

NOTICE TO BIDDERS
BID # AA25021

Notice is hereby given that the Board of Trustees of the Los Rios Community College District, County of Sacramento, State of California, will receive bid submissions up to and no later than the bid deadline of **2:00 pm on Wednesday, April 1, 2026, with the bid opening on the same day at 5:30 P.M.**, for the project described as the Attawa Avenue Parking Lot purchase of Attawa Avenue, Sacramento, CA 95822; further identified as APN 018-0026-056-0000 ("Attawa Avenue Parking Lot") - **Bid # AA25021**. Bid proposals received after this deadline will be rejected as non-responsive.

The bid opening will occur in the Main Conference Room at the Los Rios Community College District Office, 1919 Spanos Court, Sacramento, CA 95825.

The Attawa Avenue Parking Lot is being sold in an "As-Is" "Where-Is" condition; buyer shall satisfy themselves with the condition and nature of the Attawa Avenue Parking Lot and may not rely upon any representations from the District, its trustees, employees, agents or volunteers.

Potential bidders may also request access to, a tour of, or more information about the Attawa Avenue Parking Lot directly through the District's designated real estate agent for this transaction – Kelly Rivett (916) 569-2385, Rich Ellsworth (916) 569-2343, or John Frisch (916) 569-2309, with Newmark Real Estate Services. Due Diligence information available upon your request to Kelly Rivett, Rich Ellsworth, or John Frisch. This information will include: AIRCRE standard offer agreement, Seller's Mandatory Disclosure & Property Information Sheet, Preliminary Title Report including a color coded plotted easement, and the most recent appraisal and a sales marketing package.

The bid documents will be available **January 20, 2026** and may be obtained by email request to: khangp@losrios.edu with the Subject of "Bid Request for Attawa Avenue Parking Lot". Questions and requests for information must be submitted via email to khangp@losrios.edu no later than **12:00 PM (PST) March 18, 2026** and will be answered no later than **2:00 PM (PST) March 25, 2026.**



P. 916.568.3021
F. 916.561.0574

Bid proposals must be received at the Los Rios Community College District Office by Wednesday, **April 1, 2026, 2:00 PM (PST)** with the Subject of “Bid TR AA25021 for Attawa Avenue Parking Lot” clearly written on the outside envelope. Only bids submitted by or prior to the date and time set forth above shall be considered. **Send to the address below using United Parcel Service (UPS) only, with “UPS Overnight” delivery.**

LRCCD Board of Trustees
Attn: Chancellor’s Office
1919 Spanos Court
Sacramento, CA 95825

Attachments: Bid Form
 Board Agenda Item
 Board Resolution
 Preliminary Title Report
 Property Appraisal
 Seller Mandatory Disclosures
 Photos of Attawa Avenue Parking Lot

BID FORM
BID# AA25021 Attawa Avenue Parking Lot

COMPANY NAME:**COMPANY
ADDRESS:****PURCHASE PRICE:**

By submitting this bid, I affirm I will meet the requirements in the Purchase and Sale Agreement, Bid Documents, and Los Rios Board Resolution 2026-02, passed by the Board of Trustees at their meeting on January 14, 2026.

*A **Letter of Intent** for purchase must accompany this form.*

By signing this form, I attest I have the authority to do so:

Signature**Title****Date**

LOS RIOS COMMUNITY COLLEGE DISTRICT

PRESENTED TO BOARD OF TRUSTEES

DATE: January 14, 2026

| | | | |
|------------------------------------|--|------------------------------|---|
| SUBJECT: | Resolution 2026-02: Authorization of Sale, Minimum Terms, and Bid Process Related to Sale of Surplus Property of Attawa Avenue Parking Lot in Sacramento | ATTACHMENT: Yes | |
| | | ENCLOSURE: None | |
| | | STRATEGIC PLAN GOAL(S): 1-5 | |
| AGENDA ITEM: | Action Item B | TYPE OF BOARD CONSIDERATION: | |
| RECOMMENDED BY: | Mario Rodriguez, Executive Vice Chancellor, Finance and Administration <i>MR</i> | CONSENT/ROUTINE | |
| | | FIRST READING | |
| APPROVED FOR CONSIDERATION: | Brian King, Chancellor <i>Brian King</i> | ACTION | X |
| | | INFORMATION | |

BACKGROUND/ STATUS:

Education Code section 81360 and Government Code section 54222 provide the procedure the District must follow to sell real property that is no longer needed for school purposes. On August 13, 2025, the Board of Trustees approved the first step of the process to sell the District owned real property on Attawa Avenue, Sacramento, CA 95822 (Attawa Avenue Parking Lot) Sacramento County Assessor's Parcel Number 018-0026-056-0000. In that meeting, the Board declared the Attawa Avenue Parking Lot surplus and authorized the extension of written and published offers to sell the Attawa Avenue Parking Lot to other public entities as required by law.

The District extended written offers to purchase the Attawa Avenue Parking Lot to the required public entities, and published the same in the Sacramento Bee for three successive weeks as required by Education Code section 81363.5 and Government Code section 54222. Any interested public entity was required to notify the District within sixty (60) days of the final published notice. The notification period ended on December 12, 2025. Sacramento City Unified School District (SCUSD) expressed interest but the District and SCUSD did not come to an agreement. With no accepted offers from identified public entities, the Education Code now authorizes the District to proceed with the sale Attawa Avenue Parking Lot in a public competitive bid process.

STATUS:

The next step in the sale of surplus property process requires the Board to declare its intention to sell the Attawa Avenue Parking Lot at a public meeting pursuant to Education Code section 81365. This must be done by a resolution adopted by two-thirds (2/3) vote of the Trustees. The resolution must describe the property, specify the minimum sale price, terms and conditions, and the commission that will be paid to a licensed real estate broker. The resolution must identify a time and place for public bid opening, at which time sealed proposals to purchase the property will be received and considered. The resolution must be posted and published in accordance with Education Code section 81368.

