



**PRELIMINARY REPORT**

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

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

*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.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.*

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

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

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



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**ISSUING OFFICE:** 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
2220 Douglas Blvd., Suite 190 • Roseville, CA 95661  
(916)774-7090 • FAX (916)797-2484

***Another Prompt Delivery From Chicago Title Company Title Department  
Where Local Experience And Expertise Make A Difference***

**PRELIMINARY REPORT**

Title Officer: Jeff VanValer  
Email: [jvanvaler@fnf.com](mailto:jvanvaler@fnf.com)  
Title No.: FSJP-6061801231-JV

Escrow Officer: Julie Pickard  
Email: [julie.pickard@ctt.com](mailto:julie.pickard@ctt.com)  
Escrow No.: FSJP-6061801231 -JP

TO: MIMA CAPITAL, LLC

Attn:

**PROPERTY ADDRESS(ES):** Vacant Lands - APN's - 030-100-013-000; 030-100-014-000; 030-100-021-000;  
030-100-022-000; 030-100-024-000; 030-110-008-000; 030-110-009-000;  
030-110-010-000 & 030-110-013-000, Loomis, CA

**EFFECTIVE DATE: July 3, 2018 at 07:30 AM**

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

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee as to Parcels One, Two, Three, Four, Five, Six, Seven, Eight and Nine and Ten-A, and Easements Ten-B, Ten-C and Ten-D

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Mima Capital, LLC, a California limited liability company, as to Parcels One, Two, Three, Four and Six;

John Burrell Lusk, Trustee of the Lusk Family Trust, established December 17, 1996, as to Parcel Five;

Edwin A. Kauppila, a married man as his sole and separate property, as to Parcel Seven; and

Raymond L. Miller and Alina M. Miller as Co-Trustees of the Raymond L. and Alina M. Miller Family Trust established January 16, 2012, as to Parcel Eight and Ten:

David Ficker, Trustee of The Kathleen Wykoff Family Trust U/T/A April 10, 2010, SUBJECT to item 26 shown herein, as to Parcel Nine;

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 030-100-013-000, 030-100-014-000, 030-100-021-000, 030-100-022-000,  
030-100-024-000, 030-110-008-000, 030-110-009-000, 030-110-010-000,  
030-110-011-000 and 030-110-013-000**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOOMIS, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

LOT 47 OF "V.S. MCCLATCHY'S SUBDIVISION OF THE W. 1/2 OF THE S.E. 1/4 OF SEC. 8, T. 11 N., R. 7 E., IN THE PLACER COUNTY CITRUS COLONY", AS SHOWN ON THE MAP THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA ON JANUARY 31, 1896 IN BOOK A OF MAPS AT PAGE 29.

**PARCEL TWO:**

LOTS 50, 58, AND 63, AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "V. S. MCCLATCHY'S SUBDIVISION OF THE W 1/2 OF THE SE 1/4 OF SEC. 8, T. 11 N., R. 7 E., IN THE PLACER COUNTY CITRUS COLONY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON JANUARY 31, 1896, IN BOOK "A" OF MAPS, AT PAGE 29.

**PARCEL THREE:**

THE SOUTH 42 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M., THENCE WEST A DISTANCE OF 1330.0 FEET THENCE NORTH A DISTANCE OF 754.3 FEET; THENCE SOUTH 85° 55' EAST A DISTANCE OF 1321.8 FEET TO A POINT IN THE CENTER OF THE ROAD; THENCE SOUTH 1° 00' EAST ALONG THE CENTER OF THE ROAD A DISTANCE OF 660.3 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF THE SOUTH 42 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M., DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID 42 ACRES AND RUNNING WEST ALONG THE NORTH LINE OF THE 42 ACRE TRACT 147.58 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SECTION 8 A DISTANCE OF 147.58 FEET; THENCE EAST AND PARALLEL WITH THE FIRST COURSE; 147.58 FEET TO THE EAST LINE OF SECTION 8; THENCE NORTH ALONG THE SECTION LINE 147.58 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.&M., PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 8, FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS SOUTH 1° 00' EAST 660.3 FEET; THENCE NORTH 85° 55' WEST 300.00 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SECTION 8, A DISTANCE OF 145.0 FEET; THENCE SOUTH 85° 55' EAST 300.00 FEET TO THE EAST LINE OF SECTION 8; THENCE ALONG SAID EAST LINE SOUTH 145.0 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "A"**  
Legal Description  
(continued)

