



Fidelity National Title Company

600 Bicentennial Way, Suite 300, Santa Rosa, CA 95403
707 544-1771 • FAX 707 581-1920

North Coast Lodging Investment Company, LLC
c/o Realize CPA
50 California Blvd #3550
San Francisco, CA 94111
Attn: Michelle Dunn

Date: September 26, 2022

Hello, enclosed please find the following:

-Information requested in regards to 60 Seawalk Drive, The Sea Ranch

Please let us know if we can assist you with anything further

Sincerely,

Jaliffa Williams
Customer Service | Marketing Research
Sonoma | Napa | Mendocino | Lake Counties
Fidelity National Title Company
600 Bicentennial Way #300, Santa Rosa, Ca 95403
Phone: 707-544-1771 Direct: 707-524-9513 Fax: 707-581-1920
Email: cswinecountry@fnf.com

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Policy Number:

FSNX-TO1801936S

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 Section 18 of the Conditions.

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 Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) 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 failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) 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 Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Company
11050 Olson Drive, Suite 200
Rancho Cordova, CA 95670

Countersigned By:



Authorized Officer or Agent



Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

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ALTA Owner's Policy (06/17/2006)



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.

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ALTA Owner's Policy (06/17/2006)



SCHEDULE A

Name and Address of Title Insurance Company: Jeff Martin
Fidelity National Title Company
11050 Olson Drive, Suite 200
Rancho Cordova, CA 95670

Address Reference: 60 Sea Walk Drive, The Sea Ranch, CA 95497

Date of Policy	Amount of Insurance	Premium
February 25, 2019 at 03:04 PM	\$3,000,000.00	\$5,866.00

1. Name of Insured:

North Coast Lodging Investment Company LLC, a California limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A Fee as to Parcel(s) One

Easement(s) more fully described below as to Parcel(s) Two

3. Title is vested in:

North Coast Lodging Investment Company LLC, a California limited liability company

4. The Land referred to in this policy 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

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 122-200-009-000

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

PARCEL ONE:

Being a portion of those lands conveyed to Oceanic California, Inc. by Grant dated December 31, 1972 and recorded January 2, 1973, in book 2724 of Official Records, Page 188, Sonoma County Records, more particularly described as follows:

Beginning at the intersection of the Westerly line of State Highway No. 1 and the Southerly line of Moonraker Road, as shown on the filed map of the Sea Ranch No. 1, filed May 10, 1965, in Book 104 of Maps, Page 5, Sonoma County Records; thence in a Westerly and Westerly direction and along the Southerly line of said Moonraker Road to the intersection with the Southeasterly line of Black Point Reach Road; thence along the Southeasterly line of said Black point Reach Road in a Southwesterly direction to the intersection with the Easterly line of Lot 14, as numbered and designated upon the said Map of The Sea Ranch No. 1; thence Southerly, along the Easterly line of said Lot 14 to the Southeast corner of said Lot 14; thence in a Westerly direction and along the Southerly line of Lots 14, 13, 12 and 11 and the extension of the Southerly line of Lot 11, as shown on the said Map of the Sea Ranch No. 1 to the mean, mean high tide line of the Pacific Ocean; thence in a general Southerly direction along the mean, mean high tide line of the Pacific Ocean to the intersection with the Northerly line of the Subdivision of the Sea Ranch No. 2, filed November 12, 1965, in Book 105 of Maps, Pages 25, 26 and 27, Sonoma County Records; thence in a general Easterly direction and along the Northerly line of said Subdivision of the Sea Ranch No. 2, to the Northerly line of Sea Walk Drive, as shown on said Map of the Sea Ranch No. 2; thence Easterly and Southerly along the Northerly and Easterly lines of Sea Walk Drive to its intersection with the Westerly line of said State Highway No. 1; thence in a general Northerly direction and along the Westerly line of said State Highway No. 1 to the true point of beginning.

PARCEL TWO:

A non-exclusive easement for ingress and egress as reserved in the Deed to the Sea Ranch Association, dated November 12, 1965 and recorded November 12, 1965, in Book 2169 of Official Records, Page 1, Sonoma County Records.

