

ALTA Commitment for Title Insurance

ISSUED BY



**First American Title Insurance Company** 

File No: NCS-1026625-PHX1

# **COMMITMENT FOR TITLE INSURANCE**

# **Issued By**

# FIRST AMERICAN TITLE INSURANCE COMPANY

# NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

# **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

# First American Title Insurance Company

Muy L Smith

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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## **COMMITMENT CONDITIONS**

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II—Exceptions.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

Arbitration provision intentionally removed.

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# First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

# First American Title Insurance Company

File No: NCS-1026625-PHX1

# Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Issuing Office: 2425 E. Camelback Road, Suite 300, Commercial Services Phoenix, AZ 85016 Commitment No.: NCS-1026625-PHX1 Issuing Office File No.: NCS-1026625-PHX1

Property Address: 102 East Natoma Street, Folsom, CA Revision No.:

Issuing Office: 2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016 Issuing Office File No.: NCS-1026625-PHX1 Escrow Officer/Assistant: Alix Graham/ Phone: (602)567-8141/ Email: agraham@firstam.com/ Title Officer/Assistant: Richard E. Brown/ Phone: (602)567-8100/ Email: ribrown@firstam.com/

# SCHEDULE A

- 1. Commitment Date: August 19, 2020 at 7:30 AM
- 2. Policy to be issued:
  - (a) ⊠ 2006 ALTA Extended Owner's Policy 1402.06 (6-17-06) Policy Proposed Insured: Vintage Housing Holdings, LLC, a California limited liability company Proposed Policy Amount: \$ 2,900,000.00
  - (b) □ ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
  - (c) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, <u>at the Commitment Date, vested in</u>:

DHIR Capital, LLC, a California limited liability company

5. The Land is described as follows:

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

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ALTA Commitment for Title Insurance

**First American Title Insurance Company** 

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# SCHEDULE B, PART I

# Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. Other:

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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[X] J. The following LLC documentation is required from:

(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] K. The following partnership documentation is required :

 (i) a copy of the partnership agreement, including all applicable amendments thereto
 (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State

(iii) express Partnership Consent to the current transaction

[] L. The following corporation documentation is required:

(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

- [X] M. Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [] N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [X] O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [] P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [] Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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- [] R. Financial statements from the appropriate parties must be submitted to the Company for review.
- [] S. A copy of the construction contract must be submitted to the Company for review.
- [] T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- [] U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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ALTA Commitment for Title Insurance

Schedule BI & BII (Cont.)

First American Title Insurance Company

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# SCHEDULE B, PART II

# Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (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.
- 3. 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.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. 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.
- 6. (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.
- 7. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
- 8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

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9. Any unpaid amounts owing for utilities, of record or not, due to the County and/or any of the following entities:

Folsom Utility Billing Division at (916) 351-3391.

- 10. Water rights, claims or title to water, whether or not shown by the public records.
- 11. Rights of the public in and to that portion of the land lying within East Natoma Street..
- 12.
   An easement for electrical facilities and incidental purposes, recorded July 18, 1916 in Book 448 of Deeds, Page 482.

   In Favor of:
   Pacific Gas and Electric Company Affects:

   Pacific Gas and Electric Company Affects:
   The Southerly 25 feet, as described therein
- 13.
   An easement for public utilities and incidental purposes, recorded September 07, 1984 in Book

   840907, Page 968
   of Official Records.

   In Favor of:
   Sacramento Municipal Utility District

   Affects:
   as described therein
- 14. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 15. Rights of parties in possession.

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ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. Taxes for proration purposes only for the fiscal year 2019-2020.

.18, PAID
.18, PAID
20-042-0000

- 2. The property covered by this report is vacant land.
- 3. 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 April 27, 2	2020 as Document No. 202004271244 of Official Records.
From:	GABD Limited Liability Company, a California limited liability company
To:	Beckie Kwong, a married woman as her sole and separate property, and Cyrus Kwong, a married man as his sole and separate property and Gary Kwong and Amy Kwong, husband and wife as joint tenants and Hsin Yuan Huang, a married man as his sole and separate property and Kau Wai Cheung and Amy Ling Cheung, husband and wife
A document recorded April 27, 2	2020 as Instrument No. 202004271245 of Official Records.
From:	Cassandra Gonzales, spouse of the grantee herein
То:	Cyrus Kwong, a married man, as his sole and separate property
-	2020 as Instrument No. 202004271246 of Official Records.
From:	Victor Fong, spouse of the grantee herein
To:	Beckie Kwong, a married woman, as her sole and separate property
A document recorded April 27, 2	2020 as Instrument No. 202004271247 of Official Records.
From:	Beckie Kwong, a married woman as her sole and separate property, and Cyrus Kwong, a married man as his sole and separate property and Gary Kwong and Amy Kwong, husband and wife as joint tenants and Hsin Yuan Huang, a married man as his sole and separate property and Kau Wai Cheung and Amy Ling Cheung, husband and wife
То:	Montara Grove, LLC, a California limited liability company
A document recorded April 27, 2	2020 as Instrument No. 202004271248 of Official Records.
From:	Montara Grove, LLC, a California limited liability company
To:	DHIR Capital, LLC, a California limited liability company

