

APPLICATION SUMMARY

Application for dissolution of a County Service Area Zone of Benefit

		11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
Zone Name/Number:	(5)	49 Hawk View 2013 No. 98613								
Contact Person:	500	in Mar Diarmid, Lennar								
Address:	140 Ro	1970 Rocky Ridge Drive Suite 320 Rose Ville A 95661								
Telephone Number:	91	6-746-8570								
Services to be elimina (Check all that apply)	ated:	Road improvement and/or maintenance Drainage facility maintenance Other (Specify):								
Attachments:	□ Deposit (filing fee)□ Petition□ Zone Parcel List									
F	FOR C	COUNTY STAFF USE ONLY								
Staff initial and date										
lu Builg	Petition	n complete as to form								
2	Comm	ents: Single Maperty								
lf 316119	APNs confirmed ☐ 51% of registered voters OR ☐ 51% of assessed value									
0 45 10	Comm	ents Single Property - 1003; of Dune step								
M 21016	Petition signatures verified by Elections Department									
	Comments: MA - Notwised; Corp. Reso Tuchedel									



Zone name/number:

COUNTY OF EL DORADO

AC

				Page	of
PE	TITION TO DIS	SOLVE			
OUNTY SE	RVICE AREA Z	ONE OF I	BENEF	IT	
5A 9	Hawk View	70B	No.	98613	3

INSTRUCTIONS: Provide printed name, signature, Assessor's Parcel Number (APN), address (if none, so state), name of incorporated community, and date petition is signed. If signatory is not registered to vote at the listed parcel, provide address where registered to vote. If signatory is not registered to vote in El Dorado County, signature must be notarized, and notary acknowledgement attached. This Petition may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each of which shall have the force and effect of an original and all of which together shall constitute one and the same instrument.

of which together shall constitute one and the same instrument. YOUR SIGNATURE ON THIS PETITION INDICATES YOUR DESIRE TO HAVE THE ABOVE NAMED ZONE OF BENEFIT DISSOLVED. Name (Print): Laurar House Date: Signature: APN Address Address where registered to vote (if different than APN address): Signature verification (Elections Department): Name (Print): APN: Signature: Date: APN Address: Address where registered to vote (if different than APN address): Signature verification (Elections Department): APN: Name (Print): Date: Signature: APN Address: Address where registered to vote (if different than APN address): Signature verification (Elections Department): Name (Print): APN: Date: Signature: Address where registered to vote (if different than APN address): APN Address: Signature verification (Elections Department):

ACKNOWLEDGMENT

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

validity of that document.	*					
State of California County of						
On February 22, 2019 before me,	Rosa Catanzaro, Notary Public					
	(insert name and title of the officer)					
personally appeared Larry Gualco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing					
WITNESS my hand and official seal.	ROSA CATANZARO Comm. #2150978 Notary Public California					

Signature

(Seal)

Sacramento County
Comm. Expires Apr 28, 2020

LENNAR HOMES OF CALIFORNIA, INC.

CERTIFICATE OF INCUMBENCY

FEBRUARY 13, 2019

The undersigned, Mark Sustana, as the duly elected, qualified and acting Secretary of Lennar Homes of California, Inc., a California corporation (the "Corporation"), hereby certifies that:

- 1. ROBERT TUMMOLO is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on September 29, 1997;
 - 2. LARRY GUALCO is a duly elected, qualified and acting Vice President of the Corporation, serving continuously in such capacity since his election on March 1, 2002; and
 - 3. All actions, transactions bonds and deeds by ROBERT TUMMOLO and LARRY GUALCO in their capacities as Vice Presidents, in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incumbency on behalf of the Corporation effective as of the date first written above.

Mark Sustana, Secretary

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 13th day of February 2019, by Mark Sustana, as Secretary of Lennar Homes of California, Inc., a California, on behalf of the Corporation. He is personally known to me and did not take an oath.

