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ISSUING OFFICE: 500 N. Brand Blvd, Suite 200, Glendale, CA 91203

#### FOR SETTLEMENT INQUIRIES, CONTACT:

Better Escrow Service 3303 Burbank Blvd • Burbank, CA 91505 • FAX

### PRELIMINARY REPORT

Title Officer: Joe Morales Email: Teammorales@ctt.com Phone No.: 818-548-0222 Fax No.: Title No.: 112107233JM Escrow Officer: Scott Paul Email: Scott@betterescrowservice.com Phone No.: Fax No.: Escrow No.:

PROPERTY ADDRESS(ES): 955 West 9th Street, San Bernardino, CA 883 Harris Street, San Bernardino, CA 855 Harris Street, San Bernardino, CA Vacant land, San Bernardino, CA Vacant land, San Bernardino, CA

#### EFFECTIVE DATE: March 17, 2021 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2006

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:

O & A Development, LLC, a California Limited Liability Company, as to Parcels 1, 3, 4 and 5

O & A Development, LLC, as to an undivided 53% interest and Nicholas Ciontea, a single man, as to an undivided 47% interest, as tenants in common, subjetc to item nos. 18 and 19, as to Parcel 2

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 <u>APN/Parcel ID(s):</u> 0139-261-21, 0139-262-16, 0139-262-18, 0139-262-21 and 0139-262-22

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

PARCEL 1: (APN 0139-261-21)

THAT PORTION OF LOT 17, BLOCK 18 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN PORTION OF SAID LOT 17 AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 28, 1957, IN <u>BOOK</u> <u>4191, PAGE 7, OFFICIAL RECORDS</u> OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND SOUTH 89° 40' 52" WEST, 62.28 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND NORTH 0° 25' 00" WEST, 245.82 FEET; THENCE SOUTH 87° 34' 31" EAST, 11.89 FEET; THENCE SOUTH 80° 08' 35" EAST, 51.22 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND, DISTANT ALONG SAID EASTERLY LINE NORTH 0° 25' 00" WEST, 236.20 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 25' 00" EAST, 236.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN 0139-262-16)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 18, SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP; DISTANT ALONG SAID EAST LINE SOUTH 0° 30' 18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18: THENCE NORTH 87° 32' 12" WEST 165.43 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY AND TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87° 32' 12" WEST 40.49 FEET; THENCE NORTH 80° 08' 35" WEST 126.34 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO "THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE SOUTH 0° 25' 00" EAST 107.30 FEET; THENCE NORTH 89° 40' 52" EAST 69.00 FEET TO THE EAST LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE CONTINUING NORTH 89° 40' 52" EAST 95.88 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429. OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE NORTH 0° 30' 18" WEST 83.01 FEET TO THE TRUE POINT OF BEGINNING.

PURSUANT TO LOT LINE ADJUSTMENT NO. 06-15, RECORDED OCTOBER 14, 2007 AS INSTRUMENT NO. 2007-0564793 OF OFFICIAL RECORDS.

### **EXHIBIT "A"** Legal Description

PARCEL 3: (APN 0139-261-18)

THAT PORTION OF LOT 18 BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 165 FEET SOUTH 89 °40' 52" WEST AND 264 FEET SOUTH 0° 30' 18" EAST OF THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89° 40' 52" WEST 150 FEET; THENCE NORTH 0° 25' 00" WEST ALONG HARRIS STREET 50 FEET (40 FEET PER RECORD DEED) TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 89° 40' 52" EAST 150 FEET ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429; THENCE SOUTH 0° 30' 18" EAST 50 FEET (40 FEET PER RECORD DEED) TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 18. SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP, DISTANT ALONG SAID EAST LINE SOUTH 0° 30' 18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18: THENCE NORTH 87° 32' 12" WEST 205.92 FEET; THENCE NORTH 80° 08' 35" WEST 126.34 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE SOUTH 0° 25' 00" EAST 107.30 FEET; THENCE NORTH 89° 40' 52" EAST 69.00 FEET TO THE EAST LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 25' 00" EAST 26.00 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 89° 40' 52" EAST 95.92 FEET EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 49.28 FEET TO THE SOUTHEAST CORNER OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA SOUTH 89° 40' 52" WEST 96.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY: THENCE ALONG THE EAST LINE OF LAST SAID STATE OF CALIFORNIA PARCEL OF LAND NORTH 0° 25' 00" WEST 49.28 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED AUGUST 21, 1956 IN <u>BOOK 4017, PAGE 61, OFFICIAL</u> <u>RECORDS</u>.

