



DocuSigned by:

Robert P Atlas

682571CD5F2D435...

DocuSigned by:

Julie A Atlas

4C9909687FAC48F...

Chicago Title - Contra Costa  
8630 Brentwood Blvd., Suite A-2

# Title Report

eXp Realty of California, Inc.  
2603 Camino Ramon, Suite #200  
San Ramon, CA 94583  
Attn: Kevin Vierra

Escrow Officer: Toni Adams and Sammi Payne  
Email: Toni.Sammi@ctt.com  
File No.: FCLA-3902400182RD  
Escrow No.: FCLA-3902400182 -TS

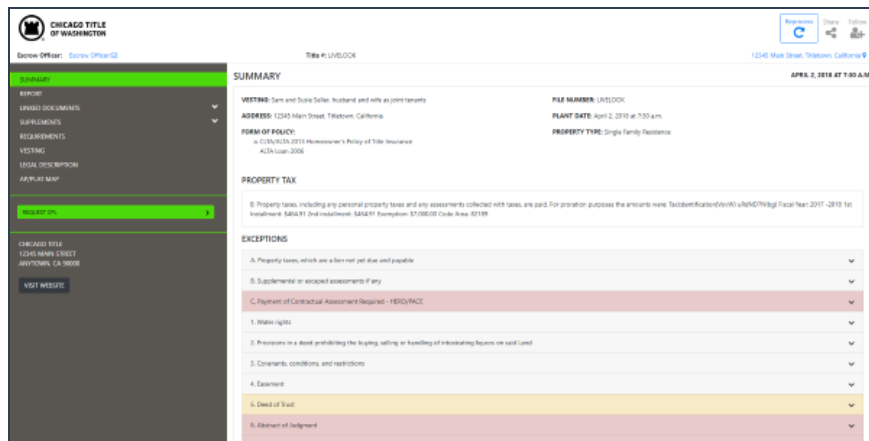
Property Address: 1792 Corte Vista Street, Brentwood, CA

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**PRELIMINARY REPORT**

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

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in 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 and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.*

**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.**

**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent



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**ISSUING OFFICE:** 1200 Concord Ave., Suite 400, Concord, CA 94520

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
8630 Brentwood Blvd., Suite A-2 • Brentwood, CA 94513  
(925)392-9200 • FAX (925)240-1348

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Where Local Experience And Expertise Make A Difference**

**PRELIMINARY REPORT**

Title Officer: Rob Delgado  
Email: [Rob.Delgado@titlegroup.fntg.com](mailto:Rob.Delgado@titlegroup.fntg.com)  
Title No.: FCLA-3902400182RD

Escrow Officer: Toni Adams and Sammi Payne  
Email: [Toni.Sammi@ctt.com](mailto:Toni.Sammi@ctt.com)  
Escrow No.: FCLA-3902400182 -TS

TO: eXp Realty of California, Inc.  
2603 Camino Ramon, Suite #200  
San Ramon, CA 94583  
Attn: Kevin Vierra

**PROPERTY ADDRESS(ES):** 1792 Corte Vista Street, Brentwood, CA

**EFFECTIVE DATE: February 26, 2024 at 07:30 AM**

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

ALTA Owner's Policy 2006  
ALTA Loan Policy 2006

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:  
**Robert P. Atlas and Julie A. Atlas, Trustees of the 2023 Atlas Family Trust**
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): 019-390-034-7**

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

LOT 34, AS SHOWN ON SUBDIVISION 8170, FILED MAY 3, 1999, IN [MAP BOOK 409 AT PAGE 36, OFFICIAL RECORDS.](#)

EXCEPTING THEREFROM:

1) MINERAL RIGHTS RESERVED IN THE DEED TO ROBERT E. PALLADINO, ET AL, RECORDED MARCH 15, 1966, IN BOOK 5077 OFFICIAL RECORDS, PAGES 389, AS FOLLOWS:

AN UNDIVIDED ONE-HALF 1/2 OF ALL OILS, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET 500 BELOW THE SURFACE THEREOF; BUT WITHOUT ANY RIGHTS WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LANDS WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF.

THE RIGHTS TO SURFACE AND BELOW THE SURFACE TO A DEPTH OF 500 FEET VERTICAL DISTANCE FROM THE SURFACE THEREOF WAS RELINQUISHED BY QUITCLAIM DEED RECORDED FEBRUARY 13, 1998, SERIES NO. 98-30173.

2) ALL MINERALS AND REMAINING INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS NOW OR HEREAFTER FOUND, SITUATED, OR LOCATED IN ALL OR ANY PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR UPON ANY PORTION THEREOF WITHIN FIVE HUNDRED FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE GRANT DEED TO RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., A COLORADO CORPORATION, RECORDED JANUARY 29, 1999, SERIES NO. 99-25987.

3) ALL INTEREST IN OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION FOR OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN FIVE HUNDRED 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER OR TO USE THE PROPERTY IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF, OR TO ADVERSELY AFFECT IN ANY WAY, EITHER THE SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN FIVE HUNDRED 500 FEET OF THE SURFACE, AS RESERVED IN THE GRANT DEED TO RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., A COLORADO CORPORATION, RECORDED JANUARY 29, 1999, SERIES NO. 99-25987.

**EXHIBIT "A"**  
Legal Description  
(continued)

4) THE FOLLOWING, AS SET FORTH ON THE FILED MAP:

"THE UNDERSIGNED HEREBY RELINQUISHES TO THE CITY OF BRENTWOOD ALL INTEREST IN SUBSURFACE MINERAL RIGHTS AND WATER RIGHTS BELOW 300 FEET THAT THEY MAY HAVE.

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

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- 2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 10001  
Tax ID No.: [019-390-034-7](#)  
 Fiscal Year: 2023-2024  
 1st Installment: \$3,958.50, Paid  
 2nd Installment: \$3,958.50, Open  
 Exemption: \$7,000.00  
 Land: \$278,771.00  
 Improvements: \$296,999.00  
 Personal Property: \$0.00

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.

- 3. An assessment by the improvement district shown below:

Assessment/Bond No.: not shown  
 Series: Ad #98-2  
 District: Brentwood  
 For: Brentwood #98-2  
 Bond Issued: 7/1/1998  
 Original Amount: \$0.00

Said assessment is collected with the county/city property taxes.

- 4. 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.

**EXCEPTIONS**  
(continued)

5. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

6. 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 utilities  
Affects:                 The Easterly 1.524 meters of the premises

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:     July 2, 1999  
[Recording No:](#)     [1999-0176481-00, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount:               \$434,900.00  
Dated:                 April 25, 2020  
Trustor/Grantor:     Robert P. Atlas, an unmarried man  
Trustee:               Orange Coast Title Company  
Beneficiary:         Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for  
Owning Corporation  
Loan No.:             5104252458  
Recording Date:     May 5, 2020  
[Recording No.:](#)     [2020-0084271-00, of Official Records](#)

**EXCEPTIONS**  
(continued)

9. A financing statement as follows:

Debtor: Robert Atlas  
Secured Party: Technology Credit Union  
Recording Date: March 17, 2021  
Recording No: [2021-0080044, of Official Records](#)

10. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

**END OF EXCEPTIONS**



**NOTES**

- Note 1.** 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 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: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 1792 Corte Vista Street, Brentwood, California, to an Extended Coverage Loan Policy.
- Note 5.** Note: The only conveyances(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:
- |                       |   |
|-----------------------|---|
| Grantor:              | Robert P. Atlas, Trustee of the 2020 Robert P. Atlas Trust                  |
| Grantee:              | Robert P. Atlas and Julie A. Atlas, Trustees of the 2023 Atlas Family Trust |
| Recording Date:       | April 12, 2023  |
| <u>Recording No.:</u> | <u><a href="#">2023-0034250, of Official Records</a></u>                    |
- Note 6.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 7.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed 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.** 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 requirements cannot be met, please call the company at the number provided in this report.

**NOTES**  
(continued)

- Note 9.** 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. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
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 December 1, 2023

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); 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 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.

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 (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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](mailto: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 Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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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.

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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 Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto: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 abut 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 of California  
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 Company  
FNTIC - Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC - Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

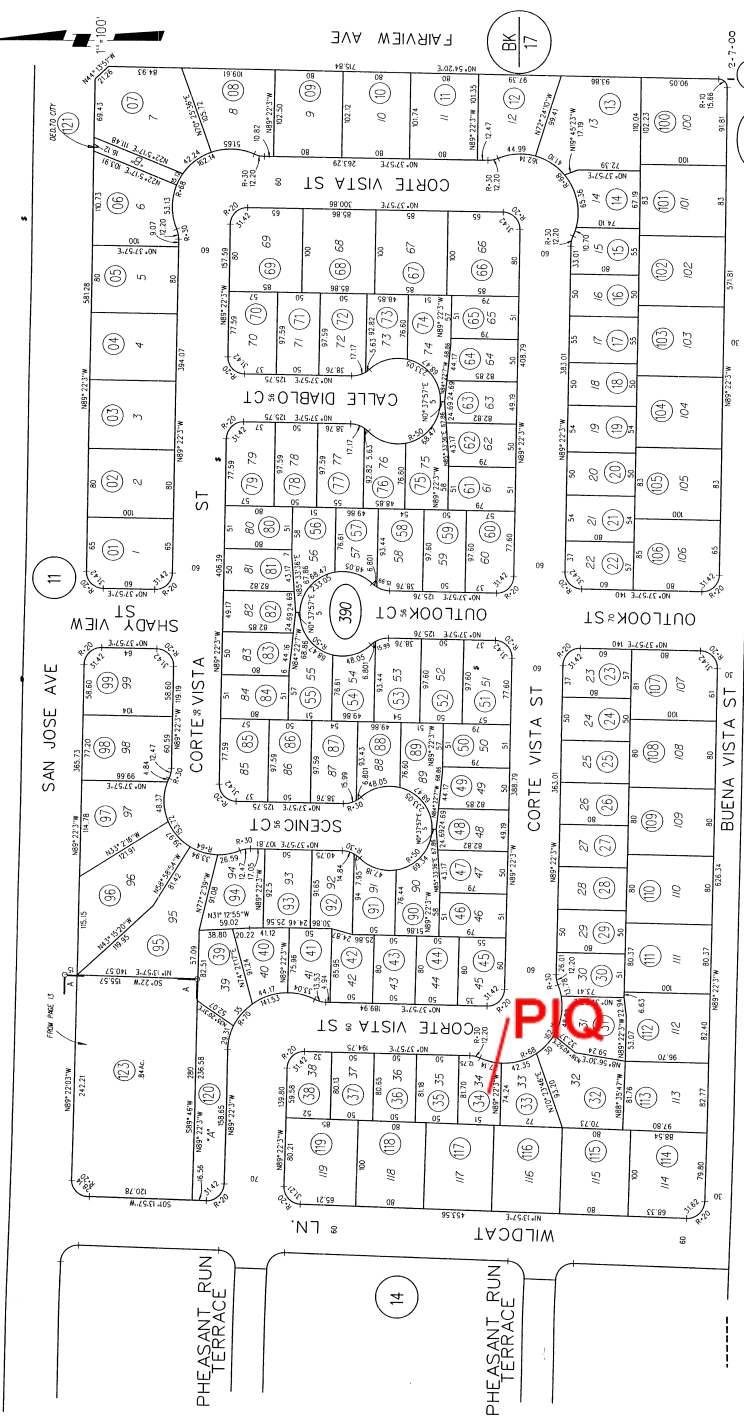
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

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.

L-24

A BRENTWOOD IRRIGATED FARMS SUB. NO. 6 (M.B. 17-373)  
2000-ROLL- TRACT 8170 (M.B. 409-96 (D.B.L.O. 0654)



NOTE: THIS MAP WAS PREPARED FOR ASSUMED PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

13

390

123

FM 05-13 09-16-99  
ASSESSOR'S MAP  
BOOK 19 PAGE 39  
CONTRA COSTA COUNTY, CALIF.





