



# Las Tablas Creek Ranch

13630 Chimney Rock Rd - Paso Robles, CA 93446



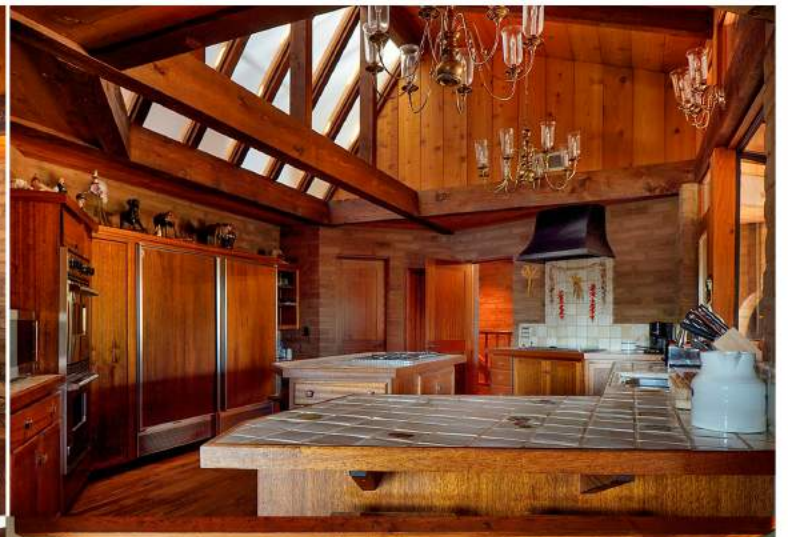
\$6,900,000 - NS19199240

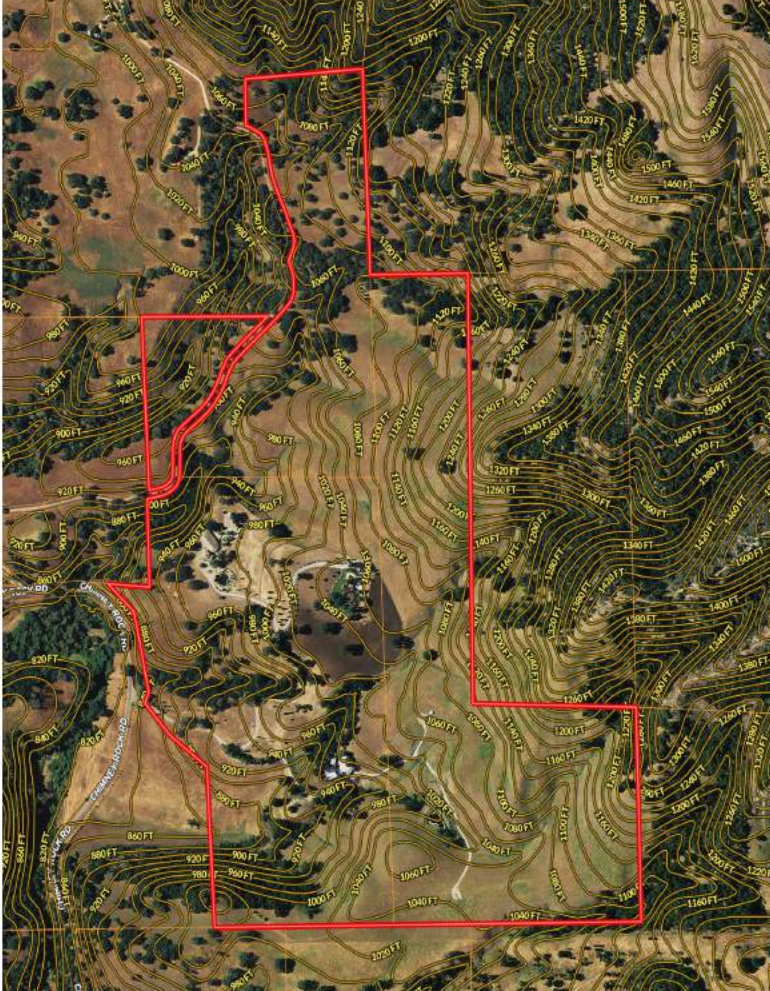


Serenity and beauty best describe the 319+/- acre Las Tablas Creek Ranch. Comprised of 3 parcels in the Adelaida AVA west of Paso Robles, possible uses include equestrian estate or private sanctuary. The land and amenities also create opportunity for a world class winery/event center. The 3,381 +/- sq ft main residence is a thoughtfully built, custom adobe ranch style design, including high-end amenities such as hardwood oak floors, flagstone flooring, hand carved relief works and built in wall niches for artwork throughout. Enjoy the lush landscaping, entertain guests by the pool and invite them to stay in the two bedroom, two bathroom guest quarters. For equine enthusiasts, the facilities are spectacular. A custom barn features five stalls and upstairs lounge area with kitchen, living room and balcony. The

covered arena (150' x 70') includes a gable roof with slate shingles. A tennis court with cabana and bar are nearby. With two wells, an 18,000 gallon storage tank, gated entrance, cattle ponds, dotted-oak trees, open meadows, this ranch property is well suited for agriculture, cattle, farming, recreation, entertaining, hiking, hunting, wildlife watching, and so much more. The possibilities are truly endless.

