



March 17, 2021

Mr. Sean Rabe
Loomis Town Manager
3665 Taylor Road
Loomis, CA 95650

RE: Hidden Grove Pre-Application Submittal

Dear Mr. Rabe:

StoneBridge Properties, LLC, a subsidiary of Teichert, Inc., is hereby submitting to the Town of Loomis a Senate Bill 330 preliminary application and concept plan for a tentative map on the property depicted on the attached Property Location Exhibit. As you know, this particular property has been the subject of considerable public discussion in Loomis over the last several years—all of which we have sought to review and study carefully. In developing the now submitted concept plan, StoneBridge has attempted to be sensitive to the various concerns which have been expressed over the last few years and has, where it can, been responsive to those concerns. The now submitted concept plan contains the following features which we believe to be consistent with the Town of Loomis General Plan and accordingly consistent with the scope of SB 330.

- .8± Acres of Town Center Commercial located at the corner of Horseshoe Bar Road and Library Drive
- 1.3± Acres of Public/Quasi Public (Park)
- 12.5± Acres of Public Quasi Public (Open Space)
- 6.6± Acres of Residential High Density (20-25 DU/Acre)
- 24.3+ Acres of Residential Medium High Density (6-10 DU/Acre)
- 16.1+ Acres of Residential Medium Density (2-6 DU/Acre)
- Primary circulation system consisting of an extension of Library Drive and connections to Webb Street and King Road with a proposed emergency access at Day Avenue. A reservation to the Town of Loomis for Boyington Road is also included.

We now look forward to discussing our plan with you, your staff, the town council and the public.

As is the case with all of our projects, our intent is to work cooperatively with the town, its residents and other stakeholders. Nonetheless, we are submitting our concept plan and application as a SB 330 request. This submittal accordingly constitutes a “preliminary application” as that term is employed in SB 330 and should be viewed as such. Since the town does not, at least so far as we are aware, currently have an SB 330 application form, we are relying upon the form made available by the California Housing and Community Development Agency. That completed form—consisting of responses to 17 items—is attached along with a conceptual site plan.

Consistent with the provisions of SB 330, we now view the development standards applicable to the property to be vested so long as we file an application which is basically consistent with the submitted concept plan within 180 days. Our intent is to file an actual application, meeting this consistency requirement, within that time period. Once such an application is filed, appropriate CEQA compliance can be undertaken and completed. Then the application can proceed through the hearing process consistent with the timeline provisions contained in SB 330.

Important as we proceed will be the provisions of SB 330 which circumscribe the authority of the town and establishes requirements for housing developers. Those provisions are clearly intended to secure the rapid production of much needed housing throughout California. Key among them is that the town, like virtually every other land use authority in California, can only apply “objective standards” in deciding whether to approve a residential project, subject to very limited exceptions. That being the case, we have examined the Loomis General Plan and zoning code to ascertain the applicable standards to the property under consideration. After you and your staff have had an opportunity to review our preliminary concept plan, we would like to discuss our understanding of those standards with you before proceeding further. An early understanding of what constitutes the applicable “objective standards” should prove useful to us all as we proceed

Finally, let me reiterate our intent to work cooperatively with the Town of Loomis. StoneBridge has a strong track record of community engagement of which we are proud and which has clearly played a key role in the success of our past entitlement efforts. Although SB 330 imposes certain new constraints, we nonetheless remain committed to working with the community in an appropriate manner consistent with the provisions of that act.

Very Truly Yours,



Randall Sater
President, StoneBridge Properties

Cc: Mary Beth Van Voorhis, Town of Loomis
Anders Hauge, Hauge Brueck
Christy Consolini, Hauge Brueck
Mike Isle, StoneBridge Properties
Grant Taylor, StoneBridge Properties
Hillary Johnson, Stonebridge Properties
John M. Taylor, Taylor & Wiley

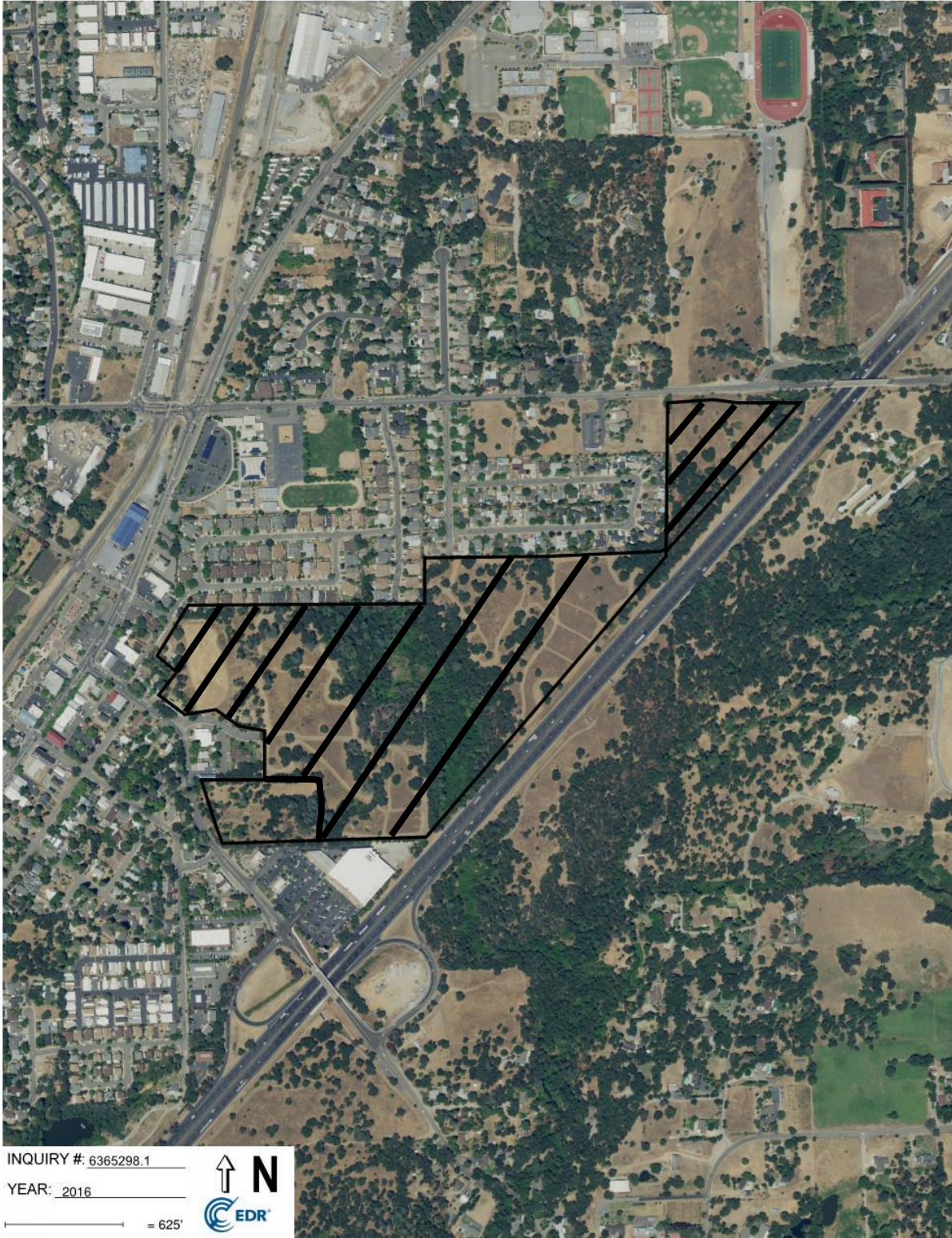
Documents Enclosed:

1. Property Location Exhibit
2. Preliminary Application on HCD's Form
3. Conceptual Site Plan

Preliminary Application Attachments:

- Attachment 1: Address and Property Description
- Attachment 2: Proposed Uses
- Attachment 3: Additional Site Conditions
- Attachment 4: Recorded Public Easements
- Attachment 5: Preliminary Title Report
- Attachment 6: Property Owner Affidavit

