

COMMUNITY DEVELOPMENT AGENCY

DEVELOPMENT SERVICES DIVISION

http://www.edcgov.us/DevServices/

PLACERVILLE OFFICE:

2850 Fairlane Court, Placerville, CA 95667

(530) 621-5315 / (530) 622-1708 Fax

bldgdept@edcgov.us PLANNING

(530) 621-5355 / (530) 642-0508 Fax

planning@edcgov.us

LAKE TAHOE OFFICE:

924 B Emerald Bay Rd. South Lake Tahoe, CA 96150

(530) 573-3330 (530) 542-9082 Fax

TO:

County of El Dorado Agricultural Commission

FROM:

Aaron D. Mount, Planning Services

DATE:

April 5, 2017

RE:

ADM17-0026/Wingate

Administrative Relief from Agricultural Setback

Assessor's Parcel Number: 093-090-05

Planning Request and Project Description:

Planning Services is requesting review of a request for administrative relief from the agricultural setback for the above referenced project. This request is for a single family residence. According to the applicant, the proposed building site is approximately 50 feet from the property line of the adjacent AG-40 zoned parcel to the North (APN: 093-090-15). The applicant's parcel, identified by APN 093-090-05, consists of three acres and is located on Happy Valley Rd. (Supervisor District 2).

Note: Applicant's request stated a relief request of a total of 150 feet (Required 200 foot setback minus the proposed 50 foot building setback from the property line).



EL DORADO COUNTY PLANNING SERVICES

2850 Fairlane Court, Placerville, CA 95667 (530) 621-5355 http://edcgov.us/Planning/

Administrative Permit, Relief or Waiver FILE # 10026
ASSESSOR'S PARCEL NO.(s) 093-090-05
PROJECT NAME/REQUEST: (Describe proposed use) Small Residenticel
Single Family home.
APPLICANT/AGENT Susanne Marie Demidate
Mailing Address 3220 Pandorado Rd, Camino, CA 9570 P.O. Box or Street City State & Zip
Phone (530) 409-5217 EMAIL: sierrabanqueta att. na
PROPERTY OWNER Timothy and Darlene Wingate
Mailing Address P.O. Box 46, North Bend Oregon 97456 P.O. Box or Street City State Szip
Phone () EMAIL:
LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE
ENGINEER/ARCHITECT en beulder
Mailing Address
Phone () EMAIL:
Phone ()
approx 2 miles SELECT ONE east of the intersection with My Autumn (E16) Romajor street or road
in the SELECT ONE 9 9 (O area. PROPERTY SIZE 3 a creage / square footage
X Signature of property owner or-authorized agent
FOR OFFICE USE ONLY
Date 3/29/17 Fee \$ 507 Receipt # 30290 Rec'd by MOUNT Census
Zoning MI-40 GPD NN-A Supervisor Dist 2 Sec 4/3/9/10 Twn 9N Rng 12R
ACTION BY: DIRECTOR ZONING ADMINISTRATOR
Hearing Date
Approved Denied Approved Denied Denied findings and/or conditions attached
PLANMING DEPARTMENT Plant PLANMING DEPARTMENT Plant PLANMING DEPARTMENT Plant Plan
Executive Secretary 60:IIWV OE WAN LIDZ (Application Revised 2/2016)