Offered at  
**\$6,900,000 - NS19199240**





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Each Office Independently Owned and Operated. Information is believed to be accurate but not guaranteed.



## 13630 Chimney Rock Rd - Property Details

**Main Ranch Residence:** This residence is of an adobe ranch style design with one bedroom, two and one half bathrooms, kitchen, an expanded living room, dining room, laundry room, library and office. According to the San Luis Obispo County Assessor's records, the home was constructed between 1981 and 1983. The home has been adequately maintained and had minor renovations over the years. The gross living area is 3,381 +/- square feet with an additional 668 +/- square foot attached three car garage and a 96 +/- square foot basement. The home is constructed on a concrete foundation with a wood frame, adobe brick exterior and interior walls, and a wood-shake roof with roof-mounted fire sprinklers. It is of very-good quality construction and in average condition. The home has many high-end amenities and features, including hardwood oak floors, solid mahogany interior doors, flagstone flooring in the foyer, cedar wood ceilings, ceramic-tile counters and cooking island, ceramic tile bathroom floors, built-in bookshelves, built-in commercial size refrigerator, built-in ice maker, and three fireplaces. Also unique to the home are hand-carved relief works and built-in wall niches for artwork. Several years ago a new forced-air heating and air-conditioning system was installed along with a new water heater.

**Guest Quarters:** This 638 +/- square foot, good quality dwelling was also built in 1983. It sits on a concrete foundation with a wood frame, wood-shake roof, and adobe brick exterior. The guest quarters features two bedrooms and two bathrooms with similar interior finish as the main residence. In addition, each bedroom features an adobe fireplace.

**Horse Barn with Second-Story Lounge and Covered Arena:** The horse barn structure with second-floor lounge and the covered arena are located just a short distance to the west of the main residence. The horse barn structure with dirt floors has an all mahogany, 2' x 6' frame, adobe interior and exterior walls, wood windows, as well as a slate roof. The tack room has slate flooring. The five stalls each have custom-made, wrought-iron doors. Also located on the first level are a one-half bathroom, tack room, veterinarian room and wash area. The upper-level lounge area features mahogany wood floors, a fireplace, bathroom and a large kitchen area (cherry wood floors) with a 30 foot long mahogany bar and cabinets. The kitchen with marble countertops and a copper sink has full built-in appliances, including oven, dishwasher, microwave and a Sub-Zero refrigerator. In addition, the ceiling features skylights and mahogany beams and the interior walls are mahogany paneled. The covered arena (150' x 70') features include a gable style roof with slate roof shingles, intermittent adobe brick exterior walls, concrete foundation, dirt arena area, laminated mahogany supports for the roof, built-in stereo system and skylights.

**Site Improvements:** Site improvements include septic systems, water irrigation lines, well, pump, 18,000 gallon water storage tank, custom stone swimming pool and spa, landscaping around the residences, fenced, circular driveway with paving stones, corrals, drainage system around the equestrian facilities, a 12 foot wide asphalt paved driveway (0.8 +/- mile in length). Concrete walkways within the farmstead area, adobe retaining walls and tree planter, fire suppression reservoir, cattle ponds, tennis court and cabana, extensive barbed-wire, perimeter and cross-fencing.

**Water:** Water to the main residence and farmstead areas on Parcel 13 is supplied from a drilled and cased well located off-site on Parcel 3. The water from the well is stored in a 18,000 gallon concrete cistern.

**Additional Water Development:** More intensive uses of this property including vineyard and/or estate home site development will require additional water wells providing sufficient quantity and quality of water to

