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Sean Matsler  
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July 18, 2024

Planning Division  
City of La Verne  
3660 "D" Street  
La Verne, CA 91750

Re: Villages at Legacy Green Project - SB 330 Preliminary Application

Dear Planning Division:

On behalf of Arroyo Land Partners ("ALP"), please find enclosed ALP's Senate Bill 330 ("SB 330") Preliminary Application for its proposed housing development project ("Project"), which includes 128 residential dwelling units (7 of which would be deed restricted to very-low income households [5% of project total]), located at 3960 Fruit Street ("Property") in the City of La Verne ("City").

Under SB 330, submittal of a complete "preliminary application" for a "housing development project" (such as the Project) vests the "ordinances, policies, and standards" in place at the time the preliminary application is submitted. (Government Code § 65589.5(o)(1).) The preliminary application contents are *limited to those* listed in Government Code § 65941.1(a). In fact, Government Code § 65941.1(b)(3) specifies that a local agency "shall not require or request any information beyond that expressly identified in subdivision (a)" and Government Code § 65941.1(b)(2) mandates the California Department of Housing and Community Development ("HCD") to adopt a standardized form for purposes of satisfying the SB 330 preliminary application requirements.

Furthermore, unlike with a traditional development project application, a jurisdiction (such as the City) does not make any formal determination about whether the preliminary application is "complete"—rather the preliminary application is "deemed complete" by operation of law once submitted as long as it contains all of the information required by Government Code § 65941.1(a). (Government Code § 65941.1(d)(3).) By submitting the enclosed SB 330 Preliminary Application (on the HCD standardized form), ALP has satisfied *all* of the requirements of Government Code section 65941.1(a), and accordingly, the Project cannot be made subject to subsequent changes to the ordinances, policies, and standards in effect as of this date.<sup>1</sup> (Government Code § 65589.5(o)(1).)

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<sup>1</sup> A colleague at my firm spoke to Planning Division staff on July 11, 2024 to inquire about any City fee required to be submitted in conjunction with a Preliminary Application. Staff confirmed that no fee was required.

Planning Division

July 18, 2024

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ALP is excited to submit the Project to the City—and within the next 180 days, as required by SB 330, ALP intends to submit a development application to process the Project pursuant to the Permit Streamlining Act. (Government Code § 65941.1(d)(1).)

We look forward to working with you on this Project. Please feel free to contact me should you have questions regarding any of the above.

Sincerely,

Cox, Castle & Nicholson LLP

A handwritten signature in black ink, appearing to read 'SM', is positioned above the name Sean Matsler.

Sean Matsler

# HOUSING CRISIS ACT of 2019 – SB 330

## PRELIMINARY APPLICATION FORM - TEMPLATE

### PURPOSE

This form serves as a template for the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

Although this Preliminary Application is not required for housing development projects, an agency must accept it if submitted. Agencies may customize this application; however, any revised form must include only the 17 provisions as required by the Housing Crisis Act. The Preliminary Application must be made available in print and on the agency's website.

### GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

### Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

### Submittal Date Stamp\*<sup>1,2</sup>:

\*<sup>1</sup>Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

\*<sup>2</sup>Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

**SITE INFORMATION**

- 1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

Street Address 3960 Fruit Street, La Verne, CA. 91750 Unit/Space Number N/A

Legal Description (Lot, Block, Tract) Attached? YES  NO

See Exhibit A, enclosed.

Assessor Parcel Number(s) 8666-018-009

- 2. **EXISTING USES** - The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

The housing development project will require the removal of a former private high school, its grounds, consisting of seven (7) buildings, with the exception of a free-standing gymnasium, which shall remain. The buildings vary in size, are single story, several are trailers with temporary foundations, and make up the former administrative offices, classrooms, locker rooms, weight room, and storage areas, totaling approximately 13,556 square feet. The subject site also includes a sports field, dirt track, and asphalt surface parking lots.

- 3. **SITE PLAN** - A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

Attached? YES  NO

- 4. **ELEVATIONS** - Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

Attached? YES  NO

- 5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance

Residential square footage of construction: +/- 236,200 sqft.  
Residential dwelling units: Total of +/- 128 dwelling units (52, 2 story single family detached units and 76, 3 story attached townhomes).  
Total square footage of construction area: +/- 361,548 sqft. (excludes gymnasium)

a. RESIDENTIAL DWELLING UNIT COUNT:

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

|                                  | Number of Units |
|----------------------------------|-----------------|
| Market Rate                      | 121             |
| Managers Unit(s) – Market Rate   | -               |
| Extremely Low Income             | -               |
| Very Low Income                  | 7               |
| Low Income                       | -               |
| Moderate Income                  | -               |
| Total No. of Units               | 128             |
| Total No. of Affordable Units    | 7               |
| Total No. of Density Bonus Units |                 |

Other notes on units:

N/A

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

|                                       | Residential | Nonresidential | Total   |
|---------------------------------------|-------------|----------------|---------|
| <b>Floor Area (Zoning)</b>            | 90,220      | -              | 90,220  |
| <b>Square Footage of Construction</b> | 236,200     | -              | 236,200 |

7. **PARKING** - The proposed number of parking spaces:

256 garage spaces. 8 guest parking spots.

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES  NO

If "YES," please describe:

The applicant is seeking a density bonus, setback reductions, open space reductions, minimum lot size reductions, building separation, fee credits, and expedited permit processing.

9. **SUBDIVISION** – Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES  NO

If “YES,” please describe:

At this time, based on the requested public benefit, the project proponent is seeking a Development Agreement, along with a Vesting Tentative Map.

