



# Orange Coast Title Company

1551 N. Tustin Avenue, Suite 300  
Santa Ana, CA 92705  
714-558-2836

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

Stewart Title Of Sacramento  
9250 Laguna Springs Drive # 117  
Elk Grove, CA 95758

**Attention:** Stacy James  
**Property address:** 9401 Blue Sky Drive, Ione, CA 95640

**Your no.:** EG-16113708-SJ  
**Order no.:** 100-1896757-85

**Dated:** August 9, 2017

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

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

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

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

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

Dated as of July 28, 2017 at 7:30 AM

\_\_\_\_\_  
Mark Pilatti, Title Officer  
Ph: 916-671-3051  
Email:  
TitleonlyTeamOrders@octitle.com

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

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) A.L.T.A. Loan Policy (06-17-06) with A.L.T.A. Endorsement - Form 1 Coverage

**The Policy of Title Insurance, if issued, will be underwritten by:** Stewart Title Guaranty Company

**A liability of** TBD

**Subject to any filed rate increases and/or changes in the liability.**

**Schedule "A"**

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

A Fee.

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

Ronald R. McKinney, Trustee of the Cordella I. McKinney Irrevocable Living Trust Agreement #1.

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

All that portion of the East ½ of Section 28, Township 6 North, Range 10 East, M.D.B.&M., lying Northerly of the North right-of-way line of California State Highway Sign Route No. 88, as shown on State Division of Highway Centerline Survey Maps, designation "X-AMA-34B", filed in the Office of the Amador County Recorder, and which lies Westerly of Parcels 1, 2, and 3, as said Parcels are shown on that certain Parcel Map No. 1866, filed for the record on September 21, 1979 in Book 32 of Maps, and Plats, at Page 54, Amador County Records.

Together with a nonexclusive fifty (50) foot road and utility easement on existing roads through Section 28, 21, 22 and 15, all in Township 6 North, Range 10 East, M.D.B.&M., as set forth in Deed from United States Western Land Corporation, to A.M.C. Land Investments, Et Al, recorded February 13, 1973 in Book 238 Page 560, Amador County Official Records.

Also together with a non-exclusive easement for over and across a 60 foot wide strip of land which extends from the herein described property to the above easement, as more particularly described in that certain Deed to Gordon J. Vicini et ux, recorded July 28, 1986 in Book 493 of Official Records, at Page 17.

Assessor's Parcel Numbers(s): 011-160-003

**Schedule "B"**

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

1 General and Special taxes for the fiscal year 2017-2018, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable November 1, 2017, delinquent if not paid by 12/10/17  
 Second installment due and payable February 1, 2018, delinquent if not paid by 4/10/18

2 General and Special taxes for the fiscal year 2016-2017, including any assessments collected with current taxes.

Total amount	<b>\$4,536.16</b>
1st installment	<b>\$2,268.08</b> , paid
Penalty	<b>\$not shown</b> (after 12/12/2016)
2nd installment	<b>\$2,268.08</b> , paid
Penalty	<b>\$not shown</b> (after 4/10/2017)
Code area	not shown
Parcel No.	<b>011-160-003</b>
Exemption	\$0.00

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

3 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the state of California

4 Prior to close this company will require the Tax Collector's Office be contacted to verify open and delinquent taxes.

5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument

Recorded:	12/23/1968, in Book 180 at Page 81-85, of Official Records.
For :	Underground gas lines and fixtures and incidental purposes
In favor of :	Pacific Gas and Electric Company
Affects :	A strip of land 30 feet in width.

6 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument

Recorded:	6/13/1973, in Book 244 Page 189, of Official Records.
For :	Water pipelines and necessary fixtures and incidental purposes
In favor of :	Pacific Gas and Electric Company
Affects :	A strip of land 20 feet in width.

7 An easement for purposes herein stated, and rights incidental thereto as set forth in an instrument

Recorded:	In Book 238, Page 566 of Official Records
For:	Construction and maintenance of roads and incidental purposes
Affects:	The location of said easement is set forth therein.

8 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument

Recorded:	1/12/2007, <a href="#">as Instrument No. 07-431</a> , Official Records
For:	right-of-way to construct, install, operate, maintain, use, inspect and repair such poles, aerial wires, cables, electrical conductors, with associated cross arms, braces, transformers, achors, guy wires and cables and incidental purposes
In favor of:	Peppermint Enterprises, Inc., a California Corporation
Affects:	more particularly described in the above mentioned.

NOTE: Reference is made to said document for full particulars.

- 9 An Instrument upon the terms and conditions therein  
Entitled: Notice of Violation \*\* This item will be cleared prior to Close of Escrow  
Executed by: County of Amador  
Recorded: 2/13/2014, [as Instrument No. 14-932](#) Official Records
- 10 A Deed of Trust to secure the indebtedness of  
Amount: **\$615,000.00** \*\*Reverse Mortgage-Current Total Loan Balance \$286,049.00 as of 06/30/2017  
Trustor: **Ronald R. McKinney, a Married Man as His Sole and Separate Property**  
Trustee: Placer Title Company  
Beneficiary: Genworth Financial Home Equity Access, Inc., serviced by Mortgage Electronic Registration Systems, Inc. (MERS)  
Dated: 9/26/2012  
Recorded: **10/3/2012**, as Instrument No. [12-8773](#), Official Records

Said Deed of Trust secures a reverse mortgage.