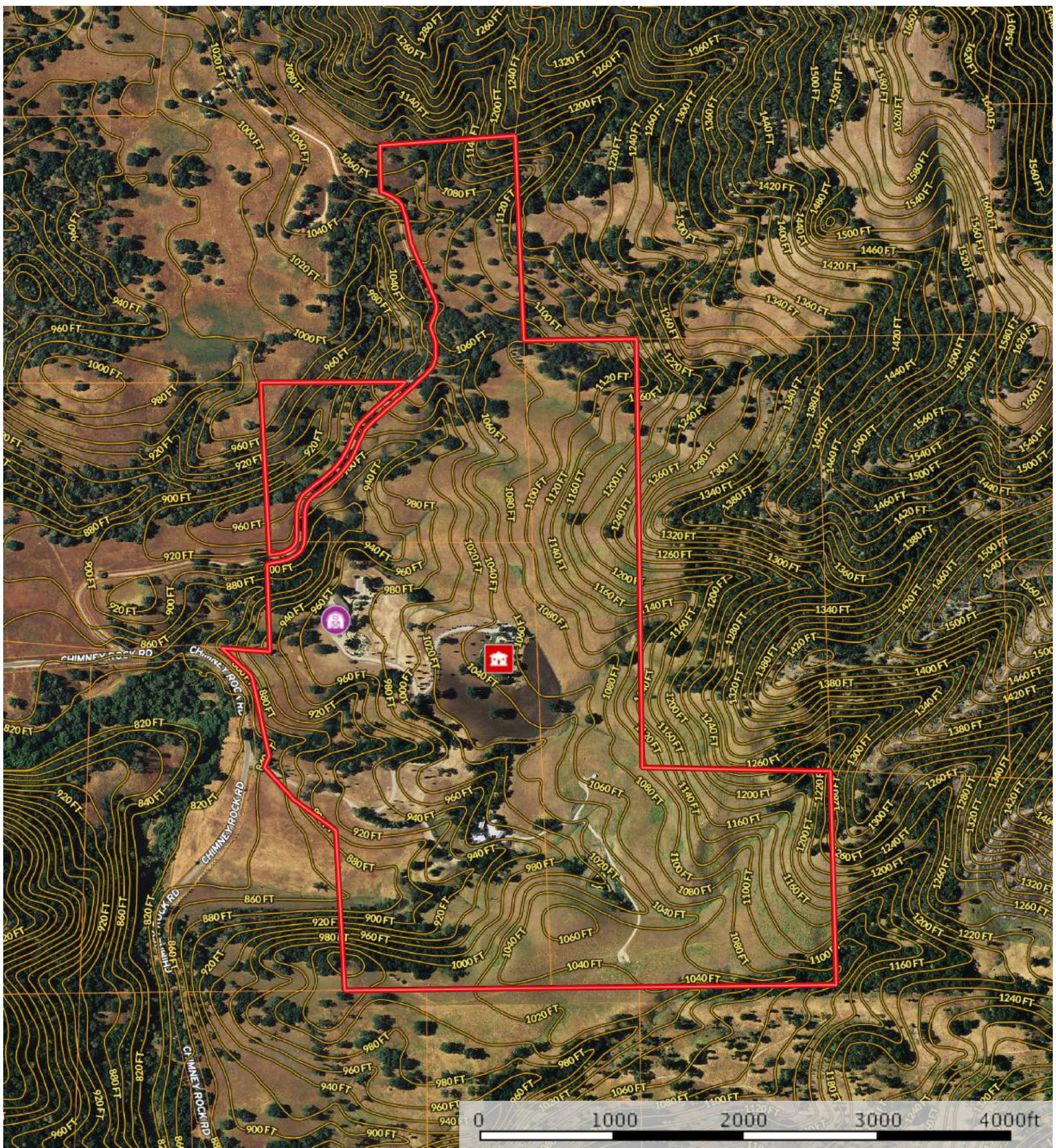
support these uses. A groundwater investigation and/or test wells are recommended to further establish the potential for significant additional water on subject property, if required.




**Vineyard Development:** Numerous successful vineyards have been developed in the subject Adelaida region, however a vineyard feasibility study has not been completed on the subject property. There are various meadows and open areas throughout each of the ranch parcels that may be suitable for plating vineyards. However many of these open areas appear to be constrained by steeper terrain or more remote locations and/or may be too small to be economically viable vineyard blocks. Based on the information gathered as a part of this appraisal, there are 86 +/- acres estimated to be plantable on Parcel 3, 8.50 +/- acres on Parcel 12 and 83 +/- acres on Parcel 13.

**Building Measurements:** Building measurements were obtained from a review of county building records as well as on-site inspection and utilization of Google Earth measuring tools. These measurements are assumed to be an accurate and reliable estimation of the subject building sizes.

# 13630 Chimney Rock Road - Topo/Aerial Map

San Luis Obispo County, California, 319 AC +/-



-  Main House
-  Barn
-  Boundary



*First American Title*

## First American Title Company

899 Pacific Street

San Luis Obispo, CA 93401

California Department of Insurance License No. 151

Rhonda Garris  
Rabobank, N.A., Trust and Investment Management Division  
75 Santa Rosa Street  
San Luis Obispo, CA 93401  
Phone: (805)547-8500  
Fax: (805)547-8503  
Customer Reference: 014-282-003, 012 & 013

Order Number: 4001-5964620 (CP)

Title Officer: Cora Pollick  
Phone: (805)786-2019  
Fax No.: (866)699-2270  
E-Mail: cpollick@firstam.com  
Property: 13630 Chimney Rock Road  
Paso Robles, CA 93446

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 Exhibit A attached. *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 Exhibit A. 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 Exhibit A 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 as of June 03, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

RABOBANK, N.A., as Sole Trustee under Agreement with Donna Decker Harcourt dated September 26, 1972, subject to item no. 22

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

FEE AS TO PARCEL(S) A, B AND C; EASEMENT AS TO PARCEL(S) B-1, C-1 AND C-2

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights, rights of way, reservations and exceptions in the patent recorded MARCH 16, 1880 in [Book B of Patents, Page 140](#).

Affects: PORTION OF PARCEL B

4. Rights, rights of way, reservations and exceptions in the patent recorded SEPTEMBER 20, 1882 in [Book B of Patents, Page 337](#).

Affects: PORTION OF PARCELS A AND B

5. Rights, rights of way, reservations and exceptions in the patent recorded AUGUST 06, 1894 in [Book F of Patents, Page 375](#).

Affects: PORTION OF PARCELS A AND B

6. Rights, rights of way, reservations and exceptions in the patent recorded August 06, 1894 in [Book G of Patents, Page 31](#).