Pursuant to Education Code section 81372, the governing board may delegate to an officer or employee of the District the authority to receive bids, open them, accept overbids and declare the

highest responsive bid. At a future public meeting, the Board will consider acceptance of the apparent high bid for the Attawa Avenue Parking Lot. At that time, the Board will have the option to accept a bid, reject any and all bids, and/or withdraw the property from sale.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the attached Resolution Number 2026-02 authorizing the sale of the Attawa Avenue Parking Lot and direct the Chancellor, or designee, to conduct a competitive bid process for the sale of the Attawa Avenue Parking Lot.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River ▪ Cosumnes River ▪ Folsom Lake ▪ Sacramento City Colleges

RESOLUTION

№ 2026-02

AUTHORIZATION, MINIMUM TERMS AND FUTURE MEETINGS FOR SALE OF SURPLUS PROPERTY

WHEREAS, the Los Rios Community College District is the owner of approximately 3.35 acres of real property located within the District, more particularly described as Attawa Avenue, Sacramento, CA 95822 (Attawa Avenue Parking Lot), south of Sutterville Road Bypass and between 23rd and 24th Streets. The Attawa Avenue Parking Lot was intended to be used as a parking lot and is identified as Sacramento County Assessor's Parcel Number 018-0026-056-0000; and

WHEREAS, since the acquisition of this property, operational changes make the Attawa Avenue Parking Lot no longer suitable for its intended purpose; and

WHEREAS, the District now desires to sell its interest in the Attawa Avenue Parking Lot; and

WHEREAS, prior to any sale, the Attawa Avenue Parking Lot must be declared surplus and offered to specified entities pursuant to Education Code section 81363.5 and Government Code section 54222; and

WHEREAS, once the appropriate offers have been made, and the required time periods described in Education Code section 81363.5 and Government Code section 54222 have passed, and no offers have been received and accepted by an entity described in said sections, the District may sell the Attawa Avenue Parking Lot pursuant to Education Code section 81360 and following; and

WHEREAS, on August 13, 2025, the Attawa Avenue Parking Lot was declared surplus, appropriate offers were made to the appropriate entities, and the requisite time periods described in Education Code section 81363.5 and Government Code section 54222 have passed, and no offers have been accepted on the Attawa Avenue Parking Lot. Now, therefore,

BE IT RESOLVED, the Los Rios Community College District Board of Trustees, hereby finds, determines, resolves, and declares its intention to sell the Attawa Avenue Parking Lot; and

BE IT FURTHER RESOLVED THAT the minimum acceptable terms of the sale are for a minimum sale price of two million and five hundred thousand dollars (\$2,500,000.00), or fair market value as determined by the Board, whichever is greater ("Minimum Purchase Price"), subject to the following minimum terms and conditions,

which shall be more fully set forth in the Instructions to Bidders, Bid Form, and the District's form of Purchase and Sale Agreement (collectively "Bid Documents"):

- A. The buyer may submit a bid to acquire fee title to the Attawa Avenue Parking Lot at or above the Minimum Purchase Price upon the terms of the Purchase and Sale Agreement which include a thirty-day due diligence period followed by no more than 10 days to close escrow and acquire fee title to the Attawa Avenue Parking Lot. If buyer requires financing, the Purchase and Sale Agreement shall include a sixty-day contingency followed by no more than 10 days to close escrow and acquire fee title to the Attawa Avenue Parking Lot. In addition to the Bid Security, within three (3) business days after the effective date of the Purchase and Sale Agreement, buyer must make an initial deposit of ten thousand dollars (\$10,000) which, along with the Bid Security, becomes nonrefundable upon completion of buyer's due diligence as specified in the Purchase and Sale Agreement). A further deposit of ten thousand (\$10,000) is due upon the contingency Date defined in the Purchase and Sale Agreement, which, along with the Bid Security and the First Deposit, becomes nonrefundable upon completion of buyer's due diligence as specified in the Purchase and Sale Agreement.
- B. The Attawa Avenue Parking Lot is being sold in an "As-Is" "Where-Is" condition; buyer shall satisfy themselves with the condition and nature of the Attawa Avenue Parking Lot and may not rely upon any representations from the District, its trustees, employees, agents, or volunteers.
- D. The buyer shall bear all costs associated with recording fees, City and County documentary and other transfer taxes, title insurance premiums, and other escrow costs. Other costs shall be paid as specified in the Purchase and Sale Agreement.
- E. The purchase is subject to the District's form of Purchase and Sale Agreement and any other terms that the District may approve prior to receipt of bids. Any such amendment or addition of terms shall be provided to all bidders via an addendum to the Bid Documents; and

BE IT FURTHER RESOLVED THAT, the District shall pay a commission at the rate of 5% to NEWMARK, License Number 00832933, as real estate brokers pursuant to the terms of a separate agreement and the District's broker shall be permitted to share its commission with the buyer's broker identified in such buyer's bid form. The District shall not pay any other real estate commission for the purchase or sale of the Attawa Avenue Parking Lot except as specifically authorized by contractual agreement with the District; and

BE IT FURTHER RESOLVED THAT the Board hereby delegates authority to the Chancellor or designee to issue the Bid Documents for this competitive bid process consistent with the terms and conditions set forth herein. The Chancellor or designee is further authorized to hold a public meeting at which sealed bids to purchase the Attawa Avenue Parking Lot shall be considered on April 8, 2026, at the Board Room at 1919 Spanos Court starting at 5:00 p.m. All bids must be submitted on the District provided forms. The Bid Documents may be obtained from General Services, at bids@losrios.edu or 1919 Spanos Court, Sacramento, CA 95825. Any bidder that requests changes to the

Purchase and Sale Agreement must do so in writing in accordance with the requirements of the Bid Documents. Any District approved changes to the form of Purchase and Sale Agreement shall be made available to all bidders in the form of an addendum in accordance with the process set forth in the Bid Documents. Unless otherwise agreed to by the District during the bid process, the bidders shall agree that the existing terms and conditions of the Purchase and Sale Agreement shall be binding on the successful bidder subject to non-substantive changes to conform the Purchase and Sale Agreement to the successful bid and execution by the District. After all bids have been opened, all persons who have submitted bids at or above the Minimum Purchase Price may submit written over bids in increments of at least \$10,000 as to the purchase price. The Overbid Process shall be set forth in detail in the Bid Documents; and

