

### City of Rocklin

Planning Division 3970 Rocklin Road Rocklin, California 95677 Phone (916) 625-5160 FAX (916) 625-5195

**UNIVERSAL APPLICATION FORM** 

NAME OF PROJECT:	est Baks Annexat	-ion
LOCATION: Placer	County, CA. SEE A	Hacked Exhibit "A"
Assessor's Parcel Numbers	:DD-24101-03-01 (2410	2-03-01, 028858-01-01)
	: RECEIVED BY (S	
FILE NUMBERS (STAFF):	ANEX 2022 - 0002	FEES: \$23,325.00
RECEIPT No.:		
Pre-Application Meeting R		
		prior to submitting most applications for planning
that the applicant understathese and other planning policies of generally, two sets of prelapplicant to the pre-applicant to the pre-ap	ands the City of Rocklin's goals, policies, and o original savailable at the applicant's request iminary plans and a written description of the	is to expedite application processing by enabling oplication materials are in the proper format and rdinances that may affect the project. A copy of the proposed project should be brought with the please contact a Staff Planner at the Rocklin
THIS APPLICATION IS FOR THE FO	DLLOWING ENTITLEMENTS: (CHECK APPROPRIATE SQUA	res)
Fee: n/a	Tentative Subdivision Map (SD) Fee:	Use Permit (U)  Minor (PC Approval – New Bldg) Fee:
BARRO Zone Application (BZ)	X Annexation (An) Fee: n/a	Minor (PC Approval – Existing Bldg) Fee:
Rezone (Reclassification) (Z)	Tentative Parcel Map (DL)	Major (CC Approval)  Variance (V)
Fee:	Fee:	Fee:
General Development Plan*(PDG)	Design Review (DR)	Oak Tree Preservation Plan Permit
Fee: n/a	Commercial Fee:	Planning Commission Fee:
* Amendment	Residential Fee: Signs Fee:	City Council Fee:
Concurrent Application (2 or more Fee: \$17,347.00	entitlements)	Modification to Approved Projects Fee: File Number:
Environmental Requirements: (STAFF)	Negative Declaration – \$6,032:00	Mitigated Negative Declaration –  EIR – See Fee Schedule
	15162 Determination -	·

Universal Application Page 3

# APPLICATION SUBMITTAL REQUIREMENTS / CHECK-IN SHEET

### To be Returned with the Application Package

To be Completed by Staff Planner (Completed by:  $\underline{BVF}$ )

Project Name: West Oaks Annexation Date: 01-07-2022

Required*	FORMS & DOCUMENTS:	Receive
X	Completed Application Form (p. 3-5)	
X	Completed Agent Authorization Form (one per authorized agent) (p. 6)	JH JH
X	Completed Notification of Owners of Mineral Rights (p. 7)	JII.
X	Completed Notice of Department of Fish and Game Filing Fees (p. 8)	DH
X	Completed Hazardous Waste and Substances Statement (p. 9)	11
X	Completed Mitigation for Air Quality Impacts Statement (p. 10-11)	VIT
X	Completed Environmental Lef	4
X	Completed Formatting and Minimum Requirements checklist (p. 17-23)	TA
X	One Preliminary Title Report for all subject properties (current within six months)	NA
9 tou	Soil Report	
	STANDARD EXHIBIT SETS:	
<b></b>	One CD or USB Flash Drive of All Project Exhibits and submission materials	
(	Two Sets 11" x 17" Reductions of All Project Exhibits for the initial submittal	
	** All plan sets to be collated, stapled into single sets, and folded to 8-1/2" x 11"	
(	Exhibit Sets to include the following sheets as applicable:	
(	Site Plan	
10	Preliminary Grading and Drainage	
•	Preliminary Landscape Plan (include symbols, quantities, botanical names, container sizes, and average height based on American Standards for Nursery Stock)	
16	Elevations of All Four Sides of All Buildings	
-	Architectural and Site Details (trash enclosures, bike racks, special building treatments)	
	Building Sections and Roof Plans	
	Rough Floor Plans	
	Elevations of Sign Design	
	A Stormwater Control Plan and draft Operation and Maintenance Plan consistent with the requirements of the City of Rocklin Post Construction LID Manual (www.rocklin.ca.us/LID)	
	Tentative Map (separate set from design review/use permit, if applicable)	
	SPECIAL EXHIBITS:	
	Color and Material Boards for Buildings and Signs (maximum size: 8½" x14")	
	Colored Building Elevations	
	Colored Sign Elevations	

Renderings (11" x 17" Reductions)	
e-simulations (11" x 17" Reductions)	
TONAL INFORMATION (as may be required; may include, but is not limited to, the ring):	
urvey/Arborist Report	
nd/Riparian Delineation / Biological Assessment	
ological/Cultural Survey	
Study	
1 Site Assessment	
netric Study	
itudy	
ality / Green House Gas	

<sup>\*</sup> Unless waived by a Staff Planner

#### **Additional Submittal Information**

Note 1: All use permits and design review applications shall include a site plan, building exterior elevations, preliminary landscape plans, rough floor plans, preliminary grading plans, a color and materials board, and colored elevations and landscaping plans.

Note 2: The applicant shall be responsible for contacting the Army Corps of Engineers, to determine whether a wetland delineation is needed, and the Fish and Game Department, regarding floodplains and riparian areas, prior to application submittal.

Note 3: Any dedication resulting in transfer of ownership from a private party to the City will require a Phase One Hazardous Materials Study in accordance with current ASTM standards and shall be transferred with free and clear title.

Note 4: The City requests that the property owner or property manager notify tenants of the proposed project and the date, time, and location of the public hearing.

Note 5: Applicants are strongly encouraged to conduct neighborhood and/or property owners' association meetings prior to the City scheduling the project for public hearing.