Affects: PARCEL C

7. An easement for RIGHT OF WAY and incidental purposes, recorded JUNE 18, 1917 in [Book 116 of Deeds, Page 127](#).

In Favor of: JOHN MULLEN  
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

Affects: PARCEL B

8. An easement for POLES, WIRES and incidental purposes, recorded MARCH 25, 1947 as [BOOK 436, PAGE 404](#) of Official Records.

In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation  
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

Affects: PARCEL B

9. An easement for ROADWAY and incidental purposes, recorded APRIL 26, 1947 as [BOOK 439, PAGE 332](#) of Official Records.

In Favor of: ESSENTIAL INDUSTRIES INCORPORATED  
Affects: AS DESCRIBED THEREIN

Terms and provisions contained in the above document.

The location of the easement cannot be determined from record information.

Affects: PARCELS A AND B

Document(s) declaring modifications thereof recorded MARCH 30, 1951 as [BOOK 603, PAGE 533](#) of Official Records.

A DOCUMENT RECORDED JANUARY 14, 1954 AS [BOOK 741, PAGE 188](#) OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO EATON AND SMITH A PARTNERSHIP COMPOSED OF JAMES M. SMITH, WILLIAM J. SMITH AND ROBERT F. SMITH.

10. An easement for COMMUNICATION FACILITIES AND ACCESS and incidental purposes, recorded DECEMBER 09, 1954 as [BOOK 782, PAGE 507](#) of Official Records.  
In Favor of: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY  
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

Affects: PARCELS A AND B

11. An easement for USES IN CONNECTION WITH THE NACIMIENTO DAM AND RESERVOIR, FLOODING, INGRESS AND EGRESS, ROAD and incidental purposes, recorded APRIL 18, 1958 as [BOOK 937, PAGE 44](#) of Official Records.  
In Favor of: MONTEREY COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, A BODY POLITIC AND CORPORATE  
OF THE STATE OF CALIFORNIA  
Affects: AS DESCRIBED THEREIN

Terms and provisions contained in the above document.

THE EASEMENT FOR ROAD PURPOSES CONTAINED IN THE ABOVE DOCUMENT HAS SINCE BEEN TRANSFERRED TO THE COUNTY OF SAN LUIS OBISPO BY DOCUMENT RECORDED APRIL 19, 1960 IN [BOOK 1060, PAGE 237](#) OF OFFICIAL RECORDS.

Affects: PARCELS A AND B

The location of the easement cannot be determined from record information.

12. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed in [book 23, page 14](#) .

Affects: PARCELS A AND B

13. The terms and provisions contained in the document entitled "CERTIFICATE OF COMPLIANCE" recorded June 05, 1981 as [BOOK 2331, PAGE 282](#) OF OFFICIAL RECORDS.

Affects: PARCEL A

14. The terms and provisions contained in the document entitled "CERTIFICATE OF COMPLIANCE" recorded June 05, 1981 as [BOOK 2331, PAGE 285](#) OF OFFICIAL RECORDS.

Affects: PARCEL B

An easement as contained in the above document.

For: ACCESS ROAD and incidental purposes.

AFFECTS A PORTION OF PARCEL B

15. The terms and provisions contained in the document entitled "CERTIFICATE OF COMPLIANCE" recorded June 05, 1981 as [BOOK 2331, PAGE 290](#) OF OFFICIAL RECORDS.

Affects: PARCEL C

An easement as contained in the above document.

For: WATER WELL, PIPELINE, INGRESS AND EGRESS TO AND FROM THE SAME and incidental purposes.

AFFECTS PARCEL C

16. The terms and provisions contained in the document entitled "SCENIC PRESERVATION AGREEMENT" recorded JULY 01, 1987 as [BOOK 3015, PAGE 539](#) of Official Records.

Affects: PORTION OF PARCEL B

17. Any easements and/or servitudes affecting easement parcel(s) B-1, C-1 AND C-2 herein described.
18. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Affects: PARCELS A AND C

19. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

22. With respect to the trust referred to in the vesting:
- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$409.41, PAID
Penalty:	\$0.00
Second Installment:	\$409.41, PAID
Penalty:	\$0.00
Tax Rate Area:	104-004
A. P. No.:	014-282-012

(Affects PARCEL A)

2. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$10,335.08, PAID
Penalty:	\$0.00
Second Installment:	\$10,335.08, PAID
Penalty:	\$0.00
Tax Rate Area:	104-004
A. P. No.:	014-282-013

(Affects PARCEL B)

3. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$1,378.93, PAID
Penalty:	\$0.00
Second Installment:	\$1,378.93, PAID
Penalty:	\$0.00
Tax Rate Area:	104-004
A. P. No.:	014-282-003

(Affects PARCEL C)

4. The property covered by this report is vacant land.

(Affects PARCEL A)

5. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 13630 CHIMNEY ROCK ROAD, PASO ROBLES, CALIFORNIA.

(Affects PARCEL B)

6. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as NO SITUS FOUND, PASO ROBLES, CALIFORNIA.

