



Order No. 525-2412037-62  
**Orange Coast Title Company of Northern California**  
11249 Gold Country Blvd #180  
Gold River, CA 95670  
(916) 965-6490

<b>PRELIMINARY REPORT</b>
---------------------------

Darren Brown Real Estate  
3960 Kingsbarn Dr  
Roseville, CA 95747

**Escrow Officer:** Fallon Vallejo  
**Escrow No.:** 24202104

**Attention:** Darren B. Brown  
**Property address:** See Attached "Property Exhibit"

**Your no.:**  
**Order no.:** 525-2412037-62

**Dated:** September 13, 2024

In response to the above referenced application for a policy of title insurance, **Orange Coast Title Company of Northern California** 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 B 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 B. 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 B 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 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 August 1, 2024 at 7:30 AM

Fallon Vallejo, Escrow Officer  
Email: fallonv@octitle.com  
Ph: 916-965-6490  
Fax: 714-415-7954

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

C.L.T.A. Standard Coverage Policy - 2022 (Owners Policy or Joint Protection) with C.L.T.A. Standard Coverage Policy - 2022 (Lender's Policy)

**Schedule "A"**

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

A Fee

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

Darren B. Brown & Yuhui Brown, husband & wife as Trustees of the 2023 Dbyhbrown Family Trust, dated 02/23/2023

**The land referred to in this report is situated in the City of Sacramento, the County of Sacramento , State of California, and is described as follows:**

Lots 2,3,4,5,6,7 and 8, as shown on that certain final subdivision Map for Nerradscali Subdivision, recorded in the Official Records of Sacramento County, California, On February 28, 224, in Book 454 of Maps, at Page 2

Assessor's Parcel Numbers(s):

- 1: 237-0730-005-0000
- 2: 237-0730-002-0000
- 3: 237-0730-003-0000
- 4: 237-0730-004-0000
- 5: 237-0730-006-0000
- 6: 237-0730-007-0000
- 7: 237-0730-008-0000

## Schedule "B"

**At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:**

- 1 Tax and bond report to follow.
- 2 The herein described property appears to contain assessments and/or bonds, further information has been ordered and will be reported later.  
  
The above taxes cover APNS 237-0730-005, 237-0730-002, 237-0730-003, 237-0730-004, 237-0730-006, 237-0730-007, and 237-0730-008 .
- 3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 4 Prior to close this company will require the Tax Collector's Office be contacted to verify open and delinquent taxes.
- 5 Any unpaid amounts now owing, for delinquent utilities, of record or not. Any such amounts may be ascertained by contacting the following:  
  
County of Sacramento: (916) 875-5555, and/or including:  
  
City of Sacramento: (916) 808-5454  
City of Folsom: (916) 355-7200  
City of Galt: (209) 366-7150  
City of Elk Grove: (916) 691-2489  
City of Rancho Cordova: (916) 638-9000  
City of Isleton: (916) 777-7770  
City of Citrus Heights: (916) 725-2448  
Sacramento Suburban Water District: (916) 972-7171
- 6 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Sacramento Area Flood Control Agency, filed in Book 105, Page(s) 2, assessment maps, as disclosed by a document recorded [03/05/2007 in Book 20070305, Page\(s\) 663](#), Official Records.
- 7 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Sacramento, filed in Book 111, Page(s) 28, assessment maps, as disclosed by a document recorded [12/13/2010 in Book 20101213, Page\(s\) 1512](#), Official Records.
- 8 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Sacramento, filed in Book 114, Page(s) 10, assessment maps, as disclosed by a document recorded [09/19/2012 in Book 20120919, Page\(s\) 89](#), Official Records.
- 9 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Sacramento, filed in Book 114, Page(s) 13, assessment maps, as disclosed by a document recorded [10/03/2012 in Book 20121003, Page\(s\) 418](#), Official Records.
- 10 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Golden State Finance Authority, filed in Book 119, Page(s) 14, assessment maps, as disclosed by a document recorded [10/05/2015 in Book 20151005, Page\(s\) 763](#), Official Records.

