



THIS IS A NEW PROJECT REFERRAL / SUMMARY

DATE: 10/15/2025

TO: APCD, ASSESSOR, BUILDING, COUNTY FIRE, ENVIRONMENTAL HEALTH, HEAL SLO, CHIEF OF STAFF 3RD DIST, PARKS, PUBLIC WORKS, SHERIFF, STORM WATER, AVILA VALLEY ADVISORY COUNCIL, AT&T, CHARTER CABLE TV, PG&E, SOUTHERN CAL GAS CO., SAN LUIS COASTAL SCHOOL DISTRICTS, AND BICYCLE ADVISORY COMMITTEE.

FROM: Jeremy Freund / 805-781-5621 / jfreund@co.slo.ca.us

PROJECT NUMBER & NAME: Vesting Parcel Map (CO 25/ 0052) / (N-SUB2025-00066) Knauer

PROJECT DESCRIPTION: A request by Knauer for a Vesting Parcel Map (CO 25/ 0052) (N-SUB2025-00066) to subdivide an existing 1.36 acre into four parcels of 15,249 square feet, 16,169 square feet, 13,024 square feet and 15,011 square feet each for the purpose of sale and/or development. Includes a 3.96 acre parcel for dedicated open space. No site disturbance is proposed and includes a private access road. The proposed road name to be determined. The proposed project is within Residential Suburban and Open Space land use categories and is located 6390 Lupine Canyon Road San Luis Obispo in the San Luis Bay Inland Subarea North Planning Area

APN: 076-189-005 & 076-189-006

Please submit comments within 14 days from receipt of this referral. CACs please respond within 60 days. Thank you. In your response, please consider and/or indicate the following:

PART I: IS THE ATTACHED INFORMATION ADEQUATE TO COMPLETE YOUR REVIEW?

- YES (Please go on to PART II.)
NO (Call me ASAP to discuss what else you need. We have only 10 days in which we must obtain comments from outside agencies.)

PART II: ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

- YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)
NO (Please go on to PART III.)

PART III: INDICATE YOUR RECOMMENDATION FOR FINAL ACTION.

Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial.

IF YOU HAVE "NO COMMENT," PLEASE INDICATE (VIA E-MAIL OR PHONE).

Table with 3 columns: Date, Name, Phone

*All information and/or material provided in the following Referral Package is valid for 90 days after this correspondence. After that time please contact the Project Manager for the most updated information.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

PLN-1118
04/01/2020

Land Division – Checklist & Application Package

REQUIRED MATERIALS AND INFORMATION

The following information is required to be submitted with your application. If additional information is necessary for application review, Department staff will notify applicants and/or authorized agents.

We are now accepting initial application materials in digital format but may request hard copies of documents and plans as necessary review and processing. Digital files should be in PDF format, and in a higher resolution to support digital review of all plan and map details.

FORMS

For applications via the Online Permit Portal: please upload this complete and digitally signed application package PLN-1000 (as detailed below).

Please provide one (1) completed copy of the following form:

- PLN-1118: Land Division – Checklist & Application Package.** This form conveniently combines all the following forms into one, and begins with a Checklist of Materials and Information Requirements for Applications
 - GEN-3000: General Application Contact Information
 - PLN-2050: Land Division – Project Information Form
 - PLN-1003: Environmental Description Form
 - PLN-1006: Information Disclosure form
 - PLN-1012: Land Use Consent of Property Owner form (only if applicant does not own the property)
 - PLN-1122: Hazardous Waste and Substances Statement Disclosure (PLN-1122)

FEES

- Application fee (refer to current [fee schedule](#))

TENTATIVE MAP OR ADJUSTMENT MAP

For applications via the Online Permit Portal: please upload during initial application submittal. The Department may request up to 4 copies of full-sized hard copy plans for inter-agency review as necessary.

The tentative parcel map, tentative tract map, or lot line adjustment map must show the following items (where they apply to your site):

- North arrow and scale, the legal description and the assessor parcel number(s) for the property, the name and address of the record owner(s) of the subdivision. A vicinity map showing precisely how to drive to the site (include street names and distances to help describe how to get to the site).
- Exterior boundaries and dimensions of the original parcel, with dimensions shown in feet based on survey data or information of record, and areas of the property shown in square feet or acres to the nearest tenth.
- The proposed division or adjusted lines with dimensions in feet and the gross and net area of each parcel created by the divisions in square feet or acres to the nearest tenth. Each proposed parcel must

Land Division – Checklist & Application Package

be designated on the Tentative Map by a number. The proposed use of the property must also be shown.

- Existing structures and their uses, wells, septic tanks, driveways, and other improvements on the original parcel, accurately located and drawn to scale. The distance between structures, the distance from existing structures to the boundary lines of the new parcel on which the structures will be located, and the height of each structure shown. Such distances may be required to be established by a registered civil engineer's or licensed land surveyor's survey.
- Location, name, width and pavement type of all adjoining contiguous highways, streets, roads, and alleys. Existing/proposed curb, gutter and sidewalk. All points of access, both existing and proposed
- Location, width and purpose of all existing and proposed easements, driveways, streets (with proposed names) and appurtenant utilities.
- Types and location of existing/proposed water supply and sewage disposal facilities.
- Contour Map showing the following (not required for a Lot Line Adjustment or a Public Lot):
 - Proposed parcels larger than 10 acres:
 - 40 acres or larger - 40-foot intervals;
 - 20 to 40 acres - 20-foot intervals;
 - 10 to 20 acres - 10-foot intervals
 - Proposed parcels smaller than 10 acres:
 - 0-12 percent slope - 2-foot intervals;
 - More than 12 percent - 5-foot intervals
- General location of major topographic and man-made features, such as rock outcrops, bluff tops, watercourses, drainage channels, drainage structures, streams, ponds, swales and graded areas.
- Approximate high-water lines in lakes or reservoirs, and the mean high tide line of the ocean. The location of all areas subject to inundation or stormwater overflow.
- Location, diameter (at 4 feet above grade), species, approximate canopy cover (dripline) of all trees on the site, noting which will remain and which are proposed for removal, and include proposals for replacement of trees to be removed.
- All areas proposed for grading and landscaping.
- Any areas proposed to be reserved and maintained as open space.
- Any designated building sites proposed to minimize grading, tree removal and other potential impacts, or areas proposed for exclusion from construction activities. Also include any proposed building setback lines different from those established by ordinance.
- Coastal Access - If the project is within the coastal zone and located between the ocean and the nearest public road, applications shall include the locations of the nearest public access points to the beach.

ADDITIONAL REQUIRED INFORMATION

For applications via the Online Permit Portal: please upload during initial application submittal. The Department may request up to 4 copies of full-sized hard copy plans for inter-agency review as necessary.

Land Division – Checklist & Application Package

- Title report - preliminary, dated within the last six months
- Legal lot verification - 1 copy of a statement, describing how the parcel(s) was/were legally created.
- Lot Line Adjustment – Justification or reason for the proposed lot line adjustment (only required for lot line adjustments).
- Improvements – Statement of road improvements and public utilities proposed to be made or installed, and timing of proposed completion. May include a road and/or culvert plan and profile and a streetscape plan.
- Environmental Health Letter – A letter verifying evidence of water and septic/sewer from the County Environmental Health Department (not required for lot line adjustments or public lots)
- Design Modifications/Road Exceptions – Justification and reason for any adjustments to the provisions of the Real Property Division Ordinance (Title 21), Section 21.03.010 or the standard improvement specifications and drawings – if applicable (not required for lot line adjustments or public lots).
- Public Lot – A statement from the public agency explaining what the public lot will be used for and the justification or reason for the request (only required for public lots).
- Abandoned oil and gas wells statement - 1 copy identifying any abandoned oil or gas wells on the parcel(s). This information is available from the California Division of Oil & Gas, 195 South Broadway, Suite 101, Orcutt, CA 93455, (805) 937-7246. (if applicable)

SUPPLEMENTAL INFORMATION

The following information may be required, depending on your Land Division application type.

If you had a pre-application meeting and any of these items were indicated, they are required for a complete submittal. For applications via the Online Permit Portal, these can be uploaded with your initial application submittal, or later when your full Plan Case has been created.

Preliminary soils report - 1 copy prepared by a geotechnical engineer or qualified registered civil engineer (required for all tract maps). This provision may be waived, upon receipt of a written request if Public Works determines the information is unnecessary. Preliminary soils report may be required for tentative parcel maps.

- Preliminary grading/drainage/erosion control plan - 1 copy prepared pursuant to Section 22.52/23.05.020 and .040 or to Public Works improvement plan standards.
- Preliminary Landscaping Plan prepared pursuant to Section 22.16/23.04.180, et seq.
- Fire Safety Plan prepared pursuant to Section 22.52/23.05.080, et seq. and fire response time verification (where applicable).
- Agricultural buffers - if any adjacent parcels are used for agriculture, show all proposed agricultural buffers.
- Archeological report - 2 copies (where required).
- Biological report - 2 copies (where required).
- Botanical report - 2 copies (where required).
- Noise Study - 2 copies if the property either adjoins or will be a noise generator or a potential source of noise.
- Traffic Study
- Visual Analysis – for applications that propose development along significant visual corridors such as Highways 1 and 101



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

PLN-2050
04/01/2020

Land Division - Project Information Form

APPLICATION TYPE - CHECK ALL THAT APPLY

- Public Lot, Receiving Site, Sending Site, Condominium (new or conversion), Reversion to Acreage, Road Abandonment, Road Name, Amendment to approved land division, Tract Map, Parcel Map, Lot Line Adjustment

What is the proposed density or parcel size: _____

Number of existing lots/parcels/certificates: _____ Existing lot/parcel size(s): _____

What will the property be used for after division? _____

PROPERTY, PARCEL, AND PERMIT HISTORY:

Is the property part of a previous subdivision that you filed? ___Yes ___No

If Yes, please provide map number

Tract No.: _____ Parcel Map No.: _____ Lot Line Adjustment No.: _____

Have you reviewed county records to determine if the subject property has ever been the subject of a recorded certificate of compliance or a recorded map? ___Yes ___No

Building permits or other approval? ___Yes ___No

If you answered Yes to either question, please provide copies of all applicable materials.

OFF-SITE IMPROVEMENTS:

Will off-site road or drainage improvements be required? ___Yes ___No

SURROUNDING PARCEL OWNERSHIP: Do you own adjacent property? ___Yes ___No

If Yes, what is the acreage of all property you own that surrounds the project site? _____

DESCRIBE EXISTING AND FUTURE ACCESS TO THE PROPOSED PROJECT SITE:

SURROUNDING LAND USE: what are the uses of the land surrounding your property (when applicable, please specify all agricultural uses):

North: _____ South: _____

East: _____ West: _____

PROPOSED WATER SOURCE:

___ On-Site Well ___ Shared Well ___ Other: _____

Community System Agency: _____

Will-serve letter?

___Yes ___No

(if yes, please submit a copy)

PROPOSED SEWAGE DISPOSAL:

___ Individual On-Site System ___ Other: _____

Community System Agency: _____

Will-serve letter?

___Yes ___No

(if yes, please submit a copy)

RESPONSIBLE FIRE PROTECTION AGENCY: _____

Land Division – Project Information Form

AVAILABLE OR PROPOSED UTILITIES:

Cable TV Electricity Gas Telephone

ADJUSTMENTS: Are you requesting any adjustments? Yes No

If Yes, please complete the following:

- | | |
|---|---|
| <input type="checkbox"/> Parcel & site design (21.03.010(c)) | <input type="checkbox"/> Access & circulation design (21.03.010(d)) |
| <input type="checkbox"/> Flood hazard & drainage (21.03.010(e)) | <input type="checkbox"/> Water supply (21.03.010(f)) |
| <input type="checkbox"/> Sewage Disposal (21.03.010(g)) | <input type="checkbox"/> Public Utilities (21.03.010(h)) |
| <input type="checkbox"/> Road Exception (21.03.010(d)) | |

Briefly describe the reasons for the request: _____

QUIMBY ORDINANCE (SECTION 21.09.010, ET SEQ., OF TITLE 21): HOW ARE YOU PROPOSING TO MEET THE REQUIREMENTS OF THE QUIMBY ORDINANCE

- Dedicate property for park & recreation purposes
 - Pay the in-lieu fee
 - Request credit for common open space (if you are choosing this option, please complete below)
- Acreage of open space: _____ Average slope of open space: _____

Describe the on-site recreational amenities being proposed and their location on the open space:

Specify the proposed ownership and method of maintenance of the open space:

AFFORDABLE HOUSING – COASTAL ZONE ONLY (GOVERNMENT CODE SECTION 65590 – SECTION 23.04.092 OF TITLE 23)

Is your project:

- A new housing project containing 11 or more dwelling units or parcels; OR
- A demolition or conversion of one or more dwellings (includes mobile homes), where the proposed demolition or conversion involves three or more dwelling units in one structure, or 11 or more dwellings units in two or more structures AND any such units were occupied by persons or families of low or moderate income in the 12 months prior to filing the land use or division application.
- Demolition or conversion of one or more dwellings (includes mobile homes) to a non-residential use which is not “coastal dependent”.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

GEN-3000
04/01/2020

General Application Contact Information

Staff: Input File Number or File Label Here Please check ONLY ONE of the contacts as the 'Primary Billing Contact' to appear on invoices and receipts	PROPERTY OWNER		<input type="checkbox"/> Primary Billing Contact					
	Name:							
	Company:							
	Telephone:		Email Address:					
	Mailing address:							
City:		State: CA	Zip Code: 93406					
APPLICANT		<input type="checkbox"/> Primary Billing Contact		AUTHORIZED AGENT		<input type="checkbox"/> Primary Billing Contact		
Name:				Name:				
Company:				Company:				
Telephone:		Email address:		Telephone:		Email address:		
Mailing address:				Mailing Address:				
City:		State:	Zip Code:		City:		State:	Zip Code:
PROPERTY INFORMATION								
Assessor's Parcel Number:		Physical address:			Total size, in acres:			
Directions to the property (include landmarks and any gate codes):								
Describe current uses on the property (include structures, improvements, and vegetation):								
PROJECT INFORMATION								
Briefly describe the proposed project (include all uses and building heights and areas, in square-feet) and attach supplemental info as necessary:								

Legal Declaration

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

SIGNATURE: _____ **DATE:** _____

NOTE: Your application is public record and information regarding your application is available both in person and online via the Department of Planning & Building. All references to names, addresses, telephone numbers, email addresses and project details are part of this public record. All applications must be filed under the subject property's owner of record; however, you may use an alternate contact address and telephone number.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

GEN-3000
04/01/2020

General Application Contact Information

Staff: Input File Number or File Label Here		PROPERTY OWNER		<input checked="" type="checkbox"/> Primary Billing Contact	
Please check ONLY ONE of the contacts as the 'Primary Billing Contact' to appear on invoices and receipts		Name: Chris Knauer			
		Company: Searise Construction Services LLC			
		Telephone: 805-801-5251	Email Address: cknauer243@aol.com		
		Mailing address: 4100 Bassi Dr P.O. Box 1481			
		City: San Luis Obispo	State: CA	Zip Code: 93405 93406	
APPLICANT	<input type="checkbox"/> Primary Billing Contact	AUTHORIZED AGENT		<input type="checkbox"/> Primary Billing Contact	
Name:		Name:			
Company:		Company:			
Telephone:	Email address: jeff@abovegradeengineering.com	Telephone:	Email address:		
Mailing address:		Mailing Address:			
City:	State: CA	Zip Code: 93401	City:	State: Zip Code:	
PROPERTY INFORMATION					
Assessor's Parcel Number: 076-189-005 & 076-189-006		Physical address: 6380 Lupine Canyon Rd, Avila Beach, CA, 93424		Total size, in acres: 5.32	
Directions to the property (include landmarks and any gate codes): Exit HWY 101 at San Luis Bay Dr., Head west on San Luis Bay Dr to Sparrow St and turn right, Site Access is through the parking lot of the CAL Fire station					
Describe current uses on the property (include structures, improvements, and vegetation): Lot is currently undeveloped with Sycamore trees					
PROJECT INFORMATION					
Briefly describe the proposed project (include all uses and building heights and areas, in square-feet) and attach supplemental info as necessary: Lot 69 of of Tract 1497 will be subdivided into 4 parcels. To achieve the required density, Lot 70 (3.96ac) of Tract 1497 will be dedicated to the County as Open Space. This can be achieved through the current RS zoning rule (See provided Letter from Nicole Ellis [County of San Luis Obispo]).					

Legal Declaration

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

SIGNATURE:

DATE: 9/30/25

NOTE: Your application is public record and information regarding your application is available both in person and online via the Department of Planning & Building. All references to names, addresses, telephone numbers, email addresses and project details are part of this public record. All applications must be filed under the subject property's owner of record; however, you may use an alternate contact address and telephone number.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
Environmental Description

PLN-1003
01/01/2020

The California Environmental Quality Act (CEQA) requires all state and local agencies to consider and mitigate environmental impacts for their own actions and when permitting private projects. The Act also requires that an environmental impact report (EIR) be prepared for all actions that may significantly affect the quality of the environment.

To ensure that your environmental review is completed as quickly as possible, please remember to:

- 1. Answer ALL the questions as accurately and completely as possible.
2. Include any additional information or explanations where you believe it would be helpful or where required.
3. If you are requesting a land division or a re-zoning, be sure to include complete information about future development that may result from the proposed land division or rezoning.
4. Include references to any reports or studies you are aware of that might be relevant to the questions asked or the answers you provide.

Should a determination be made that the information is inaccurate or insufficient, you will be required to submit additional information upon request.

PHYSICAL SITE CHARACTERISTICS
Table with 2 columns and 5 rows of questions regarding site characteristics like slopes, flooding, drainage, grading, and sewer ponds.