(Affects PARCEL C)

7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

8. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

PARCEL A: (APN: 014-282-012)

PARCEL E OF LOT LINE ADJUSTMENT NO. AL-80-20, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JUNE 5, 1981 IN [BOOK 2331, PAGE 282](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 7 IN TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND AS SHOWN ON PAGE 14 IN BOOK 23 OF RECORD OF SURVEYS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 7 IN TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN;

THENCE NORTH 89°33'35" WEST 824.94 FEET ALONG THE NORTH LINE OF SAID SECTION 7 TO A POINT THAT IS DISTANT 480 FEET EASTERLY OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 0°09'09" WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION SEVEN (7) 510 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF LAKEVIEW DRIVE (CO. ROAD NO. 5264) FORMERLY KNOWN AS BEE ROCK ROAD AND CYPRESS MOUNTAIN DRIVE, AS SAID ROAD EXISTED DECEMBER 3, 1973;

THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID LAKEVIEW DRIVE, FOLLOWING ITS VARIOUS COURSES AND CURVES TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 89°38'05" WEST 980 FEET ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO A POINT WHICH IS DISTANT NORTH 89°38'05" WEST 330.00 FEET OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 0°38'46" WEST 1313.98 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 7;

THENCE SOUTH 89°42'38" EAST 1627.23 FEET ALONG THE SAID SOUTH LINE OF THE NORTH HALF OF SAID SECTION 7 TO THE EAST QUARTER CORNER OF SECTION 7;

THENCE NORTH 0°34'04" EAST 2623.64 FEET ALONG THE EAST LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 186.00 FEET OF SAID PARCEL E.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO "PARCEL 1" OF THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT COAL 09-0107, AND IS SHOWN GRAPHICALLY ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, RECORDED JULY 12, 2010, AS INSTRUMENT NO. [2010032098](#) OF OFFICIAL RECORDS.



PARCEL B: (APN: 014-282-013)

PARCEL F OF LOT LINE ADJUSTMENT NO. AL-80-20, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JUNE 5, 1981 IN [BOOK 2331, PAGE 285](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND AS SHOWN ON PAGE 14 IN BOOK 23 OF RECORD OF SURVEYS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE NORTH 0°34'04" EAST 2623.64 FEET ALONG THE EAST LINE OF SAID SECTION 7 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 89°42'38" WEST 1627.23 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 0°38'46" WEST 459.38 FEET;

THENCE SOUTH 86°23' WEST 423.07 FEET;

THENCE SOUTH 63°34'27" EAST 178.52 FEET;

THENCE SOUTH 42°29'10" EAST 115.26 FEET;

THENCE SOUTH 9°13' EAST 494.99 FEET;

THENCE SOUTH 13°02'15" WEST 54.29 FEET;

THENCE SOUTH 65°12'45" EAST 62.28 FEET;

THENCE SOUTH 36°47'32" EAST 248.30 FEET;

THENCE SOUTH 55°32'15" EAST 319.66 FEET TO A LINE HAVING A BEARING OF NORTH 0°38'46" EAST FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 0°38'46" WEST 1043.60 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 89°33'55" EAST 1266.84 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7 TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTHERLY 186.00 FEET OF PARCEL E OF A LOT LINE ADJUSTMENT AS PER A CERTIFICATE OF COMPLIANCE RECORDED JUNE 5, 1981 IN [BOOK 2331, PAGE 282](#) OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO "PARCEL 2" OF THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT COAL 09-0107, AND IS SHOWN GRAPHICALLY ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, RECORDED JULY 12, 2010, AS INSTRUMENT NO. [2010032099](#) OF OFFICIAL RECORDS.

PARCEL B-1:

AN EASEMENT FOR WATER WELL AND PIPELINE PURPOSES OVER AND ACROSS THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8 IN TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 30 FEET WIDE LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT WHICH IS DISTANT NORTH 0°34'04" EAST 1196.64 FEET ALONG THE WEST LINE OF SAID SECTION 8 FROM THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE NORTH 59°25'55" EAST 455.99 FEET;

THENCE NORTH 35°00'00" WEST 670.96 FEET TO THE INTERSECTION WITH THE WEST LINE OF SECTION 8.

PARCEL C: (APN: 014-282-003)

PARCEL G OF LOT LINE ADJUSTMENT NO. AL-80-20, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JUNE 5, 1981 IN [BOOK 2331, PAGE 290](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN LUIS OBISPO, CALIFORNIA.

PARCEL C-1:

AN EASEMENT FOR ACCESS ROAD PURPOSES OVER AND ACROSS THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, SAN LUIS OBISPO COUNTY, CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS DISTANT NORTH 0°34'04" EAST 769.89 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE NORTH 87°44'40" WEST 243.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG SAID CURVE HAVING AN ARC LENGTH OF 179.01 FEET, A RADIUS OF 300 FEET, AND A CENTRAL ANGLE OF 34°11'20" TO THE END OF CURVE;

THENCE SOUTH 58°04'00" WEST 306.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH;

THENCE WESTERLY ALONG SAID CURVE HAVING AN ARC LENGTH OF 156.38 FEET, A RADIUS OF 150.00 FEET, AND A CENTRAL ANGLE OF 59°44'03" TO END OF CURVE;

THENCE NORTH 62°11'57" WEST 91.29 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG SAID CURVE HAVING AN ARC DISTANCE OF 212.47 FEET, A RADIUS OF 350.00 FEET, AND A CENTRAL ANGLE OF 34°46'57" TO END OF CURVE;

THENCE SOUTH 83°01'06" WEST 158.56 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE A 40' WIDE EASEMENT WHICH IS DISTANT NORTH 0°38'46" EAST 607.43 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7.