# EXHIBIT "A"

Legal Description

SAID LEGAL PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. LLA-06-15 RECORDED OCTOBER 4, 2007 AS <u>INSTRUMENT NO. 2007-0564793 OF OFFICIAL RECORDS</u>

PARCEL 4: (APN 0139-262-21)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT 18, SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP, DISTANT ALONG SAID EAST LINE SOUTH 0°30'18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18:

THENCE NORTH 87° 32' 12" WEST 165.43 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN <u>BOOK 4418, PAGE 429, OFFICIAL RECORDS</u> OF SAID COUNTY AND TO THE TRUE POINT OF BEGINNING;

THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 83.01 FEET; THENCE SOUTH 89° 40' 52" WEST 95.88 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN <u>BOOK 4051, PAGE 442, OFFICIAL RECORDS</u> OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 25' 00" EAST 26.00 FEET; THENCE NORTH 89° 40' 52" EAST 95.92 FEET EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN <u>BOOK 4418, PAGE 429, OFFICIAL RECORDS</u> OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 49.28 FEET TO THE SOUTHEAST CORNER OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE PARALLEL TO SAID EAST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 20, 1956 IN <u>BOOK 4015, PAGE 586, OFFICIAL RECORDS</u> OF SAID COUNTY NORTH 89° 40' 52" EAST 165.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE ALONG SAID EAST LINE OF LOT 18 NORTH 0° 30' 18" WEST 168.26 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 20, 1956 IN <u>BOOK 4015, PAGE 586, OFFICIAL RECORDS</u> OF SAID COUNTY NORTH 89° 40' 52" EAST 165.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE ALONG SAID EAST LINE OF LOT 18 NORTH 0° 30' 18" WEST 168.26 FEET TO THE POINT OF BEGINNING.

SAID LEGAL PURSUANT TO PARCEL NO. B OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. LLA-06-15 RECORDED OCTOBER 4, 2007 AS <u>INSTRUMENT NO. 2007-0564793, OF OFFICIAL</u> <u>RECORDS</u>.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 15, 2019 AS INSTRUMENT NO. 2019-0423366, OF OFFICIAL RECORDS.

PARCEL 5: (APN 0139-262-22)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OR SAID COUNTY, DESCRIBED AS FOLLOWS:

# EXHIBIT "A"

#### Legal Description

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT; 232 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 165 FEET; THENCE SOUTH 32 FEET; THENCE EAST 165 FEET; THENCE NORTH 32 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 15, 2019 AS INSTRUMENT NO. 2019-0423366, 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 2021-2022.
- 2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

0139-261-21-0-000
2020-2021
\$279.86 paid.
\$279.86, Open
\$37.99 (Due after April 10)
None
007-167

Affects: Parcel 1

**3.** Supplemental taxes, including any personal property taxes and any assessments collected with taxes, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California, are as follows:

 Tax Identification No.:
 0139-261-21-0-000

 Fiscal Year:
 2018

 1st Installment:
 \$-19.32, No taxes due

 2nd Installment:
 \$-19.30, No taxes due

 Code Area:
 007-167

 Supplemental Bill No.:
 190856746

Affects: Parcel 1

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

Tax Identification No.:	0139-262-16-0-000
Fiscal Year:	2020-2021
1st Installment:	\$1,387.55 paid.
2nd Installment:	\$1,387.54, Open
Penalty and Cost:	\$148.74 (Due after April 10)
Homeowners Exemption:	None
Code Area:	007-167

Affects: Parcel 2

**5.** Supplemental taxes, including any personal property taxes and any assessments collected with taxes, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California, are as follows:

Tax Identification No.:	0139-262-16-0-000
Fiscal Year:	2018-2019
1st Installment:	\$14.13, paid
2nd Installment:	\$14.12, Open
Penalty:	\$11.41
Delinquent:	April 12, 2021
Code Area:	007-167
Supplemental Bill No.:	200821547

#### EXCEPTIONS (continued)

#### Affects: Parcel 2

6. Supplemental taxes, including any personal property taxes and any assessments collected with taxes, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California, are as follows:

Tax Identification No.:0139-262-16-0-000Fiscal Year:2019-20201st Installment:\$153.51, paid2nd Installment:\$153.49, OpenPenalty:\$25.36Delinquent:April 12, 2021Code Area:007-167Supplemental Bill No.:200821548

Affects: Parcel 2

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

Tax Identification No .:	0139-262-18-0-000
Fiscal Year:	2020-2021
1st Installment:	\$1,980.50 paid.
2nd Installment:	\$1,980.46, Open
Penalty and Cost:	\$208.05 (Due after April 10)
Homeowners Exemption:	None
Code Area:	007-167

Affects: Parcel 3

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

Tax Identification No.:	0139-262-21-0-000
Fiscal Year:	2020-2021
1st Installment:	\$79.28, Delinquent
Penalty:	\$7.93 (Due after December 10)
2nd Installment:	\$79.28, Open
Penalty and Cost:	\$17.93 (Due after April 10)
Homeowners Exemption:	None
Code Area:	007-167

Affects: Parcel 4

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

Tax Identification No.:	0139-262-22-0-000
Fiscal Year:	2020-2021
1st Installment:	\$127.12, Delinquent
Penalty:	\$12.72 (Due after December 10)
2nd Installment:	\$127.10, Open
Penalty and Cost:	\$22.72 (Due after April 10)
Homeowners Exemption:	None
Code Area:	007-167

Affects: Parcel 5

# (continued)

- **10.** 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.
- **11.** Water rights, claims or title to water, whether or not disclosed by the public records.

#### THE FOLLOWING ITEMS AFFECT PARCEL 1:

**12.** The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:March 12, 1959Recording No.:in Book 4758 Page 583, Official RecordsAffects:As described therein

**13.** The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:City of San Bernardino-Mount Vernon Redevelopment Project AreaRecording Date:June 25, 1990Recording No.:90-248425, Official Records

and Recording Date:February 13, 2007and Recording No.:2007-0095340, Official Records

14. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map of:	Record of Survey
Recording Date:	March 22, 2010
Recording No.:	in <u>Book 142 Pages 8 to 16 inclusive of Records of Survey</u>
Map of:	Record of Survey
Recording Date:	June 25, 2015

Recording No.: in Book 156 Pages 1 to 12 inclusive of Records of Survey

#### THE FOLLOWING ITEMS AFFECT PARCEL 2:

- **15.** An easement in favor of the public over any existing roads lying within said land.
- **16.** Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of San Bernardino
Purpose:	Waterlines and temporary construction
Recording Date:	June 10, 2004
Recording No.:	2004-0413373, Official Records
Affects:	As described therein

#### (continued)

**17.** The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:Redevelopment Agency of the City of San BernardinoRecording Date:February 13, 2007Recording No.:2007-0095340, Official Records

**18.** The effect of a Grant Deed as set forth below:

Grantor:Nicolas Ciontea, a single man, as to an undivided 47% interest and FC Services, Inc., aNevada Corporation, who acquired title as FC Services, Inc., as to an undivided 53% interestGrantee:FC Services, Inc., a Nevada CorporationDated:July 19, 2017Recording Date:May 1, 2019Recording No.:2019-0139130, Official Records

The Company requires that an affidavit (attached) be completed and executed by the above grantor and that said affidavit be acknowledged before a notary who is an employee of the title or escrow Company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the above grantors in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said Land, but which if any do exist, may affect the title or impose liens or encumbrances thereon.