07-0516 5/10/17 Wingate Planning Request 2 of 31

ADM 17-0026

Planning Services

Home > Government > Planning

PARCEL DATA INFORMATION

3/30/2017

Enter Another Parcel

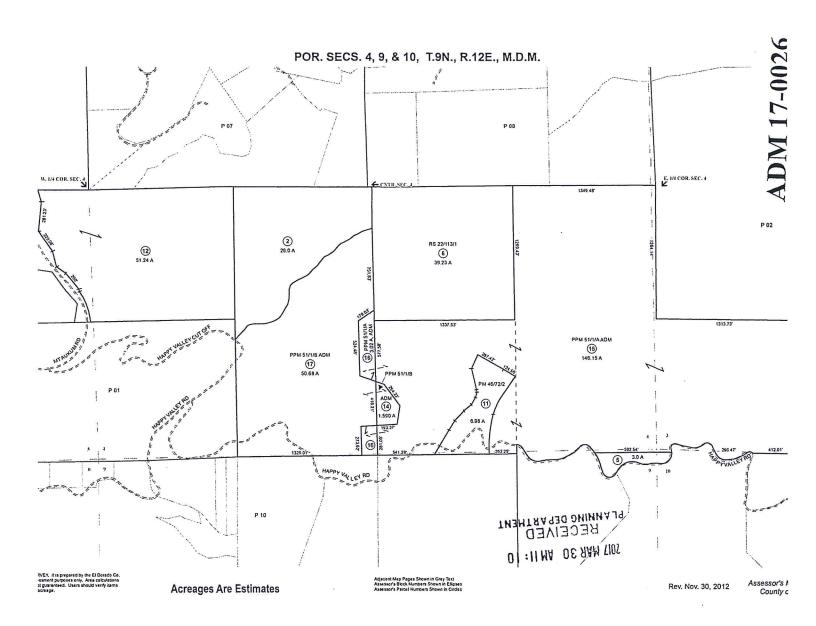
Assessor's Parcel Number: 093-090-05

STATUS		JURISDICT		TION	TAX RATE		MAP	ACREAGE
ON ASSESSMENT ROLL AND			COUNTY OF EL DORADO		93 - 5	SEC 9	& 10 9 12	3
SITUS ADDRESS(ES):								
ADDI	RESS NUMBER					SITUS ADDRE	SS	
ADDI	1			0				
015 GENERAL PLAN LAND USE INFORMA	TION:							
LAND USE AG ECOLOGICAL	IMPORTANT BIO		MINERAL	PLATTED	COMMUNITY	RURAL	SPECIFIC	ADOPTED PLAN
DES. DIST. PRESERVES	CORRIDO	DR	RESOURCES	LANDS	REGIONS	CENTERS	PLANS	NAME
NR A	1				L			1
015 ZONING INFORMATION:								
ZONING DESIGNATION	DESIG	N CONTROL		PLANNED	DEVELOPMENT	_	OTHER (OVERLAYS
RL-40								
004 GENERAL PLAN LAND USE INFORMA	ATION:							
LAND USE AG ECOLOGICAL DES. DIST. PRESERVES	IMPORTANT BIC		MINERAL RESOURCES	PLATTED LANDS	COMMUNITY REGIONS	RURAL CENTERS	SPECIFIC PLANS	ADOPTED PLAN NAME
NR A								
004 ZONING INFORMATION:								
The state of the s	DESIG	ON CONTRO		PLANNED	DEVELOPMENT		OTHER (OVERLAYS
ZONING INFORMATION: ZONING DESIGNATION RA-40	DESIG	ON CONTRO	-	PLANNED	DEVELOPMENT		OTHER (OVERLAYS
ZONING DESIGNATION RA-40	DESIG	ON CONTRO		PLANNEC	DEVELOPMENT		OTHER (OVERLAYS
ZONING DESIGNATION RA-40	DESIG	GN CONTRO		PLANNED	DEVELOPMENT		WATER	
ZONING DESIGNATION RA-40 DISTRICTS:		ONTRO			DEVELOPMENT			
ZONING DESIGNATION RA-40 DISTRICTS: FIRE PIONEER FPD	CSD	ON CONTROL		SCHOOL	DEVELOPMENT		WATER	
ZONING DESIGNATION RA-40 DISTRICTS: FIRE PIONEER FPD FLOOD ZONE INFORMATION (See Note below	CSD :			SCHOOL ONEER UNION	D ZONE	FLOOD ZONE	WATER UNASSIGN	
ZONING DESIGNATION RA-40 DISTRICTS: FIRE PIONEER FPD	CSD :	PANEL F	PI	SCHOOL ONEER UNION		FLOOD ZONE	WATER UNASSIGN	ED
ZONING DESIGNATION RA-40 DISTRICTS: FIRE PIONEER FPD FLOOD ZONE INFORMATION (See Note below FIRM PANEL NUMBER & REVIS 06017C0800E	CSD :	PANEL F	PI REVISION DATE	SCHOOL ONEER UNION	D ZONE	FLOOD ZONE	WATER UNASSIGN	ED
RA-40 DISTRICTS: FIRE PIONEER FPD FLOOD ZONE INFORMATION (See Note below) FIRM PANEL NUMBER & REVIS	CSD CSD	PANEL F	PI REVISION DATE 9/26/2008	SCHOOL ONEER UNION	D ZONE X	FLOOD ZONE	WATER UNASSIGN	ED FLOODWAY

No Eligibility Review Required

NOTE: The flood zone information presented here is based solely on data derived from the FEMA Flood Information Rate Maps, and does not include data from any other flood studies.