Property Location Exhibit



INQUIRY #: 6365298.1

YEAR: 2016

_____ = 625'



HOUSING CRISIS ACT of 2019 – SB 330

PRELIMINARY APPLICATION FORM

PURPOSE

This form serves as the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

Submittal Date Stamp*^{1,2}:

*¹Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

*²Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

SITE INFORMATION

- 1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

Street Address _____ Unit/Space Number _____

Legal Description (Lot, Block, Tract) _____ Attached? YES NO

Assessor Parcel Number(s) _____

- 2. **EXISTING USES** - The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

- 3. **SITE PLAN** - A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

Attached? YES NO

- 4. **ELEVATIONS** - Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

Attached? YES NO

- 5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

a. RESIDENTIAL DWELLING UNIT COUNT:

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

	Number of Units
Market Rate	
Managers Unit(s) – Market Rate	
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
Total No. of Units	
Total No. of Affordable Units	
Total No. of Density Bonus Units	

Other notes on units:

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

	Residential	Nonresidential	Total
Floor Area (Zoning)			
Square Footage of Construction			

7. **PARKING** - The proposed number of parking spaces:

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES NO

If "YES," please describe:

9. **SUBDIVISION** – Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES NO

If “YES,” please describe:

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES NO

If “YES,” please describe:

11. **EXISTING SITE CONDITIONS** – Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

	Occupied Residential Units	Unoccupied Residential Units	Total Residential Units
Existing			
To Be Demolished			

12. **ADDITIONAL SITE CONDITIONS** –

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES NO

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES NO

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES NO

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES NO

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES NO

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES NO

If "YES" to any, please describe:

b. Does the project site contain historic and/or cultural resources?

YES NO

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES NO

If "YES," please describe:

- d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES NO

If "YES," please describe:

- e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES NO

If "YES," please describe and depict in attached site map:

13. COASTAL ZONE - For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

- a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES NO

- b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES NO

- c. A tsunami run-up zone.

YES NO

- d. Use of the site for public access to or along the coast.

YES NO

14. PROJECT TEAM INFORMATION - The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

Applicant's Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Are you in escrow to purchase the property? YES NO

Property Owner of Record Same as applicant Different from applicant

Name (if different from applicant) _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Optional: Agent/Representative Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Optional: Other (Specify Architect, Engineer, CEQA Consultant, etc.) _____

Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Primary Contact for Project: Owner Applicant Agent/Representative Other

See Attachment 6

PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service of process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in _____ which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of _____ for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with _____ within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature _____

Printed Name _____

Date _____

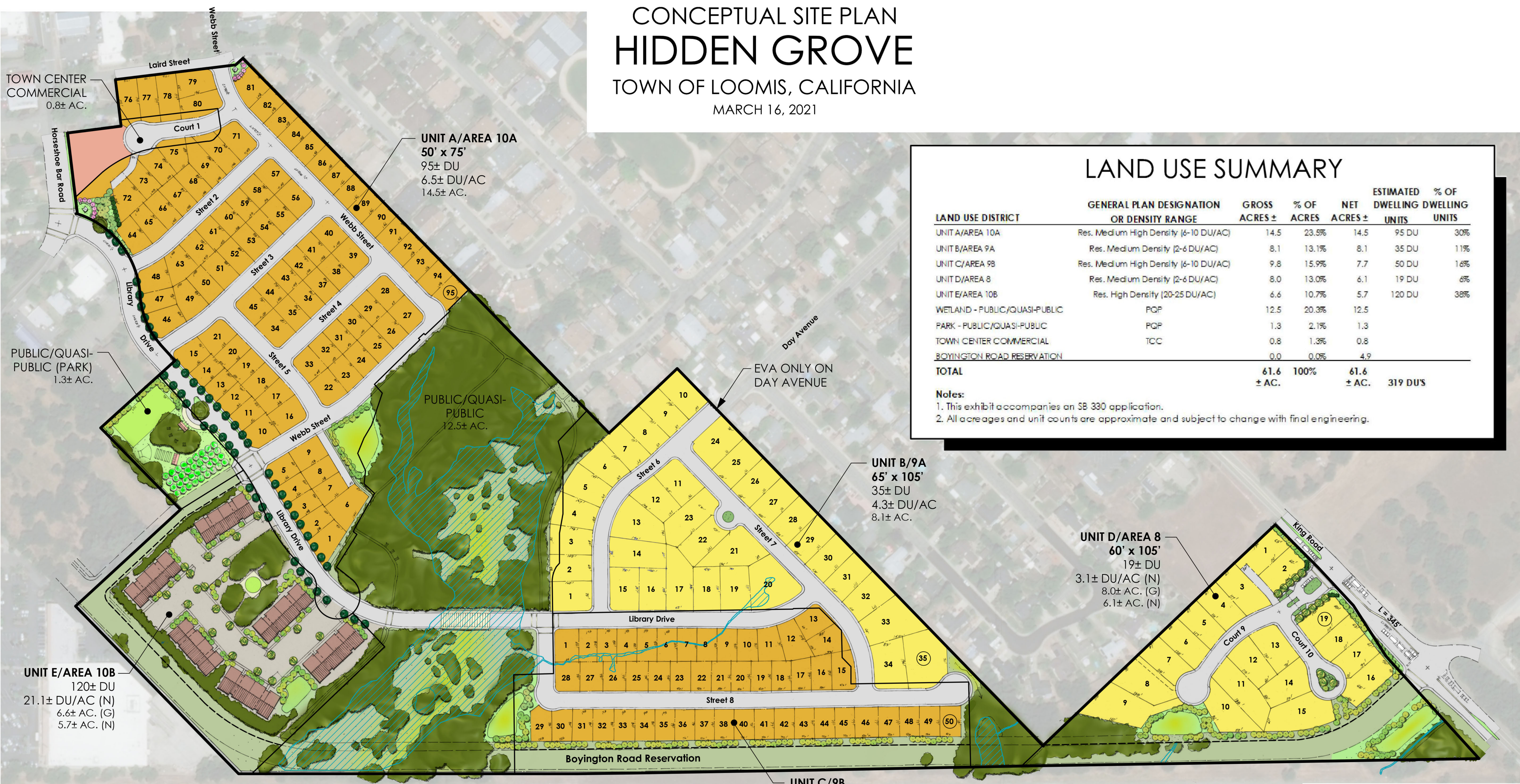
Signature _____

Printed Name _____

Date _____

CONCEPTUAL SITE PLAN HIDDEN GROVE TOWN OF LOOMIS, CALIFORNIA

MARCH 16, 2021



LAND USE SUMMARY

LAND USE DISTRICT	GENERAL PLAN DESIGNATION OR DENSITY RANGE	GROSS ACRES ±	% OF ACRES	NET ACRES ±	ESTIMATED DWELLING UNITS	% OF DWELLING UNITS
UNIT A/AREA 10A	Res. Medium High Density (6-10 DU/AC)	14.5	23.5%	14.5	95 DU	30%
UNIT B/AREA 9A	Res. Medium Density (2-6 DU/AC)	8.1	13.1%	8.1	35 DU	11%
UNIT C/AREA 9B	Res. Medium High Density (6-10 DU/AC)	9.8	15.9%	7.7	50 DU	16%
UNIT D/AREA 8	Res. Medium Density (2-6 DU/AC)	8.0	13.0%	6.1	19 DU	6%
UNIT E/AREA 10B	Res. High Density (20-25 DU/AC)	6.6	10.7%	5.7	120 DU	38%
WETLAND - PUBLIC/QUASI-PUBLIC	POP	12.5	20.3%	12.5		
PARK - PUBLIC/QUASI-PUBLIC	POP	1.3	2.1%	1.3		
TOWN CENTER COMMERCIAL	TCC	0.8	1.3%	0.8		
BOYINGTON ROAD RESERVATION		0.0	0.0%	4.9		
TOTAL		61.6 ± AC.	100%	61.6 ± AC.	319 DU'S	

Notes:
 1. This exhibit accompanies an SB 330 application.
 2. All acreages and unit counts are approximate and subject to change with final engineering.