**19.** The effect of a Grant Deed as set forth below:

Grantor:	FC Services, Inc., a Nevada Corporation
Grantee:	O & A Development, LLC, a California Limited Liability Company
Dated:	May 1, 2019
Recording Date:	May 1, 2019
Recording No.:	2019-0139131, Official Records

The Company requires that an affidavit (attached) be completed and executed by the above grantor and that said affidavit be acknowledged before a notary who is an employee of the title or escrow Company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the above grantors in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said Land, but which if any do exist, may affect the title or impose liens or encumbrances thereon.

### THE FOLLOWING ITEMS AFFECT PARCEL 3:

#### (continued)

**20.** The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:	The Redevelopment Agency of the City of san Bernardino
Recording Date:	June 25, 1990
Recording No.:	90-248425, Official Records

and Recording Date:	February 13, 2007
and Recording No.:	2007-0095340, Official Records

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

Granted to:	City of San Bernardino
Purpose:	Pipelines
Recording Date:	June 10, 2004
Recording No.:	2004-01413373, Official Records
Affects:	As described therein

#### THE FOLLOWING ITEMS AFFECT PARCEL 4:

22. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:	The Redevelopment Agency of the City of San Bernardino
Recording Date:	June 25, 1990
<u>Recording No.:</u>	90-248425, Official Records
and Recording Date:	February 13, 2007

and Recording Date.	repluary 13, 2007
and <u>Recording No.:</u>	2007-0095340, Official Records

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

Granted to:	City of San Bernardino	
Purpose:	Pipelines	
Recording Date:	June 10, 2004	
Recording No.:	2004-0413373, Official Records	
Affects:	As described therein	

#### THE FOLLOWING ITEMS AFFECT PARCEL 5:

24. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Recording Date:	City of San Bernardino Redevelopment Agency June 25, 1990
Recording No.:	90-248425, Official Records
and Recording Date: and Recording No.:	February 13, 2007 2007-0095340, Official Records

#### (continued)

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

Granted to:	City of San Bernardino	
Purpose:	Pipelines	
Recording Date:	June 10, 2004	
Recording No.:	2004-0413373, Official Records	
Affects:	As described therein	

#### THE FOLLOWING ITEMS AFFECT ALL PARCELS:

**26.** Please be advised that our search <u>did not disclose any open Deeds of Trust of record</u>. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately.

In order to close this pending transaction, we will need the following information:

- 1. Completion of the attached Owner's Declaration
- 2. Completed Escrow Owner Information Sheet
- 3. A statement from escrow providing the complete name of the account that proceeds are going to.

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

**27.** 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.

#### (continued)

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

Limited Liability Company: O & A Development, LLC, a California Limited Liability Company

- 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 amendment 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.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form
- **29.** In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties, Nicolas Ciontea, FC Services Inc.

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

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

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

Grantor:Minh Thu Nghiem, An Unmarried Woman, as to an undivided 50% interest; HelenNguyen, An Unmarried Woman, as to an undivided 25% interest and Anhnguyet T. Nguyen, An UnmarriedWoman as to an undivided 25% interest, all as tenants in commonGrantee:O & A Development, LLC, a California Limited Liability CompanyRecording Date:April 9, 2019

Recording No.: 2019-0108692, Official Records

Affects: Parcel 1

Grantor:Nicolas Ciontea, a single man as to an undivided 47% interest ad FC Services, Inc., aNevada Corporation, who acquired title as FC Services, Inc. as to an undivided 53% interestGrantee:FC Services, Inc., a Nevada CorporationRecording Date:May 1, 2019Recording No.:2019-0139130, Official Records

Affects: Parcel 2

Grantor:	FC Services, Inc., a Nevada Corporation	
Grantee:	O & A Development, LLC, a California Limited Liability Company	
Recording Date:	May 1, 2019	
Recording No.:	2019-0139131, Official Records	

Affects: Parcel 2

- **Note 3.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- **Note 4.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- **Note 5.** Note: When this title order closes and if the Company if handling the loan proceeds through a sub-escrow, all title charges and expenses normally billed will be deducted from those loan proceeds. Title charges and expenses would include Title Premiums, any Tax or Bond advances, Documentary Transfer Tax, Recording Fees, etc.
- **Note 6.** Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.

