



PRELIMINARY REPORT

To:

COLDWELL BANKER DUFOUR REALTY 1350 E LASSEN AVE CHICO CA, 95973-7858 MARY MCGOWAN

BUYERS: STEVEN GIESBRECHT

ESCROW NO: 135447

Property Address: 1060 STATE HIGHWAY 45 PRINCETON, CA, 95970 Title Officer:

TITLE OFFICER: DEBBIE FALTESEK TIMIOS TITLE 250 W SYCAMORE ST WILLOWS, CA 95988

ESCROW OFFICER: RON CAMPBELL

PHONE: 530-934-3338

Title No:

135580 - UPDATE 1 - AMENDED

In response to the above referenced application for a policy of title insurance, this 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 the report is: ALTA STANDARD OWNER'S POLICY

ALTA LOAN POLICY

Issued by: FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of: OCTOBER 9, 2017 at 8:00 a.m.

The Estate or Interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

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

TRINIDAD GONZALES ESCOBEDO, TRUSTEE OF THE TRINIDAD GONZALES ESCOBEDO TRUST DATED 9-22-2003

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

NOTES:

A. 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:

NONE

- B. NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA POLICY, WHEN ISSUED.
- C. THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 1060 STATE HIGHWAY 45, IN THE UNINCORPORATED AREA OF THE COUNTY OF GLENN, STATE OF CALIFORNIA.
- D. 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.
- E. CANCELLATION FEES

NOTE: PURSUANT TO RULE NO. 2 OF BULLETIN NO. NS-35 OF CALIFORNIA STATE INSURANCE COMMISSIONER THIS REPORT IS ISSUED SUBJECT TO A MINIMUM FEE OF \$400.00

EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) **EXCLUSIONS**

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

 Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - building; (a)
- (d) improvements on the Land;
- (b) zoning;
- (e) land division; and
- (c) land use:
- **(f)** environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; (a)
 - 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; (b)
 - that result in no loss to You; or (c)
 - (d)that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.
 - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

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.

Your Deductible Amount	<u>Our waximum Dollar</u> Limit of Liability
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000,00 (whichever is less)	\$25,000,00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date (a)
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking (b)
- 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you (c)
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- Failure to pay value for your title.
- Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A OR (a)
 - in streets, alleys, or waterways that touch your land (b)
 - This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

- created, suffered, assumed, or agreed to by the Insured Claimant;
- not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this
- resulting in no loss or damage to the Insured Claimant: (c)
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptey, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

- (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
- 2. 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate 4 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.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) **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:

- Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating. (a) prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land; (i)
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this
 - (c) resulting in no loss or damage to the Insured Claimant:
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered (d) Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
- resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-
- business laws of the state where the Land is situated. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made 6. 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.
- 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 8. applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

PRIVACY INFORMATION

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now an in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information. We agree that you have right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other sources, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American ealls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffitiated party. Therefore, we will not release your information to nonaffitiated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of our information. We restrict access to nonpublic personal information about you to those individuals and entitles who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Business Relationships

First American Financial Corporation's site and it's affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookie

Some of First American's Web site may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



WIRE INSTRUCTIONS

TIMIOS TITLE, A CALIFORNIA CORPORATION TRUST ACCOUNT

Bank of America N.A. 100 N Tryon St., Ste 170 Charlotte, NC 28202

CHIPS Address: 0959

SWIFT Address: BOFAUS3N

ACCOUNT NO.: 488038505160

ROUTING NO.: 026009593

Please reference borrower's name and loan number on wire transfer.

Order Number: 71-00135580

Loan Number:

Property Address: 1060 STATE HIGHWAY 45

PRINCETON, CA 95970

Borrower / Buyer: STEVEN GIESBRECHT

**PLEASE NOTE: THESE ARE UPDATED WERE INSTRUCTIONS FOR TIMEOS TELE, A CALIFORNIA CORPORATION

U.S. DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency National Flood Insurance Program

OMB No. 1660-0008 Expiration Date: November 30, 2018

ELEVATION CERTIFICATE Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION						FOR INSURANCE COMPANY USE		
A1. Building Owner's Name CARL GIESBRECH							Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1060 HIGHWAY 45						Company f	Company NAIC Number:	
City PRINCTON			State California				ZIP Code 05970	
A3. Property Desc AP# 013-350-005	ription (Lot a	nd Block Numbers, Tax	x Parce	el Number, Legal De	escription, etc.)			
A4. Building Use (e.g., Residen	tial, Non-Residential, A	Addition	n, Accessory, etc.)	CHURCH			
A5, Latitude/Longi	iude: Lat. 39	9*27'17.0"	Long. 1	22*00'56,9"	Horizontal Datum	: NAD	1927 🗵 NAD 1983	
A6. Attach at least	2 photograp	hs of the building if the	Certific	cate is being used t	o obtain flood insura	nce.		
A7. Building Diagra	am Number	1A						
-		pace or enclosure(s):						
a) Square foo	age of crawls	space or enclosure(s)		sq ft				
		ood openings in the cra			ithin 1.0 foot above	adjacent gr	ade	
c) Total net ar	ea of flood op	enings in A8.b		sq in				
d) Engineered	flood openin	gs? 🗌 Yes 🔲 No)					
A9. For a building v	vith an attach	ed garage:						
a) Square foot	age of attach	ed garage		sq ft				
b) Number of	ermanent fic	od openings in the atta	ached g	garage within 1.0 fo	ot above adjacent gi	ade		
		enings in A9.b		sq in	, ,			
		gs? Yes No		_				
)	_					
		CTION B - FLOOD IN	ISURA	NCE RATE MAP	(FIRM) INFORMAT	ION	**************************************	
B1. NFIP Community Name & Community Number 060057			B2. County Name GLENN			B3. State Californía		
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	Ef Re	IRM Panel ffective/ evised Date	B8. Flood Zone(s)	(Zor Floc	e Flood Elevation(s) ne AO, use Base nd Depth)	
06024G0850D	D	08/05/2010	08/05	/2010	Α	82		
B10. Indicate the so	ource of the E	Base Flood Elevation (E	BFE) da	ata or base flood de	pth entered in Item	39:		
☐ FIS Profile ☐ FIRM ☐ Community Determined ☒ Other/Source: USACE 2002 STUDY								
B11. Indicate elevation datum used for BFE in Item B9: NGVD 1929 NAVD 1988 Other/Source:								
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Tyes [X] No								
Designation Date: CBRS OPA								
							j	

ELEVATION CERTIFICATE

OMB No. 1660-0008 Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corr	FOR INSURANCE COMPANY USE							
Building Street Address (including Apt., Unit, S 1060 HIGHWAY 45	Policy Number:							
City PRINCTON	State California	ZIP Code 95970	Company NAIC Number					
SECTION G - COMMUNITY INFORMATION (OPTIONAL)								
The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.								
G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)								
G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.								
G3. The following information (Items G4-	-G10) is provided for comm	nunity floodplain manageme	ent purposes.					
G4. Permit Number	G5. Date Permit Issued		Pate Certificate of ompliance/Occupancy Issued					
G7. This permit has been issued for: New Construction Substantial Improvement								
G8. Elevation of as-built lowest floor (including of the building:	g basement)	[] feet	meters Datum					
G9. BFE or (in Zone AO) depth of flooding at t	feet	meters Datum						
G10. Community's design flood elevation:	ger i Paring Paring Salaman and and an analysis of the Salaman and Anna and	feet	meters Datum					
Local Official's Name	Ti	tle						
Community Name	Te	elephone						
Signature	Da	ate						
Comments (including type of equipment and location, per C2(e), if applicable)								
			Check here if attachments.					