



3223 Blume Drive, 2nd floor  
Richmond, CA 94806  
Phone: 510-222-5052  
Fax: 510-222-9931

File No.: 54706-20-00655

Buyer: Jose Ibarra and Rosaura Munoz De Ibarra  
Buyer Address: 5151 Hilltop Drive, El Sobrante, CA 94803

### SETTLEMENT AGENT'S STATEMENT OF RECEIPT OF SELLER'S CERTIFICATE OF NON-FOREIGN STATUS

Property Address: 309 South 13th Street, Richmond, CA 94804  
Settlement/Escrow No.: 54706-20-00655

I, Melannie Steeley, hereby certify to Jose Ibarra and Rosaura Munoz De Ibarra (buyer) that:

- a. I am the Settlement Agent in the above referenced transaction ("Transaction");
- b. I am an employee of North American Title Company, Inc. which is a "Qualified Substitute" under Internal Revenue Code (IRC) Section 1445(f)(6); and
- c. Pursuant to IRC Section 1445(b)(9), that each of the following seller or sellers, who are all of the sellers in the Transaction, has provided to me a completed copy of the Seller's Certificate of Non- Foreign Status pursuant to IRC Section 1445(b)(2): The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019 (Sellers)

Executed under penalty of perjury at Richmond, California on this August 14, 2020.

  
\_\_\_\_\_  
(Settlement Agent's Signature)

**Note:**

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. Pursuant to IRC Section 1445(b)(2) no withholding is required if the transferor (seller) furnishes to the transferee (buyer) a non-foreign affidavit stating, under penalty of perjury, the transferor's United States taxpayer identification number and that the transferor is not a foreign person.

Section 1445(b)(9) was added to the Internal Revenue Code (IRC) on July 30, 2008 in order to provide an alternative procedure for furnishing Non-Foreign Affidavits. The alternative procedure allows a seller to furnish the Non-Foreign Affidavit to a "qualified substitute" instead of the buyer so long as the qualified substitute furnishes a statement to the buyer stating, under penalty of perjury, that the qualified substitute is in possession of the Non-Foreign Affidavit. A qualified substitute is defined as the person (including any attorney or title company) responsible for closing the transaction, other than the seller's agent, and the buyer's agent. (See IRC § 1445(f)(6)).

File No./Escrow No. : 54706-20-00655  
 Print Date & Time: August 14, 2020 7:19 pm  
 Officer/Escrow Officer : Melannie Steeley  
 Settlement Location : 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806

North American Title Company, Inc.  
 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806



Property Address: 309 South 13th Street  
 Richmond, CA 94804

Borrower: Jose Ibarra and Rosaura Munoz De Ibarra  
 5151 Hilltop Drive  
 El Sobrante, CA 94803

Seller: Cynthia Larae Dunn, Successor Trustee of The 2019 Charles R. Dunn Trust  
 3123 Fiesta Court  
 El Sobrante, CA 94803

Lender: American Pacific Mortgage Corporation  
 Lender Address: 3000 Lava Ridge, Suite 200, Roseville, CA 95661  
 Loan Number: 000906891

This is to certify that this is a true and correct copy of the original.  
 NORTH AMERICAN TITLE COMPANY, INC.

Settlement Date: August 14, 2020  
 Disbursement Date: August 14, 2020

BY Melannie Steeley  
 Melannie Steeley

| Seller |            | Description  | Borrower   |            |
|--------|------------|--|------------|------------|
| Debit  | Credit     |  | Debit      | Credit     |
|        |            | <b>Financial</b>   |            |            |
|        |            | Lender Credits (Incl -\$200.00 For Increased Closing Costs Above Legal Limit) from American Pacific Mortgage Corporation |            | 200.00     |
|        | 650,000.00 | Sale Price of Property   | 650,000.00 |            |
|        |            | Deposit  |            | 5,000.00   |
|        |            | Loan Amount  |            | 487,500.00 |
|        |            | Buyer's funds to close   |            | 179,410.03 |
|        |            | <b>Prorations/Adjustments</b>  |            |            |
| 566.67 |            | Rent-Unit 309<br>08/14/20-09/01/20   |            | 566.67     |
| 552.50 |            | Rent-Unit 311<br>08/14/20-09/01/20   |            | 552.50     |
| 538.33 |            | Rent-Unit 313<br>08/14/20-09/01/20   |            | 538.33     |
| 783.20 |            | County Taxes \$3,278.53<br>07/01/20 - 08/14/20   |            | 783.20     |

| Seller |        | Description   | Borrower |        |
|--------|--------|---|----------|--------|
| Debit  | Credit |   | Debit    | Credit |
|        |        | <b>Prorations/Adjustments (continued)</b>   |          |        |
| 493.55 |        | Rent-Unit 315<br>08/14/20-09/01/20  |          | 493.55 |
| 500.00 |        | Rent Deposit-Unit 311   |          | 500.00 |
| 500.00 |        | Rent Deposit-Unit 313   |          | 500.00 |
|        |        | <b>Loan Charges to American Pacific Mortgage Corporation</b>  |          |        |
|        |        | 1.927% of Loan Amount (Points)  | 9,394.13 |        |
|        |        | Processing Fee  | 400.00   |        |
|        |        | Underwriting Fee  | 895.00   |        |
|        |        | 442 Final Inspection Fee<br>\$200.00 paid outside closing by Borrower                                   |          |        |
|        |        | Appraisal Fee to Appraisal Management Specialist, LLC<br>\$895.00 paid outside closing by Borrower      |          |        |
|        |        | Credit Report Fee to Partners Credit & Verification Solutions   | 54.20    |        |
|        |        | Reimburse upfront fees to JVM Lending   | 795.00   |        |
|        |        | Prepaid Interest<br>\$42.320 per day from 08/14/20 to 09/01/20<br>American Pacific Mortgage Corporation | 761.76   |        |
|        |        | <b>Other Loan Charges</b>   |          |        |
|        |        | Signing Service Fee (Buyer) to First Class Signing Service  | 175.00   |        |
| 150.00 |        | Signing Service Fee (Seller) to Sherry O'Brien  |          |        |
|        |        | <b>Impounds</b>   |          |        |
|        |        | Homeowner's Insurance to American Pacific Mortgage Corporation<br>3.000 months at \$105.35/month        | 316.05   |        |
|        |        | Property Taxes to American Pacific Mortgage Corporation<br>8.000 months at \$1,080.10/month             | 8,640.80 |        |
|        |        | Aggregate Adjustment to American Pacific Mortgage Corporation   |          | 737.45 |
|        |        | <b>Title Charges and Escrow/Settlement Charges</b>  |          |        |
|        |        | CLTA Endorsement 110.9-06 (Environmental Protection Lien) to North American Title Company, Inc.         | 25.00    |        |
| 50.00  |        | Courier/Overnight Fee to North American Title Company, Inc.   | 50.00    |        |
|        |        | Escrow Fee to North American Title Company, Inc.  | 1,097.00 |        |

| Seller    |        | Description   | Borrower |        |
|-----------|--------|---|----------|--------|
| Debit     | Credit |   | Debit    | Credit |
|           |        | <b>Title Charges and Escrow/Settlement Charges (continued)</b>  |          |        |
|           |        | Lender's Title Insurance to North American Title Company, Inc.<br>Coverage: 487,500.00<br>Premium: 791.00<br>Disclosed Premium: 1,382.00  | 791.00   |        |
|           |        | Loan Tie In Fee to North American Title Company, Inc.   | 350.00   |        |
| 45.00     |        | Processing Fee - Franchise Tax Board, per submission to North American Title Company, Inc.  |          |        |
|           |        | Recording Process Service Fee to North American Title Company, Inc.   | 25.00    |        |
|           |        | Owner's Title Insurance to North American Title Company, Inc.<br>Coverage: 650,000.00<br>Premium: 1,796.00<br>Disclosed Premium: 1,205.00 | 1,796.00 |        |
|           |        |   |          |        |
|           |        | <b>Commissions</b>  |          |        |
| 16,250.00 |        | Real Estate Commission to Select Real Estate Group  |          |        |
| 16,250.00 |        | Real Estate Commission to Realty One Group, Future  |          |        |
|           |        |   |          |        |
|           |        | <b>Government Recording and Transfer Charges</b>  |          |        |
|           |        | Recording Fee - Deed to NAT fbo the Contra Costa County Recorder  | 26.00    |        |
| 4,550.00  |        | City Transfer Tax to NAT fbo the Contra Costa County Recorder   |          |        |
| 357.50    |        | County Transfer Tax to NAT fbo the Contra Costa County Recorder   | 357.50   |        |
|           |        | Recording Fee - Deed of Trust to NAT fbo the Contra Costa County Recorder   | 68.00    |        |
|           |        |   |          |        |
|           |        | <b>Miscellaneous</b>  |          |        |
|           |        | Homeowner's Insurance Premium to Safeco Insurance<br>12 months  | 1,264.15 |        |
| 21,645.00 |        | FTB Withholding to Franchise Tax Board  |          |        |
| 1,000.00  |        | Home Warranty to Old Republic Home Protection Co., Inc.   |          |        |
| 99.00     |        | Natural Hazard Disclosure to Disclosure Source NHD  |          |        |
| 168.54    |        | Utilities-pay outstanding garbage to Republic Services  |          |        |
| 500.00    |        | Rent Deposit-Unit 309   |          | 500.00 |
|           |        |   |          |        |

| <b>Seller</b> |               |                               | <b>Borrower</b> |               |
|---------------|---------------|-------------------------------|-----------------|---------------|
| <b>Debit</b>  | <b>Credit</b> |                               | <b>Debit</b>    | <b>Credit</b> |
| 64,999.29     | 650,000.00    | <b>Subtotals</b>              | 677,281.59      | 677,281.73    |
| 585,000.71    |               | <b>Due to Seller/Borrower</b> | 0.14            |               |
| 650,000.00    | 650,000.00    | <b>Totals</b>                 | 677,281.73      | 677,281.73    |

File No./Escrow No. : 54706-20-00655  
 Print Date & Time: August 11, 2020 2:28 pm  
 Officer/Escrow Officer : Melannie Steeley  
 Settlement Location : 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806

North American Title Company, Inc.  
 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806



Property Address: 309 South 13th Street  
 Richmond, CA 94804

Borrower: Jose Ibarra and Rosaura Munoz de Ibarra *Ibarra*  
 5151 Hilltop Drive *MS*  
 El Sobrante, CA 94803

Seller: Cynthia Larae Dunn, Successor Trustee of The 2019 Charles R. Dunn Trust

Lender: American Pacific Mortgage Corporation  
 Lender Address: 3000 Lava Ridge, Suite 200, Roseville, CA 95661  
 Loan Number: 000906891

Settlement Date: August 18, 2020  
 Disbursement Date: August 18, 2020

| Description  | Borrower/Buyer |            |
|--|----------------|------------|
|  | Debit          | Credit     |
| <b>Financial</b>   |                |            |
| Sale Price of Property                                       | 650,000.00     |            |
| Deposit  |                | 5,000.00   |
| Loan Amount  |                | 487,500.00 |
| <b>Prorations/Adjustments</b>                                |                |            |
| Rent-Unit 309<br>08/18/20-09/01/20                           |                | 433.33     |
| Rent-Unit 311<br>08/18/20-09/01/20                           |                | 422.50     |
| Rent-Unit 313<br>08/18/20-09/01/20                           |                | 411.67     |
| County Taxes \$3,278.53<br>07/01/20 - 08/18/20               |                | 856.06     |
| Rent-Unit 315<br>08/18/20-09/01/20                           |                | 383.87     |
| Rent Deposit-Unit 311  |                | 500.00     |
| Rent Deposit-Unit 313  |                | 500.00     |
| <b>Loan Charges to American Pacific Mortgage Corporation</b> |                |            |
| 1.927% of Loan Amount (Points)                               | 9,394.13       |            |