#### NOTES

#### (continued)

**Note 7.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land described below, known as:

Vacant Land- APN: 0139-261-21, as to Parcel 1

Commercial Property - 883 North Harris Street, in the City of San Bernardino, County of San Bernardino, State of California, as to Parcel 2

Commercial Property - 855 Harris Street, in the City of San Bernardino, County of San Bernardino, State of California, as to Parcel 3

Vacant Land- APN: 0139-262-21, as to Parcel 4

Vacant Land- APN: 0139-262-22, as to Parcel 5, to an Extended Coverage Loan Policy

- **Note 8.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- **Note 9.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct 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 10.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- **Note 11.** Note: 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 12.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

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

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

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

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

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

#### **Collection of Browsing Information**

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

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

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

#### **Other Online Specifics**

<u>Cookies</u>. 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.

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

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

<u>Links to Other Sites</u>. 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 three main purposes:

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

#### 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 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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.

<u>For California Residents</u>: 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 (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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; Use of Comments or Feedback

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. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

#### Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, 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

#### **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:

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

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

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

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

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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

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

#### **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. zonina:

- 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:

8.

- 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.
  - 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### **EXCEPTIONS FROM COVERAGE**

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

#### [PART I

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

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

#### PART II

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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

2.

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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

# ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

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

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

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

# 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 of California FNTCCA - Fidelity National Title Company of California FNTIC - Fidelity National Title Insurance Company TICOR - Ticor Title Company of California LTC - Lawyer's Title Company SLTC - ServiceLink Title Company

#### Underwritten by FNF Underwriters

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

#### **Available Discounts**

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

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

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

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

Order No.: 112107233JM Property: 955 West 9th Street San Bernardino, CA 92411

This declaration is in connection with the deed recorded May 1, 2019 as Instrument No. 2019-0139130, Official Records executed by the undersigned, a copy of which is attached for reference.

The undersigned declares as follows:

- 1. That the undersigned did execute and deliver the subject deed to the Grantee or authorized representative.
- 2. That the undersigned, in the execution and delivery of the subject deed, acted voluntarily and did not act under coercion or duress.
- 3. That the undersigned no longer has any interest in the property described in the subject deed.
- 4. That the obligations of FC Services, Inc., a Nevada Corporation, the Grantee, to the undersigned in connection with the transfer of the property described in the subject deed have been fully paid and/or satisfied.

This declaration is made for the protection of the parties involved in the transfer of title and their successors.

This declaration is also for the protection of Chicago Title Company who must rely on this document as a legal and proper transfer in connection with the issuance of policies of title insurance.

The undersigned will testify as to the truth of facts set forth hereinabove in the event an action is instituted disputing these facts.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature

Print Name

Signature

Print Name

(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Order No.: 112107233JM Property: 955 West 9th Street San Bernardino, CA 92411

This declaration is in connection with the deed recorded May 1, 2019 as Instrument No. 2019-0139131, Official Records executed by the undersigned, a copy of which is attached for reference.

The undersigned declares as follows:

- 1. That the undersigned did execute and deliver the subject deed to the Grantee or authorized representative.
- 2. That the undersigned, in the execution and delivery of the subject deed, acted voluntarily and did not act under coercion or duress.
- 3. That the undersigned no longer has any interest in the property described in the subject deed.
- 4. That the obligations of O & A Development, LLC, a California Limited Liability Company, the Grantee, to the undersigned in connection with the transfer of the property described in the subject deed have been fully paid and/or satisfied.

This declaration is made for the protection of the parties involved in the transfer of title and their successors.

This declaration is also for the protection of Chicago Title Company who must rely on this document as a legal and proper transfer in connection with the issuance of policies of title insurance.