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4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted thereon. First American Title Insurance Company 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 this Commitment or the Policy, if any, to which the map is attached.

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The Land referred to herein below is situated in the City of Folsom, County of Sacramento, State of California, and is described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND BEING A PORTION OF THE RANCHO RIO DE LOS AMERICANOS AND OF PROJECTED SECTION 30 AND 31, TOWNSHIP 10 NORTH RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION 25 AND 36 TOWNSHIP 10 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE RANCHO RIO DE LOS AMERICANOS, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN 7.80 ACRE TRACT CONVEYED BY BERESA INC. TO PACIFIC GAS AND ELECTRIC COMPANY, BY A DEED RECORDED APRIL 23, 1958, IN BOOK 3495, OF OFFICIAL RECORDS, PAGE 189, FROM WHICH POINT THE 6 INCH BY 6 INCH CONCRETE MONUMENT SET AT THE NORTHEAST CORNER OF NATOMA HEIGHTS UNIT NO. 12, AS THE SAME IS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 70 OF MAPS, AT MAP NO. 15, BEARS SOUTH 0° 06' EAST 112.60 FEET, AND RUNNING FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF SAID RANCHO RIO DE LOS AMERICANOS, NORTH 0° 06' WEST 753.00 FEET TO A FENCE LINE MARKING THE SECTION LINE COMMON TO SECTIONS 30 AND 31, TOWNSHIP 10 NORTH, RANGE 8 EAST AND CONTINUING NORTH 0° 06' WEST ALONG THE EAST LINE OF SAID RANCHO RIO DE LOS AMERICANOS, 827.88 FEET, MARKING 1580.88 FEET IN ALL, TO A POINT ON THE SOUTHERLY LINE OF SO-CALLED "MORMON ISLAND ROAD"; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, SOUTH 81° 21' 50" WEST 69.66 FEET AND SOUTH 84° 55' WEST 319.50 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN 6.64 ACRE TRACT CONVEYED BY ALICE G. ANDERSON TO NATOMAS WATER COMPANY BY A DEED DATED AUGUST 22, 1953, RECORDED SEPTEMBER 2, 1953, IN BOOK 2470 OF OFFICIAL RECORDS, PAGE 403; THENCE ALONG THE EASTERLY LINE OF SAID 6.64 ACRE TRACT SOUTH 29° 03' 40" EAST 711.23 FEET; THENCE ALONG THE SOUTH LINE OF SAID 6.64 ACRE TRACT WEST 644.30 FEET; THENCE ALONG THE WEST LINE OF SAID 6.64 ACRE TRACT NORTH 595.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID "MORMON ISLAND ROAD"; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, SOUTH 84° 55' WEST 138.38 FEET TO A POINT ON THE CENTER LINE OF GREEN VALLEY ROAD; THENCE ALONG THE CENTER LINE OF SAID GREEN VALLEY ROAD SOUTH 64° 04' 20" WEST 551.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56° 19' 20" WEST 269.75 FEET; THENCE SOUTH 48° 34' 20" WEST 1829.31 FEET TO A POINT ON THE NORTH LINE OF THAT 7.80 ACRE TRACT, CONVEYED BY BERESA INC., TO PACIFIC GAS AND ELECTRIC COMPANY; THENCE ALONG SAID NORTH LINE NORTH 88° 05' EAST 2919.81 FEET TO THE POINT OF BEGINNING.

EXCEPTIING THEREFORE FROM THE FOLLOWING:

PARCEL 1, AS SHOWN ON THE "PARCEL MAP", RECORDED AS PER MAP RECORDED JUNE 30, 1976, IN <u>BOOK 27 OF</u> PARCEL MAPS, PAGE 6, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

ALL THAT CERTAIN REAL PROPERTY LYING WITHIN THE EXTENSION BOUNDARIES OF CIMMARON HILL AS SHOWN ON THE OFFICIAL MAP THEREFORE FILED IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, IN BOOK 122 OF MAPS, MAP NO. 10.

For conveyancing purposes only: APN 071-0320-042

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