Environmental Description

WATER SUPPLY INFORMATION	
What type of water supply is proposed? <input type="checkbox"/> Individual Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Community Water System	What is the proposed use of the water? <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential If non-residential, please describe: _____ _____
What is the expected daily water demand associated with the project? _____	How many service connections will be required? _____
Do operable water facilities exist on the site? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe: _____ _____	Has there been a sustained yield test on proposed or existing wells? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy.
Does Water Meet the Health Agency's Quality Requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	Bacteriological? <input type="checkbox"/> Yes <input type="checkbox"/> No
Chemical? <input type="checkbox"/> Yes <input type="checkbox"/> No	Physical? <input type="checkbox"/> Yes <input type="checkbox"/> No
Water analysis report submitted. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please check if any of the following have been completed on the subject property and/or submitted to County Environmental Health:	
<input type="checkbox"/> Well Driller's Letter <input type="checkbox"/> Water Quality Analysis OK Problems <input type="checkbox"/> Will-Serve Letter <input type="checkbox"/> Other: _____	<input type="checkbox"/> Pump Test Hours: _____ GPM: _____ <input type="checkbox"/> Surrounding Well Logs <input type="checkbox"/> Hydrologic Study
SEWAGE DISPOSAL INFORMATION (ON-SITE INDIVIDUAL DISPOSAL SYSTEM)	
Has an engineered percolation test been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy.	Has a piezometer test been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy.
Will subsurface drainage result in the possibility of effluent reappearing in surface water or on adjacent lands, due to steep slopes, impervious soil layers or other existing conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will a Waste Discharge Permit from the Regional Water Quality Control Board be required a waste discharge (typically needed in excess of 2,500 gallons per day)? <input type="checkbox"/> Yes <input type="checkbox"/> No
What is the distance from proposed leach field to any neighboring water wells? _____ feet	

Environmental Description

SEWAGE DISPOSAL INFORMATION (COMMUNITY DISPOSAL SYSTEM)	
Is this project to be connected to an existing sewer line? <input type="checkbox"/> Yes <input type="checkbox"/> No Distance to nearest sewer line: _____ Location of connection: _____	
What is the amount of proposed flow? _____ (gallons per day)	Does the existing collection treatment and disposal system have adequate additional capacity to accept the proposed flow? <input type="checkbox"/> Yes <input type="checkbox"/> No
SOLID WASTE INFORMATION	
What is the name of solid waste disposal company? _____	Where is the waste disposal storage in relation to buildings? _____
What type of solid waste will be generated by the project? <input type="checkbox"/> Domestic <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Other If other, please describe: _____	Does your project design include an area for collecting recyclable materials and/or composting materials? <input type="checkbox"/> Yes <input type="checkbox"/> No
COMMUNITY SERVICE INFORMATION	
Name of school district: _____	
Are services (grocery/other shopping) within ½ mile of the project? <input type="checkbox"/> Yes <input type="checkbox"/> No	Location of nearest... Police station: _____ Fire station: _____ Public transit stop: _____
HISTORIC AND ARCHEOLOGICAL INFORMATION	
Describe the historic use of the site: 	
Are you aware of the presence of any historic, cultural, or archaeological materials on the project site or in the vicinity? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe: _____	Has an archaeological surface survey been done for the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach two copies.
AGRICULTURAL INFORMATION	
If your land is currently vacant or in agricultural production, are there any restrictions on the crop productivity of the land? That is, are there any reasons (i.e., poor soil, steep slopes) the land cannot support a profitable agricultural crop? 	
Is the site currently in Agricultural Preserve (Williamson Act)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the site currently under land conservation contract? <input type="checkbox"/> Yes <input type="checkbox"/> No

Environmental Description

SPECIAL PROJECT INFORMATION

Describe any amenities included in the project, such as park areas, open spaces, common recreation facilities, etc. (these also need to be shown on your site plan):

Will the development occur in phases?

Yes No

If yes, please describe: _____

Are there any proposed or existing deed restrictions?

Yes No

If yes, please describe: _____

Do you have any plans for future additions, expansion or further activity related to or connected with this proposal?

Yes No

If yes, please describe: _____

ENERGY CONSERVATION INFORMATION

Describe any special energy conservation measures or building materials that will be incorporated into your project:

ENVIRONMENTAL INFORMATION

List any mitigation measures that you propose to lessen the impacts associated with your project:

Are you aware of any unique, rare or endangered species (vegetation or wildlife) associated with the project site?

Yes No

If yes, please describe: _____

Are you aware of any previous environmental determinations for all or portions of this property?

Yes No

If yes, please describe and provide permit or subdivision numbers(s): _____

OTHER RELATED PERMITS

List all permits, licenses or government approvals that will be required for your project (federal, state, and local):



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
Information Disclosure Form

PLN-1006
01/24/2020

Time Limits for Processing and Public Notice Distribution Requirements

California state law (California Government Code Section 65941.5) requires that the County provide the following information to applicants, when a permit application is filed:

- Not later than 30 days after a land use or land division application is received, the county must notify the project applicant or designated representative in writing either that the application is complete, or that items are necessary to complete the application. If you are not notified in writing, the application is considered complete. Any land use or land division application receiving a Negative Declaration must be approved or denied within 60 days of its adoption. If the project is exempt under CEQA, the project must be approved or denied within 90 days of acceptance. For land use/land division applications subject to an Environmental Impact Report (EIR), project approval/denial shall be within six months of the certification of the EIR. The County of San Luis Obispo processes the land use application and the environmental review concurrently, so these decisions are made simultaneously. (Government Code Sections 65943 and 65950, et seq.)
- A project applicant may make a written request to the county to receive notice of any proposal to adopt or amend the general plan and the land use, real property division, building and construction, road name and addressing, and growth management ordinances which might reasonably be expected to affect that applicant's project. The county offers a subscription service for notification of either: (1) all applications received by the county, or (2) Planning Commission agendas. The cost for each of these services is established by the county fee ordinance. (Government Code Sections 65945, 65945.3 and 65945.5)
- When a property was created through recordation of a final or parcel map, and it is within five years of recordation, the county cannot withhold or condition the issuance of building permits for residential units based on conformance with conditions that could have been imposed as conditions of the tentative map, except where: (1) A failure to do so would place subdivision residents or residents in the immediate area in a condition perilous to health, safety or both; or (2) The condition is required in order to comply with state or federal law. (Government Code Section 65961)
- Copies of Government Code Sections are available at the County of San Luis Obispo Law Library, County Government Center, San Luis Obispo, California.

Right to Farm Disclosure

The County of San Luis Obispo recognizes the statewide policy to protect and encourage Agriculture. Sections 3482.5 and 3482.6 of the California Civil Code and Chapter 5.16. of the San Luis Obispo County Code protect certain, pre-existing agricultural production and processing operations ("agricultural operation") from nuisance claims. If your property is near a protected agricultural operation, you may be subject to certain inconveniences and/or discomforts which are protected by law. In order for the agricultural operation to be protected, the following requirements of Civil Code Sections 3482.5 and 3482.6 must be satisfied:

Information Disclosure Form

1. The agricultural operation must be conducted or maintained for commercial purposes;
2. The agricultural operation must be conducted or maintained in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality;
3. The agricultural operation predated the affected use(s) on your property; (4) The agricultural operation has been in existence for more than three years; and (5) The agricultural operation was not a nuisance at the time it began.

If your property is near an agricultural operation in the unincorporated area of the County which satisfies the above requirements, you may at times be subject to one or more inconveniences and/or discomfort arising from that operation. Such inconveniences may include (depending upon the type of agricultural operation protected), but are not necessarily limited to, the following: noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts, night time lighting, operation of machinery and the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. For additional information pertaining to this disclosure and the Right to Farm Ordinance, or concerns with an agricultural operation, please contact the San Luis Obispo County Agricultural Commissioner's Office.

Landfill Disclosure

Please answer the following question: "This project is within ½ mile of one of the landfills in the North County planning area (Paso Robles Municipal or Chicago Grade Landfills)" Yes No

Acknowledgement

I acknowledge that I have read and understand the sections detailed above:

1. Time Limits for Processing and Public Notice Distribution Requirements
2. Right to Farm Disclosure
3. Landfill Disclosure

 Applicant Signature

 Date

 Additional Applicant Signature (if applicable)

 Date

PLN-1006
01/24/2020

Information Disclosure Form

1. The agricultural operation must be conducted or maintained for commercial purposes;
2. The agricultural operation must be conducted or maintained in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality;
3. The agricultural operation predated the affected use(s) on your property; (4) The agricultural operation has been in existence for more than three years; and (5) The agricultural operation was not a nuisance at the time it began.

If your property is near an agricultural operation in the unincorporated area of the County which satisfies the above requirements, you may at times be subject to one or more inconveniences and/or discomfort arising from that operation. Such inconveniences may include (depending upon the type of agricultural operation protected), but are not necessarily limited to, the following: noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts, night time lighting, operation of machinery and the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. For additional information pertaining to this disclosure and the Right to Farm Ordinance, or concerns with an agricultural operation, please contact the San Luis Obispo County Agricultural Commissioner's Office.

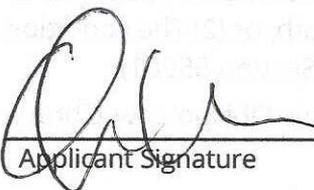
Landfill Disclosure

Please answer the following question: "This project is within ½ mile of one of the landfills in the North County planning area (Paso Robles Municipal or Chicago Grade Landfills)" Yes No

Acknowledgement

I acknowledge that I have read and understand the sections detailed above:

1. Time Limits for Processing and Public Notice Distribution Requirements
2. Right to Farm Disclosure
3. Landfill Disclosure


Applicant Signature

Sept 30, 25
Date

Additional Applicant Signature (if applicable)

Date



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
Land Use Consent of Property Owner

PLN-1012
04/01/2020

Property Address: 6380 Lupine Canon Rd., Avila Beach, CA 93424	APN(s): 076-189-005 & 006
Project Description: Subdivision of Existing Lot 69 into 4 parcels & Offer of Dedication for Open Space of Existing Lot 70 of Tract 1497	

CONSENT

I (we) the undersigned owner(s*) of record of the fee interest in the parcel of land located at the above address, identified as the above Assessor Parcel Number, for which a construction permit, land use permit, land division, general plan or ordinance amendment, or LAFCO application referral is being filed with the County requesting an approval for the above project description, do hereby certify that:

- Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permit applications in connection with this matter.
- I (we) hereby grant consent to the County of San Luis Obispo, its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the county, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
- If prior notice is required for an entry to survey or inspect the property, please contact:
- I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property (dogs, hazardous materials, or specify none)

CONSENT GRANTOR / PROPERTY OWNER		AUTHORIZED AGENT FOR CONSENT GRANTOR	
Name: Chris Knauer	Phone: 805-801-5141	Name:	Phone:
Searise Construction Services LLC		Company / Agency:	Email:
Full Mailing Address: 1190 Bassi Dr San Luis Obispo, CA 93405		Full Mailing Address:	
Signature: 	Date: Sept 30, 20	Signature:	Date:

*attach additional PLN-1012 forms for multiple owners, if applicable



COUNTY OF SAN LUIS OBISPO
 DEPARTMENT OF PLANNING & BUILDING
 Hazardous Waste and Substances Statement Disclosure

PLN-1122
 04/01/2020

PROJECT TITLE: _____ PROJECT APN(s): _____

Per Government Code section 65962.5, known as the 'Cortese List' (AB3750), I have consulted the following website resources and lists to determine if the subject property contains hazardous wastes or substances:

- List of Hazardous Waste and Substances sites from Department of Toxic Substances Control (DTSC) EnviroStor database (<http://www.envirostor.dtsc.ca.gov/public/>)
- List of Leaking Underground Storage Tank Sites by County and Fiscal Year from Water Board GeoTracker database (<http://geotracker.waterboards.ca.gov/>)
- List of solid waste disposal sites identified by Water Board with waste constituents above hazardous waste levels outside the waste management unit (PDF). (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/CurrentList.pdf>)
- List of "active" CDO and CAO from Water Board PLEASE NOTE: This list contains many Cease and Desist Orders and Cleanup and Abatement Orders that do NOT concern the discharge of wastes that are hazardous materials. (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>)
- List of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC (<https://calepa.ca.gov/sitecleanup/corteseList/section-65962-5a>)

After consultation with each of the lists provided on the above websites, I verify that the subject parcel(s) and proposed development (and any alternative development sites, if applicable):

- Is not** included on any of lists found on the above-referenced websites.
- Is** included on one or more of the lists found on the above-referenced websites. Pursuant to Section 65962.5 of the Government Code. the following information is provided related to this site/application:

Name of Applicant: _____

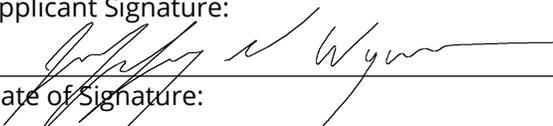
Address of site (street name & number if available, City, State and ZIP Code):

Local agency (city/county): _____

Assessor's book, page, and parcel number: _____

Specify any list pursuant to Section 65962.5 of the Government Code: _____

Regulatory identification number: _____ Date of list: _____

Applicant Signature: 	Applicant Name (Print):
Date of Signature:	Phone:
Email:	



July 14, 2025

San Luis Obispo County Department of Planning and Building
County Government Center
San Luis Obispo, CA 93408

Subject: CONDITIONAL WILL SERVE WATER AND SEWER SERVICE-
Parcel 69 Tract 1497
Searise Constructions Services
Residential Development 4 unit

Dear San Luis Obispo County Department of Planning and Building,

This Conditional Will Serve Letter is limited to the Project as described above.

The Project is located within the San Miguelito Mutual Water Company (SMMWC) service area and the Project applicant is a SMMWC Shareholder.

SMMWC requires the following Conditions/Mitigations to be placed on the Project prior to the issuance of a Final Will Serve Letter and receiving Water and Wastewater service:

- Comprehensive Project Construction Plans including site plans, infrastructure and utility improvement plans signed by SMMWC prior to issuing construction permits.
- A Checking and Inspection Agreement must be signed.
- Provide a Registered Civil Engineer's report that shows the combined Peak hourly flow from the project does not exceed 80gpm.
- Searise Construction Services and SMMWC Board shall enter into an agreement for the issuance of new shares, and an agreement to purchase State Water. The new shares shall be issued following the recordation of the Vesting Parcel Map and payment, but prior to the sale of any of the parcels.

No new water service meter will be installed, or connections made to the SMMWC system until all Conditions/Mitigations in this letter are fulfilled.

This letter confirms that SMMWC has the physical capability to provide ample potable water and capacity in our wastewater collection system to meet project demands.

If you have any further questions, please feel free to contact our office.

Sincerely,
San Miguelito Mutual Water Company

A handwritten signature in black ink, appearing to be 'Dwayne Chisam', written over a horizontal line.

Dwayne Chisam, General Manager

Legal Lot Verification

Lots 69 & 70 were created via Tract Map 1497, Recorded December 23, 1993 in Book 17 of Maps at page 14, in the office of the County recorder, County of San Luis Obispo, State of California.



Sycamore Removal

From: Ed Wasniowski (edwasniowski@gmail.com)

To: cknauer243@aol.com

Date: Wednesday, June 4, 2025 at 08:12 AM PDT

The cluster of Sycamore trees on lot 69 in San Luis Bay Estates. Over the years these trees have had several large limb failures, leaving open wounds that do not correctly heal making them more prone to disease and pests. This species of tree grow very thick and heavy all the way throughout rather than tapering down the higher you go, creating heavy limbs. I would not recommend building anything underneath.

Eddie Wasniowski
Blue Diamond Tree Service
License # 1066484
805-395-1476
Sent from my iPhone

CLTA STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by:



Fidelity National Title
Insurance Company

Policy Number:

FSLC-0012500584

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

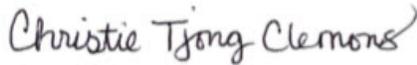
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Fidelity National Title Company
1234 Monterey Street, Suite 110
San Luis Obispo, CA 93401

Countersigned By:



Christie Clemons
 Authorized Officer or Agent

Fidelity National Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

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.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 6380 Lupine Canyon Road, Avila Beach, CA 93424

SCHEDULE A

Name and Address of Title Insurance Company: **Reece Benson**
 Fidelity National Title Company
 1234 Monterey Street, Suite 110
 San Luis Obispo, CA 93401

Policy Number: FSLC-0012500584

Date of Policy	Amount of Insurance	Premium
June 30, 2025 at 02:30 PM	\$400,000.00	\$1,454.00

1. The Insured is:
 Searise Construction Services, LLC, a California limited liability company
2. The estate or interest in the Land insured by this policy is:
 A Fee
3. The Title is vested in:
 Searise Construction Services, LLC, a California limited liability company
4. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 076-189-005

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 69 OF TRACT NO. 1497, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED DECEMBER 23, 1993 IN BOOK 17, PAGE 14 OF MAPS.

EXCEPTING THEREFROM A PORTION OF SAID LAND ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND AND CHARACTER IN, ON OR UNDER SAID LAND AS CONVEYED TO LOUIS J. MARRE AND TRESSA B. MARRE IN DEED RECORDED FEBRUARY 11, 1959 IN BOOK 982, PAGE 396 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL THE OIL GAS AND HYDROCARBONS ON, IN AND UNDER SAID PROPERTY, BUT WITHOUT THE RIGHT OF SURFACE ENTRY FOR THE PURPOSES OF EXPLORING FOR, MINING FOR, OR PRODUCING THEM AS RESERVED IN THE DEED FROM LUIGI MARRE LAND AND CATTLE COMPANY RECORDED DECEMBER 14, 1966 IN BOOK 1419, PAGE 265 OF OFFICIAL RECORDS.

**SCHEDULE B
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.

END OF SCHEDULE B - PART I

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

PART II

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. 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.
3. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

4. An Agreement to Participate in and not oppose formation of any assessment district for the construction and installation of road and bridge improvements dated April 8, 1986 by and between San Luis Bay Estates, Inc., a California corporation, and the County of San Luis Obispo, a political subdivision of the State of California, recorded April 14, 1986 in Book 2821, Page 10, of Official Records.
5. Conditions and restrictions contained in Modified Declaration of Covenants, Conditions and Restrictions and Reservations of Easements

Recorded: September 28, 1987 in Book 3052 at Page 587 of Official Records

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 9, 1987
Recording No: Book 3057, Page 582, of Official Records

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: March 14, 1997
Recording No.: 1997-012649, of Official Records

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowners Association

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

Granted to: Pacho Limited Partnership, a California Limited Partnership and San Luis Bay Limited Partnership, a California Limited Partnership
Purpose: Water pipelines and water works
Recording Date: April 28, 1989
Recording No.: Book 3306, Page 539, of Official Records
Affects: A portion of the herein described land

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Walkway and public utilities
Affects: Front 6 feet

9. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation, et.al
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
Recording No.: 1993-080200, of Official Records

Which among other things provides: Agreement for mitigations for Water Supply for Tracts 1497, 1563 and 1614

Reference is hereby made to said document for full particulars.

10. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
Recording No.: 1993-080201, of Official Records

Which among other things provides: Agreement for mitigation for Tract 1497

Reference is hereby made to said document for full particulars.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

11. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
Recording No.: 1993-080202, of Official Records

Which among other things provides: Agreement for payment of Road Improvement Fee

Reference is hereby made to said document for full particulars.

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 23, 1993
Recording No.: 1993-080205, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions
Recording Date: June 1, 2000
Recording No.: 2000-030308, of Official Records

Modification(s) of said covenants, conditions and restrictions
Recording Date: October 14, 2015
Recording No.: 2015052823, of Official Records

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowner Association

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

13. A Notice

Entitled: Water Company Stock Encumbrance
Executed by: San Miguelito Mutual Water Company
Recording Date: March 15, 2010
Recording No: 2010011861, of Official Records

Reference is hereby made to said document for full particulars.

14. Any lien or right to a lien for services, labor or material not shown by the Public Records.
15. 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.
16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
17. 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.