**PARCEL FOUR:**

LOTS 42 AND 59, (SOMETIMES DESIGNATED AS LOT 39), AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "V. S. MCCLATCHY'S SUBDIVISION OF THE W ½ OF THE SE ¼ OF SEC. 8, T. 11 N., R. 7 E., IN THE PLACER COUNTY CITRUS COLONY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON JANUARY 31, 1896, IN BOOK "A" OF MAPS, AT PAGE 29.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 59 (SOMETIMES DESIGNATED AS LOT 39), LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF PARCEL NO. 1 DESCRIBED IN THE DEED TO THE COUNTY OF PLACER, RECORDED AUGUST 2, 1967, IN BOOK 1163, OF OFFICIAL RECORDS, AT PAGE 247, PLACER COUNTY RECORDS.

APN'S: 030-100-013-000; 030-110-010-000; 030-110-011-000 & 030-110-013-000

**PARCEL FIVE:**

PARCEL A, AS SHOWN ON "PARCEL MAP NO. P-74430", FILED AUGUST 14, 1989, IN BOOK 21 OF PARCEL MAPS, AT PAGE 29, PLACER COUNTY RECORDS.

APN: 030-100-021-000

**PARCEL SIX:**

PARCEL B, AS SHOWN ON "PARCEL MAP NO. P-74430", FILED AUGUST 14, 1989, IN BOOK 21 OF PARCEL MAPS, AT PAGE 29, PLACER COUNTY RECORDS.

APN: 030-100-022-000

**PARCEL SEVEN:**

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM, THE NORTH 38 ACRES OF SAID TRACT AS CONVEYED TO WILLIAM SNYDER, BY DEED DATED JUNE 27, 1887.

ALSO EXCEPTING THEREFROM, THE SOUTH 42 ACRES OF SAID TRACT AS CONVEYED TO FRANK TULL, BY DEED DATED FEBRUARY 9, 1891.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST. M.D.B.& M., CONTAINING WITHIN THE FOLLOWING DESCRIBED COURSES:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 1,286.32 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE FROM THE POINT OF BEGINNING ALONG A LINE RUNNING SOUTH 89° 46' 43" WEST A DISTANCE OF 147.58 FEET; THENCE FROM SAID POINT ALONG A LINE RUNNING NORTH 01° 17' 27" WEST A DISTANCE OF APPROXIMATELY 147.58 FEET TO A POINT WHICH INTERSECTS THE SOUTH LINE OF THE NORTH 38 ACRES OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE FROM SAID POINT GENERALLY EAST ALONG THE SOUTH LINE OF SAID NORTH 38 ACRES TO A POINT WHICH INTERSECTS THE EAST LINE

**EXHIBIT "A"**  
Legal Description  
(continued)

OF SECTION 8; THENCE FROM SAID POINT SOUTH 01° 17' 27" EAST ALONG THE EAST LINE OF SECTION 8 TO THE POINT OF BEGINNING.

APN: 030-100-024-000

**PARCEL EIGHT:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE WEST 1330 FEET; THENCE NORTH 754.3 FEET; THENCE SOUTH 85° 55' EAST 1321.8 FEET TO THE CENTER OF THE COUNTY ROAD; THENCE SOUTH 1° 00' EAST ALONG THE CENTER OF SAID ROAD 660.3 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO JOHN RODRIGUEZ AND WIFE, RECORDED DECEMBER 2, 1937 IN BOOK 375 PAGE 104 OFFICIAL RECORDS; THENCE SOUTH 1° 00' EAST ALONG THE EAST LINE OF SAID LAND 94.54 FEET; THENCE NORTH 85° 55' WEST 460.75 FEET; THENCE NORTH 1° 00' WEST 94.54 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE SOUTH 85° 55' EAST ALONG SAID NORTH LINE 460.75 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LINES OF THE 400 FOOT RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY COMPANY.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8.