BE IT FURTHER RESOLVED THAT each bidder shall submit with its bid proposal a certified or cashier's check made payable to the Los Rios Community College District in the amount of Ten Thousand Dollars (\$10,000.00) as Bid Security for entering into the Purchase and Sale Agreement. The deposit of the successful bidder shall be retained by the District and applied towards the purchase price of the Attawa Avenue Parking Lot pursuant to the Purchase and Sale Agreement. After execution of the Purchase and Sale Agreement by a successful bidder, or thirty (30) days, whichever comes first, all other deposits will be returned. In the event a bidder to whom award is given fails or refuses to execute the Purchase and Sale Agreement within five (5) days after the District delivers the final form of the agreement to buyer for execution, the District may declare the bidder's bid security deposit forfeited, retain the bid security deposit, and the award withdrawn and may award the property to the next lowest bidder in its discretion, reject all bids, call for new bids, or remove the Attawa Avenue Parking Lot from sale in District's full discretion. Should the next lowest bidder or subsequent lowest bidders fail to execute the Purchase and Sale Agreement within five (5) days after the District delivers the final form of the agreement to buyer for execution, the District may declare that bidder's bid security deposit forfeited, retain that bid security deposit, and the award withdrawn and may award the property to the next lowest bidder in its discretion, reject all bids, call for new bids, or remove the Attawa Avenue Parking Lot from sale in District's sole discretion; and

BE IT FURTHER RESOLVED THAT the Board hereby sets its regular Board Meeting on April 8, 2026, which will be held at 5:30 p.m. at 1919 Spanos Court, Sacramento, CA 95825, as the time and place at which the Board will determine, in its discretion, whether to sell the Attawa Avenue Parking Lot to the highest responsible bidder or to reject all bids. The successful bidder shall be required to execute the Purchase and Sale Agreement as a prerequisite for final acceptance by the Board; and

BE IT FURTHER RESOLVED THAT the Board directs the Chancellor or designee to post and publish this resolution as required by Education Code section 81368.

PASSED AND ADOPTED as Los Rios Community College District Resolution № 2026-02 this fourteenth day of January, 2026 by the following called vote:

| | | |
|------|------|--------|
| AYES | NOES | ABSENT |
|------|------|--------|

Attest:

Deborah Ortiz, Board President

Brian King, Chancellor and Secretary to
the Board

Preliminary Report

File No.: FSSE-5062500443-SD

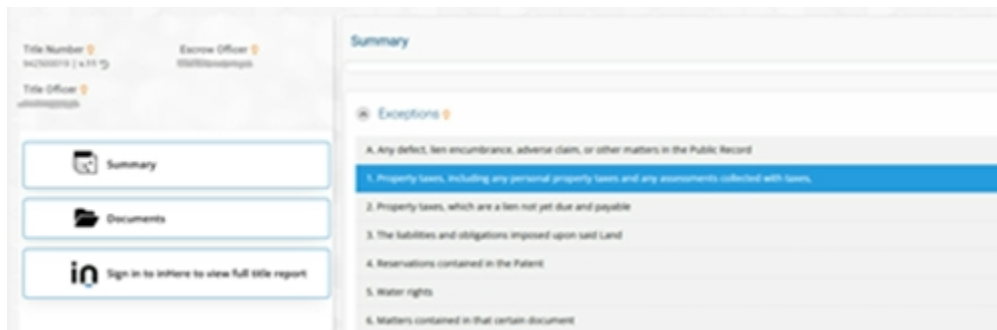
Escrow No.: FSSE-5062500443-SP

Property Address: Vacant Land, APN: 018-0, Sacramento, CA

Title Officer: Shannon Dalton

Escrow Officer: Sheri Pickard

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PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title 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 a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.*

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. 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/ALTA 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 Attachment One. 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 herein and the exceptions and exclusions set forth in Attachment One 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.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

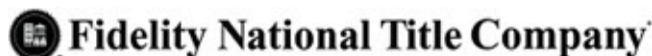
Marjorie Nemzura, Secretary

Countersigned By:

Bryan Shank
Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 2200 A. Douglas Blvd, #200, Roseville, CA 95661

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company of California
2200 A. Douglas Blvd, #200 • Roseville, CA 95661
(916)791-3682 • FAX

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PRELIMINARY REPORT

Title Officer: Shannon Dalton
Email: shannon.dalton@titlegroup.fntg.com
Title No.: FSSE-5062500443-SD

Escrow Officer: Sheri Pickard
Email: Sheri.Pickard@fnf.com
Escrow No.: FSSE-5062500443 -SP

TO: Newmark
980 9th St. Suite 2500
Sacramento, CA 95814
Attn: Rich Ellsworth
Your Ref No.:

PROPERTY ADDRESS(ES): Vacant Land, [APN: 018-0026-056-0000](#), Sacramento, CA

EFFECTIVE DATE: December 12, 2025 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Los Rios Community College District, a political subdivision of the State of California

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 018-0026-056-0000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain Parcel Map filed for record in the office of the County Recorder on November 6, 2001 in [Book 163 of Parcel Maps, at page 1](#), Sacramenro County Records.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Taxes and assessments which may be levied by the following Districts:

Sacramento Area Flood Control Agency (SAFCA) O & M Assessment #1;
Sacramento Area Flood Control Agency (SAFCA) Consolidated Capital Assessment #2;
Citywide L & L Assessment District

Assessments levied by said Districts are payable with and in like manner as the County Taxes of the County of Sacramento.
4. Any unpaid amounts now owing, for delinquent utilities, of record or not. Amounts can be ascertained by contacting the following:

County of Sacramento at (916) 875-5555, and/or including:
City of Sacramento at (916) 808-5454.
City of Folsom at (916) 355-7200.
City of Galt at (209) 366-7150.
City of Elk Grove at (916) 478-3642.
Atlas Disposal at (916) 288-2800.
City of Isleton at (916) 777-7770.
City of Citrus Heights at (916) 725-2448, and for waste charges - Allied Waste at (916) 725-9060, and as required, fax request to (916) 463-0297.
Sacramento Suburban Water District at (916) 972-7171.
5. Said land is located within the proposed boundaries of the Energy Independence Program in accordance with Section 5898.22 of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, as disclosed by a document recorded

District: SB 555 Contractual Assessment District
Recording Date: September 19, 2012
Recording No.: [Book 20120919 Page 0089](#) of Official Records
6. Said land is located within the proposed boundaries of the Energy Independence Program pursuant to Articles within Chapter 2.5 of Division 2 of Title 5 of the California Government Code, as disclosed by a document recorded

District: Community Facilities District No. 2012-01 (Clean Energy)
Recording Date: October 3, 2012
Recording No.: [Book 20121003 Page 0418](#) of Official Records
7. Water rights, claims or title to water, whether or not disclosed by the public records.