Electronically Recorded  
CONTRA COSTA Co Recorder Office  
KRISTIN B. CONNELLY, Clerk-Recorder  
**DOC - 2023-0034250**  
Wednesday, Apr 12, 2023 14:54:00



**RECORDING REQUESTED BY**  
Michael J. Amthor

**AND WHEN RECORDED MAIL TO**  
Michael J. Amthor  
East County Family Law Group  
1181 Central Blvd., Suite A  
Brentwood, California 94513

Total Paid: \$20.00  
10 - SimpliFile

Receipt #: 202300030568  
189 / LAPC / 1-3

APN: 019-390-034-7

Space above line for Recorder's Use  
NO TAX DUE.

**TRUST TRANSFER DEED**

The undersigned Grantor declares under the penalty of perjury that the following is true and correct:

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. A transfer into a revocable trust. Rev. & Tax Code Section 11930.

\_\_\_\_\_ Unincorporated area      X   City of Brentwood


This transfer is exempt from the fee imposed by Gov. Code. §27388.1 because the property is a residential dwelling transferred to an owner-occupier.

This is a transfer into a revocable trust excludable from reassessment under Rev. & Tax Code Section 62(d).

FOR NO CONSIDERATION, **GRANTOR** Robert P. Atlas, Trustee of the 2020 Robert P. Atlas Trust hereby **GRANTS TO** Robert P. Atlas and Julie A. Atlas, Trustees of the 2023 Atlas Family Trust, that real property in the City of Brentwood, County of Contra Costa, State of California, described in Exhibit "A" attached hereto and incorporated herein.

*Commonly known as: 1792 Corte Vista Street, Brentwood, CA 94513*

Dated:   April 12, 2023  

  
\_\_\_\_\_  
Robert P. Atlas, Trustee of the 2020 Robert P. Atlas Trust

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

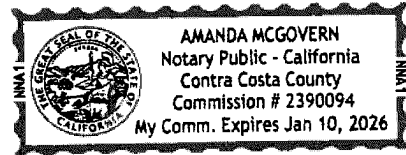
State of California )
County of Contra Costa )

On April 12, 2023, before me, Amanda McGovern, notary public, personally appeared Robert P. Atlas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Handwritten signature of Amanda McGovern]



Amanda McGovern

(Seal)

My commission expires on: January 10, 2026

Mail tax statements to: Robert P. Atlas and Julie A. Atlas, 1792 Corte Vista Street, Brentwood, California 94513

Exhibit A

LOT 34, AS SHOWN ON SUBDIVISION 8170, FILED MAY 3, 1999, IN MAP BOOK 409 AT PAGE 36, OFFICIAL RECORDS.

EXCEPTING THEREFROM:

1) MINERAL RIGHTS RESERVED IN THE DEED TO ROBERT E. PALLADINO, ET AL, RECORDED MARCH 15, 1966, IN BOOK 5077 OFFICIAL RECORDS, PAGE(S) 389, AS FOLLOWS:

AN UNDIVIDED ONE-HALF (1/2) OF ALL OILS, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN FIVE HUNDRED FEET (500') BELOW THE SURFACE THEREOF TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500\*) BELOW THE SURFACE THEREOF; BUT WITHOUT ANY RIGHTS WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LANDS WITHIN FIVE HUNDRED FEET (500') VERTICAL DISTANCE BELOW THE SURFACE THEREOF.

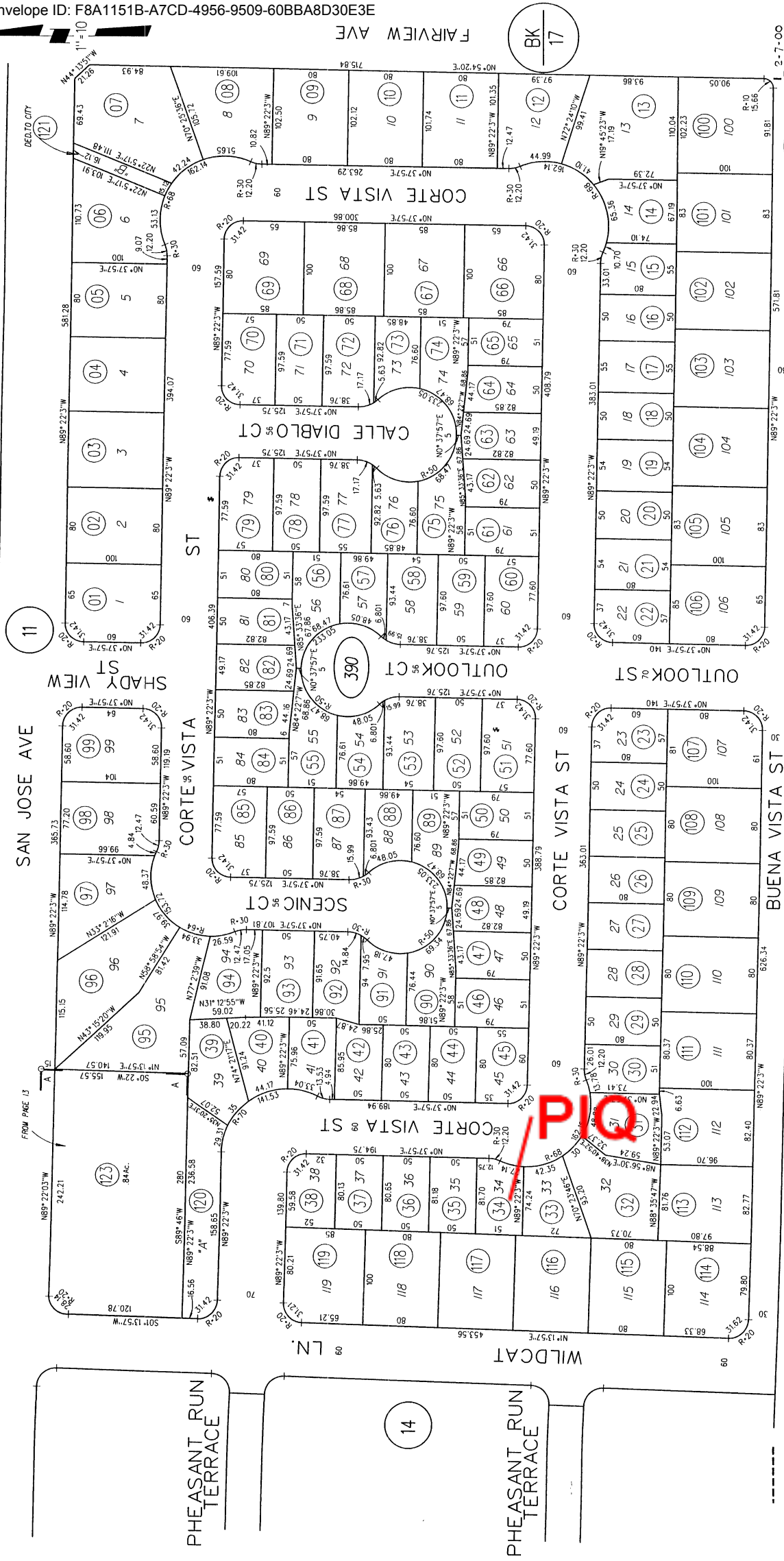
THE RIGHTS TO SURFACE AND BELOW THE SURFACE TO A DEPTH OF 500 FEET VERTICAL DISTANCE FROM THE SURFACE THEREOF WAS RELINQUISHED BY QUITCLAIM DEED RECORDED FEBRUARY 13, 1998, SERIES NO. 98-30173.

2) ALL MINERALS AND REMAINING INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS NOW OR HEREAFTER FOUND, SITUATED, OR LOCATED IN ALL OR ANY PORTION OF THE LANDS DESCRIBED HEREIN LYING MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR UPON ANY PORTION THEREOF WITHIN FIVE HUNDRED FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE GRANT DEED TO RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., A COLORADO CORPORATION, RECORDED JANUARY 29, 1999, SERIES NO. 99-25987.

3) ALL INTEREST IN OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION FOR OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER OR TO USE THE PROPERTY IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF, OR TO ADVERSELY AFFECT IN ANY WAY, EITHER THE SURFACE OF THE PROPERTY OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE, AS RESERVED IN THE GRANT DEED TO RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., A COLORADO CORPORATION, RECORDED JANUARY 29, 1999, SERIES NO. 99-25987.

4) THE FOLLOWING, AS SET FORTH ON THE FILED MAP: "THE UNDERSIGNED HEREBY RELINQUISHES TO THE CITY OF BRENTWOOD ALL INTEREST IN SUBSURFACE MINERAL RIGHTS AND WATER RIGHTS BELOW 300 FEET THAT THEY MAY HAVE."

A- BRENTWOOD IRRIGATED FARMS SUB. NO. 6 (M.B. 17-373)  
2000 ROLL- TRACT 8170 M.B. 409-36 (D)ABELO VISTA



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

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BK 17

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FM. PG. 13 09-16-99  
ASSESSOR'S MAP  
BOOK 19 PAGE 39  
CONTRA COSTA COUNTY, CALIF.

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.

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.


**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME AND DOES HEREBY OFFER FOR DEDICATION IN FEE TO THE CITY OF BRENTWOOD FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BUENA VISTA STREET, SHADY VIEW STREET, CORTE VISTA STREET, OUTLOOK STREET, SCENIC COURT, OUTLOOK COURT, WILD CAT LANE, WIDENING, CALLE DIABLO COURT, SAN JOSE AVENUE WIDENING, AND WILD CAT LANE WIDENING. THE AREA DESIGNATED AS PARCEL "A" TO BE RETAINED BY OWNER FOR FUTURE DEVELOPMENT.

THE AREA DESIGNATED AS PARCEL "B" IS HEREBY DEDICATED IN FEE TO THE CITY OF BRENTWOOD OR ITS DESIGNEE FOR PUBLIC USE.

THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE HEREBY DEDICATED TO THE CITY OF BRENTWOOD OR ITS DESIGNEE AND THE PUBLIC FOR UNDERGROUND ELECTRIC, GAS, CABLE TV, TELEPHONE, SANITARY SEWER, STORM DRAIN, WATER AND OTHER RELATED APPURTENANCES, INCLUDING THE CONSTRUCTION, ACCESS AND MAINTENANCE OF THE IMPROVEMENTS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT NO 717428 DATED MARCH 23, 1999, PREPARED BY FIRST AMERICAN TITLE GUARANTY COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF BRENTWOOD ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES ADJACENT TO SAN JOSE AVENUE AND FARVIEW AVENUE, IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL 

THE UNDERSIGNED RELINQUISHES TO THE CITY OF BRENTWOOD ALL INTEREST IN SUB SURFACE MINERAL RIGHTS AND WATER RIGHTS BELOW 300 FEET THAT THEY MAY HAVE.

RICHMOND AMERICAN HOMES OF ~~NEARBY~~ CALIFORNIA, INC.  
BY: Uma Rovee DATE: 2-16-99  
RICHMOND AMERICAN HOMES OF CALIFORNIA, INC

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) S.S.  
ON Feb. 16, 1999, BEFORE ME,

PERSONALLY APPEARED VIN ROVER PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: Susan E. Buck Susan E. Buck  
NOTARY PUBLIC IN AND FOR THE COUNTY OF: Contra Costa  
STATE OF: California  
PRINCIPAL PLACE OF BUSINESS: Contra Costa COUNTY  
COMMUNICATIONS EXPIRES: Sept. 17, 1999

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND OR OTHER INTERESTS HAVE BEEN OMITTED. THEIR INTERESTS BEING SUCH THAT THEY CANNOT RISE INTO A FEE:

- 1. EASEMENT FOR IRRIGATION CANALS, POWER, TELEPHONE, TELEGRAPH, WATER AND SEWER LINE WITH RIGHTS OF INGRESS AND EGRESS IN FAVOR OF EAST CONTRA COSTA IRRIGATION COMPANY; PER AGREEMENT RECORDED ON SEPTEMBER 25, 1917 IN BOOK 297 DEEDS, PAGE 257, OFFICIAL RECORDS.