APN: 030-110-009-000

**PARCEL NINE:**

THAT PORTION OF THE WEST ONE HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 8, T 11 N., R 7 E., M.D.B.& M., DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 8 BEARS NORTH 27° 21' 57" EAST, 3,110.91 FEET, SAID MONUMENT BEING 55.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM ENGINEER'S STATION 62+67.68, AS SHOWN ON THE RECORD OF SURVEY MAP OF SIERRA COLLEGE BOULEVARD FAS1418 (5), FILED MAY 19, 1967, IN BOOK 3 OF MAPS AT PAGE 12 OF THE OFFICIAL RECORDS OF PLACER COUNTY; THENCE NORTH 43° 43' 36" WEST 68.96 FEET TO THE NORTH LINE OF THE GRANTOR'S PARCEL AS DESCRIBED IN BOOK 247 AT PAGE 289 OF THE OFFICIAL RECORDS OF PLACER COUNTY; THENCE NORTH 89° 06' 30" EAST, 213.90 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 02° 22' 30" EAST, 206.07 FEET ALONG THE EAST LINE OF SAID PARCEL; THENCE NORTH 48° 50' 46" WEST, 232.08 FEET TO THE POINT OF BEGINNING.

APN: 030-100-014-000

**EXHIBIT "A"**  
Legal Description  
(continued)

**PARCEL TEN-A:**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PROPERTY DESCRIBED IN DEED TO JOHN RODRIGUEZ, ET UX, DATED DECEMBER 2, 1937, RECORDED IN BOOK 375 OF OFFICIAL RECORDS, AT PAGE 103, FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 85° 55' EAST, 175.0 FEET; THENCE SOUTH 1° 00' EAST, 94.54 FEET; THENCE NORTH 85° 55' WEST, 285.75 FEET; THENCE NORTH 1° 00' WEST, 94.54 FEET; THENCE SOUTH 85° 55' EAST, 285.75 FEET TO THE POINT OF BEGINNING.

**PARCEL TEN-B:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP UNIFORMLY 6 FEET WIDE, THE SOUTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL ONE HEREINABOVE DESCRIBED, THENCE SOUTH 85° 55' EAST, 175.0 FEET.

**PARCEL TEN-C:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP UNIFORMLY 10 FEET WIDE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B. & M., THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 8, FROM WHICH THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN DEED TO JOHN RODRIGUEZ, ET UX, DATED NOVEMBER 2, 1937, RECORDED IN BOOK 375 OF OFFICIAL RECORDS, AT PAGE 103 BEARS NORTH 1° 00' WEST, 94.54 FEET; THENCE NORTH 85° 55' WEST, 200.0 FEET.

**PARCEL TEN-D:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, UTILITIES, SEWER PURPOSES AND MAINTENANCE THEREOF, OVER, UNDER AND ACROSS A STRIP OF LAND UNIFORMLY SIXTEEN (16) FEET WIDE IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B. & M., THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 8, FROM WHICH THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN DEED TO JOHN RODRIGUEZ, ET UX, DATED NOVEMBER 2, 1937, RECORDED IN BOOK 375 OF OFFICIAL RECORDS, AT PAGE 103 BEARS NORTH 1° 00' WEST, 94.54 FEET; THENCE NORTH 85° 55' WEST, 200.0 FEET.

APN: 030-110-008-000

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 006-018  
Tax Identification No.: 030-100-014-000  
Fiscal Year: 2017-2018  
1st Installment: \$96.71 Delinquent  
2nd Installment: \$96.71 Delinquent  
Land: \$2,834.00

3. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2016-2017.

APN No.: 030-100-014-000

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$240.66 by July 31, 2018  
Amount: \$243.56 by August 31, 2018

4. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
6. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
7. Any taxes, assessments or charges levied by the following agency. Amounts due, if any, may be ascertained by contacting the agency.  
  
Placer County Water Agency - (530) 823-4850  
South Placer Municipal Utility District - (916) 652-5877  
South Placer Fire District - (916) 791-7059
8. Water rights, claims or title to water, whether or not disclosed by the public records.
9. Any adverse claim based upon the assertion that:
  - a. Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
  - b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Antelope Creek or has been formed by accretion to any such portion.