The undersigned will testify as to the truth of facts set forth hereinabove in the event an action is instituted disputing these facts.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature

Print Name

Signature

**Print Name** 

(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

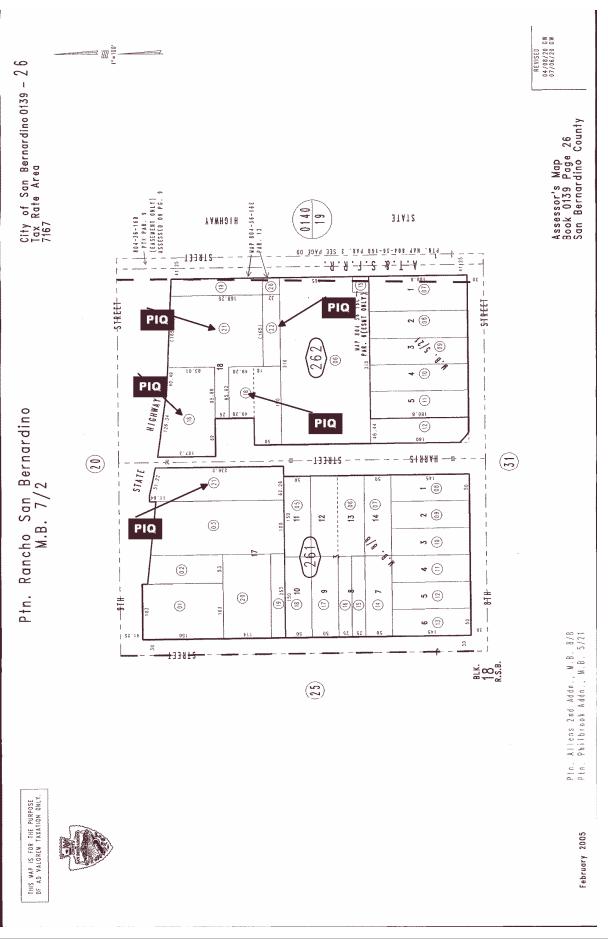
State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



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

**Order No.:** 112107233

For APN/Parcel ID(s): 0139-261-21, 0139-262-16, 0139-262-18, 0139-262-21 and 0139-262-22

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

PARCEL 1: (APN 0139-261-21)

THAT PORTION OF LOT 17, BLOCK 18 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN PORTION OF SAID LOT 17 AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 28, 1957, IN BOOK 4191, PAGE 7, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND SOUTH 89° 40' 52" WEST, 62.28 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND NORTH 0° 25' 00" WEST, 245.82 FEET; THENCE SOUTH 87° 34' 31" EAST, 11.89 FEET; THENCE SOUTH 80° 08' 35" EAST, 51.22 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND, DISTANT ALONG SAID EASTERLY LINE NORTH 0° 25' 00" WEST, 236.20 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 25' 00" EAST, 236.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (APN 0139-262-16)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 70 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 18, SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP; DISTANT ALONG SAID EAST LINE SOUTH 0° 30' 18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18; THENCE NORTH 87° 32' 12" WEST 165.43 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21. 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY AND TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87° 32' 12" WEST 40.49 FEET; THENCE NORTH 80° 08' 35" WEST 126.34 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO "THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE SOUTH 0° 25' 00" EAST 107.30 FEET; THENCE NORTH 89° 40' 52" EAST 69.00 FEET TO THE EAST LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE CONTINUING NORTH 89° 40' 52" EAST 95.88 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE NORTH 0° 30' 18" WEST 83.01 FEET TO THE TRUE POINT OF BEGINNING.

(continued)

PURSUANT TO LOT LINE ADJUSTMENT NO. 06-15, RECORDED OCTOBER 14, 2007 AS INSTRUMENT NO. 2007-0564793 OF OFFICIAL RECORDS.

PARCEL 3: (APN 0139-261-18)