**SUBDIVISION 8170  
DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SUBDIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)  
CITY OF BRENTWOOD  
CONTRA COSTA COUNTY  
CALIFORNIA

**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

DATE: FEBRUARY 1999

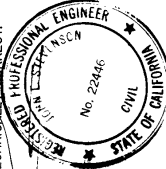
**SURVEYOR'S STATEMENT**

I, CHRISTOPHER S. HARMISON, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP, ENTITLED "SUBDIVISION 8170," CONSISTING OF EIGHT (8) SHEETS, WAS PREPARED BY ME THAT IT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY, 1998 THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 1999 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THIS SUBDIVISION IS 9.482 HECTARES, MORE OR LESS.

DATE: 2-17-99  
Christopher S. Harmison  
CHRISTOPHER S. HARMISON  
L.S. NO. 7176  
REGISTRATION EXPIRES DECEMBER 31, 1999

**CITY ENGINEER'S STATEMENT**

I, JOHN STEVENSON, CITY ENGINEER OF THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, ENTITLED "SUBDIVISION 8170," THAT SAID SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY BRENTWOOD PLANNING COMMISSION ON JULY 7, 1998, THAT ALL OF THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLETED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



DATE: 3/12/99  
John Stevenson  
JOHN STEVENSON, R.C.E. NO. 22446  
CITY ENGINEER  
REGISTRATION EXPIRES 9/30/01

**GEOTECHNICAL SOILS REPORT**

A SOILS REPORT PREPARED BY KC ENGINEERING COMPANY, DATED MARCH 2, 1998 AND SIGNED BY D. CYRANSKI R.C.E. 51421. A COPY OF WHICH REPORT HAS BEEN FILED WITH THE CITY ENGINEER OF THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

**PLANNING COMMISSION STATEMENT**

I, MITCH OSHINSKY, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BRENTWOOD, HEREBY STATE THAT THE PLANNING COMMISSION HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATE: 3/12/99  
Mitch Oshinsky  
MITCH OSHINSKY  
COMMUNITY DEVELOPMENT DIRECTOR

**CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE**

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC. HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR BUENA VISTA STREET, SHADY VIEW STREET, CORTE VISTA STREET, OUTLOOK STREET, SCENIC COURT, OUTLOOK COURT, CALLE DIABLO COURT, SAN JOSE AVENUE, AND WILD CAT LANE, AND EASEMENTS FOR PUBLIC UTILITIES AND PUBLIC STORM DRAINS. THE CITY OF BRENTWOOD SHALL RECONVEY THE PROPERTY TO RICHMOND AMERICAN HOMES OF CALIFORNIA, INC. OR ITS SUCCESSOR IN INTEREST, IF THE CITY OF BRENTWOOD SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, DOES NOT EXIST OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR THAT SAME PUBLIC PURPOSE FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

**CITY MANAGER'S STATEMENT**

I, JON ELAM, CITY MANAGER OF THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, ENTITLED "SUBDIVISION 8170," WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF BRENTWOOD AS PROVIDED BY LAW AT A REGULAR MEETING THEREOF HELD ON THE 23 DAY OF MARCH, 1999, AND THAT SAID CITY COUNCIL DID THEREUPON APPROVE SAID MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AS OFFERED FOR DEDICATION SUBJECT TO ACCEPTANCE OF IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR PUBLIC USE IN CONFORMITY WITH TERMS OF THE OFFER OF DEDICATION.

I FURTHER STATE THAT ALL AGREEMENTS AND BONDS REQUIRED BY LAW TO ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF BRENTWOOD, AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999.

JON ELAM,  
CITY MANAGER

**CLERK OF THE BOARD OF SUPERVISORS' STATEMENT**

I HEREBY STATE, AS CHECKED BELOW, THAT:

[X] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

[ ] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: May 3, 1999  
PHIL BATCHELOR  
CLERK OF THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: Joan Stalley  
DEPUTY CLERK

**COUNTY RECORDER'S STATEMENT**

THIS MAP, ENTITLED "SUBDIVISION 8170," IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY OLD REPUBLIC TITLE COMPANY, DATED THE 3rd DAY OF MAY, 1999, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE GUARANTY COMPANY AT 3:48 P.M., ON THE 3rd DAY OF MAY, 1999, IN BOOK 409 OF MAPS, AT PAGE 36 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

STEPHEN L. WIER  
COUNTY RECORDER  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA  
# 99-118736

BY: Amendol  
DEPUTY COUNTY RECORDER





CURVE	RADIUS	DELTA	LENGTH
C14	15.240m	54°04'09"	14.382m
C15	9.144m	151°10'2"	2.423m
C16	9.144m	28°20'50"	4.524m
C17	19.507m	04°20'11"	1.476m
C18	19.507m	43°16'18"	14.744m
C19	19.507m	35°46'56"	12.182m
C20	19.507m	30°23'09"	10.345m
C21	19.507m	23°48'34"	8.106m
C22	9.144m	23°48'34"	3.800m
C23	15.240m	90°00'00"	23.939m

**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- - - EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- TOTAL
- (T) RADIAL
- (R) MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (M-PL) SET STANDARD STREET MONUMENT
- ⊙ EXISTING STANDARD STREET MONUMENT
- ⊙ RELINQUISHMENT OF ABUTTER'S RIGHTS
- ⊙ PUBLIC UTILITY EASEMENT
- ⊙ RECORD DATA
- sq. m. SQUARE METERS
- HA HECTARES
- ⋯ PUE
- ( )
- sq. m.
- HA

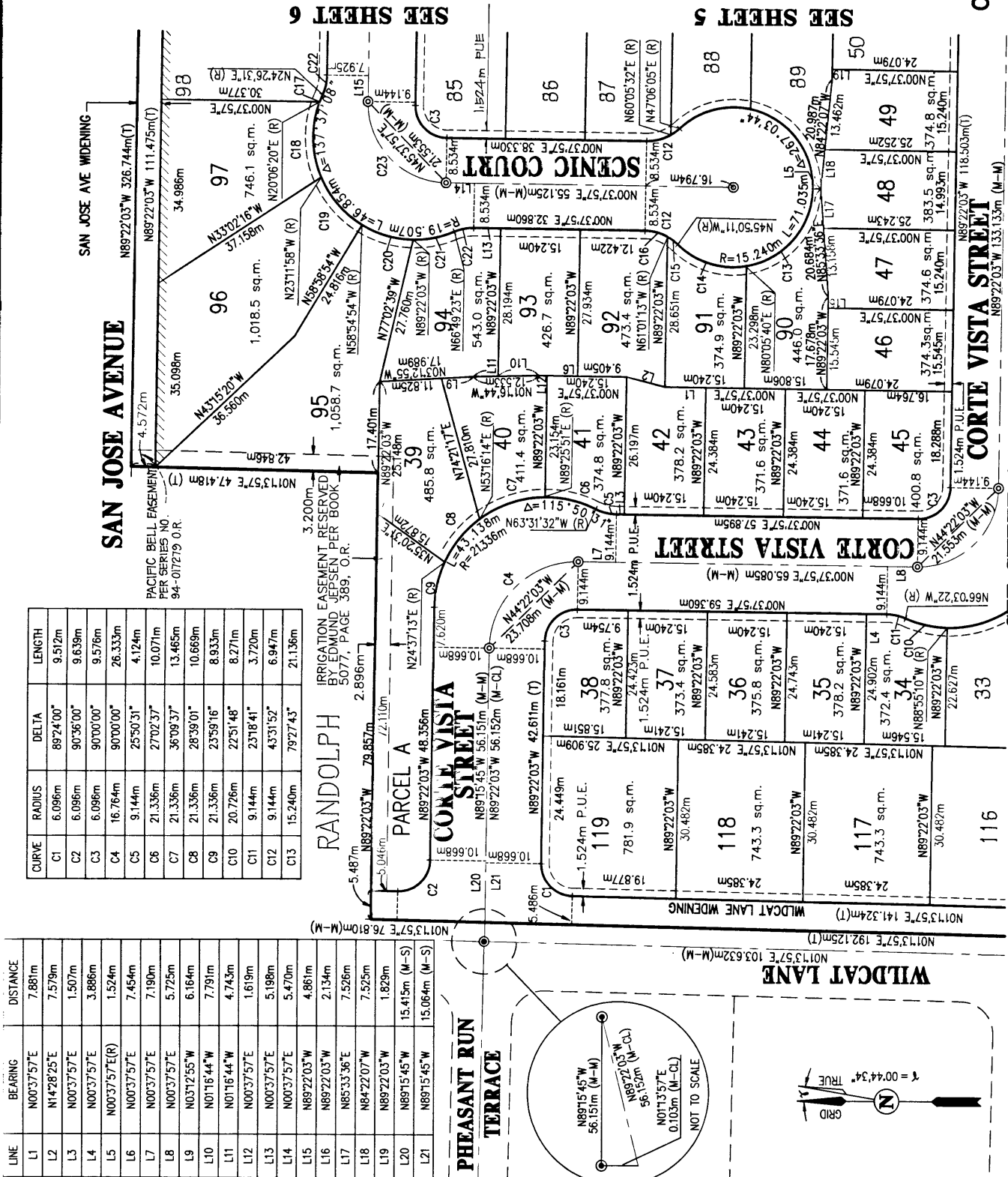
**SUBDIVISION 8170  
DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SUBDIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)  
CITY OF BRENTWOOD  
CALIFORNIA

**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1:500m  
DATE: FEBRUARY 1999  
SHEET 3 OF 8

409-38



CURVE	RADIUS	DELTA	LENGTH
C1	6.096m	89°24'00"	9.512m
C2	6.096m	90°36'00"	9.639m
C3	6.096m	90°00'00"	9.576m
C4	16.764m	90°00'00"	26.333m
C5	9.144m	25°50'31"	4.124m
C6	21.336m	27°02'37"	10.071m
C7	21.336m	36°09'37"	13.465m
C8	21.336m	28°39'01"	10.669m
C9	21.336m	23°59'16"	8.933m
C10	20.726m	22°51'48"	8.271m
C11	9.144m	23°18'41"	3.720m
C12	9.144m	43°1'52"	6.947m
C13	15.240m	79°27'43"	21.136m

LINE	BEARING	DISTANCE
L1	N00°37'57"E	7.881m
L2	N14°28'25"E	7.579m
L3	N00°37'57"E	1.507m
L4	N00°37'57"E	3.886m
L5	N00°37'57"E	1.524m
L6	N00°37'57"E	7.454m
L7	N00°37'57"E	7.190m
L8	N00°37'57"E	5.725m
L9	N03°12'55"W	6.164m
L10	N01°16'44"W	7.791m
L11	N01°16'44"W	4.743m
L12	N00°37'57"E	1.619m
L13	N00°37'57"E	5.198m
L14	N00°37'57"E	5.470m
L15	N89°22'03"W	4.861m
L16	N89°22'03"W	2.134m
L17	N85°33'36"E	7.526m
L18	N84°22'07"W	7.525m
L19	N89°22'03"W	1.829m
L20	N89°15'45"W	15.415m (M-S)
L21	N89°15'45"W	15.064m (M-S)