#### **UNIVERSAL APPLICATION FORM (CONT.)**

GENERAL PLAN	PROPERTY DATA:	UTILITIES:	
DESIGNATION:		Officials.	
Existing: BP/Com/L	TAcres: 3.38	EXISTING	PROPOSED
Proposed: HDR	Square Feet: 147232	Pub. Sewer	Pub. Sewer Septic Sewer
ZONING:	Dimensions:	Pub. Water	Pub. Water
Existing: PD-BP/c/L-	No. of Units:	Well Water	Well Water
Proposed: PD-24+	Building Size:	Electricity	Electricity  Gas
	Proposed Parking:	Cable	Cable
	Required Parking: Access:		

PROJECT REQUEST: Annexation of Said parcel into the city of Rocklin (3.38 Ac)

(Example: Request for approval of design review to construct a 10,000 square foot office building on 1.5 acres)

NOTE: Annexations, Lot Line Adjustments, and Rocklin Ranch Industrial Park Specific Plan Use Permits require special application forms and additional submittal information available from the Planning Division.

### UNIVERSAL APPLICATION FORM (CONT.)

#### **PLEASE PRINT OR TYPE:**

NAME OF PROPERTY OWNER: Black Ivis Properties, LLC
ADDRESS: 4647 King Ranch PL
CITY: Granite Bay STATE: CA - ZIP: 95746.
PHONE NUMBER: (916) 793 - 7977
EMAIL ADDRESS: lacigogne 2006 @ yahoo. Com
FAX NUMBER:
SIGNATURE OF OWNER
(Signature Authorizing Application; provide owner's signature letter if signature is other than property owner.)
NAME OF APPLICANT (If different than owner): 2 yad Mansour; P.E.
CONTACT:
ADDRES 7622 Greenwood Ct.
CITY: Granite Bay STATE: (A. ZIP: 95746.
PHONE NUMBER: (916) 799 - 1235
EMAIL ADDRESS: Zmansour 1997 @ gmail. com
FAX NUMBER:
SIGNATURE OF APPLICANT

#### **AGENT AUTHORIZATION FORM**

Property owners desiring to authorize individuals to represent them in conjunction with any application or matter before the City shall provide written authorization using this form. A separate form shall be used for each individual or firm authorized, and shall specifically note any restrictions upon the authorized person.

Project Name: West OAKS Annexation
Location: Placer Cousting see Attached Exhibit "A"
Assessors Parcel Number(s): DD - 24101-03-01 (24102-03-01, 028858-01-0
Entitlements for which authorization is applicable (use permit, variance, tentative map, etc.):
Name of person and / or firm authorized to represent property owner (Please print):
1. Ziyad Mansour, P.E.
2. Land Development Services, Inc.
Address: 7622 Greenwood ct.
City: Cranite Bay State: CA- Zip: 95746
Phone Number: 916 799 - 1235 - Fax Number:
Email Address: 2man sour 1997 (a gmail Com The above named person or firm is authorized as:
Agent ()
The above named person or firm is authorized to (check all that are applicable):
File any and all papers in conjunction with the aforementioned request, including signing the application
() Speak on behalf of and represent the owner at any Staff meeting and/or public hearing.
() Sign any and all papers in my stead, with the exception of the application form.  The duration and validity of this authorization shall be:
() Unrestricted () Valid until:
Owners Authorization Signature & Date:
Signature: Date: 1-12-22
Owners Name (Please Print): 16rahim Salama
Owners Address: 4647 King Ranch PL
City: Gyanite Bay State: (A. zip: 95746.
Phone Number: 9/6, 793.7777
Email Address: lacigogne 2006 @ Yahoo- com

# NOTIFICATION OF OWNERS OF MINERAL RIGHTS

Government Code section 6509a(a)(2) states that if the Subdivision Map Act requires notice to be given pursuant to Section 65091, in addition to noticing the surrounding property owners, notice must also be given to anyone who has filed with the County recorder's office a "notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code" on the subject property.

Therefore, mailing labels must be provided with this application for any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code (Subdivision Map Act Section 65091(a)(2)).

See page 24 of this application for instructions on how to submit mailing labels.

Section 65091(a)(2)

"(2) When the Subdivision Map Act (Div. d 9commencing with Section 66410)) requires notice of a public hearing to be given pursuant to this section, notice shall also be given to any owner of a mineral right pertaining to the subject property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code."

There are / are not (check one) owner(s) of record of preserved mineral rights on the
subject property and I,
have / have not (check one) provided the name and mailing address of record for any and all
owners of mineral rights pursuant to Section 883.230 of the Civil Code.
Signature Date

# STATE OF CALIFORNIA DEPARTMENT OF FISH AND GAME FILING FEES

In 1990, the State adopted a fee pursuant to AB 3158 for the review of environmental documentation by the State Department of Fish and Game. Subsequently, in 1991, the fees were challenged. Then, in June 1995, the Department of Fish and Game instructed the jurisdictions to stop collecting fees. Following a great deal of court action and in a memorandum dated February 26, 1996, the State Clearinghouse, Office of Planning and Research, stated that the fees must again be collected.

On September 29, 2006, Senate Bill 1535 was passed increasing the amounts of filing fees collected by the Department, and requires the Department to adjust the fees annually pursuant to Fish and Game Code Section 713.

As of January 1, 2020, State law requires all applicants who have a Notice of Determination filed for a Negative Declaration to pay a \$2,406.75 fee and those with a Notice of Determination for an Environmental Impact Report to pay a \$3,343.25 fee. Both types must pay an additional \$50.00 administrative fee making the total fees \$2,456.75 and \$3,393.25 respectively. Applicants whose projects require the filing of a Notice of Exemption will need to pay a \$50.00 administrative fee. The City will notify each applicant which of the fees must be paid.

PLEASE NOTE: Effective January 1, 2008, the fee exemption for projects determined to have a *De Minimis Impact Finding* has been eliminated. (Section 711.4 Fish and Game Code).