END OF SCHEDULE B - PART II

CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;

(continued)

- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(continued)

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

(continued)

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

(continued)

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

CLTA STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by:



Fidelity National Title
Insurance Company

Policy Number:

FSLC-0012500614

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Fidelity National Title Company
1234 Monterey Street, Suite 110
San Luis Obispo, CA 93401

Countersigned By:

Christie Tjong Clemons

Christie Clemons
 Authorized Officer or Agent

Fidelity National Title Insurance Company

By:

Michael J. Nolan

Michael J. Nolan, President

Attest:

Marjorie Nemzura

Marjorie Nemzura, Secretary

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.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 076-189-006 Lupine Canyon Road, Avila Beach, CA 93424

SCHEDULE A

Name and Address of Title Insurance Company: **Reece Benson**
 Fidelity National Title Company
 1234 Monterey Street, Suite 110
 San Luis Obispo, CA 93401

Policy Number: FSLC-0012500614

Date of Policy	Amount of Insurance	Premium
June 30, 2025 at 02:30 PM	\$400,000.00	\$1,454.00

1. The Insured is:
 Searise Construction Services, LLC, a California Limited Liability Company
2. The estate or interest in the Land insured by this policy is:
 A FEE
3. The Title is vested in:
 Searise Construction Services, LLC, a California Limited Liability Company
4. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 076-189-006

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 70 OF TRACT 1497 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN BOOK 17, PAGES 14 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE.

EXCEPT FROM A PORTION OF SAID LAND ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND AND CHARACTER IN, ON OR UNDER SAID LAND AS CONVEYED TO LOUIS J. MARRE AND TRESSA B. MARRE IN DEED RECORDED FEBRUARY 11, 1959 IN BOOK 982, PAGE 396 OF OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND AN UNDIVIDED 1/2 INTEREST IN AND TO ALL THE OIL, GAS AND HYDROCARBONS ON, IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY FOR THE PURPOSES OF EXPLORING FOR, MINING FOR OR PRODUCING THEM AS RESERVED IN THE DEED FROM LUIGI MARRE LAND AND CATTLE COMPANY RECORDED DECEMBER 14, 1966 IN BOOK 1419, PAGE 265 OF OFFICIAL RECORDS.

**SCHEDULE B
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.

END OF SCHEDULE B - PART I

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

PART II

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. Property taxes, including any assessments collected with taxes, to be levied for the fiscal year 2024-2025 and subsequent years. Taxes are not available at this time.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

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

In favor of: Sunset Telephone and Telegraph Company
Purpose: Telephone poles and incidental purposes
Recording Date: November 11, 1903
Recording No: Book 62, Page 136, of Deeds
Affects: A portion of said land

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

In favor of: Union Oil Company of California, a corporation
Purpose: Pipelines, telephone and telegraph lines and incidental purposes
Recording Date: November 17, 1949
Recording No: Book 541, Page 578, of Official Records
Affects: A portion of said land

and Re-Recording Date: February 8, 1950
and Re-Recording No.: Book 551, Page 211, of Official Records.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, egress and incidental purposes
Recording Date: December 14, 1966
Recording No.: Book 1419, Page 265 as Book 1419, Page 267, of Official Records
Affects: A portion of said land

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities, ingress, egress and incidental purposes
Recording Date: October 15, 1968
Recording No.: Book 1493, Page 582, of Official Records
Affects: A portion of said land

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Gas and Electric Company, a California corporation
Purpose: Public utilities, ingress, egress and incidental purposes
Recording Date: May 28, 1969
Recording No.: Book 1519, Page 7, of Official Records
Affects: A portion of said land

10. Matters contained in that certain document

Entitled: Agreement Regarding Maintenance, Service and Recreational Facilities - Covenants Running with the Land
Recording Date: August 11, 1981
Recording No.: 36994, Book 2347, Page 117, of Official Records

Reference is hereby made to said document for full particulars.

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

Recording Date: October 9, 1987
Recording No. 72305, Book 3057, Page 689, of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: San Miguelito Mutual Water Company
Purpose: Sewer and water pipelines and incidental purposes
Recording Date: August 11, 1981
Recording No.: 36999, Book 2347, Page 270, of Official Records
Affects: a portion of said land

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: De Anza Properties-XII, LTD., a California limited partnership
Purpose: Road and incidental purposes
Recording Date: August 11, 1981
Recording No: 37001, Book 2347, Page 284, of Official Records
Affects: a portion of said land

13. Matters contained in that certain document

Entitled: Notice of Permission to Use Real Property
Recording Date: May 21, 1984
Recording No.: 25819, Book 2595, Page 981, of Official Records

Reference is hereby made to said document for full particulars.

14. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 5, 1984
Recording No: Book 2611, Page 365, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

15. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 9, 1987
Recording No: 72303, Book 3057, Page 582, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: December 23, 1993
Recording No.: 1993-080206, of Official Records

Modification(s) of said covenants, conditions and restrictions
Recording Date: March 14, 1997
Recording No.: 1997-012649, of Official Records

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowners Association.

16. Matters contained in that certain document

Entitled: Grant of Easement
Recording Date: April 28, 1989
Recording No.: 26122, Book 3306, Page 539, of Official Records

Reference is hereby made to said document for full particulars.

17. The terms and provisions contained on the map entitled "Tract No. 1497" recorded December 23, 1993 as Book 17, Page 14 of Maps.

18. Matters contained in that certain document

Entitled: Agreement for Mitigations for Water Supply for Tracts 1497, 1563 and 1614
Recording Date: December 23, 1993
Recording No.: 1993-080200, of Official Records

Reference is hereby made to said document for full particulars.

19. Matters contained in that certain document

Entitled: Agreement for Mitigations for Tract 1497
Recording Date: December 23, 1993
Recording No.: 1993-080201, of Official Records

Reference is hereby made to said document for full particulars.

20. Matters contained in that certain document

Entitled: Agreement for Payment of Road Improvement Mitigation Fee with Mid Coast Land Company, a California corporation
Recording Date: December 23, 1993
Recording No.: 1993-080202, of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

21. Matters contained in that certain document
- Entitled: Declaration of Restrictions and Grant of Reciprocal Easements for San Luis Bay Community Center
Recording Date: December 23, 1993
Recording No.: 1993-080207, of Official Records
- Reference is hereby made to said document for full particulars.
22. Matters contained in that certain document
- Entitled: Easement Agreement
Recording Date: February 2, 1994
Recording No.: 1994-006626, of Official Records
- Reference is hereby made to said document for full particulars.
23. Matters contained in that certain document
- Entitled: Easement Agreement
Recording Date: May 18, 1994
Recording No.: 1994-030966, of Official Records
- Reference is hereby made to said document for full particulars.
24. Easements, Covenants and Conditions contained in the deed from Mid Coast Land Company, Inc., as Grantor, to Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust, Under Agreement Dated October 19, 1990, as Grantee, recorded May 18, 1994 as Instrument No. Instrument No. 1994-030975 of Official Records.
- Reference being made to the document for full particulars.
25. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- In favor of: Southern California Gas Company, a California corporation
Purpose: Public utilities, ingress, egress and incidental purposes
Recording Date: September 22, 1994
Recording No: 1994-055711, of Official Records
Affects: a portion of said land
26. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
- Purpose: Private access, utility, cart path, drainage, landscape, public utilities and incidental purposes.
Affects: A portion of said land

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

27. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 14, 1997
Recording No: 1997-012650, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions
Recording Date: June 1, 2000
Recording No.: 2000-030308, of Official Records

Modification(s) of said covenants, conditions and restrictions
Recording Date: October 14, 2015
Recording No.: 2015-052823, of Official Records

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowner Association.

28. Matters contained in that certain document

Entitled: Memorandum of Agreement Regarding Assignment and Assumption of Rights Under Agreement Regarding State Water Surcharges
Recording Date: July 27, 2001
Recording No.: 2001-055768, of Official Records

Reference is hereby made to said document for full particulars.

29. A Notice

Entitled: Water Company Stock Encumbrance
Executed by: San Miguelito Mutual Water Company
Recording Date: March 15, 2010
Recording No: 2010011861, of Official Records

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B - PART II

CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;

(continued)

- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(continued)

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

(continued)

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

(continued)

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

PRELIMINARY REPORT

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Fidelity National Title Insurance Company

By:



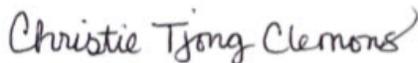
Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

Countersigned By:



Christie Clemons
Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 1234 Monterey Street, Suite 110, San Luis Obispo, CA 93401

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
1234 Monterey Street, Suite 110 • San Luis Obispo, CA 93401
(805)782-6900 • FAX (805)782-6909

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

PRELIMINARY REPORT

Title Officer: Reece Benson
Email: rbenson@fnf.com
Title No.: FSLC-0012500584-RB

Escrow Officer: Cindy James
Email: cindy.james@fnf.com
Escrow No.: FSLC-0012500584 -CJ

TO: Searise Construction Services LLC

Attn: TBD

PROPERTY ADDRESS(ES): 6380 Lupine Canyon Road, Avila Beach, CA

EFFECTIVE DATE: May 23, 2025 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

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:](#)

Covelop Holdings, LLC, a California limited liability company

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 076-189-005](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 69 OF [TRACT NO. 1497](#), IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED DECEMBER 23, 1993 IN [BOOK 17, PAGE 14](#) OF MAPS.

EXCEPTING THEREFROM A PORTION OF SAID LAND ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND AND CHARACTER IN, ON OR UNDER SAID LAND AS CONVEYED TO LOUIS J. MARRE AND TRESSA B. MARRE IN DEED RECORDED FEBRUARY 11, 1959 IN BOOK 982, PAGE 396 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL THE OIL GAS AND HYDROCARBONS ON, IN AND UNDER SAID PROPERTY, BUT WITHOUT THE RIGHT OF SURFACE ENTRY FOR THE PURPOSES OF EXPLORING FOR, MINING FOR, OR PRODUCING THEM AS RESERVED IN THE DEED FROM LUIGI MARRE LAND AND CATTLE COMPANY RECORDED DECEMBER 14, 1966 IN BOOK 1419, PAGE 265 OF OFFICIAL RECORDS.

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. 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.
3. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

4. An Agreement to Participate in and not oppose formation of any assessment district for the construction and installation of road and bridge improvements dated April 8, 1986 by and between San Luis Bay Estates, Inc., a California corporation, and the County of San Luis Obispo, a political subdivision of the State of California, recorded April 14, 1986 in [Book 2821, Page 10](#), of Official Records.
5. Conditions and restrictions contained in Modified Declaration of Covenants, Conditions and Restrictions and Reservations of Easements

Recorded: September 28, 1987 in [Book 3052 at Page 587](#) of Official Records

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 9, 1987
Recording No: [Book 3057, Page 582](#), of Official Records

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

EXCEPTIONS
(continued)

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: March 14, 1997
[Recording No.: 1997-012649, of Official Records](#)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowners Association

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

Granted to: Pachco Limited Partnership, a California Limited Partnership and San Luis Bay Limited Partnership, a California Limited Partnership
Purpose: Water pipelines and water works
Recording Date: April 28, 1989
Recording No.: [Book 3306, Page 539](#), of Official Records
Affects: A portion of the herein described land

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Walkway and public utilities
Affects: Front 6 feet

9. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation, et.al
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
[Recording No.: 1993-080200, of Official Records](#)

Which among other things provides: Agreement for mitigations for Water Supply for Tracts 1497, 1563 and 1614

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

10. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
[Recording No.:](#) [1993-080201, of Official Records](#)

Which among other things provides: Agreement for mitigation for Tract 1497

Reference is hereby made to said document for full particulars.

11. An instrument entitled A covenant and agreement

Executed by: Mid Coast Land Company, a California corporation
In Favor of: County of San Luis Obispo
Recording Date: December 23, 1993
[Recording No.:](#) [1993-080202, of Official Records](#)

Which among other things provides: Agreement for payment of Road Improvement Fee

Reference is hereby made to said document for full particulars.

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 23, 1993
[Recording No.:](#) [1993-080205, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions
Recording Date: June 1, 2000
[Recording No.:](#) [2000-030308, of Official Records](#)

EXCEPTIONS
(continued)

Modification(s) of said covenants, conditions and restrictions
Recording Date: October 14, 2015
[Recording No.: 2015052823, of Official Records](#)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowner Association

13. A Notice

Entitled: Water Company Stock Encumbrance
Executed by: San Miguelito Mutual Water Company
Recording Date: March 15, 2010
[Recording No.: 2010011861, of Official Records](#)

Reference is hereby made to said document for full particulars.

14. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,970,000.00
Dated: August 26, 2024
Trustor/Grantor: Covelop Holdings, LLC, a California Limited Liability Company
Trustee: Angela Marie Johnston, Broker dba MGR Financial
Beneficiary: Douglas Mackenzie and Lisa Mackenzie, husband and wife, as joint tenants with rights of survivorship, as to an undivided 510,000/1,970,000 interest; Lawrence Jon Schoenfeld and Carol Sue Schoenfeld, Trustees of The C and L Schoenfeld Investments, LLC Money Purchase Pension Plan, as to an undivided 320,000/1 970,000 interest; Lawrence Jon Schoenfeld and Carol Sue Schoenfeld, Trustees of The Schoenfeld Family Trust, as to an undivided 220,00/1,970,000 interest; Ronald T. Gesswein and Patricia L. Gesswein, Trustees of The Ronald and Patricia Gesswein Family Trust dated December 11, 2007, as to an undivided 300,000/1,970,000 interest; Pacific Premier Trust, Custodian FBO Brian Paul Cowen Traditional IRA., as to an undivided 220,000/1,970,000 interest; Lawrence J. Bradford III and Suzanne Bradford, Trustees of the Bradford Family Trust dated September 8, 2009, as to an undivided 100,000/1,970,000 interest; Pacific Premier Trust, Custodian FBO Grant Laviale IRA, as to an undivided 100,000/1,970,000 interest; Graham Updegrove, Trustee of the Graham Updegrove 401(K) Profit Sharing Plan, as to an undivided 200,000/1,970,000 interest.
Loan No: Mgr2024-18
Recording Date: September 5, 2024
[Recording No.: 2024025049, of Official Records](#)

EXCEPTIONS
(continued)

15. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Covelop Holdings, LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

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

16. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Searise Construction Services LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

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

EXCEPTIONS
(continued)

17. 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.

18. Any lien or right to a lien for services, labor or material not shown by the Public Records.
19. 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.
20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
21. 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.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Searise Construction Services LLC

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 3. Property taxes, for the fiscal year shown below are PAID. For proration purposes the amounts were:

<u>Tax ID No.:</u>	<u>076-189-005</u>
Fiscal Year:	2024-2025
1st Installment:	\$1,105.15
2nd Installment:	\$1,105.15
Exemption:	\$0.00
Land:	\$200,000.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	112-030

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The only conveyances(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	3080 Rockview Place, LLC, a California limited liability company
Grantee:	Covelop Holdings, LLC, a California limited liability company
Recording Date:	June 3, 2024
<u>Recording No.:</u>	<u>2024014812, of Official Records</u>

NOTES
(continued)

- Note 6.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

- Note 9.** The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies
- A. 2006 ALTA Owner's Policy (06-17-06).
 - 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 - 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

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

When Information Is Disclosed

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

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

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

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

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

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

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

ATTACHMENT ONE

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

PART I

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021) EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

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

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

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

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

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

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

Notice of Available Discounts

(continued)

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

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

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

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

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

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

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

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

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

MILITARY RATE (SLTC)

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

PRELIMINARY REPORT

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Fidelity National Title Insurance Company

By:



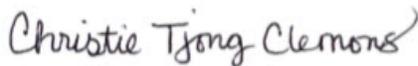
Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

Countersigned By:



Christie Clemons
Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 1234 Monterey Street, Suite 110, San Luis Obispo, CA 93401

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
1234 Monterey Street, Suite 110 • San Luis Obispo, CA 93401
(805)782-6900 • FAX (805)782-6909

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

PRELIMINARY REPORT

Title Officer: Reece Benson
Email: rbenson@fnf.com
Title No.: FSLC-0012500614-RB

Escrow Officer: Cindy James
Email: cindy.james@fnf.com
Escrow No.: FSLC-0012500614 -CJ

TO: Searise Construction Services LLC

Attn: TBD

PROPERTY ADDRESS(ES): 076-189-006 Lupine Canyon Road, Avila Beach, CA

EFFECTIVE DATE: June 2, 2025 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

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:

Robin L. Rossi, Trustee of The Robin L. Rossi Living Trust, Under Agreement Dated October 19, 1990

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 076-189-006](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 70 OF TRACT 1497 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN [BOOK 17, PAGES 14](#) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE.

EXCEPT FROM A PORTION OF SAID LAND ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND AND CHARACTER IN, ON OR UNDER SAID LAND AS CONVEYED TO LOUIS J. MARRE AND TRESSA B. MARRE IN DEED RECORDED FEBRUARY 11, 1959 IN [BOOK 982, PAGE 396](#) OF OFFICIAL RECORDS.

ALSO EXCEPT FROM A PORTION OF SAID LAND AN UNDIVIDED 1/2 INTEREST IN AND TO ALL THE OIL, GAS AND HYDROCARBONS ON, IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY FOR THE PURPOSES OF EXPLORING FOR, MINING FOR OR PRODUCING THEM AS RESERVED IN THE DEED FROM LUIGI MARRE LAND AND CATTLE COMPANY RECORDED DECEMBER 14, 1966 IN [BOOK 1419, PAGE 265](#) OF OFFICIAL RECORDS.

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. Property taxes, including any assessments collected with taxes, to be levied for the fiscal year 2024-2025 and subsequent years. Taxes are not available at this time.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

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

In favor of: Sunset Telephone and Telegraph Company
Purpose: Telephone poles and incidental purposes
Recording Date: November 11, 1903
Recording No: [Book 62, Page 136](#), of Deeds
Affects: A portion of said land

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

In favor of: Union Oil Company of California, a corporation
Purpose: Pipelines, telephone and telegraph lines and incidental purposes
Recording Date: November 17, 1949
Recording No: [Book 541, Page 578](#), of Official Records
Affects: A portion of said land

and Re-Recording Date: February 8, 1950
and Re-Recording No.: [Book 551, Page 211](#), of Official Records.

EXCEPTIONS

(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, egress and incidental purposes
 Recording Date: December 14, 1966
 Recording No.: [Book 1419, Page 265](#) as [Book 1419, Page 267](#), of Official Records
 Affects: A portion of said land

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Gas and Electric Company, a California corporation
 Purpose: Public utilities, ingress, egress and incidental purposes
 Recording Date: October 15, 1968
 Recording No.: [Book 1493, Page 582](#), of Official Records
 Affects: A portion of said land

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Gas and Electric Company, a California corporation
 Purpose: Public utilities, ingress, egress and incidental purposes
 Recording Date: May 28, 1969
 Recording No.: [Book 1519, Page 7](#), of Official Records
 Affects: A portion of said land

10. Matters contained in that certain document

Entitled: Agreement Regarding Maintenance, Service and Recreational Facilities - Covenants Running with the Land
 Recording Date: August 11, 1981
 Recording No.: [36994](#), Book 2347, Page 117, of Official Records

Reference is hereby made to said document for full particulars.