SEE SHEET 6

SEE SHEET 5

SEE SHEET 4

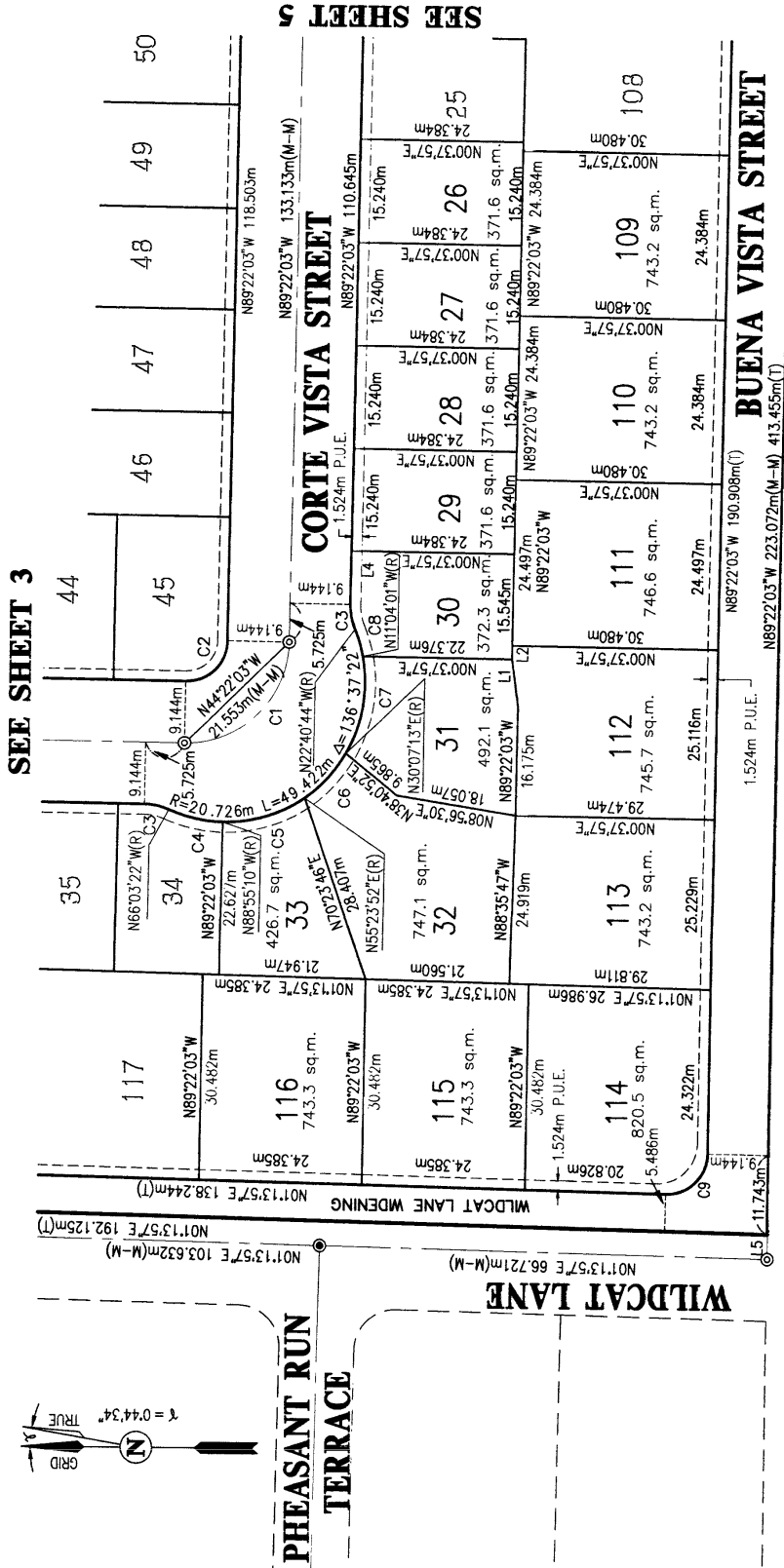
A.P.N. NO. 019-130-014

806-00



**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ EXISTING STANDARD STREET MONUMENT
- ⊙ EXISTING STANDARD STREET MONUMENT
- /// RELINQUISHMENT OF ABUTTER'S RIGHTS
- PUBLIC UTILITY EASEMENT
- ( ) RECORD DATA
- sq. m. SQUARE METERS
- HA HECTARES



SEE SHEET 3

SEE SHEET 3

CURVE	RADIUS	DELTA	LENGTH
C1	15.240m	90°00'00"	23.939m
C2	6.096m	90°00'00"	9.576m
C3	9.144m	23°18'41"	3.720m
C4	20.726m	22°51'48"	8.271m
C5	20.726m	35°40'58"	12.908m
C6	20.726m	25°16'39"	9.144m
C7	20.726m	41°11'14"	14.899m
C8	20.726m	11°36'44"	4.200m
C9	6.096m	90°36'00"	9.639m

LINE	BEARING	DISTANCE
L1	N82°21'43"E	6.983m
L2	N89°22'03"W	2.021m
L3	N86°50'48"E	9.622m
L4	N89°22'03"W	7.927m
L5	N89°22'03"W	3.658m

**SUBDIVISION 8170  
DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SUBDIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)

CITY OF BRENTWOOD  
CALIFORNIA

CONTRA COSTA COUNTY

**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

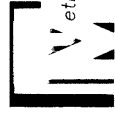
SCALE: 1:500m

A.P.N. NO. 019-130-014

DATE: FEBRUARY 1999

SHEET 4 OF 8

409-39



**LEGEND**

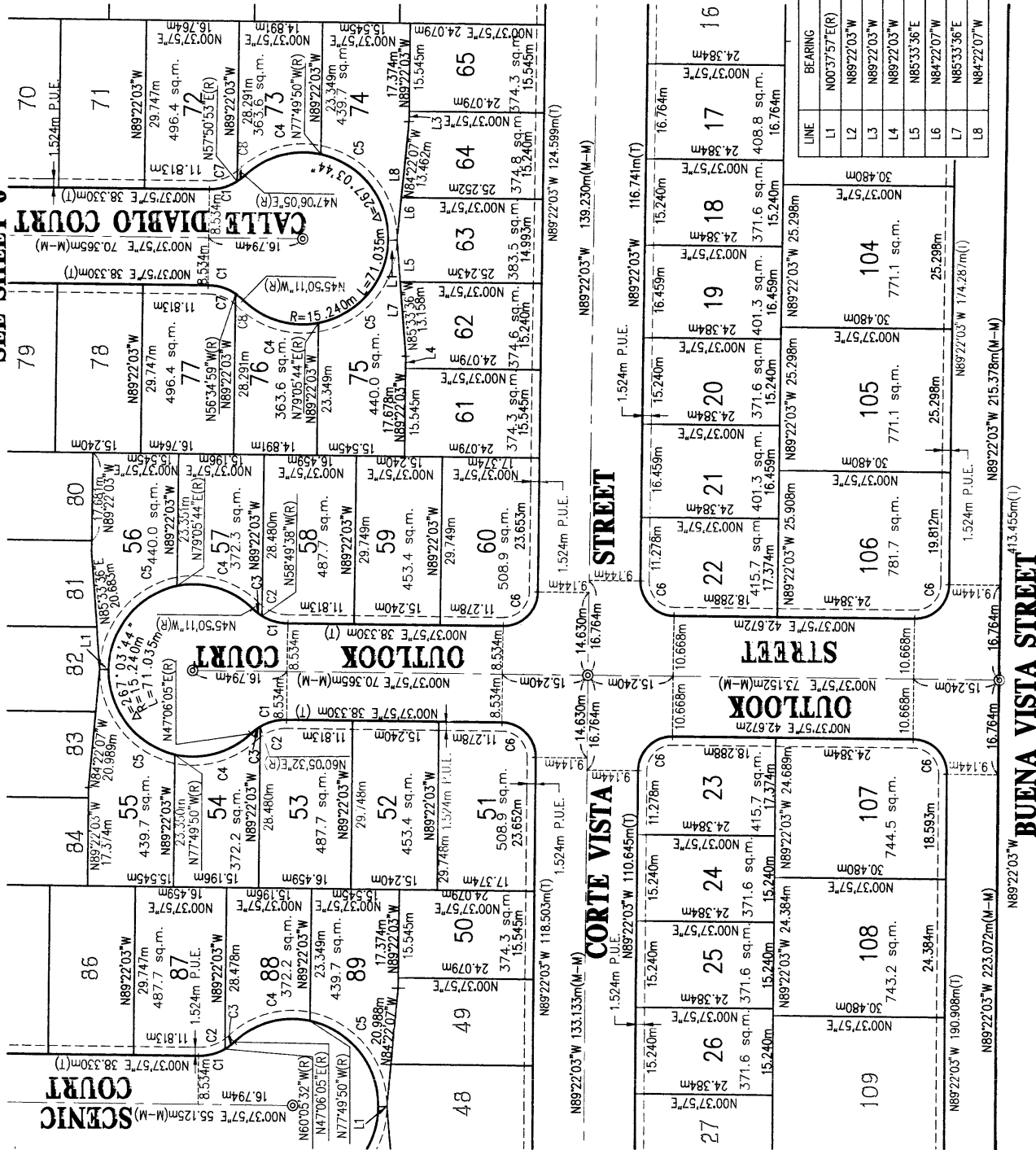
- SUBDIVISION BOUNDARY
- LOT LINE
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- CENTERLINE
- TOTAL
- RADIAL
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- (M-PL) SET STANDARD STREET MONUMENT
- EXISTING STANDARD STREET MONUMENT
- RELINQUISHMENT OF ABUTTER'S RIGHTS
- PUBLIC UTILITY EASEMENT
- RECORD DATA
- sq. m.
- HA

SEE SHEET 6

SEE SHEET 8

SEE SHEET 3

SEE SHEET 4



CURVE	RADIUS	DELTA	LENGTH
C1	9.144m	43°31'52"	6.947m
C2	9.144m	30°32'25"	4.874m
C3	9.144m	12°59'27"	2.073m
C4	15.240m	55°04'05"	14.647m
C5	15.240m	78°27'47"	20.870m
C6	6.096m	90°00'00"	9.576m
C7	9.144m	32°47'04"	5.232m
C8	9.144m	10°44'48"	1.715m

# SUBDIVISION 8170 DIABLO VISTA

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SUBDIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)

CITY OF BRENTWOOD  
CONTRA COSTA COUNTY CALIFORNIA  
**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA  
DATE: FEBRUARY 1999  
SCALE: 1:5000  
SHEET 5 OF 8

A.P.N. NO. 019-130-014

806-00

409-40



**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- TOTAL
- (T) RADIAL
- (R) MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (M-PL) SET STANDARD STREET MONUMENT
- ⊙ EXISTING STANDARD STREET MONUMENT
- ⊙ RELINQUISHMENT OF ABUTTER'S RIGHTS
- //// PUBLIC UTILITY EASEMENT
- PUE RECORD DATA
- ( ) SQUARE METERS
- sq. m. HECTARES

SEE SHEET 7

**SUBDIVISION 8170  
DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SUBDIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)  
CITY OF BRENTWOOD  
CONTRA COSTA COUNTY  
CALIFORNIA