The Fish and Game filing fee must be paid prior to the filing of the Notice of Determination with the County Clerk. Since the CEQA law requires a Notice of Determination to be filed with the County within 5 days of an action by the City, all applicants must remit to the City the necessary fee amount *no later than* the day of the final scheduled public hearing for the proposed project.

### PLEASE MAKE ALL CHECKS PAYABLE TO PLACER COUNTY.

If you have any questions regarding this matter, please do not hesitate to contact the Planning Department at (916) 625-5160. Upon review of the above, please sign and return this document with your application.

I, Ziyacl Mansow, the applicant or applicant's representative, have read the information above and understand its meaning.

Signature

Date

1-18-22

### HAZARDOUS WASTE AND SUBSTANCES STATEMENT

Pursuant to California Government Code Section 56962.5, Substances Sites List (Cortese List), consolidated by the State and find that;	I have consulted the Hazardous Waste and of California, Environmental Protection Agency
The project, including any alternatives,is,is not included on the Hazardous Waste and Substances Sites List (Cinformation:	(check which applies) located on a site which is ortese List). If on the list, provide the following
Regulatory identification number:	Date of list:
Type of problem:	
I declare under penalty of perjury of the laws of the State of Cali	fornia that the foregoing is true and correct.
Dated: 1-18-2022	
Applicant:	<del></del>
THE STATE OF THE S	
Applicants can verify this information by reviewing the Hazardous List), available for review at the City of Rocklin Planning Department of Toxic Substance Control web site:	

### MITIGATION FOR AIR QUALITY IMPACTS

The US Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established air quality standards, referred to as the National Ambient Air Quality Standards (NAAQS) and the State Ambient Air Quality Standards (SAAQS) respectively. The federal Clean Air Act and State Clean Air Act both require that areas in violation of the ambient air quality standards adopt strategies to attain these standards. The Placer County Air Pollution Control District (APCD) has primary responsibility for planning and maintenance and/or attainment of air quality standards within Placer County. California is divided into 15 air basins for the purpose of monitoring air quality. Placer County is included in the Sacramento Valley Air Basin. Areas may be classified as attainment, non-attainment, or unclassified with regard to the adopted standards. The unclassified designation is assigned in cases where monitoring data is insufficient to make a definitive determination. Under the federal standards, all of Placer County, including Rocklin, is designated as non-attainment for ozone. All other pollutants are designated unclassified in Rocklin. Under the state standards, hydrogen sulfide and visibility reducing particulate.

The project would have the following short-term construction impacts, if not mitigated:

- a. Construction activities, including grading, would generate a variety of pollutants, the most significant of which would be dust (PM10). This would exacerbate the existing PM10 non attainment condition if not mitigated.
- b. Construction equipment would produce short-term combustion emissions, and asphalt materials used for streets and driveways would produce pollutants during curing.

The mitigation measures listed below will reduce the short term impacts to less-than-significant. In the long-term, vehicle trips to and from the project site would generate Carbon Monoxide and ozone precursor emissions, thereby contributing to the non-attainment status of the local air basin. These incremental and cumulative adverse air quality impacts cannot be completely mitigated. However, these impacts were anticipated by the City of Rocklin General Plan, and were addressed through the 1991 Rocklin General Plan EIR and the North Rocklin Circulation and Traffic Study. Findings of overriding significance were adopted for the unmitigatable and unavoidable significant air quality impacts.

Therefore, I, as the applicant for the proposed project, agree that the mitigation measures listed below are incorporated as a part of my project description in order to mitigate for the short term impacts.

### MITIGATION FOR AIR QUALITY IMPACTS (CONT.)

#### **MITIGATIONS**

- 1. The project shall conform with the requirements of the Placer County APCD.
- 2. Prior to commencement of grading, the applicant shall submit a dust control plan for approval by the City Engineer and the Placer County Air Pollution Control District. The plans shall specify measures to reduce dust pollution during all phases of construction.
- 3. Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
- 4. All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
- 5. All trucks leaving the site shall be washed off to eliminate dust and debris.
- 6. All construction equipment shall be maintained in clean condition.
- 7. All exposed surfaces shall be revegetated as quickly as feasible.
- 8. If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
- 9. Apply water or dust palliatives on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
- 10. Construction equipment shall be properly maintained and tuned.
- 11. Utilize low emission mobile construction equipment where possible.
- 12. Open burning of vegetative material is prohibited.

Ziyad Mansour
Applicant's Name (printed)

Applicant's Signature

1-17-22 Date



### City of Rocklin

Planning Division 3970 Rocklin Road Rocklin, California 95677 Phone (916) 625-5160 FAX (916) 625-5195

# ENVIRONMENTAL INFORMATION SHEET

(To be completed by applicant)

LOCATION OF PROJECT (ADDRESS) Placer County
CITY: Rockin STATE: (A:
Assessors Parcel #: DD - 24/0/-03-0/ (24/02-03-0), 028858-0/-0
NAME OF PROJECT: West Oaks Aunexation
CONTACT/APPLICANT NAME: Ziyad Mansour
ADDRESS: 7622 Greenwood Cf.
CITY: Granite Bay STATE: CA:
PHONE: (916) 799-1235 EMAIL: ZMan Sour 1997 @ gmail. Co
Project Description - Describe in detail. Add separate sheet if necessary.
Annexation of 3.38 AC parcel unto the
City of Rocklin : Parcel was awned by
the state of California Department
City of Rocklin : Parcel was owned by the state of California, Department of Transportation. Parcel will be used for Property size: 147232
Property size: multifamily project.
Square Feet Acres
Land Use:  Existing
Proposed *
<b>RELATED PROJECTS:</b> If this project is a part or portion of a larger project, describe the previous project by name, general development plan number, or other project identification:
project identification.
PREVIOUS ENVIRONMENTAL DOCUMENTS: If this project is part of a larger project for which a negative declaration or an environmental impact report has been prepared and contilied and con
or an environmental impact report has been prepared and certified, reference the document below. Include the date and SCH#, if possible:
OTHER REQUIRED PERMITS OR APPROVALS: Permit or Approval Agency  Address
Address Contact Person/Phone
PREVIOUS LAND USES: Describe existing and previous Land
PREVIOUS LAND USES: Describe existing and previous land uses of the site for the last 10 years or more:

### SITE CHARACTERISTICS

- 1.-- What natural features (trees, rock outcroppings etc.) presently exist on the site?