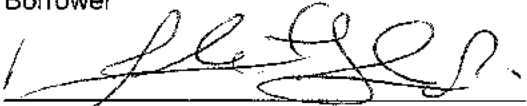
| Description   | Borrower/Buyer |        |
|---|----------------|--------|
|   | Debit          | Credit |
| <b>Loan Charges to American Pacific Mortgage Corporation (continued)</b>  |                |        |
| Processing Fee  | 400.00         |        |
| Underwriting Fee  | 895.00         |        |
| Appraisal Fee to Appraisal Management Specialist, LLC<br>\$895.00 paid outside closing by Borrower  |                |        |
| Credit Report Fee to Partners Credit & Verification Solutions   | 54.20          |        |
| Prepaid Interest<br>\$42.320 per day from 08/13/20 to 09/01/20<br>American Pacific Mortgage Corporation                                   | 804.08         |        |
| <b>Other Loan Charges</b>   |                |        |
| Signing Service Fee (Buyer)   | 250.00         |        |
| <b>Impounds</b>   |                |        |
| Homeowner's Insurance to American Pacific Mortgage Corporation<br>3.000 months at \$105.35/month  | 316.05         |        |
| Property Taxes to American Pacific Mortgage Corporation<br>8.000 months at \$1,080.10/month   | 8,640.80       |        |
| Aggregate Adjustment to American Pacific Mortgage Corporation   |                | 737.45 |
| <b>Title Charges and Escrow/Settlement Charges</b>  |                |        |
| CLTA Endorsement 110.9-06 (Environmental Protection Lien) to North American Title Company, Inc.   | 25.00          |        |
| Courier/Overnight Fee to North American Title Company, Inc.   | 50.00          |        |
| Escrow Fee to North American Title Company, Inc.  | 1,097.00       |        |
| Lender's Title Insurance to North American Title Company, Inc.<br>Coverage: 487,500.00<br>Premium: 791.00<br>Disclosed Premium: 1,382.00  | 791.00         |        |
| Loan Tie In Fee to North American Title Company, Inc.   | 350.00         |        |
| Recording Process Service Fee to North American Title Company, Inc.   | 25.00          |        |
| Owner's Title Insurance to North American Title Company, Inc.<br>Coverage: 650,000.00<br>Premium: 1,796.00<br>Disclosed Premium: 1,205.00 | 1,796.00       |        |
| <b>Government Recording and Transfer Charges</b>  |                |        |
| Recording Fee - Deed to NAT fbo the Contra Costa County Recorder  | 41.00          |        |
| County Transfer Tax to NAT fbo the Contra Costa County Recorder   | 357.50         |        |
| Recording Fee - Deed of Trust to NAT fbo the Contra Costa County Recorder   | 104.00         |        |
| <b>Miscellaneous</b>  |                |        |
| Homeowner's Insurance Premium to Safeco Insurance<br>12 months  | 1,264.15       |        |
| Rent Deposit-Unit 309   |                | 500.00 |

|                          | Debit      | Credit     |
|--------------------------|------------|------------|
| <b>Subtotals</b>         | 676,654.91 | 497,244.88 |
| <b>Due from Borrower</b> |            | 179,410.03 |
| <b>Totals</b>            | 676,654.91 | 676,654.91 |

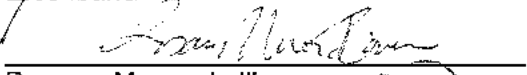
**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize North American Title Company, Inc. to cause the funds to be disbursed in accordance with this statement.

Borrower



José Ibarra



Rosaura Munoz de Ibarra

Ibarra (RM)





North American Title Company, Inc.

3223 Blume Drive, 2nd floor
Richmond, CA 94806
Phone 510-222-5052 \* Fax 510-222-9931

RENT STATEMENT

Date: August 11, 2020
GF No.: 54706-20-00655
Proration Date: August 18, 2020

Property Address: 309 South 13th Street
Richmond, CA 94804

I make the following statement of rentals of the property I am conveying so that said rents may be adjusted in escrow based on said statement:

Table with 7 columns: House or Unit No., Rental Amount, Paid Per M/W/D, Paid To Date, Prepaid Rent, Prepaid Deposit, Prorated Rent. Rows include units 309, 311, 313, and 315 with their respective rental amounts and proration values.

Unless prior to date of recording documents in this escrow I have notified you in writing of some change in the above statement, you are to consider that I will collect all rents which fall due according to the foregoing statement prior to the close of escrow, and you will make all adjustments of rents accordingly. You will also pay my grantee the above security money (if any) charging my account therefor.

EACH OF THE UNDERSIGNED STATES AND DECLARES THAT HE/SHE HAS READ THE FOREGOING INSTRUCTIONS, ACKNOWLEDGES RECEIPT AND HEREBY APPROVES SAME FOR USE IN THIS ESCROW.

The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

BY: \_\_\_\_\_

The above statement of rents is hereby approved and you will prorate accordingly.

Handwritten signatures of Jose Ibarra and Rosaura Munoz de Ibarra with printed names and a circular stamp.



ESCROW INSTRUCTIONS

To: North American Title Company, Inc.
3223 Blume Drive, 2nd floor
Richmond, CA 94806
510-222-5052 Fax No. 510-222-9931

Escrow Officer: Melannie Steeley
Escrow No.: 54706-20-00655
Date: August 11, 2020

Total Sales Price/Consideration \$650,000.00

Seller(s) hands you a Deed in favor of Jose Ibarra and Rosaura Munoz de Ibarra and all other supporting documentation and instructions necessary to complete this transaction.

Ibarra
RMT

Buyer(s) will deliver to you any instruments and/or funds as shown on the "Estimated Settlement Statement" as required from Buyer(s) to enable you to comply with these instructions, all of which you are authorized to use and/or deliver, and when you are in a position to issue an America First Homeowner Policy (ALTA/CLTA Homeowner's Policy of Title Insurance) Policy of Title Insurance through North American Title Insurance Company with a Loan Policy of Title Insurance pursuant to the Lender's written instructions.

Covering the property commonly known and described by Seller as: 309 South 13th Street, Richmond, CA 94804

SHOWING TITLE VESTED IN: Jose Ibarra and Rosaura Munoz de Ibarra, husband and wife

RMT
Ibarra

Please indicate by initialing and/or completing other vesting:

- JOINT TENANTS
TENANTS IN COMMON
COMMUNITY PROPERTY
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
OTHER:

Escrow Holder is instructed to vest the property as stated above, however, to the extent above conflicts with previous instructions received in escrow, Escrow Holder is instructed to follow the above instructions without further approval.

Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer(s) written vesting instructions.

CLOSE OF ESCROW: Close of Escrow to be on or before August 18, 2020, or thereafter, unless revoked in writing to escrow holder by the undersigned.

PRELIMINARY REPORT APPROVAL: The undersigned Buyer(s) hereby acknowledges receipt of a copy of the Preliminary Report issued by North American Title Company, Inc. under the above referenced Escrow Number 54706-20-00655, Dated July 13, 2020, with plat attached and has examined same.

The legal description set forth therein is hereby approved and Buyer(s) agrees to accept title to the real property described in said report subject to the following exceptions:

- A. General and Special County, and City (if any) Taxes for the current fiscal year, not delinquent, and ensuing taxes, if any, a lien not yet payable.
B. All other bonds and assessments levied or assessed to the date of close of escrow.

(CONTINUED)

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials [Signature]

Additional instructions made a part of previous pages as if fully incorporated here.

- C. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements, and the exception or reservation of water, oil, gas minerals, carbons, hydrocarbons or kindred substances on or under said land, now of record, if any, or in the Deed to file.
- D. Preliminary report items.

1,3,4,5,6

All other items are to be eliminated prior to close of escrow.

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer(s) as part of this escrow.

Buyer(s) further acknowledges that Escrow Holder has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s). Buyer(s) understands that, should there be any involuntary liens recorded against the Buyer(s) at the time Buyer(s) acquires title, these involuntary liens will become liens on the title to the property.

The undersigned Seller(s) has read, approved and declares that there are no other liens or encumbrances against subject property, other than those shown on the preliminary report and/or otherwise disclosed in writing.

**PRORATIONS:** All prorations for the property are to be handled in escrow as reflected on the "Estimated Settlement Statement." Any items for prorations between the undersigned parties, other than the real property taxes, shall be provided to Escrow Holder in writing prior to the close of escrow. Prorations are based on a 30 day month.

**CALIFORNIA REAL ESTATE TAX WITHHOLDING:** Effective January 1, 2020, the California Franchise Tax Board requires the submission of Form 593 to determine real estate tax withholding whenever a transfer of title on California real property occurs. Escrow Holder is required to collect a completed Form 593 from transferor and submit same to Franchise Tax Board regardless of whether real estate tax withholding is due the Franchise Tax Board. Escrow Holder shall collect the amount of \$45.00 from transferor as listed in Part II of Form 593 for each Form 593 that Escrow Holder must submit.

Escrow Holder is further authorized and instructed to insert the date of recording on the completed Form 593 as the Date of Transfer, Exchange Completion, Failed Exchange or Installment Payment as outlined on line 32 of said form.

In addition, in the event payment to the Franchise Tax Board is required, Escrow Holder is authorized and instructed to: (1) insert the amount provided on the estimated settlement statement for withholding as the amount of withholding on Form 593 (which amount reflects 3 1/3 percent of the purchase price unless the transferor has provided a different amount in Part VI of Form 593; (2) deduct the stated amount from funds due transferor at close of escrow; (3) deliver Form 593 and the withholding amount to California Franchise Tax Board.

The parties to this escrow agree that Escrow Holder shall not be responsible or liable for the accuracy or sufficiency of the form, its content or any matter relating to the withholding. In the event the California Franchise Tax Board penalizes Escrow Holder and/or North American Title Company for incomplete information submission relating to the completion of the form, transferor agrees to reimburse North American Title Company for said penalties.

**PRELIMINARY CHANGE OF OWNERSHIP FORM:** The parties herewith hand North American Title Company, Inc. a completed Preliminary Change of Ownership Report (PCOR), and further authorize and instruct North American Title Company, Inc. to rely on said completed PCOR for purposes of notifying the County Recorder's Office regarding an exemption from the Building and Jobs Act Fee pursuant to Government Code section 27388.1. North American Title Company, Inc. shall not be concerned nor responsible for the accuracy of said PCOR.

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials LS / RME

Additional instructions made a part of previous pages as if fully incorporated here.

**HAZARD INSURANCE:** Buyer/Borrower agrees to provide a new hazard insurance acceptable to lender and to pay required premium for coverage through escrow, unless a paid receipt is deposited into escrow. North American Title Company, Inc. is hereby authorized to request and obtain insurance as required by the Lender. **Please provide your fire insurance information:**

**Agent:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**NO DEMAND:** In the event this property is encumbered by an existing loan(s)/deed(s) of trust, and a current written demand indicating the amounts necessary to pay the loan in full has not been received by this date, Seller(s) hereby acknowledges that the figures shown on the attached estimated Seller's statement are approximate, predicated on amounts provided verbally by others or on the original loan amount. Escrow Holder is hereby authorized and instructed to pay Lender's written demand when received, including, but not limited to, the principal balance, interest, prepayment penalties, impound deficiencies and any other fees and charges required by said Lender(s) without further approval from the undersigned. Seller(s) also acknowledges that the figures shown on the Seller(s)' statement are estimates, subject to change pursuant to receipt of the written demand(s) and Escrow Holder is authorized to adjust the net proceeds accordingly. The undersigned further understand that this escrow cannot close until these written demands have been received.

**NOTARY REQUIREMENTS:** The undersigned parties are herein made aware that North American Title Company, Inc. requires that all documents be signed with either an employee of North American Title Company, Inc. or with Company Approved Notary.

**FINAL APPROVALS:** Buyer(s) and Seller(s) signatures on the "Estimated Settlement Statement" and deposit of funds with Escrow Holder will constitute their specific acknowledgment that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

Upon close of escrow, Escrow Holder is instructed to disburse in accordance with the signed "Estimated Settlement Statement" without further instruction from the parties hereto.

The undersigned acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will be responsible for payment of bills, invoices or inspections approved for payment by Buyer(s), Seller(s) and/or Lender, if applicable, prior to close of escrow. Any bills, invoices or inspections received after the close of escrow shall not be the responsibility of Escrow Holder.

**SPECIAL RECORDINGS:** In the event documents in this escrow are recorded subsequent to the regular recording time as mandated by the county recorders which customarily is 8:00 am. The undersigned are aware that funds may not be available for disbursement for the payment of liens, proceeds or commissions until the following business day and that no interest will be earned on any funds.

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials WJ AK

Additional instructions made a part of previous pages as if fully incorporated here.

**DOCUMENTS/FUNDS DELIVERY:** After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

**MAILING ADDRESS  
(AFTER CLOSE OF ESCROW):**

Rosaura Muñoz de Ibarra

\_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Cell Phone: (510) 495-4160

Email Address: rosaura\_ibarra@comcast.net

**MAILING ADDRESS  
(AFTER CLOSE OF ESCROW):**

Jose Ibarra

\_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: (510) 365-5304

Cell Phone: (510) 684-9644

Email Address: Jose\_ibarra@comcast.net

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials JJ / RMI

Additional instructions made a part of previous pages as if fully incorporated here.

**NORTH AMERICAN TITLE COMPANY, INC.  
GENERAL PROVISIONS**

**1. DEPOSIT AND DISBURSEMENT OF FUNDS**

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds received in this escrow shall be deposited with other escrow funds in general escrow accounts in a federally insured financial institution ("depositories"). As a result of NATC maintaining its general escrow accounts with the depositories, NATC may receive certain financial benefits such as an array of bank services, accommodations, loans or other business benefits from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of NATC and NATC shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. Any such collateral benefits shall be deemed additional compensation earned by NATC for its services as escrow holder.

**2. FUNDS TO CLOSE**

The Good Funds Law (California Insurance Code Section 12413.1) mandates that NATC may not disburse funds until the funds are, in fact, available in NATC's account. NATC shall not be responsible for any financial consequences resulting in a delayed closing if funds received by NATC are not available for immediate withdrawal.