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

Recording Date: October 9, 1987
 Recording No. 72305, [Book 3057, Page 689](#), of Official Records

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: San Miguelito Mutual Water Company
 Purpose: Sewer and water pipelines and incidental purposes
 Recording Date: August 11, 1981
 Recording No.: 36999, [Book 2347, Page 270](#), of Official Records
 Affects: a portion of said land

EXCEPTIONS
(continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: De Anza Properties-XII, LTD., a California limited partnership
Purpose: Road and incidental purposes
Recording Date: August 11, 1981
Recording No: 37001, [Book 2347, Page 284](#), of Official Records
Affects: a portion of said land

13. Matters contained in that certain document

Entitled: Notice of Permission to Use Real Property
Recording Date: May 21, 1984
Recording No.: 25819, [Book 2595, Page 981](#), of Official Records

Reference is hereby made to said document for full particulars.

14. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 5, 1984
Recording No: [Book 2611, Page 365](#), of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

15. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 9, 1987
Recording No: 72303, [Book 3057, Page 582](#), of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

EXCEPTIONS
(continued)

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: December 23, 1993
[Recording No.: 1993-080206, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions
Recording Date: March 14, 1997
[Recording No.: 1997-012649, of Official Records](#)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowners Association.

16. Matters contained in that certain document

Entitled: Grant of Easement
Recording Date: April 28, 1989
Recording No.: 26122, [Book 3306, Page 539](#), of Official Records

Reference is hereby made to said document for full particulars.

17. The terms and provisions contained on the map entitled "[Tract No. 1497](#)" recorded December 23, 1993 as [Book 17, Page 14](#) of Maps.

18. Matters contained in that certain document

Entitled: Agreement for Mitigations for Water Supply for Tracts 1497, 1563 and 1614
Recording Date: December 23, 1993
[Recording No.: 1993-080200, of Official Records](#)

Reference is hereby made to said document for full particulars.

19. Matters contained in that certain document

Entitled: Agreement for Mitigations for Tract 1497
Recording Date: December 23, 1993
[Recording No.: 1993-080201, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

20. Matters contained in that certain document

Entitled: Agreement for Payment of Road Improvement Mitigation Fee with Mid Coast Land Company, a California corporation
Recording Date: December 23, 1993
[Recording No.:](#) [1993-080202, of Official Records](#)

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document

Entitled: Declaration of Restrictions and Grant of Reciprocal Easements for San Luis Bay Community Center
Recording Date: December 23, 1993
[Recording No.:](#) [1993-080207, of Official Records](#)

Reference is hereby made to said document for full particulars.

22. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: February 2, 1994
[Recording No.:](#) [1994-006626, of Official Records](#)

Reference is hereby made to said document for full particulars.

23. Matters contained in that certain document

Entitled: Easement Agreement
Recording Date: May 18, 1994
[Recording No.:](#) [1994-030966, of Official Records](#)

Reference is hereby made to said document for full particulars.

24. Easements, Covenants and Conditions contained in the deed from Mid Coast Land Company, Inc., as Grantor, to Robin L. Rossi, Trustee of the Robin L. Rossi Living Trust, Under Agreement Dated October 19, 1990, as Grantee, recorded May 18, 1994 as Instrument No. [Instrument No. 1994-030975 of Official Records](#).

Reference being made to the document for full particulars.

25. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Gas Company, a California corporation
Purpose: Public utilities, ingress, egress and incidental purposes
Recording Date: September 22, 1994
[Recording No.:](#) [1994-055711, of Official Records](#)
Affects: a portion of said land

EXCEPTIONS
(continued)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Private access, utility, cart path, drainage, landscape, public utilities and incidental purposes.
Affects: A portion of said land

27. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 14, 1997
[Recording No.: 1997-012650, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions
Recording Date: June 1, 2000
[Recording No.: 2000-030308, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions
Recording Date: October 14, 2015
[Recording No.: 2015-052823, of Official Records](#)

Liens and charges as set forth in the above mentioned declaration,

Payable to: Skylark Homeowner Association.

28. Matters contained in that certain document

Entitled: Memorandum of Agreement Regarding Assignment and Assumption of Rights Under Agreement Regarding State Water Surcharges
Recording Date: July 27, 2001
[Recording No.: 2001-055768, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

29. A Notice

Entitled: Water Company Stock Encumbrance
Executed by: San Miguelito Mutual Water Company
Recording Date: March 15, 2010
[Recording No: 2010011861, of Official Records](#)

Reference is hereby made to said document for full particulars.

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

31. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

32. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Searise Construction Services LLC

(a) A copy of its operating agreement and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

(b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

(c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.

(d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.

(e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

END OF EXCEPTIONS

NOTES

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: Searise Construction Services LLC
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 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.
- Note 6.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

- Note 8.** The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies
- A. 2006 ALTA Owner's Policy (06-17-06).
 - 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 - 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

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

When Information Is Disclosed

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

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

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

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

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

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

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

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is

necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

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

ATTACHMENT ONE

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

PART I

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

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

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

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

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

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

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

Notice of Available Discounts

(continued)

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

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

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

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

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

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

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

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

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

MILITARY RATE (SLTC)

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

Name: Parcel 1
North: 6330.3019' East: 10492.5248'

Segment #1 : Line
Course: S25° 15' 43"E Length: 49.00'
North: 6285.9880' East: 10513.4359'

Segment #2 : Line
Course: S45° 57' 03"W Length: 189.77'
North: 6154.0456' East: 10377.0400'

Segment #3 : Line
Course: N34° 13' 22"W Length: 111.48'
North: 6246.2236' East: 10314.3423'

Segment #4 : Line
Course: N64° 44' 17"E Length: 197.02'
North: 6330.3033' East: 10492.5205'

Perimeter: 547.26' Area: 15249.10 Sq. Ft.
Error Closure: 0.0045 Course: N72° 08' 43"W
Error North: 0.00139 East: -0.00431
Precision 1: 121615.56

Name: Parcel 2
North: 6285.9880' East: 10513.4359'

Segment #1 : Line
Course: S25° 15' 43"E Length: 46.74'
North: 6243.7179' East: 10533.3825'

Segment #2 : Curve
Length: 233.92' Radius: 448.00'
Delta: 29° 55' 01" Tangent: 119.69'
Chord: 231.27' Course: S16° 45' 55"W
Course In: S58° 16' 35"E
Course Out: N88° 11' 36"W
RP North: 6008.1496' East: 10914.4489'
End North: 6022.2782' East: 10466.6723'

Segment #3 : Line
Course: N34° 13' 22"W Length: 159.37'
North: 6154.0544' East: 10377.0407'

Segment #4 : Line
Course: N45° 57' 03"E Length: 189.77'
North: 6285.9968' East: 10513.4367'

Perimeter: 629.80' Area: 16169.17 Sq. Ft.
Error Closure: 0.0088 Course: N4° 54' 25"E
Error North: 0.00880 East: 0.00076
Precision 1: 71267.05

Name: Parcel 3
North: 6022.2736' East: 10466.6714'

Segment #1 : Line
Course: N90° 00' 00"W Length: 146.54'
North: 6022.2736' East: 10320.1314'

Segment #2 : Line
Course: N33° 26' 55"W Length: 56.10'
North: 6069.0823' East: 10289.2097'

Segment #3 : Line
Course: N45° 57' 03"E Length: 122.20'
North: 6154.0450' East: 10377.0402'

Segment #4 : Line
Course: S34° 13' 22"E Length: 159.37'
North: 6022.2688' East: 10466.6718'

Perimeter: 484.21' Area: 13024.33 Sq. Ft.
Error Closure: 0.0048 Course: S4° 28' 06"E
Error North: -0.00481 East: 0.00038
Precision 1: 100877.08

Name: Parcel 4
North: 6069.0823' East: 10289.2097'

Segment #1 : Line
Course: N33° 26' 55"W Length: 39.05'
North: 6101.6649' East: 10267.6858'

Segment #2 : Curve
Length: 111.30' Radius: 350.20'
Delta: 18° 12' 36" Tangent: 56.12'
Chord: 110.83' Course: N24° 20' 13"W
Course In: N56° 33' 29"E
Course Out: S74° 46' 05"W
RP North: 6294.6572' East: 10559.9083'
End North: 6202.6463' East: 10222.0125'

Segment #3 : Line
Course: N64° 44' 17"E Length: 102.10'
North: 6246.2182' East: 10314.3483'

Segment #4 : Line
Course: S34° 13' 22"E Length: 111.48'
North: 6154.0402' East: 10377.0460'

Segment #5 : Line
Course: S45° 57' 03"W Length: 122.20'
North: 6069.0775' East: 10289.2156'

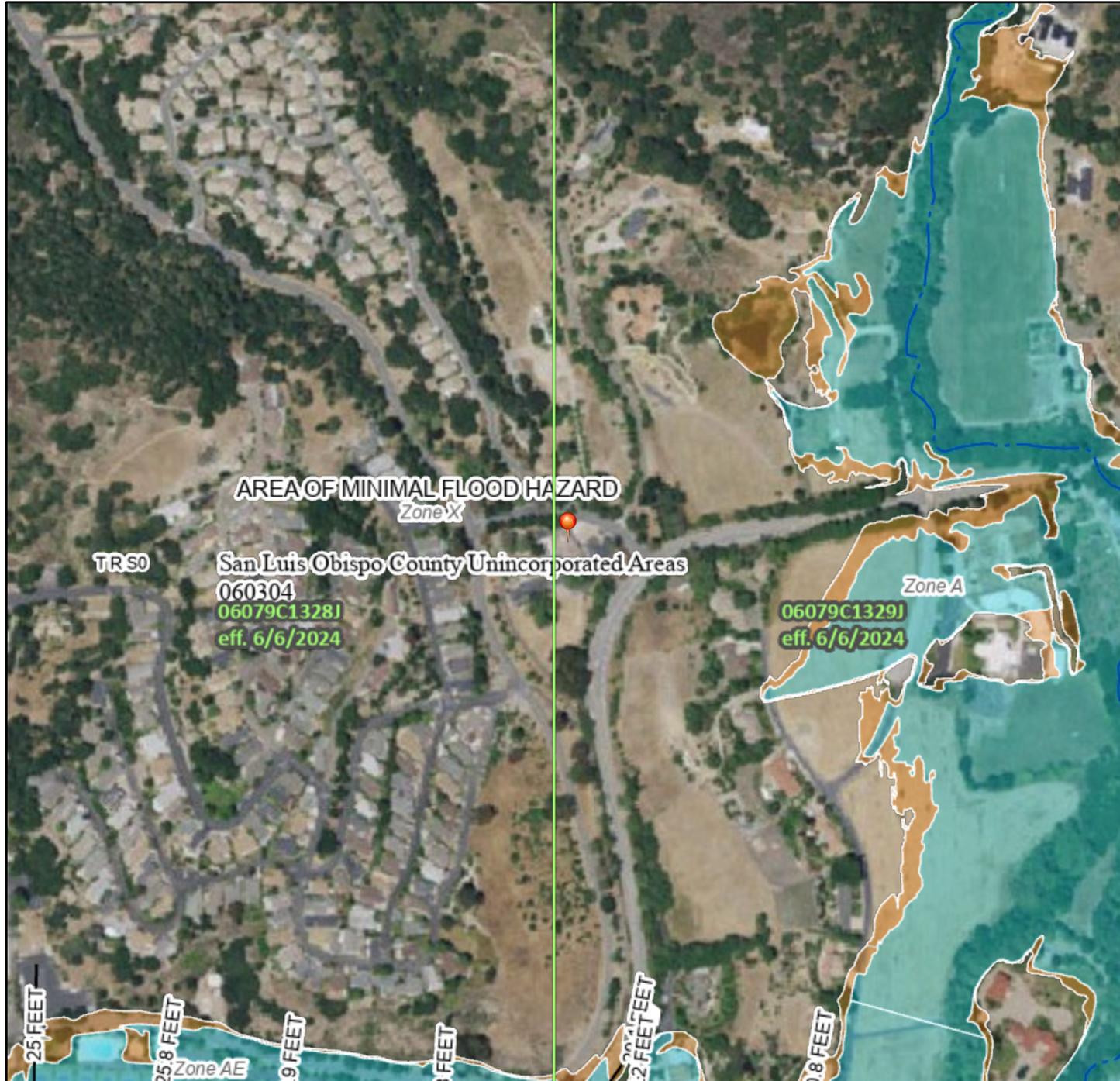
Perimeter: 486.13' Area: 15011.13 Sq. Ft.
Error Closure: 0.0076 Course: S50° 40' 12"E
Error North: -0.00480 East: 0.00586
Precision 1: 63902.63

National Flood Hazard Layer FIRMette



06079C1329J, effective on 6/6/2024

120°43'26"W 35°11'52"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|------------------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
<i>Zone A, V, A99</i> |
| | | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i> |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
| | | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> |
| | | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> |
| | | Area with Flood Risk due to Levee <i>Zone D</i> |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Area of Undetermined Flood Hazard <i>Zone D</i> |
| | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance |
| | | 17.5 Water Surface Elevation |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| MAP PANELS | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
| | | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location. |

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/30/2025 at 12:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

120°42'48"W 35°11'23"N

Basemap Imagery Source: USGS National Map 2023

JEE 12-6-93

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF, AND ALL PARTIES HAVING ANY RECORD TITLE IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP. WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL STREETS SHOWN ON THIS MAP. WE ALSO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE AND THE BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES, DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E." WE ALSO RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN PRIVATE UTILITY, LANDSCAPING, CART PATH, ACCESS, OPEN SPACE AND DRAINAGE EASEMENTS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP.

MID COAST LAND COMPANY, A CALIFORNIA CORPORATION

BY: Carol R. Pruitt, president

BY: John Mark, Executive Vice President

NOTARIAL

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ON November 23, 1993

BEFORE ME,

N. Marlene Weeks

PERSONALLY APPEARED Carol R. Pruitt + John Fowler
PERSONALLY KNOWN TO ME
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

N. Marlene Weeks
SIGNATURE OF NOTARY PUBLIC
N. Marlene Weeks Commission No. 1017622
NAME PRINTED
San Luis Obispo
COUNTY
October 17, 1997
EXPIRATION DATE

NOTARIAL

STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ON November 23, 1993

BEFORE ME,

N. Marlene Weeks

PERSONALLY APPEARED Carol R. Pruitt + T.E. Reese
PERSONALLY KNOWN TO ME
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

N. Marlene Weeks
SIGNATURE OF NOTARY PUBLIC
N. Marlene Weeks Commission No. 1017622
NAME PRINTED
San Luis Obispo
COUNTY
October 17, 1997
EXPIRATION DATE

BENEFICIARY SIGNATURE

MID-STATE BANK, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED APRIL 28, 1989 IN BOOK 3306 AT PAGE 581 OF OFFICIAL RECORDS OF SAN LUIS OBISPO COUNTY, CALIFORNIA.

BY: Carol R. Pruitt, president

BY: John Mark, EXECUTIVE VICE PRESIDENT

SIGNATURE OMISSIONS

- 1. THE SIGNATURE OF DE ANZA PROPERTIES-XII, A CALIFORNIA LIMITED PARTNERSHIP, ITS SUCCESSOR OR ASSIGNEES, HOLDER OF EASEMENTS AND RIGHTS GRANTED BY AN INSTRUMENT RECORDED IN BOOK 2347 OF OFFICIAL RECORDS AT PAGE 177 AND AMENDED AND RESTATED IN AN INSTRUMENT RECORDED IN BOOK 3268 OF OFFICIAL RECORDS AT PAGE 899 HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, SINCE THE PRESENT OWNERSHIP OF SUCH EASEMENT AND RIGHTS, ARE IMPRACTICAL TO DETERMINE.
2. THE SIGNATURE OF LUIGI MARRE LAND AND CATTLE COMPANY, A CALIFORNIA CORPORATION, OWNER OF ONE HALF INTEREST IN AND TO ALL OIL, GAS AND HYDROCARBONS RESERVED BY DEED RECORDED IN BOOK 1419 OF OFFICIAL RECORDS AT PAGE 285 MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(c) OF THE SUBDIVISION MAP ACT.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY:

- 1. THE SIGNATURE OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CALIFORNIA CORPORATION, THE PRESENT HOLDER OF THE EASEMENT GRANTED TO SUNSET TELEPHONE AND TELEGRAPH COMPANY BY DEED RECORDED IN BOOK 62 OF DEEDS AT PAGE 136.
2. THE SIGNATURE OF PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, EASEMENT HOLDER BY DEED RECORDED IN BOOK 1519 OF OFFICIAL RECORDS AT PAGE 7.
3. SAN MIGUELITO MUTUAL WATER COMPANY, EASEMENT HOLDER BY DEED RECORDED IN BOOK 2347 OF OFFICIAL RECORDS AT PAGE 270.
4. SAN LUIS BAY ESTATES HOMEOWNERS ASSOCIATION, INC., A CALIFORNIA NONPROFIT CORPORATION, EASEMENT HOLDER BY AN INSTRUMENT RECORDED IN BOOK 3057 OF OFFICIAL RECORDS AT PAGE 582.
5. PACHO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AND SAN LUIS BAY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, EASEMENT HOLDER BY DEED RECORDED IN BOOK 3306 OF OFFICIAL RECORDS AT PAGE 539.
6. COUNTY OF SAN LUIS OBISPO, EASEMENT HOLDER BY AN INSTRUMENT RECORDED IN BOOK 4092 OF OFFICIAL RECORDS AT PAGE 80.
7. UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, EASEMENT HOLDER OF AN EASEMENT RECORDED IN BOOK 541 OF OFFICIAL RECORDS AT PAGE 578 AND RE-RECORDED IN BOOK 551 OF OFFICIAL RECORDS AT PAGE 211.

CLERK-RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 1993, AT 8:00 A.M. IN BOOK 17 OF MAPS AT PAGE 14, AT THE REQUEST OF TERENCE K. ORTON. DOCUMENT NO. 80199 FEE \$24.00

Francis M. Cooney
COUNTY RECORDER

BY: Sandra A. Cunniff
DEPUTY

ENGINEER'S STATEMENT

I, TERENCE K. ORTON, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF 10 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION IN MAY 1992 AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF THE APPROVAL OF THIS MAP AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 7.13.93

Terence K. Orton
TERENCE K. ORTON, P.E. 21807 - EXPIRES 9-30-97

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREFOR AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE SAN LUIS OBISPO COUNTY CODE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 12/6/93

Clinton Milne
COUNTY SURVEYOR, RCE 10585 - EXPIRES 12-31-96

BOARD OF SUPERVISOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DID ON December 14, 1993, APPROVE THIS MAP OF TRACT 1497, IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND REJECTED, WITHOUT PREJUDICE, THE OFFERS OF DEDICATION SHOWN HEREON FOR ROADS AND PUBLIC UTILITY EASEMENTS.

DATED: December 16, 1993

[Signature]
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

TRACT 1497

BEING A DIVISION OF THE REMAINDER OF TRACT 992 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA PER BOOK 13 OF MAPS AT PAGE 22.

REQUESTED BY: SAN LUIS BAY HOLDING CO.