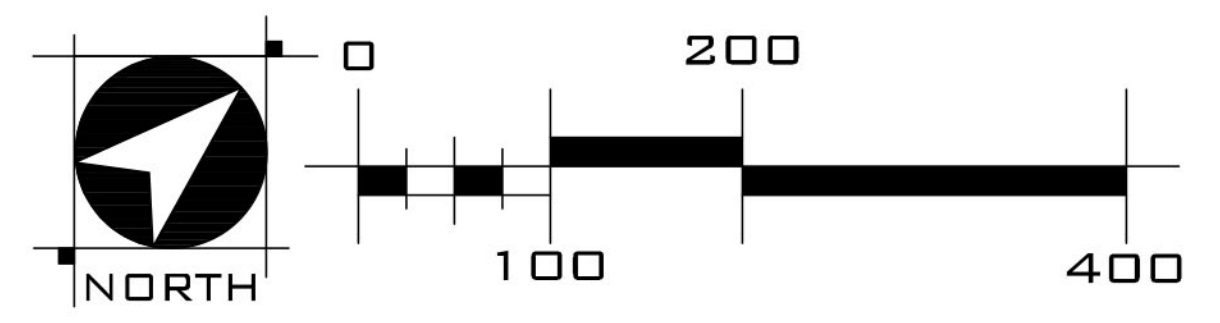
UNIT E/AREA 10B
 120± DU
 21.1± DU/AC (N)
 6.6± AC. (G)
 5.7± AC. (N)

UNIT A/AREA 10A
 50' x 75'
 95± DU
 6.5± DU/AC
 14.5± AC.

UNIT B/9A
 65' x 105'
 35± DU
 4.3± DU/AC
 8.1± AC.

UNIT D/AREA 8
 60' x 105'
 19± DU
 3.1± DU/AC (N)
 8.0± AC. (G)
 6.1± AC. (N)

UNIT C/9B
 50' x 75'
 50± DU
 6.5± DU/AC (N)
 9.8± AC. (G)
 7.7± AC. (N)



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 C St, Bldg. 100-B Sacramento, CA 95816
 Tel 916.341.7760 Fax 916.341.7767

Attachment 1
Address and Property Description

Addresses:

3627 Gates Lane, Loomis, CA 95650
3621 Laird Street, Loomis, CA 95650
5913 Horseshoe Bar Road, Loomis, CA 95650
5901 Horseshoe Bar Road, Loomis, CA 95650
5885 Horseshoe Bar Road, Loomis, CA 95650
5895 Horseshoe Bar Road, Loomis, CA 95650

Legal Description:

Parcel One:

That portion of Northeast ¼ of Section 9 and Northwest ¼ of Section 10, Township 10 North, Range 7 East, M. D. B. & M., included within the land shown and designated as Parcel "D" on Parcel Map No. 72972 filed of record in the Office of the Recorder of Placer County, California on November 16, 1978, in [Book 13 of Parcel Maps, at Page 87](#), Placer County Records.

APN: [043-080-044](#)

Parcel Two:

Beginning at a point on the Easterly line of Laird Street in the Town of Loomis, California, from which point the intersection of the Easterly line of Laird Street with the Northerly line of Pine Street bears South 35° 59' West 135.00 feet, and the quarter corner on the East line of Section 9, Township 11 North, Range 7 East, M. D. B. & M., bears South 7° 48' 20" East 1330.56 feet; and running thence parallel to North line of Pine Street South 53° 28' East 118.00 feet; thence along old fence North 37° 49' East 137.33 feet to East line of Section 9; thence along Section line North 0° 04' West 208.23 feet; thence along the Easterly line of Laird Street South 35° 59' West 304.60 feet to point of beginning.

APN: [044-094-001](#)

Parcel Three:

Lots 6, 7, 8, 9 and 31, as shown on that certain Map entitled "Map of the Laird Addition to the Town of Loomis", filed in the Office of the County Recorder of Placer County, on January 13, 1900, in [Book "A" of Maps, at Page 26](#).

APN: [044-094-005](#), [044-094-006](#) and [044-094-010](#)

Parcel Four:

Lots 10 and 11, according to the Map entitled, "Map of Laird Addition to the Town of Loomis,

Placer County, California", filed January 13, 1900, in [Book "A" of Maps, at Page 26.](#)

APN: [044-094-004](#)

Parcel Five:

That portion of the South 55 acres of the East half of Northwest quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M., that lies West of the Northwest line of the State Highway as established by deed to the State of California, recorded April 25, 1958, in [Book 759 of Official Records, at Page 335.](#)

APN: [043-080-015](#)

Parcel Six:

The North one-half of the Northeast quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M.

Excepting therefrom all those portions described in the following deeds:

Recorded February 25, 1880, in [Book "FF" of Deeds, at Page 628.](#)

Recorded November 24, 1944, in [Book 450, at Page 263, Official Records](#)

Recorded February 26, 1958, in [Book 755, at Page 200, Official Records](#)

Recorded October 21, 1960, in [Book 853, at Page 536, Official Records](#)

Also excepting therefrom all that portion which lies Southerly and Easterly of the Southeasterly right of way of Interstate 80, said Parcel also being bounded on the East by the Westerly boundary

of the Parcel described in [Book 450 at Page 263, Official Records.](#)

Also excepting therefrom any portion thereof lying within the boundaries of King Road.

APN: [043-080-008](#)

Parcel Seven:

A portion of the Northeast quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M.,

acquired by the State of California from Felix M. Smith, et al, by deed recorded August 25, 1958, in

Book 769, at Page 399, Official Records, said portion being all that part of the Westerly 12 feet of

the North half of the Northeast quarter of said Section 10, lying Northerly of the following described

line:

Beginning at a point which bears South 61° 35' 45" West 3771.47 feet from the Northeast quarter of said Section 10, said point also being 95.00 feet Northwesterly, measured at right angles, from the base line at Engineer's Station "A" 386+00.00 of the Department of Public Works' 1955 Survey

from a half mile East of Roseville to 1 mile East of Newcastle Road III-Pla-17-A, Roc.B (the California State Zone II coordinates for said point are X= 2,232-492.93 and Y= 421,281.95);

thence from said point of beginning North 41° 26' 46" East 2234.34 feet to a point that is 134.00

feet Northwesterly, measured at right angles, from said base line at engineer's station "A 408+34.00".

Excepting therefrom all minerals, oils, gases and other hydrocarbons, by whatsoever name known,

that may be within or under said land, without the right to drill, dig or mine through the surface thereof, as reserved by the State of California in the director's deed recorded October 21, 1960 in [Book 853, at Page 536](#), Official Records.

APN: [043-080-007](#)