- 11 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by Sacramento Area Flood Control Agency, filed in Book 120, Page(s) 15, assessment maps, as disclosed by a document recorded [05/03/2016 in Book 20160503, Page\(s\) 849](#), Official Records.
- 12 The effect of a map of community facilities district and the notice of special tax authorization and the lien of any taxes or assessments levied by or bonds issued by City of Sacramento, filed in Book 140, Page(s) 22, assessment maps, as disclosed by a document recorded [04/11/2023 in Book 20230411, Page\(s\) 896](#), Official Records.
- 13 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument  
Recorded: [07/08/1908 in Book 270, Page\(s\) 498 of Deeds.](#)  
For : lines of poles and towers, together with the right of ingress and egress and incidental purposes  
In favor of : Great Western Power Company  
Affects : The location of said easement is set forth therein.
- 14 An instrument, upon the terms and conditions contained therein  
Entitled: Agreement  
Dated: 4/10/1958  
Executed by and between: County of Sacramento, a political subdivision of the State of California and Reuben Bubb & Hattie H. Bubb, his wife, as joint tenants  
Recorded: 5/9/1958, [in Book 3506, Page\(s\) 66](#) of Official Records  
  
Said instrument provides, among other things, the following: "Construction and installation of certain improvements"
- 15 The fact that the owners have no right of vehicular access to ingress or egress except the public right to travel same. Said rights have been relinquished by an instrument recorded 07/07/1965, [in Book 5279, Page\(s\) 103](#), of Official Records.
- 16 A waiver in favor of the State of California of any claim for damages to said land by reason of the location, construction, landscaping or maintenance of a highway contiguous thereto, as contained in the instrument recorded 7/7/1965 , [in Book 5279, Page\(s\) 103](#), of Official Records.
- 17 The fact that said land is within the boundaries of the Del Paso Heights Redevelopment Area, as disclosed by an instrument recorded 8/22/2007, [in Book 20070822, Page\(s\) 1320](#), Official Records.
- 18 An easement for public utilities, planting trees, road irrevocable offer of dedication, centralized mail and pedestrian access, emergency vehicle access easement, water meter easement, private ingress and egress access easement and incidental purposes thereto as dedicated and delineated on the Tract map recorded [in Book 454, Page\(s\) 2 of Maps](#).
- 19 Provisions of the dedication statement on map of  
Tract: [Nerradscali Subdivision](#)  
Which recite: The private ingress-egress access easements shown hereon and designated "private ingress/egress access easement" (P.I.E.A.E.) shown hereon is to be granted at the time of sale or conveyance of Lots 3, 4, 5, 6, 7, and 8 shown on this Map.
- 20 A Deed of Trust to secure the indebtedness of  
Amount: **\$113,000.00**  
Trustor: **Darren B. Brown and Yuhui Brown, husband and wife as joint tenants**  
Trustee: Orange Coast Title Company  
Beneficiary: Finance of America Mortgage, LLC. Serviced by Mortgage Electronic Registration Systems, Inc. (MERS)  
Dated: 6/1/2018  
Recorded: **6/6/2018, [in Book 20180606, Page\(s\) 1246](#)**, Official Records