PREPARED BY: WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100
SAN LUIS OBISPO, CA 93401
(805)-541-2394

FEBRUARY 1993 SHEET 1 OF 10
JOB NO. 92.057

MAP 17

LINE	DIRECTION	DISTANCE	DIRECTION	DISTANCE
L1	N 06° 55' 30" W	114.01' (M)	N 06° 55' 30" W	114.01' (R-2)
L2	N 10° 31' 54" W	335.35' (M)	N 10° 31' 54" W	335.35' (R-2)
L3	N 06° 34' 25" E	164.39' (M)	N 06° 34' 25" E	164.39' (R-2)
L4	N 25° 41' 49" E	348.34' (M)	N 25° 41' 49" E	348.34' (R-2)
L5	S 28° 23' 54" E	87.03' (M)	S 28° 23' 54" E	87.02' (R-2)
L6	S 40° 20' 00" W	81.72' (M)	S 40° 20' 00" W	81.72' (R-2)
L7	N 25° 39' 57" E	175.40' (M)	N 25° 39' 57" E	175.40' (R-2)
L8	S 10° 30' 11" W	75.77' (M)	S 10° 30' 10" W	75.77' (R-2)
L9	N 01° 20' 38" W	115.73' (M)	N 01° 20' 37" W	115.73' (R-2)
L10	N 08° 26' 48" W	412.55' (M)	N 08° 26' 48" W	412.55' (R-2)
L11	N 47° 43' 15" W	137.91' (M)	N 47° 43' 14" W	137.91' (R-2)
L12	N 68° 54' 22" W	76.97' (M)	N 68° 54' 23" W	76.97' (R-2)
L13	N 81° 36' 15" W	114.67' (M)	N 81° 36' 15" W	114.67' (R-2)
L14	N 44° 02' 29" W	135.65' (M)	N 44° 02' 30" W	135.65' (R-2)
L15	N 59° 15' 13" W	115.43' (M)	N 59° 15' 12" W	115.43' (R-2)
L16	N 83° 00' 52" W	56.12' (M)	N 83° 00' 53" W	56.12' (R-2)
L17	N 43° 16' 57" W	172.19' (M)	N 43° 16' 57" W	172.19' (R-2)
L18	S 05° 13' 56" E	402.96' (M)		
L19	N 63° 52' 43" E	362.52' (M)		
L20	S 37° 59' 01" W	387.86' (M)		
L21	S 59° 51' 21" E	420.93' (M)		
L22	S 45° 12' 24" W	152.14' (M)		
L23	N 45° 12' 24" E	188.52' (M)		
L24	N 45° 12' 24" E	340.66' (M)	N 45° 12' 25" E	340.66' (R-2)
L25	S 05° 21' 09" E	83.41' (M)	S 05° 21' 09" E	83.41' (R-2)
L26	S 61° 24' 37" W	161.11' (M)	S 61° 24' 37" W	161.11' (R-2)
L27	S 31° 11' 23" W	104.30' (M)	S 31° 11' 22" W	104.30' (R-2)
L28	S 80° 35' 46" E	153.41' (M)	S 80° 35' 46" E	153.41' (R-2)
L29	N 68° 25' 13" W	123.64' (M)	N 68° 25' 12" W	123.64' (R-2)
L30	S 27° 48' 33" E	206.02' (M)	S 27° 48' 33" E	206.02' (R-2)
L31	S 87° 46' 21" E	280.19' (M)	S 87° 46' 21" E	280.19' (R-1)
L32	S 08° 43' 25" W	211.42' (M)	S 08° 43' 25" W	211.42' (R-2)
L33	S 12° 29' 28" E	282.18' (M)	S 12° 29' 28" E	282.18' (R-2)
L34	S 12° 32' 04" E	393.52' (M)	S 12° 32' 04" E	393.52' (R-2)
L35	S 03° 28' 28" E	290.36' (M)	S 03° 28' 27" E	290.36' (R-2)
L36	S 15° 54' 59" W	134.84' (M)	S 15° 54' 59" W	134.84' (R-2)
L37	S 35° 47' 48" W	163.30' (M)	S 35° 47' 49" W	163.30' (R-2)
L38	S 62° 18' 48" W	153.29' (M)	S 62° 18' 48" W	153.29' (R-2)
L39	N 87° 16' 32" W	95.09' (M)	N 87° 16' 32" W	95.09' (R-2)
L40	N 57° 39' 00" W	195.74' (M)	N 57° 39' 00" W	195.74' (R-2)
L41	N 49° 52' 00" W	241.35' (M)	N 49° 52' 00" W	241.35' (R-2)

LINE	DIRECTION	DISTANCE	DIRECTION	DISTANCE
L42	N 75° 50' 41" W	411.46' (M)	N 75° 50' 41" W	411.46' (R-2)
L43	N 85° 13' 16" W	165.38' (M)	N 85° 13' 16" W	165.38' (R-2)
L44	S 88° 33' 01" W	84.67' (M)	S 88° 33' 01" W	84.67' (R-2)
L45	S 23° 43' 13" W	166.39' (M)	S 23° 43' 12" W	166.39' (R-2)
L46	S 72° 06' 31" W	47.24' (M)	S 72° 06' 31" W	47.24' (R-2)
L47	S 89° 46' 50" W	260.52' (M)	S 89° 46' 50" W	260.52' (R-2)
L48	N 76° 19' 34" W	127.61' (M)	N 76° 19' 34" W	127.61' (R-2)
L49	S 87° 58' 48" W	80.80' (M)	S 87° 58' 50" W	80.80' (R-2)
L50	S 69° 39' 00" W	172.84' (M)	S 69° 38' 59" W	172.84' (R-2)
L51	S 46° 17' 57" W	231.34' (M)	S 46° 17' 57" W	231.34' (R-2)
L52	S 49° 42' 37" W	382.20' (M)	S 49° 42' 37" W	382.20' (R-2)
L53	S 62° 34' 47" W	188.81' (M)	S 62° 34' 47" W	188.81' (R-2)
L54	S 36° 17' 17" W	94.14' (M)	S 36° 17' 18" W	94.14' (R-2)
L55	S 49° 24' 45" W	134.79' (M)	S 49° 24' 45" W	134.79' (R-2)
L56	S 78° 47' 14" W	87.53' (M)	S 76° 47' 14" W	87.53' (R-2)
L57	N 69° 44' 39" W	63.09' (M)	N 69° 44' 39" W	63.09' (R-2)
L58	N 31° 55' 19" W	196.51' (M)	N 31° 55' 19" W	196.51' (R-2)
L59	N 15° 40' 29" E	287.90' (M)	N 15° 40' 29" E	287.91' (R-2)
L60	N 06° 28' 13" W	144.52' (M)	N 06° 28' 14" W	144.52' (R-2)
L61	N 00° 46' 26" E	444.00' (M)	N 00° 46' 26" E	444.00' (R-2)
L62	N 21° 35' 29" E	205.50' (M)	N 21° 35' 30" E	205.50' (R-2)
L63	N 07° 54' 18" W	176.28' (M)	N 07° 54' 18" W	176.28' (R-2)
L64	N 24° 53' 47" E	203.12' (M)	N 24° 53' 48" E	203.12' (R-2)
L65	N 48° 19' 26" E	113.41' (M)	N 48° 19' 25" E	113.41' (R-2)
L66	S 89° 41' 50" E	247.81' (M)	S 89° 41' 51" E	247.81' (R-2)
L67	N 32° 09' 39" E	423.43' (M)	N 32° 09' 39" E	423.43' (R-2)
L68	N 43° 33' 35" W	116.83' (M)	N 43° 33' 36" W	116.83' (R-2)
L69	N 55° 25' 51" W	117.45' (M)	N 55° 25' 51" W	117.45' (R-2)
L70	N 18° 06' 02" W	104.39' (M)	N 18° 06' 01" W	104.39' (R-2)
L71	N 14° 42' 20" E	175.47' (M)	N 14° 42' 21" E	175.47' (R-2)
L72	N 05° 30' 01" E	175.65' (M)	N 05° 30' 00" E	175.65' (R-2)
L73	N 35° 50' 39" W	224.34' (M)	N 35° 50' 39" W	224.34' (R-2)
L74	N 23° 53' 57" W	123.92' (M)	N 23° 53' 57" W	123.92' (R-2)
L75	N 08° 48' 17" E	173.89' (M)	N 08° 48' 19" E	173.89' (R-2)
L76	N 72° 44' 53" W	208.21' (M)	N 72° 44' 52" W	208.21' (R-2)
L77	N 89° 58' 56" W	248.82' (M)	N 89° 58' 56" W	248.82' (R-2)
L78	N 54° 57' 56" E	169.54' (M)	N 54° 57' 56" E	169.54' (R-2)
L79	N 54° 38' 38" E	120.30' (M)	N 54° 38' 38" E	120.30' (R-2)
L80	N 71° 42' 10" E	126.76' (M)	N 71° 42' 10" E	126.76' (R-2)
L81	S 81° 15' 14" E	124.42' (M)	S 81° 15' 14" E	124.42' (R-2)
L82	N 88° 52' 02" E	204.88' (M)	N 88° 51' 20" E	205.00' (R-2)

CURVE	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH
C1	37°00'54"	430.00'	277.79' (M)	37°00'54"	430.00'	277.80' (R-2)
C2	03°40'01"	3030.00'	193.93' (M)	03°40'01"	3030.00'	193.93' (R-2)

TRACT 1497

BEING A DIVISION OF THE REMAINDER OF TRACT 992 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA PER BOOK 13 OF MAPS AT PAGE 22.

REQUESTED BY:
SAN LUIS BAY HOLDING CO.

PREPARED BY:
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100
SAN LUIS OBISPO, CA 93401
(805)-541-2394

FEBRUARY 1993 SHEET 3 OF 10
JOB NO. 92.057

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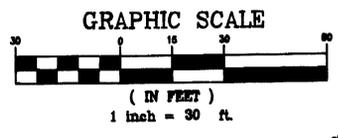
FEBRUARY 1993 SHEET 4 OF 10
JOB NO. 92.057

REFERENCES

- R-1 50 RS 42
- R-2 13 MAPS 22
- R-3 18 MAPS 97
- R-4 35 PM 10
- R-5 10 MAPS 12

LEGEND

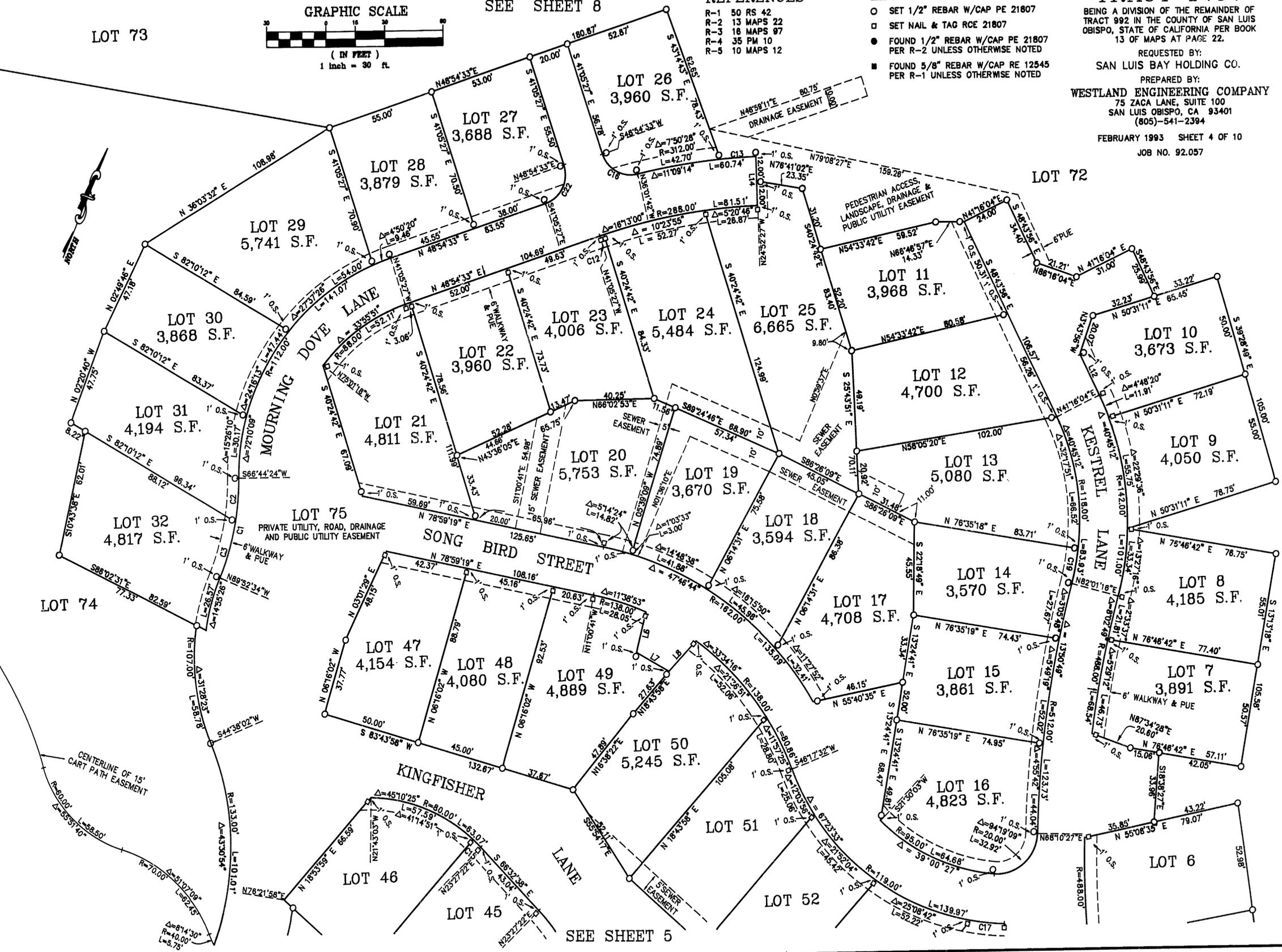
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- SET NAIL & TAG RCE 21807
- FOUND 1/2" REBAR W/CAP PE 21807 PER R-2 UNLESS OTHERWISE NOTED
- FOUND 5/8" REBAR W/CAP RE 12545 PER R-1 UNLESS OTHERWISE NOTED

