



2550 Ventura Avenue
Santa Rosa, CA 95403

p: (707) 565-1900
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Scott Orr
Director

Michelle Arellano
Administration

Nathan Quarles
Engineering and Construction

Cecily Condon
Planning

Steve Mosiurchak
Fire Marshal

May 11, 2026

To: Interested Agencies

The following application has been filed with the Sonoma County Permit and Resource Management Department.

File Number: UPE26-0014
Applicant Name: Mike Ghilotti
Owner Name: same
Site Address: 175 Scenic Ave., Santa Rosa
APN: 045-013-035
Zoning: M3, F2 OAK RC100/25 VOH

Project Description: Use Permit for contractor storage yard on a M3 zoned 9.98 acre parcel.

We are submitting the above application for your review and recommendation. Additional information is on file in this office.

Responses to referrals should include a combination of any or all of the following details:

- (1) Statement of any environmental concerns or uncertainties your agency may have with the project.
- (2) Comments you wish to make regarding the merits of the project.
- (3) Identification of any missing information or application submittals that will preclude you from providing conditions and mitigations for this project in the future.
- (4) Your proposed conditions of approval and/or mitigations for this project.

After reviewing this application, please respond to the planner with your *marked* response below:

- Conditions will be provided and no further information is necessary.
- Conditions will be provided and additional information is necessary.
- Comments and/or concerns.
- No comments or conditions.

Responsible agencies under CEQA are requested to indicate whether permits will be required for this project.

Your comments will be appreciated by May 26, 2026, and should be sent to the attention of:

UPE26-0014, Adam Sharron (Adam.Sharron@sonomacounty.gov). The Project Planner can also be reached at (707) 565-7389. **If no response is received by May 26, 2026, it will be assumed that no comments or conditions will be provided.**

Please send a copy of your comments to the applicant(s) or their representatives as indicated on the attached Planning Application.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Code Enforcement | <input checked="" type="checkbox"/> NW Information Center, S.S.U. |
| <input checked="" type="checkbox"/> Fire Prevention | <input checked="" type="checkbox"/> Local Fire District – Sonoma County FPD |
| <input checked="" type="checkbox"/> Grading and Storm Water | <input checked="" type="checkbox"/> Recology Sonoma Marin (Disposal) |
| <input checked="" type="checkbox"/> Management Group | <input checked="" type="checkbox"/> Caltrans-State Dept of Transportation |
| <input checked="" type="checkbox"/> Natural Resources | <input checked="" type="checkbox"/> Regional Water QCB: North Coast |
| <input checked="" type="checkbox"/> SUSMP | <input checked="" type="checkbox"/> U.S. Army Corps of Engineers |
| <input checked="" type="checkbox"/> Well & Septic | <input checked="" type="checkbox"/> U.S. Fish and Wildlife |
| <input checked="" type="checkbox"/> Dist. 5 Director and Commissioners | <input checked="" type="checkbox"/> Sonoma MOAG |
| <input checked="" type="checkbox"/> Sheriff Community Service Officer | <input checked="" type="checkbox"/> Tribal Notification |
| <input checked="" type="checkbox"/> SPI (DTPW), Land Development | <input checked="" type="checkbox"/> Sonoma Marin Area Rail Transit (SMART) |
| <input checked="" type="checkbox"/> SPI (DTPW), Drainage | |
| <input checked="" type="checkbox"/> Trans Authority/RCPA | |
| <input checked="" type="checkbox"/> Transit/BPAC | |

Planning Application

PJR-001

Application Type(s):

- Admin Cert. Compliance
 Ag. or Timber Preserve/Contract
 Conditional Cert. of Compliance
 Cert. of Modification
 Coastal Permit
 Zoning Permit for: _____

- Design Review Admin.
 Design Review Full
 General Plan Amendment
 Lot Line Adjustment
 Major Subdivision

File # _____

- Minor Subdivision
 Voluntary Merger
 Ordinance Interpretation
 Second Unit Permit
 Specific/Area Plan Amendment
 Use Permit
 Variance
 Zone Change
 Other: _____

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to Sonoma County PRMD, I understand and authorize PRMD to post this application to the internet for public information purposes, including my contact information.