- 21 An instrument, upon the terms and conditions contained therein  
Entitled: Subdivision Improvement Agreement  
Dated: 10/11/2023  
Executed by and between: City of Sacramento, a Municipal Corporation and Darren B. Brown & Yuhui Brown, as Trustees of the 2023 Dbyhbrown Family Trust, dated 02/23/2023  
Recorded: 12/14/2023, [in Book 20231214, Page\(s\) 426](#) of Official Records
- 22 An instrument, upon the terms and conditions contained therein  
Entitled: Agreement for Maintenance of Detention System  
Dated: 11/8/2023  
Executed by and between: 2023 Dbyhbrown Family Trust and City of Sacramento  
Recorded: 12/21/2023, [in Book 20231221, Page\(s\) 717](#) of Official Records
- 23 An instrument, upon the terms and conditions contained therein  
Entitled: Water, Sewer, Storm Drain Service Agreement  
Dated: 11/8/2023  
Executed by and between: 2023 Dbyhbrown Family Trust and City of Sacramento  
Recorded: 12/21/2023, [in Book 20231221, Page\(s\) 718](#) of Official Records
- 24 An instrument, upon the terms and conditions contained therein  
Entitled: Agreement for Conveyance of Easements  
Dated: 1/2/2024  
Executed by and between: Darren B. Brown and Yuhui Brown, husband and wife as joint tenants and City of Sacramento  
Recorded: 2/28/2024, [in Book 20240228, Page\(s\) 813](#) of Official Records
- 25 Covenants, conditions and restrictions in an instrument recorded [04/04/2024 in Book 20240404, Page\(s\) 1091](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.  
  
"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."
- 26 The requirement that we be furnished a copy of the **2023 Dbyhbrown Family Trust, dated 02/23/2023** Trust and any amendments thereto. A certification of said trust "may be" acceptable if made pursuant to probate code section 18100.5 and qualified as a trust under section 82 of probate code.

- 27 (A) (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.
- (B) Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- (C) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- (D) Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- (E) (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.
- (F) Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- (G) Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**Exceptions A-G will be omitted on extended coverage policies.**

- 28 Any facts, rights, interest or claims which may be shown by an inspection of the land or which may be disclosed by inquiry of persons in possession of said land.
- 29 Any easement or lesser right, for the purposes herein stated, including incidental purposes, disclosed by a survey, inspection, or inquiry  
 For: public utilities, tower  
 Affects: as shown on aerial map of said land.

**End of Schedule B**

**“NOTES AND REQUIREMENTS SECTION”****NOTE NO. 1**

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

**NOTE NO. 2 PAYOFF INFORMATION:**

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

**NOTE NO. 3**

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

**Notice Regarding Your Deposit of Funds**

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.



## Orange Coast Title Company of Northern California

11249 Gold Country Blvd #180  
Gold River, CA 95670  
(916) 965-6490

**Attention:**

**Borrower:** Romo\Stonegate Communities LLC

### Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an C.L.T.A. Standard Coverage Policy - 2022 (Owners Policy or Joint Protection) with C.L.T.A. Standard Coverage Policy - 2022 (Lender's Policy) form as follows:

A. The improvements on said land are designated as:

Vacant Land

1: 4920 Nerrads Place, in the City of Sacramento, County of Sacramento , State of California.

Vacant Land

2: 905 North Avenue # 2, in the City of Sacramento, County of Sacramento, State of California.

Vacant Land

3: 4929 Nerrads Place, in the City of Sacramento, County of Sacramento, State of California.

Vacant Land

4: 4930 Nerrads Place, in the City of Sacramento, County of Sacramento, State of California.

Vacant Land

5: 4919 Nerrads Place, in the City of Sacramento, County of Sacramento, State of California.

Vacant Land

6: 4909 Nerrads Place, in the City of Sacramento, County of Sacramento, State of California.

Vacant Land

7: 911 North Avenue, in the City of Sacramento, County of Sacramento, State of California.

B. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

None.



## Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of **Orange Coast Title Company of Northern California**. We hope that this makes your job a little easier.