EXCEPTIONS

(continued)

8. Any irregularities, reservations, easements or other matters as contained in City of Sacramento Resolution No. 98-345, Resolution Adopting Findings of Fact and Approving The Abandonment of Streets And Alleys Bounded By Sutterville Bypass on the North, 24th Street on the East, 16th Avenue o the South and 23rd Street on the West within Council District, adopted June 30, 1998, recorded August 2, 2001, in [Book 20010802, Page 1613](#), Official Records.

Resolution No. 98-629 of the City of Sacramento granting extension of time recorded August 2, 2001, in [Book 20010802, Page 1614](#), Official Records.

Resolution No. 99-253 of the City of Sacramento granting extension of time recorded August 2, 2001, in [Book 20010802, Page 1615](#), Official Records.

Note: Nothing of recorded would indicate whether or not the conditions in Resolution No. 98-345, as extended, have been met.

Reference is hereby made to said documents for full particulars.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: City of Sacramento

Purpose: The right at any time, and from time to time, to construct, maintain, operate, replace, remove, reconstruct and renew any existing or future water, sewer, drainage, electrical, gas, communication or other public utility facilities in the above-described streets and alleys, including unrestricted access for these purposes.

Recording Date: August 2, 2001

Recording No.: [Book 20010802, page 1613](#), of Official Records

Affects: Reference is herby made to said document for exact locations and full particulars

10. Dedications, Statements, Notes and Legends as set forth on that certain Parcel Map filed for record in the office of the County Recorder on November 6, 2001 in [Book 163 of Parcel Maps, at page 1](#), Sacramenro County Records.

Reference is herby made to said map for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the [map of said tract/plat](#);

Purpose: Public utility purposes; Planting and maintaining trees

Affects: Portions as delineated upon said map

Purpose: Public road purposes

Affects: Portions as delineated upon said map

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
13. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

EXCEPTIONS

(continued)

14. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
15. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies):

Los Rios Community College District, a political subdivision of the State of California

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

16. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
17. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency:

Los Rios Community College District, a political subdivision of the State of California

18. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 3.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 4.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 018-0026-056-0000

| | |
|--------------------|-------------|
| Fiscal Year: | 2025-2026 |
| 1st Installment: | \$66.17 |
| 2nd Installment: | \$66.17 |
| Exemption: | \$0.00 |
| Land: | \$0.00 |
| Improvements: | \$0.00 |
| Personal Property: | \$0.00 |
| Code Area: | 003-007 |
| Bill No.: | 20250046978 |

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

| | |
|---------------|---|
| Assessment: | Sacramento Area Flood Control Agency (SAFCA) Consolidated Capital |
| Assessment #2 | |
| Amount: | \$132.34 |

- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 7.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

NOTES
(continued)

- Note 8.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 9.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 10.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

Note 11. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abuts the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 5,000.00 |

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|--|--|
| Covered Risk 16: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 5,000.00 |

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
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 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

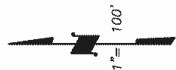
The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

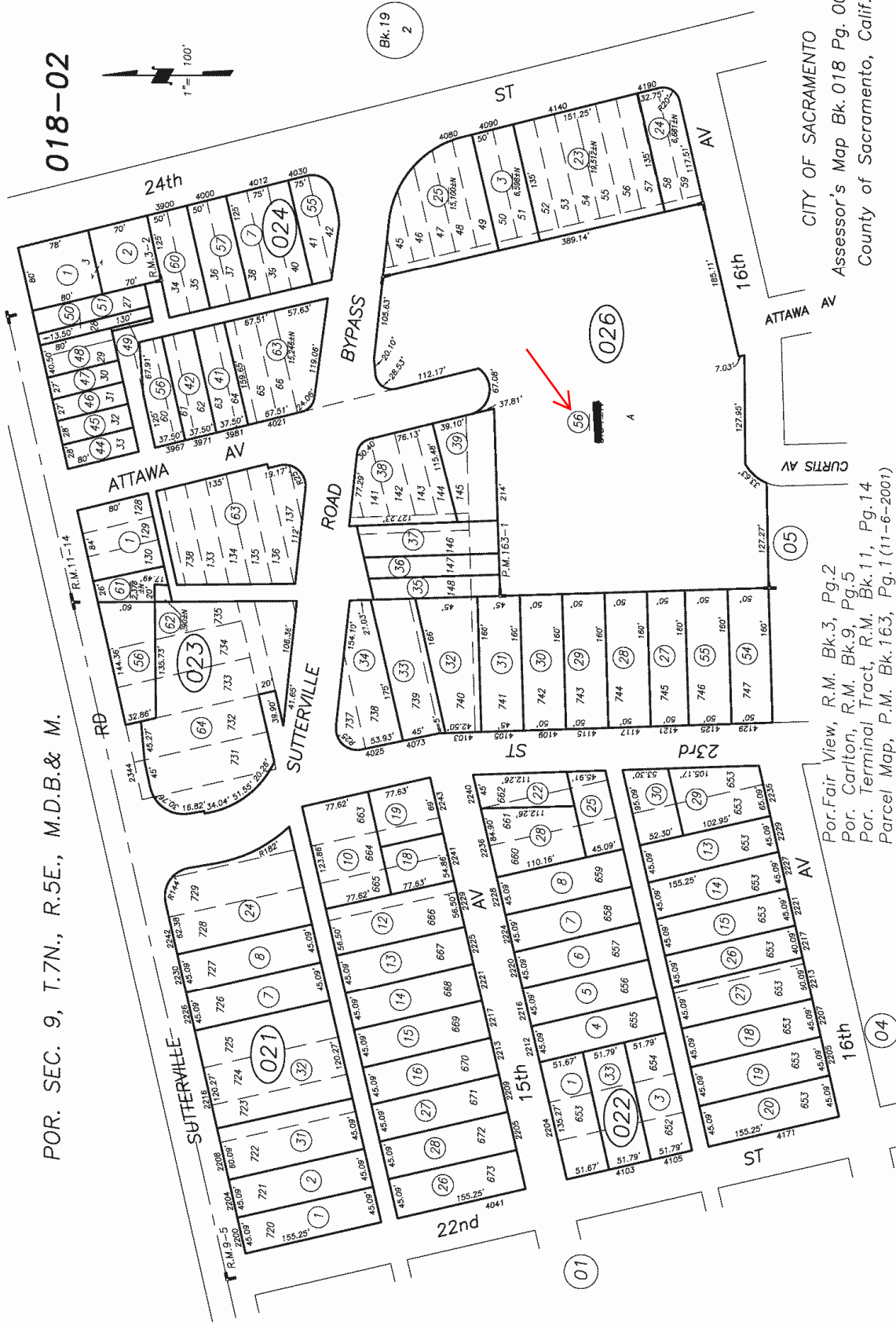
A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

018-02



POR. SEC. 9, T.7N., R.5E., M.D.B.& M.