Under Section 12413.1 of the California Insurance Code, NATC 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). **FRAUD WARNING:** NATC will require independent confirmation for any written instructions, amendments, or revisions thereto, from Buyer or Seller relating to wires. If you receive wire instructions from NATC that deviate from wire information you have previously received or been given by NATC, please contact your NATC settlement officer immediately.

**Next business day availability.** If funds are deposited 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). An Official Check is not a Cashier's Check unless it meets the statutory requirements of a Cashier's Check. It is the parties' responsibility to determine their Bank's check procedure and whether their Bank is able to provide a proper check to afford next day availability. Failure to do so may result in delay of close of escrow.

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

These are the minimum periods before funds will be made available. NATC is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time or another form of deposit 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. If any check submitted to NATC is dishonored upon presentment for payment, NATC is authorized to notify all parties and/or their respective agents of such nonpayment.

NATC WILL NOT ACCEPT ACH TRANSFERS. Cash will be accepted only under special circumstances and upon approval by management.

**3. REISSUANCE OF CHECKS**

In the event any check(s) issued through the escrow or sub-escrow process are uncashed or unnegotiated ("uncashed") for a period of 120 days after NATC's original issuance of such check(s), NATC is authorized and instructed to cancel such check(s) and reissue to the same payee(s) at a charge of \$25.00 per check. If the original canceled check is in an amount of \$25 or less, then NATC is authorized and instructed to charge and pay to itself as its fee the entire amount of the check as canceled. If any reissued check remains uncashed for a period of 120 days, NATC is authorized and instructed to process the remaining funds for escheatment to the State of California, in accordance with NATC's customary escheatment procedures.

**4. CLOSE OF ESCROW**

The phrase "close of escrow" (or "COE" or "CE") means the date on which documents are recorded, unless otherwise specified.

**5. PRORATION, ADJUSTMENTS AND DEMANDS**

Unless otherwise specified in writing, all prorations or adjustments are to be made as of close of escrow on the basis of a thirty (30) day month. NATC is to use the information contained in the latest available real property tax statement (without regard to any reassessments or subsequent changes), rental statement(s) provided by the seller, beneficiary's statement(s), fire insurance policy(ies) delivered into escrow for the prorations provided for herein, without any obligation to verify the accuracy of such information.

**6. SUPPLEMENTAL TAXES**

The parties acknowledge that the property may be reassessed as a result of a change in ownership or completion of construction. Such reassessment may result in an increase or decrease in the amount of annual property taxes based on the new property value and also may result in supplemental taxes being assessed for the current year. The parties instruct NATC to: (1) prorate taxes between buyer and seller based on the latest available general tax bill, unless the parties provide a different basis for the proration in writing to NATC; (2) pay all outstanding taxes assessed for prior years, including supplemental taxes, from seller's proceeds, unless instructed otherwise in writing; and (3) prorate supplemental taxes which affect the current year between

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials

Additional instructions made a part of previous pages as if fully incorporated here.

buyer and seller. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and NATC is released of any liability in connection with such adjustments.

In the event there is a "negative" supplemental tax bill that results in a decrease in the current taxes, the undersigned parties are aware that a refund in whole or in part may be issued by the county tax collector directly to the seller. Any dispute or claim between the parties as a result of such a refund shall be handled between buyer and seller directly, and without involvement of NATC. If the transaction involves a short sale, the parties instruct NATC to send any refund of the property taxes paid by the seller to the short sale lender/beneficiary of the first deed of trust.

The parties agree that NATC is not responsible for determining the potential for any reassessment or supplemental taxes and understand that no funds will be held in escrow to address any potential increase or additional amounts owed. The undersigned release NATC from any claim or liability relating to taxes resulting from a reassessment, supplemental taxes, and any refund or credit of taxes by the County Assessor to one party or the other.

**7. PREPARATION AND RECORDATION OF INSTRUMENTS**

NATC is authorized to prepare, obtain, record and deliver the necessary documents to implement the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Recording fees may include charges for services performed by NATC in addition to an estimate of payments to be made to governmental agencies.

**8. CHANGE OF OWNERSHIP**

Revenue and Taxation Code Section 480.3 requires that Grantee or Transferee complete a Preliminary Change of Ownership Report (PCOR) for all deeds and other documents which reflect a change in ownership of real property. If a fully completed and executed PCOR is not handed to NATC for submission to the County in which the property is located, NATC shall close escrow and charge the responsible party any additional fee incurred for recording the documents without the PCOR. NATC shall not be responsible for the failure of Grantee or Transferee, before and/or after the close of escrow, to fully comply with the County's requirements and other requests in connection with the change in ownership of the property.

**9. FIRE, FLOOD AND HAZARD INSURANCE**

Except as otherwise instructed by the undersigned, NATC is neither to be concerned with nor make any inquiry as to any fire, flood, hazard and other liability insurance.

**10. POSSESSION AND UTILITIES ISSUES**

The parties hereto shall be responsible for transferring physical possession of the subject property and exchanging non-escrow or title related documents pertaining to the property without NATC's involvement or liability therefor.

The transfer of utilities, water, and garbage service, or any interruption or cancellation thereof, is to be settled between the parties directly and outside of escrow, and the parties instruct NATC to close escrow without obtaining information regarding the amount of fees, whether delinquent or pending, for such service, or allocating payment between the parties hereto. The parties acknowledge that NATC shall not be responsible for any

payment whatsoever for these services, whether delinquent or current, assessed or not assessed as a lien against the property or included in a secured property tax roll, and hereby release and hold harmless NATC and its underwriter, from any liability associated with these issues.

**11. COMMUNICATIONS AND NOTICES**

All written notices, communications, changes in instructions and documents intended for NATC are required to be delivered by mail, personal delivery, facsimile or electronic media to the NATC office handling this transaction. The parties instruct NATC to rely upon such documents, including those transmitted by facsimile or electronic media, as if they were an originally executed document, and agree to provide NATC with original documents if so requested. NATC may withhold documents and/or funds due to the party until such originals are delivered. The parties acknowledge that documents to be recorded must contain original, notarized signatures, and that non-receipt of the original document(s) may delay the close of escrow.

The parties authorize NATC to deliver any communications, notices or documents prior to close of escrow to the addresses shown below or to their real estate broker(s) or agent(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Upon close of escrow, the parties instruct NATC to deliver any documents, balances and statements due the undersigned by U.S. mail to the addresses shown below, unless otherwise directed.

**12. AGREEMENT TO REIMBURSE ESCROW HOLDER**

NATC is authorized, without the need for further approval, to debit the account of the responsible party for any fees and charges to be paid in connection with this escrow, and for any amounts that such party is obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason the responsible party's account is not debited for such amounts at the time of closing, the responsible party agrees to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

In the event that any party receives funds or is credited with funds to which said party is not entitled, said party agrees, upon NATC's written demand, to return any such funds to the proper party entitled thereto or to NATC for disbursement to the rightful party. If legal action is brought to compel reimbursement or the return of any such funds, said party agrees to reimburse NATC for reasonable legal fees and expenses.

**13. GOVERNMENTAL REPORTING, WITHHOLDING AND DISCLOSURE REQUIREMENTS**

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. NATC does not provide tax or legal advice and the parties agree to hold NATC harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws.

**(a) TAXPAYER IDENTIFICATION NUMBER REPORTING**

Federal law requires NATC to report seller's social security number or tax identification number (collectively referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by NATC

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials Li / Ant

Additional instructions made a part of previous pages as if fully incorporated here.

from certain persons or entities involved (directly or indirectly) in the transaction prior to closing. The parties acknowledge that escrow cannot close or documents recorded until the information is provided and certified as to its accuracy to NATC. The parties agree to promptly obtain and provide such information as requested by NATC, and authorize NATC to make such reporting it deems necessary.

**(b) TAXPAYER IDENTIFICATION DISCLOSURE**

Federal and state laws require that certain forms include a party's TIN and NATC is hereby authorized to release such forms to the applicable governmental authority. The parties agree to hold NATC harmless against any fees, costs, or judgments incurred and/or awarded due to the release of their TIN as authorized above.

**(c) FEDERAL AND STATE WITHHOLDING AND REPORTING**

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company, or a domestic corporation, partnership or limited liability company controlled by non-residents, or non-resident corporations, partnerships or limited liability companies.

In accordance with Revenue & Taxation Code Section 18662, a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an alternative withholding calculation amount certified by the seller in the case of a disposition of California real property interest by either: (1) a seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a seller's financial intermediary; or (2) a corporate or partnership seller who has no permanent place of business in California immediately after the transfer of title to the California property. The buyer may become subject to penalty for failure to withhold. The penalty is an amount equal to the greater of 10% of the amount required to be withheld or five hundred dollars (\$500). However, notwithstanding any other provision included in the California statutes referenced above, no buyer is required to withhold any amount or be subject to penalty for failure to withhold if: (1) the sale price of the California real property does not exceed one hundred thousand dollars (\$100,000); (2) the seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation or a partnership with a permanent place of business in California; or (3) the seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following: (a) the California real property being sold is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)); (b) the last use of the property being sold was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121); (c) the California real property is, or will be, exchanged for property of like-kind (within the meaning of IRC Section 1031) but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031; (d) the California real property has been compulsorily or involuntarily converted

(within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033; or (e) the California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes. For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at urws@ftb.ca.gov or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Failure to withhold and transmit the amount(s) required by these laws may result in penalties against buyer and/ or seller. Withholding obligations are the exclusive obligations of the parties. The parties agree that NATC shall have no liability, obligation or responsibility with respect to such withholding requirements, and release NATC from any liability with respect to same.

**14. CANCELLATION OF ESCROW**

Any principal requesting that NATC cancel this escrow shall deliver, send or provide notice of such demand to NATC in writing. Unless written objection to such notice of demand to cancel is delivered, sent or provided to NATC within ten (10) calendar days after the date of the demand to cancel, NATC is authorized to cancel this escrow. NATC, at its discretion, may nonetheless require mutual cancellation instructions. In the event this escrow is deemed cancelled, NATC is authorized to return the documents to the party depositing same and may return lender's documents and/or funds upon lender's demand. If written objection to cancellation is delivered to NATC, NATC shall hold all funds and instruments in this escrow and take no further action until it is in receipt of mutual, non-conflicting written instructions signed by all parties or upon entry of a final order of a court of competent jurisdiction. If no action is taken in this escrow for any six (6) month period, this escrow shall be deemed cancelled and NATC shall be entitled to resign as escrow holder without further liability or notice to the parties. In the event of cancellation of this escrow, whether at the request of any of the parties or otherwise, the fees and charges due NATC, including expenditures incurred by NATC on behalf of and/or as authorized by the parties, shall be borne equally by the parties or as may be determined by a court of competent jurisdiction.

**15. CONFLICTING INSTRUCTIONS AND DISPUTES**

If NATC becomes aware of any conflicting demands or claims concerning this escrow, NATC shall have the right to discontinue all further acts on NATC's part until the conflict is resolved to NATC's satisfaction (subject to the provisions pertaining to cancellation of escrow, NATC's right to initiate an action in interpleader and NATC's right of resignation, as set forth in these provisions). The parties agree that in the event of a dispute between the parties, NATC has the absolute right, at its election, to file an action in interpleader naming the parties, and is authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay NATC's cancellation charges and costs, expenses and reasonable attorney's fees which NATC is required to expend in this interpleader action. Upon the filing of the action, NATC shall be fully released from all obligations to further perform any duties otherwise imposed by the terms of this escrow.

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials Li / RWE



Additional instructions made a part of previous pages as if fully incorporated here.

**16. RIGHT OF RESIGNATION**

Upon five (5) calendar days' written notice delivered to the parties, NATC has the right to resign as escrow holder: (a) if there is no action taken in this escrow for any six (6) month period and/or (b) for any reason. If such right is exercised, NATC is authorized to return all funds and documents to the party who deposited them and NATC shall have no further liability in this escrow.

**17. ESCROW INSTRUCTIONS, COUNTERPART APPROVAL AND SEVERABILITY**

Any escrow instruction, amendment or supplement to these instructions must be in writing. Collectively, these escrow instructions constitute the entire agreement between the escrow holder and the parties. These escrow instructions, amendments and supplements may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, regardless of date of execution or delivery, and all of which taken together shall constitute one and the same instruction. In these instructions, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. In the event one or more of these General Provisions is held to be invalid in judicial, administrative or other proceedings, the remaining General Provisions will continue to be operative. Should there be any conflict between these General Provisions and any other agreements of which these General Provisions are a part, all the terms and conditions of these General Provisions shall control as to NATC. Once the parties have performed and/or satisfied all conditions to escrow, NATC is authorized to close escrow without further instruction or authorization.

**18. DISCLOSURE OF CONDITIONS PRECEDENT**

The parties to this escrow, by placing their initials below and their execution hereof, each acknowledge that he/she/it has fully disclosed to NATC all matters that shall affect the transfer of the subject property in this escrow and conditions of title (including but not limited to real, personal, intangible, and leased property and systems, which matters may result in a lien against the subject property).

