd Installment: \$112.02, Unpaid
23. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-71  
Code No.: 103-003  
1st Installment: \$116.44, Unpaid  
2nd Installment: \$116.44, Unpaid
24. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-72  
Code No.: 103-003  
1st Installment: \$122.03, Unpaid  
2nd Installment: \$122.03, Unpaid
25. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-73  
Code No.: 103-003  
1st Installment: \$115.81, Unpaid  
2nd Installment: \$115.81, Unpaid
26. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-74  
Code No.: 103-005  
1st Installment: \$88.75, Unpaid  
2nd Installment: \$88.75, Unpaid



27. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-75  
Code No.: 103-006  
1st Installment: \$44.61, Unpaid  
2nd Installment: \$44.61, Unpaid
28. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows  
Assessor's Parcel No.: 026-460-76  
Code No.: 103-005  
1st Installment: \$36.11, Unpaid  
2nd Installment: \$36.11, Unpaid
- 29. Taxes and assessments, general and special for prior years, and supplemental taxes to be determined. Check prior to closing.**
30. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
31. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: November 22, 1895 in [Book 65, Page 549 of Deeds](#)  
For: Right of way for roads for hauling tan bark
32. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: November 16, 1897 in [Book 74, Page 9](#) of Deeds  
For: Right of way for horses and wagons
33. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: March 14, 1903 in [Book 90, Page 600](#) of Deeds  
For: Right of way for railroad purposes
34. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: November 9, 1945 in [Book 192, Page 291](#) and October 2, 1947 in [Book 214, Page 2](#) of Official Records  
For: Prospecting, exploring, mining, drilling and extracting and removing oil, gas and other hydrocarbons
35. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: March 13, 1953 in [Book 339, Page 660](#) of Official Records  
For: Construction of Roads for transporting timber and timber products
36. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: September 10, 1964 in [Book 669, Page 115](#) of Official Records  
For: Roadway
37. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 28, 1972 in [Book 878, Page 734](#) of Official Records.
  - a. A Notice of Non-Renewal of said Agricultural Preserve Contract recorded February 24, 1978 in [Book 1134, Page 596](#) of Official Records
  - b. A Notice of Non-Renewal of said Agricultural Preserve Contract recorded December 19, 1978 in [Book 1185, Page 409](#) of Official Records
38. Easement(s) for the purposes stated herein and incidental purposes as provided in the document(s):  
Recorded: March 15, 1989 in [Book 1739, Page 130](#) of Official Records  
For: Ingress and egress

39. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to Redwood 1 Holdings, LLC, a California Limited Liability Company:
- a. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  - b. A certified copy of its Articles of Organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10).
  - c. Recording a certified copy of said LLC-1 and any "amendments thereto".

**END OF SCHEDULE B**

**INFORMATIONAL NOTES:**

1. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows: NONE





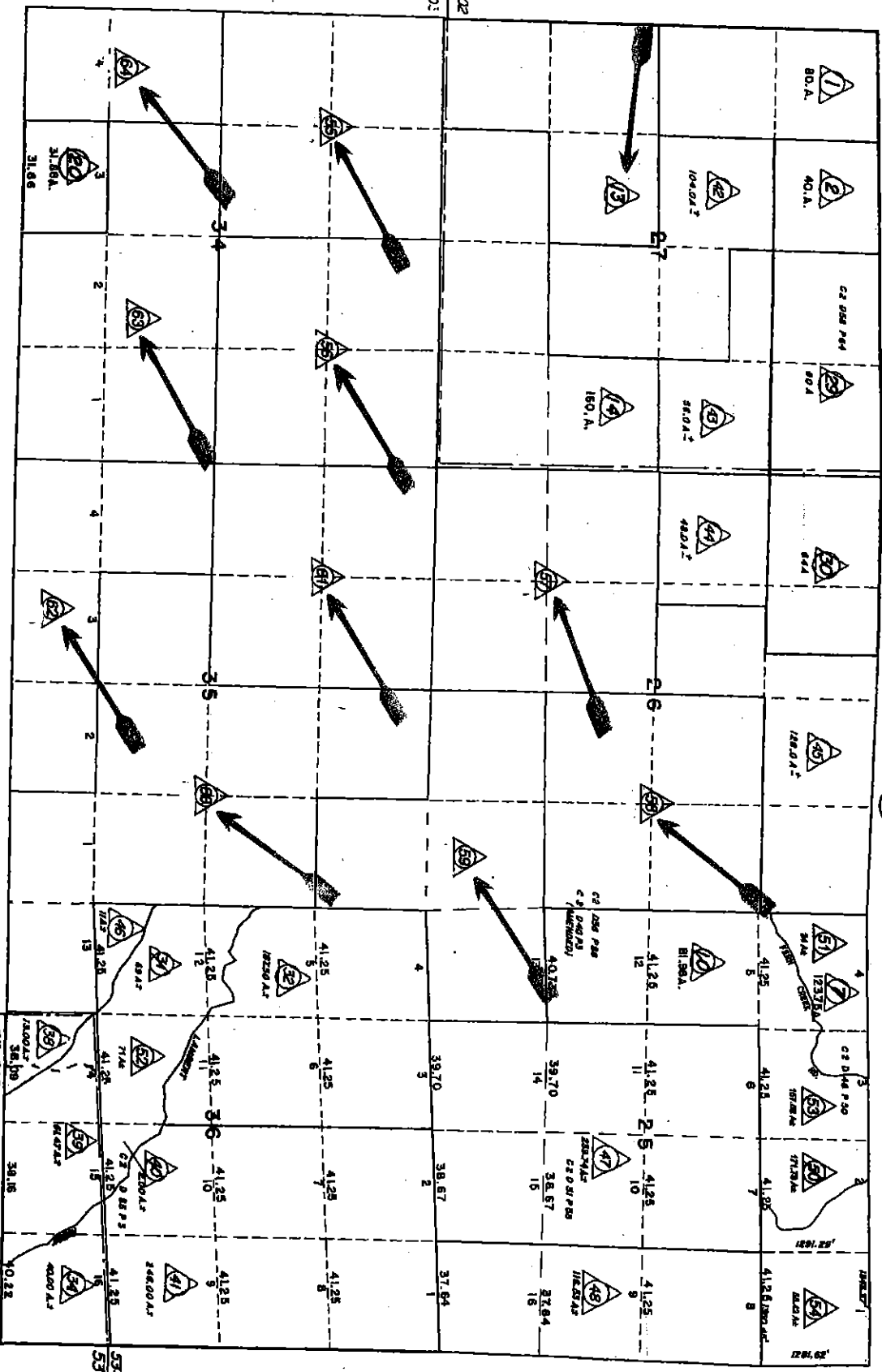
"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Sec. 25,26,27,34,35,36 T.14N. R.15W. M.D.B.&M.

53-002 | 53-003

39

53-002  
53-003  
53-010



43  
53-002  
53-003

BK  
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NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data depicted hereon.



**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

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:

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.

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

#### **EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



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

#### **EXCEPTIONS FROM COVERAGE**

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

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

## **Privacy Statement** **July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

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

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.