**Exhibit “A”**

Lots 2,3,4,5,6,7 and 8, as shown on that certain final subdivision Map for Nerradscali Subdivision, recorded in the Official Records of Sacramento County, California, On February 28, 224, in Book 454 of Maps, at Page 2

Assessor's Parcel Numbers(s):

- 1: 237-0730-005-0000
- 2: 237-0730-002-0000
- 3: 237-0730-003-0000
- 4: 237-0730-004-0000
- 5: 237-0730-006-0000
- 6: 237-0730-007-0000
- 7: 237-0730-008-0000

## CLTA Preliminary Report Form – Exhibit B (06-03-11)

### 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:

- (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.
- 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.
- 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.
- 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.
- 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.
- 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:

- 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.
- 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.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.
- 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 (02/03/10)

#### EXCLUSIONS

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

- 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.
- 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.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks: a. that are created, allowed, or agreed to by You, whether or not they 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.
- Failure to pay value for Your Title.
- 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.
- 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.

#### LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1 % 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

### ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

#### EXCLUSIONS

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

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning: \* land use \* improvements on the land \* land division \* environmental protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
- The right to take the land by condemning it, unless: \* a notice of exercising the right appears in the public records \* on the Policy Date \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: \* that are created, allowed, or agreed to by you \* that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records \* that result in no loss to you \* that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right: \* to any land outside the area specifically described and referred to in Item 3 of Schedule A OR \* in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 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 which arise by reason of:

- (a) Any law, ordinance 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 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.
- 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 in which the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b):

#### 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:

- (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.
- Any facts, rights, interests or claims which 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 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.
- (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.
- 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.
  3. Defects, liens, encumbrances, adverse claims, or other matters: (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer; or (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

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

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 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.

#### **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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including but not limited 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 the 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 Risks 5, 6, 13(c), 13(d), 14, and 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risks 5, 6, 13(c), 13(b), 14, and 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 Risks 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 26); or (e) resulting in loss or damage which 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 the Insured to comply with applicable doing-business laws of the state in which 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 in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
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.

# **Orange Coast Title Company of Northern California**

## **PRIVACY POLICY**

### **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 that you provide to us. Therefore, 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 which 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.

### **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 we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

**Your California Rights (immediately following this Privacy Policy) or you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. Only applies to CA residents**

### **Use of Information**

We request information from you for our own legitimate business purposes and not for 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.

### **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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **Other Important Information**

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy before the new policy becomes effective.

Last Revision 12/26/2019  
Effective on 1/01/2020

## Your California Rights

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*If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.*

### Right to Know

You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

**Process to Submit a Request.** To submit a verified request for this information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website <https://www.titleadvantage.com/privacypolicy.htm> or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

### Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

**Process to Submit a Request.** To submit a verified request to delete you information you may visit our website at <https://www.titleadvantage.com/privacypolicy.htm> or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com).

**Verification Method.** In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

### Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

### Right of Non-Discrimination

You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

### California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

### Collection Notice

The following is a list of the categories of **personal information** we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the

categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

### Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

### Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

### Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

### Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

### Sale Notice

We have not sold the **personal information** of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors under sixteen years of age without affirmative authorization.

### Disclosure Notice

The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.

- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

- address
- employment history

If you have any questions and/or comments you may contact us:

**Call Us** at our toll free number (866) 241-7373

**Email Us** at [dataprivacy@octitle.com](mailto:dataprivacy@octitle.com)

Mail:

Orange Coast Title

Attn: Privacy Officer

1551 N. Tustin Ave., Ste. 300

Santa Ana, CA 92705

Effective on 1/1/2019

Revised on 12/23/2019



## Property Exhibit

- 1: 4920 Nerrads Place, Sacramento, CA 95838
- 2: 905 North Avenue # 2, Sacramento, CA 95838
- 3: 4929 Nerrads Place, Sacramento, CA 95838
- 4: 4930 Nerrads Place, Sacramento, CA 95838
- 5: 4919 Nerrads Place, Sacramento, CA 95838
- 6: 4909 Nerrads Place, Sacramento, CA 95838
- 7: 911 North Avenue, Sacramento, CA 95838