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SCHEDULE B EXCEPTIONS FROM COVERAGE

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

1. a) Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.

b) Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

CORRECTED TAX BILL

Code Area:	100005
Tax Identification No.:	122-200-009-000
Fiscal Year:	2018-2019
1st Installment:	\$52,477.71 Paid
2nd Installment:	\$1,515.60 Due - not delinquent until 4/10/19
Land:	\$4,121,243.00
Improvements:	\$5,298,741.00
Personal Property:	\$150,480.00

2. Intentionally Deleted
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 on or after the Date of Policy.

None now due and payable as of the date of the Policy.
4. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
5. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Pacific Ocean.
6. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
7. Intentionally deleted
8. Water rights, claims or title to water, whether or not disclosed by the public records.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

Granted to: Sunset Telephone and Telegraph Company
Purpose: Right of way
Recorded: November 11, 1904, Book 213 of Deeds, Page 639, of Official Records

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

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

Granted to: Pacific Gas and Electric Company
Purpose: A line of poles
Recorded: May 27, 1953, Instrument No. D-96016, Book 1210, Page 25, of Official Records

The exact location and extent of said easement is not disclosed of record.

Reference is hereby made to said document for full particulars.

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

Granted to: Pacific Telephone and Telegraph Company, a Corporation
Purpose: Underground cables
Recorded: September 24, 1964, Instrument No. J-10259, Book 2076, Page 28, of Official Records

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, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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: May 10, 1965
Recording No.: J-43065, Book 2127, Page 238, of Official Records

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

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

Payable to: The Sea Ranch Association

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recorded: July 15, 1966, Instrument No. K-5423, Book 2220, Page 678, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 23, 1967, Instrument No. K-38189, Book 2269, Page 943, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 14, 1968, Instrument No. K-88543, Book 2346, Page 527, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 11, 1969, Instrument No. L-30721, Book 2411, Page 381, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 10, 1969, Instrument No. L-34082, Book 2416, Page 418,
of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: October 14, 1969, Instrument No. L-38224, Book 2422, Page 567, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 4, 1970, Instrument No. L-54497, Book 2448, Page 275, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 18, 1973, Instrument No. L-63347, Book 2461, Page 472, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 3, 1970, Instrument No. L-73022, Book 2476, Page 155, of Official Records

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recorded: October 7, 1970, Instrument No. L-81485, Book 2488, Page 911, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: July 29, 1971, Instrument No. M-22938, Book 2553, Page 24, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 2, 1971, Instrument No. M-28948, Book 2562, Page 348, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 16, 1971, Instrument No. M-31086, Book 2565, Page 510, of Official Records

By instrument recorded January 2, 1973, Instrument No. N-11650, Book 2724, Page 199, Sonoma County Records, the Declarant's right under the above restrictions were assigned to Oceanic California, Inc., a California corporation

Modification(s) of said covenants, conditions and restrictions

Recorded: October 15, 1974, Instrument No. P-25023, Book 2905, Page 387, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 28, 1980, Instrument No. 80-18450, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 18, 1981, Instrument No. 81-66808, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 13, 1982, Instrument No. 82-49415, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: April 6, 1983, Instrument No. 83-20647, of Official Records

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recorded: November 15, 1983, Instrument No. 83-77006, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 2, 1984, Instrument No. 84-28977, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 19, 1984, Instrument No. 84-77180, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: July 15, 1985, Instrument No. 85-45113, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 10, 1985, Instrument No. 85-59907, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: July 23, 1986, Instrument No. 86-54853, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 17, 1988, Instrument No. 88-67944, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 22, 1988, Instrument No. 88-69270, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 26, 1988, Instrument No. 88-81346, of Official Records

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recorded: April 25, 1991, Instrument No. 1991-0036798, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: February 1, 1994, Instrument No. 1994-0014592, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: July 19, 1994, Instrument No. 1994-0087620, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 18, 1997, Instrument No. 1997- 0021843, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 29, 1997, Instrument No. 1997-0044942, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: June 12, 1998, Instrument No. 1998-0065493, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: June 29, 1998, Instrument No. 1998-0072505, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: February 5, 1999, Instrument No. 1999-0016285, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 6, 2000, Instrument No. 2000-020979, of Official Records