CITY OF SACRAMENTO
Assessor's Map Bk. 018 Pg. 002
County of Sacramento, Calif.

Por. Fair View, R.M. Bk. 3, Pg. 2
Por. Carlton, R.M. Bk. 9, Pg. 5
Por. Terminal Tract, R.M. Bk. 11, Pg. 14
Parcel Map, P.M. Bk. 163, Pg. 1 (11-6-2001)

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



WESTERN
VALUATION SOLUTIONS

RESTRICTED APPRAISAL REPORT

Surplus Property

Attawa Avenue
Sacramento, California 95822

APN: 018-0026-056

Date of Value

March 8, 2025

Date of Report

April 18, 2025



Jared Calabrese, MAI, CCIM, AI-GRS

📞 916-397-6981

📍 5716 Folsom Boulevard, S 148, Sacramento, California 95819

🌐 www.westernval.com

RESTRICTED APPRAISAL REPORT

The following is a restricted appraisal report developing an opinion of the market value of the fee simple interest of the subject property. The document meets the requirements of a restricted appraisal report in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation. This document is being provided at the request of the client; use of this report is limited to the client who is the only intended user. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without the additional information that has been retained in the appraiser's work file.

SCOPE OF WORK

The valuation of the subject parcel involved an investigation and analysis of the neighborhood, as well as the region, for social, economic, governmental, and environmental forces and trends that affect or could influence property values. Research was conducted on potentially comparable sales in the subject's competitive market area within a reasonable timeframe around the date of value. The property was inspected on March 8, 2025, by Andrew Park, MAI. The inspection sets effective date of value.

EXTRAORDINARY ASSUMPTIONS/HYPOTHETICAL CONDITIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment but is used for the purpose of analysis.

EXTRAORDINARY ASSUMPTIONS

1. A preliminary title report was not provided for review. This report assumes that there are no encumbrances or exceptions of title that negatively impact the utility or marketability of the subject, or its ability to be put to its highest and best use.

HYPOTHETICAL CONDITIONS

None

APPRAISAL DETAILS

| | |
|--|--|
| Client/Intended User | Mr. Mario Rodriguez CFO Los Rios Community College District |
| Intended Use | The intended use of the appraisal is for internal decision-making purposes regarding the potential disposition of the asset. |
| Purpose of the Report (Type of Value) | To provide an opinion of the market value of the fee simple interest of the subject property. |
| Property Rights Appraised | Fee simple |
| Highest and Best Use | Multifamily Development |

DEFINITIONS USED IN THE REPORT

Market Value

Source: Office of the Comptroller of the Currency. CFR Title 12, Part 34, Subpart C, § 34.42 Definitions

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

| | |
|-------------------------------|----------------|
| Date of this Valuation | March 8, 2025 |
| Date of Report | April 18, 2025 |

PROPERTY DESCRIPTION

The subject property is comprised of one assessor's parcel consisting of 145,926 square feet (3.35 acres) and improved with a parking lot in average condition, located in Sacramento, California. The parking lot, although not used, reflects typical market standards with striped spaces and medians improved with landscaping and trees. There is only one entrance through an electric metal gate via Attawa Avenue off Sutterville Road Bypass. The entire site is fenced with about half the fencing metal and half cinderblock. The subject is used by Sacramento City College which is about a quarter mile north and slightly west. The highest and best use is for the demolition of the parking lot and development into multifamily housing to the highest density allowed. It is noted the subject is under the City of Sacramento zoning ordinance. The location borders the southwest of the Land Park Neighborhood. Sutterville Road is the main thoroughfare connecting I-5 about three miles west, Highway 50 about two miles north, and Highway 99 about one mile east. The Light Rail stop, City College Station, is less than a half mile north. The subject is in a predominately single-family residence neighborhood along with industrial uses and is roughly four miles south of Downtown Sacramento. There is limited multifamily development and considering the subject's proximity to the city college, commuter transit options, and downtown employment opportunities, it provides a good location for multi-family development including student housing. Vehicular access is Attawa Avenue via Sutterville Road Bypass.

BASIC PROPERTY DATA

| | |
|--------------------------|---|
| Owner of Record | Per public record, the property is owned by Los Rios Junior College District. |
| APNs | 018-0026-056-0000 |
| Size | 3.35 acres; 145,926 square feet |
| Property Address | No site address Sacramento, California 95822 The parcel is located on Attawa Avenue south of Sutterville Road Bypass and between 23 rd and 24 th Streets. |
| Sales History | Per public records and discussions with the owner there have been no transfers of ownership for the subject property in the past three years. We are also not aware of any listings or contracts. |
| Applicable Zoning | C-4-R, Residential Mixed Use, City of Sacramento. This zoning permits a minimum of 20 residential units per acre and a maximum of 60 units per acre. |

Minimum Floor Area Ratio (FAR) is 0.4 and maximum is 4.0. Considering the need for additional housing (over 45,000 units required between 2021 and 2029), achieving well above the maximum of 60 units per acre is reasonable. The California State Density Bonus Law (Government Code Section 65915) allows developers to exceed density limits if they provide a certain percentage of affordable house or pay an “in lieu” fee. Furthermore, any typical investor would apply for the maximum amount of units allowable to maximize profits. Hence the applicable zoning for the subject is C-4-R, which allows up to 60 dwelling units per acre before any density bonus.

General Plan Land Use

C-4-R. Residential Mixed Use. Minimum Residential Density Dwelling Units is 20 per acre with a maximum of 60 units per acre. Minimum Floor Area Ratio (FAR) 0.4 and the maximum is 4.0.

Highest & Best Use

Multifamily Development.