### NONE

	NONE
2	What are the surrounding land uses?
	East Multifamily West HWY 65 North OFFICE South Multifamily
3.	Is the project proposed on land which contains fill or a slope of 10% or more?
4.	Are there any existing erosion problems?
5.	Is the site on expansive soils (as defined in Table 18 of the UBC) or immediately adjoining an area subject to slides, liquefaction, slope instability or other related hazards?
6.	Grading, excavating or filling activities - Quantity of cubic yards to be:
	a. Moved within the site:
	beposited on the site:
	c. Removed from the site:
	d. Disposal site:
7.	Are there any streams or permanent water courses on the site?
8.	Will the proposed project change drainage patterns or the quality of groundwater?
9.	Will the project affect any drainage channel, creek, pond or any other water body?
10.	Is any portion of the property located in a flood plain?

11	l. Are there any jurisdictional wetlands or vernal pools on the site?
12	Are there any trees or shrubs on the project site?
	Are any to be removed or transplanted?
	State the location of transplant site:
	State the number & species to be removed:
13.	
14.	Will the project result in any new noise source, or will it place new residents in an area of high traffic noise or noise from any other source?
15.	What type of equipment will be associated with the project during construction?  Standard Construction Equipment for Similar  Construction
	During permanent operation?
16.	Describe any air pollutants, other than vehicle exhaust, which would be generated by this project, both during and after construction. Dust particulates are considered pollutants.
17.	Will the project produce new sources of dust, ash, smoke, fumes or objectionable odor?
18.	Will the project create any new light source, other than street lighting?
19.	Is this property covered by a Williamson Act contract?
20.	Has this property ever been used for agricultural purposes? If so, for what purpose and when?
21.	Does the project involve the use of routine transport or disposal of hazardous materials?
22.	Are there any known mineral resources of value to the region and the residents of the state located on the site?  If so, what types?
23.	How close is the nearest school?
Univers Page 14	sal Application

11.

TOTAL DOLLDING CHA	ARACTERISTICS (	BOTH RESIDENTIAL.	AND NON-RESIDENTIAL	.)
Size of new structure(s)				
Building height measure	ed from ground t	o highest point in f	not.	
Number of floors/storie	ic.	o menest bout in it	eet:	
Number of floors/storie	nanaa /at			
Height of other appurte	nances (antenna	s, steeples, mechar	nical equipment, etc.) m	leasured from grour
Project site coverage:	Building		sq.ft	%
	Landscaping_		_sq.ft	0/2
			sq.ft	
Exterior building materia	als:		_ 34.11	%
Exterior building materia				
Exterior building colors:				
Wall and/or fencing mate	erial:			
Total number of off-stree	et parking spaces	required:	Pro	vided:
lotal number of bicycle p	parking spaces: _			
is there any exposed mecha	anical equipment	associated with th	e project?	
Location and screening m	rethod:		- []	
	Single	Total acreage  Two Family	Multi-Family	
	Family	, and raining	(More than 2	
Number of Units		AND THE PROPERTY OF THE PROPER	units)	
Size of lot/unit	***			
Studio		The comment of the second seco		
1 Dad				
1 Bedroom	The second secon		COMMUNICATION OF A SECTION OF THE COMMUNICATION OF PRESENTING AND A SECTION OF THE COMMUNICATION OF THE COMMUNICAT	
2 Bedroom				
2 Bedroom 3 Bedroom				
2 Bedroom				
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS	STRIAL, INSTITUT	TONAL OR OTHER P	ROJECT	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s):	STRIAL, INSTITUT	TONAL OR OTHER P	ROJECT	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s):  Oriented to: Regional	STRIAL, INSTITUT	TONAL OR OTHER P	ROJECT Neighborhood	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s):  Oriented to: Regional  Hours of operation:	STRIAL, INSTITUT	TONAL OR OTHER P	ROJECT  Neighborhood	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s): Oriented to: Regional Hours of operation: Total occupancy/Building ca	STRIAL, INSTITUT	TONAL OR OTHER P	ROJECT  Neighborhood	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s): Oriented to: Regional Hours of operation: Total occupancy/Building co	STRIAL, INSTITUT	TONAL OR OTHER P  _City  mber of fixed seats:	ROJECT  Neighborhood	
2 Bedroom 3 Bedroom 4+ Bedroom  RETAIL, COMMERCIAL, INDUS  Type of use(s): Oriented to: Regional Hours of operation: Total occupancy/Building ca	STRIAL, INSTITUT apacity: Nu	TONAL OR OTHER P  _City  mber of fixed seats: _Employees per shif	ROJECT  Neighborhood	er of Shifts

#### **ALL PROJECTS**

28	Approximately how many tons of solid waste will the project produce each year?		
29.	Will the proposed use involve any toxic or hazardous material?		
	Is the project site within 2,000 feet of an identified hazardous/toxic site?		
	Is the project site within 2,000 feet of a school or hospital?		
	If the project involves any hazardous material, explain:		
30.	How many new residents is the project estimated to govern		
31.	How many new residents is the project estimated to generate?		
32. What is the current and estimated number of motor vehicles to arrive at the site as a result of the			
	Current: Estimated:		
33.	Could the project increase traffic hazards to motor vehicles, bicyclists or pedestrians?		
34.	How close is the project to the nearest public park or recreation area?		
35.	What school districts will be affected by this project?		
36.	Describe energy-efficient features included in the project		
37.	Describe how the following services or utilities will be provided:		
	Power and Natural Gas:		
	vvater:		
	Solid Waste:		
38.	Will the project block any vista or view currently enjoyed by the public?		
39. <i>i</i>	Are there any known historic or significant building features on or near the site? If so, will the project result in any impact to the building?		
40. A	Are there any archaeological features on the site? f so, will the project result in any impact to these features?		