**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1:500m  
DATE: FEBRUARY 1999  
SHEET 6 OF 8

409-41

**SAN JOSE AVENUE**

**SAN JOSE AVENUE WIDENING**

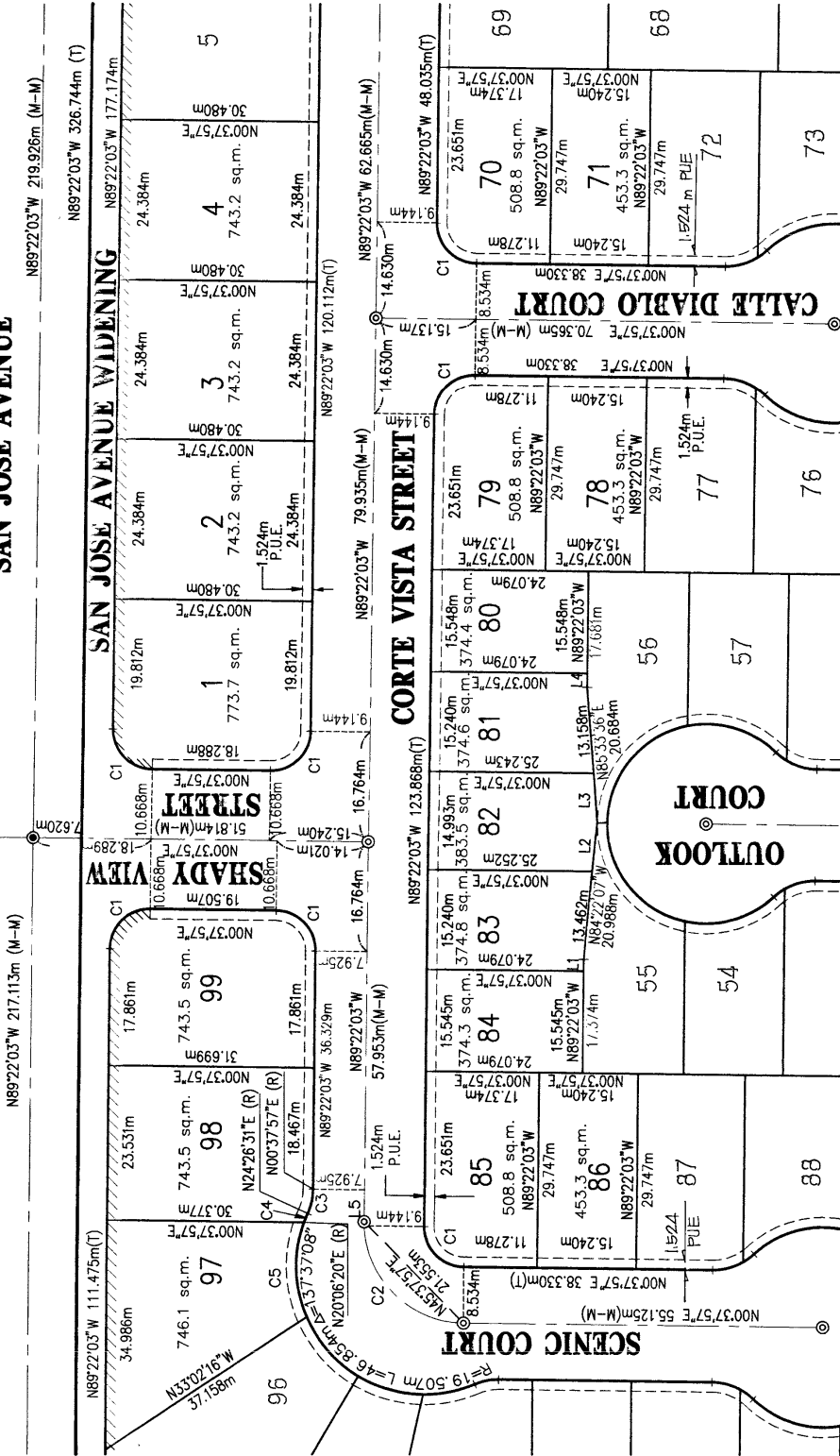
**CORTE VISTA STREET**

**CALLE DIABLO COURT**

**OUTLOOK COURT**

**SCENIC COURT**

**SHADY VIEW STREET**

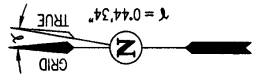


SEE SHEET 5

SEE SHEET 5

SEE SHEET 3

CURVE	RADIUS	DELTA	LENGTH
C1	6.096m	90°00'00"	9.576m
C2	15.240m	90°00'00"	23.939m
C3	9.144m	23°48'34"	3.800m
C4	19.507m	04°20'11"	1.476m
C5	19.507m	43°18'18"	14.744m



LINE	BEARING	DISTANCE
L1	N89°22'03"W	1.829m
L2	N84°22'07"W	7.525m
L3	N85°33'36"E	7.526m
L4	N89°22'03"W	2.134m

A.P.N. NO. 019-130-014

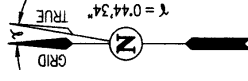
806-00



**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- TOTAL
- RADIAL
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- SET STANDARD STREET MONUMENT
- EXISTING STANDARD STREET MONUMENT
- RELINQUISHMENT OF ABUTTER'S RIGHTS
- PUBLIC UTILITY EASEMENT
- RECORD DATA
- SQUARE METERS
- HECTARES

- (T)
- (R)
- (M-M)
- (M-PL)
- ⊙
- ⊙
- ////
- PUE
- ( )
- sq. m.
- HA



**SUBDIVISION 8170  
DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
AS SHOWN ON THE MAP OF  
SURVIVISION NUMBER SIX OF  
BRENTWOOD IRRIGATED FARMS AMENDED (17 M 373)

CITY OF BRENTWOOD  
CONTRA COSTA COUNTY  
CALIFORNIA

**CARLSON BARBEE & GIBSON, INC.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

DATE: FEBRUARY 1999

SCALE: 1:500m  
SHEET 7 OF 8

409-42

**SAN JOSE AVENUE**

N89°22'03"W 219.926m(M-M)

**SAN JOSE AVENUE WIDENING**

N89°22'03"W 326.744m (T)

**CORTE VISTA STREET**

N89°22'03"W 62.665m(M-M)

**CALLE DIABLO COURT**

N00°37'57"E 70.365m (M-M)

**FAIRVIEW AVENUE**

N00°54'20"E 247.152m (M-M)



SEE SHEET 6

SEE SHEET 5

SEE SHEET 8

CURVE	RADIUS	DELTA	LENGTH
C1	9.144m	23°18'41"	3.720m
C2	6.096m	90°00'00"	9.576m
C3	15.240m	90°00'00"	23.939m
C4	20.726m	43°31'02"	15.742m
C5	20.726m	35°35'42"	12.876m
C6	20.726m	12°44'37"	4.610m
C7	20.726m	44°46'01"	16.194m

LINE	BEARING	DISTANCE
L1	N89°22'03"W	2.764m
L2	N0°37'57"E	3.299m
L3	N0°37'57"E	5.725m
L4	N89°22'03"W	5.725m
L5	N89°22'03"W	4.912m
L6	N44°13'51"W	6.481m



SUBDIVISION BOUNDARY  
 LOT LINE  
 EASEMENT LINE  
 MONUMENT LINE  
 CENTERLINE  
 TOTAL  
 RADIAL  
 MONUMENT TO MONUMENT  
 MONUMENT TO PROPERTY LINE  
 SET STANDARD STREET MONUMENT  
 EXISTING STANDARD STREET MONUMENT  
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 SQUARE METERS  
 HECTARES

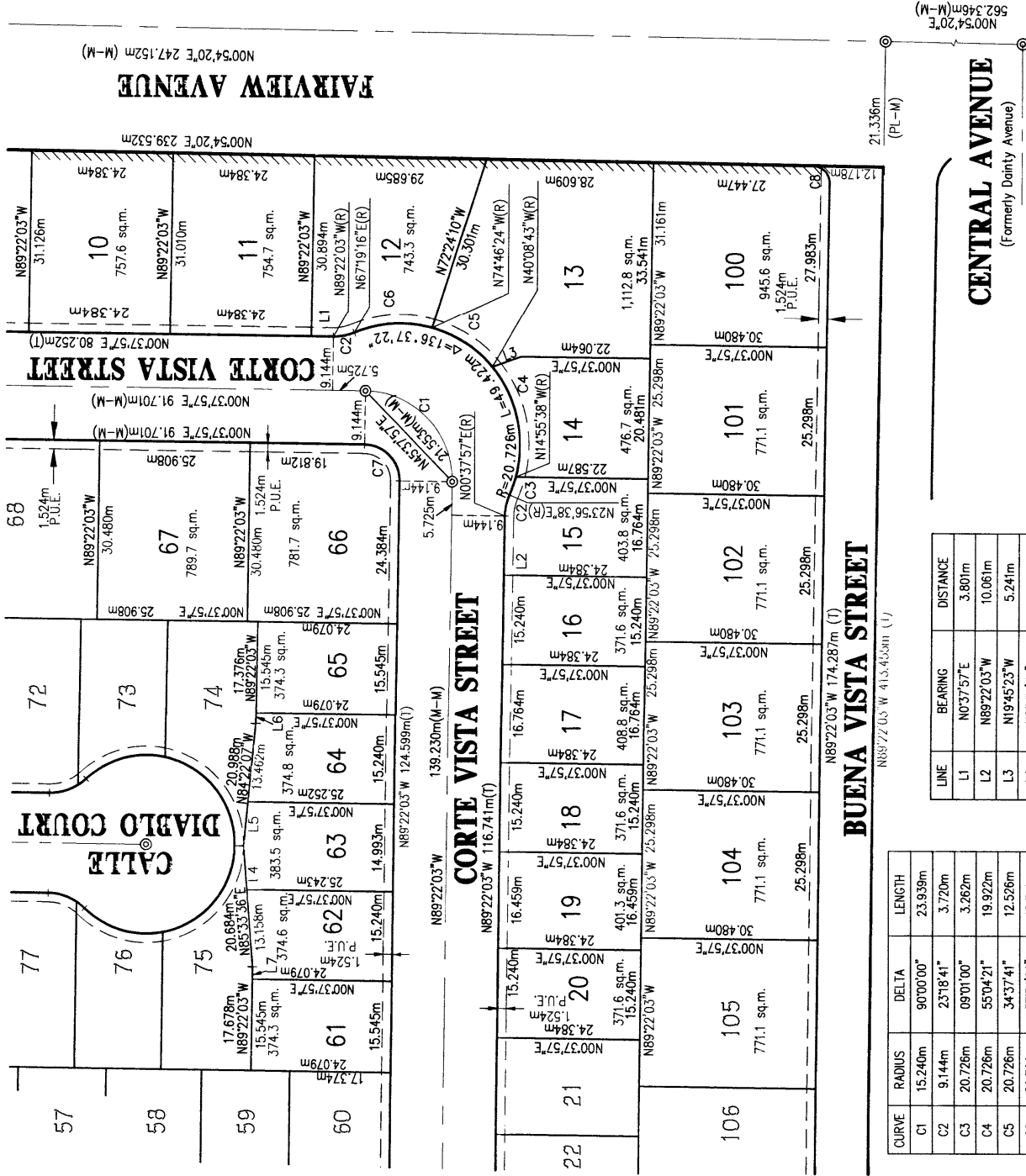
(T)  
 (R)  
 (M-M)  
 (M-PL)  
 PUE  
 ( )  
 sq. m.  
 HA

LEGEND

SEE SHEET 7

SEE SHEET 5

SEE SHEET 5



LINE	BEARING	DISTANCE
L1	N03°37'57"E	3.801m
L2	N89°22'03"W	10.061m
L3	N19°45'23"W	5.241m
L4	N85°33'36"E	7.526m
L5	N84°22'07"W	7.525m
L6	N89°22'03"W	1.829m
L7	N89°22'03"W	2.134m

CURVE	RADIUS	DELTA	LENGTH
C1	15.240m	90°00'00"	23.939m
C2	9.144m	23°18'41"	3.720m
C3	20.726m	09°01'00"	3.262m
C4	20.726m	55°04'21"	19.922m
C5	20.726m	34°37'41"	12.526m
C6	20.726m	37°54'20"	13.712m
C7	6.096m	90°00'00"	9.576m
C8	3.048m	89°43'37"	4.773m