2017 MAR 30 AM 11: 10
RECEIVED
PLANNING DEPARTHENT





DEPARTMENT OF AGRICULTURE WEIGHTS AND MEASURES

Charlene Carveth

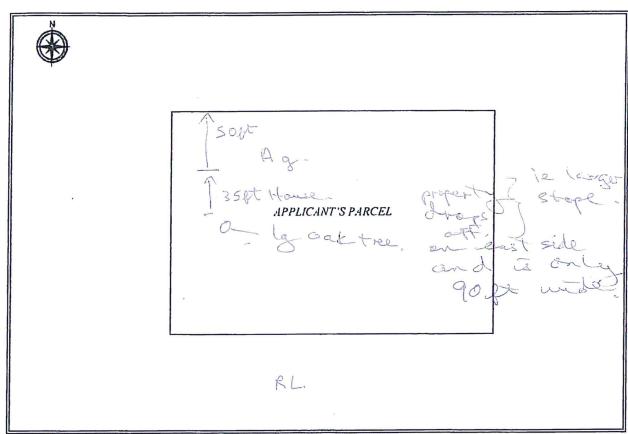
Agricultural Commissioner Sealer of Weights and Measures 311 Fair Lane Placerville, CA 95667 (530) 621-5520 (530) 626-4756 FAX eldcag@edcgov.us

REQUEST FOR ADMINISTRATIVE RELIEF FROM AN AGRICULTURAL SETBACK – APPLICATION

APPLICANT(S) NAME(S): SUSANNE Marie Demidst
STE ADDRESS:
MAILING ADDRESS: 3220 Pondorado Rd, Camino, CA 9570
TELEPHONE NUMBER(S): (DAY) 530-409-5217 (EVE) Same.
APN#: 093-090-05 PARCEL SIZE: 3 acres, ZONING: Descriptional
LOCATED WITHIN AN AG DISTRICT? YES NO ADJACENT PARCEL ZONING: reside fine
IF THE ADJACENT PARCEL IS ZONED TPZ OR NATURAL RESOURCES, IS YOUR PROPERTY LOCATED WITHIN A COMMUNITY REGION OR RURAL CENTER? YES NO NOT APPLICABLE
REQUIRED AG SETBACK: foot SETBACK YOU ARE REQUESTING: foot
REQUESTED USE (AGRICULTURALLY-INCOMPATIBLE):
Single Family home.
DO YOU HAVE A BUILDING PERMIT FOR REQUESTED USE? YES (Permit #) NO
PLEASE ANSWER THE FOLLOWING:
1. YES NO Does a natural barrier exist that reduces the need for a setback? (Topography Other we are an the down Side
2. YES NO Is there any other suitable building site that exists on the parcel except within the required setback?
3. XES NO Is your proposed agriculturally-incompatible use located on the property to minimize any potential negative impact on the adjacent agricultural land?
4. List any site characteristics of your parcel and the adjacent agricultural land that the Agricultural Commission should consider (including, but not limited to, topography, vegetation, and location of agricultural improvements, etc.).
and private as posseble and tuck it into surrounding vegetation:
into surrounding vegetation:

In the diagram below, show the following:

- A. Zoning of your parcel
- B. Zoning of adjacent parcels
- C. Placement of agriculturally-incompatible use
- D. Indicate requested setback distance
- E. Indicate any unique site characteristics of property



ANY ADDITIONAL COMMENTS?	
flease see pl description of more détails	of plan and project for
Denidett	3-28-2017
APPLICANT'S SIGNATURE	DATE
OFFICE USE ONLY:	Receipt #: Initials:

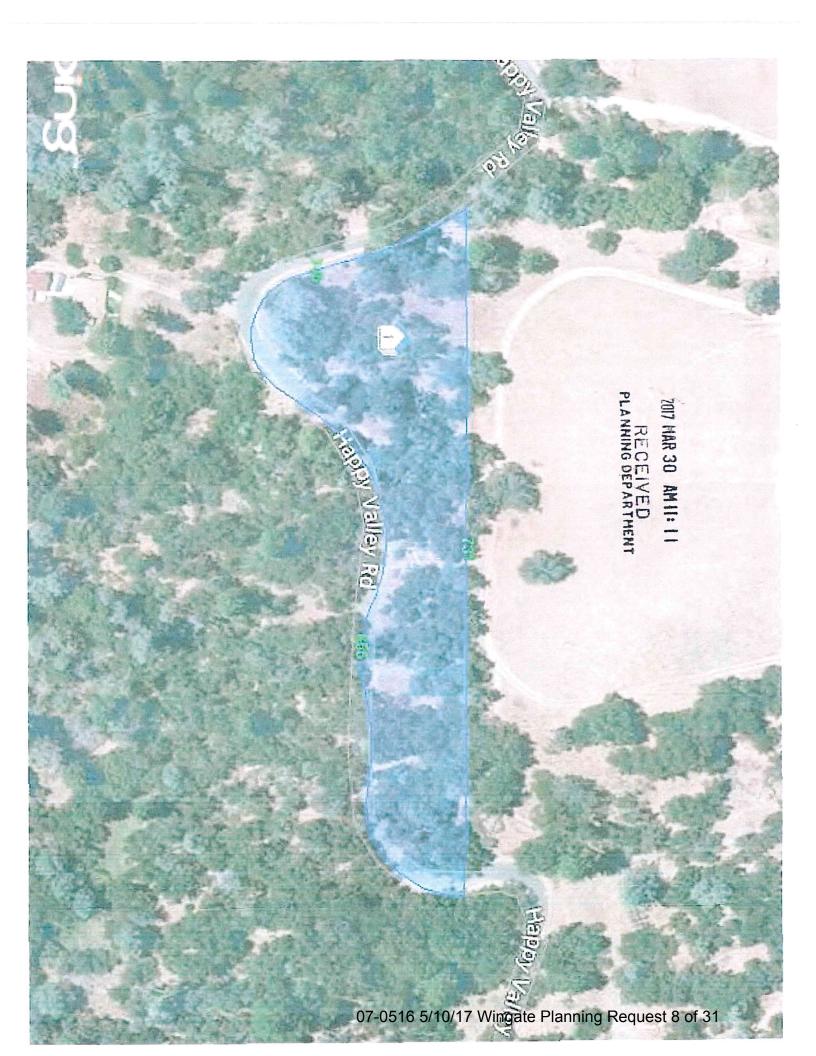
March 27, 2017
El dorado County
Planning and Agriculture Depts
311 and 2850 Fair Lane
Placerville, Ca 95667

Letter of Agency

We, Timothy Wingate and Oarlene Wingate owners of APN 093-090-05 do hereby authorize Susanne Demidoff to act as our agent for the purpose of applying for and obtaining a variance or administrative relief for the current setback requirements on our 3-acre parcel located on Happy Valley Road in Somerset, Ca. 95644

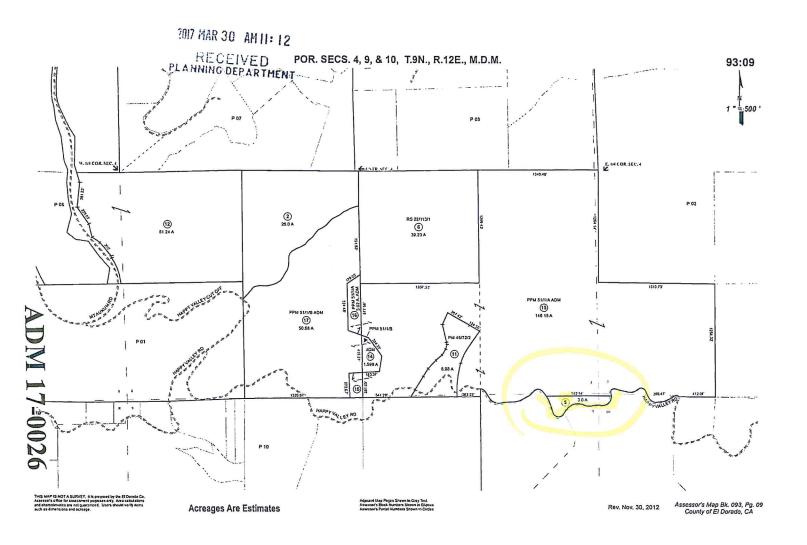
Timothy Wingate	inothy k Wingste	_Date	3-28-2017
Oarlene Wingate	Oorlene Moo Jun Wignote	Date	3-28-2017

