# stewart title

525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

# PRELIMINARY REPORT

OC Public Works 601 North Ross St Santa Ana, CA 92701 Attn: Scott Heinrichs Our Order No.: CA0310-20020796-34 Your Reference: 10761 Crawford Canyon

When Replying Please Contact:

Stewart Title of California 525 N. Brand Blvd Glendale, CA 91203 Attn: Rudy Baiza 818-502-2706

Todays Date: June 25, 2020

Property Address: 10761 Crawford Canyon Road, Santa Ana, CA 92705-1459

In response to the application for a Policy of Title Insurance, Stewart Title of California hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 and/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 of Title Insurance 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 herein 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 Policy or Policies of Title Insurance and should be carefully considered.

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

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

Dated as of June 12, 2020, at 07:30 AM.

Rudy Baiza Title Officer tu34@stewart.com

The form of policy of title insurance contemplated by this report is: TBD, TBD, or equivalent, Underwritten by: Stewart Title Guaranty Company

Preliminary Report Created: 06/25/2020 CA0310-20020796-34

# SCHEDULE A

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

A fee as to Parcel(s) 1. An easement more described below as to Parcel (s) 2.

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

Robert P. Des Jardins and Judith A. Des Jardins, Trustees of the Des Jardins Family Trust under Revocable Trust Agreement dated June 30, 2004

The land hereinafter referred to is situated in the Area of Santa Ana, County of Orange, State of California, and is described as follows:

## Parcel 1:

That portion of Lot 10 of Tract No. 732, as per map recorded in Book 31, Pages 37 and 38 of miscellaneous maps, in the office of the County Recorder of said County, described as follows:

Commencing at the most Southerly corner of said Lot 10, said point being in a curve concave Southeasterly and having a radius of 356.385, the initial radial line of said point bears South 49 degrees, 05 minutes, 40 seconds East, thence Northeasterly along said curve through a central angle of 5 degrees, 19 minutes, 12 seconds an arc distance of 33.09 feet to a line tangent; thence North 46 degrees, 13 minutes, 30 seconds East along said tangent line, 422.44 feet to the beginning of a tangent curve concave Westerly and having a radius of 167 feet; thence along said curve through a central angle of 40 degrees, 03 minutes an arc distance of 116.73 feet to the point of beginning of a compound curve, concave Westerly and having a radius of 470 feet; thence Northwesterly along said compound curve, through a central angle of 23 degrees, 25 minutes, 30 seconds an arc distance of 35.51 feet to the true point of beginning of the boundary of land herein described, said point being the most easterly corner of the land conveyed to Albert C. Missildine and wife, by deed recorded December 21, 1954, in Book 2902, Page 92 of official records thence continuing Northerly along said compound curve, 156.65 feet to a line tangent; thence North 17 degrees, 15 minutes, West along said tangent line 15 feet; thence South 78 degrees, 40 minutes, West 175 feet; thence 85 17 degrees, 47 seconds 52 seconds West 93.08 feet to the most Northerly corner of said land conveyed to Missildine thence South 78 degrees, 30 minutes, East along the Northerly line of said land conveyed to Missildine, 230 feet to the true point of beginning.

# Parcel 2:

An easement for road purposes over that portion of lot 10 of Tract No. 732, as per map recorded in Book 31, Pages 37 and 38 of miscellaneous maps, in the office of the County Recorder of said County, described as follows:

Beginning at the most Northerly corner of said lot 10; thence Southeasterly, Southerly and Southwesterly along the Easterly line of said lot 1039 to the most Southerly corner of the land conveyed to Burt Huff and wife, by deed recorded November 18, 1949, in Book 1927, Page 47 of Official Records, thence North 54 degrees, 42 minutes, West along the Southwesterly line of said land conveyed to huff, to its intersection with a line 20 feet Northwesterly, measured at right angles, to said Easterly line of said lot 10; thence Northeasterly, Northerly and Northwesterly parallel with said Northeasterly line, to a point on the Northwesterly line of said lot; thence Northeasterly along said Northwesterly line to the point of beginning.

Except that portion within parcel 1 hereinabove described.

APN: 393-241-09

# SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained 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 2020 2021 which are a lien not yet payable.
- 2. Property taxes for the fiscal year shown below are paid. For proration purposes the amounts are:

Fiscal year: 2019-2020 1st Installment: \$5.012.23 \$5,012.23 2nd Installment: Exemption: \$7.000.00 Land: \$356,641.00 Improvements: \$545,902.00 \$0.00 Personal Property: Code Area: 89-006 Assessment No: 393-241-09

- 3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- 4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- 5. Water rights, claims or title to water in or under the property, whether or not shown by the public records.
- 6. Easement and rights incidental thereto for developing and distributing water, as set forth in a document recorded in Book 203 and Page 318 of Official Records.
- 7. Easement and rights incidental thereto for road, as set forth in a document recorded in Book 1318 and Page 525 of Official Records.
- 8. Easement and rights incidental thereto for road, as set forth in a document recorded in Book 2166 and Page 273 of Official Records.
- 9. Covenants, conditions and restrictions as set forth in a document recorded in Book 12467 and Page 638 of Official Records, but omitting any restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