PRINT CLEARLY

APPLICANT				OWNER (IF OTHER THAN APPLICANT)			
Name Mike Ghilotti				Name			
Mailing Address 525 Jacoby Street				Mailing Address			
City San Rafael		State CA	Zip 94901	City		State	Zip
Day Ph (415) 454-7011		Email mikeg@gb1914.com		Day Ph ()		Email	
Signature 		Date 3-17-26		Signature		Date	
Billing Responsible Party (At-Cost Only)				<input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Other: _____			

OTHER PERSONS TO RECEIVE CORRESPONDENCE

Name/Title Andrew DeZurik/Project Manager (BKF Engineers)				Name/Title			
Mailing Address 111 Santa Rosa Ave, Suite 100				Mailing Address			
City Santa Rosa		State CA	Zip 95404	City		State	Zip
Day Ph (707) 583-8500		Email adezurik@bkf.com		Day Ph ()		Email	

PROJECT INFORMATION

Address(es) 175 Scenic Ave			City Santa Rosa		
Assessor's Parcel Number(s) 045-013-035					
Project Description See attached.					
Acreage 7.34			Number of new lots proposed 0		
Site Served by Public Water? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Site Served by Public Sewer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

TO BE COMPLETED BY PRMD STAFF

Planning Area		Supervisorial District		<input type="checkbox"/> Critical Habitat		<input type="checkbox"/> Urban Service		Groundwater		<input type="checkbox"/> 1 / 2	
Current Zoning				<input type="checkbox"/> NPDES		<input type="checkbox"/> Williamson Act		Availability		<input type="checkbox"/> 3 / 4	
General Plan Land Use				Specific/Area Plan		Parcel Specific Policy		Subject to		<input type="checkbox"/> EX	
Application resolve planning violation? <input type="checkbox"/> Yes <input type="checkbox"/> No				Violation? <input type="checkbox"/> Yes <input type="checkbox"/> No		File No.		CEQA		<input type="checkbox"/> YES	
Previous Files				Penalty application? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Application accepted by				Date							
Approved by				Date							

Supplemental Application Information

PJR-126

Existing use of property: _____

_____ Acreage: _____

Existing structures on property: _____

Proximity to creeks, waterways and impoundment areas: _____

Vegetation on site: _____

General topography: _____

Surrounding uses to North: _____ South: _____
(Note: An adjoining East: _____ West: _____
road is not a use.)

New structures proposed
(size, height, type): _____

Number of employees: Full time: _____ Part time: _____ Seasonal: _____

Operating days: _____ Hours of operation: _____

Number of vehicles per day: Passenger: _____ Trucks: _____

Water source: _____ Sewage disposal: _____

Provider, if applicable: _____ Provider, if applicable: _____

New noise sources
(compressors, power tools, music, etc.): _____

Grading proposed: Amount of cut (cu. yds.): _____ Amount of fill (cu. yds.): _____ Will more
than one acre be disturbed by construction of access roads, site preparation and clearing, fill or
excavation, building removal, building construction, equipment staging and maintenance, or other
activities? Yes _____ No _____ If Yes, indicate area of disturbance(acres): _____
Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.):

Vegetation to be removed: _____

Will proposal require annexation to a district in order to obtain public services: Yes _____ No _____

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or
processed on this site? Yes _____ No _____

Will the use, storage, or processing of hazardous materials occur on this site in the future if this
project is authorized? Yes _____ No _____

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround,
building materials, etc): _____

Use Permit Project Description

175 Scenic Avenue

APN 045-013-035

Applicant intends to store construction material on the project site. The site will not be used as a batch plant, and mixing will be performed in trucks.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
58-000