**EXCEPTIONS**  
(continued)

10. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Antelope Creek.
11. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
12. 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.
13. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
14. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
15. Any lien or right to a lien for services, labor or material not shown by the Public Records.
16. Rights of the public to any portion of the Land lying within the area commonly known as Sierra College Boulevard, Delmar Avenue and Bankhead Road.
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sunset Telephone and Telegraph Company  
 Purpose: Pole Line  
 Recording Date: May 6, 1905  
 Recording No.: Book 86 of Deeds, Page 279  
 Affects: Southerly portion of said land

Affects: Parcel Seven

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

Granted to: Frank A. Lopez  
 Purpose: Roadway  
 Recording Date: April 14, 1959  
 Recording No.: Book 792, Page 361, of Official Records  
 Affects: Northeasterly portion of said land

Affects: Parcel Seven

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

Granted to: John. R. Rodriguez and Barbara Rodriguez  
 Purpose: Water pipeline  
 Recording Date: November 16, 1959  
 Recording No.: Book 816, Page 553, of Official Records  
 Affects: East 6 feet of said land

Affects: Parcel Seven

**EXCEPTIONS**  
(continued)

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

Granted to: The Pacific Telephone and Telegraph Company  
 Purpose: Communication facilities  
 Recording Date: December 14, 1983  
 Recording No.: Book 2648, Page 989, of Official Records  
 Affects: Easterly and Southerly portion of said land

Affects: Parcel Seven

21. Matters contained in that certain document

Entitled: Offer of Dedication and Report on Minor Land Division  
 Executed By: William R. Aughenbaugh  
 And Between: The County of Placer  
 Recording Date: August 14, 1984  
 Recording No.: Book 2722, Page 994, of Official Records

Reference is hereby made to said document for full particulars.

Affects: Parcel Five and Six

22. Recitals, notes and legends as shown on that certain Parcel Map filed for record on August 14, 1989, in Book 21 of Parcel Maps, at Page 29, Placer County Records.

Which among other things provides: "The parcels created hereon are designated as non-valid building sites at this time"

Affects: Parcel Five and Six

23. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$27,934.28  
 Dated: September 12, 1986  
 Trustor/Grantor: John B. Lusk  
 Trustee: Maria-Teresa Lusk  
 Beneficiary: Maria-Teresa Lusk  
 Recording Date: October 8, 1986  
 Recording No.: Book 3054, Page 451, of Official Records

Affects: Parcel Five

24. The Effect of that certain Record of Survey filed for record on September 13, 1994, in Book 14 of Surveys, at Page 11, Placer County Records.

Which among other things notes a possible fence encroachment onto lands lying to the West.

Affects: Parcel Ten

**EXCEPTIONS**  
(continued)

25. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$24,000.00  
 Dated: December 6, 1994  
 Trustor/Grantor: Raymond Lee Miller and Alina Marie Miller, husband and wife  
 Trustee: Placer Title Company, a California corporation  
 Beneficiary: Al Frei and Carol Frei, husband and wife as joint tenants  
 Loan No.: None shown  
 Recording Date: December 15, 1994  
 Recording No.: Instrument No. 94-085408, of Official Records

Affects: Parcel Ten

26. The Requirement that a Declaration - Death of Trustee for the interest of Royal M. Wykoff and Allean B. Wykoff, Trustees be recorded in the Placer County Public Records for the property more particularly described in the following Deed,

Entitled: Quitclaim Deed  
 Dated: October 30, 1989  
 Grantor: Royal M. Wykoff and Allean B. Wykoff  
 Grantor: Royal M. Wykoff and Allean B. Wykoff, as Trustees of  
 Declaration of Trust dated October 30, 1989  
 Recording Date: November 7, 1989  
 Recording No.: Book 3754, Page 191, of Official Records

Affects: Parcel Nine

27. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
28. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**EXCEPTIONS**  
(continued)

29. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

30. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

31. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): All Vestee's shown herein according to their separate lands described herein

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

32. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Affects: Parcels One, Two, Three, Four, Six, Seven, Eight and Nine

**EXCEPTIONS**  
(continued)

33. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Mima Capital, LLC, a California limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
  - b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
  - c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
  - e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
  - f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
  - g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form
34. This transaction requires high liability approval prior to close of escrow together with an inspection of the subject property.
- Please advise title department with an estimated date that your transaction will close so we can schedule the necessary approvals and inspections.
35. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department.

The Company reserves the right to add additional items or make further requirements after such review.