- 10. We find no open Deeds of Trust of record. Please verify by inquiry of escrow personnel and/or agents whether or not we have overlooked something and advise the title department accordingly prior to close of escrow.
- 11. Any invalidity or defect in a trust currently in title or in a trust acquiring title. Stewart Title Guaranty Company requires a full copy of the trust agreement and any amendments thereto, and a Certification of Trust prepared in accordance with Section 18100.5 of the California Probate Code. There are certain situations where a Certification of Trust may be accepted in lieu of the full trust agreement; please check with your Title Officer. Stewart Title Guaranty Company reserves the right to except additional items and/or make additional requirements after reviewing submitted documents.

| IР | Preliminary Report-B | Created: 06/25/2020 | CA0310-20020796-34 |
|----|----------------------|---------------------|--------------------|

12. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

13. ID maybe required if we have no way to verify the Seller or Borrowers Signature

Hard Money Loans on Vacant Land - Require 2 forms of ID

Hard Money Loans with more than \$100,000 coming out. - Require 2 forms of ID

**END OF SCHEDULE B** 



525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

Attn:

# **Borrower:**

# **Lenders Supplemental Report to Preliminary Report**

The Preliminary Report (including any supplements or amendments thereto) to which this is attached 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. None of the items in this report will cause the Company to decline to attach CLTA Endorsement Form 100.2-06 (ALTA 9 equivalent) to an ALTA Loan Policy, when issued.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 116.01-06 (ALTA 22-06 equivalent), indicating that there is located on the subject property a Single Family (*Residential*) known as 10761 Crawford Canyon Road, in the Area of Santa Ana, County of Orange, State of California.
- C. Pursuant to information provided to Stewart Title of California as of the date hereinabove, the proposed insured loan amount is \$1.00 with the proposed insured lender being.
- D. The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.:

NONE

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525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

# **Notes and Requirements Section**

- Note 1: A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a Preliminary Change of Ownership Report, the recorder may charge an additional \$20.00.
- Note 2: All Transactions Seller(s) and Buyer(s) or Borrowers are provided as attachments Stewart Title's document entitled "Acknowledgment of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" along with those individually named documents for your review and acknowledgment prior to closing.
- Note 3: The map connected herewith is being provided as a courtesy and for informational purposes only; this map should not be relied upon. Furthermore, the parcels set out on this map may not comply with local subdivision or building ordinances. Stewart assumes no liability, responsibility or indemnification related to the maps nor any matters concerning the contents of or accuracy of the map.
- Note 4: The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.

NONE

- Note 5: Purchase Transactions Only Seller(s)/Owner(s) are provided Stewart Title's Owner's Affidavit and Indemnity for completion prior to closing.
- Note 6: All Transactions Buyer(s)/Seller(s)/Borrower(s) are provided Stewart Title's Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval to include the Preliminary Report items that remain as exceptions to the title policy.

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# **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. 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 Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow. If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

Good Funds Law Created: 06/25/2020 CA0310-20020796-34

# Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

# WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information.   | Do we share | Can you limit this sharing?   |
|---|-------------|---|
| For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.   | Yes         | No  |
| For our marketing purposes — to offer our products and services to you.   | Yes         | No  |
| For joint marketing with other financial companies  | No          | We don't share  |
| For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company | Yes         | No  |
| For our affiliates' everyday business purposes— information about your creditworthiness.  | No          | We don't share  |
| For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.  | Yes         | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591. |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.  | No          | We don't share  |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

## SHARING PRACTICES

| SHARINGTRACTICES  | <u> </u>  |
|---|---|
| How often do the Stewart Title companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction.  |
| How do the Stewart Title Companies protect my personal information?       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information?       | We collect your personal information, for example, when you   |
| What sharing can I limit?   | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.                        |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Revised 11-19-2013

Privacy Policy Notice Created: 06/25/2020 CA0310-20020796-34

Effective Date: January 1, 2020

# **Privacy Notice for California Residents**

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Billey Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

| Category   | Examples   | Collected? |
|--|--|------------|
| A. Identifiers.  | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.   | YES        |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).                            | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES        |
| C. Protected classification characteristics under California or federal law.   | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).   | YES        |
| D. Commercial information.   | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.   | YES        |
| E. Biometric information.  | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.  | YES        |
| F. Internet or other similar network activity.   | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.   | YES        |
| G. Geolocation data.   | Physical location or movements.  | YES        |
| H. Sensory data.   | Audio, electronic, visual, thermal, olfactory, or similar information.   | YES        |
| I. Professional or employment-related information.   | Current or past job history or performance evaluations.  | YES        |
| J. Non-public education information<br>(per the Family Educational Rights<br>and Privacy Act (20 U.S.C. Section<br>1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.   | YES        |
| K. Inferences drawn from other personal information.   | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.  | YES        |

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

# **Use of Personal Information**

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

• To fulfill or meet the reason for which the information is provided.