**SUBDIVISION 8170  
 DIABLO VISTA**

BEING A PORTION OF LOTS 249 AND 250,  
 AS SHOWN ON THE MAP OF  
 SUBDIVISION NUMBER SIX OF  
 BRENTWOOD IRRIGATED FARMS AMENDED (17 M 375)

CITY OF BRENTWOOD  
 CONTRA COSTA COUNTY  
 CALIFORNIA

**CARLSON BARBEE & GIBSON, INC.**  
 CIVIL ENGINEERS SURVEYORS PLANNERS  
 SAN RAMON, CALIFORNIA

SCALE: 1:500m  
 DATE: FEBRUARY 1999  
 SHEET 8 OF 8

A.P.N. NO. 019-130-014

806-00

409-43



# Tax Search

Contra Costa, California  
**Searched: 019-390-034-7**  
 Order: FCLA-3902400182

Tax Year: 2023-2024  
 Tax Cover: 02/16/2024  
 Searched By: CNCALCPFNA  
 Searched On: 3/1/2024 7:38 PM

Company: CHICAGO TITLE | NORCAL CPF - (FNFSTR) | 01 | CRN: 00021-00055

APN:	019-390-034-7
Described As:	T8170 L34
Address:	1792 CORTE VISTA ST
City:	BRENTWOOD
Billing Address:	1792 CORTE VISTA ST BRENTWOOD CA 94513-6511
Assessed Owner(s):	ATLAS ROBERT P TRE
Search As:	Lot 34 Map 409/36

Tax Rate Area:	10001	Value	Conveyance Date:	10/01/2020
Use Code:	1	Land:	Conveying Instrument:	224354
<b>RESIDENTIAL</b>		Improvements:	Date Transfer Acquired:	
Region Code:		Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:		Inventory:	Year Last Modified:	
Taxability Code:		<b>Exemptions</b>	<b>Square Footage</b>	
Tax Rate:	1.391951	Homeowner:	Land:	
Auditor Tax Rate:	1.112798	Inventory:	Improvements:	
		Personal Property:	Tax Defaulted:	
		Religious:		
		All Other:		
Bill #:	028095	Net Taxable Value:	Total Tax:	7,917.00
Issue Date:				

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	3,958.50	395.85	12/10/2023	PAID	12/07/2023	0.00
2nd	3,958.50	415.85	04/10/2024	UNPAID		3,958.50
<b>Total Balance:</b>						<b>3,958.50</b>

Bonds: 1	Parcel Changed:	Sold to State: 0	Mello-Roos: N	NSF: N
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Account	Special Lien Description	Amount
1001	COUNTY GENERAL LEVY - AD VALOREM	6,329.26
2406DY	EMERGENCY MED ZONE B	10.00
3301DV	MOSQUITO & VECTOR ABATEMENT	11.88
4026IY	EBRPD-EAST CO LLD	19.70
4203JE	BRENTWOOD ST LIGHT LAND	651.26
4203MI	BRENTWOOD PARK MNTNC	162.18
4322S8	BRENTWOOD #98-2	720.72
4405I8	SFBRA PCL TAX	12.00

## Bonds

<b>Issued For: BRENTWOOD #98-2</b>	<b>Assessment No.:</b>	<b>Book/Page:</b>
------------------------------------	------------------------	-------------------

<b>Docket/Series: AD #98-2</b>	<b>Bond No:</b>	<b>Lien Issued: 7/1/1998</b>
<b>Filed On:</b>	<b>Bond Type: 1915 ACT</b>	<b>Maturity Date: 6/30/2028</b>
<b>City / County: BRENTWOOD</b>		<b>First Payment Date:</b>
<b>Payable to: WILLDAN FINANCIAL</b>		<b>Total Installments: 52</b>
		<b>Number of Years: 0</b>
		<b>Interest Rate: 0.00%</b>
		<b>Further Info Charge: 35.00</b>
<b>Orig Principal:</b>	<b>Amount Due :</b>	<b>To Pay Off:</b>

**1915 ACT BOND IS COLLECTED WITH TAXES**

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

**The following notice is pursuant to California Government Code  
Section 12956.1(b)(1))**

**Notice**

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



## **Restrictive Covenant Modification**

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

### **To Record a Restrictive Covenant Modification, you must:**

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

### **This document requires the following:**

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

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

Above Space for Recorder's Use Only

## RESTRICTIVE COVENANT MODIFICATION

I (We) \_\_\_\_\_ have an ownership interest of record in the property located at \_\_\_\_\_ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date)

In book \_\_\_\_\_ and page \_\_\_\_\_, or Document No. \_\_\_\_\_ of the Official records of the County of \_\_\_\_\_, State of California.

The document referenced above was originally indexed in the following manner \_\_\_\_\_ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated \_\_\_\_\_

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

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



176481

DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS FOR  
DIABLO VISTA,  
BRENTWOOD, CALIFORNIA

This Declaration of Easements, Covenants and Restrictions ("Declaration") is made effective this 28th day of June, 1999, by Richmond American Homes of ~~North~~ California, Inc., a Colorado corporation (hereinafter "Richmond").

ARTICLE I

Intention of Declaration

1.1 Facts: This Declaration is made with reference to the following facts:

1.1.1 Property owned by Richmond. Richmond is the owner of all that certain real property located in the City of Brentwood, County of Contra Costa, State of California, described as follows:

Tract Map No. 8170 as recorded in Map Book 409 at Page 36, in the Official Records of Contra Costa County, California.

1.1.2 Nature of Project. It is the desire and intention of the Declarant to subdivide, develop and sell said property and to impose on said property mutually beneficial easements, covenants and restrictions under a general plan of improvement for the benefit of all the Lots in said property and the future Owners of said property.

1.2 Applicability of Restrictions. Declarant hereby declares that the Project, as defined below, is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following easements, covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Project and are established and agreed upon for the purpose of enhancing the value, desirability and attractiveness of the Project and every part thereof. All of the easements, covenants and restrictions stated herein shall run with the Project and shall be binding on all parties having or acquiring any right, title or interest in the Project or any part thereof; shall be for the benefit of each owner of any portion of the Project or any interest therein; and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of said easements, covenants and restrictions shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the owners of any of the individual Lots in the Project against any other owner, tenant or occupant of the Lots, the Project, or any portion thereof.

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ARTICLE II

Definitions

Unless the context clearly indicates a different meaning therefor, the terms used herein, in the Map and in any deeds conveying Lots in the Project shall have the meanings specified in this Article.

2.1 City. The term "City" shall mean the City of Brentwood.

2.2 County. The term "County" shall mean Contra Costa County, State of California.

2.3 Declarant. The term "Declarant" shall mean Richmond American Homes of California, Inc., a Colorado corporation. The term "Declarant" shall also mean any successor in interest to said entity if (i) such successor in interest acquires more than one Lot in the Project for the purpose of development and/or sale, and (ii) a Declarant expressly assigns to such acquiring party the rights and duties as a successor Declarant by a written document executed by the assigning Declarant and recorded in the Official Records of the County. There may be more than one Declarant at any particular time.

2.4 Declaration. The term "Declaration" shall mean this Declaration of Easements, Covenants and Restrictions of Diablo Vista, as amended from time to time.

2.5 Family. The term "Family" or "Single Family" shall mean one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, including their domestic servants, who maintain a common household in a Residence.

2.6 Improvements. The term "Improvements" shall mean any buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and other structures or landscaping improvements of every type and kind constructed or to be constructed upon any real property subject to this Declaration.

2.7 Lot. The term "Lot" shall mean any one lot of Lots 1 through 119, inclusive, as shown on the Map, and all improvements thereon all easements appurtenant thereto as reflected on the Map or as reserved and granted in this Declaration.

2.8 Map. The term "Map" shall mean the final subdivision map for the Property recorded in Map Book 409 at Page 36, in the Official Records of the County.



176481

2.9 Mortgage. The term "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

2.10 Mortgagee. The term "Mortgagee" shall mean a mortgagee or beneficiary under a Mortgage

2.11 Owner. The term "Owner" shall mean the holder of record fee title to a Lot, including Declarant as to each Lot owned by Declarant. If more than one person owns a single Lot, the term "Owner" shall mean all owners of that Lot. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot merely as security for performance of an obligation.

2.12 Party Fence. The term "Party Fence" shall mean any fence or wall originally constructed and placed on the common boundary of two or more Lots.

2.13 Project. The term "Project" shall mean the real property described in Section 1.1.1 above, including all Improvements thereon.

2.14 Property. The term "Property" shall mean all of the real property described in Section 1.1.1 above.

2.15 Purchaser. The term "Purchaser" shall mean a purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity over which Declarant exercises contractual or other control.

2.16 Residence. The term "Residence" shall mean a structure situated upon a Lot designed or arranged for use and occupancy as a residence.

2.17 Single Family Residential Use. The term "Single Family Residential Use" shall mean occupation and use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other applicable state, county or municipal rules and regulations.

2.18 Yard. The term "Yard" shall mean the remainder of any Lot that is not improved with a Residence and driveway, as originally constructed by Declarant or as subsequently modified by any Owner.

ARTICLE III

Permitted Uses and Limitations

3.1 Single Family Use. Each Lot within the Project shall be improved and used exclusively for Single Family Residential Use. No other use shall be allowed except as specifically permitted

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by local ordinance. No residence shall be permanently occupied by more than two (2) persons per bedroom. Each Owner shall comply with all requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his or her Lot and Residence. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all of the provisions of this Declaration.

3.2 Rental of Lots. An Owner shall be entitled to rent the Residence situated on his Lot to a Single Family, provided that the term of said rental shall be for a term of not less than sixty (60) days nor more than two (2) years. Any rental or lease of a Residence shall be subject to this Declaration. Each tenant or lessee shall be provided with a copy of this Declaration by the Owner so renting or leasing. The Owner shall at all times be responsible for compliance by any tenant or lessee of his Residence with all of the provisions of this Declaration.

3.3 Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or on the Project, except that two cats and two dogs or other ordinary household pets, such as birds, or fish, may be kept on a Lot. No pet shall be permitted to run free within the Project except on the Owner's Lot, and dogs shall at all times while in other areas within the Project be on a hand-held leash. An Owner is permitted to exercise his or her pet within the Project outside the confines of the Owner's Lot only upon the condition that the solid wastes of such pet are immediately removed and properly disposed of. Each Owner shall be responsible for assuring that his or her pet or pets do not endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots.

3.4 Antennas. Subject to the provisions of Section 1376 of the California Civil Code and applicable federal law, and except as may be erected or construed by Declarant or installed by a licensed public or quasi-public utility or cable franchise, no outside television antenna, aerial, radio tower, microwave or satellite dish, or other such device having a diameter or maximum diagonal measurement of greater than one (1) meter may be erected, constructed or placed on any Lot.

3.5 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or any other approved structures except as constructed by Declarant. Nothing in this Section shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of Residences.

3.6 Temporary Occupancy. No modular home, tent, barn, trailer, basement of any incomplete building, tenant shack, garage, or temporary building or structure of any kind shall be used at any time as a Residence, either temporary or permanent. Temporary buildings or structures used during the construction or improvement of a Residence shall be removed immediately after the completion of construction of the Residence on the Lot in question, and in no event later than one (1) year after the commencement of construction. The foregoing, however, shall not limit or restrict the right of Declarant to use and maintain one or more construction trailers or other construction

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related facilities for so long as it owns at least one Lot.

3.7 Trailers, Boats and Motor Vehicles. No Owner shall park, store, or keep any vehicle except wholly within an enclosed garage, carport, driveway or other parking space intended for such use. No mobile home, trailer, permanent tent or similar structure, and no truck camper larger than a three-quarter (3/4) ton pick-up truck, recreational motor home, or boat, shall be kept or stored unless it is within a fully walled area located on the Lot. In no event may any such storage extend into the rear yard past the rear building line of the residence; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement on a Lot which has been approved by the City. No commercial, industrial or trade vehicles of any nature shall be parked or stored on any Lot or on the streets of the Project, except for commercial, industrial or trade vehicles providing services to Owners and in that event only for the duration necessary to provide such services. In no event may commercial, industrial or trade vehicles park overnight or on weekends on any Lot or street in the Project.