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES  NO

If “YES,” please describe:

11. **EXISTING SITE CONDITIONS** – Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

|                  | Occupied Residential Units | Unoccupied Residential Units | Total Residential Units |
|------------------|----------------------------|------------------------------|-------------------------|
| Existing         | 0                          | 0                            | 0                       |
| To Be Demolished | 0                          | 0                            | 0                       |

12. **ADDITIONAL SITE CONDITIONS** –

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES  NO

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES  NO

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES  NO

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES  NO

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES  NO

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES  NO

If "YES" to any, please describe:

b. Does the project site contain historic and/or cultural resources?

YES  NO

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES  NO

If "YES," please describe:

- d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES  NO

If "YES," please describe:

The description and locations of all recorded public easements are provided within the attached title report with plotted easements (Exhibit D).

- e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES  NO

If "YES," please describe and depict in attached site map:

**13. COASTAL ZONE** - For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

- a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES  NO

- b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES  NO

- c. A tsunami run-up zone.

YES  NO

- d. Use of the site for public access to or along the coast.

YES  NO

**14. PROJECT TEAM INFORMATION** - The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

**Applicant's Name** Arroyo Land Partners, Attn: John Graham, Dave Little

Company/Firm Arroyo Seco Group, Inc.

Address 540 E Foothill Blvd. Unit/Space Number \_\_\_\_\_

City San Dimas State CA. Zip Code 91773

Telephone 818-429-9646; 310-709-8145 Email jgraham@arroyosecogroup.com

Are you in escrow to purchase the property?

YES  NO

**Property Owner of Record**       Same as applicant     Different from applicant

Name (if different from applicant) Pacific Southwest District Of The Lutheran Church - Missouri Synod

Address 1540 Concordia Drive Unit/Space Number \_\_\_\_\_

City Irvine State CA Zip Code 92612

Telephone 949-854-3232 Email jon.niederbrach@psd-lcms.org

**Optional: Agent/Representative Name** \_\_\_\_\_

Company/Firm \_\_\_\_\_

Address \_\_\_\_\_ Unit/Space Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Optional: Other** (Specify Architect, Engineer, CEQA Consultant, etc.) Architect, Planner

Name Denise Ashton

Company/Firm William Hezmalhalch Architects (WHA)

Address 200 Commerce Unit/Space Number Ste. 200

City Irvine State CA. Zip Code 92602

Telephone 949-250-0607 Email Denise@whainc.com


Primary Contact for Project:    Owner    Applicant    Agent/Representative    Other

## PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service of process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in La Verne which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of Planning of City of La Verne, CA. for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with \_\_\_\_\_ within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature   
Printed Name Jon Niederbrach, COO  
Date July 8<sup>th</sup>, 2024

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date \_\_\_\_\_

# EXHIBIT A



**Pacific Southwest District**  
1540 Concordia Drive East  
Irvine, California 92612-3203  
949.854.3232  
[www.psd-lcms.org](http://www.psd-lcms.org)

July 11, 2024  
City of La Verne  
3660 "D" Street  
La Verne, CA 91750

RE: Letter of Authorization - Villages at Legacy Green Project SB 330 Preliminary Application

To Whom It May Concern:

I, Jon Niederbrach, am the Chief Operating Officer of Pacific Southwest District of The Lutheran Church – Missouri Synod, the owner of the property ("Property Owner") located at 3960 Fruit Street, City of La Verne (the "Property"). I provide this Letter of Authorization for the below parties and individuals to file any and all applications related to the Property:

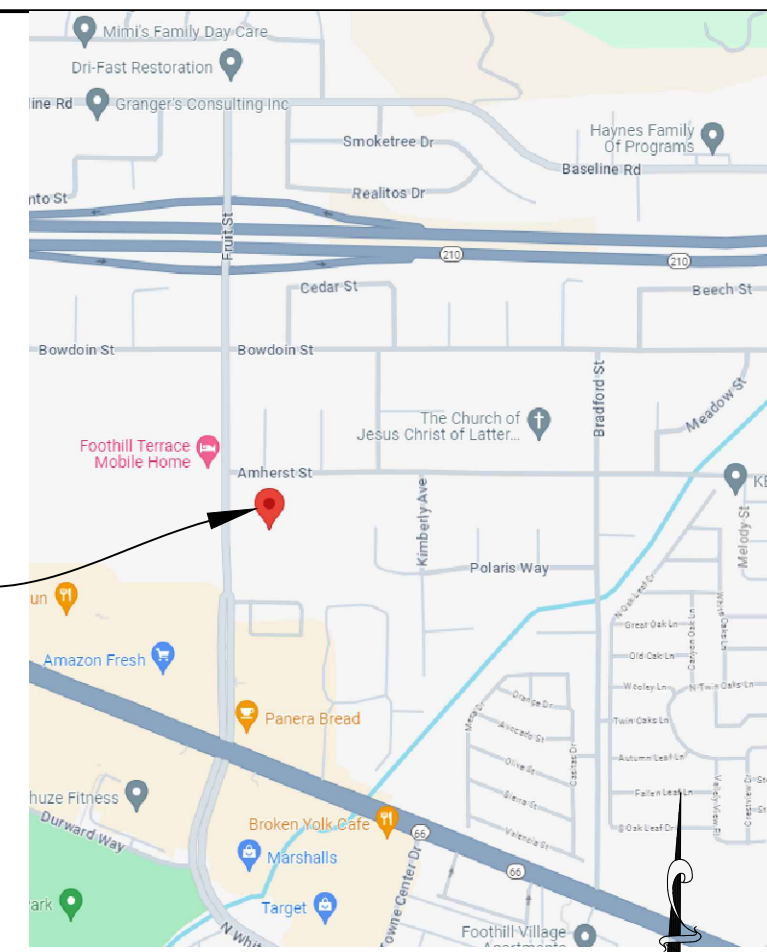
1. Jon Niederbrach, COO of the Property Owner.
2. Arroyo Land Partners, including John Graham and Dave Little.