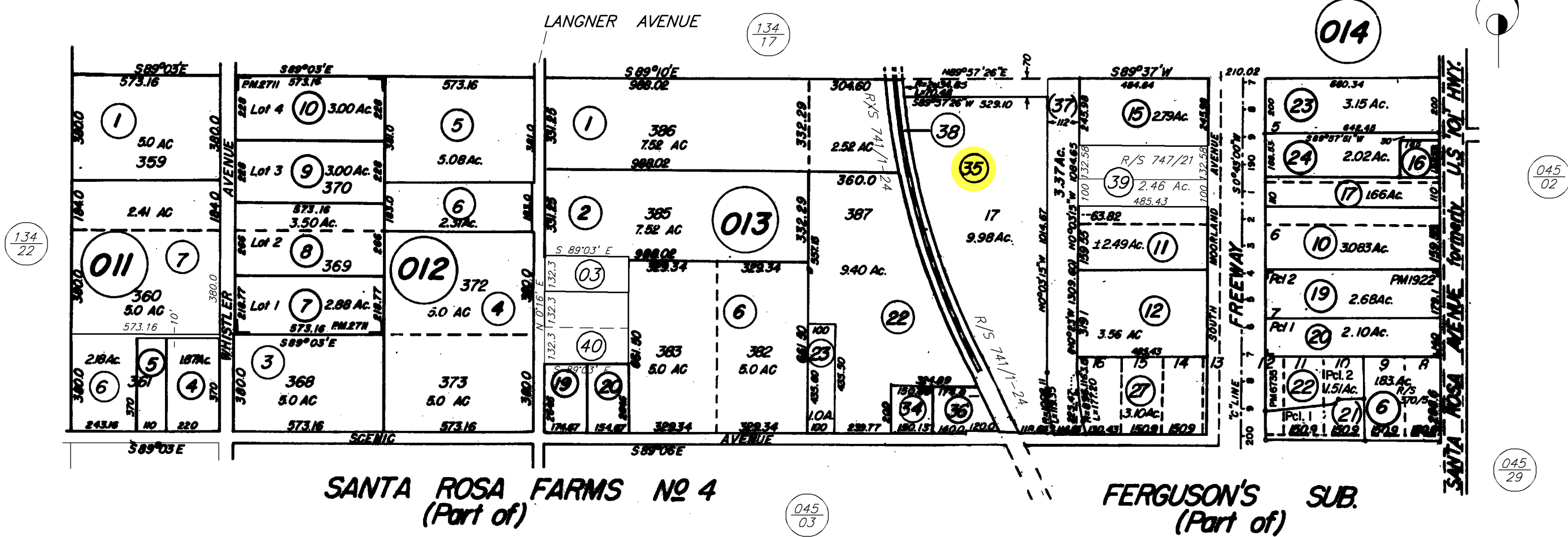
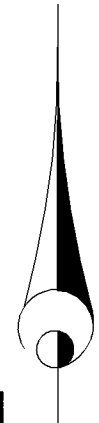
045-01

Parcel Map No. 1922
REC. 06-25-1970 IN BK. 145, MAPS, PGS. 14-00

Parcel Map No. 2711
REC. 12-20-1971 IN BK. 166, MAPS, PGS. 10-00

Parcel Map No. 6735
REC. 08-01-1979 IN BK. 290, MAPS, PGS. 45-00

SCALE: 1"=400'



SANTA ROSA FARMS NO 4
(Part of)

FERGUSON'S SUB.
(Part of)

- REVISED
- 09-12-97=AcCor-LSL
 - 03-01-06=07(011)-LW
 - 01-20-11=R/S-KB
 - 11-03-11=R/S BJ
 - 11-22-11=39(013) BJ
 - 02-07-12=Cor(011)-KB
 - 04-17-17=Cor(011)-KB
 - 04-22-21=40(013)-DS