VICKI RIVERO
MY COMMISSION # GG 094640
EXPIRES: August 14, 2021
Bonded Thru Notary Public Underwriters

State of Florida



COUNTY OF EL DORADO

CAUTORY					Page of
()	0	ZONE PAI	RCEL LIST	700	11 90613
Zone name/number <u>SA</u>	9	Hawk	View	20B	No. 7861)

INSTRUCTIONS: Provide Assessor's Parcel Number (APN), parcel owner name and address (if none, so state), name of incorporated city of unincorporated community for each parcel within the boundaries of the zone. List assessed value of land, improvements, and total assessed value.

ASSESSOR'S PARCEL NUMBER (APN)	ASSESSED VALUE				
PARCEL OWNER NAME AND ADDRESS	LAND	IMPROVEMENTS	TOTAL		
APN: 115-040-016-000	¥q,690,000	Ø	\$ 9,690,000		
Name: (See a Hacked) Lennar Address: 1420 Rocky Ridge Dr., Rose ville					
Address: 1420 Rocky Redgedr., Roseville	-				
APN:					
Name:					
Address:					
APN:					
Name:					
Address:					
APN:					
Name:					
Address:					
APN:					
Name:					
Address:					
APN:					
Name:					
Address:					
APN:					
Name:					
Address:					

Parcel Number 115-040-16-100

Current Property Owners

LENNAR HOMES OF CA INC CA CORP 1420 ROCKY RIDGE DR STE 300 ROSEVILLE CA 95661-2835 Address change date 12/05/2017 100% Ownership Separate Property

Assessor's information is for assessment and tax purposes only and should not be relied upon for status of development or building purposes.

Property Description

🖫 Assessor's Plat map 115-04

Assessor History Maps

Assessor G.I.S. Map

Abstract code: Secured

Reference: POR PM 18/80/A (A portion of Parcel A of Book 18 of Parcel Maps, Page 80)

Parcel map 018-080

For Zoning, Flood Zone, Census Tract, etc.: "El Dorado County Planning Dept." or "Tahoe Regional

Planning Agency"

Last appraisal effective date: 11/01/2017

Last appraisal reason: 100% change in ownership

Last appraiser's initials: JEK

APN Status: 00, Active

Primary use: 24, Rural land 20+ acres

The **USE** is only reviewed at the time of last taxable event and may not be a legal use.

Tax Rate Area: 100-230 Rescue Union school district

2018-2019 Taxable Property Values

Property Type	Value
Land	9,690,000
Land Total	9,690,000
Total Roll	9,690,000
Net Roll	9,690,000

Event List

Roll	Date	APN	Event	Seq.	Туре	Stmt.	I.D.	Stmt. #	Value
		Status	Status			Status			
2018	01/01/2018	Annual Roll	Active	1	Roll	Pending			9,690,000
2017	11/01/2017	Billed		1	Change in	1st Paid	0.9 (0.95)	317638S 328 C 6 of	9,690,000 29

					Ownership				
2017	08/15/2017	Billed		1	Change in Ownership	1st Paid	0034062	317637S	9,690,000
2017	01/01/2017	Annual Roll	Active	1	Roll	Paid		072398	1,439,122
2016	01/01/2016	Annual Roll	Active	1	Roll	Paid		072333	1,410,904
2015	01/01/2015	Annual Roll	Active	1	Roll	Paid		072350	905,873
2014	01/01/2014	Annual Roll	Active	1	Roll	Paid		072345	905,873
2013	01/01/2013	Annual Roll	Active	1	Roll	Paid		072376	905,873
2012	01/01/2012	Annual Roll	Active	1	Roll	Paid		072355	905,873
2011	01/01/2011	Annual Roll	Active	1	Roll	Deflt Abstract		803602	905,873
2011	01/01/2011	Been Corrected	Inactive	1	Roll	First Paid		072378	1,164,500
2010	01/01/2010	Annual Roll	Active	1	Roll	Paid		072380	1,164,500
2009	01/01/2009	Annual Roll	Active	1	Roll	Paid		072403	1,297,000
2008	09/19/2008	Billed		1	Change in Ownership	Refund	0046276	309240R	1,297,000
2008	01/01/2008	Annual Roll	Inactive	1	Roll	No Bill			9,348,000

Property Characteristics

Area calculations and characteristics are not guaranteed. Users should verify items such as permits,

building areas, acreages, zoning, legal use, etc.