3.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Lot so as to render any Lot, or portion thereof, unsanitary, unsightly, offensive, or detrimental to any of the Project or occupants of any of the Lots in the vicinity. No noxious or offensive activity shall be carried on in or upon any Lot, nor shall anything be done or kept on any Lot which may be or become an annoyance or nuisance to other Owners. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot.

3.9 Garbage. All garbage, trash and accumulated waste plant material shall be placed and kept in covered containers, and such containers shall be maintained in the garage or in an area screened from the view of adjacent Lots. In no event shall such containers be maintained so as to be visible from any street or other area used by the public or in common with other Owners. Such containers shall not be placed upon the public streets, sidewalks or pathways, or adjacent to the same, except for the purpose of and on the day of collection, nor shall such containers at any time be filled to such capacity as to prevent the secure and complete covering of the contents by an animal-proof lid.

3.10 Clothes Drying Facilities. No outside clothesline or other outside clothes drying or airing facilities shall be maintained on any Lot, unless such facilities are adequately concealed so as not to be visible from any other property in the Project.

3.11 Fences, Views. Unless approved by the City, no fence, hedge, wall or other similar means of marking Lot boundaries shall be erected or maintained on any portion of a Lot other than as initially installed by Declarant. No vegetation or other Improvements shall be planted, constructed or maintained on any Lot in such location or in such height as to unreasonably obstruct the view from any other Lot in the vicinity. Declarant does not promise, guarantee, represent or warrant that any Lot or any Improvement will have or enjoy any kind of view, protected or

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unprotected, obstructed or unobstructed. Further, Declarant makes no assurance that, if any Lot or Improvement has such a view, it will continue in any manner or for any period of time. By accepting a deed to a Lot each Owner acknowledges that any construction or installation by Declarant may impair the view of such Owner, and each Owner acknowledges and consents to such impairment.

3.12 Fires. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purpose which meet applicable fire district requirements.

3.13 Mailboxes. There shall be no exterior newspaper tubes or free-standing mailboxes, except as may have been initially installed by Declarant or approved by the U.S. Postal Service.

3.14 Garages. Garages shall be used only for parking motor vehicles and normal residential storage and maintenance activities. Each Owner shall be responsible for the maintenance and repair of his or her garage and shall keep his or her garage area, including the interior thereof, in a neat orderly condition. Garage doors shall be kept closed at all times except when necessary for the movement of motor vehicles and other stored items.

3.15 Mineral Exploration. No property within the Project shall be used in any manner to explore for or remove any water, oil or hydrocarbons, gravel, earth or any other substance or minerals of any kind.

3.16 Machinery and Equipment. No machinery or equipment of any kind (specifically including large freestanding equipment such as power saws, drill presses, lathes, etc.) shall be maintained or operated upon any Lot, except as follows: (i) machinery and equipment which is customary and necessary in connection with approved construction or maintenance of residential Improvements; (ii) small hand-held machines; (iii) machines typically used for maintaining landscaping (such as lawnmowers, hedge trimmers, etc.); and (iv) machines located in a garage, the door to which can and shall be kept closed during the machine's operation.

3.17 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plants or noxious insects.

3.18 Restrictions on Further Subdivision. No Lot shall be further subdivided nor shall less than all of a Lot be conveyed by an Owner thereof.

3.19 Right of Entry. Upon twenty-four (24) hours written notice (emergencies excepted) and during reasonable hours, Declarant or its authorized representative shall have the right to enter upon and inspect any building site, Lot or parcel and the Improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. This provision shall be applicable until such time as Declarant no longer owns any Lots within the Project.

3.20 Signs. All signs displayed in the Project shall be attractive and compatible with the

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design of the Project and shall comply with all applicable local ordinances. The only signs that may be displayed to the public view on or from any Lot in the Project are the following.

3.20.1 One sign of reasonable dimensions placed on a Lot by the Owner thereof (other than Declarant) advertising the Lot for sale or rent:

3.20.2 Signs placed by Declarant on unsold Lots as Declarant deems appropriate, advertising or providing information concerning the Project, model homes or any sales center, and otherwise advertising the Lots and/or Residences owned by Declarant for sale or rent:

3.20.3 Other signs, posters and notices as approved by the City; and

3.20.4 Signs required by legal proceeding or requirements.

3.21 Outside Lighting. Landscape lighting, porch lights, patio lights and other exterior lighting shall be white only. No colored lighting shall be used for these purposes, but temporary decorative lighting, such as Christmas lights, are permissible. Lighting shall be controlled to prohibit high illumination or visually distracting lighting, and light sources shall be shielded and approved as part of the building plans at the time of City approval.

3.22 Curb and Sidewalk Areas. All areas between the curb and sidewalk of any Lot shall be kept free of and shall not be filled with building materials of any kind.

3.23 Restriction on Business. No business of any kind shall be established, maintained, operated, permitted or conducted in any portion of the Project except as may be permitted by local ordinances, and as long as there are no external indication or signs of such activity.

**ARTICLE IV**

**Improvements**

4.1 Architectural Control. Subsequent to the construction and development of Improvements by Declarant, no building or other Improvements shall be erected, placed, altered or removed on or from any Lot unless they have been approved to the extent required by applicable ordinances and regulations of the City. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved.

4.2 Improvements, Alterations and Repairs. No improvement, repair, excavation or other work which in any way alters the exterior appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done unless the same have been approved by the City to the extent required by applicable municipal ordinances and requirements. All repairs, maintenance and

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Care of the exterior surfaces of Residences shall be undertaken by the Owner.

4.3 Landscaping Installation and Maintenance. Each Owner shall maintain in a neat and orderly condition all landscaping on his or her Lot, including any landscaping strip between the back of the curb adjacent to the street and the front of the property, if applicable, as well as any landscaping located outside the fenced portion of such Lot. Each Owner shall promptly replace any diseased or dead lawn, trees, ground cover or shrubbery, and shall keep the lawn area neatly mowed and maintained and in a condition comparable to that of other first class residential subdivisions in the City. No planting, seeding or introduction or maintenance of any flower, seed, shrub, bush, tree or other plant, which by its appearance, odor, spread, development or existence encroaches or would encroach upon the Lot of any other Owner, any easement or any part thereof or which in any way whatsoever reduces or impairs the enjoyment by any other Owner of any Lot or Lots, shall be permitted at any time. No portion of any Lot between the street and the Residence or other structure on such Lot shall be used for the planting or growing of garden vegetables, and all front yard areas shall at all times be kept in a neat and orderly manner, and with regard to this condition, the front line of any structure shall be considered extended to any and all side lot lines of the Lot in question.

4.4 Maintenance of Residences. Each Owner shall maintain and care for his or her Lot and all Improvements located on his or her Lot in a manner consistent with the standards established by and pursuant to this Declaration and other first class residential subdivisions in the City. The exterior maintenance shall include the painting, repair, replacement and care of foundations, pavement, walkways, building surfaces, roof surfaces, gutters, down spouts, glass surfaces of the Residence and, in general, the maintenance of the interior and exterior of such Residence in good repair, condition and appearance. All such work shall be substantially identical in materials, color scheme and workmanship to the work originally completed by Declarant or approved by the City (to the extent such approval is required under applicable ordinances and regulations).

4.5 Reconstruction. If any Improvements on a Lot are damaged or destroyed by fire or any other casualty, the insurance proceeds shall be paid to the Owner of the Residence or the Mortgagee thereof, as their respective interests may appear, and such Owner or Mortgagee shall use said proceeds to rebuild or repair the damage. If the insurance proceeds are insufficient to complete such rebuilding or repair, the Owner shall pay such additional sums as may be necessary to complete the same. If the Owner in question does not commence such rebuilding or repair within a reasonable time, any other Owner may bring appropriate legal action to compel the Owner to perform this obligation. All plans and specifications for the reconstruction, repair or rebuilding of any damaged or destroyed improvements shall be subject to approval by the City and the requirements of this Declaration.

4.6 Party Fences. The Owners of a Party Fence shall be responsible for maintaining, repairing and replacing it. The costs of such maintenance, repair and/or replacement shall be shared equally by the Owners; provided, however, that all costs of any maintenance, repair or replacement necessitated by the negligent or willful action of an Owner shall be borne by that Owner. In the absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed

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by an Owner shall entitle that Owner to a right of contribution from the other Owner of the Party Fence. The right of contribution shall be appurtenant to the Lot and shall pass to the successor(s) in interest of the Owner entitled to contribution

ARTICLE V

Easements

5.1 Easements. The Owners' ownership interests in the Lots are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances affecting title to any portion of the Project. Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

5.1.1 Utility Easements. Easements are created as shown on the Map for installation and maintenance of utility services, including public utilities, storm drainage facilities and sanitary sewer facilities. Any easements for installation, maintenance, use or repair of public utilities or drainage facilities which are dedicated on the Map or created by separate instrument recorded in the Official Records of the County shall be kept free of buildings, and no structure shall be placed or permitted to remain within such easements. All such easements shall be accessible to Declarant at all times until Declarant no longer has any ownership interest in the Property, and shall be accessible at all times to all persons installing, repairing, or maintaining such utilities and drainage facilities.

5.1.2 Encroachment. This Declaration reserves and grants for the benefit of each Lot, as the dominant tenement, over, under and across each other Lot, as the servient tenement, non-exclusive easements for encroachment, support, occupancy and use of such portions of the Lots as are encroached upon, used and occupied by the dominant tenement as a result of any original construction, design, accretion, erosion, addition, deterioration, decay, movement, settlement, shifting or subsidence of any building or structure or any portion thereof, or any other cause. If any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure which is rebuilt pursuant to the original construction design. An easement for the maintenance of the encroaching Improvement shall exist for as long as the encroachments exist; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of any Lot owner. Any easement of encroachment may, but need not be, cured by repair and restoration of the structure or other Improvement in question.

5.2 Additional Easements. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration shall be subject to all easements previously or hereafter granted by

Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Project.

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ARTICLE VI

Declarant's Development Rights

6.1 Limitation on Restrictions. Declarant is undertaking the construction of single-family Residences and incidental Improvements within the Project. The completion of that work and the sale, rental and other transfer or conveyance of said Residences is essential to the establishment and welfare of the Project as a residential community. In order that said work may be completed and the Project established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

6.1.1 Prevent Declarant, its contractors or subcontractors, from doing on the Project or any Lot whatever is reasonably necessary or advisable in connection with the completion of said work; or

6.1.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or part of the Project, including property, if any, annexed thereto, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing the Project as a residential community and transferring or conveying the same in parcels by sale, lease, or otherwise; or

6.1.3 Prevent Declarant from otherwise conducting on any part of the Project, including property, if any, annexed thereto, its business of completing said work and of establishing the Project as a residential community and of transferring or conveying of the Project in parcels or Lots by sale, lease or otherwise; or

6.1.4 Prevent Declarant from maintaining such promotional, informational and directional signs and other sales aids on any portion of the Project as Declarant may deem necessary or desirable for the sale, lease or other transfer thereof; or

6.1.5 Prevent Declarant from revising or changing the original design of all or any part of the proposed Improvements within the Project; or

6.1.6 Prevent Declarant from using Lots and Improvements owned by it as model homes, sales offices and construction offices.

ARTICLE VII

Miscellaneous Provisions

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7.1 Terms of Declaration. The provisions of this Declaration shall continue in effect for a term of fifty (50) years from the date of recordation of this Declaration; thereafter this Declaration shall be automatically extended for successive periods of ten (10) years until a majority vote of the Owners shall determine that this Declaration shall terminate.