The beneficial interest under said Deed of Trust was assigned

To: Live Well Financial Inc.,  
By Assignment Recorded: 9/25/2014 as Instrument No. [14-6435](#), Official Records.

- 11 A Deed of Trust to secure the indebtedness of  
Amount: **\$615,000.00** \*\*Reverse Mortgage-Current Total Loan Balance \$286,049.00 as of 06/30/2017  
Trustor: **Ronald R. McKinney, a Married Man as His Sole and Separate Property**  
Trustee: Senior Official with Responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with Jurisdiction over the property described below, or a designee of that Official  
Beneficiary: Secretary of Housing and Urban Development  
Dated: 9/26/2012  
Recorded: **10/3/2012**, as Instrument No. [12-8774](#), Official Records

Said Deed of Trust by its terms is made subject to the Deed of Trust hereinbefore mentioned.

Said Deed of Trust secures a reverse mortgage.

- 12 Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.
- 13 Any facts, rights, interest or claims which may be shown by an inspection of the land or which may be disclosed by inquiry of persons in possession of said land.
- 14 The requirement that we be furnished a copy of the **Cordella I. McKinney Irrevocable Living Trust Agreement #1** Trust and any amendments thereto. A certification of said trust "may be" acceptable if made pursuant to probate code section 18100.5 and qualified as a trust under section 82 of probate code.

**End of Schedule B**

**“NOTES AND REQUIREMENTS SECTION”****Note No. 1**

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

**NOTE NO. 2 PAYOFF INFORMATION:**

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

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

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

**Note No. 3**

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

**Notice Regarding Your Deposit of Funds**

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



## Orange Coast Title Company

1551 N. Tustin Avenue, Suite 300  
Santa Ana, CA 92705  
714-558-2836

**Attention:**  
**Borrower:**

### Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.

B. The improvements on said land are designated as:

A commercial property known as

9401 Blue Sky Drive, in the City of Ione, County of Amador, State of California.

C. The only conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

Grantor: Ronald R. McKinney

Grantee: Ronald R. McKinney, Trustee of the Cordella I. McKinney Irrevocable Living Trust Agreement #1

Recorded: 7/18/2017 as Instrument No. [17-5426](#), Official Records.

## **Attention**

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

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

**Exhibit "A"**

All that portion of the East ½ of Section 28, Township 6 North, Range 10 East, M.D.B.&M., lying Northerly of the North right-of-way line of California State Highway Sign Route No. 88, as shown on State Division of Highway Centerline Survey Maps, designation "X-AMA-34B", filed in the Office of the Amador County Recorder, and which lies Westerly of Parcels 1, 2, and 3, as said Parcels are shown on that certain Parcel Map No. 1866, filed for the record on September 21, 1979 in Book 32 of Maps, and Plats, at Page 54, Amador County Records.

Together with a nonexclusive fifty (50) foot road and utility easement on existing roads through Section 28, 21, 22 and 15, all in Township 6 North, Range 10 East, M.D.B.&M., as set forth in Deed from United States Western Land Corporation, to A.M.C. Land Investments, Et Al, recorded February 13, 1973 in Book 238 Page 560, Amador County Official Records.

Also together with a non-exclusive easement for over and across a 60 foot wide strip of land which extends from the herein described property to the above easement, as more particularly described in that certain Deed to Gordon J. Vicini et ux, recorded July 28, 1986 in Book 493 of Official Records, at Page 17.



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

### CLTA STANDARD COVERAGE POLICY – 1990 EXCLUSIONS FROM COVERAGE

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

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, 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.

### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02/03/10)

#### EXCLUSIONS

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

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 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.

#### 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
<b>Covered Risk 16:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)</b>	<b>\$ 10,000</b>
<b>Covered Risk 18:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)</b>	<b>\$ 25,000</b>
<b>Covered Risk 19:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 5,000 (whichever is less)</b>	<b>\$ 25,000</b>
<b>Covered Risk 21:</b>	<b>1 % of Policy Amount shown in Schedule A or \$ 2,500 (whichever is less)</b>	<b>\$ 5,000</b>

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

#### EXCLUSIONS

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

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 protection. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
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 A OR \*in streets, alleys, or waterways that touch your land. This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
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 in which the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.
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):

#### 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 which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

# Orange Coast Title Company PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

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

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

## **Former Customers**

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

## **Confidentiality and Security**

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

## **Other Important Information**

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

**CERTIFICATION OF TRUST  
PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5**

I (We) \_\_\_\_\_

, trustee(s) confirm the following facts:

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

The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified, or amended in any manner, which would cause the representations, contained herein to be incorrect. The certification is being signed by all currently acting trustee(s) and is being executed in conformity with the provision of California Probate Code Section 18100.5, Chapter 530, Statutes of 1993.