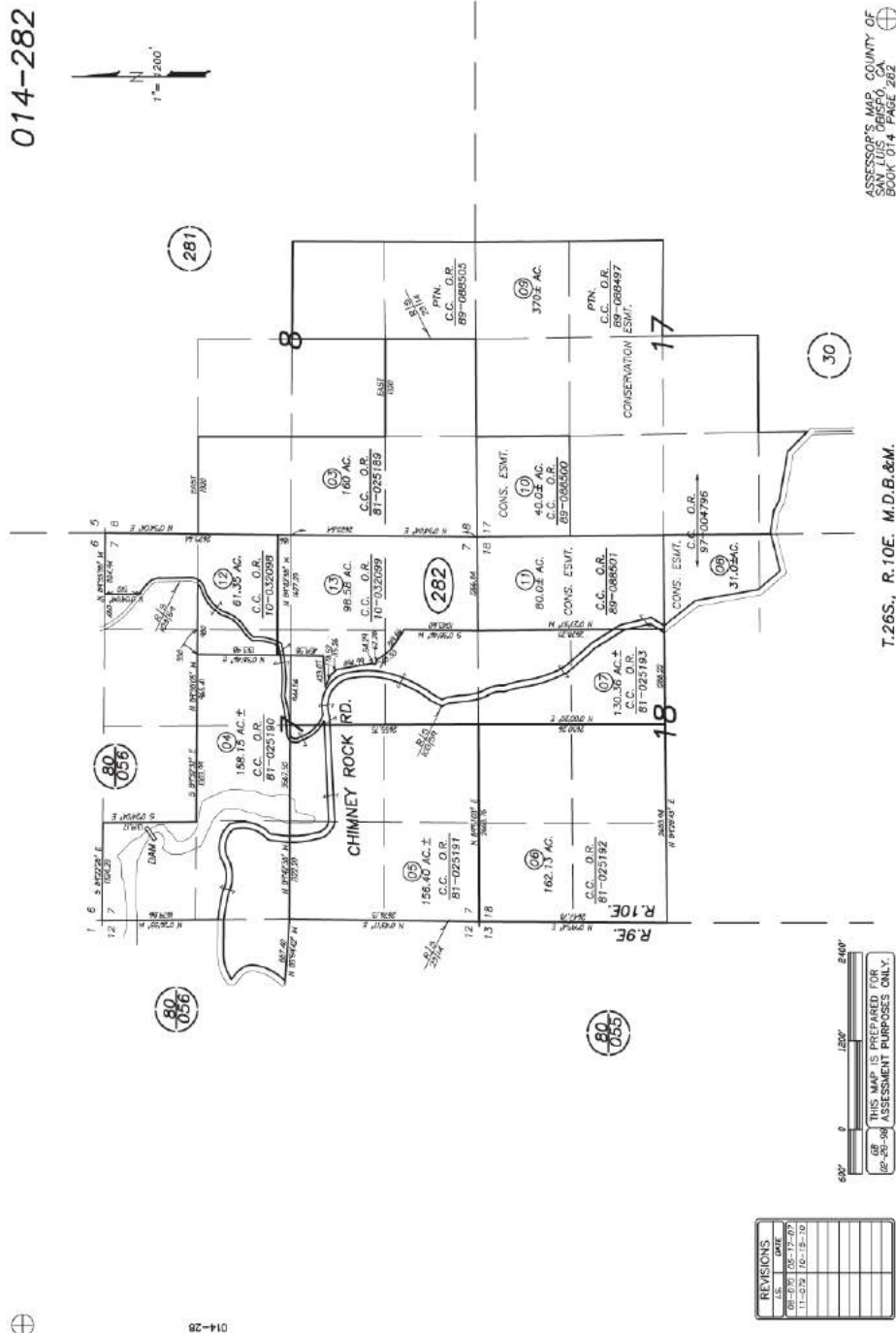
PARCEL C-2:

AN EASEMENT FOR ACCESS ROAD PURPOSES OVER AND ACROSS THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND AS SHOWN ON PAGE 14 IN BOOK 23 OF RECORD OF SURVEYS FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, INCLUDED WITHIN A STRIP OF LAND 40 FEET WIDE, LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS DISTANT NORTH 0°38'46" EAST 607.43 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE SOUTH 85°38'38" WEST 930.64 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF LAKEVIEW DRIVE (CO. ROAD NO. 5264).

014-282



ASSESSOR'S MAP, COUNTY OF  
SAN LUIS OBISPO, CA  
BOOK 014, PAGE 282

T.26S., R.10E. M.D.B.&M.

REVISED	DATE
08-05-05	05-17-07
11-05-05	10-15-10

60' 120' 240'

80056

80055

THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA 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.
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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**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.
  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

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

#### [PART I

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

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

#### PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

#### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

#### 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, 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.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



*First American Title*

#### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ORIGINAL  
File with DWR

Page 1 of 1

Owner's Well No. 98-3525

No. 535005

Date Work Began 08/06/98, Ended 08/10/98

Local Permit Agency San Luis Obispo County Health Dept

Permit No. 98-163 Permit Date 08/06/98

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
Refer to Instruction Pamphlet

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO./STATION NO.