**END OF EXCEPTIONS**

**NOTES**

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
Name(s) furnished: Mima Capital LLC, a California limited liability company  
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:  
Grantor: Eugene R. Borman, Trustee of The Borman Family Revocable Trust of 1991  
Grantee: Mima Capital LLC, a California limited liability company  
Recording Date: March 22, 2018  
Recording No.: Instrument No. 2018-0019376, of Official Records  
Affects: Parcel Six
- Note 3.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:  
Grantor: John J. Guerra, Jr., Successor Trustee of The Cyril F. Barbaccia and Lena M. Barbaccia Revocable Inter Vivos Trust Dated November 16, 1982 and John J. Guerra, Jr., Successor Trustee of The Cyril G. Barbaccia Trust Dated December 15, 1976  
Grantee: Mima Capital, LLC, a California limited liability company  
Recording Date: May 3, 2018  
Recording No.: Instrument No. 2018-0031283, of Official Records  
Affects: Parcels One, Two, Three and Four
- Note 4.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:  
Tax ID No.: 030-100-013-000  
Fiscal Year: 2017-2018  
1st Installment: \$2,410.18  
2nd Installment: \$2,410.18  
Land: \$447,229.00  
Code Area: 006-018
- Note 5.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:  
Tax ID No.: 030-100-021-000  
Fiscal Year: 2017-2018  
1st Installment: \$337.44  
2nd Installment: \$337.44  
Land: \$49,075.00  
Code Area: 006-018

**NOTES**  
(continued)

**Note 6.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-100-022-000
Fiscal Year:	2017-2018
1st Installment:	\$1,951.61
2nd Installment:	\$1,951.61
Land:	\$359,142.00
Code Area:	006-018

**Note 7.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-100-024-000
Fiscal Year:	2017-2018
1st Installment:	\$98.15
2nd Installment:	\$98.15
Land:	\$8,152.00
Code Area:	006-018

**Note 8.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-110-008-000
Fiscal Year:	2017-2018
1st Installment:	\$383.27
2nd Installment:	\$383.27
Land:	\$57,879.00
Code Area:	006-018

**Note 9.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-100-009-000
Fiscal Year:	2017-2018
1st Installment:	\$1,718.70
2nd Installment:	\$1,718.70
Exemption:	\$7,000.00 - Homeowners
Land:	\$91,957.00
Improvements:	\$210,694.00
Code Area:	006-018

**Note 10.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-110-010-000
Fiscal Year:	2017-2018
1st Installment:	\$771.35
2nd Installment:	\$771.35
Land:	\$132,427.00
Code Area:	006-018

**NOTES**  
(continued)

**Note 11.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-110-011-000
Fiscal Year:	2017-2018
1st Installment:	\$2,015.34
2nd Installment:	\$2,015.34
Land:	\$346,964.00
Improvements:	\$5,287.00
Code No.:	006-018

**Note 12.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	030-110-013-000
Fiscal Year:	2017-2018
1st Installment:	\$2,318.70
2nd Installment:	\$2,318.70
Land:	\$429,657.00
Code Area:	006-018

**Note 13.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 14.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**Note 15.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.



**NOTES**  
(continued)

- Note 16.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 17.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**END OF NOTES**



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complain Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# ATTACHMENT ONE

## 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 or 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.

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
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 a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