RECORDING REQUESTED BY DEPARTMENT OF TRANSPORTATION When Recorded Mail To North Region Right of Way 703 B Street, Marysville, California 95901

Fee Exempt Gov. Agency R & T Code: 11922, 11928, 11929

DOCUMENTARY TRANSFER TAX \$\_\_\_\_\_Calif. Dept. of Transportation\_\_\_\_\_

Documentary Recording Fee Exempt Per G.C. 27383 \$\_\_\_\_

Space above this line for Recorder's Use

### DIRECTOR'S DEED GRANT

District	County	Route	Postmile	Number
03	PLA	65	9.1	DD-24101-03-01 (24102-03-01, 028858-01-01)

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

#### BLACK IRIS PROPERTIES LLC.,

hereinafter called GRANTEE, that real property in the unincorporated area, County of Placer, State of California, described as follows:

See Exhibit "A", attached.

Subject to special assessments if any, restrictions, reservations, and easements of record.

Subject also to the following, in accordance with U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions:

MAIL TAX

STATEMENTS TO:

Black Iris Properties LLC.

4647 King Ranch Place, Granite Bay, CA. 95746

#### **EXHIBIT "A"**

A portion of those parcels of land in the Northwest quarter of Section 15 and Southwest quarter of Section 10, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, (1) described in deed to the State of California recorded December 28, 1971 in Volume 1391, Page 409, (2) described in deed to the State of California recorded February 3, 1972 in Volume 1398, Page 60, and (3) described in deed to the State of California recorded October 17, 1986 in Book 3059, Page 321, Official Records of Placer County, said portion is particularly described as follows:

BEGINNING at a point in the North line of said Section 15, distant North 89°23'52" East 1610.12 feet from the northwest corner of said Section 15;

THENCE from said POINT OF BEGINNING coincident and along said course North 89° 23' 53" East 324.75 feet, also being the southerly line of the parcel of land described in the deed to the State of California recorded October 17, 1986 in Book 3059, Page 321 Official Records of Placer County, to the easterly line of said parcel of land; Thence coincident and along the easterly line of said land North 0°04'32" East 110.01 feet to the southerly line of the parcel of land described in the deed recorded October 17, 1986 in Volume 3059, Page 325 Official Records of Placer County; Thence coincident and along the southerly line of said land the following two courses:

1) South 89° 23'52" West, 285.00 feet;

2) North 87° 56'04" West 756.58 feet to a point on the easterly line of existing State Route 65;

Thence coincident and along the easterly line of said existing State Route 65 South 0°03'37" West, 200.00 feet to a point on the northerly line of the parcel of land described in the deed recorded on January 30, 1990 in Book 3818, Page 246 Official Records of Placer County;

Thence coincident and along the northerly line of said land North 85°01'46" East 719.11 feet to the POINT OF BEGINNING.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are based on California State Coordinate System of 1927, Zone 2. Ground distances are in U.S. Survey Feet. Multiply the ground distances by 0.99992 to obtain grid distances.

#### Number

DD-24101-03-01 (24102-03-01, 028858-01-01)

Subject also to the following, in accordance with U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions:

A. The GRANTEE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.

Number

DD-24101-03-01 (24102-03-01, 028858-01-01)

STATE OF CALIFORNIA

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

DEPARTMENT OF Dated 11/17/2021 TRANSPORTATION APPROVED AS TO FORM AND **PROCEDURE** TOKS OMISHAKIN Director of Transportation **DEPARTMENT OF** TRANSPORTATION KATHIE SENIOR RIGHT OF WAY AGENT THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 26th day of January 2022, via teleconference. Dated this 26th day of January 2022. MITCH WEISS, Executive Director CALIFORNIA TRANSPORTATION COMMISSION

#### Memorandum

District	County	Route	Postmile	Project ID
03	PLA	65	9.1	DD-24101-03-01 (24102-03-01, 028858-01-01)

To:

Alex Del Guerra

Associate Right of Way Agent

From:

Hector M. Vega

R/W Engineering, District 03

Subject: DIRECTOR'S DEED TRANSMITTAL

The following information has been provided, as requested by District Right of Way, for use in the preparation of An Excess Lands transaction and other documents necessary for conveyance, including:

- Director's Deed Mapping (2 pages)
  - Location Map shows parcel in relation to the overall project.
  - DD-24101-03-01 (24102-03-01, 028858-01-01) Map shows parcel in detail.
- Director's Deed Legal Description for parcel: (1 page)
  - "Exhibit A", Legal Description for Parcel DD-24101-03-01 (24102-03-01, 028858-01-01).

The electronic files for the above listed information have been transmitted by E-mail.