I hereby certify that I am the Chief Operating Officer of the Property Owner and, as authorized representative for the Property Owner, consent to the filing of a SB 330 Preliminary Application on the Property by Arroyo Land Partners, as the project applicant. I appreciate your attention to this matter.

Regards,

Jon Niederbrach  
Chief Operating Officer  
Pacific Southwest District of The Lutheran Church – Missouri Synod  
1540 Concordia Drive East  
Irvine, CA 92612-3203

# EXHIBIT B



PROJECT SITE

VICINITY MAP  
NTS

**OWNERSHIP CERTIFICATE**

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
THE PACIFIC SOUTHWEST DISTRICT OF THE LUTHERAN CHURCH - MISSOURI SYNOD

**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER SECTION; THENCE WEST 40 RODS; THENCE NORTH 40 RODS; THENCE EAST 40 RODS; THENCE SOUTH 40 RODS TO THE POINT OF BEGINNING.  
EXCEPT ANY PORTION OF THE REAL PROPERTY INCLUDED IN ANY PUBLIC ROAD.  
APN: 8666-018-009

**TITLE INFORMATION**

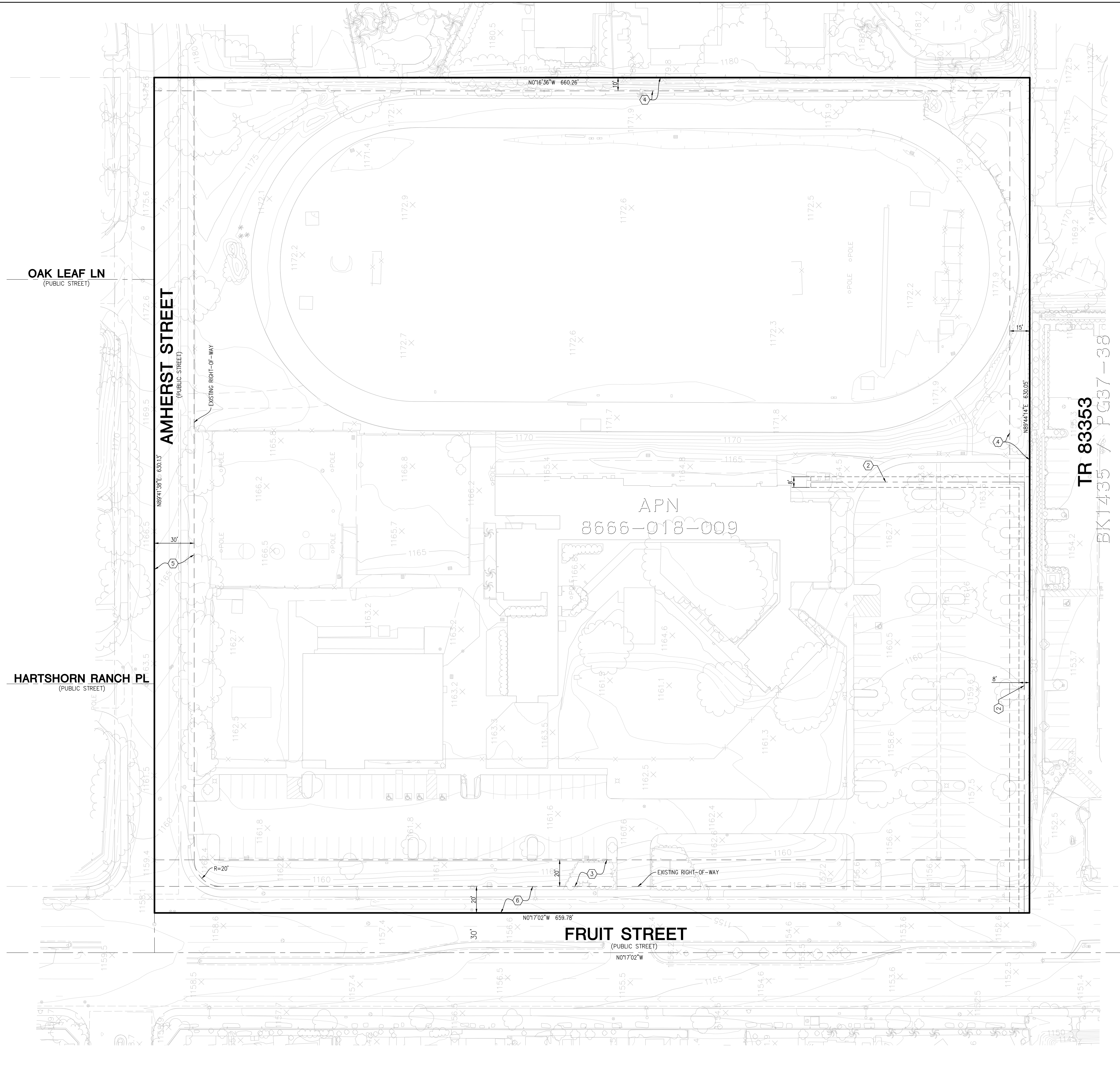
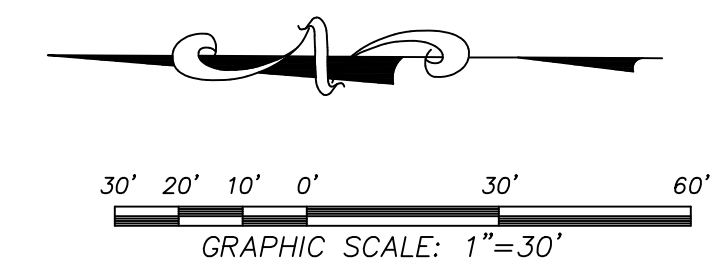
- ITEMS LISTED BELOW ARE PER PRELIMINARY REPORT NO. 09187071 DATED MARCH 6, 2024 BY COMMONWEALTH LAND TITLE COMPANY, LOCATED AT 4400 MCCARTHUR BLVD., SUITE 800, NEWPORT BEACH, CA 92660
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
  - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION.  
PURPOSE: PUBLIC UTILITIES.  
RECORDING DATE: SEPTEMBER 2, 1976. RECORDING NO: 3200 OF OFFICIAL RECORDS. AFFECTS: A PORTION OF SAID LAND.
  - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: THE CITY OF LA VERNE, A MUNICIPAL CORPORATION.  
PURPOSE: LANDSCAPING PURPOSES.  
RECORDING DATE: JANUARY 13, 1977. RECORDING NO: 77-45568 OF OFFICIAL RECORDS. AFFECTS: A PORTION OF SAID LAND.
  - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: THE CITY OF LA VERNE, A MUNICIPAL CORPORATION.  
PURPOSE: STORM DRAIN PURPOSES.  
RECORDING DATE: JANUARY 13, 1977. RECORDING NO: 77-45569 OF OFFICIAL RECORDS. AFFECTS: A PORTION OF SAID LAND.
  - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: THE CITY OF LA VERNE, A MUNICIPAL CORPORATION.  
PURPOSE: STREET AND HIGHWAY PURPOSES.  
RECORDING DATE: JANUARY 13, 1977. RECORDING NO: 77-45570 OF OFFICIAL RECORDS. AFFECTS: A PORTION OF SAID LAND.
  - EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: THE CITY OF LA VERNE, A MUNICIPAL CORPORATION.  
PURPOSE: STREET AND HIGHWAY PURPOSES.  
RECORDING DATE: JANUARY 13, 1977. RECORDING NO: 77-45571 OF OFFICIAL RECORDS. AFFECTS: A PORTION OF SAID LAND.
  - A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AMOUNT: \$5,000,000.00.  
DATED: OCTOBER 27, 2023. TRUSTOR/GRANTOR: THE PACIFIC SOUTHWEST DISTRICT OF THE LUTHERAN CHURCH - MISSOURI SYNOD, A CALIFORNIA NONPROFIT CORPORATION. TRUSTEE: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD, A MISSOURI NONPROFIT CORPORATION. BENEFICIARY: LUTHERAN CHURCH EXTENSION FUND - MISSOURI SYNOD, A MISSOURI NONPROFIT CORPORATION. LOAN NO: 99080319. RECORDING DATE: NOVEMBER 2, 2023. RECORDING NO: 2023-753265 OF OFFICIAL RECORDS.