VALUATION

Information considered relevant to the appraisal assignment has been described in the report, and data pertaining to value has been analyzed using one of the three traditional approaches to value, consisting of the Sales Comparison Approach. Parking lots rarely transfer based on income potential and as there are no building improvements on site the Cost Approach is not relevant. The Income Approach and the Cost Approach were therefore excluded. The reliability of this appraisal report is not considered to be affected by the exclusion of the Cost or Income Approaches. The properties are appraised under the current market value as they exist on the date of value.

SALE COMPARISON APPROACH TO VALUE

In the Sales Comparison Approach to value, the subject property should be compared to other similar properties that recently sold in the market area. The sales all reflect land within Sacramento County.

The sale properties were compared based on price per square foot of land, consistent with the market, as the subject's zoning (C-4-R) would allow for the development of apartments, townhomes, senior living, student housing, and a variety of other high-density residential uses. Residential land sales for multifamily development do not occur often, especially within the subject's immediate area. Given this, we expanded our search to include older sales and as well one that was designated for all affordable units. The sale dates range from June 2022 to

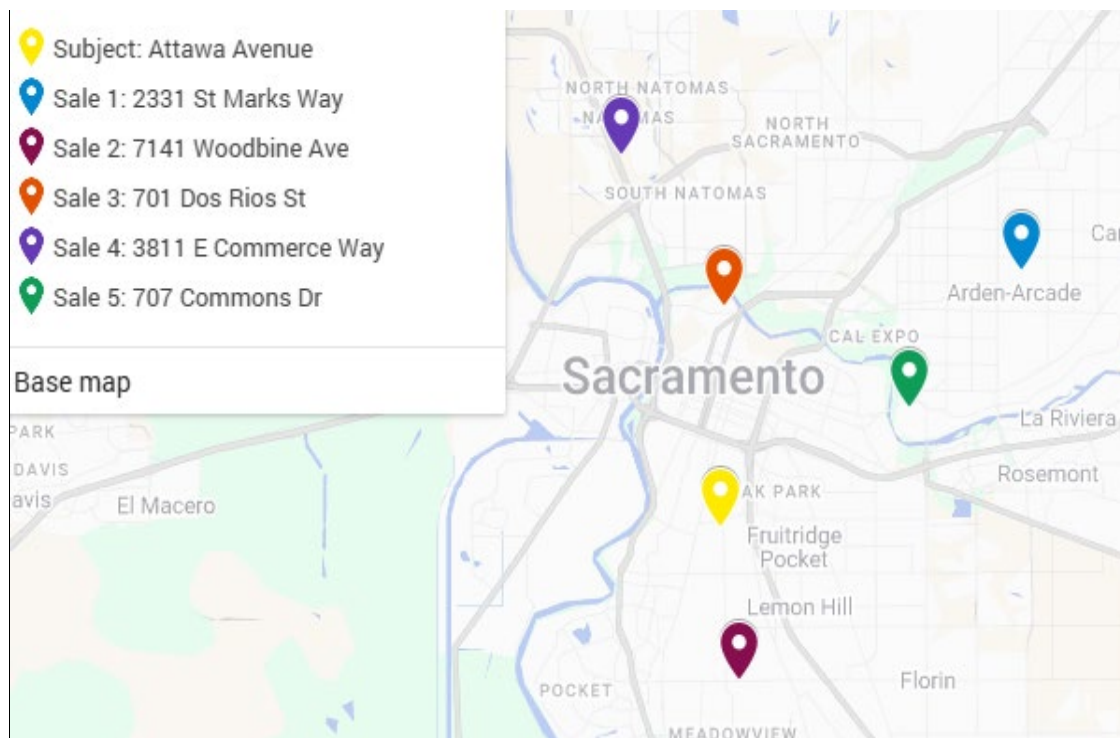
September 2024 along with one current listing. The sale prices range from \$15 per square foot of land to \$33 per square foot of land. Given the surveyed time period, no adjustments for market conditions are estimated. Any demolition costs are considered negligible.

The comparables are presented in the following table.

LAND SALES COMPARABLE TABLE

| Land Sale # | Location APN No. (s) | Seller Buyer | Sale Date Doc # | Size AC Size SF | Zoning | Sale Price Price / SF |
|----------------|---|---|--------------------|--------------------|---------------|--------------------------|
| LS-1 | 2331 Saint Marks Way Sacramento, California APN: 281-0121-014 | Listing | NAP | 4.54 197,762 | RD-5 | \$3,900,000 \$20 |
| LS-2 | 7141 Woodbine Avenue Sacramento, California APN: 041-0075-006 & 007 | 7141 Woodbine Avenue LP Pi Housing Solutions Inc | 9/24 09040865 | 1.52 62,211 | C-2 | \$1,425,000 \$22 |
| LS-3 | 701 Dos Rios Street Sacramento, California APN: 001-0081-013 | Legacy Riverviews LLC Dos Rios Vine LLC | 6/23 06140636 | 4.17 181,645 | C-4-SPD | \$3,701,000 \$20 |
| LS-4 | 3811 E. Commerce Way Sacramento, California APN: 225-2300-028 | Alleghany Properties LLC Natomas Iii Apartments LLC | 10/22 10270605 | 7.01 305,355 | EC-50- PUD | \$4,711,000 \$15 |
| LS-5 | 707 Commons Drive Sacramento, California APNs: 295-0402-014 & -015 | 707 Commons Sacramento LLC Reyen & Bardis Homes | 6/22 06081093 | 1.43 62,291 | OB-PUD | \$2,073,500 \$33 |
| SUBJECT | Attawa Avenue Sacramento, CA APN: 018-0026-056 | Appraisal | --- | 3.35 145,926 | C-4-R | \$2,626,668 \$18 |

LAND SALES COMPARABLE MAP



The comparables are arrayed in the following table.

| Sale No. | Sale Price / SF | Size (SF) |
|---|-----------------|-----------|
| LS-5 | \$33 | 62,291 |
| LS-2 | \$22 | 62,211 |
| LS-3 | \$20 | 181,645 |
| LS-1 | \$20 | 197,762 |
| Subject Value Conclusion range from \$15 to \$20 | | |
| LS-4 | \$15 | 305,355 |

Sale One is in an equal location and is marketed for a private school or a residential development as it is improved with eight buildings totaling 28,000 square feet. It has inferior zoning for future development but is a current listing requiring downward adjustment. **Sale Two** is in an inferior location, South Sacramento, and the site recently sold in September of 2024 for a large development of all affordable housing. This sale was slated for 108 dwelling units of which 100 will be studios and 8 will be one-bedrooms. Overall, downward adjustment is required for the size. **Sale Three** sold in June 2023 and was marketed as a 200+ multifamily development. Since the purchase, a project was proposed for 180 rental townhomes in three-story buildings. This is somewhat close in size and development potential and considered close to, but slightly higher than, the subject's value. **Sale Four** occurred in October of 2022 and was part of a larger project with a planned 270 units in seven buildings. Overall, upward adjustments are needed due to size and location. **Sale Five** is about seven miles northeast and close to CSUS, a superior location.