The attached real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

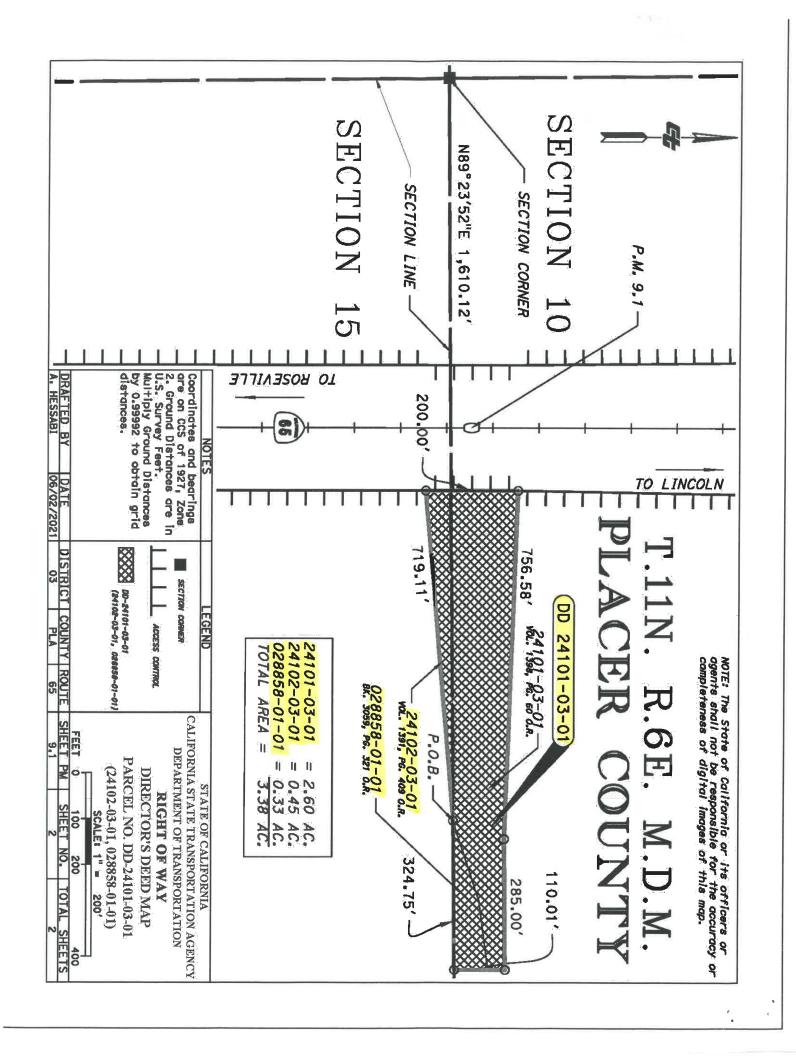
Signature

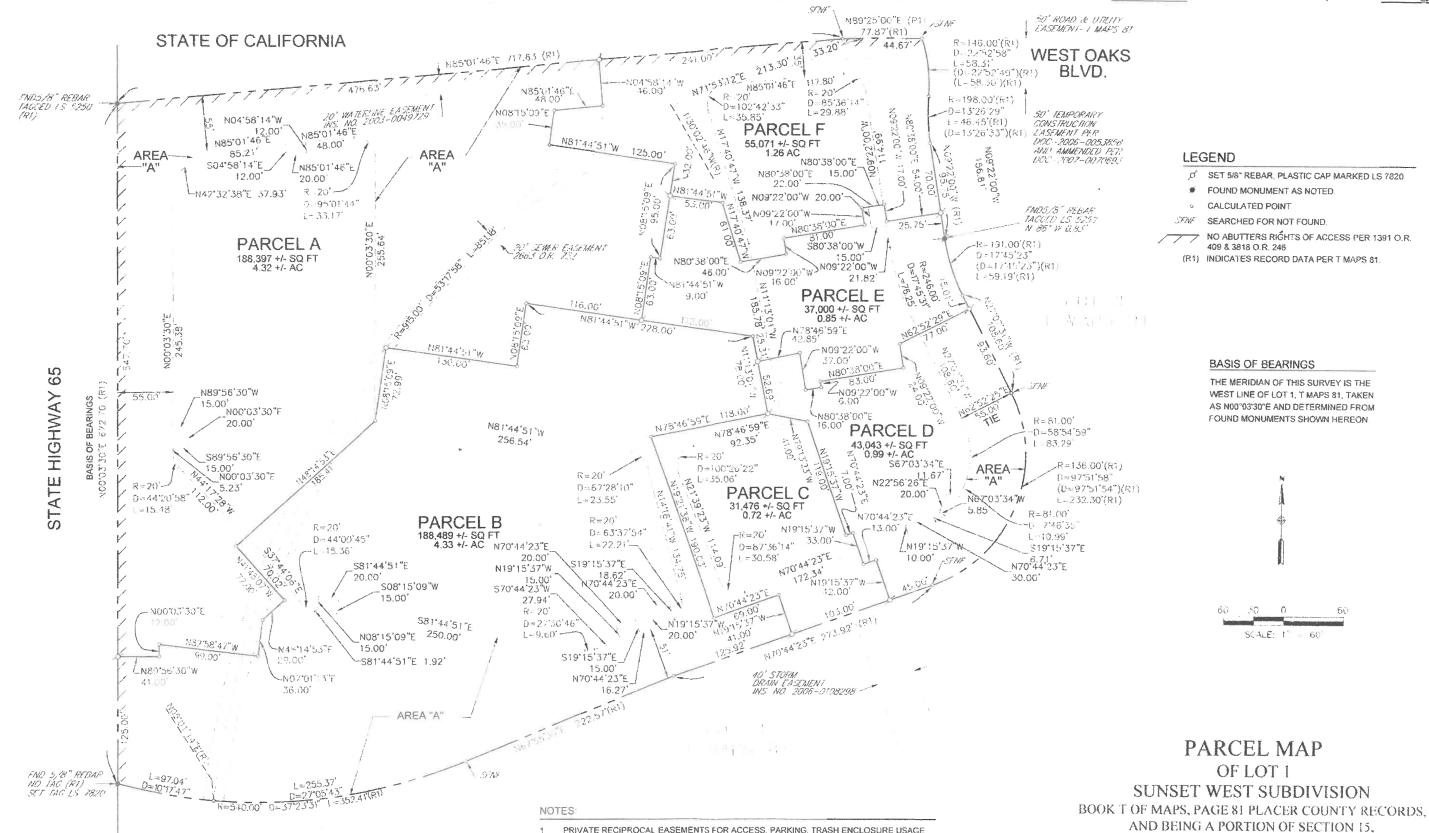
Professional Land Surveyor

ate 6/25/202/

Hector M. Vega
Name
LS 9314
Number
09/30/2022
Exp. Date
OF CALIFORN







RICK ENGINEERING COMPANY

2525 EAST BIOWELL STREET FOLSOM, CA 95630 916.638.6200 (FAX)916 934.5144 3. AN EMERGENCY ACCESS EASEMENT IS GRANTED THROUGH AND OVER AREA "A" FOR USE BY PUBLIC, CITY, COUNTY, STATE OR FEDERAL AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR NATURAL DISASTER CAUSED EMERGENCIES