Attachment 2

Proposed Uses

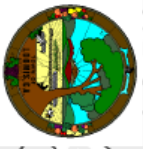
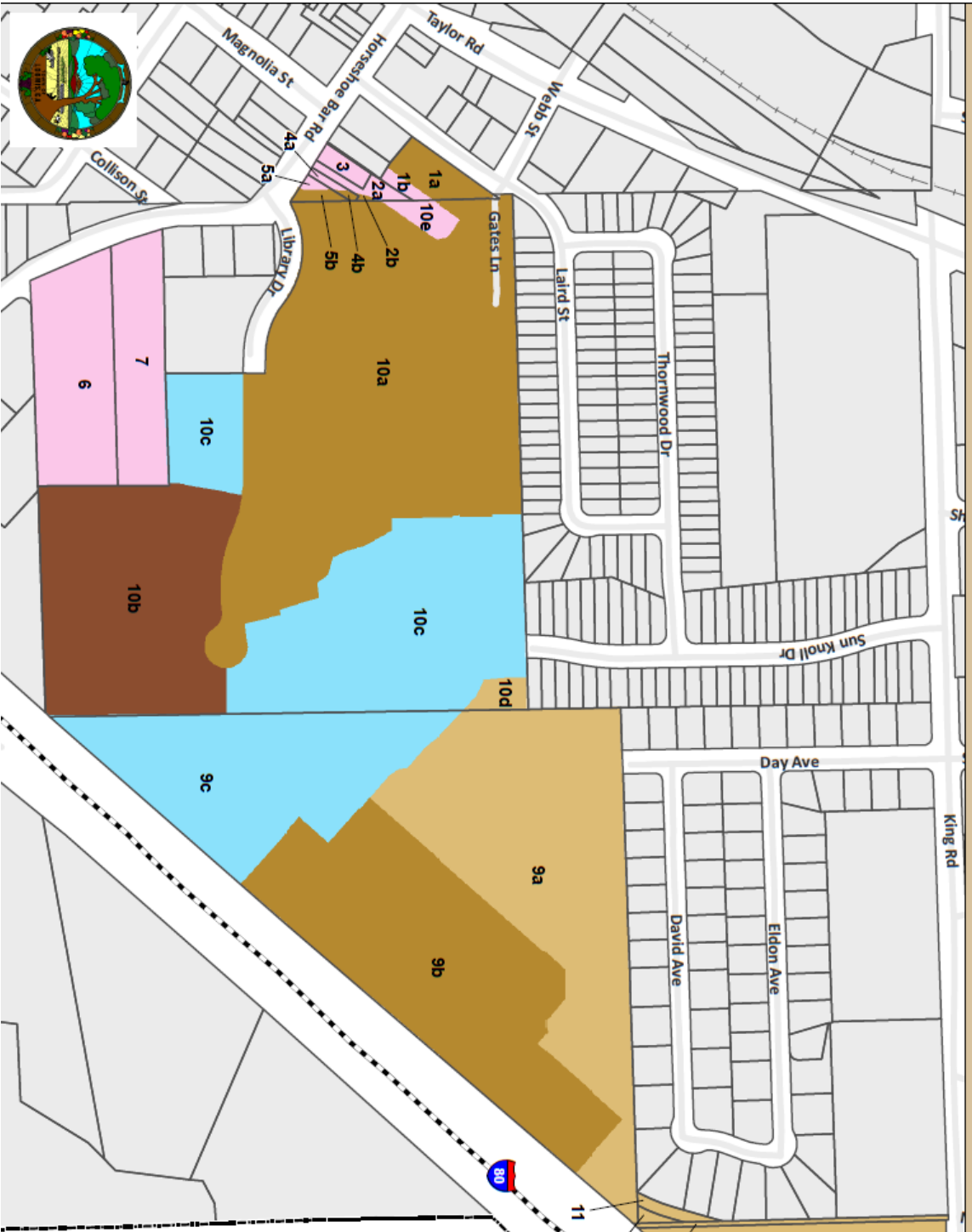
This subdivision project proposes subdivide the Property in a manner that achieves the residential densities set forth in the Town’s current General Plan. The table below summarizes the proposed density and intensity of land uses for each subarea of the property that is identified on the attached Figure 1 (which was previously prepared by the Town of Loomis).

Subarea	General Plan Designation	Zoning	Proposed Land Use
1a	RMH	CG	Single Family Homes @ 6.5 du/ac
1b	TC	CG	Up to 20,900 square feet of commercial uses
2a	TC	GC	Up to 20,900 square feet of commercial uses
2b	RMH	GC	Single Family Homes @ 6.5 du/ac
3	TC	CC	Up to 20,900 square feet of commercial uses
4a	TC	CC	Up to 20,900 square feet of commercial uses
4b	RMH	CC	Single Family Homes @ 6.5 du/ac
5a	TC	CC	Up to 20,900 square feet of commercial uses
5b	RMH	CC	Single Family Homes @ 6.5 du/ac
8	RM	CO	Single Family Homes @ 3.1 du/ac
9a	RM	RS-5	Single Family Homes @ 4.3 du/ac
9b	RMH	RS-5	Single Family Homes @ 6.5 du/ac
9c	P	RS-5	Open Space
10a	RMH	CG	Single Family Homes @ 6.5 du/ac
10b	RH	CG	Multifamily housing @ 21.1 du/ac
10c	P	CG	Park and Open Space
10d	RM	CG	Single Family Homes @ 6.5 du/ac
10e	TC	CG	Up to 20,900 square feet of commercial uses
13	RM	CO	Single Family Homes @ 6.5 du/ac

Notes:

1. *Please see the conceptual site plan for a land use summary with total unit counts.*
2. *All future commercial uses are subject to applicable zoning regulations and buildable area.*

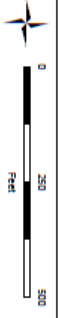
TOWN OF LOOMIS



REFERENDUM PROPERTIES

LEGEND

- Loomis Town Boundary
- Assessor Parcel Boundary
- General Plan Land Use**
- RM - Residential - Medium Density
- RMH - Residential - Medium-High Density
- RH - Residential - High Density
- TC - Town Center Commercial
- P - Public/Quasi-Public



Source: Town of Loomis, Loomis/Parks, & Plover Campy GIS. Map date: October 7, 2018.

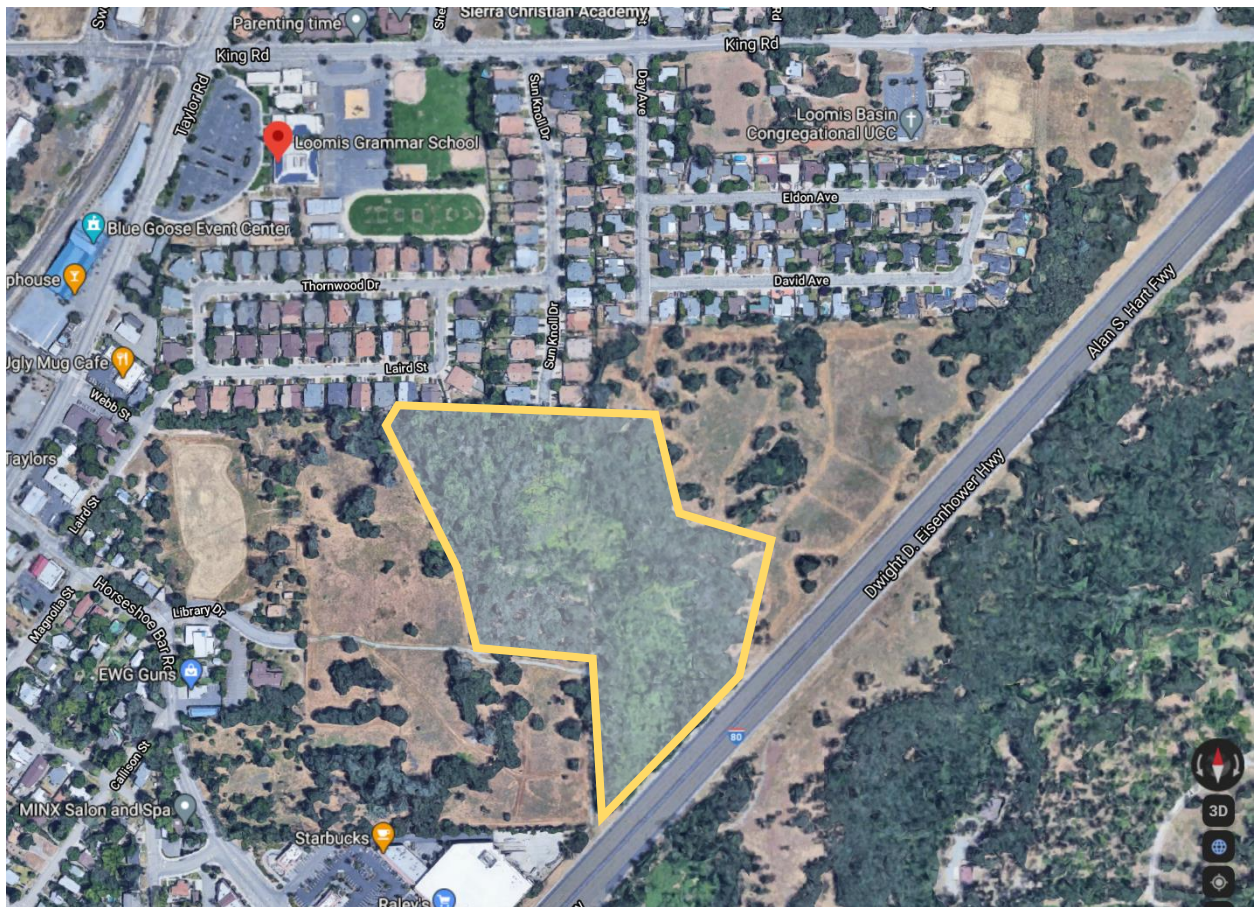
Attachment 3

Additional Site Conditions

Wetlands: The Property contains approximately 6 acres of wetlands.