Disclosure shall include, but is not limited to, water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust, encumbrances, vendors liens, easements, covenants, conditions, restrictions, rights and other matters affecting title, whether of record or not.

**19. DELIVERY OF PURCHASE AGREEMENT, OTHER DOCUMENTS AND FEES**

The parties to this escrow each warrant that he/she/it has timely provided and delivered to NATC a full and complete copy of any purchase agreement, counter offer, amendment, addendum or supplement (collectively, "purchase documents"), and all other documents and fees required of each of them by the purchase documents. The failure to timely deliver any of the purchase documents, other documents or fees required thereunder by either party to NATC may delay the close of escrow or result in a cancellation of the escrow, and in such case, the parties

agree to hold harmless and indemnify NATC from any loss or damage incurred thereby. If any form of purchase documents is deposited to this escrow, it is understood that such document shall be effective only as between the parties signing the purchase documents except as specifically provided therein. The terms and conditions of the purchase documents that are not specifically directed to Escrow Holder are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. To the extent these General Provisions are inconsistent or conflict with any of the purchase documents, the General Provisions will control as to the duties and obligations of Escrow Holder

**20. AUTHORITY TO ACT**

Prior to any disbursement of funds held by NATC from this escrow, including funds deposited by a third party for the account or on behalf of either principal herein, or upon the request of NATC at any time prior to the close of escrow, the parties agree to promptly hand to Escrow Holder, or in the case of third party deposit(s), to cause the third party depositor to promptly hand over to Escrow Holder, all applicable documentation to establish, to the satisfaction of NATC, their authority to act. The failure to timely provide, or to cause the third party depositor to timely provide, NATC with such documentation may delay the disbursement of funds before or following the close of escrow or the close of escrow, for which the parties hereto hold harmless and indemnify NATC from any loss or damage resulting therefrom. These documents may include, but shall not be limited to:

- 1) If an individual: Statement of Information
- 2) If a corporation: A corporate resolution signed by the Secretary of the corporation, authorizing the acquisition, encumbrance or sale of the subject property, and designating the authorized signatories on behalf of the corporation, together with a copy of the Articles of Incorporation and bylaws
- 3) If a trust: A copy of the trust agreement, any amendments thereto and/or Trust Certification
- 4) If a general partnership: An original Statement of Partnership, in recordable form (if not already recorded), together with a copy of the partnership agreement (Note: if partners of a partnership are individuals, each partner may be required to submit a Statement of Information)
- 5) If a limited partnership: The LP-1 form, certified by the Secretary to record (if not already recorded), together with a copy of the partnership agreement
- 6) If a joint venture: The requirements specified in 1, 2, and 3 above will be applicable as they relate to the entities that comprise the joint venture
- 7) If a limited liability company ("LLC"): the LLC-1, certified by the Secretary to record (if not already recorded), identifying an expiration date, and identifying a designee as managing member of the LLC, and a copy of the operating agreement.

**THE ESCROW HOLDER IS NORTH AMERICAN TITLE COMPANY, INC., WHICH IS LICENSED BY THE CALIFORNIA DEPARTMENT OF INSURANCE UNDER CERTIFICATE OF AUTHORITY NUMBER 6170-5.**

General Provisions Revised 1/7/2019

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials

ALL PARTIES ACKNOWLEDGE THAT NORTH AMERICAN TITLE COMPANY, INC. HAS NOT GIVEN AND WILL NOT GIVE ANY LEGAL, TAX, REAL ESTATE OR INVESTMENT ADVICE IN THE ESCROW, NOR HAS IT MADE NOR WILL IT MAKE ANY INVESTIGATION, REPRESENTATIONS, OR ASSURANCES AS TO SUCH MATTERS OR AS TO COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES, OR ANY OTHER FEDERAL OR STATE LAWS OR REGULATIONS. NORTH AMERICAN TITLE COMPANY, INC. RECOMMENDS THAT THE PARTIES SEEK AND OBTAIN INDEPENDENT LEGAL COUNSEL AND OTHER PROFESSIONAL ADVICE AS TO ALL SUCH MATTERS.

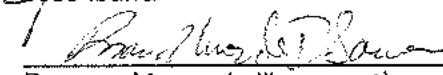
SELLER(S):

BUYER(S):

The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

  
\_\_\_\_\_  
Jose Ibarra

BY: \_\_\_\_\_

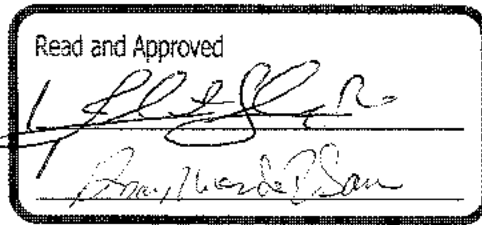
  
\_\_\_\_\_  
Rosaura Munoz de Ibarra  
RMI

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

Date: 2020-08-11

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Buyers Initials JJ / RMI



3223 Blume Drive, 2nd floor  
 Richmond, CA 94806  
 Office Phone: 510-222-5052  
 Office Fax: 510-222-9931  
 Email: msteeley@nat.com

North American Title Company, Inc.  
 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806  
 Attn: Melannie Steeley

Your Ref:  
 Our Order No.: 54706-20-00655  
 Property Address: 309 South 13th Street, Richmond,  
 CA 94804

Preliminary Report Dated as of July 13, 2020 at 04:30 AM.

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:  
 ALTA Loan Policy  
 America First Homeowner Policy (ALTA/CLTA Homeowner's Policy of Title Insurance)

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.

Brian O'Connell, Title Officer

## SCHEDULE A

1. The estate or interest in the land herein after 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:  
Cynthia Larae Dunn Successor, Trustee of the 2019 Charles R. Dunn Trust, under Declaration of Trust,  
dated March 30, 2019
3. Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

**See attached Legal Description**

## LEGAL DESCRIPTION

Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

Lots 33 and 34, in Block 11, as shown on the Revised Map of a Portion of the Nystrom's addition to point Richmond, Filed February 26, 1909, in Book 2 of Maps, Pages 29, in the office of the county recorder of Contra Costa County.

APN: 544-131-003-3

**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:

NOTE: IT IS THE RESPONSIBILITY OF ALL PARTIES INVOLVED TO REVIEW EVERY ITEM CONTAINED IN THIS PRELIMINARY REPORT, INCLUDING BUT NOT LIMITED TO THE ITEM(S) HIGHLIGHTED HEREIN FOR YOUR IMMEDIATE ATTENTION TO BE PAID AND/OR RESOLVED AT OR BEFORE CLOSING, BEFORE A TITLE POLICY IS ISSUED.

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
2. Taxes for proration purposes only for the fiscal year 2019-2020.  
  
First Installment: \$3,278.53 PAID  
Second Installment: \$3,278.53 PAID  
Tax Rate Area: 08-133  
APN: 544-131-003-3
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the Richmond Merged Redevelopment Project Area, as disclosed by various documents of record.
5. The fact that the land lies within the boundaries of the Richmond District 10-B Nevin Center Redevelopment Project Area, as disclosed by various documents of record.
6. 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. A/C-3, as disclosed by Notice of Special Tax Lien recorded January 22, 2019 as Instrument No. 2019-0008600-00 of Official Records.
7. (A) With respect to the trust referred to in the vesting:  
  
Copies of the original trust documents and any amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.  
  
Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
8. We find no open deeds of trust, and will require the Open Loans Affidavit form to be submitted for review prior to close.

\*\*\*\*\*END OF REPORT\*\*\*\*\*

---

\*\*\*\*\*NOTES\*\*\*\*\*

---

A. The City of Richmond imposes a city transfer tax of \$7.00 per \$1,000 of value on any instrument transferring title to the real property. This fee is in addition to the \$ .55 per \$500 value that Contra Costa County imposes; and is based upon the full value of the property without regard to any existing encumbrances or liens. When preparing any instrument conveying property in these cities, the transfer tax payable to the city must be separately stated from the county tax.

B. 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.

C. 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 seq. 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.

North American Title Company, Inc. 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.

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.

- D. 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.



## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

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

This is to give notice that NAT has a business relationship with North American Title Insurance Company ("NATIC"). NAT and NATIC, directly or indirectly, are wholly owned subsidiaries of States Title Holding, Inc. 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. You are NOT required to use NATIC as a condition for closing your transaction.

**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.

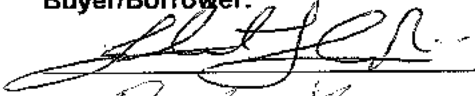
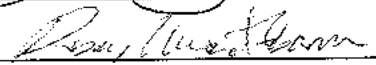
Contact your local NAT representative for a more detailed title insurance quote based on your specific transaction.

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

## Acknowledgment

I/we have read this disclosure form, and understand that NAT is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

**Buyer/Borrower:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2020-08-11

**Seller:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**NORTH AMERICAN TITLE COMPANY, INC.**

3223 Blume Drive, 2nd floor, Richmond, CA 94806

Office Phone: 510-222-5052 Office Fax: 510-222-9931 Email: [msteeley@nat.com](mailto:msteeley@nat.com)

**Closing Protection Letters can be ordered directly by emailing [cacpl@nat.com](mailto:cacpl@nat.com) with your title order number and property address.**

Attention: American Pacific Mortgage

Your Ref:

Our Order No.: 54706-20-00655

**LENDERS SUPPLEMENTAL REPORT**

Dated as of July 13, 2020 at 04:30 AM.

Title Officer: Brian O'Connell

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 Multi Family (2-4 Units)  
Known as: 309 South 13th Street, Richmond, CA 94804  
City of Richmond  
County of Contra Costa  
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 May 3, 2019 as Instrument No. 2019-0063772-00 of Official Records.

From:

Charles R. Dunn, a single man

To:

Charles R. Dunn, Trustee of the 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

# Privacy Policy

Rev. 03/01/2020

## The States Title Family of Companies

| FACTS  |  |                       | WHAT DOES THE STATES TITLE FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?  |  |  |
|--|--|-----------------------|--|--|--|
|  |  |                       | Financial companies choose how they share your personal information. Federal law gives consumers 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 carefully to understand what we do.                     |  |  |
|  |  |                       | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and payment history</li> <li>• Purchase history and account balances</li> </ul>      |  |  |
|  |  |                       | 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 the States Title Family of Companies ("ST") chooses to share, and whether you can limit this sharing. |  |  |
| Reasons we can share your personal information   |  | Does ST share?        | Can you limit this sharing?  |  |  |
| <b>For our everyday business purposes</b><br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus |  | Yes                   | No   |  |  |
| <b>For our marketing purposes</b><br>To offer our products and services to you   |  | Yes                   | No   |  |  |
| <b>For joint marketing with other financial companies</b>  |  | No                    | We don't share   |  |  |
| <b>For our affiliates' everyday business purposes</b><br>Information about your transactions and experiences   |  | Yes                   | No   |  |  |
| <b>For our affiliates' everyday business purposes</b><br>Information about your creditworthiness   |  | No                    | We don't share   |  |  |
| <b>For our affiliates to market to you</b>   |  | No                    | We don't share   |  |  |
| <b>For nonaffiliates to market to you</b>  |  | No                    | We don't share   |  |  |
|  |  | Call 1 (650) 419-3827 |  |  |  |

### Other important information

\*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email [info@statetitle.com](mailto:info@statetitle.com).

| Who we are  |  |
|---|--|
| <b>Who is providing this notice?</b>  | The States Title Family of Companies (identified below), which offers title insurance and settlement services.   |
| What we do  |  |
| <b>How does ST protect my personal information?</b>                                       | 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.   |
| <b>How does ST collect my personal information?</b>                                       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance;</li> <li>• Apply for financing;</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| <b>Why can't I limit all sharing?</b>   | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>           |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | Your choices will apply to everyone on your account – unless you tell us otherwise.  |
| Definitions   |  |
| <b>Affiliates</b>   | Companies related by common ownership or control. They can be financial and nonfinancial companies.  |
| <b>Nonaffiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.</li> </ul>  |
| <b>Joint marketing</b>  | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• ST doesn't jointly market.</li> </ul>   |

The States Title Family of Companies consists of the following entities:

- |  |  |
|--|--|
| States Title Holding Inc.                    | North American Title Company             |
| States Title, Inc.                           | North American Title Company, Inc.       |
| States Title Insurance Company               | North American Title Company of Colorado |
| States Title Insurance Company of California | North American Title Insurance Company   |
| States Title Agency, Inc.                    | North American Services, LLC             |
| Spear Agency Acquisition Inc.                | North American Title Agency, Inc.        |
| Title Agency Holdco, LLC.                    | North American Title, LLC                |
|  | North American Title Company, LLC        |
|  | NASSA LLC                                |
|  | North American Asset Development, 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.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

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

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

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

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

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

##### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

#### [PART I

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

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

#### PART II

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
1. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
2. 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.
3. 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.
4. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

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

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

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

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

### 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.

1. That certain real property (the "Property") as described in that certain Commitment of Title Insurance/Preliminary Report No. 54706-20-00655 dated as of ("Commitment/Report") issued by or on behalf of North American Title Company, Inc. is improved by the following (check all that apply)

- Single family residences
- Apartment building
- Commercial building
- Industrial building
- Other: \_\_\_\_\_
- One-to-four family residences
- Office building
- Combination office/commercial building
- Vacant Land

2. WORK OF IMPROVEMENT: Please respond to A, B and C below:

A. For the period of 90-days prior to the date of this Affidavit, no repairs or work of improvement has been conducted on, nor any materials supplied to, the Property except as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Enter "None" if such is true.)