UTILITIES AND DRAINAGE AREA HEREBY GRANTED OVER AREA "A" FOR THE MUTUAL BENEFIT

GAS, SEWER AND DRAINAGE PIPES, ELECTRIC, GAS, TELEVISION, TELEPHONE AND

A NONEXCLUSIVE PUBLIC UTILITY EASEMENT IS GRANTED OVER AREA "A" FOR WATER,

THE ECOMMUNICATIONS SERVICES TOGETHER WITH ANY AND ALL APPLIETENANCES THERETO

OF PARCELS "A" THROUGH "F

ON, OVER, ACROSS, AND UNDER AREA "A"

MARCH 2015

SHEET 2 OF 2

DL-2004-08 J-16931

TOWNSHIP 11 NORTH, RANGE 6 EAST,

MOUNT DIABLO MERIDIAN.

CITY OF ROCKLIN, COUNTY OF PLACER,

STATE OF CALIFORNIA

**ORDER NO. :** 2121049565

#### **EXHIBIT A**

The land referred to is situated in the County of Placer, City of Rocklin, State of California, and is described as follows:

A portion of those parcels of land in the Northwest quarter of Section 15 and Southwest quarter of Section 10, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, (1) described in Deed to the State of California recorded December 28, 1971 in Volume 1391, at Page 409, (2) described in Deed to the State of California recorded February 3, 1972 in Volume 1398, at Page 60, and (3) described in Deed to the State of California recorded October 17, 1986 in Book 3059, at Page 321, Official Records of Placer County, said portion is particularly described as follows:

BEGINNING at a point in the North line of said Section 15, distant North 89°23'52" East 1610.12 feet from the Northwest corner of said Section 15;

THENCE from said POINT OF BEGINNING coincident and along said course North 89° 23' 53" East 324.75 feet, also being the Southerly line of the parcel of land described in the Deed to the State of California recorded October 17, 1986 in Book 3059, Page 321 Official Records of Placer County, to the Easterly line of said parcel of land; Thence coincident and along the Easterly line of said land North 0°04'32" East 110.01 feet to the Southerly line of the parcel of land described in the Deed recorded October 17, 1986 in Volume 3059, at Page 325, Official Records of Placer County; Thence coincident and along the Southerly line of said land the following two courses:

South 89° 23'52" West, 285.00 feet;

North 87° 56'04" West 756.58 feet to a point on the Easterly line of existing State Route 65;

Thence coincident and along the Easterly line of said existing State Route 65 South 0°03'37" West, 200.00 feet to a point on the Northerly line of the parcel of land described in the Deed recorded on January 30, 1990 in Book 3818, at Page 246, Official Records of Placer County;

Thence coincident and along the Northerly line of said land North 85°01'46" East 719.11 feet to the POINT OF BEGINNING.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are based on California State Coordinate System of 1927, Zone 2. Ground distances are in U.S. Survey Feet. Multiply the ground distances by 0.99992 to obtain grid distances.

Roseville, CA 95661 (916) 784-2490 Fax: (916) 760-9011

#### PRELIMINARY REPORT

Our Order Number 2121049565-TR

**BLACK IRIS PROPERTIES, LLC** 4647 King Ranch Place Granite Bay, CA 95746

When Replying Please Contact:

Tamara Robledo tamarar@ortc.com (916) 784-2490

Buyer:

**BLACK IRIS PROPERTIES, LLC** 

**Property Address:** 

No Situs, Rocklin, CA 95677

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I 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.

Dated as of February 4, 2022, at 7:30 AM

#### **OLD REPUBLIC TITLE COMPANY**

For Exceptions Shown or Referred to, See Attached

Page 1 of 7 Pages

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

#### Fee

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

State of California

The land referred to in this Report is situated in the County of Placer, City of Rocklin, State of California, and is described as follows:

A portion of those parcels of land in the Northwest quarter of Section 15 and Southwest quarter of Section 10, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, (1) described in Deed to the State of California recorded December 28, 1971 in Volume 1391, at Page 409, (2) described in Deed to the State of California recorded February 3, 1972 in Volume 1398, at Page 60, and (3) described in Deed to the State of California recorded October 17, 1986 in Book 3059, at Page 321, Official Records of Placer County, said portion is particularly described as follows:

BEGINNING at a point in the North line of said Section 15, distant North 89°23'52" East 1610.12 feet from the Northwest corner of said Section 15;

THENCE from said POINT OF BEGINNING coincident and along said course North 89° 23' 53" East 324.75 feet, also being the Southerly line of the parcel of land described in the Deed to the State of California recorded October 17, 1986 in Book 3059, Page 321 Official Records of Placer County, to the Easterly line of said parcel of land; Thence coincident and along the Easterly line of said land North 0°04'32" East 110.01 feet to the Southerly line of the parcel of land described in the Deed recorded October 17, 1986 in Volume 3059, at Page 325, Official Records of Placer County; Thence coincident and along the Southerly line of said land the following two courses:

South 89° 23'52" West, 285.00 feet;

North 87° 56'04" West 756.58 feet to a point on the Easterly line of existing State Route 65;

Thence coincident and along the Easterly line of said existing State Route 65 South 0°03'37" West, 200.00 feet to a point on the Northerly line of the parcel of land described in the Deed recorded on January 30, 1990 in Book 3818, at Page 246, Official Records of Placer County;

Thence coincident and along the Northerly line of said land North 85°01'46" East 719.11 feet to the POINT OF BEGINNING.