7.2 Amendments. This Declaration may be amended or terminated at any time by the Owners of not less than sixty-seven percent (67%) of the total number of Lots within the Property. However, for so long as Declarant owns two or more Lots, Declarant's written consent to any proposed amendment or termination of this Declaration must be obtained as a condition to the effectiveness of the same. Any such amendment or termination shall be effective upon the recordation in the Official Records of the County of an instrument executed by said Owners and Declarant (if its consent is required) in the manner provided by law for the conveyance of real property, and upon such recordation the amendment or termination shall be valid and binding upon all Owners, and their successors in interest.

7.3 Enforcement. Any Owner shall have the right to institute such legal action as may be necessary to enforce the easements, covenants and restrictions set forth in this Declaration, or to recover damages from any other Owner(s) for a violation of the provisions hereof. Each remedy provided by this Declaration is cumulative and not exclusive. The failure to enforce the provisions of any easements, covenants or restrictions contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration. Declarant shall not be responsible to enforce the easements, covenants and restrictions of this Declaration if Declarant is not an owner of any real property described in Article 1.1.1, or if Declarant determines, in its sole and arbitrary discretion, that such enforcement would not be economically justifiable or in the best interests of the Project.

7.4 Subordination. A breach of any of the provisions contained herein or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith or for value on any Lot, or any part thereof, but said provisions shall be binding upon and effective against any Owner of said Lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

7.5 Construction of Provisions. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of the Project.

7.6 Binding. This Declaration shall be for the benefit of and shall be binding upon all Owners and their respective heirs, executors, personal representatives, successors and assigns.

7.7 Severability of Provisions. The provisions of this Declaration shall be deemed independent and severable. The invalidity of any particular provision or provisions shall not affect the validity or enforceability of any other provisions of this Declaration.

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7.8 Gender, Number and Captions. As used herein, the singular shall include the plural and the masculine shall include the feminine. The titles and captions of the sections and subsections of this Declaration are not a part hereof and shall not affect the construction or interpretation of any part of this Declaration.

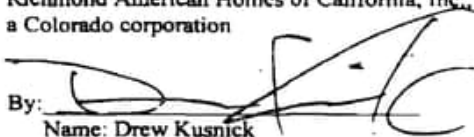
7.9 Redistribution of Management Documents. Upon the sale of any Lot by any Owner, the Owner shall supply the buyer of the Lot with a copy of this Declaration.

7.10 Arbitration. If any dispute or controversy arises between any of the Owners with respect to this Declaration, the same shall, at the election of any such Owner, be submitted to arbitration in accordance with the rules and procedures of JAMS/Endispute and shall be conducted at its office nearest to the Property. The cost of arbitration and reasonable travel costs shall be borne by the losing party or in such proportion as the arbitrator may decide.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration: effective as of the day and year first above written.

DECLARANT:

Richmond American Homes of California, Inc.,  
a Colorado corporation

By:   
Name: Drew Kusnick  
Title: President

By:  6-25-99  
Name: Vin Rover  
Title: V.P. Land and Planning

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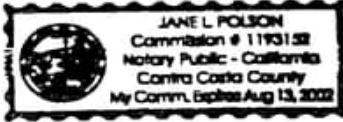
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State of California, County of CONTRA COSTA

On this 28 day of JUNE, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared DREW KUSNICK, personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.



Jane L. Polson  
Notary Public in and for said State

State of California, County of CONTRA COSTA

On this 25 day of JUNE, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Vin ROVER, personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.



Jane L. Polson  
Notary Public in and for said State

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Recording Requested By /  
Return To:  
OWNING CORPORATION  
1 CITY BLVD WEST, SUITE 1500  
ORANGE, CA 92868  
(833) 209-6464  
ATTN: KEVIN FRIEDMAN

20209008427100013  
CONTRA COSTA Co Recorder Office  
DEBORAH COOPER, Clerk-Recorder  
DOC 2020-0084271-00  
Acct 2027-SPL Orange Coast Title San Jose  
Tuesday, MAY 05, 2020 09:44:34  
SB2 \$75.00|MOD \$13.00|REC \$23.00  
FTC \$12.00|DAF \$2.70|REF \$0.30  
MIC \$1.00|ERD \$1.00|  
Ttl Pd \$128.00 Nbr-0003765404  
MLB/RC/1-13

Prepared By:

OWNING CORPORATION  
1 CITY BLVD WEST, SUITE 1500  
ORANGE, CA 92868  
(833) 209-6464

[Space Above This Line For Recording Data]

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**DEED OF TRUST**

**ATLAS**  
Loan #: 5104252458  
MIN: 101490251042524589  
MERS Phone: 1-888-679-6377  
PIN: 019-390-034-7

Trustor/Borrower:  
**ROBERT P ATLAS**  
1792 CORTE VISTA STREET, BRENTWOOD, CA 94513

Property Address: 1792 CORTE VISTA STREET, BRENTWOOD, CA 94513

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **APRIL 25, 2020**, together with all Riders to this document.
- (B) "Borrower" is **ROBERT P. ATLAS, AN UNMARRIED MAN**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **OWNING CORPORATION**. Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA**. Lender's address is **1 CITY BLVD WEST, SUITE 1500, ORANGE, CA 92868**.
- (D) "Trustee" is **ORANGE COAST TITLE COMPANY**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **APRIL 25, 2020**. The Note states that Borrower owes Lender **FOUR HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$434,900.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2050**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note,



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and all sums due under this Security Instrument, plus interest.

**(I) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Other(s) [specify]             |   |

**(J) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(K) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(L) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(M) "Escrow Items"** means those items that are described in Section 3.

**(N) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(O) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(P) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(R) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CONTRA COSTA:

**SEE ATTACHED EXHIBIT A**

which currently has the address of **1792 CORTE VISTA STREET, BRENTWOOD, CA 94513** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of



Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage



Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used



by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument,



whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost



substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the



Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.





If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c)



pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with



Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



5104252458

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

*Robert P. Atlas*

- BORROWER - ROBERT P ATLAS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On 04/25/2020 before me, Ivan Stoyanov Terziski, Notary Public  
(here insert name and title of the officer)

personally appeared

Robert P Atlas

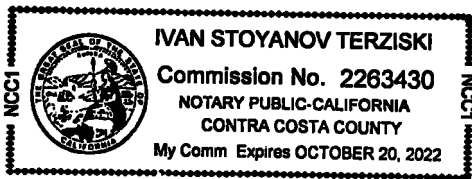
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]* (Seal)



Individual Loan Originator: **KEVIN FRIEDMAN**, NMLSR ID: **325815**  
Loan Originator Organization: **OWNING CORPORATION**, NMLSR ID: **1797976**



004605104252458

**Exhibit "A"**

Lot 34, as shown on subdivision 8170, filed May 3, 1999 in Map Book 409 at Page 36, Official Records.

Excepting therefrom:

1) Mineral rights reserved in the deed to Robert E. Palladino, et al, recorded March 15, 1966, in Book 5077 official records, Page 389, as follows:

An undivided one-half (1/2) of all oil gas, casinghead gasoline and other hydrocarbon and mineral substances, situated or located in all or any part or portion of the lands described herein lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said oil gas, casinghead gasoline and other hydrocarbon and mineral substances lying below a depth of more than five hundred feet (500') below the surface thereof; but without any rights whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof.

The rights to the surface and below the surface to a depth of 500 feet vertical distance from the surface thereof was relinquished by quitclaim deed recorded February 13, 1998, Series No. 98-30173.

2) all minerals and any remaining interest in and to all oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas now or

Hereafter found, situated or located in all or any portion of the lands described herein lying more than five hundred feet below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred feet below the surface thereof, but without any right whatsoever to enter upon the surface of said lands or upon any portion thereof within five hundred feet vertical distance below the surface thereof, as reserved in the grant deed to Richmond American Homes of California, Inc., a Colorado Corporation, recorded January 29, 1999, Series No. 99-25987.

3) all interest in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through and to use and occupy all parts of the property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said property or other lands, but without, however, any right to use either surface of the property or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever or to use the property in such a manner as to create a disturbance to the use or enjoyment of, or to adversely affect in any way, either the surface of the property or any portion thereof within five hundred (500) feet of the surface, as reserved in the grant deed to Richmond American Homes of California, Inc., a Colorado Corporation, recorded January 29, 1999, Series No. 99-25987.

4) The following, as set forth on the filed Map:

"The undersigned hereby relinquishes to the City of Brentwood all interest in subsurface mineral rights and water rights below 300 feet that they may have."



Electronically Recorded  
CONTRA COSTA Co Recorder Office  
DEBORAH COOPER, Clerk-Recorder



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Online Dept. - 888.507.4593

B. E-MAIL CONTACT AT FILER (optional)

online@ficoso.com

Recording Requested By

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST CORPORATE SOLUTIONS INC.  
914 S Street

Sacramento CA. 95811

UCC1-619220

Contra Costa County

DOC - 2021-0080044

Wednesday, Mar 17, 2021 08:09:00

SB2 Fee: \$75.00

Total Paid: \$98.00

Receipt #: 202100059032

1468 - SIMPLIFILE First Corporate Solutio

185 / MNPC / 1-3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	ATLAS		ROBERT		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1792 Corte Vista Street		Brentwood	CA	94513	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	Technology Credit Union		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2010 North First Street		San Jose	CA	95131	USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN PHOTOVOLTAIC SOLAR ENERGY EQUIPMENT (IF ANY), INCLUDING BUT NOT LIMITED TO SOLAR INTEGRATED ROOF, ROOFTOP SOLAR PANELS, ELECTRICAL INVERTERS, CABLES AND WIRES, SUPPORT BRACKETS, RELATED EQUIPMENT, MONITORING EQUIPMENT, SMART METERS AND ADDITIONS OR REPLACEMENTS OF THE SAME. IN ADDITION, THE SECURITY INTEREST INCLUDES ALL WARRANTIES ISSUED WITH RESPECT TO THE REFERENCED COLLATERAL, ANY RENEWABLE ENERGY OR CARBON CERTIFICATES OR CREDITS (REFERRED TO, AMONG OTHER THINGS, AS "SRECS"), ANY RENEWABLE ENERGY PRODUCTION INCENTIVES ("PERFORMANCE-BASED INCENTIVES"), AND ANY OTHER ECONOMIC BENEFITS RELATED TO INCENTIVES TO SUPPORT RENEWABLE ENERGY

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

[UCC1-619220] 18645

### UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME	
OR	
9b. INDIVIDUAL'S SURNAME	
ATLAS	
FIRST PERSONAL NAME	
ROBERT	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME					
OR					
10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX	
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

PRODUCTION THAT BORROWER MAY RECEIVE OR BE ENTITLED TO AS A RESULT OF THE PHOTOVOLTAIC SOLAR ENERGY EQUIPMENT.

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p> <p>Robert P. Atlas, ttee of the 2020 Robert P. Atlas Trust</p>	<p>14. This FINANCING STATEMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:</p> <p>PROPERTY LOCATED IN COUNTY OF CONTRA COSTA CITY OF BRENTWOOD STATE OF CA; COMMONLY KNOWN AS 1792 CORTE VISTA STREET, BRENTWOOD, CA 94513; APN: 019-390-034-7</p> <p>For title reference deed recorded 10/01/2020 with the Contra Costa County Recorder, Instrument No. 2020-0224354</p> <p>LEGAL DESCRIPTION: See Exhibit A.</p>
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17. MISCELLANEOUS:

# EXHIBIT A

**LOT 34, AS SHOWN ON SUBDIVISION 8170, FILED MAY 3, 1999 IN MAP BOOK 409 AT PAGE 36,  
OFFICIAL RECORDS.**