THAT PORTION OF LOT 18 BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 165 FEET SOUTH 89 °40' 52" WEST AND 264 FEET SOUTH 0° 30' 18" EAST OF THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89° 40' 52" WEST 150 FEET; THENCE NORTH 0° 25' 00" WEST ALONG HARRIS STREET 50 FEET (40 FEET PER RECORD DEED) TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 89° 40' 52" EAST 150 FEET ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442 AND ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429; THENCE SOUTH 0° 30' 18" EAST 50 FEET (40 FEET PER RECORD DEED) TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 18, SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP, DISTANT ALONG SAID EAST LINE SOUTH 0° 30' 18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18; THENCE NORTH 87° 32' 12" WEST 205.92 FEET: THENCE NORTH 80° 08' 35" WEST 126.34 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY: THENCE ALONG SAID WEST LINE SOUTH 0° 25' 00" EAST 107.30 FEET: THENCE NORTH 89° 40' 52" EAST 69.00 FEET TO THE EAST LINE OF SAID STATE OF CALIFORNIA PARCEL OF LAND: THENCE ALONG LAST SAID EAST LINE SOUTH 0° 25' 00" EAST 26.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 40' 52" EAST 95.92 FEET EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 49.28 FEET TO THE SOUTHEAST CORNER OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA SOUTH 89° 40' 52" WEST 96.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF LAST SAID STATE OF CALIFORNIA PARCEL OF LAND NORTH 0° 25' 00" WEST 49.28 FEET TO THE TRUE POINT OF BEGINNING.

(continued)

EXCEPTING THEREFROM THE INTEREST IN AND TO THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED AUGUST 21, 1956 IN <u>BOOK 4017, PAGE 61,</u> <u>OFFICIAL RECORDS</u>.

SAID LEGAL PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. LLA-06-15 RECORDED OCTOBER 4, 2007 AS <u>INSTRUMENT NO. 2007-0564793 OF OFFICIAL RECORDS</u>

PARCEL 4: (APN 0139-262-21)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID LOT 18, SAID EAST LINE BEING ALSO THE WEST LINE OF "I" STREET AS SHOWN ON SAID MAP, DISTANT ALONG SAID EAST LINE SOUTH 0°30'18" EAST 63.74 FEET FROM THE NORTHEAST CORNER OF SAID LOT 18:

THENCE NORTH 87° 32' 12" WEST 165.43 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN <u>BOOK 4418, PAGE 429, OFFICIAL RECORDS</u> OF SAID COUNTY AND TO THE TRUE POINT OF BEGINNING;

THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 83.01 FEET; THENCE SOUTH 89° 40' 52" WEST 95.88 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 1, 1956 IN BOOK 4051, PAGE 442, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG LAST SAID EAST LINE SOUTH 0° 25' 00" EAST 26.00 FEET; THENCE NORTH 89° 40' 52" EAST 95.92 FEET EAST LINE OF THAT CERTAIN PARCEL OF LAND VESTED IN THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED JANUARY 21, 1958 IN BOOK 4418, PAGE 429, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG LAST SAID EAST LINE SOUTH 0° 30' 18" EAST 49.28 FEET TO THE SOUTHEAST CORNER OF SAID STATE OF CALIFORNIA PARCEL OF LAND; THENCE PARALLEL TO SAID EAST LINE OF SAID LOT 18 AND DISTANT 165 FEET THEREFROM SOUTH 0° 30' 18" EAST 18 FEET;

THENCE PARALLEL TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 20, 1956 IN <u>BOOK 4015, PAGE</u> <u>586, OFFICIAL RECORDS</u> OF SAID COUNTY NORTH 89° 40' 52" EAST 165.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE ALONG SAID EAST LINE OF LOT 18 NORTH 0° 30' 18" WEST 168.26 FEET TO THE POINT OF BEGINNING.

SAID LEGAL PURSUANT TO PARCEL NO. B OF THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. LLA-06-15 RECORDED OCTOBER 4, 2007 AS <u>INSTRUMENT NO. 2007-0564793</u>, OF OFFICIAL <u>RECORDS</u>.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 15, 2019 AS INSTRUMENT NO. 2019-0423366, OF OFFICIAL RECORDS.

(continued)

PARCEL 5: (APN 0139-262-22)

THAT PORTION OF LOT 18, BLOCK 18, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 7 PAGE 2 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT; 232 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST 165 FEET; THENCE SOUTH 32 FEET; THENCE EAST 165 FEET; THENCE NORTH 32 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED NOVEMBER 15, 2019 AS INSTRUMENT NO. 2019-0423366, OF OFFICIAL RECORDS.