There shall be no abutter's rights, including access rights, appurtenant to the above described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are based on California State Coordinate System of 1927, Zone 2. Ground distances are in U.S. Survey Feet. Multiply the ground distances by 0.99992 to obtain grid distances.

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

- 1. Taxes and assessments, general and special, for the fiscal year 2022 2023, a lien, but not yet due or payable.
- 2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
- 3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
- 4. Assessments that may be levied by the Placer County Water Agency District. Further information on said assessments may be obtained by contacting said district at (530) 823-4850. Specifically request current and delinquent charges.
- Assessments that may be levied by the South Placer Municipal Utility District. Further information on said assessments may be obtained by contacting said district at (916) 786-8555. Specifically request current and delinquent charges.
- 6. Rights or claims of easements not recorded in the public records.
- 7. (1) Any adverse claim based upon the assertion that:
  - (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
  - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Pleasant Grove Creek, or has been formed by accretion to any such portion.
  - (2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Pleasant Grove Creek.

- 8. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
- 9. Any right, title, claims, or other interest, and such rights as may be incidental thereto, whether or not shown by the public records to the waters of Pleasant Grove Creek.
- 10. Any lack of access, or a right of access, or a right to access to and from the land (any access coverage contained in this policy and/or endorsements thereto is NOT being provided, notwithstanding any statement therein to the contrary).
- 11. Any easement for water course over that portion of said land lying within the banks of Pleasant Grove Creek and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.
- 12. Release and relinquishment of abutter's or access rights to and from freeway, upon which premises abuts, together with waiver of damages by reason of construction or maintenance of a freeway, as follows:

Instrument Entitled

**Grant Deed** 

To

State of California

Recorded

December 28, 1971 in Book 1391 of Official Records, Page 409

13. Release and relinquishment of abutter's or access rights to and from freeway, upon which premises abuts, together with waiver of damages by reason of construction or maintenance of a freeway, as follows:

Instrument Entitled

: Grant Deed

To

State of California

Recorded

: February 3, 1972 in Book 1398 of Official Records, Page 60

- 14. Note: It appears that Old Republic National Title Insurance may be asked to insure against the rights of Mechanics Lien claimants. The Company may require the following:
  - A. Signed indemnities by all parties.
  - B. A copy of the construction cost breakdown.
  - C. Appropriate financial statements from all Indemnitors.
- 15. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

- 16. 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.
- 17. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
- 18. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
- 19. Any unrecorded and subsisting leases.
- 20. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

#### ----- Informational Notes

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.
- B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed

By/From : Sunset Placer Investment Co., a partnership

To : State of California

Recorded : December 28, 1971 in Book 1391 of Official Records, Page 409

Grant Deed executed by Donald B. Kaufman, a married man as his sole and separate property, as to an undivided thirty (30) percent interest and Eli Broad, a married man as his sole and separate property, as to an undivided seventy (70) percent interest to State of California recorded February 3, 1972 in Book 1398 of Official Records, Page 60.

Grant Deed executed by Stanford Ranch, Inc., who acquired title as Whitney Farms Investment Company, Inc. to State of California recorded October 17, 1986 in Book 3059 of Official Records, Page 321.

O.N.

#### NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

- 1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
- 2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
- 3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
- 4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
- 5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
- 6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

**Restrictive Covenant Modification form** 

#### Exhibit I

# CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18) 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 to
  - (i) the occupancy, use, or enjoyment of the land;
  - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
  - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

# EXCEPTIONS FROM COVERAGE SCHEDULE B - PART I

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - 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.
- 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.
- (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 unless such lien is shown by the public records at Date of Policy.

#### Exhibit I

# AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06) EXCLUSIONS FROM COVERAGE

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (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.
- 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 SCHEDULE B - PART I

Except as provided in Schedule B - Part II, 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:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or
  assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or
  assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public
  Records.
- Any facts, rights, interests, or claims that are not shown 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.
- (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 unless such lien is shown by the Public Records at Date of Policy.



FACTS

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	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:
What?	<ul> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do			
How does Old Republic Title 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 secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy		
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:  Give us your contact information or show your driver's license  Show your government-issued ID or provide your mortgage information  Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
Why can't I limit all sharing?	Sharing for affiliates' everyday business purposes - information about your creditworthiness     Affiliates from using your information to market toyou     Sharing for non-affiliates to market toyou  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.		

Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.	
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you	
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.	

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

# **Privacy Notice for California Consumers**

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act ("CCPA").

#### What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

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Internet or other electronic network activity	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).  Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	operational purposes.  To provide access to certain online services. To understand the interests of visitors to our online	Not Disclosed
			Title Agents associated with the transaction	services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	

## What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we "sell" or "disclose." We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity.  Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity.  Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively.  Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

# **Your Rights and Choices**

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and 7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.
Deletion	You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:  • Complete the transaction for which we collected the personal information, provide a
	<ul> <li>good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.</li> <li>Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.</li> <li>Debug products to identify and repair errors that impair existing intended</li> </ul>
	<ul> <li>functionality.</li> <li>Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.</li> <li>Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)</li> </ul>
	<ul> <li>Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.</li> </ul>
	<ul> <li>Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.</li> <li>Comply with a legal obligation.</li> <li>Make other internal and lawful uses of that information that are compatible with the context in which you provided it.</li> </ul>
	<ul> <li>Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)</li> </ul>
Opt-Out of Sale	With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.
	A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.
Opt-In to Sale	·
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:  Deny you goods or service
	<ul> <li>Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties</li> <li>Provide a different level or quality of goods or services</li> </ul>
	<ul> <li>Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services</li> </ul>

## To Exercise Your Rights

### To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

### To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website <u>CCPA</u> Consumer Request.

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

#### **Contact Us**

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: <a href="mailto:CCPA@oldrepublictitle.com">CCPA@oldrepublictitle.com</a>, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite1500, San Francisco, CA 94111-3334.