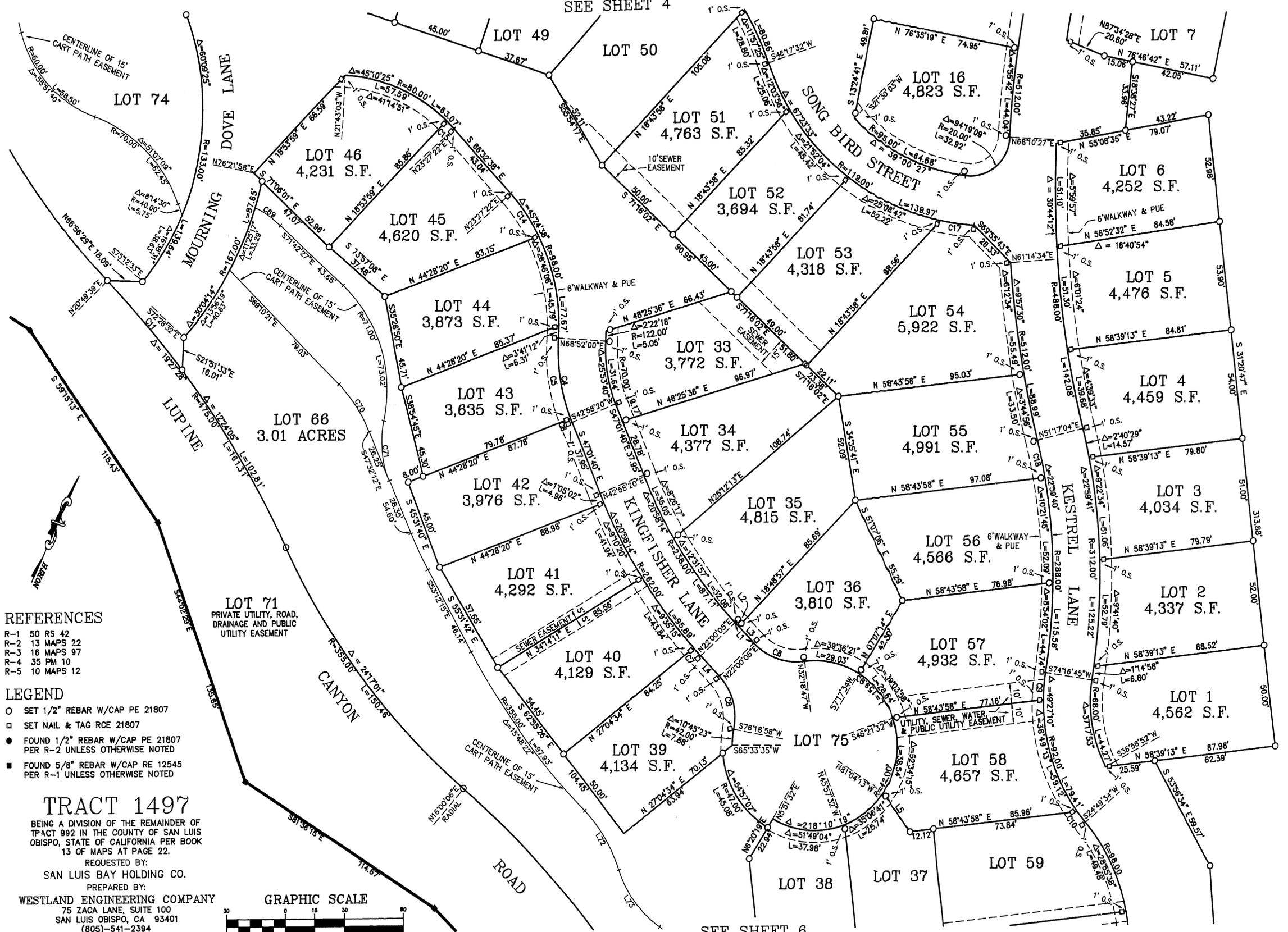


SEE SHEET 8

SEE SHEET 5

LOT 73





REFERENCES

- R-1 50 RS 42
- R-2 13 MAPS 22
- R-3 16 MAPS 97
- R-4 35 PM 10
- R-5 10 MAPS 12

LEGEND

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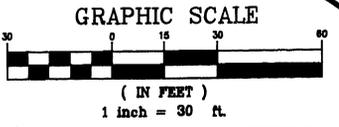
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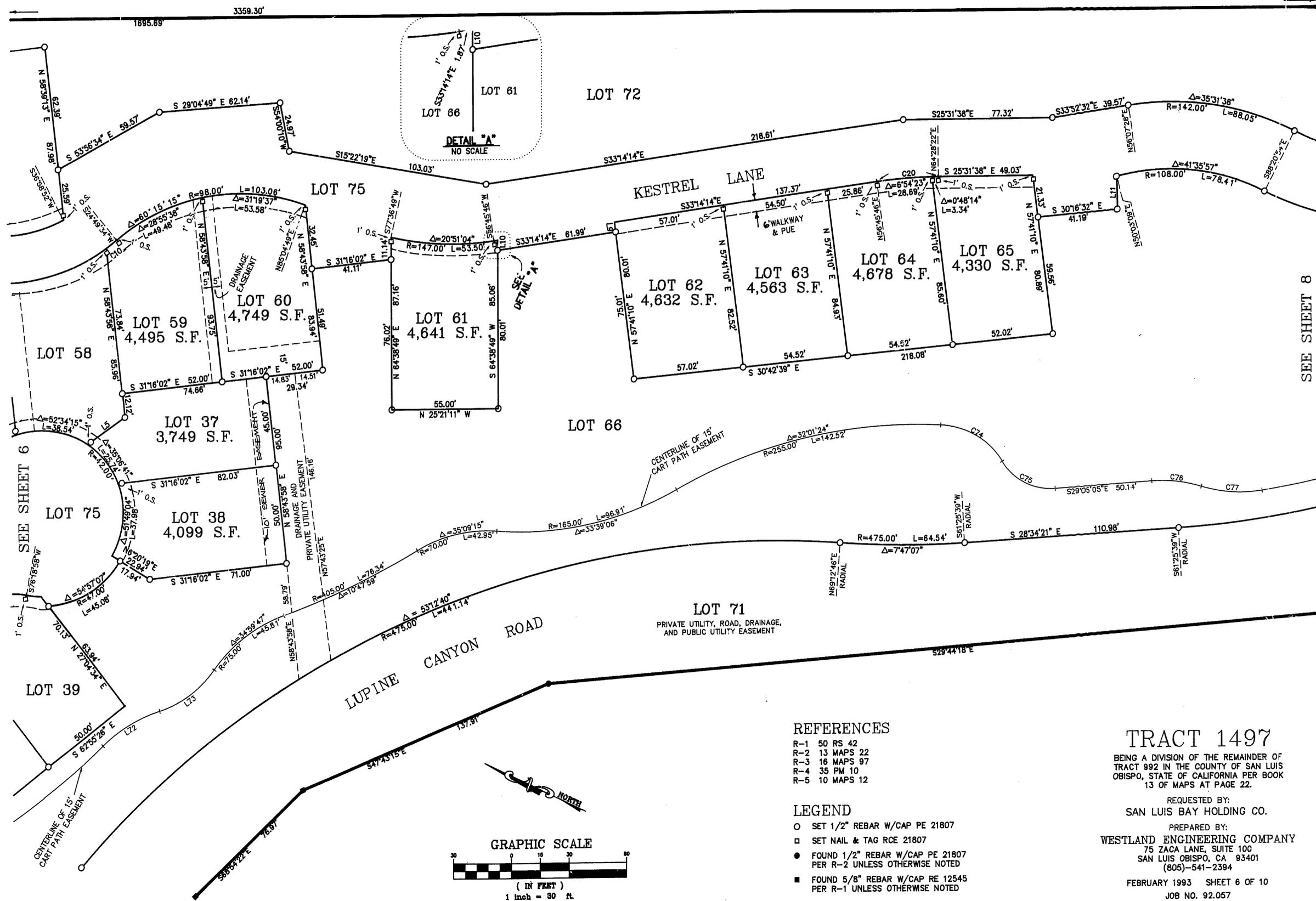
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FEBRUARY 1993 SHEET 5 OF 10
JOB NO. 92.057



SEE SHEET 6

SEE SHEET 4



SEE SHEET 8

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- R-4 35 PM 10
- R-5 10 MAPS 12

LEGEND

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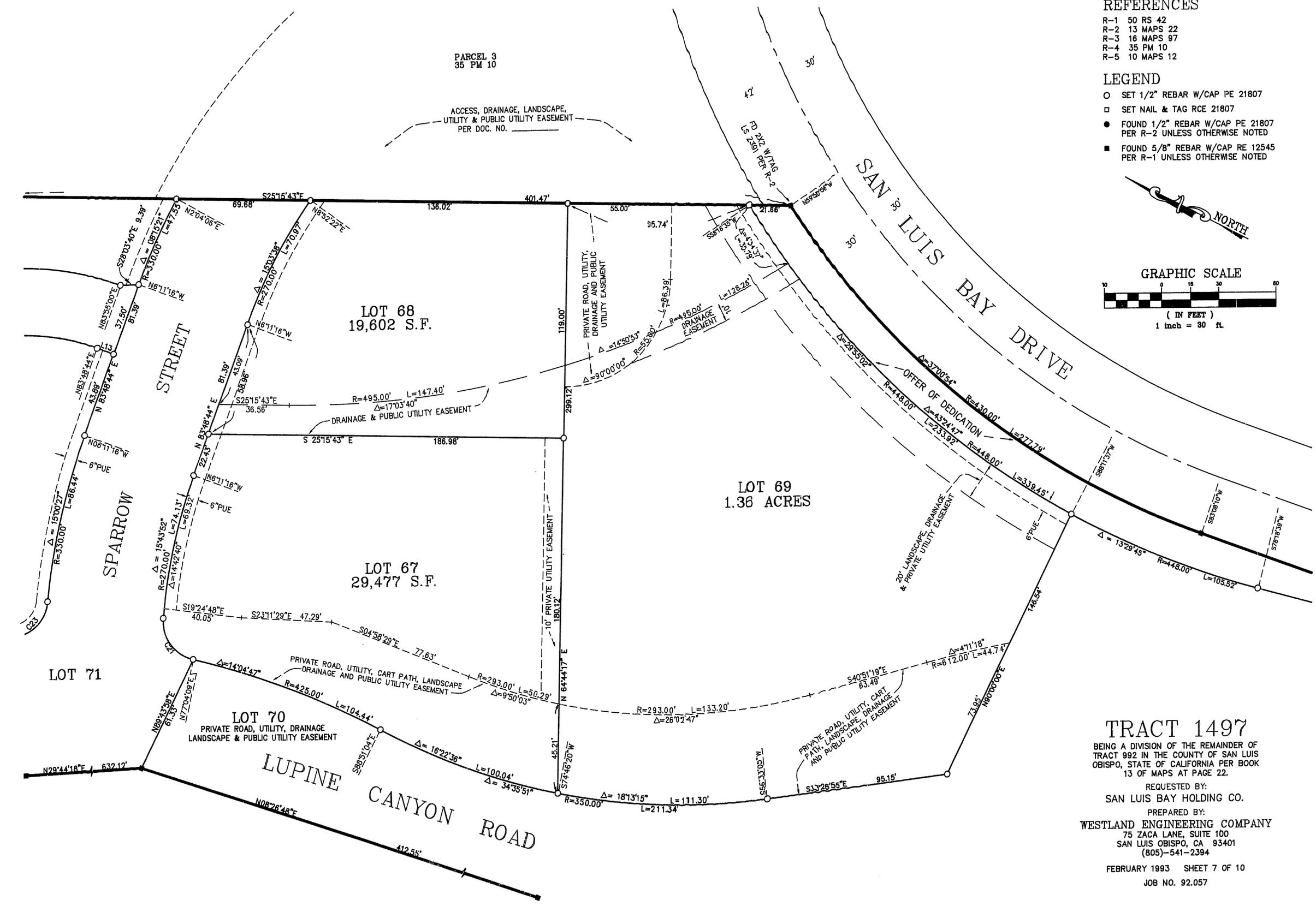
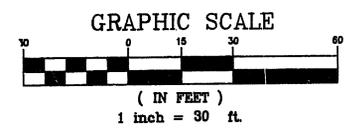
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JOB NO. 92.057

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- R-1 50 RS 42
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- R-3 16 MAPS 97
- R-4 35 PM 10
- R-5 10 MAPS 12

LEGEND

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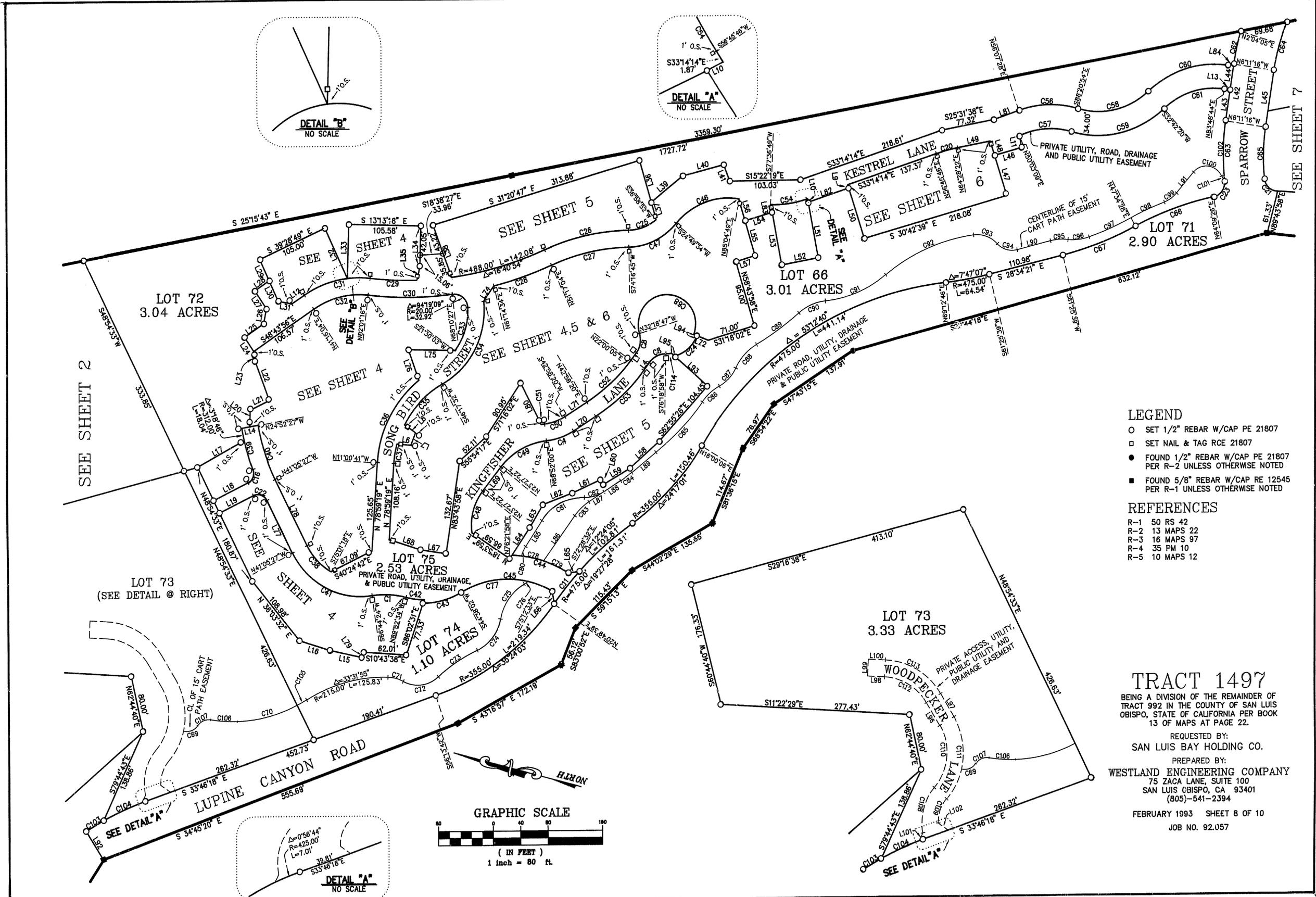
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FEBRUARY 1993 SHEET 7 OF 10
JOB NO. 92.057



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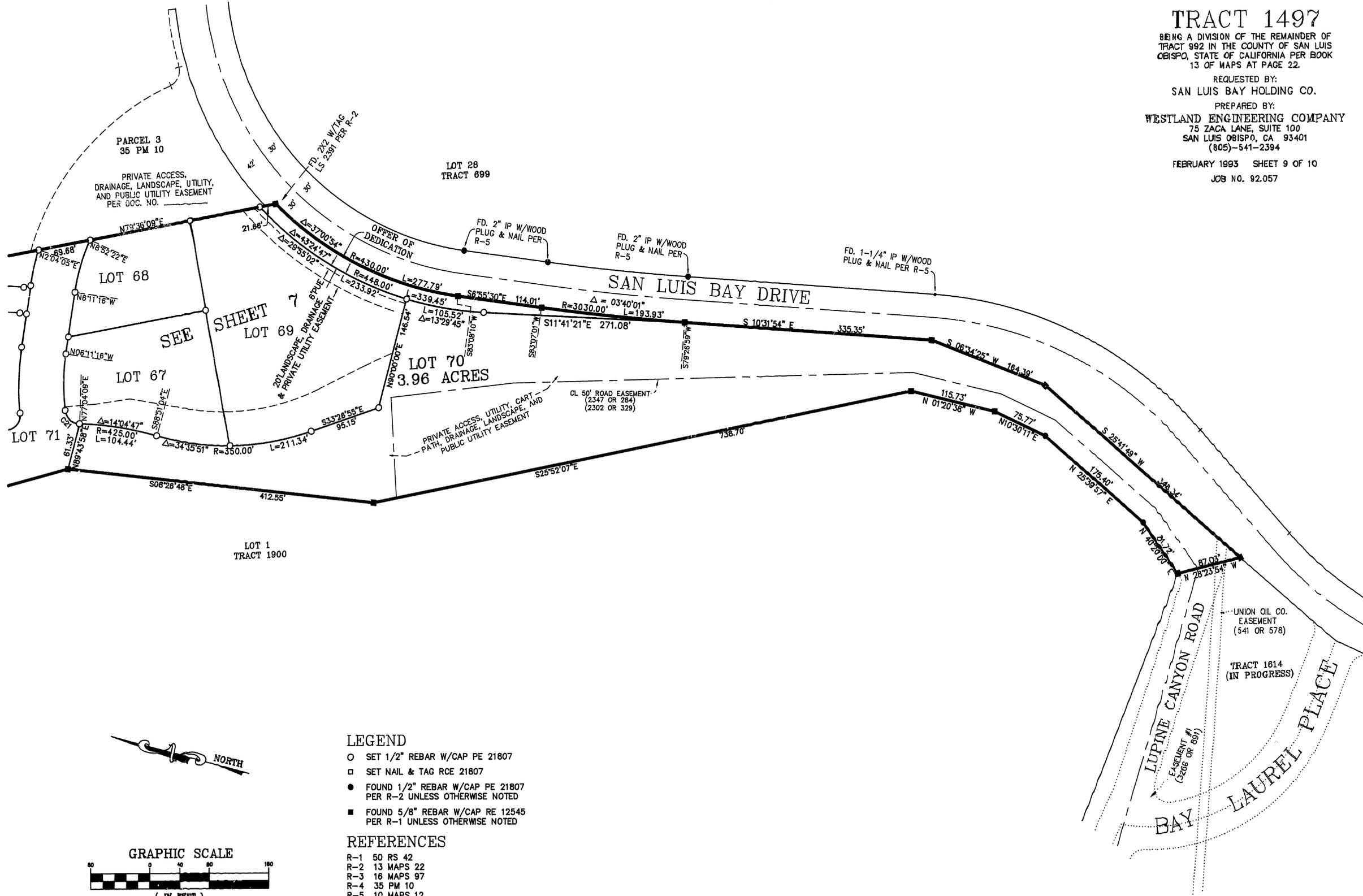
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LEGEND

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- R-2 13 MAPS 22
- R-3 16 MAPS 97
- R-4 35 PM 10
- R-5 10 MAPS 12

LINE	BEARING	DISTANCE
L1	N67° 59' 55" W	13.86'
L2	S67° 59' 55" E	2.67'
L3	S67° 59' 55" E	11.19'
L4	N67° 59' 55" W	13.86'
L5	S59° 59' 51" E	23.83'
L6	S09° 05' 05" E	20.34'
L7	S83° 19' 16" E	18.91'
L8	N19° 57' 30" E	20.11'
L9	N57° 41' 10" E	5.00'
L10	N64° 38' 49" E	5.05'
L11	N63° 06' 51" E	16.63'
L12	S48° 43' 56" E	22.18'
L13	S06° 11' 16" E	8.98'
L14	S24° 52' 27" E	24.00'
L15	N02° 20' 40" W	47.75'
L16	N02° 49' 46" E	47.18'
L17	S43° 14' 43" E	78.43'
L18	S41° 05' 27" E	56.78'
L19	S41° 05' 27" E	55.50'
L20	N76° 41' 02" E	23.35'
L21	S40° 24' 42" E	31.20'
L22	N54° 33' 42" E	59.52'
L23	N66° 46' 57" E	14.33'
L24	N41° 16' 04" E	24.00'
L25	S48° 43' 56" E	34.40'
L26	N86° 16' 04" E	21.21'
L27	N41° 16' 04" E	31.00'
L28	S48° 43' 56" E	25.99'
L29	N50° 31' 11" E	33.22'
L30	N50° 31' 11" E	32.23'
L31	S03° 43' 56" E	20.07'
L32	N50° 31' 11" E	78.75'
L33	N76° 46' 42" E	76.75'
L34	N76° 46' 42" E	57.11'
L35	N87° 34' 28" E	20.60'
L36	N58° 39' 13" E	62.39'
L37	N58° 39' 13" E	25.59'
L38	N55° 08' 35" E	79.07'
L39	S53° 56' 34" E	59.57'
L40	S29° 04' 49" E	62.14'
L41	N54° 00' 10" E	24.97'
L42	N83° 48' 44" E	81.39'
L43	N83° 48' 44" E	43.89'
L44	N83° 48' 44" E	37.50'
L45	N83° 48' 44" E	81.39'
L46	S30° 16' 32" E	41.19'
L47	N57° 41' 10" E	59.56'
L48	N57° 41' 10" E	21.34'
L49	S25° 31' 38" E	49.03'
L50	N57° 41' 10" E	75.01'
L51	N64° 38' 49" E	80.01'
L52	N25° 21' 11" W	55.00'
L53	N64° 38' 49" E	76.02'
L54	S31° 16' 02" E	41.11'
L55	N58° 43' 58" E	51.49'
L56	N58° 43' 58" E	32.45'
L57	S31° 16' 02" E	29.34'
L58	S55° 31' 42" E	57.65'
L59	S45° 31' 40" E	45.00'
L60	N44° 28' 20" E	8.00'
L61	S38° 54' 45" E	45.30'
L62	S35° 26' 50" E	45.71'
L63	S73° 57' 08" E	37.48'
L64	S71° 06' 01" E	52.96'
L65	S33° 03' 13" W	10.57'
L66	N66° 56' 29" E	18.09'
L67	S06° 16' 02" E	37.77'
L68	N03° 01' 29" E	48.15'

LINE	BEARING	DISTANCE
L69	S66° 32' 38" E	43.04'
L70	S47° 01' 40" E	37.95'
L71	S47° 01' 40" E	37.95'
L72	N06° 20' 19" E	17.94'
L73		
L74	S69° 55' 43" E	26.33'
L75	S13° 24' 41" E	68.47'
L76	N55° 40' 35" E	46.15'
L77	N48° 54' 33" E	83.55'
L78	N48° 54' 33" E	104.70'
L79	S82° 10' 12" E	8.22'
L80	N48° 25' 36" E	66.43'
L81	S33° 52' 32" E	39.57'
L82	S33° 14' 14" E	61.99'
L83	N64° 38' 49" W	11.14'
L84	N28° 03' 40" W	9.39'
L85	S71° 42' 27" E	43.65'
L86	S69° 10' 21" E	79.03'
L87	S47° 32' 12" E	26.25'
L88	S47° 32' 12" E	28.35'
L89	S53° 12' 15" E	46.14'
L90	S29° 05' 05" E	50.14'
L91	S63° 49' 55" E	39.04'
L92	N43° 05' 27" E	47.77'
L93	S27° 04' 34" W	63.94'
L94	S06° 20' 19" W	5.00'
L95	S27° 04' 34" W	6.19'
L96	N44° 09' 17" E	38.50'
L97	N44° 09' 17" E	38.50'
L98	N11° 50' 43" W	25.49'
L99	N78° 09' 17" E	24.00'
L100	S11° 50' 43" E	25.49'
L101	S76° 18' 13" E	13.69'
L102	S19° 57' 25" W	18.61'