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recorded: January 29, 2002, Instrument No. 2002-14116, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: April 16, 2002, Instrument No. 2002-56560, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: April 16, 2002, Instrument No. 2002-56561, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 16, 2003, Instrument No. 2003-194846, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 18, 2004, Instrument No. 2004-174691, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 27, 2005, Instrument No. 2005-074102, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: September 22, 2005, Instrument No. 2005-141149, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: December 21, 2006, Instrument No. 2006-158095, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 19, 2007, Instrument No. 2007-030899, of Official Records

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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: November 29, 1988
Recording No: 88-102186, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 10, 2011
Recording No: 2011-041219, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 28, 2011
Recording No: 2011-063198, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: November 26, 2013
Recording No: 2013-112658, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 16, 2014
Recording No: 2014-033361, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 16, 2014
Recording No: 2014-065015, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 08, 2015
Recording No: 2015-079246, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 10, 2015
Recording No: 2015-105272, of Official Records

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 13, 2016
Recording No.: 2016-032314, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 11, 2016
Recording No.: 2016-094074, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 13, 2016
Recording No.: 2016-114815, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 7, 2017
Recording No.: 2017-010038, of Official Records

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

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Underground electric distribution system
Recorded: May 19, 1966, Instrument No. J-95663, Book 2205, Page 921, of Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: Dr Robert Mills, et al
Purpose: light air and view
Recording Date: May 12, 1967
Recording No: Book 2268, Page 260, Instrument No. K37055, Official Records
Affects: A portion of premises

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

Granted to: Redwood Empire Telephone Company, a California corporation
Purpose: Telephone trunk cable
Recorded: October 2, 1972, Instrument No. M-95795, Book 2668, Page 297, of Official Records

Reference is hereby made to said document for full particulars.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

Granted to: State of California
Purpose: Public Access
Recorded: July 24, 1981, Instrument No. 81-042273, of Official Records

Reference is hereby made to said document for full particulars.

17. Matters contained in that certain document entitled "Covenant and Agreement" dated None Shown, executed by and between The Sea Ranch Association, a Non-Profit California corporation, and State of California acting by and through the State Coastal Conservancy recorded July 24, 1981, Instrument No. 81-042274, of Official Records, which document, among other things, contains or provides for: public use and access rights.

Reference is hereby made to said document for full particulars.

18. Matters contained in that certain document entitled "Covenant and Agreement" dated None Shown, executed by and between Oceanic California, Inc., a California corporation and State of California by and through the State Coastal Conservancy recorded July 24, 1981, Instrument No. 81-042275, of Official Records, which document, among other things, contains or provides for: public use and access rights.

Reference is hereby made to said document for full particulars.

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

Granted to: County of Sonoma
Purpose: Public Access
Recorded: January 7, 1983, Instrument No. 83-001092, of Official Records
Affects: A portion of said land

Reference is hereby made to said document for full particulars.

20. Matters contained in that certain document entitled "Certificate of Compliance" dated None Shown, recorded April 11, 1985, Instrument No. 85-022184, of Official Records.

Reference is hereby made to said document for full particulars.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

Granted to: The Sea Ranch Water Company, a California corporation
Purpose: Underground water distribution system
Recorded: November 29, 1988, Instrument No. 88-102184, of Official Records

Reference is hereby made to said document for full particulars.

22. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: April 25, 1991, Instrument No. 1991 0036798, of Official Records

23. Notes, legends and/or matters as disclosed by that certain Record of Surveys, filed December 10, 1987, Book 409 of Maps, Page 6 and 7, of Official Records

24. Any facts, rights, interests, or claims which may exist or arise by reason of the following facts disclosed by survey, Job No. 18-7712, dated December 24, 2018, prepared by Dimensions 4 Engineering, Inc.

1. Any easement or lesser rights over the trails and dirt roads leading onto and off said land as shown in various locations on the survey.

2. PG&E Vault at Northerly portion near Black Point Reach without a recorded easement

3. The fact the the Survey does not disclose the westerly boundary line of the property

4. The fact that the Survey discloses wet lands on a portion of the premises

5. PG&E Vault at Northerly portion near Black Point Reach without a recorded easement

6. The fact that a fence does not correspond with the easterly boundary line.

25. Intentionally Deleted

26. Intentionally Deleted

27. Intentionally Deleted

28. Any rights of the following tenant, as a tenant only, with no options to purchase or rights of first refusal.

a) **Spindrift Gallery**

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**
(continued)

29. Intentionally Deleted

END OF SCHEDULE B

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ALTA Owner's Policy (06/17/2006)



CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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 INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have 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 together with 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against 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; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be 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.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall 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 Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

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

END OF CONDITIONS

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ALTA Owner's Policy (06/17/2006)



ENDORSEMENT - ALTA 18-06**SINGLE TAX PARCEL**

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read "G. Hall", written over a horizontal line.