**BASIS OF BEARINGS**

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF FRUIT STREET BEING N0017°02'W AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 288 PAGE 41 IN THE OFFICE OF THE LOS ANGELES RECORDER.

**LEGEND**

- BOUNDARY
- EASEMENTS
- CENTERLINE



| REV | DATE | REVISIONS DESCRIPTION |
|-----|------|-----------------------|
|     |      |                       |
|     |      |                       |
|     |      |                       |

PREPARED BY:  
**AS**  
**ADAMS STREETER**  
Civil Engineers  
1875 Van Kesteren, Suite 200, La Verne, CA 91705 | 951.411.1100 | adamsstreeter.com  
Date: 7/15/2024  
Nicholas A. Steeter RCE 70862

DEVELOPER:  
**ARROYO LAND GROUP**  
435 YALE AVENUE  
CLAREMONT, CA 91711

REGISTERED PROFESSIONAL ENGINEER  
NICHOLAS A. STREETER  
C 70862  
CIVIL  
STATE OF CALIFORNIA

Scale: As Noted On Plan  
Created: 7/15/2024  
Revised:

**SURVEY**  
**VILLAGES AT LEGACY GREEN**  
3960 FRUIT STREET  
CITY OF LA VERNE, CALIFORNIA

SHEET  
**C-1**

# EXHIBIT C

# VILLAGES AT LEGACY GREEN

LA VERNE, CALIFORNIA

July 10th 2024

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ARROYO LAND GROUP



ILLUSTRATIVE SITE PLAN  
**VILLAGES AT LEGACY GREEN**  
 LA VERNE, CA



### Zoning Summary

Existing General Plan: Community Facility / Freeway  
 Proposed General Plan: Specific Plan-Mixed Use

Existing Zoning: Institutional  
 Proposed Zoning: Foothill Boulevard Specific Plan

Density: 10-30 Du/Ac  
 Max. Building Height: 30'  
 Max. Lot Coverage: 35%  
 Common Open Space: 45%

### Project Summary

**Total Site Area:** ± 9.3 Acres (Gross, from Amherst CL)  
 ± 8.8 Acres (Gross, from ROW)  
 ± 7.5 Acres (Net, excluding the Ex.Gym and Parking Lot)