Characteristic Change Date 08/06/2008 Value

Estimated Acreage 38.47 Access Type Private Easement or Right of Way Road Type Asphalt

Parcel Split Background

08/06/2008 This parcel was formed from parcel 115-040-14-100

Owner Change History

Recorded Document:

Document Number: 2017-0049153

Click here to view recorded document 2017-0049153

Record Change Date: 11/01/2017

19-0328 C 7 of 29

Effective Owner Change Date: 11/01/2017

Proposition 13 appraisal: Yes

Value change: 100%

Document transfer tax: 10,659.00

Sales Reject reason: Not an open market transaction

Recorded Document:

Document Number: 2017-0034062

Click here to view recorded document 2017-0034062

Record Change Date: 08/15/2017

Effective Owner Change Date: 08/15/2017

Proposition 13 appraisal: Yes

Value change: 100%

Document transfer tax: 20,935.20

Sales Reject reason: Not an open market transaction

Recorded Document:

Document Number: 2008-0046276

Click here to view recorded document 2008-0046276

Record Change Date: 09/19/2008

Effective Owner Change Date: 09/19/2008

Proposition 13 appraisal: Yes

Value change: 100%

Recorded Document:

Document Number: 2005-0053624

Click here to view recorded document 2005-0053624

Record Change Date: 06/30/2005

Effective Owner Change Date: 06/30/2005

Ownership Information Carry Forward From Parent Parcel

Value change: 100%

Generated Thursday March 14, 2019 12:14:13 PDT for PUBLIC at 172.19.136.66 e-mail the Assessor assessor@edcgov.us



2230 Del Paso Road Sacramento, California 95834 Office Phone: (916)630-8545

Office Fax: (916)630-8513

Escrow Officer Email: lbencivengo@nat.com

AMENDED 12/19/2018

Our Order No.:

1554212

Property Address: APN: 115-040-16

, CA

Attention: Lucy Bencivengo

Roseville, CA 95661

North American Title Company, Inc.

2240 Douglas Boulevard, Suite 120

Preliminary Report Dated as of December 11, 2018 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

North American Title Insurance Company

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

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A 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 A. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

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

The form of Policy of title insurance contemplated by this report is: Subdivision Guarantee

Please note that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Julie Grace, Title Officer

SCHEDULE A

- 1. The estate or interest in the land hereinafter described or referred to covered by this report is:
 - Fee simple.
- 2. Title to said estate or interest at the date hereof is vested in:
 - LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION
- 3. The Land referred to in this report is situated in the State of California, County of El Dorado, and is described as follows:

See attached Legal Description

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

LOTS 1 THROUGH 22, 35, 36, 46 THROUGH 48, 83 THROUGH 114 AND LOTS B, C, E, F, J, R AND LL-1, INCLUSIVE, AS SHOWN ON THE FINAL MAP OF HAWK VIEW UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY ON OCTOBER 15, 2018 IN BOOK K OF MAPS, AT PAGE 24, EL DORADO COUNTY RECORDS.

APN: **115-040-16**

SCHEDULE B

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

1. Taxes for proration purposes only for the fiscal year 2018-2019.

First Installment:

\$51,496.49, PAID

Second Installment:

\$51,496.49, PAID

Tax Rate Area:

100-230

APN:

115-040-16

- 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 3. Assessments, if any, of the El Dorado Irrigation District.
- 4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2018-01, as disclosed by Notice of Special Tax Lien recorded November 15, 2018 as Instrument No. 2018-0043909 of Official Records.
- 5. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2018-1, as disclosed by Notice of Special Tax Lien recorded December 06, 2018 as Instrument No. 2018-0046484 of Official Records.
- 6. The terms and provisions contained in the document entitled "Agreement for Water Service" recorded February 13, 1981 as Book 1953, Page 540 of Official Records.
- 7. The terms and provisions contained in the document entitled "Bass Lake Hills Specific Plan Development Agreement-Hawk View Partners" recorded July 10, 1997 as Instrument No. 033262 in Book 4949, Page 027 of Official Records.
- 8. The terms and provisions contained in the document entitled "Resolution 313-2006 Formation of the Hawk View Zone of Benefit #98613 within County Service Area #9 to Provide Road and Drainage Facility Improvement and Maintenance Service" recorded October 5, 2006 as Instrument No. 2006-0068339 of Official Records.
- 9. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Water" recorded December 1, 2006 as Instrument No. 2006-0082677-00 of Official Records.
- 10. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Recycled" recorded December 1, 2006 as Instrument No. 2006-0082678-00 of Official Records.
- 11. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Wastewater" recorded December 1, 2006 as Instrument No. 2006-0082679-00 of Official Records.
- 12. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Wastewater" recorded December 22, 2006 as Instrument No. 2006-0087865-00 of Official Records.
- 13. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Recycled" recorded December 22, 2006 as Instrument No. 2006-0087866-00 of Official Records.

- 14. The terms and provisions contained in the document entitled "Extension of Facilities Agreement Water" recorded December 22, 2006 as Instrument No. 2006-0087867-00 of Official Records.
- 15. The terms and provisions contained in the document entitled Community Benefit and Development Agreement, executed by and between County of El Dorado and Lennar Winncrest, LLC, recorded October 17, 2017, as Instrument No. 2017-0046207-00 of Official Records.

The last mentioned item was also recorded October 17, 2017 as Instrument No. 2017-0046208-00 of Official Records.

- 16. The terms and provisions contained in the document entitled Memorandum of Profit Participation Agreement (Bass Lake Hills), executed by and between Lennar Winncrest, LLC, a Delaware limited liability company and Lennar Homes of California, Inc., a California corporation, recorded November 1, 2017, as Instrument No. 2017-0049154-00 of Official Records.
- 17. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Water" recorded March 2, 2018 as Instrument No. 2018-0007745-00 of Official Records.
- 18. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Wastewater" recorded March 2, 2018 as Instrument No. 2018-0007746-00 of Official Records.
- 19. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Water" recorded March 2, 2018 as Instrument No. 2018-0007747-00 of Official Records.
- 20. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Wastewater" recorded March 2, 2018 as Instrument No. 2018-0007748-00 of Official Records.
- 21. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Water" recorded March 2, 2018 as Instrument No. 2018-0007749-00 of Official Records.
- 22. The terms and provisions contained in the document entitled "Extension of Facilities Agreement-Wastewater" recorded March 2, 2018 as Instrument No. 2018-0007750-00 of Official Records.
- 23. An easement shown or dedicated on the Map as referred to in the legal description

For: Reciprocal Access, Driveway, Public Utility, Slope, Storm Drain, Landscape, Building Set Back, Postal and incidental purposes.

- 24. Abutter's rights of ingress and egress to or from North Silver Dove Way, Bass Lake Road, Grant Drive, Levy Lane, have been dedicated or relinquished on the filed Map.
- 25. The terms and provisions contained in the document entitled "Notice of Restriction" recorded October 15, 2018 as Instrument No. 2018-0039944 of Official Records.
- 26. The terms and provisions contained in the document entitled "Park Land Designation/Dedication Agreement" recorded October 26, 2018 as Instrument No. 2018-0041503 of Official Records.

***** NOTES *****

NOTICE OF RECORDING PROCEDURE

Pursuant to Cal. Revenue & Tax Code §480.3, all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee. If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged. Preliminary Change in Ownership forms, instructions on how to complete them, and a nonexclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

Effective January 1, 2018, Cal. Government Code §27388.1 imposes an additional fee of \$75.00 to be paid at the time of recording for every real estate instrument, paper, or notice required or permitted by law to record, except those expressly exempted from payment.

2. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seg. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company, Inc. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

- 3. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
- 4. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

5. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

File Number: 54801-1554212-18

OWNER'S DECLARATION

The undersigned Owner(s) of legal age, being duly sworn, deposes and states under penalty of perjury under the laws of the State of California.