1. The \_\_\_\_\_ (Name of Trust) is currently in existence and was created on \_\_\_\_\_ (Date of Creation of Trust).
2. The Trust was amended on \_\_\_\_\_ (or enter "No Amendments")
3. The settler(s) of the trust are as follows: \_\_\_\_\_
4. The currently acting trustee(s) of the trust is (are): \_\_\_\_\_
5. The power of the trustee(s) includes:
  - (a) The powers to sell, convey and exchange ☐ YES ☐ NO (check one)
  - (b) The powers to borrow money and encumber the trust property with a deed of trust or mortgage ☐ YES ☐ NO (check one)
6. The trust is: (check the applicable box)
  - (a) **revocable** ☐;
  - (b) **irrevocable** ☐ and the following party (ies), if any, is (are) identified as having the power to revoke the trust: \_\_\_\_\_
7. The trust: (check the applicable box)
  - (a) **does** have multiple trustees ☐;
  - (b) **does not** have multiple trustees ☐; If the trust has multiple trustees, the signatures of all the trustees or of any \_\_\_\_\_ of the trustees is required to exercise the powers of the trust.
8. The trust identification number is as follows: \_\_\_\_\_ (Social Security No./Employee ID)
9. Title to trust assets shall be taken in the following fashion: \_\_\_\_\_

by: \_\_\_\_\_ by: \_\_\_\_\_

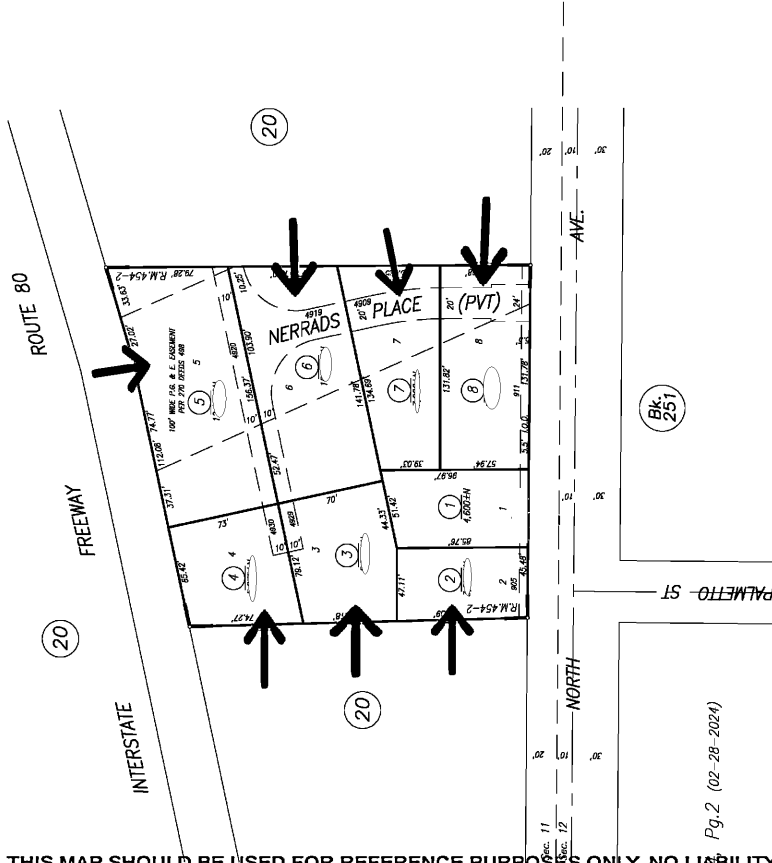
Page 18

DISCLAIMER: ASSessor'S PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND  
DO NOT WARRANT OTHER PARCELS, EASEMENTS OR A VALID BUILDING SITE. THE COUNTY  
OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS  
INFORMATION.

POR. SEC. 11, RANCHO DEL PASO

237-073

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY  
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY  
WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



Nerradscali Subdivision, R.M. Bk. 251, Pg.2 (02-28-2024)

CITY OF SACRAMENTO  
Assessor's Map Bk. 237 Pg. 073  
County of Sacramento, Calif.  
May 21st, 2024