If you have described any work of improvement above, please complete the following:

- Started on \_\_\_\_\_, 20\_\_\_\_\_.
- Completed on \_\_\_\_\_, 20\_\_\_\_\_.
- Will be completed on \_\_\_\_\_, 20\_\_\_\_\_.

B. Cessation of Labor (Please place an "X" by 1 or 2 below):

1. There has been a cessation of labor where a work of Improvement was discontinued before completion within 150 days of the date of this Affidavit.  
PLEASE DESCRIBE THE NATURE OF THE WORK THAT DISCONTINUED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. There has not been a cessation of labor where a work of improvement was discontinued before completion within 150 days of the date 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 entities, have (i) any options to purchase or rights of first refusal, including but not limited to lessees under any leases referred to in Paragraph 3 above, and/or (ii) easements, licenses, agreements or other rights allowing them to use, encroach on, or access to the Property except (i) as shown in the Commitment/Report, and (ii)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Enter "None" if such is true.)

5. Those certain lease(s) shown as exception number(s) \_\_\_\_\_ in the Commitment/Report have either: (a) expired by their own terms, or (b) if they have not expired, the lessee(s) have vacated the Property and Declarant has been notified of the vacation of the Property either by correspondence from the lessee or by physical inspection of the property.

6. To the best of Declarant's knowledge, there are no unrecorded real property taxes or assessments against the Property.

The undersigned is not aware of any release reports or commitment statements which have been issued pertaining to any environmental issues or liens.

7. This Affidavit is given for the purpose of inducing North American Title Company, Inc. and its agents to issue policy(ies) of title insurance which may provide coverage with respect to all matters set forth herein. If North American Title Company, Inc. elects, in its discretion, to (a) accept this Affidavit, and (b) issue title insurance policy(ies) to third parties, North American Title Company, Inc. will do so in material reliance on this Affidavit and the representation and covenants in this Affidavit.

8. Declarant acknowledges that he/she has read this Affidavit, that all the statements made in this 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, both personally and on behalf of Owner, covenants and agrees to defend, indemnify, and hold North 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.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
 (City) (State)

**"Declarant"**

\_\_\_\_\_  
 Owner

\_\_\_\_\_  
 Owner

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 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_

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

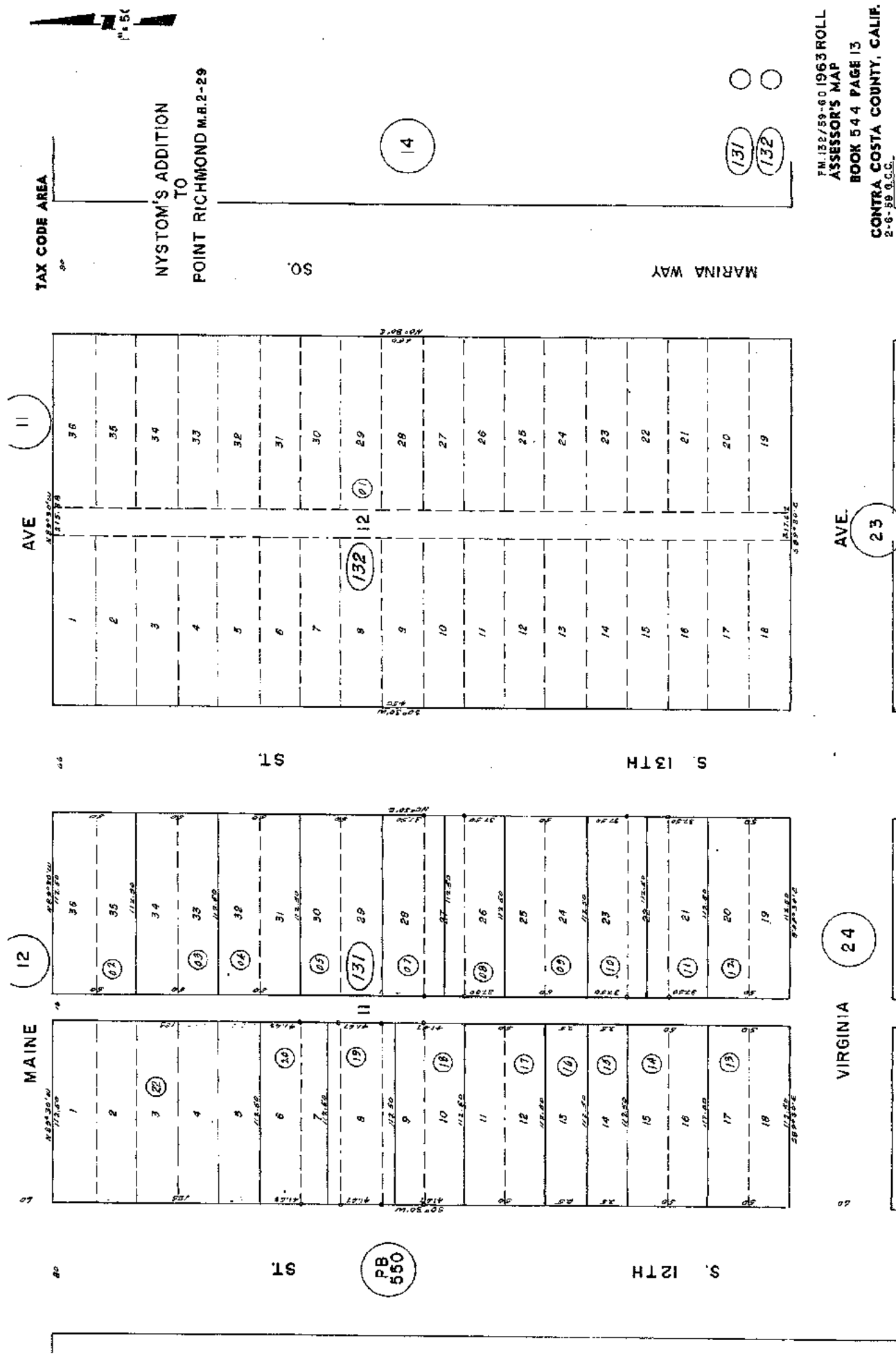
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

*This area for official notarial seal*



FM 132/59-60 1963 ROLL  
 ASSESSOR'S MAP  
 BOOK 544 PAGE 13  
 CONTRA COSTA COUNTY, CALIF.  
 2-6-59 O.C.C.

File No./Escrow No. : 54706-20-00655  
 Print Date & Time: August 12, 2020 2:28 pm  
 Officer/Escrow Officer : Melannie Steeley  
 Settlement Location : 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806

North American Title Company, Inc.  
 3223 Blume Drive, 2nd floor  
 Richmond, CA 94806



Property Address: 309 South 13th Street  
 Richmond, CA 94804

Borrower: Jose Ibarra and Rosaura Munoz de Ibarra  
 5151 Hilltop Drive  
 El Sobrante, CA 94803

Seller: Cynthia Larae Dunn, Successor Trustee of The 2019 Charles R. Dunn Trust

Lender: American Pacific Mortgage Corporation  
 Lender Address: 3000 Lava Ridge, Suite 200, Roseville, CA 95661  
 Loan Number: 000906891

Settlement Date: August 14, 2020  
 Disbursement Date: August 14, 2020

| Description  | Seller |            |
|--|--------|------------|
|  | Debit  | Credit     |
| <b>Financial</b>                                   |        |            |
| Sale Price of Property                             |        | 650,000.00 |
| <b>Prorations/Adjustments</b>                      |        |            |
| Rent-Unit 309<br>08/14/20-09/01/20                 | 566.67 |            |
| Rent-Unit 311<br>08/14/20-09/01/20                 | 552.50 |            |
| Rent-Unit 313<br>08/14/20-09/01/20                 | 538.33 |            |
| County Taxes \$3,278.53<br>07/01/20 - 08/14/20     | 783.20 |            |
| Rent-Unit 315<br>08/14/20-09/01/20                 | 493.55 |            |
| Rent Deposit-Unit 311                              | 500.00 |            |
| Rent Deposit-Unit 313                              | 500.00 |            |
| <b>Other Loan Charges</b>                          |        |            |
| Signing Service Fee (Seller)                       | 175.00 |            |
| <b>Title Charges and Escrow/Settlement Charges</b> |        |            |

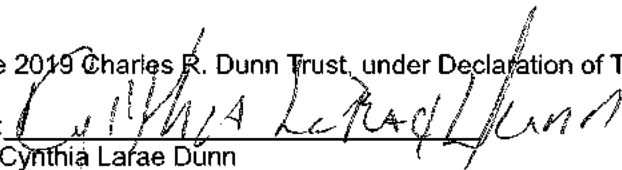
| Description  | Seller       |               |
|--|--------------|---------------|
|  | Debit        | Credit        |
| <b>Title Charges and Escrow/Settlement Charges (continued)</b>                             |              |               |
| Courier/Overnight Fee to North American Title Company, Inc.                                | 50.00        |               |
| Processing Fee - Franchise Tax Board, per submission to North American Title Company, Inc. | 45.00        |               |
|  |              |               |
| <b>Commissions</b>   |              |               |
| Real Estate Commission to Select Real Estate Group   | 16,250.00    |               |
| Real Estate Commission to Realty One Group, Future   | 16,250.00    |               |
|  |              |               |
| <b>Government Recording and Transfer Charges</b>   |              |               |
| City Transfer Tax to NAT fbo the Contra Costa County Recorder                              | 4,550.00     |               |
| County Transfer Tax to NAT fbo the Contra Costa County Recorder                            | 357.50       |               |
|  |              |               |
| <b>Miscellaneous</b>   |              |               |
| FTB Withholding to Franchise Tax Board   | 21,645.00    |               |
| Home Warranty to Old Republic Home Protection Co., Inc.                                    | 1,000.00     |               |
| Natural Hazard Disclosure  | 99.00        |               |
| Utilities-pay outstanding garbage to Republic Services                                     | 168.54       |               |
| Rent Deposit-Unit 309  | 500.00       |               |
|  |              |               |
|  | <b>Debit</b> | <b>Credit</b> |
| <b>Subtotals</b>   | 65,024.29    | 650,000.00    |
| <b>Due to Seller</b>   | 584,975.71   |               |
| <b>Totals</b>  | 650,000.00   | 650,000.00    |

### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize North American Title Company, Inc. to cause the funds to be disbursed in accordance with this statement.

Seller

The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

BY:   
Cynthia LaFae Dunn  
Successor Trustee



**North American Title Company, Inc.**

3223 Blume Drive, 2nd floor  
Richmond, CA 94806  
Phone 510-222-5052 \* Fax 510-222-9931

**RENT STATEMENT**

Date: August 12, 2020  
GF No.: 54706-20-00655  
Proration Date: August 14, 2020

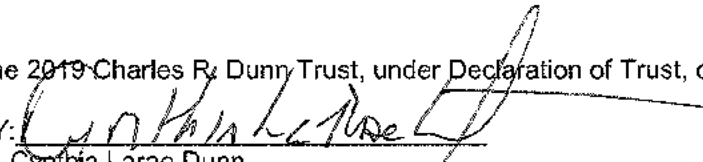
Property Address: 309 South 13th Street  
Richmond, CA 94804

I make the following statement of rentals of the property I am conveying so that said rents may be adjusted in escrow based on said statement:

| House or Unit No. | Rental Amount | Paid Per M/W/D | Paid To Date | Prepaid Rent | Prepaid Deposit | Prorated Rent |
|-------------------|---------------|----------------|--------------|--------------|-----------------|---------------|
| 309               | \$1,000.00    | Monthly        | 09/01/2020   | \$0.00       | \$500.00        | \$566.67      |
| 311               | \$975.00      | Monthly        | 09/01/2020   | \$0.00       | \$500.00        | \$552.50      |
| 313               | \$950.00      | Monthly        | 09/01/2020   | \$0.00       | \$500.00        | \$538.33      |
| 315               | \$850.00      | Monthly        | 09/01/2020   | \$0.00       | \$0.00          | \$493.55      |

Unless prior to date of recording documents in this escrow I have notified you in writing of some change in the above statement, you are to consider that I will collect all rents which fall due according to the foregoing statement prior to the close of escrow, and you will make all adjustments of rents accordingly. You will also pay my grantee the above security money (if any) charging my account therefor.