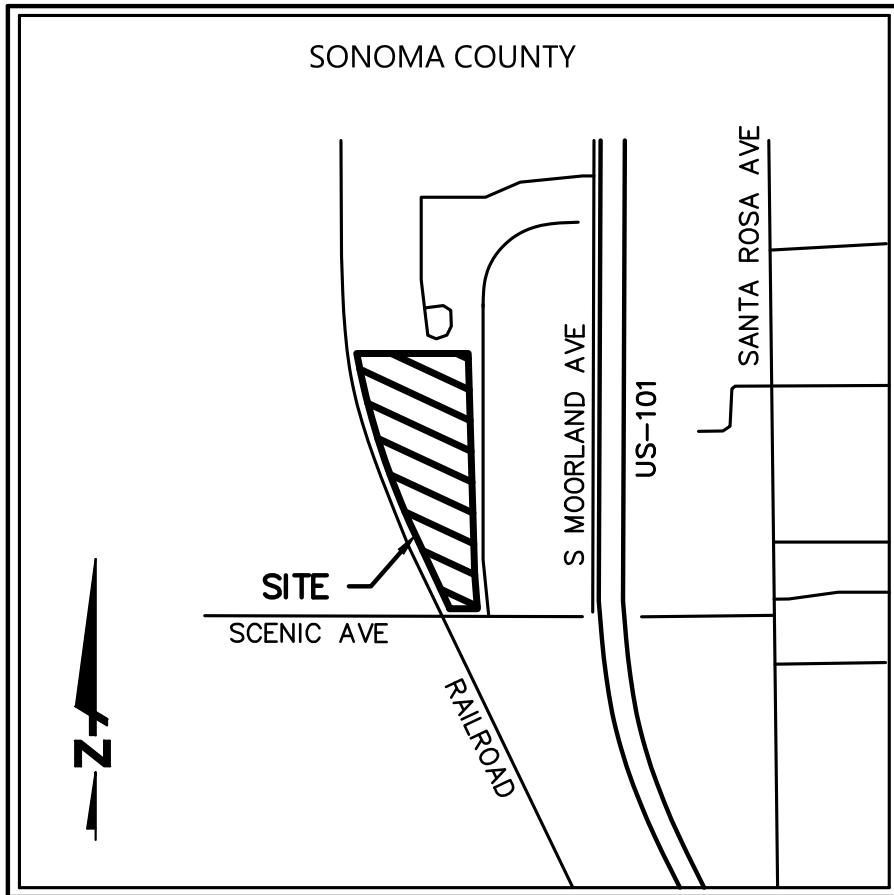
Assessor's Map Bk. 045, Pg. 01
Sonoma County, Calif. (ACAD)

HYBRID 1-20-11 KB

NOTE: This map was prepared for the Sonoma County Assessor for assessment purposes only and does not indicate parcel legality or valid building sites. To verify legal parcel status check with your city or county development or planning division. No liability is assumed for the accuracy of the data delineated.

175 SCENIC AVENUE

APN 045-013-035



VICINITY MAP

NOT TO SCALE



Sharmy Mayne
Title Officer

Stewart Title of California, Inc.
2850 Cordelia Rd, Ste 200
Fairfield, CA 94534
Phone:
Fax:
smayne@stewart.com

PRELIMINARY REPORT

Order No.: 1360558
Your File No.:
Buyer/Borrower Name: Pre Escrow
Seller Name: Frances Eve Dalley

Property Address: 175 Scenic Avenue, Santa Rosa, CA 95407

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

Dated as of January 24, 2022 at 7:30AM	Update No. 1
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When replying, please contact: Jessica Irwin, Escrow Officer

Stewart Title of California, Inc.
1777 Botelho Dr, Ste 108
Walnut Creek, CA 94596
(925) 272-5040
jessica.irwin@stewart.com

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
-

SCHEDULE A

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

FEE

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

[Marey Louise Dalley, Successor Trustee of the Dalley Family 1999 Revocable Trust](#), subject to Item No. 14, of Schedule B.

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Lot 17 of Ferguson's Subdivision of a portion of the Cotati Rancho of Section 11 and 14 in Township 6 North, Range 8 West, M.D.B. & M., filed October 15, 1920 [in Book 40 Page 2](#), of Maps, Sonoma County Records.

Excepting Therefrom that portion conveyed to the Sonoma County Flood Control and Water Conservation District by deed dated June 7, 1967 and recorded July 7, 1967 in [Book 2277 Page 137](#), of Official Records, Sonoma County Records.

APN: 045-013-035-000

(End of Legal Description)

[THE MAP\(S\)](#) CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE OF CALIFORNIA, INC. AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2022- 2023.
- B. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2021 - 2022:
 - 1st Installment : \$15,953.38
 - Status 1st : Paid
 - 2nd Installment: : \$15,953.38
 - Status 2nd : Open
 - Parcel No. : 045-013-035-000
 - Code Area/Tracer No. : 058000
- C. Property taxes have been declared defaulted for non-payment of delinquent taxes for the fiscal year(s) 2019 - 2020 for Parcel No. 045-013-035-000. Amounts due show as follows:
 - Amount: \$20,920.30; due by February 28, 2022
 - Amount: \$21,166.93; due by March 31, 2022
 - Amount: \$21,413.56; due by April 30, 2022Prior to recording, the final amounts due must be confirmed with tax collector.
- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- E. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

Exceptions:

- 1. Water rights, claims or title to water in or under the Land, whether or not shown by the public records.
- 2. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the public records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
- 3. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
- 4. Easement and rights incidental thereto for road purposes to the County of Sonoma, a political subdivision of the State of California, as set forth in a document recorded February 23, 1973 as Instrument No. 20519 in [Book 2737 Page 971](#) of Official Records.