**Total Units:** 128 Homes

- (52) 2-Story SFD Court - Gross sq ft. per unit
  - (28) Plan 1: ± 1,735 SF | 3 Bdrm | 2.5 Bath
  - (12) Plan 2: ± 1,850 SF | 3 Bdrm | 2.5 Bath
  - (12) Plan 3: ± 2,183 SF | 4 Bdrm | 2.5 Bath
- (76) 3-Story Townhomes - Gross sq ft. per unit
  - (30) Plan 1: ± 1,455 SF | 3 Bdrm | 3.0 Bath
  - (26) Plan 2: ± 2,057 SF | 4 Bdrm | 3.5 Bath
  - (20) Plan 3: ± 2,147 SF | 4 Bdrm | 3.5 Bath

**Density:** 13.8 Du/Ac (Gross, from Amherst CL)  
 14.5 Du/Ac (Gross, from ROW)  
 17.1 Du/Ac (Net)

**Parking:**

Required: 294 Spaces  
 (256) 2-Car Garage  
 (38) 0.5 Guest Spaces per MF

Provided: 294 Spaces  
 (256) 2-Car Garage  
 (12) Driveway  
 (21) On-street  
 (05) Head-in

**Open Space:**  
 Provided: 1.3 Acres (Gym and Parking)

**Lot Coverage:**  
 32% (130,000 total building sf / 405,108 site gross sf)

#### Notes:

1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information per civil engineer.
4. Civil engineer to verify all setbacks and grading information.
5. Building Footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.



SFD Motorcourt facing Internal Neighborhood Street



Note: Artist's conception; colors, materials and application may vary.