This was the June 2022 sale in which the property had an existing office building and permits have been filed for 25 townhome-style apartments consisting of triplexes or quadplexes. The sale requires strong downward adjustment due to the location and size, so a lower price per square foot for the subject is estimated.

The sales provide a relatively tight range on a price per square foot of land. The sales presented an average of \$22 per square foot and a median of \$20 per square foot. Given the analysis above, a value to \$18 per square foot is reasonable and confirmed by brokers familiar with the site.

Therefore, the market value of the fee simple interest of the subject property, as of March 8, 2025, subject to the extraordinary and general assumptions and the conditions included in this report, is estimated at \$18 per square foot of land, equaling \$2,626,668 ($\$18/\text{SF} \times 145,926 \text{ SF} = \$2,626,668$), and *rounded* below.

\$2,625,000

APPENDIX

APPRAISER'S CERTIFICATION



APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not performed services, as an appraiser, or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Practice* (USPAP).
9. I did not make personal inspection of the property that is the subject of this report.
10. No one beyond the undersigned provided assistance in the preparation of this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Jared M. Calabrese, MAI, CCIM, AI-GRS
Certified General Real Estate Appraiser
California Certificate No. AG042740



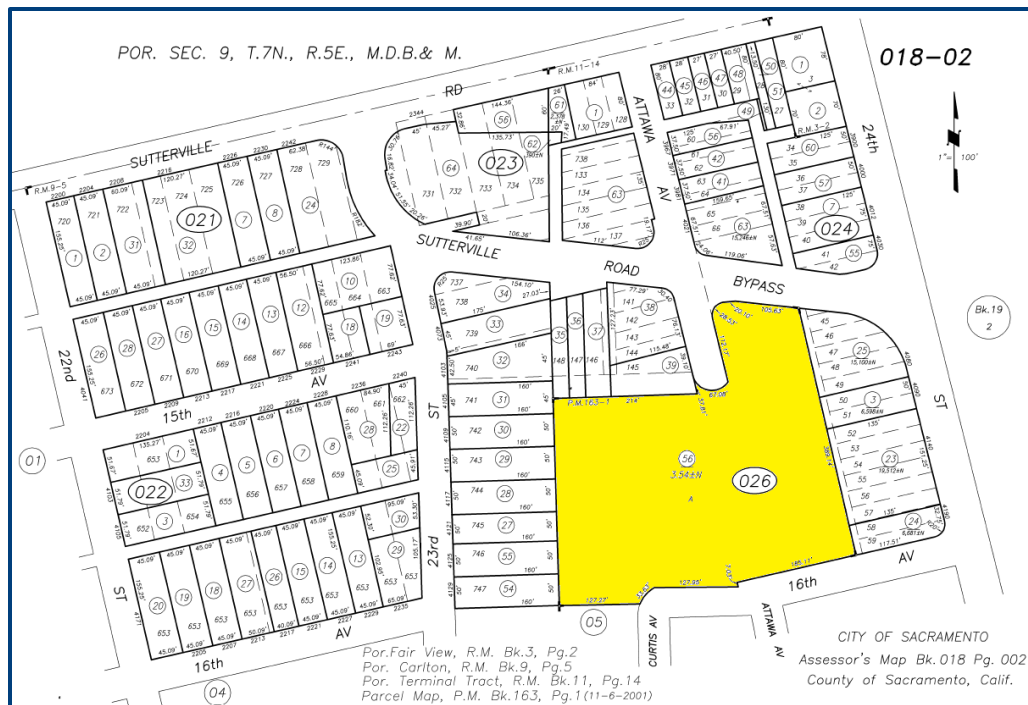
I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have not performed services, as an appraiser, or in any other capacity, regarding the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Practice* (USPAP).
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13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Andrew J. Park, MAI
Certified General Real Estate Appraiser
California Certificate No. 3007420

SUBJECT PHOTOGRAPHS

SUBJECT PROPERTY PHOTOGRAPHS



Plat map with the subject highlighted in yellow.



Entrance.



SUBJECT PROPERTY PHOTOGRAPHS – LARGER PARCEL 2



Parking Site.



Parking Site.

PROPERTY INFORMATION SHEET

(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Los Rios Community College District ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) APN: 018-0026-056-0000 located in the County of Sacramento, and generally described as (describe briefly the nature of the Premises or Property) ±3.37 acres of residential land (hereinafter "**Property**"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): _____.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): _____.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): _____.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): _____.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☐ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☐ electricity, ☐ natural gas, ☐ domestic water, ☐ telephone, and ☐ other: _____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): _____.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): _____.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): _____.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): _____.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): _____.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): _____.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): _____.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): _____.
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write

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"NONE"): _____.

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): _____.

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): _____.

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): _____.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', i.e. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency.** The Property ☐ has ☐ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): _____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed. Signatures to this Statement accomplished by means of electronic signature or similar technology shall be legal and binding.

Date: _____
(fill in date of execution)

OWNER
Los Rios Community College District

By: _____
Name Printed: _____
Title: _____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____. (Fill in date received)

BUYER/LESSEE

By: _____
Name Printed: _____
Title: _____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(DO NOT USE IN SALE OF RESIDENTIAL PROPERTIES WITH 1-4 UNITS)

This Seller's Mandatory Disclosure Statement ("Disclosure") is made pursuant to the requirements of and shall be a part of the ☐ STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) thereof) or ☐ (the "Purchase Agreement") dated for reference purposes as of _____, regarding that certain real property commonly known as (street address, city, state, zip): APN: 018-0026-056-0000 ("Property") wherein Los Rios Community College District is the Seller and _____ is the Buyer. Note: This Disclosure does not replace the Property Information Sheet published by AIR CRE ("AIR") and, unless not required by the Purchase Agreement, Seller should also provide Buyer the Property Information Sheet.