L.	Insura issued	ance/Preliminary Report No. 54801	l-1554 n Title	described in that certain Commitment of Title 4212-18 dated as of February 16, 2018 ("Commitment/Report") a Company, Inc. ("North American Title Company, Inc.") is by)
		Single family residences		One-to-four family residences
		Apartment building		Office building
		Commercial building		Combination office/commercial building
		Industrial building		Vacant Land
		Other:		
2.	WOR	OF IMPROVEMENT: Please response	nd to	A, B and C below:
				of this Affidavit, no repairs or work of improvement supplied to, the Property except as follows:
		(Enter "No	one" if	f such is true.)
	If you	have described any work of impro	veme	nt above, please complete the following:
		Started on,	20	
		Completed on, Will be completed on,	20	
	Ц	will be completed on		, 20
	B. Ce	completion within 150 days of	labor the d	where a work of Improvement was discontinued before
				
		2. There has not been a cessation completion within 150 days of		abor where a work of improvement was discontinued before ate of this Affidavit.

	C. There are no unpaid bills for labor or material because of any improvements made to the Property except:	
	(Enter "None" if such is true.)	
3.	No one is in possession of, or has any right to possession of, the Property except:	
	□ Declarant as owner.	
	☐ Tenants based only on month-to-month rental agreements.	
	☐ Tenants based upon existing leases as listed on the Rent Roll attached hereto as Exhibit A and incorporated herein by reference.	
	□ Other:	
4.	No person(s) or entitles, have (i) any options to purchase or rights of first refusal, including because under any leases referred to in Paragraph 3 above, and/or (ii) easements, licenses, a other rights allowing them to use, encroach on, or access to the Property except (i) as shown Commitment/Report, and (ii)	greements or
	(Enter "None" if such is true.)	
5.	Those certain lease(s) shown as exception number(s) in the Commitment/Report (a) expired by their own terms, or (b) if they have not expired, the lessee(s) have vacated the Declarant has been notified of the vacation of the Property either by correspondence from the physical inspection of the property.	e Property and
6.	To the best of Declarant's knowledge, there are no unrecorded real property taxes or assessing the Property.	nents against
	The undersigned is not aware of any release reports or commitment statements which have pertaining to any environmental issues or liens.	been issued
7.	This Affidavit is given for the purpose of inducing North American Title Company, Inc. and its policy(ies) of title insurance which may provide coverage with respect to all matters set forth North American Title Company, Inc. elects, in its discretion, to (a) accept this Affidavit, and (insurance policy(ies) to third parties, North American Title Company, Inc. will do so in materithis Affidavit and the representation and covenants in this Affidavit.	n herein. If b) issue title
8.	Declarant acknowledges that he/she has read this Affidavit, that all the statements made in the Affidavit are true and correct of his/her own actual knowledge, and fully understands the legal aspects of any misrepresentations or untrue statements made in this Affidavit. Declarant, be personally and on behalf of Owner, covenants and agrees to defend, indemnify, and hold No American Title Company, Inc. harmless from and against any and all claims, actions, suits (including arbitration), liabilities, losses, damages, costs, charges, attorney's fees and other expenses of every nature and character as a result of its reliance on this Affidavit.	al oth

Executed on	, 20 , at		1
		(City)	(State)
"Declarant"			
Owner			
Owner			
OWNE			*
A notary public or other officer of certificate verifies only the id individual who signed the documer certificate is attached, and not the accuracy, or validity of that docume	entity of the nt to which this ne truthfulness,		
State of			
County of			
Subscribed and sworn to (or affirm, 20,			
the basis of satisfactory evidence	to be the person(s) w	who appeared before	me.
(seal)	Signature		

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Referring Party: North American Title Company, North American Title Company,
Inc., North American Title Company of Colorado, North American Title Agency, LLC,
North American Title, LLC, North American Title Agency, Inc., North American Title
Company, LLC, or North American National Title Solutions, LLC, as applicable ("NAT")

This is to give notice that NAT has a business relationship with North American Title Insurance Company ("NATIC") and North American Advantage Insurance Services, LLC ("NAAIS"). NAT, NATIC and NAAIS, directly or indirectly, are wholly owned subsidiaries of North American Title Group, LLC ("NATG"), which is ultimately owned by Lennar Corporation. Lennar Corporation has also entered into a definitive merger agreement on October 30, 2017 with CalAtlantic Group, Inc., the parent company of CalAtlantic Insurance Services ("CAAIS"). If the merger is completed, CAAIS will be an affiliate of NAT. Because of this relationship, this referral of services may provide NAT a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services provided by NATIC, NAAIS, and CAAIS. You are NOT required to use NATIC, NAAIS, or CAAIS as a condition for closing your transaction and obtaining insurance.