**EXCEPTIONS FROM COVERAGE**

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

**[PART I**

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

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

**PART II**

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



## **ATTACHMENT ONE (CONTINUED)**

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

#### **EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

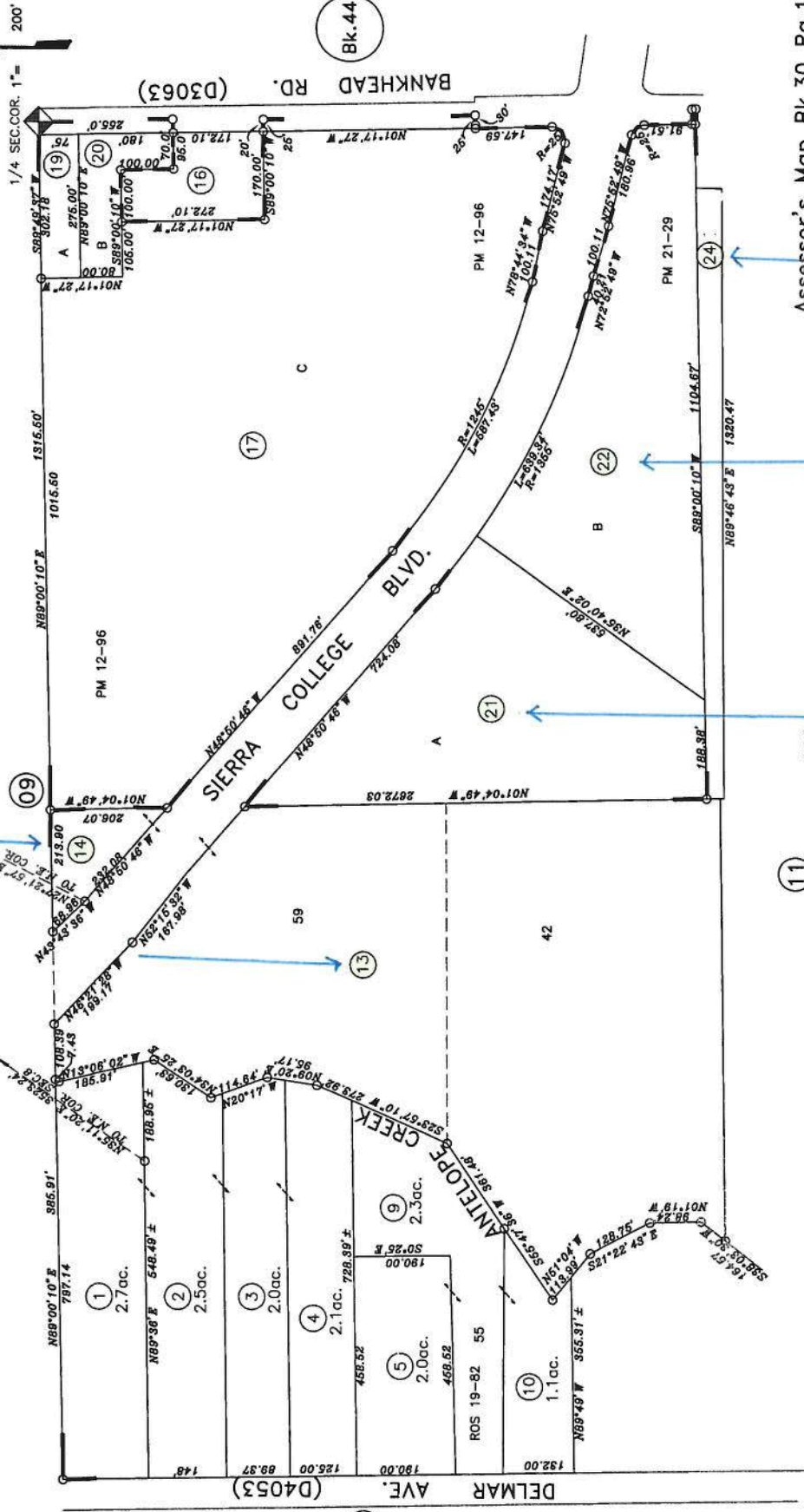
#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

POR. S.E. 1/4 SEC. 8, T.11N., R.7E., M.D.B.&M.

Parcel M.O.R. Bk.21, Pg.29, P-74430  
Parcel M.O.R. Bk.12, Pg.96, P-72795  
Survey M.O.R. Bk. 18, Pg. 114, No.2661

Survey M.O.R. Bk.3, Pg.103  
Survey M.O.R. Bk.3, Pg.12  
V.S. McClatchy Subd. M.O.R. Bk.A, Pg.29  
Survey M.O.R. Bk.19, Pg.82, # 2764



"Important: This plat is not a survey. It is 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."

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.