**EACH OF THE UNDERSIGNED STATES AND DECLARES THAT HE/SHE HAS READ THE FOREGOING INSTRUCTIONS, ACKNOWLEDGES RECEIPT AND HEREBY APPROVES SAME FOR USE IN THIS ESCROW.**

The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019  
BY:   
Cynthia Larae Dunn  
Successor Trustee



The above statement of rents is hereby approved and you will prorate accordingly.

---

Jose Ibarra

---

Rosaura Munoz de Ibarra

**SELLER:** Please attach a copy of the actual rent rolls and tenant names. No other tenants (occupants) except as shown therein.



ESCROW INSTRUCTIONS

To: North American Title Company, Inc.
3223 Blume Drive, 2nd floor
Richmond, CA 94806
510-222-5052 Fax No. 510-222-9931

Escrow Officer: Melannie Steeley
Escrow No.: 54706-20-00655
Date: August 11, 2020

Total Sales Price/Consideration \$650,000.00

Seller(s) hands you a Deed in favor of Jose Ibarra and Rosaura Munoz de Ibarra and all other supporting documentation and instructions necessary to complete this transaction.

Buyer(s) will deliver to you any instruments and/or funds as shown on the "Estimated Settlement Statement" as required from Buyer(s) to enable you to comply with these instructions, all of which you are authorized to use and/or deliver, and when you are in a position to issue an America First Homeowner Policy (ALTA/CLTA Homeowner's Policy of Title Insurance) Policy of Title Insurance through North American Title Insurance Company with a Loan Policy of Title Insurance pursuant to the Lender's written instructions.

Covering the property commonly known and described by Seller as: 309 South 13th Street, Richmond, CA 94804

SHOWING TITLE VESTED IN: Jose Ibarra and Rosaura Munoz de Ibarra, husband and wife

Please indicate by initialing and/or completing other vesting:

- JOINT TENANTS TENANTS IN COMMON COMMUNITY PROPERTY
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
OTHER:

Escrow Holder is instructed to vest the property as stated above, however, to the extent above conflicts with previous instructions received in escrow, Escrow Holder is instructed to follow the above instructions without further approval.

Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer(s) written vesting instructions.

CLOSE OF ESCROW: Close of Escrow to be on or before August 18, 2020, or thereafter, unless revoked in writing to escrow holder by the undersigned.

PRELIMINARY REPORT APPROVAL: The undersigned Buyer(s) hereby acknowledges receipt of a copy of the Preliminary Report issued by North American Title Company, Inc. under the above referenced Escrow Number 54706-20-00655, Dated July 13, 2020, with plat attached and has examined same.

The legal description set forth therein is hereby approved and Buyer(s) agrees to accept title to the real property described in said report subject to the following exceptions:

- A. General and Special County, and City (if any) Taxes for the current fiscal year, not delinquent, and ensuing taxes, if any, a lien not yet payable.
B. All other bonds and assessments levied or assessed to the date of close of escrow.

(CONTINUED)

Seller's Initials [Signature]

Buyers Initials /

Additional instructions made a part of previous pages as if fully incorporated here.

- C. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements, and the exception or reservation of water, oil, gas minerals, carbons, hydrocarbons or kindred substances on or under said land, now of record, if any, or in the Deed to file.
- D. Preliminary report items.

1,3,4,5,6

All other items are to be eliminated prior to close of escrow.

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer(s) as part of this escrow.

Buyer(s) further acknowledges that Escrow Holder has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s). Buyer(s) understands that, should there be any involuntary liens recorded against the Buyer(s) at the time Buyer(s) acquires title, these involuntary liens will become liens on the title to the property.

The undersigned Seller(s) has read, approved and declares that there are no other liens or encumbrances against subject property, other than those shown on the preliminary report and/or otherwise disclosed in writing.

**PRORATIONS:** All prorations for the property are to be handled in escrow as reflected on the "Estimated Settlement Statement." Any items for prorations between the undersigned parties, other than the real property taxes, shall be provided to Escrow Holder in writing prior to the close of escrow. Prorations are based on a 30 day month.

**CALIFORNIA REAL ESTATE TAX WITHHOLDING:** Effective January 1, 2020, the California Franchise Tax Board requires the submission of Form 593 to determine real estate tax withholding whenever a transfer of title on California real property occurs. Escrow Holder is required to collect a completed Form 593 from transferor and submit same to Franchise Tax Board regardless of whether real estate tax withholding is due the Franchise Tax Board. Escrow Holder shall collect the amount of \$45.00 from transferor as listed in Part II of Form 593 for each Form 593 that Escrow Holder must submit.

Escrow Holder is further authorized and instructed to insert the date of recording on the completed Form 593 as the Date of Transfer, Exchange Completion, Failed Exchange or Installment Payment as outlined on line 32 of said form.

In addition, in the event payment to the Franchise Tax Board is required, Escrow Holder is authorized and instructed to: (1) insert the amount provided on the estimated settlement statement for withholding as the amount of withholding on Form 593 (which amount reflects 3 1/3 percent of the purchase price unless the transferor has provided a different amount in Part VI of Form 593; (2) deduct the stated amount from funds due transferor at close of escrow; (3) deliver Form 593 and the withholding amount to California Franchise Tax Board.

The parties to this escrow agree that Escrow Holder shall not be responsible or liable for the accuracy or sufficiency of the form, its content or any matter relating to the withholding. In the event the California Franchise Tax Board penalizes Escrow Holder and/or North American Title Company for incomplete information submission relating to the completion of the form, transferor agrees to reimburse North American Title Company for said penalties.

**PRELIMINARY CHANGE OF OWNERSHIP FORM:** The parties herewith hand North American Title Company, Inc. a completed Preliminary Change of Ownership Report (PCOR), and further authorize and instruct North American Title Company, Inc. to rely on said completed PCOR for purposes of notifying the County Recorder's Office regarding an exemption from the Building and Jobs Act Fee pursuant to Government Code section 27388.1. North American Title Company, Inc. shall not be concerned nor responsible for the accuracy of said PCOR.

Seller's Initials     *CEH*    

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_

**HAZARD INSURANCE:** Buyer/Borrower agrees to provide a new hazard insurance acceptable to lender and to pay required premium for coverage through escrow, unless a paid receipt is deposited into escrow. North American Title Company, Inc. is hereby authorized to request and obtain insurance as required by the Lender.  
**Please provide your fire insurance information:**

**Agent:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**NO DEMAND:** In the event this property is encumbered by an existing loan(s)/deed(s) of trust, and a current written demand indicating the amounts necessary to pay the loan in full has not been received by this date, Seller(s) hereby acknowledges that the figures shown on the attached estimated Seller's statement are approximate, predicated on amounts provided verbally by others or on the original loan amount. Escrow Holder is hereby authorized and instructed to pay Lender's written demand when received, including, but not limited to, the principal balance, interest, prepayment penalties, impound deficiencies and any other fees and charges required by said Lender(s) without further approval from the undersigned. Seller(s) also acknowledges that the figures shown on the Seller(s)' statement are estimates, subject to change pursuant to receipt of the written demand(s) and Escrow Holder is authorized to adjust the net proceeds accordingly. The undersigned further understand that this escrow cannot close until these written demands have been received.

**NOTARY REQUIREMENTS:** The undersigned parties are herein made aware that North American Title Company, Inc. requires that all documents be signed with either an employee of North American Title Company, Inc. or with Company Approved Notary.

**FINAL APPROVALS:** Buyer(s) and Seller(s) signatures on the "Estimated Settlement Statement" and deposit of funds with Escrow Holder will constitute their specific acknowledgment that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

Upon close of escrow, Escrow Holder is instructed to disburse in accordance with the signed "Estimated Settlement Statement" without further instruction from the parties hereto.  
The undersigned acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will be responsible for payment of bills, invoices or inspections approved for payment by Buyer(s), Seller(s) and/or Lender, if applicable, prior to close of escrow. Any bills, invoices or inspections received after the close of escrow shall not be the responsibility of Escrow Holder.

**SPECIAL RECORDINGS:** In the event documents in this escrow are recorded subsequent to the regular recording time as mandated by the county recorders which customarily is 8:00 am. The undersigned are aware that funds may not be available for disbursement for the payment of liens, proceeds or commissions until the following business day and that no interest will be earned on any funds.

Seller's Initials ICW  
Bilat Standard Instructions

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_

**DOCUMENTS/FUNDS DELIVERY:** After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

**MAILING ADDRESS  
(AFTER CLOSE OF ESCROW):**

**MAILING ADDRESS  
(AFTER CLOSE OF ESCROW):**

3123 Fiesta Cat  
El Sobrante CA 94803

Home Telephone: 510 909 9340

Work Telephone: \_\_\_\_\_

Cell Phone: 510 909 9340

Email Address: CLD@SBCOMYAHOO.COM

\_\_\_\_\_  
\_\_\_\_\_

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Initials CLD

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_

Additional instructions made a part of previous pages as if fully incorporated here.

**NORTH AMERICAN TITLE COMPANY, INC.  
GENERAL PROVISIONS**

**1. DEPOSIT AND DISBURSEMENT OF FUNDS**

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds received in this escrow shall be deposited with other escrow funds in general escrow accounts in a federally insured financial institution ("depositories"). As a result of NATC maintaining its general escrow accounts with the depositories, NATC may receive certain financial benefits such as an array of bank services, accommodations, loans or other business benefits from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of NATC and NATC shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. Any such collateral benefits shall be deemed additional compensation earned by NATC for its services as escrow holder.

**2. FUNDS TO CLOSE**

The Good Funds Law (California Insurance Code Section 12413.1) mandates that NATC may not disburse funds until the funds are, in fact, available in NATC's account. NATC shall not be responsible for any financial consequences resulting in a delayed closing if funds received by NATC are not available for immediate withdrawal.

Under Section 12413.1 of the California Insurance Code, NATC 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). **FRAUD WARNING:** NATC will require independent confirmation for any written instructions, amendments, or revisions thereto, from Buyer or Seller relating to wires. If you receive wire instructions from NATC that deviate from wire information you have previously received or been given by NATC, please contact your NATC settlement officer immediately.

**Next business day availability.** If funds are deposited 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). An Official Check is not a Cashier's Check unless it meets the statutory requirements of a Cashier's Check. It is the parties' responsibility to determine their Bank's check procedure and whether their Bank is able to provide a proper check to afford next day availability. Failure to do so may result in delay of close of escrow.

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

These are the minimum periods before funds will be made available. NATC is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time or another form of deposit 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. If any check submitted to NATC is dishonored upon presentment for payment, NATC is authorized to notify all parties and/or their respective agents of such nonpayment.

**NATC WILL NOT ACCEPT ACH TRANSFERS.** Cash will be accepted only under special circumstances and upon approval by management.

**3. REISSUANCE OF CHECKS**

In the event any check(s) issued through the escrow or sub-escrow process are uncashed or unnegotiated ("uncashed") for a period of 120 days after NATC's original issuance of such check(s), NATC is authorized and instructed to cancel such check(s) and reissue to the same payee(s) at a charge of \$25.00 per check. If the original canceled check is in an amount of \$25 or less, then NATC is authorized and instructed to charge and pay to itself as its fee the entire amount of the check as canceled. If any reissued check remains uncashed for a period of 120 days, NATC is authorized and instructed to process the remaining funds for escheatment to the State of California, in accordance with NATC's customary escheatment procedures.

**4. CLOSE OF ESCROW**

The phrase "close of escrow" (or "COE" or "CE") means the date on which documents are recorded, unless otherwise specified.

**5. PRORATION, ADJUSTMENTS AND DEMANDS**

Unless otherwise specified in writing, all prorations or adjustments are to be made as of close of escrow on the basis of a thirty (30) day month. NATC is to use the information contained in the latest available real property tax statement (without regard to any reassessments or subsequent changes), rental statement(s) provided by the seller, beneficiary's statement(s), fire insurance policy(ies) delivered into escrow for the prorations provided for herein, without any obligation to verify the accuracy of such information.

**6. SUPPLEMENTAL TAXES**

The parties acknowledge that the property may be reassessed as a result of a change in ownership or completion of construction. Such reassessment may result in an increase or decrease in the amount of annual property taxes based on the new property value and also may result in supplemental taxes being assessed for the current year. The parties instruct NATC to: (1) prorate taxes between buyer and seller based on the latest available general tax bill, unless the parties provide a different basis for the proration in writing to NATC; (2) pay all outstanding taxes assessed for prior years, including supplemental taxes, from seller's proceeds, unless instructed otherwise in writing; and (3) prorate supplemental taxes which affect the current year between

Seller's Initials   *CD*  

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_

Additional instructions made a part of previous pages as if fully incorporated here.

buyer and seller. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and NATC is released of any liability in connection with such adjustments.