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.

Title Insurance Fees

NAT provides closing services and title insurance through numerous title insurance underwriters, one of which is NATIC. If NATIC is selected as the title insurer, the following fees apply:

10% - 40% of costs for lender's and/or owner's title insurance, as applicable, depending on the property state, and as shown on the Loan Estimate and/or Closing Disclosure provided by your lender.

Contact your local NAT representative for a more detailed title insurance quote based on your specific transaction.

Insurance

NAAIS and CAAIS are insurance agents that provide, among other products, homeowner's/hazard and flood insurance. Set forth below is the estimated range of charges by NAAIS for the settlement services listed.

Settlement Service

Range of Charges - Annual Premium

Hazard Insurance

.2% - 2.5% of Home Price

Flood Insurance

.1% - .5% of Home Price

NOTE:

The above is a premium range for hazard and flood insurance. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by NAAIS or CAAIS is subject to NAAIS's or CAAIS's application of its underwriting guidelines, including but not limited to verification of your credit score and previous loss history.

Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.

OPEN LOANS AFFIDAVIT

Ord	ler Number: 54801-1554212-18					Escrow Number: 54801-1554212-18
	ears under penalty of periury that the follo	NA/i	na inf	ormati	on d	of legal age, hereby declares and eclarations, representations and answers are
	e, correct and complete:	, , , , ,	ilg illi	ormaci	on, u	ectarations, representations and answers are
1.	I am the current owner of the property in this to	ran	saction	which	has ar	n address of:
	APN: 115-040-16, , CA					
2.	That the following is a complete and compreher (If no open loans, please write					
1.)	Current Lender:					Loan Balance \$
	Original Lender:					Original Loan Amount: \$
	Are you in default of this Loan:		YES		NO	IF YES, how long () MONTHS
2.)	Current Lender:					Loan Balance \$
	Original Lender:					Original Loan Amount: \$
	Are you in default of this Loan:		YES		NO	IF YES, how long () MONTHS
3.)	Current Lender:					Loan Balance \$
	Original Lender:					Original Loan Amount: \$
	Are you in default of this Loan:		YES		NO	IF YES, how long () MONTHS
4.)	Current Lender:	ı				Loan Balance \$
	Original Lender:					Original Loan Amount: \$
	Are you in default of this Loan:		YES		NO	IF YES, how long () MONTHS
And Nor kno to in may	for all other parties hereafter dealing with or wh th American Title Company (including its affiliate w that North American Title Company will rely or ndemnify and hold North American Title Compan	no nes ar n the y ha oth	nay ac nd und is Affic armles er part	quire and erwrite and the and	n inter rs) to d wou o beco ny of t	he information, declarations, representations and
Date	ed:					
BY	:			BY	′:	

NORTH AMERICAN TITLE COMPANY, INC.

2230 Del Paso Road, Sacramento, CA 95834 (916)630-8545 Fax: (916)630-8513 Email: nocal.rocklin@nat.com

Closing Protection Letters can be ordered directly by emailing cacpl@nat.com with your title order number and property address.

Lender Tbd

Attention:

Your Ref:

Our Order No.: 54801-1554212-18

LENDERS SUPPLEMENTAL REPORT

Dated as of October 02, 2018 AT 7:30 A.M.

Title Officer: Julie Grace

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

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Vacant Land Known as: APN: 115-040-16 Unincorporated Area County of El Dorado State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

A document recorded August 15, 2017 as Instrument No. 2017-0034062-00 of Official Records.

From: BL Road, LLC, a California limited liability company

To: Lennar Winncrest, LLC, a Delaware limited liability company

A document recorded November 1, 2017 as Instrument No. 2017-0049153-00 of Official Records.