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- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including
  targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by
  law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our
  assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by
  us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card
  processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law
- Financial rating organizations, rating bureaus and trade associations
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

# Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

# **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 14. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 15. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 16. Debug products to identify and repair errors that impair existing intended functionality.
- 17. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 18. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 19. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 20. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 21. Comply with a legal obligation.
- 22. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <a href="http://stewart.com/ccpa">http://stewart.com/ccpa</a>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

# Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

# Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

## Changes to Our Privacy Notice

| Privacy Policy Notice | Created: 06/25/2020 | CA0310-20020796-34 |
|-----------------------|---------------------|--------------------|

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.\

# **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <a href="http://stewart.com/ccpa">http://stewart.com/ccpa</a>

Email: Privacyrequest@stewart.com

Postal Address Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

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525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: June 25, 2020

Order No.: CA0310-20020796-34

Property: 10761 Crawford Canyon Road, Santa Ana, CA 92705-1459

From:

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA - Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| Stewart Insurance Settlement Service | Charge or range of charges |
|--------------------------------------|----------------------------|
| Hazard Insurance                     | \$400.00 to \$6,500.00     |
| Home Warranty                        | \$255.00 to \$ 780.00      |
| Natural Hazard Disclosure Report     | \$ 42.50 to \$ 149.50      |

# stewart title

525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

Date: June 25, 2020

Escrow Officer:

Order No.: CA0310-20020796-34 Your File No.: 10761 Crawford Canyon

Property Address: 10761 Crawford Canyon

Road

Santa Ana, CA 92705-1459

# SELLER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Seller(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-20020796-34, dated June 25, 2020 and hereby approves the legal description of subject property shown on Schedule A of the report.

**Seller(s) Acknowledgment:** Seller(s) herein warrant and confirm that, to Seller(s) knowledge, all Deeds of Trust (e.g., mortgages, loans and lines of credit), liens, judgments and/or encumbrances affecting Seller(s) and subject property are reflected in the Preliminary Report. If not, Seller(s) will provide Escrow Holder with information to facilitate the pay-off and/or removal of any such items before the close of escrow.

| The undersigned have received a | copy of this acknowledgement as | evidenced by the signature below. |
|---------------------------------|---------------------------------|-----------------------------------|
| Seller(s):                      |                                 |                                   |

|       | ( )                |  |
|-------|--------------------|--|
| Des J | ardins Robert P Tr |  |
| BY:   |                    |  |

# stewart title

525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

Date: June 25, 2020

Escrow Officer:

Order No.: CA0310-20020796-34 Your File No.: 10761 Crawford Canyon

Property Address: 10761 Crawford Canyon

Road

Santa Ana, CA 92705-1459

# BUYER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Buyer(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-20020796-34, dated June 25, 2020 and hereby approves the legal description of subject property shown on Schedule A of the report.

**Buyer(s)** Approval of Preliminary Report: Buyer(s) herein hereby approves Items of Schedule B of the report to be included in the Policy of Title Insurance as exceptions when written. Further, Buyer(s) hereby acknowledge receipt and approval of the Covenants, Conditions and Restrictions, and any and all Schedule B exceptions detailed above, for example, easements, right-of-ways, and restrictions, if any.

| The undersigned have received a copy of this acknowledgement as evidenced by the signature | below. |
|--|--------|
| Buyer(s):  |        |

Preliminary Report Approval Created: 06/25/2020 CA0310-20020796-34

# ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

| Des Jardins Robert P Tr |  |  |
|-------------------------|--|--|
| BY:                     |  |  |
|                         |  |  |
|                         |  |  |
|                         |  |  |
|                         |  |  |



525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

# AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# IF YOU'RE PAYING FOR THE TITLE INSURANCE POLICY PREMIUM TO BE DISCOUNTED, PLEASE COMPLETE AND SUBMIT THIS FORM TO DETERMINE ELIGIBILITY FOR ONE OF THE STATED DISCOUNTS

# STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: CA0310-20020796-34

Property: 10761 Crawford Canyon Road, Santa Ana, CA 92705-1459

APN: 393-241-09

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "Stewart Title") in connection with pricing the title insurance premium for the owner-occupied, 1-4 family residence in the above referenced transaction:

- Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
- 2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
- 3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied. For refinance transactions, a qualifying discount is available for Stewart's Refinance Rate and its Stewart Absolute Rate.

| 4. | nt requests the following discount and affirms that Applicant meets the criteria and ments set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING UNT):  |
|----|---|
|    | Active duty military personnel and honorably discharged veterans discount – To qualify for the active duty military personnel and honorably discharged veterans discount: (1) the property being purchased or refinanced must be a fee simple interest in an owner-occupied 1-4 family residence; and (2) at least one individual paying for the title insurance premium being discounted is a U.S. citizen, permanent resident or qualified alien and is either engaged in full-time, active duty in the military on the date signed below or is a honorably discharged veteran. |
|    | Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased or refinanced must be a fee simple interest in an owner-occupied 1-4 family residence; and (2) at least one individual paying for the title insurance premium being discounted is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.  |
|    | First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased must be a fee simple interest in an owner-occupied 1-4 family residence; and (2) at least one individual paying for the owner's title insurance premium is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.  |

Created: 06/25/2020

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| Date: June 25, 2020 |   |
|---------------------|---|
|                     |   |
|                     |   |
|                     | - |
|                     |   |
|                     |   |

Created: 06/25/2020

## **EXHIBIT A**

# Legal Description

The land hereinafter referred to is situated in the Area of Santa Ana, County of Orange, State of California, and is described as follows:

## Parcel 1:

That portion of Lot 10 of Tract No. 732, as per map recorded in Book 31, Pages 37 and 38 of miscellaneous maps, in the office of the County Recorder of said County, described as follows:

Commencing at the most Southerly corner of said Lot 10, said point being in a curve concave Southeasterly and having a radius of 356.385, the initial radial line of said point bears South 49 degrees, 05 minutes, 40 seconds East, thence Northeasterly along said curve through a central angle of 5 degrees, 19 minutes, 12 seconds an arc distance of 33.09 feet to a line tangent; thence North 46 degrees, 13 minutes, 30 seconds East along said tangent line, 422.44 feet to the beginning of a tangent curve concave Westerly and having a radius of 167 feet; thence along said curve through a central angle of 40 degrees, 03 minutes an arc distance of 116.73 feet to the point of beginning of a compound curve, concave Westerly and having a radius of 470 feet; thence Northwesterly along said compound curve, through a central angle of 23 degrees, 25 minutes, 30 seconds an arc distance of 35.51 feet to the true point of beginning of the boundary of land herein described, said point being the most easterly corner of the land conveyed to Albert C. Missildine and wife, by deed recorded December 21, 1954, in Book 2902, Page 92 of official records thence continuing Northerly along said compound curve, 156.65 feet to a line tangent; thence North 17 degrees, 15 minutes, West along said tangent line 15 feet; thence South 78 degrees, 40 minutes, West 175 feet; thence 85 17 degrees, 47 seconds 52 seconds West 93.08 feet to the most Northerly corner of said land conveyed to Missildine thence South 78 degrees, 30 minutes, East along the Northerly line of said land conveyed to Missildine, 230 feet to the true point of beginning.

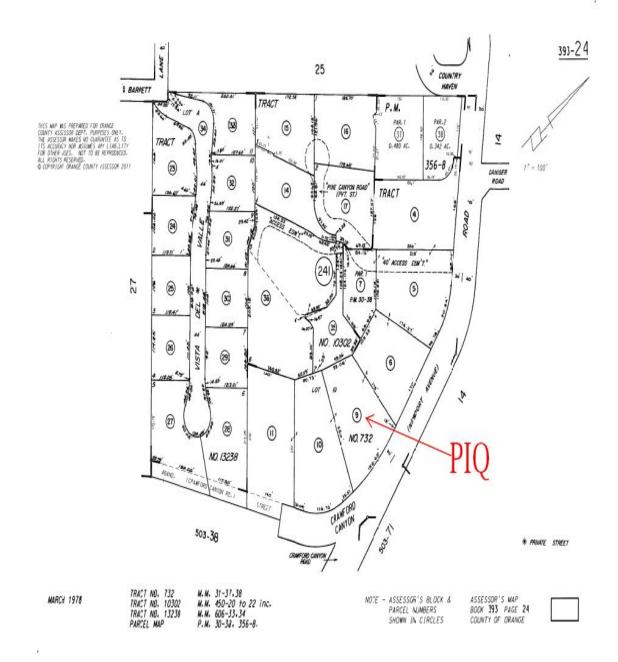
# Parcel 2:

An easement for road purposes over that portion of lot 10 of Tract No. 732, as per map recorded in Book 31, Pages 37 and 38 of miscellaneous maps, in the office of the County Recorder of said County, described as follows:

Beginning at the most Northerly corner of said lot 10; thence Southeasterly, Southerly and Southwesterly along the Easterly line of said lot 1039 to the most Southerly corner of the land conveyed to Burt Huff and wife, by deed recorded November 18, 1949, in Book 1927, Page 47 of Official Records, thence North 54 degrees, 42 minutes, West along the Southwesterly line of said land conveyed to huff, to its intersection with a line 20 feet Northwesterly, measured at right angles, to said Easterly line of said lot 10; thence Northeasterly, Northerly and Northwesterly parallel with said Northeasterly line, to a point on the Northwesterly line of said lot; thence Northeasterly along said Northwesterly line to the point of beginning.

Except that portion within parcel 1 hereinabove described.

APN: 393-241-09



This map is for your aid in locating the subject property with reference to streets and other parcels. While this map is believed to be correct, Stewart Title of California and subsequent insurance companies, assume no liability for any loss occurred by reason of reliance thereon.

# **EXHIBIT B (05-06-16)**

## 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.
- attecting 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, above, except to the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

  Defects, liens, encumbrances, adverse claims or other matters:

  a. whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

  b. not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy.

- insured under this policy:

- insured under this policy;
  c. resulting in no loss or damage to the insured claimant;
  d. attaching or created subsequent to Date of Policy; or
  e. resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

  Unenforceability of the lien of the insured emortgage because of the inability or failure of the insured mortgage because of the inability or failure of the insured working the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

  Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

  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.

  2. Any facts, rights, interests, or claims which are not shown by the public records but which or out 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.

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- zoning; land use;
- improvements on the Land;
- land division:
- environmental protection
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
  The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
  Risks:

- c. that result in no loss to You, or
  d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  Failure to pay value for Your Title.
  Lack of a right:
  a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  b. in streets, alleys, or waterways that touch the Land.
  This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

  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: |   |             |  |  |  |
|--|---|-------------|--|--|--|
| Your Deductible Amount Our Maximum Dollar Limit of Liability                         |   |             |  |  |  |
| Covered Risk 16:   | \$10,000.00   |             |  |  |  |
| Covered Risk 18:   | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |  |  |  |
| Covered Risk 19:   | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |  |  |  |
| Covered Risk 21:   | 1% of Policy Amount or \$2,500.00 (whichever is less) | \$5,000.00  |  |  |  |

## 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

  - (iii) the Suddivision India), 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. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

  Defects, liens, encumbrances, adverse claims, or other matters
  (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  (c) resulting in no loss or damage to the Insured Claimant;
  (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage excause of the insultify or faller for 4 insured Mortgage to comply with applicable doing business laws of the state where the Land is situated.