Authorized Officer or Agent

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ALTA 18-06-Single Tax Parcel
CLTA 129-06(06/17/2006)
(06/17/2006)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

ENDORSEMENT - ALTA 22-06**LOCATION**

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$0.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of a commercial structure, known as 60 Sea Walk Drive, The Sea Ranch, CA 95497, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read "G. Hall", written over a horizontal line.

Authorized Officer or Agent

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ALTA 22-06-Location
CLTA 116.01-06(06/17/2006)
(06/17/2006)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$489.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read "Shall", written over a horizontal line.

Authorized Officer or Agent

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ALTA 26-06-Subdivision
CLTA 116.8-06(10/16/2008)
(10/16/2008)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

ENDORSEMENT - ALTA 9.2-06

COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND

Issued By:



Fidelity National Title
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$489.00

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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ALTA 9.2-06-Cov, Cond and Restr-Owners-Imprvd
CLTA 100.10-06

(04/02/2012)
(04/02/2012)



Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:



Authorized Officer or Agent

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ALTA 9.2-06-Cov, Cond and Restr-Owners-Imprvd
CLTA 100.10-06

(04/02/2012)
(04/02/2012)



Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$25.00

The Company insures against loss or damage sustained by reason of any existing violations on the Land of the covenants, conditions and restrictions referred to in paragraph 12 and 22 of Schedule B.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read "G. Hall", written over a horizontal line.

Authorized Officer or Agent

ENDORSEMENT - ALTA 25-06**SAME AS SURVEY**

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$0.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by DIMENSIONS 4 ENGINEERING & LAND SURVEYING INC. dated December 24, 2018, and designated Job No. 18-7712.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read 'Shall', written over a horizontal line.

Authorized Officer or Agent

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ALTA 25-06-Same as Survey
CLTA 116.1-06(10/16/2008)
(10/16/2008)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

ENDORSEMENT - CLTA 103.7-06**LAND ABUTS STREET**

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$25.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to abut a physically open street known as State Highway 1.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read 'Halle', written over a horizontal line.

Authorized Officer or Agent

ENDORSEMENT - ALTA 17.1-06**INDIRECT ACCESS AND ENTRY**

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$350.00

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Parcel Two in Schedule A (the "Easement") does not provide that portion of the Land identified as Parcel One in Schedule A both actual vehicular and pedestrian access to and from State Highway 1 (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

A handwritten signature in black ink, appearing to read 'G Hall', written over a horizontal line.

Authorized Officer or Agent

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ALTA 17.1-06-Indirect Access & Entry
CLTA 103.12-06(06/17/2006)
(06/17/2006)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S

ENDORSEMENT - ALTA 28.1-06

ENCROACHMENTS - BOUNDARIES AND EASEMENTS

Issued By:



Fidelity National Title
Insurance Company

Attached to Policy Number:

FSNX-TO1801936S

Charge: \$978.00

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exception(s) "None" of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Fidelity National Title Insurance Company

Dated: February 25, 2019

Countersigned By:

Authorized Officer or Agent

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ALTA 28.1-06-Enchrmnts-Boundaries & Easements
CLTA 103.14-06

(04/02/2012)
(04/02/2012)

Printed: 02.26.19 @ 07:28 AM

CA-FT-FSNX-01500.082151-SPS-27306-1-19-FSNX-TO1801936S



IMPORTANT: This plat is not a survey, it is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.

COUNTY ASSESSOR'S PARCEL MAP

Ptn of Geman Rancho
T10N R14W

SEA RANCH NO. 11B

REC. 08-06-1985 IN BK. 375, MAPS, PGS. 03-05

Parcel Map No. 2284

REC. 02-28-1972 IN BK. 167, MAPS, PGS. 36

Parcel Map No. 5436

REC. 09-30-1976 IN BK. 239, MAPS, PGS. 42-43

TAX RATE AREA
100-004
100-005

122-20