In the event there is a "negative" supplemental tax bill that results in a decrease in the current taxes, the undersigned parties are aware that a refund in whole or in part may be issued by the county tax collector directly to the seller. Any dispute or claim between the parties as a result of such a refund shall be handled between buyer and seller directly, and without involvement of NATC. If the transaction involves a short sale, the parties instruct NATC to send any refund of the property taxes paid by the seller to the short sale lender/beneficiary of the first deed of trust.

The parties agree that NATC is not responsible for determining the potential for any reassessment or supplemental taxes and understand that no funds will be held in escrow to address any potential increase or additional amounts owed. The undersigned release NATC from any claim or liability relating to taxes resulting from a reassessment, supplemental taxes, and any refund or credit of taxes by the County Assessor to one party or the other.

**7. PREPARATION AND RECORDATION OF INSTRUMENTS**

NATC is authorized to prepare, obtain, record and deliver the necessary documents to implement the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Recording fees may include charges for services performed by NATC in addition to an estimate of payments to be made to governmental agencies.

**8. CHANGE OF OWNERSHIP**

Revenue and Taxation Code Section 480.3 requires that Grantee or Transferee complete a Preliminary Change of Ownership Report (PCOR) for all deeds and other documents which reflect a change in ownership of real property. If a fully completed and executed PCOR is not handed to NATC for submission to the County in which the property is located, NATC shall close escrow and charge the responsible party any additional fee incurred for recording the documents without the PCOR. NATC shall not be responsible for the failure of Grantee or Transferee, before and/or after the close of escrow, to fully comply with the County's requirements and other requests in connection with the change in ownership of the property.

**9. FIRE, FLOOD AND HAZARD INSURANCE**

Except as otherwise instructed by the undersigned, NATC is neither to be concerned with nor make any inquiry as to any fire, flood, hazard and other liability insurance.

**10. POSSESSION AND UTILITIES ISSUES**

The parties hereto shall be responsible for transferring physical possession of the subject property and exchanging non-escrow or title related documents pertaining to the property without NATC's involvement or liability therefor.

The transfer of utilities, water, and garbage service, or any interruption or cancellation thereof, is to be settled between the parties directly and outside of escrow, and the parties instruct NATC to close escrow without obtaining information regarding the amount of fees, whether delinquent or pending, for such service, or allocating payment between the parties hereto. The parties acknowledge that NATC shall not be responsible for any

payment whatsoever for these services, whether delinquent or current, assessed or not assessed as a lien against the property or included in a secured property tax roll, and hereby release and hold harmless NATC and its underwriter, from any liability associated with these issues.

**11. COMMUNICATIONS AND NOTICES**

All written notices, communications, changes in instructions and documents intended for NATC are required to be delivered by mail, personal delivery, facsimile or electronic media to the NATC office handling this transaction. The parties instruct NATC to rely upon such documents, including those transmitted by facsimile or electronic media, as if they were an originally executed document, and agree to provide NATC with original documents if so requested. NATC may withhold documents and/or funds due to the party until such originals are delivered. The parties acknowledge that documents to be recorded must contain original, notarized signatures, and that non-receipt of the original document(s) may delay the close of escrow.

The parties authorize NATC to deliver any communications, notices or documents prior to close of escrow to the addresses shown below or to their real estate broker(s) or agent(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Upon close of escrow, the parties instruct NATC to deliver any documents, balances and statements due the undersigned by U.S. mail to the addresses shown below, unless otherwise directed.

**12. AGREEMENT TO REIMBURSE ESCROW HOLDER**

NATC is authorized, without the need for further approval, to debit the account of the responsible party for any fees and charges to be paid in connection with this escrow, and for any amounts that such party is obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason the responsible party's account is not debited for such amounts at the time of closing, the responsible party agrees to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

In the event that any party receives funds or is credited with funds to which said party is not entitled, said party agrees, upon NATC's written demand, to return any such funds to the proper party entitled thereto or to NATC for disbursement to the rightful party. If legal action is brought to compel reimbursement or the return of any such funds, said party agrees to reimburse NATC for reasonable legal fees and expenses.

**13. GOVERNMENTAL REPORTING, WITHHOLDING AND DISCLOSURE REQUIREMENTS**

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. NATC does not provide tax or legal advice and the parties agree to hold NATC harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws.

**(a) TAXPAYER IDENTIFICATION NUMBER REPORTING**

Federal law requires NATC to report seller's social security number or tax identification number (collectively referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by NATC

Seller's Initials     

Buyers Initials      /

Additional instructions made a part of previous pages as if fully incorporated here.

from certain persons or entities involved (directly or indirectly) in the transaction prior to closing. The parties acknowledge that escrow cannot close or documents recorded until the information is provided and certified as to its accuracy to NATC. The parties agree to promptly obtain and provide such information as requested by NATC, and authorize NATC to make such reporting it deems necessary.

**(b) TAXPAYER IDENTIFICATION DISCLOSURE**

Federal and state laws require that certain forms include a party's TIN and NATC is hereby authorized to release such forms to the applicable governmental authority. The parties agree to hold NATC harmless against any fees, costs, or judgments incurred and/or awarded due to the release of their TIN as authorized above.

**(c) FEDERAL AND STATE WITHHOLDING AND REPORTING**

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company, or a domestic corporation, partnership or limited liability company controlled by non-residents, or non-resident corporations, partnerships or limited liability companies.

In accordance with Revenue & Taxation Code Section 18662, a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an alternative withholding calculation amount certified by the seller in the case of a disposition of California real property interest by either: (1) a seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a seller's financial intermediary; or (2) a corporate or partnership seller who has no permanent place of business in California immediately after the transfer of title to the California property. The buyer may become subject to penalty for failure to withhold. The penalty is an amount equal to the greater of 10% of the amount required to be withheld or five hundred dollars (\$500). However, notwithstanding any other provision included in the California statutes referenced above, no buyer is required to withhold any amount or be subject to penalty for failure to withhold if: (1) the sale price of the California real property does not exceed one hundred thousand dollars (\$100,000); (2) the seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation or a partnership with a permanent place of business in California; or (3) the seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following: (a) the California real property being sold is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)); (b) the last use of the property being sold was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121); (c) the California real property is, or will be, exchanged for property of like-kind (within the meaning of IRC Section 1031) but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031; (d) the California real property has been compulsorily or involuntarily converted

(within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033; or (e) the California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes. For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, or by e-mail at [urws@ftb.ca.gov](mailto:urws@ftb.ca.gov) or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Failure to withhold and transmit the amount(s) required by these laws may result in penalties against buyer and/ or seller. Withholding obligations are the exclusive obligations of the parties. The parties agree that NATC shall have no liability, obligation or responsibility with respect to such withholding requirements, and release NATC from any liability with respect to same.

**14. CANCELLATION OF ESCROW**

Any principal requesting that NATC cancel this escrow shall deliver, send or provide notice of such demand to NATC in writing. Unless written objection to such notice of demand to cancel is delivered, sent or provided to NATC within ten (10) calendar days after the date of the demand to cancel, NATC is authorized to cancel this escrow. NATC, at its discretion, may nonetheless require mutual cancellation instructions. In the event this escrow is deemed cancelled, NATC is authorized to return the documents to the party depositing same and may return lender's documents and/or funds upon lender's demand. If written objection to cancellation is delivered to NATC, NATC shall hold all funds and instruments in this escrow and take no further action until it is in receipt of mutual, non- conflicting written instructions signed by all parties or upon entry of a final order of a court of competent jurisdiction. If no action is taken in this escrow for any six (6) month period, this escrow shall be deemed cancelled and NATC shall be entitled to resign as escrow holder without further liability or notice to the parties. In the event of cancellation of this escrow, whether at the request of any of the parties or otherwise, the fees and charges due NATC, including expenditures incurred by NATC on behalf of and/or as authorized by the parties, shall be borne equally by the parties or as may be determined by a court of competent jurisdiction.

**15. CONFLICTING INSTRUCTIONS AND DISPUTES**

If NATC becomes aware of any conflicting demands or claims concerning this escrow, NATC shall have the right to discontinue all further acts on NATC's part until the conflict is resolved to NATC's satisfaction (subject to the provisions pertaining to cancellation of escrow, NATC's right to initiate an action in interpleader and NATC's right of resignation, as set forth in these provisions). The parties agree that in the event of a dispute between the parties, NATC has the absolute right, at its election, to file an action in interpleader naming the parties, and is authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay NATC's cancellation charges and costs, expenses and reasonable attorney's fees which NATC is required to expend in this interpleader action. Upon the filing of the action, NATC shall be fully released from all obligations to further perform any duties otherwise imposed by the terms of this escrow.

Seller's Initials     *cd*    

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_



Additional instructions made a part of previous pages as if fully incorporated here.

**16. RIGHT OF RESIGNATION**

Upon five (5) calendar days' written notice delivered to the parties, NATC has the right to resign as escrow holder: (a) if there is no action taken in this escrow for any six (6) month period and/or (b) for any reason. If such right is exercised, NATC is authorized to return all funds and documents to the party who deposited them and NATC shall have no further liability in this escrow.

**17. ESCROW INSTRUCTIONS, COUNTERPART APPROVAL AND SEVERABILITY**

Any escrow instruction, amendment or supplement to these instructions must be in writing. Collectively, these escrow instructions constitute the entire agreement between the escrow holder and the parties. These escrow instructions, amendments and supplements may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, regardless of date of execution or delivery, and all of which taken together shall constitute one and the same instruction. In these instructions, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. In the event one or more of these General Provisions is held to be invalid in judicial, administrative or other proceedings, the remaining General Provisions will continue to be operative. Should there be any conflict between these General Provisions and any other agreements of which these General Provisions are a part, all the terms and conditions of these General Provisions shall control as to NATC. Once the parties have performed and/or satisfied all conditions to escrow, NATC is authorized to close escrow without further instruction or authorization.

**18. DISCLOSURE OF CONDITIONS PRECEDENT**

The parties to this escrow, by placing their initials below and their execution hereof, each acknowledge that he/she/it has fully disclosed to NATC all matters that shall affect the transfer of the subject property in this escrow and conditions of title (including but not limited to real, personal, intangible, and leased property and systems, which matters may result in a lien against the subject property).

Disclosure shall include, but is not limited to, water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust, encumbrances, vendors liens, easements, covenants, conditions, restrictions, rights and other matters affecting title, whether of record or not.

**19. DELIVERY OF PURCHASE AGREEMENT, OTHER DOCUMENTS AND FEES**

The parties to this escrow each warrant that he/she/it has timely provided and delivered to NATC a full and complete copy of any purchase agreement, counter offer, amendment, addendum or supplement (collectively, "purchase documents"), and all other documents and fees required of each of them by the purchase documents. The failure to timely deliver any of the purchase documents, other documents or fees required thereunder by either party to NATC may delay the close of escrow or result in a cancellation of the escrow, and in such case, the parties

agree to hold harmless and indemnify NATC from any loss or damage incurred thereby. If any form of purchase documents is deposited to this escrow, it is understood that such document shall be effective only as between the parties signing the purchase documents except as specifically provided therein. The terms and conditions of the purchase documents that are not specifically directed to Escrow Holder are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. To the extent these General Provisions are inconsistent or conflict with any of the purchase documents, the General Provisions will control as to the duties and obligations of Escrow Holder

**20. AUTHORITY TO ACT**

Prior to any disbursement of funds held by NATC from this escrow, including funds deposited by a third party for the account or on behalf of either principal herein, or upon the request of NATC at any time prior to the close of escrow, the parties agree to promptly hand to Escrow Holder, or in the case of third party deposit(s), to cause the third party depositor to promptly hand over to Escrow Holder, all applicable documentation to establish, to the satisfaction of NATC, their authority to act. The failure to timely provide, or to cause the third party depositor to timely provide, NATC with such documentation may delay the disbursement of funds before or following the close of escrow or the close of escrow, for which the parties hereto hold harmless and indemnify NATC from any loss or damage resulting therefrom. These documents may include, but shall not be limited to:

- 1) If an individual: Statement of Information
- 2) If a corporation: A corporate resolution signed by the Secretary of the corporation, authorizing the acquisition, encumbrance or sale of the subject property, and designating the authorized signatories on behalf of the corporation, together with a copy of the Articles of Incorporation and bylaws
- 3) If a trust: A copy of the trust agreement, any amendments thereto and/or Trust Certification
- 4) If a general partnership: An original Statement of Partnership, in recordable form (if not already recorded), together with a copy of the partnership agreement (Note: if partners of a partnership are individuals, each partner may be required to submit a Statement of Information)
- 5) If a limited partnership: The LP-1 form, certified by the Secretary to record (if not already recorded), together with a copy of the partnership agreement
- 6) If a joint venture: The requirements specified in 1, 2, and 3 above will be applicable as they relate to the entities that comprise the joint venture
- 7) If a limited liability company ("LLC"): the LLC-1, certified by the Secretary to record (if not already recorded), identifying an expiration date, and identifying a designee as managing member of the LLC, and a copy of the operating agreement.