  Invalidity or unenforceability in whole or in part of the lines of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

  Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  (a) a fraudulent conveyance or fraudulent transfer, or

- Any claim, by reason of the operation of tederal bankruptcy, state insolvency, or similar creditors' ngnts laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

   Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not
  modify or limit the coverage provided under Coverage Risk 11(b).
   The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following
  Exceptions from Coverage:

## **EXCEPTIONS FROM COVERAGE**

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

- 1.

- (a) 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.

  (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

  Any facts, rights, interests, or claims 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.

  Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.

  Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

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

## PART II

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

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

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

(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- - the occupancy, use, or enjoyment of the Land;
  - (i) the occupancy, use, or enjoyment of the Lang;
     (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land: or
- (iii) the subdivision of land, of (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. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

- Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an
  - 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 Insured under this policy; resulting in no loss or damage to the Insured Claimant; 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.

  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.
  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 fromCoverage, 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) 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 by making inquiry of persons in possession thereof.

  3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

  (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public
- 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 (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 or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
  - 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) the subdivision of land; or
  - (iii) the subdivision fraind, of (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.
    Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
    Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the Insured Claimant;
  (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; resulting In no loss or damage to the Insured Claimant;

- (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 which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

  Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.

  Invalidity or unenforceability in whole or in part of the lien of 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.
- 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.

  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.

  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 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 27(b) of this policy.
  (b) 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.

Exhibit B Created: 06/25/2020 CA0310-20020796-34

# **OWNER'S AFFIDAVIT AND INDEMNITY**

Order No.: CA0310-20020796-34

Address/Location: 10761 Crawford Canyon Road, Santa Ana, CA 92705-1459

**APN**: 393-241-09

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "TITLE"):

- 1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
- 2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: (If none, please state "none")
- 3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: (If none, please state "none")
- 4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: (If none, please state "none")
- 5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.
- 6. There are no pending contemplated repairs/improvements to the Property, except the following: (If none, please state "none)
- 7. There has been no building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: (If none, please state "none")
- 8. Affiant is not aware of the existence of any of the following:
  - a. Improvements encroaching into any easements or over any boundary lines of the Property.
  - b. Adjoining property improvements encroaching onto the Property.
  - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
  - e. Pending repairs/improvements to the adjacent street(s).
  - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
  - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
  - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g. supermarkets, restaurants, wineries, breweries and

meat packing plants).

|   | ne, please state "none")  |  |              |  |  |
|---|---|--|--------------|--|--|
| 9.  | <ol> <li>No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.</li> <li>There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: (If none, please state "none")</li> </ol> |  |              |  |  |
| 10.   |   |  |              |  |  |
| 11.   | There are no financial obligations secured by trust liens, security agreements or otherwise, against the Report, proforma and/or Commitment, and as set   | , , ,  |              |  |  |
|   | <u>Creditor</u>   | Approximate Balance  |              |  |  |
| 12.   | There has been no harvesting or production of any from or on the Property and there are no oil, gas, goptions, rights of first refusal, and/or contracts to s Property, or other parties currently in possession, following: (If none, please state "none")   | geothermal and/or mineral leases, licenses, sell, affecting the mineral rights associated with the   |              |  |  |
| 13.   | Other than the Affiant, there are no other parties c not limited to, any possessory interest associated materials or other minerals, except the following: (  |  |              |  |  |
| purcha<br>unders<br>harmle<br>title ins<br>unders | ser and/or lender, and the representations containing igned hereby indemnifies and holds Stewart Title Gos from any loss or damage, liability, costs, expensions are commitments to the extent any rep  | of inducing TITLE to provide certain insurance coverage to ained herein are material to such insurance coverage. The Guaranty Company and its policy issuing agent identified aboves and attorneys' fees which it may sustain under its policies presentation contained herein is incorrect. The undersigned quested title insurance despite the information and affirmation | e<br>e<br>of |  |  |
| AND I   | NDEMNITY BEFORE SIGNING IN THE PRESEN<br>JTE THE ACKNOWLEDGMENT ON THE FOLLOW   | STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVI<br>ICE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WIL<br>VING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND O<br>T, YOU SHOULD SEEK THE ASSISTANCE OF YOU   | L<br>R       |  |  |

Date Signed

INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Des Jardins Robert P Tr

CA0310-20020796-34

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

State of California County of Orange

| Subscribed  | and sworn to (or affire  | ned) before me on                                 |             |
|-------------|--------------------------|---|-------------|
| this        | day of                   | , 20, by  | , proved to |
| me on the b | pasis of satisfactory ev | idence to be the person(s) who appeared before me | <b>)</b> .  |
| Signature_  |                          | (Seal)  |             |