PLE CEIVED RATHENT RECEIVED



Legend

Cameron Park Write a description for your map. Untitled Map



ADMINISTRATIVE PERMIT, RELIEF OR WAIVER

DATE: March 28th, 2017

2017 MAR 30 AM 11: 20

RECEIVED
PLANNING DEPARTMENT

PROJECT: Sue Demidoff, Happy Valley Road, Somerset, CA

APN:093-090-05

This is a 3 acre parcel. However, due to its odd shape and being located on the North side of Happy Valley Road adjacent to 140 acres of Ag. Property we need to apply for this relief of a 200ft setback as this Makes this property unusable.

PROPOSED PROJECT:

As you can see from our plot map. We propose to build a small house of approx 2100 square feet. This will be a single family dwelling. In fact I am helping my employee build this house for the sole purpose of it being his primary residence. The fact this property has problems has enabled us to find a parcel that fits his criteria "in the country yet close to shopping etc but still within my price range". The only recorded easement is the Happy Valley Road. PGE have asked we not build 15ft either side of their power line. We have set the house back 25ft. The well drillers have located water in the NW corner of the property and Joe Norton (septic) has looked at the property and feels he can design a system that is 100 ft away from the well on the North East side of the property. Mark from Planning assures me both these activities can take place in the setback areas. To move the house closer to the road i.e. have a greater setback than 50 ft would mean we would have to cut down a very large oak tree which we would like to keep. A house 35ft wide just touches this trees drip line. The only fence on this property is the one separating us from the cow pasture behind. We feel we have the only location possible for this home due to slopes and trying to minimize dirt removal etc. We have also tried to take into consideration the only neighbor we have 6600 happy Valley Road, located opposite us on the South west corner - and thus have skewed our house slightly to the East on the property keeping in mind we have to be 30ft back from the Road. We certainly thank you for your time in reviewing our project. We look forward to hearing from you. Your favorable response will mean a young family will be able to have an affordable project – which is very difficult in our County.

Sincerely,

Sue Demidoff

Preliminary Report Top Sheet

♦ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals recently filed bankruptcy?
- Do any of the principals plan to use a power of attorney?
- Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress or incomplete construction?
 - o Any construction completed in the last year?
 - o Any construction completed in the last 4 months?
- Is there a mobile or manufactured home on the property?
- Are the sellers a non-resident alien or a foreign out of country seller?
- Is the property an investment property or not considered seller's principal residence?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

Placer Title Company

PLANNING DEPARTMENT
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OS : 11 MA OE RAM TIOS

Placer Title Company 175 Placerville Dr. Placerville, CA 95667 Phone: (530)626-3770 Fax: (530)626-3776

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Order No.:

P-201825

Reference:

Demidoff

Escrow Officer:

Lorie Bridenbaker

Email:

Ibridenbaker@placertitle.com

Email Loan Docs To:

201edocs@placertitle.com

Proposed Insured:

Proposed Loan Amount:

Proposed Underwriter:

Westcor Land Title Insurance Company

Property Address:

5 Happy Valley Road, Somerset, CA 95684

PRELIMINARY REPORT

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

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

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

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

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

Dated:

March 6, 2017 at 8:00AM

Title Officer:

Ramona Voyles

CLTA Preliminary Report (11-17-06)

Page 2 of 17

Order	No.:	P-20	1825
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The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Timothy K. Wingate and Oarlene Moo Jun Wingate, husband and wife, as joint tenants