Flood Zone: A 100-year flood zone exists around the creek the tributary known as Secret Ravine that crosses the middle of the property.

Resources Subject to Streambed Alteration Agreement: The approximate location of the resources subject to a streambed alteration agreement are shown on the aerial photograph below.



Attachment 4

Recorded Public Easements

The preliminary title report attached to this application notes the following public easements:

Exception #	Description
1	Public rights in King Road
2	20' PG&E Easement that was assigned to placer county water agency
3	PG&E Powerline easement
13	Public Sewer easement
14	Public road easement
16	Public road easement
18	5' PG&E easement along Laird Street
19	Public drainage easement
20	Public waterline easement
21	Public waterline easement

Attachment 5

Preliminary Title Report

Begins on the following page

Preliminary Report

Issued For The Sole Use Of:

- Stewart Title – Capitol Mall
- The Village at Loomis LLC
-
-

Escrow No.: CM-15018279-AV

Title No.: 34-255701

Reference: Stonebridge Properties
LLC

When Replying Please Contact:

Attn: [Antigone Vaccaro](#)

Stewart Title of Sacramento

555 Capitol Mall, Suite 545

Sacramento, Ca 95814

Phone (916) 441-4950

Property Address:

3627 Gates Lane, Loomis, CA 95650

3621 Laird Street, Loomis, CA 95650

5913 Horseshoe Bar Road, Loomis, CA 95650

5901 Horseshoe Bar Road, Loomis, CA 95650

5885 Horseshoe Bar Road, Loomis, CA 95650

5895 Horseshoe Bar Road, Loomis, CA 95650

In response to the above reference application for a policy of title insurance, **Stewart Title Guaranty 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 in Schedule **B** 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 of said Policy or Policies are set forth in the attached list. 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. Limitations on covered risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are set forth in Exhibit "B". 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 January 15, 2021 at 7:30 a.m. *Joel Ortiz*

Title Officer
Joel Ortiz /ck

Title No.: 34-255701

Schedule A

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

CLTA STANDARD
ALTA LENDERS

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:

The Village at Loomis, LLC, a California limited liability company

The land referred to in this Report is situated in the State of California, County of Placer, and City of Lincoln, is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Title No.: 34-255701

**Exhibit "A"
Legal Description**

Parcel One:

That portion of Northeast $\frac{1}{4}$ of Section 9 and Northwest $\frac{1}{4}$ of Section 10, Township 10 North, Range 7 East, M. D. B. & M., included within the land shown and designated as Parcel "D" on Parcel Map No. 72972 filed of record in the Office of the Recorder of Placer County, California on November 16, 1978, in [Book 13 of Parcel Maps, at Page 87](#), Placer County Records.

APN: [043-080-044](#)

Parcel Two:

Beginning at a point on the Easterly line of Laird Street in the Town of Loomis, California, from which point the intersection of the Easterly line of Laird Street with the Northerly line of Pine Street bears South $35^{\circ} 59'$ West 135.00 feet, and the quarter corner on the East line of Section 9, Township 11 North, Range 7 East, M. D. B. & M., bears South $7^{\circ} 48' 20''$ East 1330.56 feet; and running thence parallel to North line of Pine Street South $53^{\circ} 28'$ East 118.00 feet; thence along old fence North $37^{\circ} 49'$ East 137.33 feet to East line of Section 9; thence along Section line North $0^{\circ} 04'$ West 208.23 feet; thence along the Easterly line of Laird Street South $35^{\circ} 59'$ West 304.60 feet to point of beginning.

APN: [044-094-001](#)

Parcel Three:

Lots 6, 7, 8, 9 and 31, as shown on that certain Map entitled "Map of the Laird Addition to the Town of Loomis", filed in the Office of the County Recorder of Placer County, on January 13, 1900, in [Book "A" of Maps, at Page 26](#).

APN: [044-094-005, 044-094-006 and 044-094-010](#)

Parcel Four:

Lots 10 and 11, according to the Map entitled, "Map of Laird Addition to the Town of Loomis, Placer County, California", filed January 13, 1900, in [Book "A" of Maps, at Page 26](#).

APN: [044-094-004](#)

Parcel Five:

That portion of the South 55 acres of the East half of Northwest quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M., that lies West of the Northwest line of the State Highway as established by deed to the State of California, recorded April 25, 1958, in [Book 759 of Official Records, at Page 335](#).

APN: [043-080-015](#)

Title No.: 34-255701

Exhibit "A"
Legal Description

Parcel Six:

The North one-half of the Northeast quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M.

Excepting therefrom all those portions described in the following deeds:

Recorded February 25, 1880, in [Book "FF" of Deeds, at Page 628](#).

Recorded November 24, 1944, in [Book 450, at Page 263](#), Official Records

Recorded February 26, 1958, in Book 755, at Page 200, Official Records

Recorded October 21, 1960, in [Book 853, at Page 536](#), Official Records

Also excepting therefrom all that portion which lies Southerly and Easterly of the Southeasterly right of way of Interstate 80, said Parcel also being bounded on the East by the Westerly boundary of the Parcel described in [Book 450 at Page 263](#), Official Records.

Also excepting therefrom any portion thereof lying within the boundaries of King Road.

APN: [043-080-008](#)

Parcel Seven:

A portion of the Northeast quarter of Section 10, Township 11 North, Range 7 East, M. D. B. & M., acquired by the State of California from Felix M. Smith, et al, by deed recorded August 25, 1958, in Book 769, at Page 399, Official Records, said portion being all that part of the Westerly 12 feet of the North half of the Northeast quarter of said Section 10, lying Northerly of the following described line:

Beginning at a point which bears South 61° 35' 45" West 3771.47 feet from the Northeast quarter of said Section 10, said point also being 95.00 feet Northwesterly, measured at right angles, from the base line at Engineer's Station "A" 386+00.00 of the Department of Public Works' 1955 Survey from a half mile East of Roseville to 1 mile East of Newcastle Road III-Pla-17-A, Roc.B (the California State Zone II coordinates for said point are X= 2,232-492.93 and Y= 421,281.95); thence from said point of beginning North 41° 26' 46" East 2234.34 feet to a point that is 134.00 feet Northwesterly, measured at right angles, from said base line at engineer's station "A 408+34.00".

Excepting therefrom all minerals, oils, gases and other hydrocarbons, by whatsoever name known, that may be within or under said land, without the right to drill, dig or mine through the surface thereof, as reserved by the State of California in the director's deed recorded October 21, 1960 in [Book 853, at Page 536](#), Official Records.