# Statement of Information (Confidential)

| The street address of the Address   | e property in this transa | action is: (if none, leave bl   | lank)                               |                          |   |
|---|---------------------------|---------------------------------|-------------------------------------|--------------------------|---|
|   | er                        |                                 | le Residence                        | ple Residence            |   |
| If yes, state nature of wo <b>Party 1</b>   | rk done or contemplate    | ed                              | Party 2                             |                          |   |
| First   | Middle                    | Last                            | First                               | Middle                   | Last  |
| Former last name(s), if a   | ny                        |                                 | Former last nam                     | ne(s), if any            |   |
| Birthplace  |                           | Birth Date                      | Birthplace                          |                          | Birth Date  |
| Social Security No.   |                           | Driver's License No.            | Social Security                     | No.                      | Driver's License No.  |
| I □ am single □ am n  | narried                   | mestic partner                  | I ☐ am single                       | ☐ am married ☐ Have      | a domestic partner  |
| Name of <u>current</u> spouse   | or domestic partner (if   | other than Party 2)             | Name of current                     | spouse or domestic partr | ner (if other than Party 1)   |
| Name of <u>former</u> spouse/o  | domestic partner (if no   | ne, write "none")               | Name of <u>former</u>               | spouse/domestic partner  | (if none, write "none")   |
| Dissolutions pending<br>Required to make child supl<br>Required to make Family su<br>If paying former spouse dire | ipport payments? Yes      | No (circle one) No (circle one) | Required to make Fa                 | nild support payments?   | Yes No (circle one) Yes No (circle one) Yes No (circle one) ddress: |
|   |                           | Party 1 – Occupat               | tions for Last 10 Years             | s                        |   |
| Present Occupation  | Firm Name                 |                                 | Address                             |                          | No. of Years  |
| Prior Occupation  | Firm Name                 |                                 | Address                             |                          | No. of Years  |
| Number and Street   |                           | -                               | nces for Last 10 Years<br>and State | •                        | <u>From To</u>  |
|   |                           | Party 2 – Occupat               | tions for Last 10 Years             | S                        |   |
| Present Occupation  | Firm Name                 |                                 | Address                             |                          | No. of Years  |
| Prior Occupation  | Firm Name                 | Party 2 – Resider               | Address                             | <u> </u>                 | No. of Years  |
| Number and Street   |                           | <u>City</u>                     | and State                           |                          | <u>From To</u>  |
|   |                           |                                 |                                     |                          |   |
|   | ged, bankrupt nor are t   | ed a business?                  |                                     |                          | might affect my title to this                                       |
| The undersigned declare   | e under penalty of perju  | ury that the above information  | on is true and correct.             | (all parties must s      | ign)  |
| Date  | Signature                 |                                 |                                     | Signature                |   |
|   | Home Phone                | Work Phon                       | e                                   | Home Phone               | Work Phone  |
|   | Email Address             | 3                               |                                     | Email Address            |   |

# stewart title

525 N. Brand Blvd, Glendale, CA 91203 Direct: 818-502-2706

# **CERTIFICATION OF TRUST**

(California Probate Code 18100.5)

# IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED

| I/We(Name of Trustee(s)) |   |  |                             |                           |
|--------------------------|---|--|-----------------------------|---------------------------|
|                          |   | (IVa   | The or Trustee(s))          |                           |
| as T                     | rustee(s) of the  |  |                             |                           |
|                          |   | (Na  | ime of Trust)               |                           |
| Stev                     | vart Title Guaranty Compan                              | (the "Trust") am/are providiny, a Texas corporation, and its policer collectively called "Company").         |                             |                           |
|                          |   | n requested to issue a title insuranc<br>mmitment issued under order numb                                    |                             |                           |
|                          | EREAS, Company has dete<br>be able to issue the request | ermined that information concerning ted policy of title insurance;   | the Trust is necessary to a | scertain whether Compan   |
|                          | REFORE, acting in my/our mation set forth below is ac   | capacity as Trustee(s) of the Trust, ccurate and correct.  | I/we hereby certify and cor | nfirm to Company that the |
| 1.                       | The Trust identification nu                             | number (SSN or employer Tax ID) is   | :                           |                           |
| 2.                       | As set out in the Trust, the                            | ne Settlor(s) of the Trust is/are:   |                             |                           |
| 3.                       | The current active Truste                               | ` '  |                             |                           |
| 4.                       | The power to sell, c                                    | ne powers of the Trustee(s) include:<br>convey and grant trust property.<br>thecate (borrow money and encumb |                             |                           |
| 5.                       | the powers set forth abov                               | re all currently active Trustee(s) requee?<br>YES NO   |                             | s when exercising         |
|                          | As set out in the Trust, the                            | ne Trust is: (check the appropriate b  | ox) Revocable _             | Irrevocable               |
| 6.                       |   |  |                             |                           |

8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed

and/or recorded against the Trust and/or Settlor(s).

- 9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
- 10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.

| 11. | Is this Certification of Trust is being executed by all currently active Trustees of the Trust? (circle one) YES NO If "NO," please explain:                                    |
|-----|---|
| 12. | Are there any living persons or entities named as Trustee in the Trust who are not "currently active Trustees"? (circle one) YES NO If "YES", identify by name and explain why: |

- 13. The undersigned Trustees acknowledge and understand that Company may require additional information, including copies and/or excerpts of the Trust and any amendments, when necessary, in order to make an insurance determination.
- 14. There are no claims, challenges of any kind, and/or alleged causes of action, contesting or questioning the validity of the Trust or the Trustee(s) authority to act on behalf of the Trust.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS IN THIS CERTIFICATION BEFORE SIGNING. THE TRUSTEE(S) HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION IS TRUE, ACCURATE AND CORRECT TO THE BEST OF HIS/HER/THEIR KNOWLEDGE. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS CERTIFICATION, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING. THE TRUSTEE(S) UNDERSTAND THAT COMPANY MAY DECIDE NOT TO PROVIDE THE REQUESTED TITLE INSURANCE DESPITE THE INFORMATION AND AFFIRMATIONS CONTAINED HEREIN.