Townhomes facing Fruit Street

**CONCEPTUAL STREETSCENES**  
**VILLAGES AT LEGACY GREEN**

LA VERNE, CA



DRY CREEK



KIDS PLAY ARCHWAY



ADA ACCESSIBLE MUSIC PLAY



KIDS NATURE PLAY



ENTRY MONUMENT



SHADE STRUCTURE



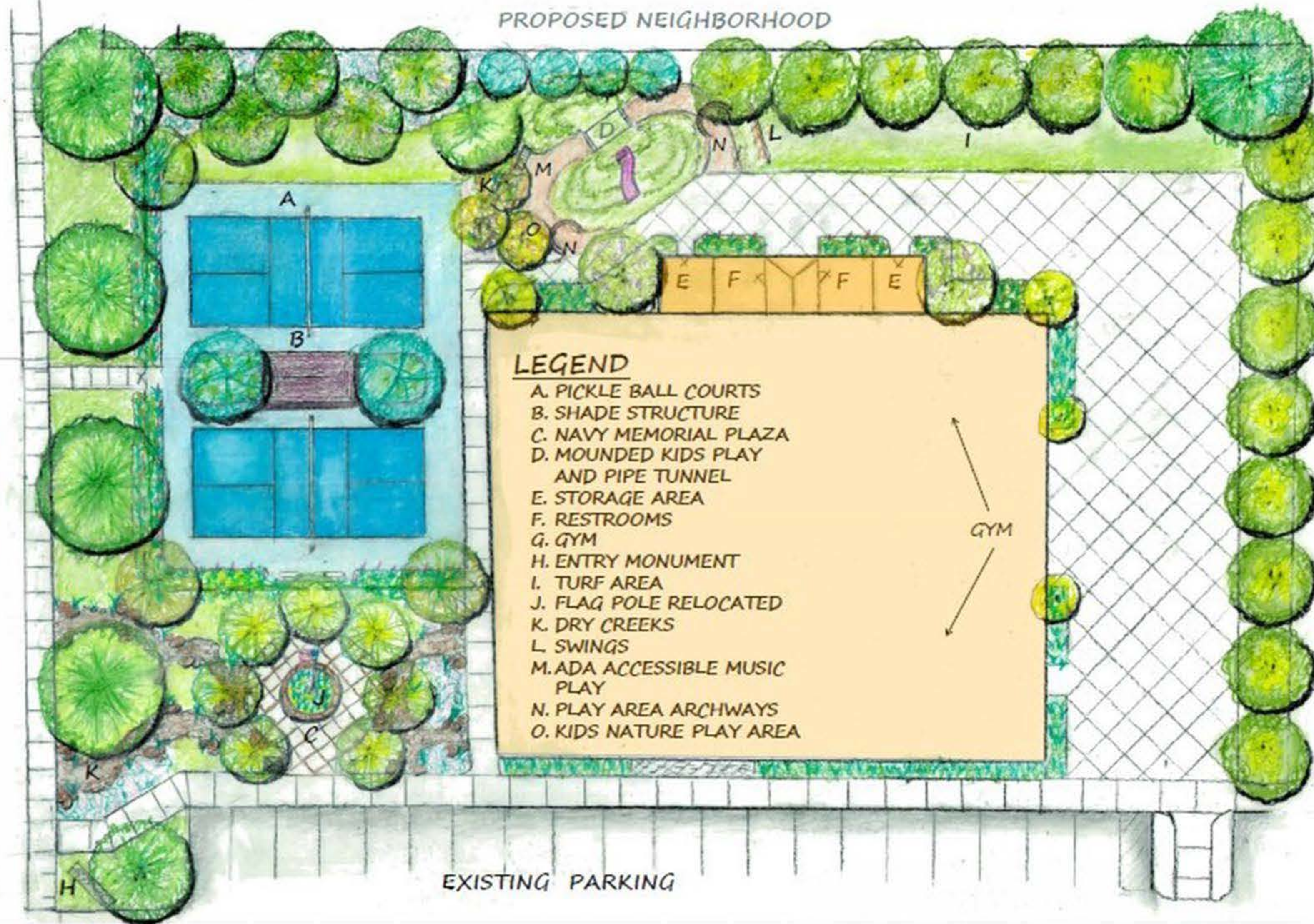
MEMORIAL MONUMENT



MOUNDED KIDS PLAY TUNNEL



GYM



FLAG MEMORIAL



KIDS NATURE PLAY



NATURE PLAY AREA

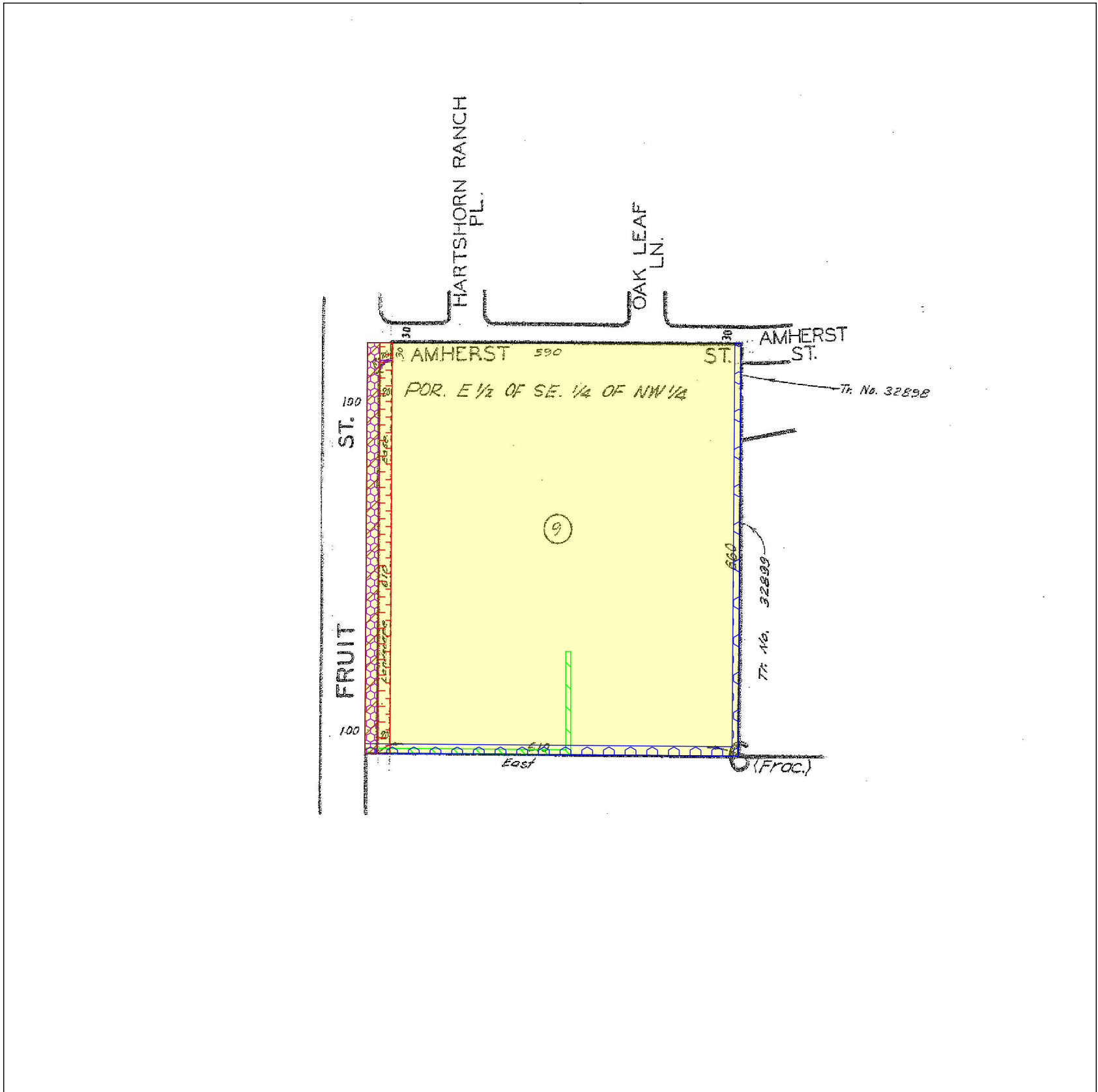
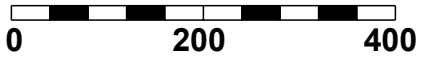


PICKLE BALL COURTS



# EXHIBIT D

Scale 1 inch = 200 Feet



**LEGEND**

- Fee, Property in Question

Item No. 6 - Easement for street and highway purposes  
01/13/1977, Instrument No. 77-45571, of Official Records  
Affects as described therein
- Item No. 2 - Easement for public utilities  
09/02/1976, Instrument No. 3200, of Official Records  
Affects as described therein
- Item No. 3 - Easement for landscaping purposes  
01/13/1977, Instrument No. 77-45568, of Official Records  
Affects as described therein
- Item No. 4 - Easement for storm drain purposes  
01/13/1977, Instrument No. 77-45569, of Official Records  
Affects as described therein
- Item No. 5 - Easement for street and highway purposes  
01/13/1977, Instrument No. 77-45570, of Official Records  
Affects as described therein

|  |  |   |
|--|--|---|
| ©2024<br><b>Commonwealth Land Title Company</b><br>4100 Newport Place Dr, Suite 120<br>Newport Beach, CA 92660<br>Phone: (949) 724-3140  | Title Order No. 9187071, Preliminary Report Dated as of March 14, 2024<br>Reference : 8666-018-009<br>Property: 3960 Fruit Street, La Verne, State Of California | Drawing Date: April 07, 2024<br>Assessor's Parcel No. : 8666-018-009<br>Data :  |
| This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon. |  | Plat Showing that Portion of the Northwest Quarter of Section 6, Township 1 South, Range 8 west, San Bernardino Meridian, in the city of La Verne, County of Los Angeles, State of California |
|  |  | Sheet<br>1<br>of<br>1<br><br>Archive #  |