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

CLTA Preliminary Report (11-17-06) Page 3 of 17

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 9 North, Range 12 East, M.D.B.&M., which lies North of the Happy Valley Road and adjacent to the Section comer of Sections 3, 4, 9 and 10, approximating 2 and 3/4 acres, together with that portion of the Northwest 1/4 of the Northwest1/4 of Section 10, lying North of the Happy Valley Road and adjacent to said section comer, approximating 1/4 acre. These two portions being one body of land of 3 acres, more or less and being a portion of those lands described in Deed given by the New Life Youth Camp, Inc. to John G. Cox and Ivy L. Cox, as recorded in Volume 561, page 233 of the Official Records of El Dorado County

APN: 093-090-05

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EXCEPTIONS

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

- TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2017-1. 2018, A LIEN NOT YET DUE OR PAYABLE.
- 2. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2016-2017:

1ST INSTALLMENT:

\$118.22 PAID

2ND INSTALLMENT:

\$118.22 PAID

PARCEL NUMBER:

093-090-05

CODE AREA:

093-005

LAND VALUE:

\$22,902.00

IMP. VALUE:

\$0.00

TOTAL VALUE:

\$22,902.00

EXEMPTION AMOUNT: \$0.00

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

- THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, 3. (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
- RIGHTS OF THE PUBLIC AND OF THE COUNTY, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN HAPPY VALLEY ROAD.
- 5. THE REQUIREMENT THAT PLACER TITLE COMPANY BE PROVIDED WITH A FREE AND CLEAR AFFIDAVIT-VERIFICATION OF UNENCUMBERED PROPERTY EXECUTED BY THE VESTEE(S) HEREIN.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN: NONE

*** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

THE ABOVE NUMBERED REPORT IS HEREBY MODIFIED AND/OR SUPPLEMENTED TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY:

PLACER TITLE COMPANY STATES THAT THE HEREIN DESCRIBED PROPERTY IS VACANT AND THAT THE PROPERTY ADDRESS IS:

CLTA Preliminary Report (11-17-06) Page 5 of 17

5 HAPPY VALLEY ROAD, SOMERSET, CA 95684

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

PLEASE BE ADVISED THAT IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA INSURANCE CODE, SECTION 12413.1, ANY FUNDS DEPOSITED FOR THE CLOSING MUST BE DEPOSITED INTO THE ESCROW DEPOSITORY AND CLEARED PRIOR TO DISBURSEMENT. FUNDS DEPOSITED BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSIT VIA CASHIER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: IF YOU INTEND TO REMIT MULTIPLE CASHIER'S CHECKS TO CLOSE YOUR ESCROW (WHICH MAY OR MAY NOT INCLUDE GIFT FUNDS OR THIRD PARTY FUNDS) IRS CASH REPORTING UNDER IRS CODE 8300 MAY BE REQUIRED. FOR THIS REASON, YOU MAY WISH TO CONSIDER WIRING FUNDS IN LIEU OF REMITTING CASHIER'S CHECKS.

*** DISCLOSURE OF DISCOUNTS ***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

- 1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
- 2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
- 3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

*** LENDER'S NOTE ***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

*** BUYER'S NOTE ***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

- 1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
- 2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
- 3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
- 4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
- Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

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CLTA PRELIMINARY REPORT FORM

Attachment One (Rev 06-05-14) CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

CLTA Preliminary Report (11-17-06) Page 8 of 17

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount 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.

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EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

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EXCLUSIONS FROM COVERAGE (continued)

- 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.
- 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:

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

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ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13) 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.
- 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. 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.
- 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.

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NOTICE FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

- 1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
- 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
- 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

- 1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller. OR
- 2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
- 2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - h. The seller is a tax-exempt entity under either California or federal law; or
 - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - I. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

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NOTICE DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

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PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of is privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company National Closing Solutions, Inc. National Closing Solutions of Alabama, LLC National Closing Solutions of Maryland, Inc. Texas National Title Placer Title Company
Placer Title Insurance Agency of Utah
National Closing Solutions of Arkansas, LLC
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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PRIVACY POLICY Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

Our Privacy Policy applies to each customer who purchases a WLTIC title insurance policy. Typically, this means that the customer covered by our Privacy Policy at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

It is the policy of WLTIC not to share nonpublic personal information that it collects with anyone other than our policy issuing agents as necessary to complete the real estate settlement services and issue the title insurance policy requested by our customer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures to those that WLTIC uses to protect this information and only to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

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