LATITUDE LONGITUDE

APN/TRS/OTHER

GEOLOGIC LOG

WELL OWNER

ORIENTATION (∠)  VERTICAL  HORIZONTAL  ANGLE  (SPECIFY)

DEPTH TO FIRST WATER 245 (Ft.) BELOW SURFACE

DEPTH FROM SURFACE		DESCRIPTION <i>Describe material, grain size, color, etc.</i>
Fl.	to Fl.	
0	5	Black clay
5	7	Red clay
7	60	Black clay
60	63	Hard rock ledge
63	84	Black clay
84	87	Rock ledges
87	235	Black clay
235	250	Sand & fractured rock
250	258	Rock ledges
258	270	Blue sand stone
270	272	Black clay
272	365	Blue sand stone
365	475	White sand stone
475	485	White clay

Address 13630 Chimney Rock Road  
City Paso Robles  
County San Luis Obispo  
APN Book 014 Page 282 Parcel 002  
Township 26S Range 10E Section 7  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

LOCATION SKETCH

ACTIVITY (∠)  
 NEW WELL  
 MODIFICATION/REPAIR  
     Deepen  
     Other (Specify)  
 DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")  
PLANNED USE(S)  
(∠)  
 MONITORING  
WATER SUPPLY  
 Domestic  
 Public  
 Irrigation  
 Industrial  
 "TEST WELL"  
 CATHODIC PROTECTION  
 OTHER (Specify)

Describe Distance of Well from Landmarks Buildings, Fences, Rivers, etc.  
URATE & COMPLETE.

If cap of this well is removed by anyone other than Aqua Engineering, Awalt & Son, or persons authorized by Aqua Engineering, all structural warranties are null and void.

A blow test is not a proper well test and is not a true indicator of available water.

DRILLING METHOD Direct rotary FLUID Bentonite

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH OF STATIC WATER LEVEL 60 (Ft.) & MEASURED 08/10/98

ESTIMATED YIELD 30 (GPM) &

TEST LENGTH 1 (Hrs.) TOTAL DRAIN

\* May not be representative of a well's long-term yield.

DEPTH FROM SURFACE Ft. to Ft.	BORE-HOLE DIA. (Inches)	CASING(S)					ANNULAR MATERIAL				
		TYPE (∠)	MATERIAL/ GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	DEPTH FROM SURFACE Ft. to Ft.	CE- MENT (∠)	BEN- TONITE (∠)	FILL (∠)	FILTER PACK (TYPE/SIZE)
0	345	9	X	PVC	5	.265	0	55	X		
345	485						55	485		X	3/8" Coalinga gravel

ATTACHMENTS (∠)

Geologic Log  
 Well Construction Diagram  
 Geophysical Log(s)  
 Soil/Water Chemical Analyses  
 Other \_\_\_\_\_

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Aqua Engineering  
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

P O Box 276 San Miguel Ca 93451  
ADDRESS CITY STATE ZIP

Signed [Signature] DATE SIGNED 8/17/98 348058  
WELL DRILLER/AUTHORIZED REPRESENTATIVE DATE SIGNED C-57 LICENSE NUMBER



**County of San Luis Obispo**

**PUBLIC HEALTH LABORATORY, 2191 JOHNSON AVENUE, SAN LUIS OBISPO, CA 93401**

**PH: 805-781-5507 FX: 805-781-1023**

**JAMES L. BEEBE, PhD, D(ABMM), DIRECTOR**

**ELAP Certificate of Environmental Accreditation # 2114**

**ENVIRONMENTAL REPORT**

**SUBMITTER: 23**

**AWALT AND SONS**  
  
**PO BOX 398**  
**SAN MIGUEL, CA 93451**  
  
**CONTACT:**  
**PH: 805-238-1315 FX: 805-467-9520**

**LOCATION: 13630 CHIMNEY ROCK RD**  
  
**PASO ROBLES, CA 93446**  
**EMAIL: AWALT@AWALTANDSON.COM**  
**PH: 805-238-1315**  
**PWS#: FACID#:**

<b>LAB #:</b> 19 10723	<b>DATE COLLECTED:</b> 08/01/2019 09:30:00
<b>SAMPLE CTRL #:</b> 23	<b>DATE RECEIVED:</b> 08/01/2019 15:37:00
<b>REASON:</b> ROUTINE	
<b>COLLECTED BY:</b> SIGNATURE ILLEGIBLE	<b>TREATED:</b>
<b>SAMPLING POINT:</b> WELL	<b>CHLORINE:</b>
<b>TEMPERATURE:</b> 21.C	<b>PH:</b>
<b>SAMPLE TYPE:</b> WATER / DRINKING	

**TEST REQUESTED**

**RESULTS**

**TOTAL COLIFORM AND E. COLI, PRESENCE-ABSENCE**

**TOTAL COLIFORM**

**ABSENT**

**E. COLI**

**ABSENT**

**Tested: 08/02/2019**

**Reported: 08/02/2019**

**\*\*\* Final Report \*\*\***

# Aqua Engineering

Contractors License #896064

950 Mission Street P.O. Box 398 San Miguel, CA 93451

PH. 805-238-1315 FX. 805-467-9520

Date: 8/1/2019

Customer: Donna Marcourt  
Address: 13630 Chimney Rock Road  
Paso Robles, CA 93446