Apn: [043-080-007](#)

Schedule B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

- A. Taxes for the Fiscal Year 2021-2022, a lien not yet due or payable.
- B. General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1 st Installment \$12,038.39	Paid
2 nd Installment \$12,038.39	Open - Due February 1, 2021
	Delinquent April 10, 2021

Parcel No. 043-080-044	Code Area 006-018	Land \$2,230,000.00
Improvements \$0.00		

Included in the above installments is the amount of \$5.74, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$59.02, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1 st Installment \$2,297.78	Paid
2 nd Installment \$2,297.78	Open - Due February 1, 2021
	Delinquent April 10, 2021

Parcel No. 044-094-001	Code Area 006-018	Land \$200,000.00
Improvements \$80,200.00		

Included in the above installments is the amount of \$30.96, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$228.20, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$350.16, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

Included in the above installments is the amount of \$985.60, for the South Placer Municipal Utility District Delinquent Charges.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1st Installment \$209.21

Paid

2nd Installment \$209.21

Open - Due February 1, 2021

Delinquent April 10, 2021

Parcel No. 044-094-005
Improvements \$5,000.00

Code Area 006-018

Land \$15,000.00

Included in the above installments is the amount of \$30.96, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$59.02, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1st Installment \$583.28

Paid

2nd Installment \$583.28

Open - Due February 1, 2021

Delinquent April 10, 2021

Parcel No. 044-094-006
Improvements \$0.00

Code Area 006-018

Land \$65,000.00

Included in the above installments is the amount of \$5.74, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$350.16, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1st Installment \$1,722.97

Paid

2nd Installment \$1,722.97

Open - Due February 1, 2021

Delinquent April 10, 2021

Parcel No. 044-094-010
Improvements \$60,000.00

Code Area 006-018

Land \$180,000.00

Included in the above installments is the amount of \$30.96, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$236.12, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

Included in the above installments is the amount of \$492.80, for the South Placer Municipal Utility District Delinquent Charges.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1 st Installment \$2,019.79	Paid
2 nd Installment \$2,019.79	Open - Due February 1, 2021
	Delinquent April 10, 2021

Parcel No. 044-094-004	Code Area 006-018	Land \$55,000.00
Improvements \$225,000.00		

Included in the above installments is the amount of \$25.42, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$286.18, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

Included in the above installments is the amount of \$613.24, for the South Placer Municipal Utility District Delinquent Charges.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1 st Installment \$4,563.59	Paid
2 nd Installment \$4,563.59	Open - Due February 1, 2021
	Delinquent April 10, 2021

Parcel No. 043-080-015	Code Area 006-018	Land \$835,000.00
Improvements \$0.00		

Included in the above installments is the amount of \$5.74, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$59.02, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

- General and Special Taxes for the Fiscal Year 2020-2021, and any assessments and charges collected therewith,

1 st Installment \$3,840.22	Paid
2 nd Installment \$3,840.22	Open - Due February 1, 2021
	Delinquent April 10, 2021

Parcel No. 043-080-008	Code Area 006-018	Land \$700,000.00
Improvements \$0.00		

Included in the above installments is the amount of \$5.74, for Placer County Mosquito Abatement.

Included in the above installments is the amount of \$114.10, for the Loomis Fire District Suppression Fee.

Included in the above installments is the amount of \$59.02, for the Loomis Fire Protection District Fire & Emergency Services Assessment.

- Taxes for the 2020-2021 tax year were not assessed for Apn: 043-080-007 at this time.

- C. Supplemental Taxes, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, for the Fiscal Year 2109.
Supplemental Bill No. 990-418-693-000

1st Installment \$117.87	Paid
2nd Installment \$117.87	Open - Delinquent 04/30/21

Apn: 044-094-001

- Supplemental Taxes, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, for the Fiscal Year 2019.
Supplemental Bill No. 990-418-697-000

1st Installment \$329.92	Paid
2nd Installment \$329.92	Open - Delinquent 04/30/21

Apn: 044-094-010

- Supplemental Taxes, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, for the Fiscal Year 2019.
Supplemental Bill No. 990-418-694-000

1st Installment \$180.78 Paid
2nd Installment \$180.78 Open - Delinquent 04/30/21

Apn: 044-094-004

- D. Said land lies within the boundaries of the Placer County Mosquito Abatement, and is subject to assessments or charges levied thereby. Which amounts are collected with county taxes. Amounts may be obtained by contacting said district at (800) 273-5167.

- E. Said land lies within the boundaries of the Loomis Fire District Suppression Fee and is subject to any bonds, assessments, charges and bills of said district, which amounts are collected with county taxes. Amounts may be obtained by contacting said district at (916) 652-6813.

- F. Said land lies within the boundaries of the Loomis Fire Protection District Fire & Emergency Service Assessment, and is subject to any bonds, assessments, charges and bills of said district, which amounts are collected with county taxes. Amounts may be obtained by contacting said district at (800) 273-5167.

- G. Said land lies within the boundaries of the South Placer Municipal Utility District Delinquent Charges and is subject to assessments or charges levied thereby. Which amounts are collected with county taxes. Amounts may be obtained by contacting said district at (916) 652-5877.

- H. Sewer Service Charges, Taxes or Assessments levied by South Placer Municipal Utility District, Presently Due and Payable, but not yet a lien. Call South Placer Municipal Utility District, (916) 786-8555.

- I. Any amounts owing to Recology Auburn Placer for yard waste, recycling, and garbage collection services in Rocklin, Auburn, Colfax, Town of Loomis, Granite Bay, Newcastle, Foresthill, and Meadow Vista. Amounts may be obtained by contacting Laura Bandanza at (530) 885-3735.

- J. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5, Revenue and Taxation Code, Section 75 et seq.

- 1. Rights of the public and of the County of Placer, as to that portion of the herein described property lying within King Road, a public road.

Exceptions (Continued....)

Title No. : 34-255701

2. An easement over said land for pipeline, aqueduct and incidental purposes, as granted to Pacific Gas and Electric Company, in deed recorded August 11, 1923, as [book 208, page 32, of deeds.](#)

Affects: A strip of land 20 feet wide as shown on Parcel Map No. 72972 filed in the Office of the Recorder of Placer County, California on November 16, 1978, in [Book 13 of Parcel Maps, at Page 87.](#)

The interest of Pacific Gas and Electric Company was assigned to Placer County Water Agency by instrument, recorded October 24, 1968, [Book 1220, Page 631](#), Official Records.

3. An easement over said land for a single line of poles, wires, appurtenant fixtures and incidental purposes, as granted to Pacific Gas and Electric Company, in deed recorded February 1, 1937, [Book 360 Page 483](#), Official Records.

Affects: Parcel Seven

4. An easement over said land for road, water system and incidental purposes, as reserved by Hoo Suey Quong, in deed recorded December 4, 1952, [Book 619 Page 311](#), Official Records.

Affects: Parcel Seven

5. Lack of Abutters Rights in and to the freeway or highway adjacent to said property, said rights having been released and relinquished by deed to the State of California, recorded February 28, 1958, [Book 755 Page 200](#), Official Records.

Affects Parcel Six

6. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded February 28, 1958, [Book 755 Page 200](#), Official Records.

Affects Parcel Six

7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded April 25, 1958, as [Book 759, Page 335](#), Official Records.

Affects Parcel Five

Exceptions (Continued....)

Title No. : 34-255701

8. Lack of abutters rights in and to the freeway or highway adjacent to said property, said rights having been released and relinquished by deed to the State of California, recorded April 25, 1958, [Book 759, Page 335](#), Official Records.

Affects Parcel Five

9. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded August 26, 1958, [Book 769 Page 401](#), Official Records.

Affects Parcel Seven

10. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been severed from said land by the instrument, recorded November 14, 1958, [Book 777, Page 293](#), Official Records.

Affects Parcel One

11. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded November 14, 1958, as [Book 777, Page 293](#), Official Records.

Affects Parcel One

12. Lack of Abutters Rights in and to the freeway or highway adjacent to said property, said rights having been released and relinquished by deed to the State of California, recorded October 21, 1960, [Book 853 Page 536](#), Official Records.

Affects Parcel Seven

13. An easement over said land for sewer lines and incidental purposes, as granted to Rocklin-Loomis Municipal Utility District, in deed recorded January 10, 1967, as [Book 1140, page 322](#), Official Records.

Affects: A strip of land 10 feet wide as shown on the parcel map referred to in Parcel One herein

14. An easement over said land for road, utility rights and incidental purposes, as granted to the County of Placer, in deed recorded December 3, 1976, [Book 1787 Page 43](#), Official Records.

Affects: The exact location is not disclosed of record.

Exceptions (Continued....)

Title No. : 34-255701

15. An easement for the purpose shown below and rights incidental thereto, as shown or as offered for dedication on the filed map shown below.

Parcel Map: [13 PM 87](#)

Easement Purpose - Fenceline not located on boundary lines
Affects - the Easterly portion and the Southerly portion

16. An easement over said land for road, utility and incidental purposes, as granted to the County of Placer, in deed recorded November 16, 1978, as [Book 2051, Page 452](#), Official Records.