From:

Lennar Winncrest, LLC, a Delaware limited liability company

To:

Lennar Homes of California, Inc., a California corporation

North Am	erican Title Group Family of Companies					
FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, LLC FAM PERSONAL INFORMATION?	DOES NORTH AMERICAN TITLE GROUP, LLC FAMILY OF COMPANIES DO WITH YOUR NAL INFORMATION?				
Why?	al law gives					
	consumers the right to limit some, but not all, sharing. I	imers the right to limit some, but not all, sharing. Federal law also requires us to tell you				
	how we collect, share, and protect your personal information. Please read this notice of					
	to understand what we do.					
What?	The types of personal information we collect and share depend on the product or serv					
	have with us. This information can include:	ve with us. This information can include:				
	 Social Security number and income 	Social Security number and income				
	 Transaction history and payment history 	Transaction history and payment history				
	 Purchase history and account balances 					
How?	All financial companies need to share customers' personal information to run their everyday					
	business. In the section below, we list the reasons financial companies can share their					
	customers' personal information, the reasons North Am	erican Title Group, LLC	Family of			
	Companies ("NATG") chooses to share, and whether you	nies ("NATG") chooses to share, and whether you can limit this sharing.				
Reasons we	can share your personal information	Does NATG	Can you limit			
		share?	this sharing?			
	yday business purposes	Yes	No			
Such as to process your transactions, maintain your account(s), respond to		to				
	and legal investigations, or report to credit bureaus					
	keting purposes	Yes	No			
	products and services to you					
	rketing with other financial companies	No	We don't share			
	ates' everyday business purposes	Yes	No			
	about your transactions and experiences					
	ates' everyday business purposes	No	We don't share			
	about your creditworthiness					
	ates to market to you	Yes	Yes			
For nonaffiliates to market to you		No	We don't share			
To limit our						
	process via our NATTRACK system: <u>www.nat.com/Opt-Out</u> OR					
	Mail the form below					
	Please note:					
	If you are a new customer, we can begin sharin					
	date we sent this notice. When you are no long	ger our customer, we co	ontinue to share			
	your information as described in this notice.					

	process via our NATTRACK system: www.nat.com/Opt-Out OR • Mail the form below Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.
	However, you can contact us at any time to limit our sharing.
Questions?	Call 1 (844) 654-5408
×	

Mail-in Form	
If you have a joint	Mark any/all you want to limit:
account, your	☐ Do not allow your affiliates to use my personal information to market to me.
choice(s) will apply to	
everyone on your	Name
account unless you	Address
mark below.	
☐ Apply my choices	City, State, Zip
only to me.	Account #

Mail To:

North American Title Group, LLC Family of Companies

ATTN: General Counsel

760 Northwest 107th Avenue, Suite 400

Miami, FL 33172

Page 2	
Who we are	· · · · · · · · · · · · · · · · · · ·
Who is providing this notice?	North American Title Group, LLC Family of Companies (identified below), which offers title insurance and settlement services and property and casualty insurance
What we do	
How does NATG 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 safeguards and secure files and buildings.
How does NATG collect my personal information?	 We collect your personal information, for example, when you Apply for insurance; Apply for financing; Give us your contact information Provide your mortgage information Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only Sharing for affiliates' everyday business purposes — information about your creditworthiness Affiliates from using your information to market to you Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing	Your choices will apply to everyone on your account – unless you tell us
for an account I hold jointly with	otherwise.
someone else?	otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a Lennar name; financial companies such as Eagle Home Mortgage, Eagle Home Mortgage of California, CalAtlantic Mortgage, Inc., and Rialto Capital Management; and nonfinancial companies, such as Lennar Corporation, Lennar Multifamily Companies, Lennar Commercial, Lennar Homes USA, Lennar Family of Builders, CalAtlantic Homes, Lennar Sales Corp., SPH Title, Inc., Sunstreet Energy Group, Five Point Communities, WCI Communities, LLC, Watermark Realty Referral, Inc., and WCI Realty, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • NATG doesn't jointly market.