Document Date: \_\_\_\_\_

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California }  
County of \_\_\_\_\_ } S.S.

On \_\_\_\_\_, before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND and OFFICIAL SEAL

Signature: \_\_\_\_\_

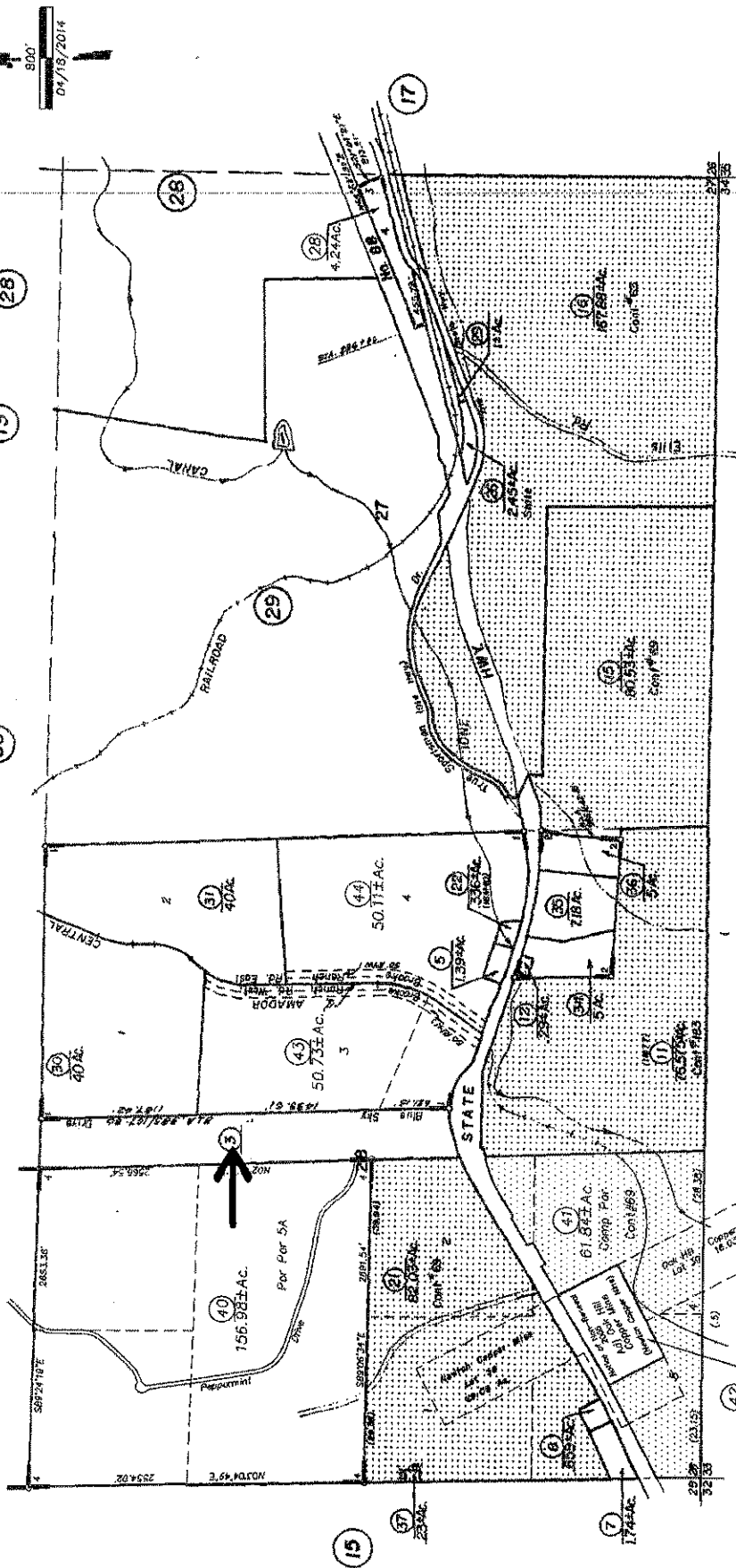
(Notary Seal)

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

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SEC'S 27 & 28, POR. SEC'S 26 & 33, T.6N., R.10E., M.D.B. & M.

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated herein.



- R.M. Bk. 1, Pg. 69
- R.M. Bk. 1, Pg. 77
- R.M. Bk. 9, Pg. 3
- R.M. Bk. 9, Pg. 37
- R.M. Bk. 16, Pg. 40
- R.M. Bk. 21, Pg. 64
- R.M. Bk. 23, Pg. 17
- R.M. Bk. 32, Pg. 54
- R.M. Bk. 35, Pg. 14 B.L. Adj.

- 3-R.M. Bk. 50, Pg. 05 (6/27/96)
- P.M. Bk. 59, Pg. 65 (9/2/07) Adj. Oak Hill Copper Mine
- 4-P.M. Bk. 60, Pg. 01 (9/14/07)

Map changes become effective 7/1/2010. Parcel numbers are subject to change prior to adoption of roll on each July 1.

Assessor's Map Bk. 11, Pg. 16  
County of Amador, Calif.