5. Matters contained in document entitled Assignment of Option to Purchase by and between Enviro Metal, Inc. and the Dalley Family 1999 Revocable Trust recorded March 5, 2007 as Instrument No. [2007024751](#) of Official Records.
6. Notice of Abatement Proceedings, executed by the Sonoma County Permit and Resource Management Department, recorded January 2, 2020, as Instrument No. [2020-000094](#) of Official Records.
7. Notice of Abatement Proceedings, executed by the Sonoma County Permit and Resource Management Department, recorded January 2, 2020, as Instrument No. [2020-000095](#) of Official Records.
8. Pending court action / Notice of Lis Pendens recorded June 4, 2020 as Instrument No. [2020043454](#) of Official Records
 Plaintiff : County of Sonoma
 Defendant : Frances Eve Dalley, Trustee of the Dalley Family 1999 Revocable Trust; Dalley Family 1999 Revocable Trust, and Dose 1 to 20 inclusive
 Case/Docket No : SCV-266371
9. Unsecured property taxes in the amount of \$183.74 and other amounts due thereunder, recorded March 10, 2021 as Instrument No. [2021027838](#) of Official Records.
10. Unsecured property taxes in the amount of \$163.71 and other amounts due thereunder, recorded March 10, 2021 as Instrument No. [2021028810](#) of Official Records.
11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
 Amount : \$26,739.25
 Dated : July 16, 2021
 Trustor : Marey Dalley, Trustee of the Dalley Family 1999 Revocable Trust
 Trustee : Old Republic Title Company, a California corporation
 Beneficiary : Ghilotti Bros., Inc., a California corporation
 Recorded : August 10, 2021 as [Instrument No. 2021090630](#) of Official Records.
12. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
 Amount : \$50,802.95
 Dated : July 16, 2021
 Trustor : Marey Dalley, Trustee of the Dalley Family 1999 Revocable Trust
 Trustee : Old Republic Title Company, a California corporation
 Beneficiary : Pauline M. Deixler
 Recorded : August 10, 2021 as [Instrument No. 2021091068](#) of Official Records.
13. An Abstract of judgment recorded August 12, 2021 as [Instrument No. 2021091733](#), of Official Records
 Court : Superior Court of California, County of Sonoma
 Case No. : SCV266371
 Entry Date : January 29, 2021
 Debtor : Frances Eve Dalley Trustee of the Dalley Family 1999 Revocable Trust
 Creditor : County of Sonoma
 Amount : \$97,054.50 and any other amounts due thereunder.
14. Matters contained in the Superior Court order appointing receiver, Case No. SCV 266371; a certified copy of which recorded August 10, 2021 as Instrument no. [2021093953](#), of Official Records

Receiver's Certificate no. ne, recorded September 10, 2021 as Instrument no. [2021102449](#) of Official Records.

15. Prior to recording, you must provide a certified copy of a court order authorizing the transaction by the Receiver and certified copies of any other court orders related to this matter for submission to underwriting for review and approval. Stewart Title Guaranty Company reserves the right to except additional items and/or make additional requirements upon review of the required documents set forth above.
16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$200,000.00
Dated : September 09, 2021
Trustor : Gerard F.Keena II, solely in his capacity as the court appointedreceiver
Trustee : Total Lender Solutions, Inc.
Beneficiary : Receivership Lending, LLC
Recorded : September 10, 2021 as [Instrument No. 2021102450](#) of Official Records.
17. Unsecured property taxes in the amount of \$162.33 and other amounts due thereunder, recorded December 2, 2021 as Instrument No. [2021129468](#) of Official Records.
18. Unsecured property taxes in the amount of \$181.58 and other amounts due thereunder, recorded December 2, 2021 as Instrument No. [2021130675](#) of Official Records.
19. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$69,000.00
Dated : (not shown)
Trustor : Marey Dalley, Trustee of the Dalley Family 1999 Revocable Trust
Trustee : Old Republic Title Company, a California corporation
Beneficiary : Pauline M. Deixler
Recorded : December 29, 2021 as [Instrument No. 2021140510](#) of Official Records.
20. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$21,747.16
Dated : Not shown
Trustor : Marey Dalley, Trustee of the Dalley Family 1999 Revocable Trust
Trustee : Old Republic Title Company, a California corporation
Beneficiary : Perry, Johnson, Anderson, Miller & Moskowitz, LLP
Recorded : December 29, 2021 as [Instrument No. 2021140511](#) of Official Records.
21. To assist in the clarifying, confirming and eliminating certain title matters, provide to Stewart Title, prior to recording, a completed Statement of Information for all identified and known Sellers/Owners in this transaction.
22. Please be advised that the search did not disclose any open deeds of trust. If you have knowledge of any outstanding obligations, please contact your title officer immediately for further review.
23. The effect of the existence of hazardous materials, if any, on in or under said land.
24. If title is to be insured in the trustee(s) of a trust or the trustee(s) act is to be insured, you must provide a full copy of the trust and any amendments thereto. In certain situations, you may be permitted to provide the STG Certification of Trust.
Please contact your title officer to discuss the above requirements.
The right is reserved to add requirements or additional items after completion of such review.