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

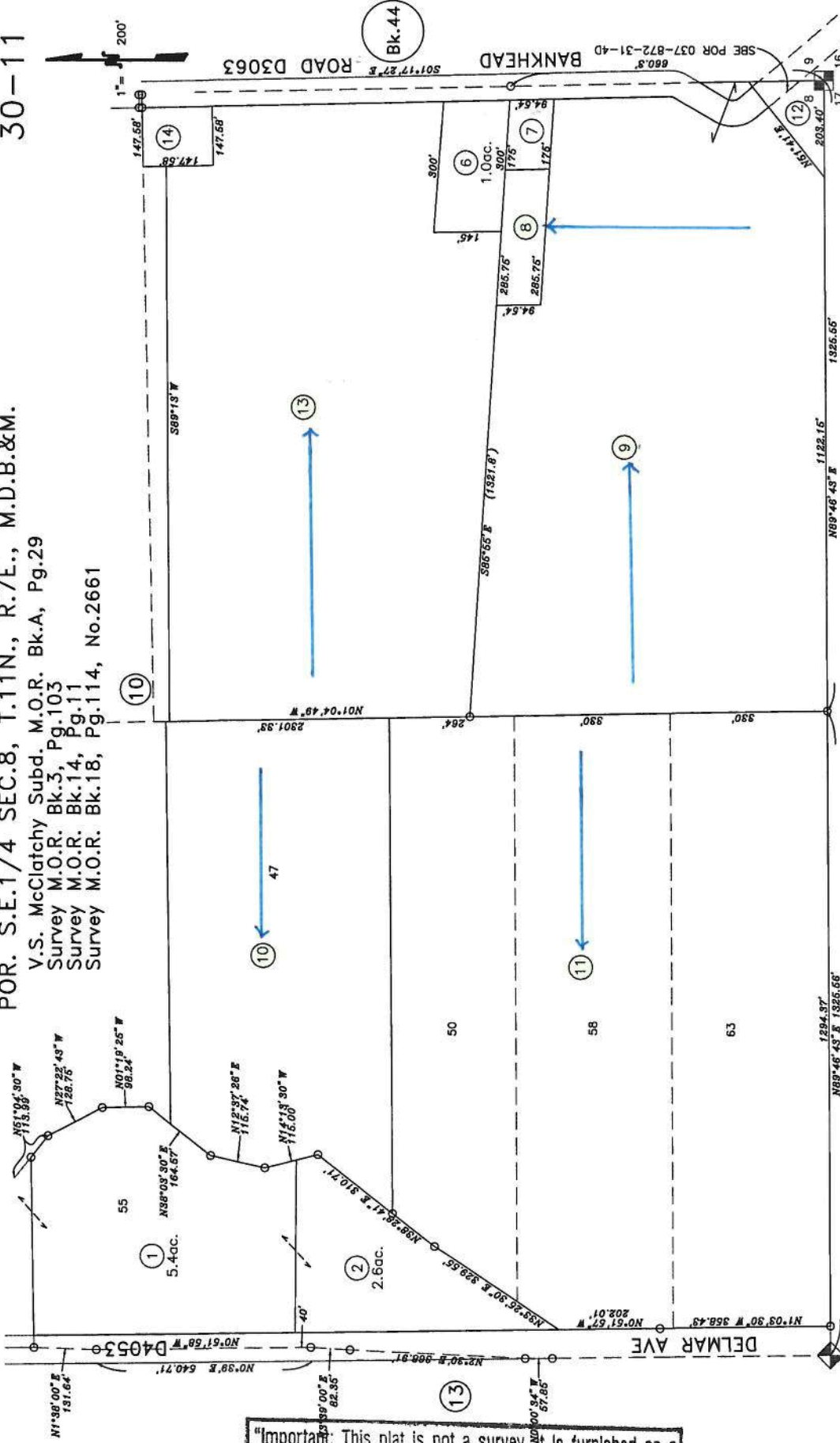
NOTE  
All distances on curved lines are chord measurements.

04-19-2005 BMJ Map Information  
Page Redrawn from Base Map Information

Assessor's Map Bk.30 Pg.10  
County of Placer, Calif.

POR. S.E.1/4 SEC.8, T.11N., R.7E., M.D.B.&M.  
 V.S. McClatchy Subd. M.O.R. Bk.A, Pg.29  
 Survey M.O.R. Bk.3, Pg.103  
 Survey M.O.R. Bk.14, Pg.11  
 Survey M.O.R. Bk.18, Pg.114, No.2661

30-11



**Important: This plat is not a survey. It is 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.**

Assessor's Map Bk.30 Pg.11  
 County of Placer, Calif.

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.

NOTE  
 All distances on curved lines are chord measurements.

NOTE  
 04-18-2005 RNP/GHM  
 Page Redrawn Electronically from Base Map Information.

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

Bk.45

Bk.44

S.1/4 SEC.COR.