Affects: The exact location is not disclosed of record.

Affects Parcel One

17. An easement over said land for road and incidental purposes, as granted to Lester N. Meinzer, et al, in deed recorded December 28, 1978, as [Book 2067, Page 368](#), Official Records.

Affects: A Northwesterly portion of Parcel One

18. An easement over said land for utilities and incidental purposes, as granted to Pacific Gas and Electric Company, in deed recorded September 06, 1984, in [Book 2730, at Page 330](#), Official Records.

Affects: The Northwesterly 5 feet of Parcel Two

19. An easement over said land for drainage and incidental purposes, as granted to the County of Placer, in deed recorded December 11, 1984, in [Book 2759, at Page 754](#), Official Records.

Affects: Northerly portions of Parcel One

20. An easement over said land for pipeline, appurtenant facilities and incidental purposes, as granted to Placer County Water Agency, in deed recorded January 24, 1990, [Book 3814 Page 103](#), Official Records.

Affects: Parcel Seven

21. An easement over said land for pipeline, appurtenant facilities and incidental purposes, as granted to Placer County Water Agency, in deed recorded January 24, 1990, [Book 3814 Page 108](#), Official Records.

Affects: Parcel Six

Exceptions (Continued....)

Title No. : 34-255701

22. Deed of Trust to secure an indebtedness of \$4,250,000.00, dated June 5, 2015, recorded June 9, 2015, [Series No. 2015-0048373](#), Official Records.

Trustor: The Village at Loomis, LLC, a California limited liability company
Trustee: Placer Title Company, a California corporation
Beneficiary: NCN Lending, LLC, a Missouri limited liability company
Loan No.: (None Shown)

23. The terms, conditions and provisions as contained in the document entitled "Consent To Transfer", executed by Taylor Road Property, Inc. a California corporation, dated January 22, 2014, recorded January 29, 2014, as [Series No. 2014-0006140](#), Official Records.

Said Agreement was subordinated to the lien of the Deed of Trust recorded June 9, 2015, [Series No. 2015-0048373](#), Official Records, by instrument recorded June 9, 2015, as [Series No. 2015-0048374](#), Official Records.

24. A Financing Statement recorded in the office of the County Recorder, showing The Village at Loomis, LLC, a California limited liability company, as Debtor, and NCN Lending, LLC, a Missouri limited liability company, as Secured Party, recorded June 9, 2015, Series No. [2015-0048375](#), Official Records.

25. Terms, conditions and provisions contained in the Notice of Discontinuance of Obligation to Serve, recorded September 14, 2018, as [Series No. 2018-0066685](#), Official Records.

Affects Parcel One

26. The legal description contained herein makes reference to a specific acreage amount. No assurance is afforded that the herein described property contains such acreage.

27. The effect of a Grant Deed in Lieu of Foreclosure between The Village at Loomis, LLC, a California limited liability company, as Grantor and NCN Loomis REO, LLC, a California limited liability company, as Grantee recorded October 22, 2019, [Series No. 2019-0082678](#), Official Records.

28. Any rights of Parties-in-Possession of said land based upon an unrecorded Lease, agreement or contract.

This Company will require that we be furnished copies and a list of all existing leases on the property herein described and any amendments thereto for our review and examination.

Exceptions (Continued....)

Title No. : 34-255701

29. Prior to the issuance of any policy of title insurance, the company will require the following with respect to The Village at Loomis, LLC, a California limited liability company:
 1. A copy of its operating agreement and any amendments thereto must be submitted to the Company for review.
 2. A certified copy of its articles of organization (LLC-1), any certificate of correction (LLC-11), certificated of amendment (LLC-2), or restatement of articles of organization (LLC-10), must be submitted to the Company for review.

According to those public records which under the recording laws impart constructive notice to the title to the land described herein, the following matters constitute the chain of title for the thirty-six month period preceding the dated hereof:

None

Note: California "Good Funds" Law Effective January 1, 1990, California Insurance Code Section 12413.1 (Chapter 598, Statutes OF 1989), Prohibits A Title Company From Disbursing Funds From An Escrow Or Sub-Escrow Account, (Except For Funds Deposited By **Wire Transfer, Electronic Payment Or Cash**) Until The Day These Funds Are Made Available To The Depositor Pursuant To Part 229 Of Title 12 Of The Code Of Federal Regulations, (Reg. CC). items such as cashier's, certified or teller's checks may be available for disbursement on the business day following the business day of deposit: however, other forms of deposits may cause extended delays in closing the escrow or sub-escrow.

"Stewart Title Of Placer Will Not Be Responsible For Accruals Of Interest Or Other Charges Resulting From Compliance With The Disbursement Restrictions Imposed By State Law".

Note: If an ALTA residential owner's policy is requested and if the property described above is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

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

Lenders Supplemental Report

This 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 American Land Title Association Loan Form Policy as follows:

- () ALTA inspection report to follow.
- () A physical inspection has been made and no survey will be required. Our ALTA Policy when issued will include Endorsement No. 116.
- (X) Said land is also known as

3627 Gates Lane, Loomis, CA 95650

5913 Horseshoe Bar Road, Loomis, CA 95650

885 Horseshoe Bar Road, Loomis, CA 95650

3621 Laird Street, Loomis, CA 95650

5901 Horseshoe Bar Road, Loomis, CA 95650

5895 Horseshoe Bar Road, Loomis, CA 95650

State of California, City of Lincoln, County of Placer.

Exhibit "B"

CLTA PRELIMINARY REPORT FORM LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof. not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building; b. 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 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 or \$ <u>2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18:	1% of Policy Amount or \$ <u>5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19:	1% of Policy Amount or \$ <u>5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21:	1% of Policy Amount or \$ <u>2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**AMERICAN LAND TITLE ASSOCIATION
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:

1. 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 protectionThis 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.
2. 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
3. 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
4. Failure to pay value for your title
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risk.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.

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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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, which are 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.

2006 ALTA LOAN POLICY (06/17106) 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 I (a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion I (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

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 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.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/11/92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or 0 fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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, which are 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.

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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion I (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 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) 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 title 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 in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

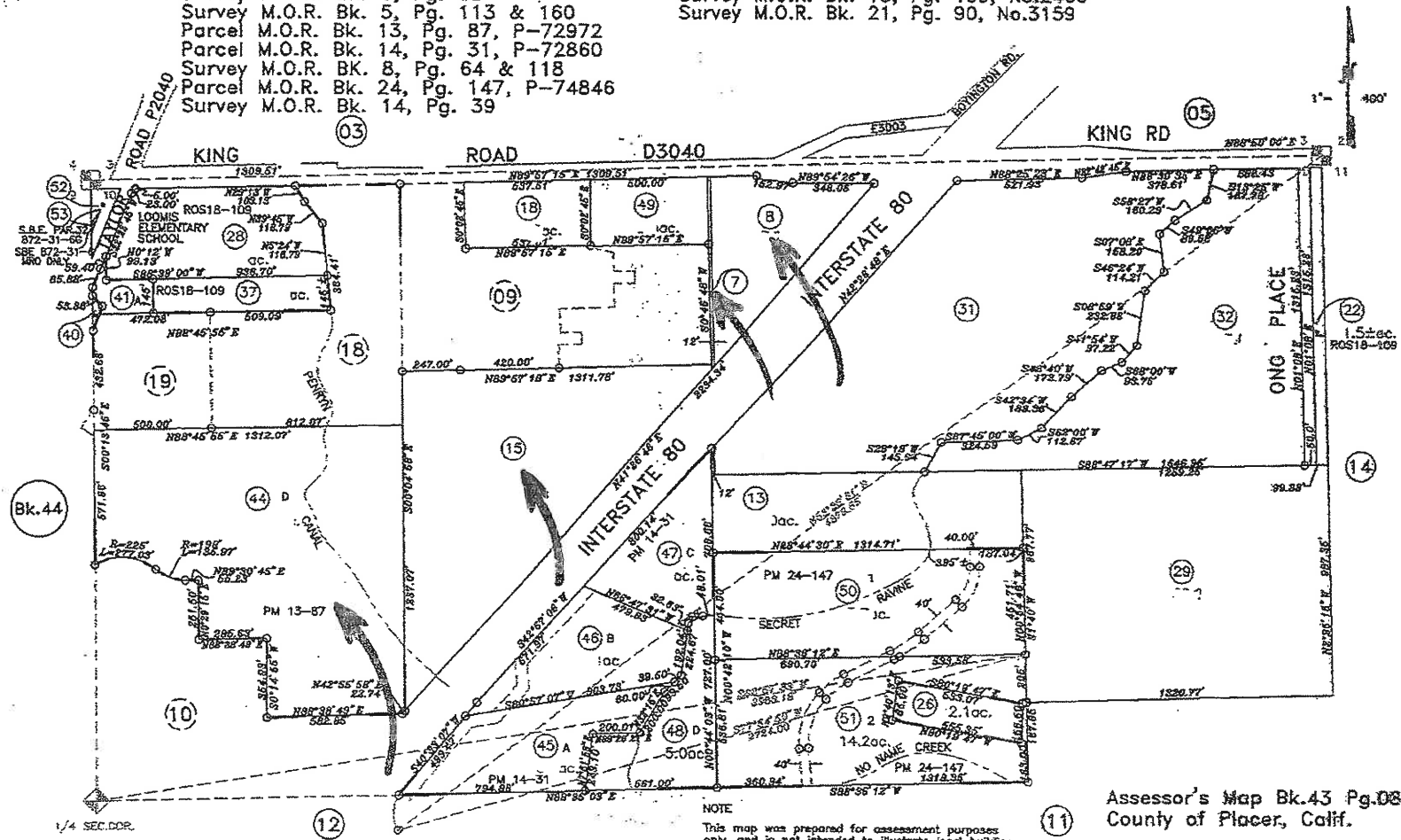
"IMPORTANT: This plot is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings, or acreage."