**THE ESCROW HOLDER IS NORTH AMERICAN TITLE COMPANY, INC., WHICH IS LICENSED BY THE CALIFORNIA DEPARTMENT OF INSURANCE UNDER CERTIFICATE OF AUTHORITY NUMBER 6170-5.**

General Provisions Revised 1/7/2019

Seller's Initials ICD

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_

ALL PARTIES ACKNOWLEDGE THAT NORTH AMERICAN TITLE COMPANY, INC. HAS NOT GIVEN AND WILL NOT GIVE ANY LEGAL, TAX, REAL ESTATE OR INVESTMENT ADVICE IN THE ESCROW, NOR HAS IT MADE NOR WILL IT MAKE ANY INVESTIGATION, REPRESENTATIONS, OR ASSURANCES AS TO SUCH MATTERS OR AS TO COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES, OR ANY OTHER FEDERAL OR STATE LAWS OR REGULATIONS. NORTH AMERICAN TITLE COMPANY, INC. RECOMMENDS THAT THE PARTIES SEEK AND OBTAIN INDEPENDENT LEGAL COUNSEL AND OTHER PROFESSIONAL ADVICE AS TO ALL SUCH MATTERS.

SELLER(S):

BUYER(S):

The 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

\_\_\_\_\_  
Jose Ibarra

BY: Cynthia Larae Dunn  
Cynthia Larae Dunn  
Successor Trustee

\_\_\_\_\_  
Rosaura Munoz de Ibarra

Date: 8/13/2020

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

Seller's Initials CLD

Buyers Initials \_\_\_\_\_ / \_\_\_\_\_



READ AND ACKNOWLEDGED

The undersigned also declares under the penalty of perjury that there are no other liens or encumbrances affecting the property to the best of his/her knowledge.

By: [Signature]  
By: \_\_\_\_\_

3223 Blume Drive, 2nd floor  
Richmond, CA 94806  
Office Phone: 510-222-5052  
Office Fax: 510-222-9931  
Email: msteeley@nat.com

North American Title Company, Inc.  
3223 Blume Drive, 2nd floor  
Richmond, CA 94806  
Attn: Melannie Steeley

Your Ref:  
Our Order No.: 54706-20-00655  
Property Address: 309 South 13th Street, Richmond,  
CA 94804

Preliminary Report Dated as of July 13, 2020 at 04:30 AM.

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:  
ALTA Loan Policy  
America First Homeowner Policy (ALTA/CLTA Homeowner's Policy of Title Insurance)

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.

Brian O'Connell, Title Officer

## SCHEDULE A

1. The estate or interest in the land herein after 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:  
Cynthia Larae Dunn Successor, Trustee of the 2019 Charles R. Dunn Trust, under Declaration of Trust,  
dated March 30, 2019
3. Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

**See attached Legal Description**

### LEGAL DESCRIPTION

Real Property in the City of Richmond, County of Contra Costa, State of California, described as follows:

Lots 33 and 34, in Block 11, as shown on the Revised Map of a Portion of the Nystrom's addition to point Richmond, Filed February 26, 1909, in Book 2 of Maps, Pages 29, in the office of the county recorder of Contra Costa County.

APN: 544-131-003-3

**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:

NOTE: IT IS THE RESPONSIBILITY OF ALL PARTIES INVOLVED TO REVIEW EVERY ITEM CONTAINED IN THIS PRELIMINARY REPORT, INCLUDING BUT NOT LIMITED TO THE ITEM(S) HIGHLIGHTED HEREIN FOR YOUR IMMEDIATE ATTENTION TO BE PAID AND/OR RESOLVED AT OR BEFORE CLOSING, BEFORE A TITLE POLICY IS ISSUED.

- 1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
- 2. Taxes for proration purposes only for the fiscal year 2019-2020.

First Installment: \$3,278.53 PAID  
Second Installment: \$3,278.53 PAID  
Tax Rate Area: 08-133  
APN: 544-131-003-3

- 3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 4. The fact that the land lies within the boundaries of the Richmond Merged Redevelopment Project Area, as disclosed by various documents of record.
- 5. The fact that the land lies within the boundaries of the Richmond District 10-B Nevin Center Redevelopment Project Area, as disclosed by various documents of record.
- 6. 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. A/C-3, as disclosed by Notice of Special Tax Lien recorded January 22, 2019 as Instrument No. 2019-0008600-00 of Official Records.
- 7. (A) With respect to the trust referred to in the vesting:

Copies of the original trust documents and any amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

- 8. We find no open deeds of trust, and will require the Open Loans Affidavit form to be submitted for review prior to close.

\*\*\*\*\*END OF REPORT\*\*\*\*\*

---

\*\*\*\*\*NOTES\*\*\*\*\*

---

A. The City of Richmond imposes a city transfer tax of \$7.00 per \$1,000 of value on any instrument transferring title to the real property. This fee is in addition to the \$ .55 per \$500 value that Contra Costa County imposes; and is based upon the full value of the property without regard to any existing encumbrances or liens. When preparing any instrument conveying property in these cities, the transfer tax payable to the city must be separately stated from the county tax.

B. 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.

C. 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 seq. 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.

North American Title Company, Inc. 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.

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.

- D. 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.



## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

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

This is to give notice that NAT has a business relationship with North American Title Insurance Company ("NATIC"). NAT and NATIC, directly or indirectly, are wholly owned subsidiaries of States Title Holding, Inc. 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. You are NOT required to use NATIC as a condition for closing your transaction.

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.

**NORTH AMERICAN TITLE COMPANY, INC.**

3223 Blume Drive, 2nd floor, Richmond, CA 94806  
Office Phone: 510-222-5052 Office Fax: 510-222-9931 Email: msteeley@nat.com

**Closing Protection Letters can be ordered directly by emailing [cacpl@nat.com](mailto:cacpl@nat.com) with your title order number and property address.**

Attention: American Pacific Mortgage

Your Ref:  
Our Order No.: 54706-20-00655

**LENDERS SUPPLEMENTAL REPORT**

Dated as of July 13, 2020 at 04:30 AM.

Title Officer: Brian O'Connell

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 Multi Family (2-4 Units)  
Known as: 309 South 13th Street, Richmond, CA 94804  
City of Richmond  
County of Contra Costa  
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 May 3, 2019 as Instrument No. 2019-0063772-00 of Official Records.

From:  
Charles R. Dunn, a single man

To:  
Charles R. Dunn, Trustee of the 2019 Charles R. Dunn Trust, under Declaration of Trust, dated March 30, 2019

# Privacy Policy

Rev. 03/01/2020

## The States Title Family of Companies

| FACTS  | WHAT DOES THE STATES TITLE FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?  |                             |
|--|--|-----------------------------|
|  | Financial companies choose how they share your personal information. Federal law gives consumers 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 carefully to understand what we do.                     |                             |
|  | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and payment history</li> <li>• Purchase history and account balances</li> </ul>      |                             |
|  | 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 the States Title Family of Companies ("ST") chooses to share, and whether you can limit this sharing. |                             |
| Reasons we can share your personal information   | Does ST share?   | Can you limit this sharing? |
| <b>For our everyday business purposes</b><br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes  | No                          |
| <b>For our marketing purposes</b><br>To offer our products and services to you   | Yes  | No                          |
| <b>For joint marketing with other financial companies</b>  | No   | We don't share              |
| <b>For our affiliates' everyday business purposes</b><br>Information about your transactions and experiences   | Yes  | No                          |
| <b>For our affiliates' everyday business purposes</b><br>Information about your creditworthiness   | No   | We don't share              |
| <b>For our affiliates to market to you</b>   | No   | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No   | We don't share              |
|  | Call 1 (650) 419-3827  |                             |

### Other important information

\*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email [info@statetitle.com](mailto:info@statetitle.com).

**Who we are****Who is providing this notice?**

The States Title Family of Companies (identified below), which offers title insurance and settlement services.

**What we do****How does ST 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 ST 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 for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account – unless you tell us otherwise.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

**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.

- ST doesn't jointly market.

The States Title Family of Companies consists of the following entities:

States Title Holding Inc.

States Title, Inc.

States Title Insurance Company

States Title Insurance Company of California

States Title Agency, Inc.

Spear Agency Acquisition Inc.

Title Agency Holdco, LLC.

North American Title Company

North American Title Company, Inc.

North American Title Company of Colorado

North American Title Insurance Company

North American Services, LLC

North American Title Agency, Inc.

North American Title, LLC

North American Title Company, LLC

NASSA LLC

North American Asset Development, 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.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estateor interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

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

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

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

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

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

##### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

#### [PART I

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

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

#### PART II

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
1. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
2. 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.
3. 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.
4. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### EXCEPTIONS FROM COVERAGE

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

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

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



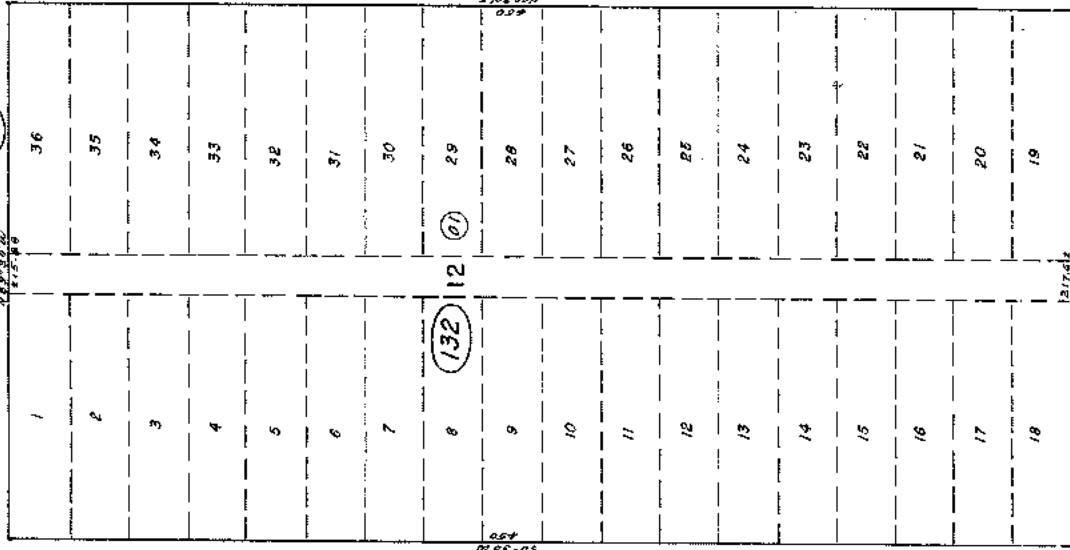


NYSTOM'S ADDITION  
TO  
POINT RICHMOND M.B.2-29

TAX CODE AREA

11

AVE



SO

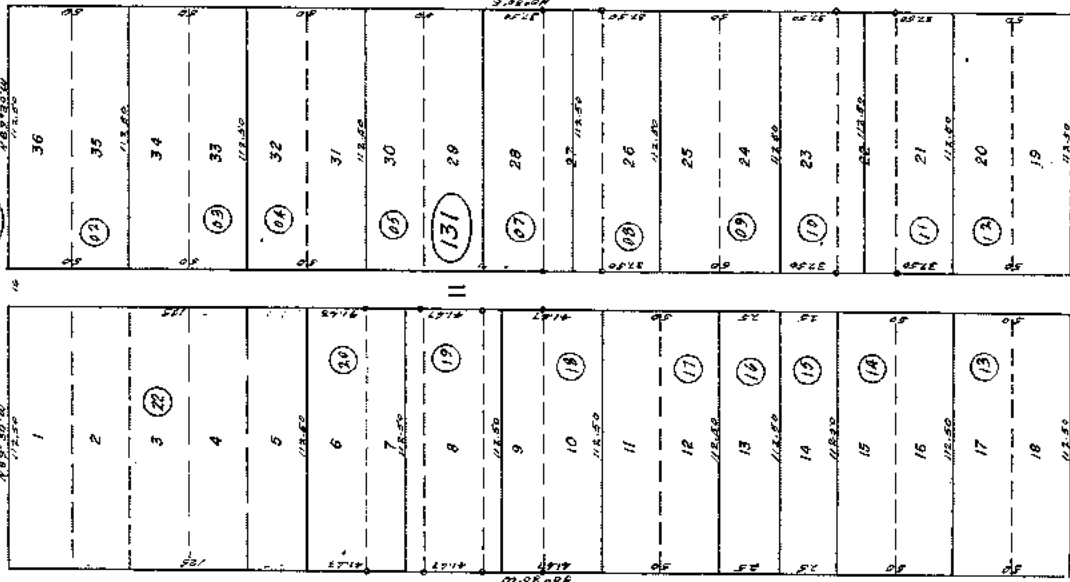
MARINA WAY

131  
132

FM 132/59-60 1963 ROLL  
ASSESSOR'S MAP  
BOOK 544 PAGE 13  
CONTRA COSTA COUNTY, CALIF.  
2-6-69 D.C.C.

12

MAINE



ST

S. 12TH

PB  
550

24

VIRGINIA

AVE

23