Job Location: 13630 Chimney Rock Rd. Paso Robles, CA 93446  
Duration of Test: 4 hours  
H.P. of pump in well: 3 HP 25GS30 Gould Pump /3 HP 230V 1 PH Franklin mtr  
Water Sample: yes XX Type: Bacteria  
Delivered by: K. Awalt  
Lab: San Luis Obispo County Health Lab

Meter reading at start of test:	78900	water level	133 feet
GPM at start of test:	14 GPM		
Time at start of test:	9:00 AM		
Meter reading at end of test:	81530	water level	244 feet
GPM at end of test:	10.5		
Time at end of test:	1:00PM		
Total time of test in minutes:	240	recovery	220 ft 5 min
Total gallons pumped during test:	2630		194 ft 10 min 152 ft 20 min

Average 10.95 GPM for 4 hours

Thank you for allowing Aqua Engineering the opportunity to test your water well.  
If you have any questions regarding your test, please don't hesitate to call.

This well test is guaranteed to be accurate as of the above testing date. The Contractor makes no warranties or guarantees as to water quantity or gallons per minute subsequent to the test date. Contractor makes no guarantees or warranties as to potability. The lab conducting the potability testing is solely & exclusively responsible for the results thereof.

ORIGINAL  
File with DWR

Page 1 of 1

Owner's Well No. 98-3525

Date Work Began 08/06/98 Ended 08/10/98

Local Permit Agency San Luis Obispo County Health Dept.

Permit No. 98-163 Permit Date 08/06/98

STATE OF CALIFORNIA  
**WELL COMPLETION REPORT**  
Refer to Instruction Pamphlet

No. **535005**

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO./STATION NO.

LATITUDE LONGITUDE

APN/TRS/OTHER

**GEOLOGIC LOG**

**WELL OWNER**

ORIENTATION (✓)  VERTICAL  HORIZONTAL  ANGLE \_\_\_\_\_ (SPECIFY)

Name Donna Harcourt

DEPTH TO FIRST WATER 245 (ft.) BELOW SURFACE

Mailing Address 13630 Chimney Rock Road

Paso Robles Ca 93446

CITY STATE ZIP

**WELL LOCATION**

Address 13630 Chimney Rock Road

City Paso Robles

County San Luis Obispo

APN Book 014 Page 282 Parcel 002

Township 26S Range 10E Section 7

Latitude \_\_\_\_\_ NORTH Longitude \_\_\_\_\_ WEST

**LOCATION SKETCH**

**ACTIVITY (✓)**

DEPTH FROM SURFACE		DESCRIPTION
FL	to FL	

Describe material, grain size, color, etc.

FL	to FL	DESCRIPTION
0	5	Black clay
5	7	Red clay
7	60	Black clay
60	63	Hard rock ledge
63	84	Black clay
84	87	Rock ledges
87	235	Black clay
235	250	Sand & fractured rock
250	258	Rock ledges
258	270	Blue sand stone
270	272	Black clay
272	365	Blue sand stone
365	475	White sand stone
475	485	White clay

If cap of this well is removed by anyone other than Aqua Engineering, Awalt & Son, or persons authorized by Aqua Engineering, all structural warranties are null and void.

A blow test is not a proper well test and is not a true indicator of available water.

Illustrate Describe Distance of Well from Landmarks  
such as buildings, fences, roads, etc.  
PLEASE! UPDATE & COMPLETE.

NEW WELL

MODIFICATION/REPAIR

— Deepen

— Other (Specify)

DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")

PLANNED USE(S) (✓)

— MONITORING

WATER SUPPLY

Domestic

— Public

— Irrigation

— Industrial

— "TEST WELL"

— CATHODIC PROTECTION

— OTHER (Specify)

DRILLING METHOD Direct rotary FLUID Bentonite

WATER LEVEL & METHOD OF COMPLETED WELL

DEPTH OF STATIC WATER LEVEL 60 (ft.) & MEASURED 08/10/98

ESTIMATED YIELD 30 (GPM) @ \_\_\_\_\_

TEST LENGTH 1 (hrs) TOTAL DRAW

\* May not be representative of a well's long-term yield.

TOTAL DEPTH OF BORING 485 (Feet)

TOTAL DEPTH OF COMPLETED WELL 485 (Feet)

DEPTH FROM SURFACE	BORE-HOLE DIA. (Inches)	CASING(S)						DEPTH FROM SURFACE	ANNULAR MATERIAL							
		TYPE (✓)				MATERIAL / GRADE	INTERNAL DIAMETER (Inches)		GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	TYPE					
FL	to FL	BLANK	SCREEN	PIPE	FILL PIPE									FL	to FL	CE-MENT (✓)
0	345	9	X			PVC	5	.265		0	55	X				
345	485								3/16"	55	485			X	3/8"	Coalinga gravel
									drilled							
									8 rows							
									3 1/2" screens							

**ATTACHMENTS (✓)**

— Geologic Log

— Well Construction Diagram

— Geophysical Log(s)

— Soil/Water Chemical Analysis

— Other \_\_\_\_\_

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

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2 5/2