# EXHIBIT E

## Title Report

Commonwealth Land Title Company  
4400 MacArthur Blvd. Suite 800  
Newport Beach, CA 92660  
Attn: Grace Kim

File No.: 09187071

Property Address: 3960 Fruit Street, La Verne, CA 91750

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Commonwealth Land Title LiveLOOK report, Click Here](#)

The screenshot displays the Commonwealth LiveLOOK title report interface. On the left is a dark sidebar with navigation options: SUMMARY, REPORT, LEGAL DOCUMENTS, SUPPLEMENTS, REQUIREMENTS, NOTES, LEGAL DESCRIPTION, and APP. AT MAP. The main content area is titled 'Title #: LIVELOOK' and shows a 'SUMMARY' section. Key details include: VESTING: Sara and Suisa Siller, Husband and wife as joint tenants; ADDRESS: 1246 Main Street, Trabicon, California; FORM OF POLICY: a CCLTA/CA 2013 Homeowner's Policy of Title Insurance; and PROPERTY TAX information for the 2017-2018 fiscal year. A 'CURRENT UNLOCKS' section is highlighted in green at the top right of the main content area.

**Effortless, Efficient, Compliant, and Accessible**



Commonwealth Land Title Company  
4400 MacArthur Blvd., Suite 800  
Newport Beach, CA 92660  
Phone: (949) 724-3140

**Commonwealth Land Title Company**  
**4400 MacArthur Blvd. Suite 800**  
**Newport Beach, CA 92660**

Attn: **Grace Kim**

Your Reference No: 8666-018-009

Property Address: 3960 Fruit Street, La Verne, CA 91750

Our File No: 09187071  
Title Officer: Chris Maziar  
e-mail: TeamMaziar@cltic.com  
Phone: (949) 724-3170  
Fax: (949) 258-5740

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## PRELIMINARY REPORT

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Dated as of March 14, 2024 at 7:30 a.m.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

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.

## PRELIMINARY REPORT

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**EFFECTIVE DATE:** March 14, 2024 at 7:30 a.m.

**ORDER NO.:** 09187071-918-GKD-CM8

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

ALTA Standard Owner's Policy (7-1-21)

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:](#)

**The Pacific Southwest District of the Lutheran Church - Missouri Synod**

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

**See Exhibit A attached hereto and made a part hereof.**

**EXHIBIT A**

**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER SECTION; THENCE WEST 40 RODS; THENCE NORTH 40 RODS; THENCE EAST 40 RODS; THENCE SOUTH 40 RODS TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF THE REAL PROPERTY INCLUDED IN ANY PUBLIC ROAD.

**[APN: 8666-018-009](#)**

**[PLOTTED EASEMENTS](#)**

## EXCEPTIONS

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

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

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

|                         |   |
|-------------------------|---|
| Tax Identification No.: | 8666-018-009                                  |
| Fiscal Year:            | 2023-2024                                     |
| 1st Installment:        | \$14,580.74, Paid.                            |
| 2nd Installment:        | \$14,580.72, Open (Delinquent after April 10) |
| Penalty and Cost:       | \$1,468.07                                    |
| Homeowners Exemption:   | None  |
| Code Area:              | 05044   |

C. Any matters arising with regard to assessments of documentary transfer tax related to the measures below.

NOTICE: Certain cities in Los Angeles County impose a documentary transfer tax that is in addition to the Los Angeles County documentary transfer tax of \$.55 per \$500 (\$1.10 per \$1,000) based upon the purchase price or value of the property transferred. Additional transfer tax is imposed by the following cities in Los Angeles County:

Culver City  
Los Angeles  
Pomona  
Redondo Beach  
Santa Monica

For details about these taxes, please contact your title officer or escrow officer. Please be advised that, in the City of Santa Monica, effective March 1, 2023, for transfers of property with a sale price or value of \$8,000,000 or more, there will be a new, additional transfer tax of \$5.60 per \$100 (\$56.00 per \$1,000). In the City of Los Angeles, effective April 1, 2023, for transfers of property with a sale price or value of \$5,000,000 up to \$10,000,000, there will be a new, additional transfer tax of 4% of the entire sale price or value; for transfers with a sale price or value of \$10,000,000 or more, there will be a new, additional transfer tax of 5.5% of the entire sale price or value.

D. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

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

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

|                               |   |
|-------------------------------|---|
| Granted to:                   | Southern California Edison Company, a corporation |
| Purpose:                      | Public utilities                                  |
| Recording Date:               | September 2, 1976                                 |
| <a href="#">Recording No:</a> | <a href="#">3200 of Official Records</a>          |
| Affects:                      | A portion of said land                            |

**EXCEPTIONS  
(Continued)**

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: The City of La Verne, a municipal corporation  
Purpose: Landscaping purposes  
Recording Date: January 13, 1977  
[Recording No:](#) [77-45568 of Official Records](#)  
Affects: A portion of said land
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: The City of La Verne, a municipal corporation  
Purpose: Storm drain purposes  
Recording Date: January 13, 1977  
[Recording No:](#) [77-45569 of Official Records](#)  
Affects: A portion of said land
  
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: The City of La Verne, a municipal corporation  
Purpose: Street and highway purposes  
Recording Date: January 13, 1977  
[Recording No:](#) [77-45570 of Official Records](#)  
Affects: A portion of said land
  
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: The City of La Verne, a municipal corporation  
Purpose: Street and highway purposes  
Recording Date: January 13, 1977  
[Recording No:](#) [77-45571 of Official Records](#)  
Affects: A portion of said land
  
7. A deed of trust to secure an indebtedness in the amount shown below,  
  
Amount: \$5,000,000.00  
Dated: October 27, 2023  
Trustor/Grantor: The Pacific Southwest District of the Lutheran Church - Missouri Synod, a California nonprofit corporation  
Trustee: Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation  
Beneficiary: Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation  
Loan No.: 9990080319  
Recording Date: November 2, 2023  
[Recording No:](#) [2023-753265 of Official Records](#)
  
8. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
  
9. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

**EXCEPTIONS  
(Continued)**

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

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

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

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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**REQUIREMENTS SECTION**

1. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

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

2. In order to complete this transaction the Company requires the following:

Satisfactory evidence showing the due formation and continued existence of The Pacific Southwest District of the Lutheran Church - Missouri Synod as a legal entity under the laws of the State of California.

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

3. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

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**END OF REQUIREMENTS**

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### INFORMATIONAL NOTES SECTION

1. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 3960 Fruit Street, City of La Verne, CA 91750, to an Extended Coverage Loan Policy.
3. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
6. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
7. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
10. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

**INFORMATIONAL NOTES  
(Continued)**

11. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

|                      |  |
|----------------------|--|
| Grantor:             | Faith Lutheran High School Association Corporation                     |
| Grantee:             | The Pacific Southwest District of the Lutheran Church - Missouri Synod |
| Recording Date:      | November 2, 2023   |
| <u>Recording No:</u> | <u><a href="#">2023-753264 of Official Records</a></u>                 |

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**END OF INFORMATIONAL NOTES**

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Chris Maziar/Orp

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## Wire Fraud Alert

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

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

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

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

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

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

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

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

### **FNF Underwritten Title Company**

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

### **Underwritten by FNF Underwriters**

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

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

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

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

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

**Effective December 1, 2023**

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

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

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

## **Collection of Browsing Information**

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

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

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

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

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

## **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

## **When Information Is Disclosed**

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquies@ag.state.nv.us](mailto:aginquies@ag.state.nv.us).

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

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with

Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent to this Privacy Notice; Notice Changes**

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

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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

# ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

### EXCLUSIONS FROM COVERAGE

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

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

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

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

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

### EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

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

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

#### PART I

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

#### PART II

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

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
- a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

|                  | <u>Your Deductible Amount</u>   | <u>Our Maximum Dollar<br/>Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00<br>(whichever is less) | \$10,000.00                                      |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00<br>(whichever is less) | \$25,000.00                                      |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00<br>(whichever is less) | \$25,000.00                                      |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00<br>(whichever is less) | \$5,000.00                                       |

### 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:

Our Maximum Dollar

|                  | <u>Your Deductible Amount</u>   | <u>Limit of Liability</u> |
|------------------|---|---------------------------|
| Covered Risk 16: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00<br>(whichever is less) | \$10,000.00               |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00<br>(whichever is less) | \$25,000.00               |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00<br>(whichever is less) | \$25,000.00               |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00<br>(whichever is less) | \$5,000.00                |

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

### EXCLUSIONS FROM COVERAGE

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

1.
  - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### EXCEPTIONS FROM COVERAGE

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

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

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

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

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

### EXCLUSIONS FROM COVERAGE

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

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

### EXCEPTIONS FROM COVERAGE

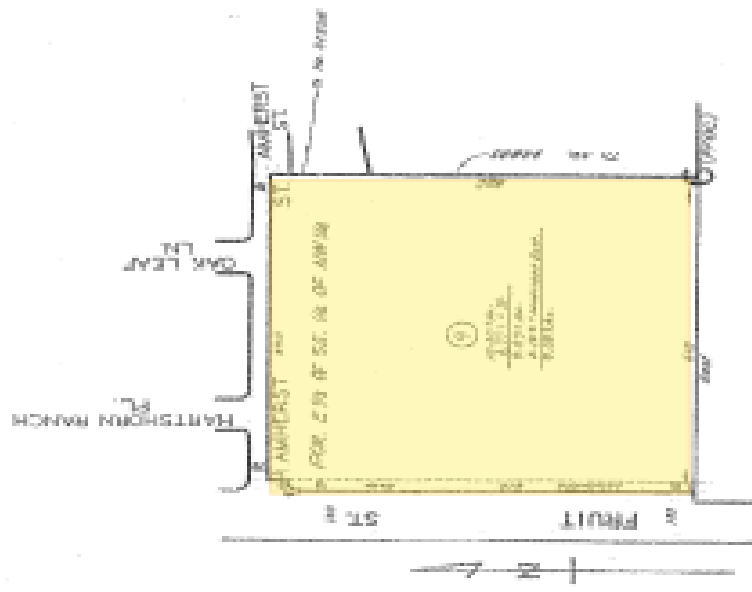
This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

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

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

9666 18  
SCALE 1" = 200'

2001



T. 1 S., R. 6 W.

CODE

1044

POB. PATY. ADJUT. ME.  
944-5

ADDRESS  
COUNTY OF US

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