CURVE	DELTA	RADIUS	LENGTH
C1	23° 23' 02"	123.00'	50.20'
C2	10° 03' 53"	123.00'	21.61'
C3	13° 19' 09"	123.00'	28.59'
C4	25° 53' 40"	94.00'	42.48'
C5	24° 36' 36"	94.00'	40.38'
C6	01° 17' 04"	94.00'	2.11'
C7	01° 07' 37"	262.00'	5.15'
C8	54° 18' 53"	30.00'	28.44'
C9	08° 21' 19"	92.00'	13.42'
C10	04° 16' 38"	92.00'	6.87'
C11	05° 28' 02"	475.00'	45.32'
C12	00° 28' 19"	288.00'	2.37'
C13	03° 18' 46"	312.00'	18.04'
C14	14° 57' 20"	98.00'	25.58'
C15	03° 55' 34"	80.00'	5.48'
C16	84° 56' 14"	15.00'	22.24'
C17	08° 18' 51"	119.00'	17.27'
C18	03° 43' 53"	288.00'	18.76'
C19	08° 27' 21"	118.00'	17.41'
C20	07° 42' 37"	238.00'	32.03'
C21	81° 00' 43"	20.00'	28.28'
C22	90° 00' 00"	15.00'	23.56'
C23	85° 21' 09"	20.00'	29.79'
C24	54° 57' 07"	47.00'	45.08'
C25	37° 17' 53"	68.00'	44.27'
C26	22° 59' 41"	312.00'	125.22'
C27	22° 59' 41"	288.00'	115.58'
C28	09° 57' 30"	512.00'	88.99'
C29	08° 02' 49"	488.00'	68.54'
C30	13° 50' 49"	512.00'	123.74'
C31	40° 45' 12"	142.00'	101.00'
C32	40° 45' 12"	118.00'	83.93'
C33	39° 00' 27"	95.00'	64.68'
C34	67° 23' 33"	119.00'	139.97'
C35	33° 34' 16"	138.00'	80.86'
C36	47° 46' 44"	162.00'	135.09'
C37	11° 38' 53"	138.00'	28.05'
C38	33° 55' 51"	88.00'	52.11'
C39	11° 09' 14"	312.00'	60.74'
C40	16° 13' 00"	288.00'	81.51'
C41	72° 10' 09"	112.00'	141.07'
C42	14° 55' 26"	102.00'	26.57'
C43	31° 28' 23"	107.00'	58.78'
C44	30° 04' 14"	167.00'	87.65'
C45	60° 09' 25"	133.00'	139.64'
C46	60° 15' 15"	98.00'	103.06'
C47	49° 27' 10"	92.00'	79.41'
C48	45° 10' 25"	80.00'	63.07'
C49	45° 24' 38"	98.00'	77.67'
C50	25° 53' 40"	70.00'	31.64'
C51	02° 22' 18"	122.00'	5.05'
C52	20° 58' 14"	238.00'	87.11'
C53	20° 58' 14"	262.00'	95.89'
C54	20° 51' 04"	147.00'	53.50'
C55	35° 31' 38"	142.00'	88.05'
C57	41° 35' 57"	108.00'	78.41'
C58	58° 56' 46"	108.00'	111.11'
C59	58° 56' 46"	142.00'	146.09'
C60	51° 12' 40"	142.00'	126.92'
C61	51° 06' 24"	108.00'	96.33'
C62	08° 15' 21"	330.00'	47.55'
C63	15° 00' 27"	330.00'	86.44'
C64	15° 03' 38"	270.00'	70.97'
C65	15° 43' 52"	270.00'	74.13'
C66	16° 34' 59"	425.00'	123.01'
C67	13° 51' 11"	475.00'	114.85'
C68	218° 10' 20"	42.00'	159.93'
C69	17° 11' 02"	51.00'	15.30'

CURVE	DELTA	RADIUS	LENGTH
C70	25° 24' 19"	205.00'	90.90'
C71	26° 35' 08"	50.00'	23.20'
C72	71° 03' 21"	45.00'	55.81'
C73	18° 07' 33"	215.00'	68.02'
C74	55° 51' 40"	60.00'	58.50'
C75	51° 07' 09"	70.00'	62.45'
C76	08° 14' 30"	40.00'	5.75'
C77	43° 30' 54"	133.00'	101.01'
C78	11° 25' 17"	167.00'	33.29'
C79	13° 56' 19"	167.00'	40.63'
C80	17° 11' 02"	51.00'	15.30'
C81	58° 55' 44"	71.00'	73.02'
C82	34° 45' 28"	50.00'	30.33'
C83	21° 38' 10"	75.00'	28.32'
C84	05° 40' 04"	200.00'	19.78'
C85	15° 48' 22"	355.00'	97.93'
C86	26° 18' 06"	75.00'	34.43'
C87	37° 08' 21"	55.00'	35.65'
C88	34° 59' 47"	75.00'	45.81'
C89	10° 47' 59"	405.00'	76.34'
C90	35° 09' 15"	70.00'	42.95'
C91	33° 39' 06"	165.00'	96.91'
C92	32° 01' 24"	255.00'	142.52'
C93	54° 51' 47"	40.00'	38.30'
C94	61° 49' 20"	30.00'	32.37'
C95	21° 05' 05"	70.00'	25.76'
C96	26° 03' 56"	70.00'	31.85'
C97	08° 21' 37"	461.00'	67.27'
C98	06° 58' 03"	439.00'	53.39'
C99	28° 22' 25"	45.00'	22.28'
C100	112° 45' 34"	25.00'	49.20'
C101	20° 24' 33"	20.00'	7.12'
C102	14° 30' 38"	330.00'	83.57'
C103	04° 05' 28"	425.00'	30.35'
C104	09° 02' 48"	425.00'	67.10'
C105	04° 24' 15"	205.00'	15.76'
C106	11° 00' 50"	205.00'	39.41'
C107	63° 38' 43"	20.00'	22.22'
C108	53° 06' 28"	74.00'	68.59'
C109	42° 47' 12"	50.00'	37.34'
C110	72° 19' 04"	75.00'	94.66'
C111	72° 19' 04"	99.00'	124.96'
C112	56° 00' 00"	76.00'	74.28'
C113	56° 00' 00"	100.00'	97.74'
C114	10° 45' 23"	42.00'	7.88'

TRACT 1497

BEING A DIVISION OF THE REMAINDER OF TRACT 992 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA PER BOOK 13 OF MAPS AT PAGE 22.

REQUESTED BY:
SAN LUIS BAY HOLDING CO.

PREPARED BY:
WESTLAND ENGINEERING COMPANY
75 ZACA LANE, SUITE 100
SAN LUIS OBISPO, CA 93401
(805)-541-2394

FEBRUARY 1993 SHEET 10 OF 10
JOB NO. 92.057

TENTATIVE PARCEL MAP CO 25-0052

6380 LUPINE CANYON RD, AVILA BEACH, CA (APN: 076-189-005 & 076-189-006)

PROJECT TEAM:

OWNER: SEARISE CONSTRUCTION SERVICES, LLC
1190 BASSI DR.
SAN LUIS OBISPO, CA 93405

CIVIL ENGINEER: SCOTT STOKES, PE 58256
ABOVE GRADE ENGINEERING
245 HIGUERA STREET
SAN LUIS OBISPO, CA 93401

SURVEYOR: JEFFREY N. WYANT, PLS 9338
ABOVE GRADE ENGINEERING
245 HIGUERA STREET
SAN LUIS OBISPO, CA 93401

PROPERTY DESCRIPTION:

LOTS 69 AND 70, RECORDED IN BOOK 17 OF MAPS AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER, IN THE CITY OF SAN LUIS OBISPO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

SURVEY INFORMATION:

TOPOGRAPHIC SURVEY PERFORMED JANUARY 14, 2015 BY ABOVE GRADE ENGINEERING.

BENCHMARK: THE BASIS OF ELEVATIONS FOR THIS SURVEY IS A MAG NAIL SET ON THE LOCAL SITE
ELEVATION = 493.99' FEET

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY WAS TAKEN FROM THE CALCULATED FROM 2 FOUND MONUMENT ALONG THE SOUTHERLY LINE OF LOT 69, BEARING N 90°00'00" EAST

ALL DISTANCES ARE GROUND FOR THIS SURVEY

BOUNDARY: BOUNDARY LINE SHOWN IS BASED ON FOUND MONUMENTS AND RECORD DATA (17/MB/14), NO BOUNDARY SURVEY WAS PERFORMED.

PROJECT INFORMATION:

ADDRESS: 6380 LUPINE CANYON RD, SAN LUIS OBISPO, CA 93405

APN: 076-189-005 & 076-189-006

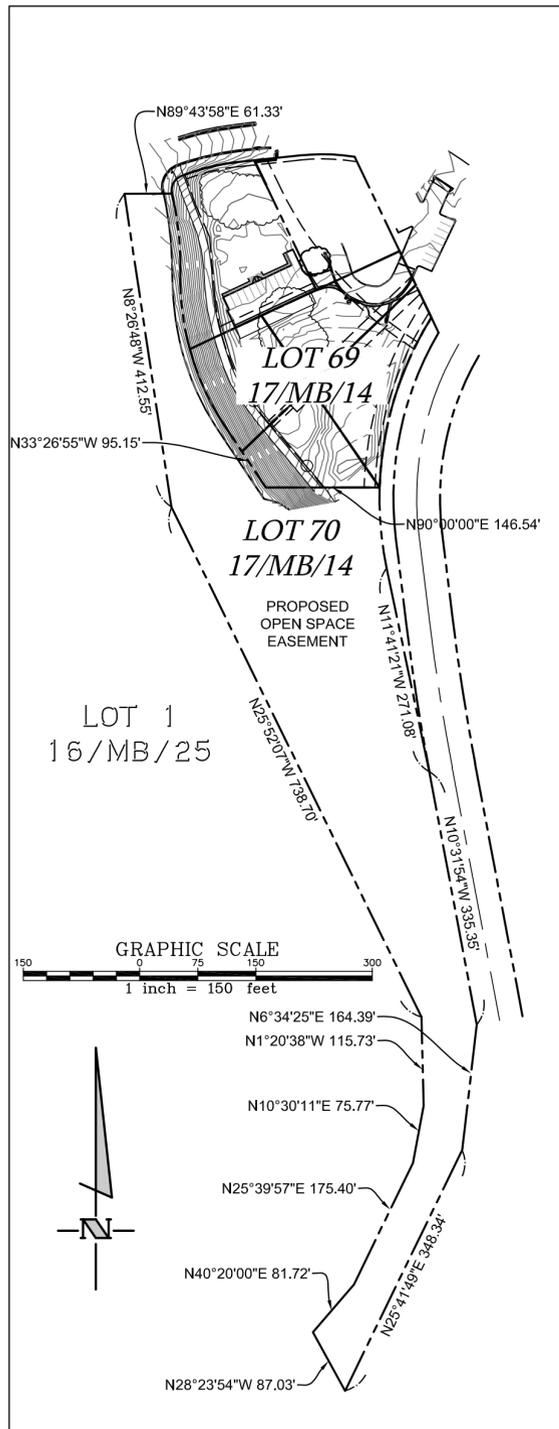
GROSS TOTAL AREA: 5.32ac

NUMBER OF LOTS: 2

APPROXIMATE LOT SIZE: LOT 69 - 1.36ac ; LOT 70 - 3.96ac

FLOOD ZONE: ZONE X

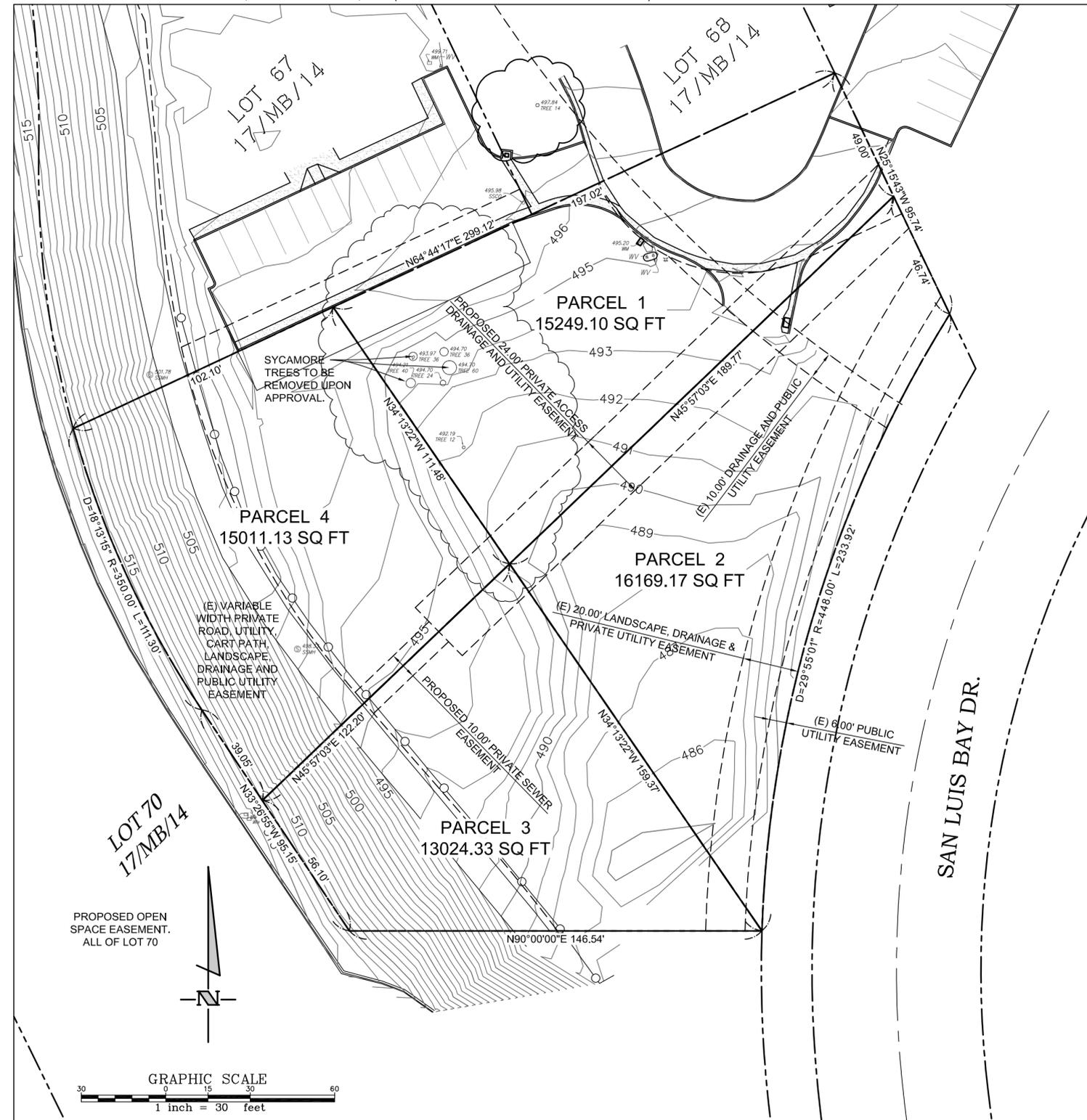
FLOOD MAP: 06079C1329J



TITLE INFORMATION:

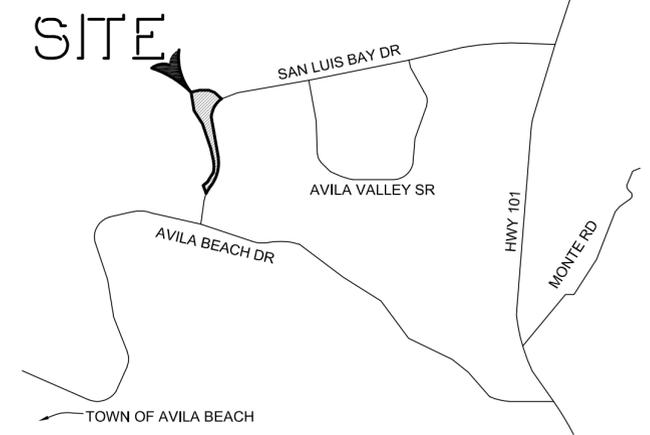
PARCEL APN: 076-189-005
TITLE REPORT #: FSLC-0012500584-RB
TITLE REPORT DATE: MAY 23, 2025
LOT 69
ALL PLOTTABLE EXCEPTION HAVE BEEN PLOTTED
BLANKET EASEMENTS: 7, 9, 10, 11 & 13

PARCEL APN: 076-189-006
TITLE REPORT #: FSLC-0012500614-RB
TITLE REPORT DATE: JUNE 2, 2025
LOT 70
ALL PLOTTABLE EXCEPTION HAVE BEEN PLOTTED.
BLANKET EASEMENTS: 5, 7, 10, 11 & 16
NON-PLOTTABLE EASEMENTS: 6, 8, 9 & 21
EASEMENTS NOT ON PARCEL: 22 & 23



LOT DENSITY NOTE:

TO ACHIEVE THE REQUIRED DENSITY FOR LOT 69 (4 LOTS) LOT 70 WILL BE DEDICATED AS OPEN SPACE. PER THE LETTER FROM NICOLE ELLIS (ATTACHED TO THIS SUBMITTAL), FOR EVERY ACER DEDICATED AS OPEN SPACE WE CAN GAIN 1 ADDITIONAL LOT. LOT 70 IS 3.96 ACRES AND WILL BE DEDICATED AS OPEN SPACE, THEREFORE GAINING 3 ADDITION LOTS FOR LOT 69 FOR A TOTAL OF 4 LOTS.



VICINITY MAP - N.T.S

JOB#: 25100
DATE: October 1, 2025
SHEET NUMBER:
TPM-1

ABOVE GRADE ENGINEERING
245 Higuera Street, San Luis Obispo, CA 93401
phone: (805) 540-5115
A California Corporation • Scott Stokes PE # 58256

N:\2025\25100-Lot69-Avilo\Survey\TMA\25100-TPM.dwg, TPM-1, Oct 01, 2025 10:22am, jwynt

RE: [EXT]Lot 69 Avila lot spl into four lots. - APN: 076-189-005 SLBEMDP and Title 22 Resources

From: Nicole Ellis (nellis@co.slo.ca.us)
 To: cknauer243@aol.com
 Cc: mlarue@co.slo.ca.us; mdenning@co.slo.ca.us
 Date: Wednesday, June 25, 2025 at 04:01 PM PDT

Good afternoon, Chris,

Per the San Luis Bay Master Development Plan:
 The development's open space obligations are a one acre to one lot/unit basis. 1 acre of Open Space must be dedicated for every 1 lot/unit.