POR. N. 1/2 SEC. 10, T.11N., R.7E., M.D.B.&M.

43-08

Survey M.O.R. Bk. 1, Pg. 65
 Survey M.O.R. Bk. 5, Pg. 113 & 160
 Parcel M.O.R. Bk. 13, Pg. 87, P-72972
 Parcel M.O.R. Bk. 14, Pg. 31, P-72860
 Survey M.O.R. Bk. 8, Pg. 64 & 118
 Parcel M.O.R. Bk. 24, Pg. 147, P-74846
 Survey M.O.R. Bk. 14, Pg. 39

Survey M.O.R. Bk. 18, Pg. 109, No.2466
 Survey M.O.R. Bk. 21, Pg. 90, No.3159



02-19-2009
 04-22-2004 GHM
 Page Drawn Per Basemap Information

NOTE
 All distances on curved lines are chord measurements.

NOTE
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.43 Pg.08
 County of Placer, Calif.

NOTE
 Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

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

POR. N. 1/2 SEC.9, T.11N., R.7E., M.D.B. & M.
 Laird Addition M.O.R. Bk.A, Pg.26
 Survey M.O.R. Bk.8, Pg.69

44-09

IMPORTANT: This map is not a survey. It is merely furnished as a convenience to locate the land in relation to a nearby square and other lands and not to guarantee any dimensions, distances, bearings, or acreage.

THIS MAP IS NOT A SURVEY. IT IS MERELY FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJACENT SQUARES AND OTHER LANDS AND NOT TO GUARANTEE ANY DIMENSIONS, DISTANCES, BEARINGS, OR ACREAGE.



NOTE
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.44 Pg.09
 County of Placer, Calif.

NOTE
 Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

02-02-2015 ALS/gsm
 Page Reclaim

NOTE
 All distances on curved lines are chord measurements.

Attachment 6

Property Owner Affidavit

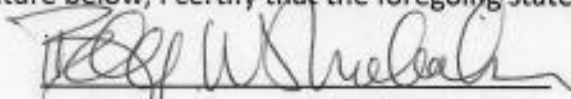
Begins on the following page

NCN Loomis REO, LLC
25587 Conifer Rd., Suite 105-615
Conifer, CO 80433

March 12, 2021

1. I hereby certify that I am the owner of record of the herein previously described property located in the Town of Loomis, CA which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of the Town of Loomis for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with the Town of Loomis within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature



Printed Name

Bradley W Nicholson

Date

3/12/21

**OPERATING AGREEMENT
OF
NCN LOOMIS REO, LLC**

This Operating Agreement (this "**Agreement**") of NCN Loomis REO, LLC, a California limited liability company (the "**Company**"), is made effective as of September 19, 2019, by NCN LENDING, LLC, a Missouri limited liability company (the "**Member**"), as sole member of the Company and BRADLEY W. NICHOLSON, as manager of the Company ("**Manager**").

RECITALS

WHEREAS, the Member caused the Company to be formed pursuant to the provisions of the (California) Beverly-Killea Limited Liability Company Act as set forth in Title 2.5 (commencing with Section 17000) of the Corporations Code of the State of California (the "**Act**"); and

WHEREAS, the Member, as sole member of the Company, desires to enter into this Agreement to define formally the terms of such limited liability company and the Member's rights and obligations with respect thereto.

AGREEMENT

NOW, THEREFORE, the Member, as sole member of the Company, hereby agrees as follows:

1. **Name.** The name of the Company is NCN Loomis REO, LLC.
2. **Purpose and Business.** The purpose and business of the Company shall be to transact any business allowed by law. The Company shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to, or convenient for furtherance and accomplishment of such purpose.
3. **Principal Office and Known Place of Business.** The principal office and known place of business of the Company shall be located at 25587 Conifer Road, Suite 105-615, Conifer, CO 80433, or at such other place as the Member from time to time shall determine.
4. **Management.** Management of the Company is reserved to the Manager. Each Manager, acting alone is, authorized, empowered and directed to execute and deliver all agreements, instruments, certificates or other documents as may be deemed reasonably necessary or appropriate, in furtherance of or in connection with the business of the Company.
5. **Term; Dissolution.** The term of the Company commenced upon the filing of the Articles of Organization of the Company. The Company shall be dissolved upon the first to occur of the following: (a) the Member filing a written notice of winding up, (b) the sale of all or substantially all of the assets of the Company and the distribution to the Member of the proceeds thereof or (c) any other event that requires or causes dissolution of the Company under the Act.
6. **Capital Contributions.** The Member may make capital contributions to the Company at such times and in such amounts as it determines, but shall not be required to make any

capital contributions to the Company.

7. **Tax Matters.** At any time in which the Company has only one Member, the following shall apply for federal income tax purposes and relevant state and local income tax purposes, but only for such purposes: (a) in accordance with Section 301.7701-3 of the Income Tax Regulations, the Company shall be disregarded as an entity separate from the Member; (b) all items of income, gain, loss, deduction and credit of the Company shall be treated as recognized directly by the Member; and (c) the assets and liabilities of the Company shall be treated as the assets and liabilities of the Member. During any period in which the Company has more than one member, the Company shall be treated as a partnership for federal income tax purposes and relevant state and local income tax purposes, but shall not be treated as a partnership for any other purpose.

8. **Distributions.** Distributions shall be made to the Member at such times and in such amounts as determined by the Member.

9. **Assignments.** The Member may assign in whole or in part its limited liability company interest in the Company.

10. **Admission of Additional Members.** Additional members may be admitted at any time with the consent of the Member. Upon the admission of one or more additional members, this Agreement shall be amended to reflect the agreement of the parties at that time.

11. **Liability of Member.** The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required under the Act.

12. **Amendment.** This Agreement may be amended from time to time with the written consent of the Member.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

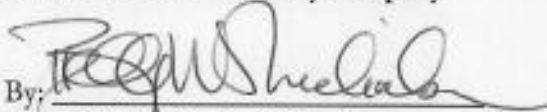
14. **No Third Party Rights.** None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on the date first above written.

MEMBER:

NCN LENDING, LLC,
a Missouri limited liability company

By: 

Print Name: Bradley Nicholson

Title: Managing Member

MANAGER:


BRADLEY W. NICHOLSON