| Date Signed:   | Date Signed:  |                                   |
|--|---|-----------------------------------|
| Print Trustee Name   | Print Trustee Name  |                                   |
| Trustee Signature  | Trustee Signature   |                                   |
| Date Signed:   | Date Signed:  |                                   |
| Print Trustee Name   | Print Trustee Name  |                                   |
| Trustee Signature  | Trustee Signature   |                                   |
| A notary public or other officer completing this certificattached and not the truthfulness, accuracy, or validities. | cate verifies only the identity of the individual who signed the document to whic<br>ty of that document.   | ch this certificate is            |
| State of   | }<br>}SS.   |                                   |
|  | }   |                                   |
| OnPublic, personally appeared  | before me,  | , Notary                          |
| within instrument and acknowledged capacity(ies), and that by his/her/their  | ry evidence to be the person(s), whose name(s) is/are su<br>to me that he/she/they executed the same in his/her/t<br>signature(s) on the instrument the person(s) or the entity<br>he instrument. I certify under PENALTY OF PERJURY un<br>g paragraph is true and correct. | heir authorized<br>upon behalf of |
| WITNESS my hand and official seal.   |   |                                   |
| Signature  | (this area for official no  | tarial seal)                      |

# PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be **filed with each conveyance in the County Recorder's office for the county where the property is located.** 

|      |                          |       | FOR ASSESSOR'S USE ONLY  |            |  |           |           |                 |  |  |
|------|--------------------------|-------|--|------------|--|-----------|-----------|-----------------|--|--|
|      |                          | Γ     |  | ٦          | ACCESCADE DA DOEL ANIMADED                               |           |           |                 |  |  |
|      |                          | 107   | 61 Crawford Canyon Road  |            | ASSESSOR'S PARCEL NUMBER                                 |           |           |                 |  |  |
|      | Santa Ana, CA 92705-1459 |       |  |            | SELLER/TRANSFEROR  |           |           |                 |  |  |
|      |                          |       |  |            | Des Jardins Robert P Tr BUYER'S DAYTIME TELEPHONE NUMBER |           |           |                 |  |  |
|      |                          |       |  |            | ( )  |           |           |                 |  |  |
|      |                          | L     |  | J          | BUYER'S EMAIL ADDRESS                                    |           |           |                 |  |  |
|      |                          |       | S OR PHYSICAL LOCATION OF REAL PROPERTY rd Canyon Road, Santa Ana, CA 92705-1459   |            |  |           |           |                 |  |  |
| □ YE |                          |       | This property is intended as my principal residence. If YES  | S, please  | indicate the date of occupancy                           | МО        | DAY       | YEAR            |  |  |
| □YE  | ES                       |       | NO Are you a disabled veteran or an unmarried surviving spous compensated at 100% by the Department of Veterans Affairs?   | ise of a   | disabled veteran who was                                 |           |           | <u> </u>        |  |  |
| MAIL | PROF                     | PERTY | TAX INFORMATION TO (NAME)  |            |  |           |           |                 |  |  |
|      |                          |       | TAX INFORMATION TO (ADDRESS)   | CITY       |  | S         | TATE ZIF  | CODE            |  |  |
|      |                          |       | rd Canyon Road   | Santa      | a Ana  | (         | CA 92     | 2705            |  |  |
| PAR  | T 1.                     |       | NSFER INFORMATION Please complete all statem   |            | an of the materia  |           |           |                 |  |  |
| YES  | NO                       | Inis  | section contains possible exclusions from reassessment for cer   | ertain typ | es of transfers.   |           |           |                 |  |  |
|      |                          | A.    | This transfer is solely between spouses (addition or removal of  | f a spou   | se, death of a spouse, divorce sett                      | lement,   | etc.).    |                 |  |  |
|      |                          | В.    | This transfer is solely between domestic partners currently reapartner, death of a partner, termination settlement, etc.).   | registere  | ed with the California Secretary of                      | f State ( | addition  | or removal of   |  |  |
|      |                          | * C.  | This is a transfer: ☐ between parent(s) and child(ren) ☐ fi  | from gra   | ndparent(s) to grandchild(ren).                          |           |           |                 |  |  |
|      |                          | * D.  | This transfer is the result of a cotenant's death. Date of death   |            |  |           |           |                 |  |  |
|      |                          | * E.  | This transaction is to replace a principal residence by a person 55 years of age or older.  Within the same county?   YES   NO   |            |  |           |           |                 |  |  |
|      |                          | * F.  | This transaction is to replace a principal residence by a person section 69.5. Within the same county?   YES   NO  | n who is   | severely disabled as defined by Re                       | evenue a  | and Tax   | ation Code      |  |  |
|      |                          | G.    | This transaction is only a correction of the name(s) of the personal fyES, please explain:   | on(s) ho   | lding title to the property (e.g., a na                  | ame cha   | nge upo   | on marriage).   |  |  |
|      |                          | Н.    | The recorded document creates, terminates, or reconveys a ler  | ender's ir | nterest in the property.                                 |           |           |                 |  |  |
|      |                          | I.    | This transaction is recorded only as a requirement for financing (e.g., cosigner). If YES, please explain:   |            |  | nvey a s  | ecurity i | nterest         |  |  |
|      |                          | J.    | The recorded document substitutes a trustee of a trust, mortgage   | age, or o  | ther similar document.                                   |           |           |                 |  |  |
|      |                          |       | This is a transfer of property:  | _          |  |           |           |                 |  |  |
|      |                          |       | 1. to/from a revocable trust that may be revoked by the transfer   |            | is for the benefit of tered domestic partner.            |           |           |                 |  |  |
|      |                          |       | 2. to/from an irrevocable trust for the benefit of the  ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner. |            |  |           |           |                 |  |  |
|      |                          | L.    |  |            |  |           |           |                 |  |  |
|      |                          | M.    | This is a transfer between parties in which proportional into<br>being transferred remain exactly the same after the transfer.   | •          | •  |           | ach an    | d every parcel  |  |  |
|      |                          | N.    | This is a transfer subject to subsidized low-income housing imposed by specified nonprofit corporations.   | require    | ments with governmentally impos                          | ed restr  | ictions,  | or restrictions |  |  |
|      |                          | * O.  | This transfer is to the first purchaser of a new building containir  | ing an a   | ctive solar energy system.                               |           |           |                 |  |  |
|      |                          |       | Other. This transfer is to   | -          | <del></del> ,  |           |           |                 |  |  |
|      |                          |       | ease refer to the instructions for Part 1.   |            |  |           |           |                 |  |  |
|      |                          | Р     | lease provide any other information that will help the Asses   | ssor un    | derstand the nature of the transf                        | er.       |           |                 |  |  |

# THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 13 (06-17)

| PAF      | RT 2. OTHER TRANSFER INFORMATION   | Check and complete as applicable   | <u>.</u>                                |
|----------|--|------------------------------------|---|
| A.       | Date of transfer, if other than recording date:  |                                    |   |
| B.       | Type of transfer:  |                                    |   |
|          | ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐  | Merger, stock, or partnership acqu | isition (Form BOE-100-B)                |
|          | ☐ Contract of sale. Date of contract:  |                                    | te of death:                            |
|          |  |                                    | ase began:                              |
|          | Original term in years (including written options):  | Remaining term in years (ii        | ncluding written options):              |
|          | ☐ Other. Please explain:   |                                    |   |
| C.       | Only a partial interest in the property was transferred. $\ \square$ YES $\ \square$ NO  | If YES, indicate the perc          | entage transferred:%                    |
| PAF      | RT 3. PURCHASE PRICE AND TERMS OF SALE   | Check and complete as applicable   | •                                       |
| A.       | Total purchase price.  |                                    | \$                                      |
| B.       | Cash down payment or value of trade or exchange excluding closing costs  |                                    | Amount \$                               |
| C.       | First deed of trust @% interest for years. Monthly   |                                    | Amount \$                               |
|          | ☐ FHA (Discount Points) ☐ Cal-Vet ☐ VA (disclosure   |                                    |   |
|          | Points) ☐ Fixed rate ☐ Variable rate   |                                    |   |
|          | ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller  |                                    |   |
|          | ☐ Balloon payment \$ Due date:   |                                    |   |
| D.       | Second deed of trust @   |                                    | Amount \$                               |
|          | ☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union  |                                    |   |
|          | ☐ Balloon payment \$ Due date:   |                                    |   |
| Ε.       | Was an Improvement Bond or other public financing assumed by the buyer   |                                    |   |
| F.       | Amount, if any, of real estate commission fees paid by the buyer which are   | · ·                                | <u> </u>                                |
| G.       | The property was purchased: ☐ Through real estate broker. Broker name: ☐ Direct from seller ☐ From a family member-Relationship                        | Phone i                            | number: ( )                             |
|          | ☐ Other. Please explain:   |                                    |   |
| H.       | Please explain any special terms, seller concessions, broker/agent fees vexisting loan balance) that would assist the Assessor in the valuation of you |                                    | nformation (e.g., buyer assumed the     |
| PAF      | RT 4. PROPERTY INFORMATION   | Check and complete as applicable   | •                                       |
| A.       | Type of property transferred   |                                    |   |
|          |  | o-op/Own-your-own                  | ☐ Manufactured home                     |
|          |  | ondominium<br>meshare              | ☐ Unimproved lot☐ Commercial/Industrial |
|          |  |                                    |   |
| B.       | YES NO Personal/business property, or incentives, provided by se property are furniture, farm equipment, machinery, etc. Exa                           |                                    |   |
|          | If YES, enter the value of the personal/business property:   | \$ Ince                            | entives \$                              |
| C.       | $\square$ YES $\square$ NO A manufactured home is included in the purchase price.  |                                    |   |
|          | If YES, enter the value attributed to the manufactured home:   | \$                                 |   |
|          | $\square$ YES $\square$ NO $$ The manufactured home is subject to local property tax. If   | NO, enter decal number:            |   |
| D.       | $\square$ YES $\square$ NO The property produces rental or other income.   |                                    |   |
|          | If YES, the income is from: $\hfill\square$ Lease/rent $\hfill\square$ Contract $\hfill\square$ Mineral rights   | ☐ Other:                           |   |
| E.       | The condition of the property at the time of sale was: $\square$ Good $\square$ Averag   | e □ Fair □ Poor                    |   |
|          | Please describe:   |                                    |   |
|          | CERTIFICAT   | ION                                |   |
|          | rtify (or declare) that the foregoing and all information hereon, including any ny knowledge and belief.   | accompanying statements or docur   | ments, is true and correct to the best  |
| SIGN     | IATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER  | DATE                               | TELEPHONE                               |
| <b>•</b> |  |                                    | ( )                                     |
| NAM      | E OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PF   | INT) TITLE                         | EMAIL ADDRESS                           |