2. **Density Limitation.** Net residential density for the entire project area is to be within the range of the Residential Suburban land use category, not to exceed one dwelling unit per acre.
3. **Lot Sales.** All sales programs are to be administered from the project sales office in the commercial village.
4. **Open Space Preservation.** Approval of an application for land division, Site Plan or Development Plan approval is contingent upon the applicant executing an agreement with the county to maintain portions of the site not proposed for development in open space use. Guarantees of open space preservation are to be in the form of agreements, easements, contracts or other appropriate instrument.

SAN LUIS BAY AREA PLAN (COASTAL)
 REVISED MARCH, 1997

8-33

PLANNING AREA STANDARDS
 GENPLAN\9200501.PLN

When this lot was created it may have been that 1 acre of OS was set aside for its anticipated future 1 DU in the Residential Suburban land use category. However, to further divide into a max of 2 lots (or to develop a maximum of 2 dwelling units with the necessary density bonus in the Residential Suburban land use category) an additional acre would need to be dedicated.

Nicole Ellis
 Supervising Planner
 (p) 805-781-5157
nellis@co.slo.ca.us
[Website](#) | [Facebook](#) | [Map](#)



COUNTY OF SAN LUIS OBISPO
 DEPARTMENT OF PLANNING AND BUILDING

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COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING AND BUILDING

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From: CHRIS KNAUER <cknauer243@aol.com>
Sent: Wednesday, June 25, 2025 4:41 PM
To: Nicole Ellis <nellis@co.slo.ca.us>
Cc: Mark LaRue <mlarue@co.slo.ca.us>; Mason Denning <mdenning@co.slo.ca.us>
Subject: Re: [EXT]Lot 69 Avila lot spl into four lots. - APN: 076-189-005 SLBEMDP and Title 22 Resources

Hi Nicole,

Do you have a chance to meet Thursday or Friday anytime about this project. I want to show you some documentation and ask your guidance moving forward.

Your help is greatly appreciated.

Thanks

Chris Knauer

805-801-5251

Sent from my iPhone

On Jun 25, 2025, at 4:01 PM, Nicole Ellis <nellis@co.slo.ca.us> wrote:

Good afternoon, Chris,

Per the San Luis Bay Master Development Plan:

The development's open space obligations are a one acre to one lot/unit basis. 1 acre of Open Space must be dedicated for every 1 lot/unit.

- 2. **Density Limitation.** Net residential density for the entire project area is to be within the range of the Residential Suburban land use category, not to exceed one dwelling unit per acre.
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SAN LUIS BAY AREA PLAN (COASTAL)
REVISED MARCH, 1997

8-33

PLANNING AREA STANDARDS
GENPLAN\V9200501.PLN

When this lot was created it may have been that 1 acre of OS was set aside for its anticipated future 1 DU in the Residential Suburban land use category. However, to further divide into a max of 2 lots (or to develop a maximum of 2 dwelling units with the necessary density bonus in the Residential Suburban land use category) an additional acre would need to be dedicated.

Nicole Ellis

Supervising Planner

(p) 805-781-5157

nellis@co.slo.ca.us

[Website](#) | [Facebook](#) | [Map](#)



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING AND BUILDING

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Parcel Information

APN: 076-189-005
Assessee: COVELOP HOLDINGS LLC
Care Of: %DAMIEN TP MAVIS ETAL
Address: PO BOX 12910, SLO
 CA 93406
Description: TR 1497 LT 69



For additional assessment information please see Assessor's Property Inquiry Portal

Community Code: AVLB
Supervisor District: Supdist 3
Avg Percent Slope: 9

Land Use Information

Land Uses Combining Designations

RS	GSA Geologic Hazard Area Renewable Energy Overlay
----	--



Permit Information

Permit	Description	Work Class	Application Date
N-SUB2025-00066	Subdivision, Non-Coastal Appealable	Parcel Map	10/2/2025 12:13:20 PM
P-APP2025-00252	Application	Subdivision	10/2/2025 10:10:20 AM
MAP-000158-2025	Map Number	Parcel Map	10/1/2025 4:16:37 AM
ZON2025-01308	Zoning Clearance	Tree Removal	8/20/2025 2:45:22 PM
COD2015-00379	Code Enforcement		3/28/2016 12:08:00 PM
LRP2014-00020	Long-Range Planning	General Plan Amendment	1/29/2015 3:07:19 PM



SUB2014-00007	Subdivision	Parcel Map with CUP	8/1/2014 3:36:15 PM
COD2013-00427	Code Enforcement		4/17/2014 12:48:25 PM
PRE2013-00043	Pre-Application	Pre-Application	3/24/2014 11:07:06 AM
93487	PMTG - Grading Permit	Major Grading - over 10% slope or 5000 cu yds	3/25/1993 12:00:00 AM

Addresses on this Parcel

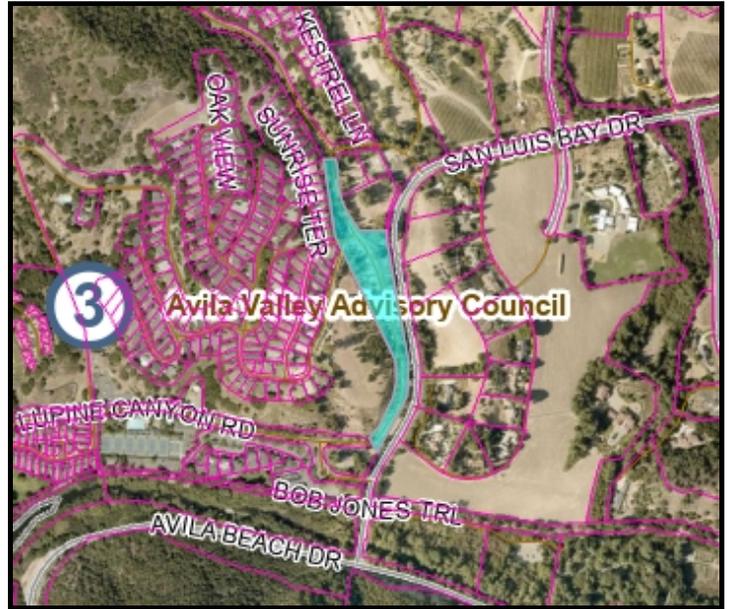
Recorded Ownership Documents (Current Ownership)

2015-R-007198



Parcel Information

APN: 076-189-006
Assessee: ROSSI ROBIN L TRE
Care Of:
Address: 6880 BAY LAUREL DR, AVILA BEACH
 CA 93424
Description: TR 1497 LT 70



For additional assessment information please see Assessor's Property Inquiry Portal

Community Code: AVLB
Supervisor District: Supdist 3
Avg Percent Slope: 14

Land Use Information

Land Uses Combining Designations

OS	Flood Hazard Area
	GSA Geologic Hazard Area
	Renewable Energy Overlay



Permit Information

Permit	Description	Work Class	Application Date
N-SUB2025-00066	Subdivision, Non-Coastal Appealable	Parcel Map	10/2/2025 12:13:20 PM
P-APP2025-00252	Application	Subdivision	10/2/2025 10:10:20 AM
MAP-000158-2025	Map Number	Parcel Map	10/1/2025 4:16:37 AM
D910170D	Land Use	Conditional Use Permit	9/11/1995 12:00:00 AM
93135	PMTR - Residential Permit	Additions/Alterations	4/25/1994 12:00:00 AM



A2779	PMTR - Residential Permit	New Structure	4/20/1994 12:00:00 AM
93487	PMTG - Grading Permit	Major Grading - over 10% slope or 5000 cu yds	3/25/1993 12:00:00 AM

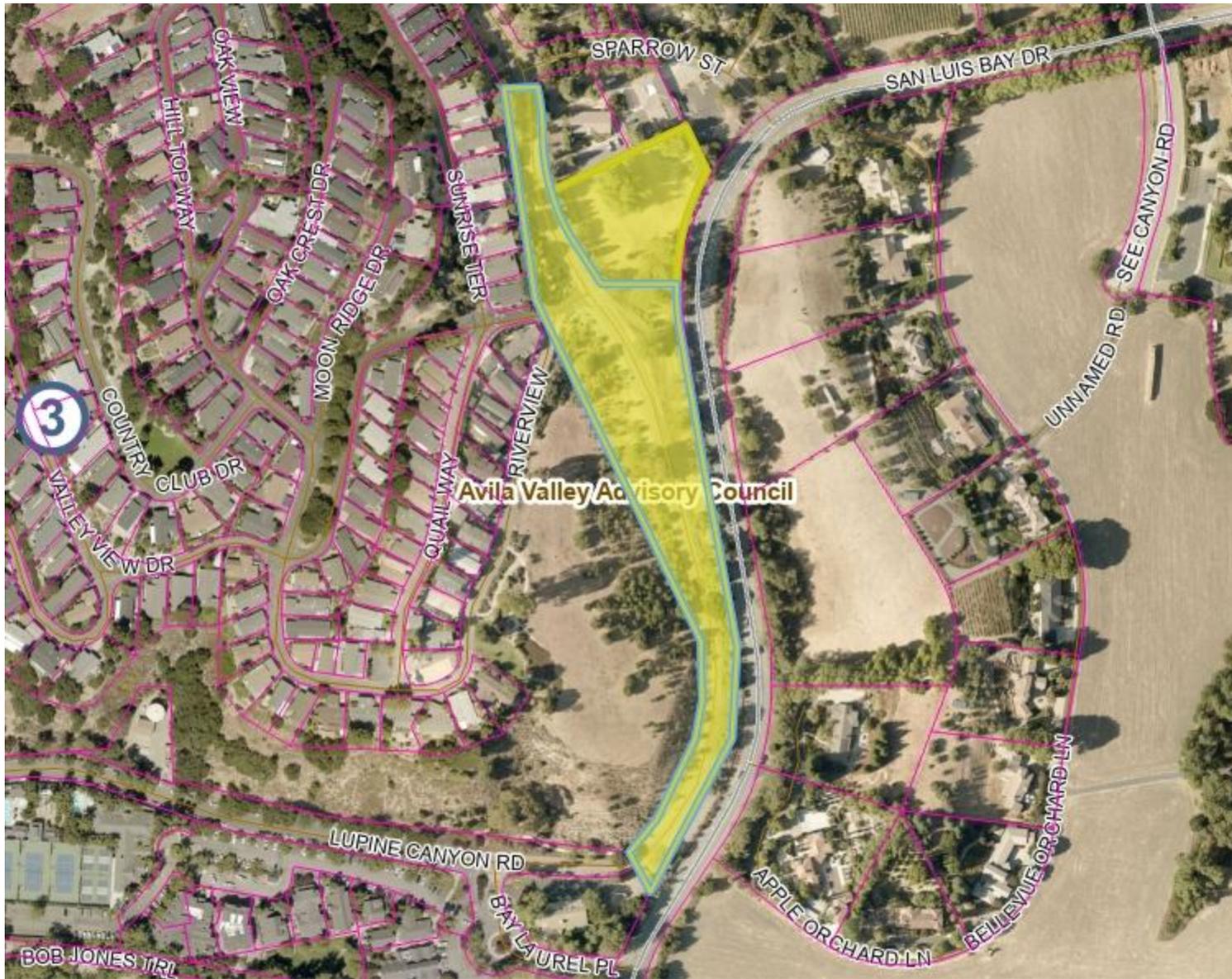
Addresses on this Parcel

Recorded Ownership Documents (Current Ownership)

1994-R-030975

1994-R-030975

GIS Near 076-189-005 & 006



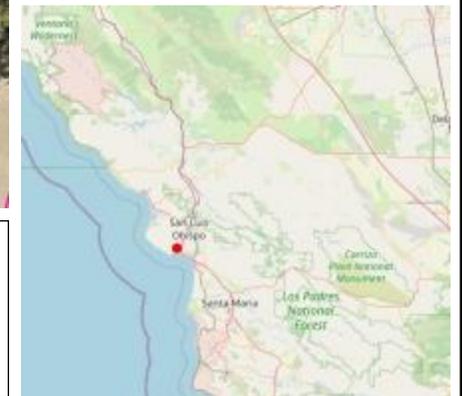
- ### Legend
- SLO County Parcels
 - Roads**
 - CalTrans
 - Maintained by SLO CO
 - Private Maintenance
 - Federal or State Maintenance
 - CITY OF SAN LUIS OBISPO: ARROYO GF ATASCADERO; MORRO BAY; PASO ROB BEACH
 - CAL POLY
 - Community Advisory Groups**
 - Community Advisory Group Boundaries
 - Cayucos Citizens Advisory Council Subarea
 - Creston Advisory Body Sub Areas
 - 2011 Supervisor Districts
 - SLO County Boundary

-752.33 0 376.17 752.33 Feet 1:4,514



The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

Map for Reference Purposes Only



GIS Far 076-189-005 & 006



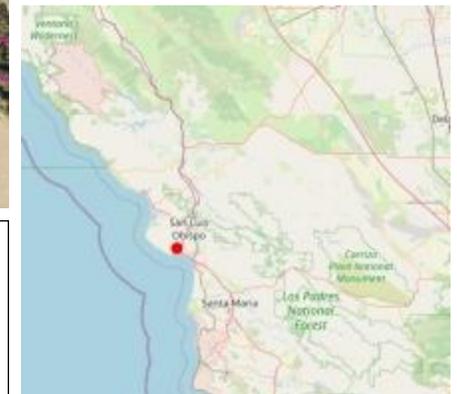
- Legend**
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 - Community Advisory Group Boundaries
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 - 2011 Supervisor Districts
 - SLO County Boundary

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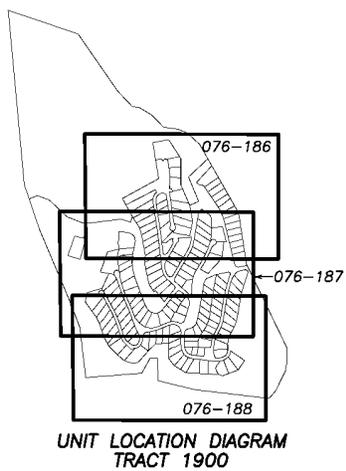
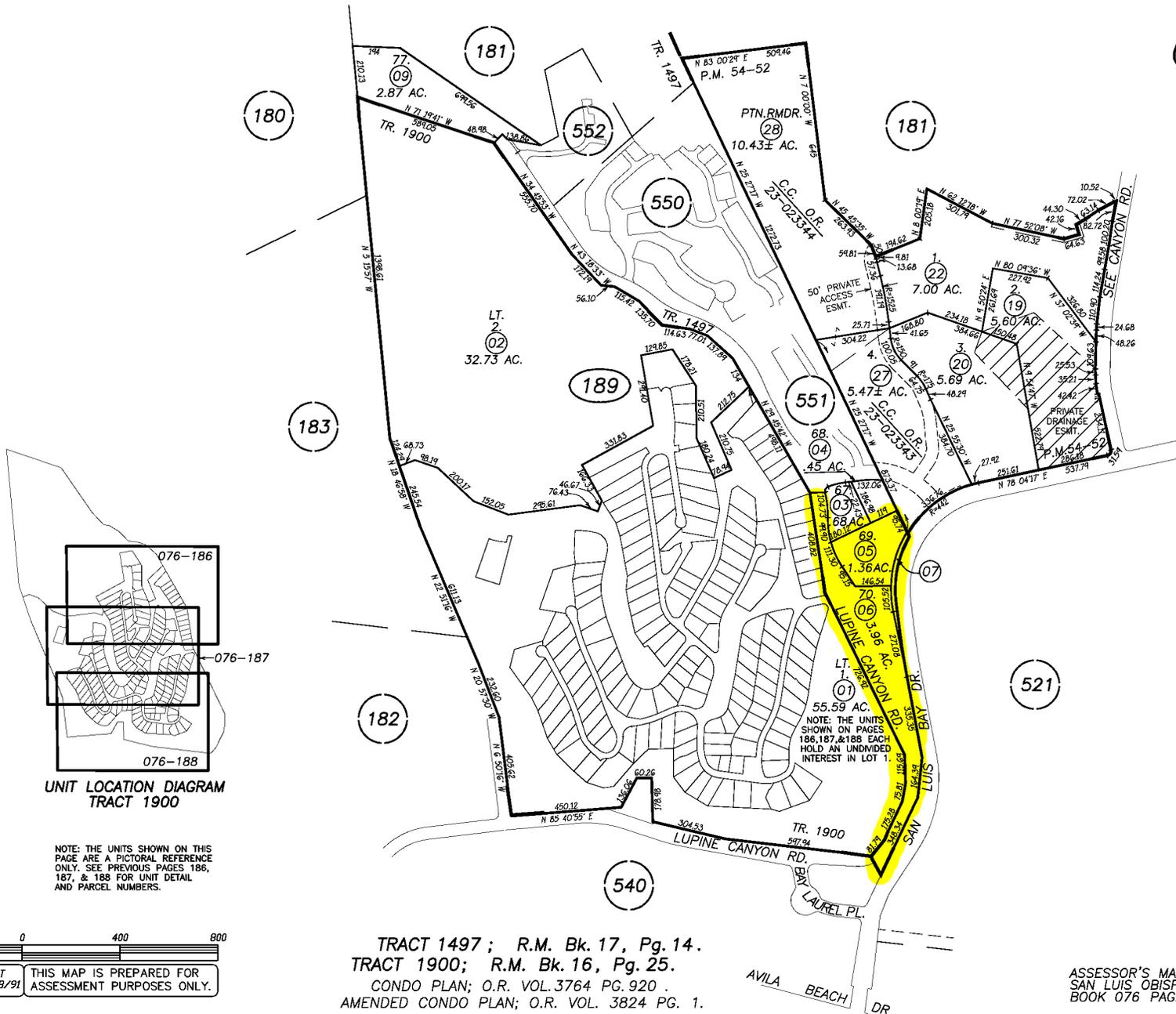
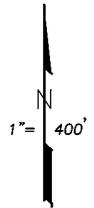
Map for Reference Purposes Only



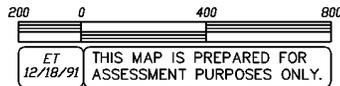


076-181

076-189



NOTE: THE UNITS SHOWN ON THIS PAGE ARE A PICTORIAL REFERENCE ONLY. SEE PREVIOUS PAGES 186, 187, & 188 FOR UNIT DETAIL AND PARCEL NUMBERS.



REVISIONS	
I.S.	DATE
04-115	09-17-03
24-074	09-21-23
24-074	09-22-23

TRACT 1497; R.M. Bk. 17, Pg. 14.
 TRACT 1900; R.M. Bk. 16, Pg. 25.
 CONDO PLAN; O.R. VOL. 3764 PG. 920 .
 AMENDED CONDO PLAN; O.R. VOL. 3824 PG. 1.

ASSESSOR'S MAP, COUNTY OF SAN LUIS OBISPO, CA. BOOK 076 PAGE 189