The North American Title Group, LLC Family of Companies consists of the following entities:

North American Title Company North American Abstract Agency North American Title Company, Inc. NASSA, LLC North American Title Company of Colorado North American Title, LLC North American Title Insurance Company North American Advantage Insurance Services, LLC North American National Title Solutions, LLC North American Services, LLC North American Title Agency, Inc. North American Title Agency, LLC CalAtlantic Title, Inc. CalAtlantic Title Atlanta, LLC CalAtlantic Title of Maryland, Inc. CalAtlantic Title Charleston, LLC

CLTA STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/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:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
 - This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
- d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

Your Deductible Amount Our Maximum Dollar Limit of Liability Covered Risk 16: 1% of Policy Amount Shown in Schedule A or \$2,500 \$10,000 (whichever is less) 1% of Policy Amount Shown in Schedule A or \$5,000 Covered Risk 18: \$25,000 (whichever is less) Covered Risk 19: 1% of Policy Amount Shown in Schedule A or \$5,000 \$25,000 (whichever is less) Covered Risk 21: 1% of Policy Amount Shown in Schedule A or \$2,500 \$5,000 (whichever is less)

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:

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

(i) the occupancy, use, or enjoyment of the Land;

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

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) Ány law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

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Order No. 54801-1554212-18

- (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 Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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 from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

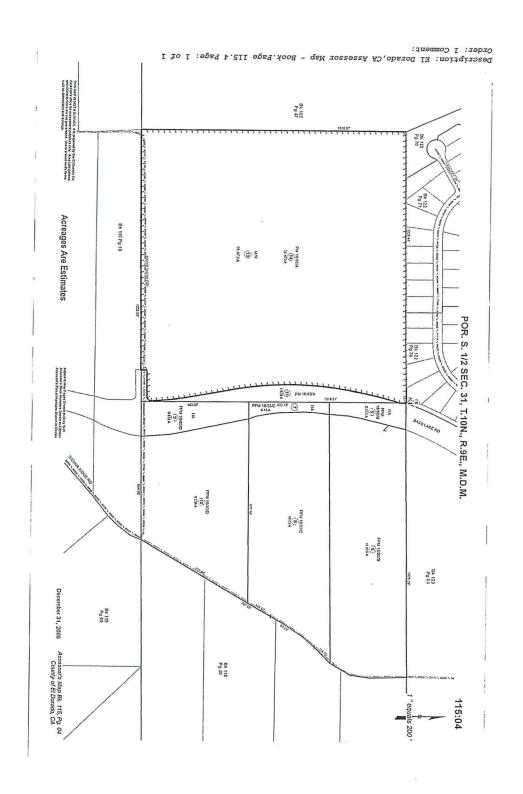
 Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be
- asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 Records.
- Any lien or right to a lien for services, labor or material not shown by the Public Records.
- [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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

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

- (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;
 - the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - 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
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - 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 (b) 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;
 - 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
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. 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 5 or 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
 - a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 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.





COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

INTEROFFICE MEMORANDUM

Date:

March 6, 2019

To:

Sally Zutter, Property Tax Division Manager

From:

Elizabeth Zangari, Department Analyst II

Subject:

Assignment of Tax Rate Area

The State Board of Equalization (SBE) requires approval by the Property Tax Division of the Auditor Controller's office for all new Tax Rate Areas (TRAs), The Hawk view Road and Drainage Zone 98613 in County Service Area 9 was formed October 3, 2006 by Resolution 313-2006. An application to dissolve the Zone was submitted by the current owner. A hearing to consider the dissolution is scheduled for April 2, 2019. Anticipating there will not be a significant protest against the action, the Department of Transportation requests approval of a change to the Tax Rate Area for AN 115-040-016-000 prior to filing the action with that the State Board of Equalization.

Assessor's Number	2006 Tax Rate	Current Tax Rate	New Tax Rate
	Area	Area	Area
115-040-016-000	100-013	100-230 🗸	100-013

I understand that this information will be provided to the State Board of Equalization upon my approval. The Department of Transportation will complete the filing.

Sally Zutter, F

Property Tax Division Manager

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Date