1. **NATURAL HAZARDS DISCLOSURES.** To make the disclosures required by California Government Code Section 8589.3 (a special flood hazard area), California Government Code Section 8589.4 (dam failure inundation area), California Government Code Sections 51178 or 51179, and 51182 (very high fire hazard severity zone), California Public Resources Code Sections 4125, 4142 and 4291 (wildlands fire area), California Public Resources Code Section 2622 (earthquake fault zone), and California Public Resources Code Section 2696 (seismic hazard zone) ("Natural Hazards Disclosures"), Seller provides Buyer a natural hazards report ("Natural Hazards Report") prepared by:

☐ myNHD Inc., 800-814-2922, <https://www.myNHD.com>, or ☐ _____, and the Natural Hazards Report is attached.

2. **EARTHQUAKE SAFETY.** If the improvements on the Property were constructed prior to 1975 and include structures with either (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (ii) unreinforced masonry walls, then California Business & Professions Code §10147; Government Code §§8875.6, 8875.9, 8893.2, and 8893.3; and California Civil Code §2079.9 require Seller to provide Buyer a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission, available through the following link: https://ssc.ca.gov/forms_pubs/cog. ☐ Seller is not required to provide the Booklet to Buyer. ☐ Seller is required to provide the Booklet to Buyer, which Booklet Seller is hereby providing to Buyer.

3. **FLOOD DISASTER INSURANCE.** If Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e., 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to obtain and maintain such insurance on the Property and that if such insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of Seller's knowledge, Federal flood disaster assistance ☐ has or ☐ has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

4. **WATER HEATER BRACING.** The Property ☐ does or ☐ does not contain one or more water heaters of 120 gallons or less. If the Property does contain one or more water heaters of 120 gallons or less, then as required by California Health and Safety Code §19211, Seller hereby certifies to Buyer that all such water heaters ☐ have or ☐ have not been braced, strapped and/or anchored in accordance with law.

5. **TITLE INSURANCE.** If the Purchase Agreement does not provide that Buyer will be provided with title insurance, Buyer is strongly urged to consider purchasing title insurance. In accordance with California Civil Code §1057.6, Buyer is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

6. **METHAMPHETAMINE LABORATORY ACTIVITY.** As required by California Health and Safety Code §25400.28, Seller notifies Buyer that a government order identifying the Property as contaminated by methamphetamine laboratory activity ☐ has been received by Seller (copy of such order is attached), or ☐ has not been received by Seller.

7. **HAZARDOUS SUBSTANCES.** If the Property is non-residential property, then as required by California Health and Safety Code §78700 Seller notifies Buyer that: ☐ Seller neither knows nor has reasonable cause to believe that any release of hazardous substance (as such terms are defined by California Health and Safety Code §§25320 and 25316) has come to be located on or beneath the Property, or ☐ Seller knows or has reasonable cause to believe that a release of hazardous substance has come to be located on or beneath the Property.

8. **WATER CONSERVING PLUMBING FIXTURES.** For multi-family residential (containing more than one unit) and commercial properties built before January 1, 1994: California Civil Code §1101.5 requires all noncompliant plumbing fixtures to be replaced before January 1, 2019 with water-conserving plumbing fixtures. As required by California Civil Code §1101.5(e), Seller discloses that the Property ☐ was built after January 1, 1994 and is exempt from this statute; ☐ does include noncompliant plumbing fixtures; or ☐ does not include any noncompliant plumbing fixtures.

9. **DEATH ON THE PROPERTY.** As required by California Civil Code §1710.2, Seller ☐ does or ☐ does not know of the death on the Property of an occupant of the Property in the three years before the date of Buyer's offer to purchase the Property per the Purchase Agreement.

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10. OTHER. _____

Seller believes the information provided in this Disclosure by Seller is true and correct to the best knowledge of Seller as of the date of this Disclosure, but Seller states that Seller has exercised good faith in the selection of a Natural Hazards Expert, Seller has not independently verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report, and makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. Buyer agrees the Natural Hazards Report satisfies Seller's legal duty to make the Natural Hazards Disclosures, the provider of the Natural Hazards Report shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the Natural Hazards Disclosures, and California Civil Code §1103.4 which deals with a seller's non-liability for errors and/or omissions not within such seller's personal knowledge shall be deemed to apply to Seller.

The hazards referenced in this Disclosure may limit the ability of the owner of the Property to develop the Property, to obtain insurance, or to receive assistance after a disaster. The maps on which the Natural Hazards Report are based estimate where natural hazards exist and are not definitive indicators of whether or not a property will be affected by a natural disaster. Buyer is advised to obtain professional advice regarding those hazards and other hazards that may affect the Property.

Applicable laws and the areas covered by the various natural hazard zones, etc. may change. Seller shall not be required to notify Buyer if the information provided in the Natural Hazards Report becomes inaccurate as a result of any governmental action, map revision, changed information, or other act or occurrence, unless Seller has actual knowledge that the information has become inaccurate. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, Buyer is advised to verify with appropriate local governmental agencies, such as the city and/or county in which the Property is located, to determine if they have established natural hazard zones in addition to those listed above. Signatures to this Disclosure accomplished by means of electronic signature or similar technology shall be legal and binding. This Disclosure may be executed in counterparts.

The statements herein are not intended to be full or complete disclosure of all possible impacts on Buyer and/or the Property. If a matter is disclosed regarding the Property, Buyer is advised to:

1. Review the entirety of all laws applicable to such disclosed matter.
2. Seek advice of counsel as to the legal consequence of any disclosed matters.
3. Retain appropriate consultants to review and investigate the impact of all such disclosed matters.

Neither AIR CRE nor any of the brokers make any representation, warranty or recommendation regarding the legal sufficiency, legal effect or any other consequences of this Disclosure.

Date: _____

SELLER

Los Rios Community College District

By: _____

Name Printed: _____

Title: _____

Buyer acknowledges receipt of this Disclosure together with the Natural Hazards Report, the Booklet and any other documents referenced herein (as applicable) as being provided to Buyer, and agrees to the above terms and conditions.

Date: _____

BUYER

By: _____

Name Printed: _____

Title: _____

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