25. Any and all unrecorded leases and subleases affecting the herein described property.
26. Any facts, rights, interests or claims which would be disclosed by an inspection of the Land. An inspection of the Land has been ordered; upon completion, this exception will be updated.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review. The only transfers or conveyances shown in the public records within 24 months of the date of this report are:

Mary Louis Dalley, as Grantor and Henry Dalley, Jr., and Frances Eve Dalley, as Trustors, created the Dalley Family 1999 Revocable Trust, as Grantee recorded November 12, 2020 as Instrument No. 2020106368 of Official Records.

- B. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116.01-06 (or similar ALTA 22-06 equivalent), indicating that there is Commercial; known as 175 Scenic Avenue, Santa Rosa, CA 95407.
- C. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- D. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. Purchase Transactions Only - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing.
- F. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 100.2-06 (or a similar ALTA 9 equivalent), or, if applicable, the CLTA Endorsement Form 115.1-06 (or a similar ALTA 4 equivalent) or CLTA Endorsement Form 115.2-06 (or a similar ALTA 5 equivalent) to an ALTA Loan Policy, when issued.
- G. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00.
- H. Some counties, including San Francisco, require that a Transfer Tax Affidavit be completed and signed by the Grantor for each deed submitted for recording. This is in addition to a Preliminary Change of Ownership Report.
- I. In addition to County Transfer Tax (which is most typically \$1.10 per thousand), any conveyance may be subject to a City Transfer and/or Conveyance Tax, as follows.
- Alameda \$12.00 per thousand
 - Albany \$15.00 per thousand
 - Berkeley \$1,500,000 and less = \$15.00 per thousand
 - \$1,500,001 and above = \$25.00 per thousand
 - Culver City
 - 0.45% on amounts of \$1,499,999 or less
 - 1.5% on amounts from \$1,500,000 to \$2,999,999
 - 3% on amounts from \$3,000,000 to \$9,999,999
 - 4% on amounts \$10,000,000 and above.
- see www.culver/city.org/rptt for tax calculator and details

Emeryville \$12.00 per thousand
Hayward \$8.50 per thousand
Los Angeles \$4.50 per thousand
Mountain View \$3.30 per thousand
Oakland \$300,000 or less = \$10.00 per thousand
\$300,001 to \$2,000,000 = \$15.00 per thousand
\$2,000,001 to \$5,000,000 = \$17.50 per thousand
\$5,000,001 and above = \$25.00 per thousand
Palo Alto \$3.30 per thousand
Petaluma \$2.00 per thousand
Piedmont \$13.00 per thousand
Pomona \$2.20 per thousand
Redondo Beach \$2.20 per thousand
Richmond \$100 to \$999,999 = \$7.00 per thousand
\$1,000,000 to \$2,999,999 = \$12.50 per thousand
\$3,000,000 to \$9,999,999 = \$25.00 per thousand
\$10,000,000 and above = \$30.00 per thousand
Riverside \$1.10 per thousand
Sacramento \$2.75 per thousand
San Leandro \$11.00 per thousand
City and County of San Francisco Up to \$250,000 = \$5.00 per thousand
\$250,000 to \$999,999 = \$6.80 per thousand
\$1,000,000 to \$4,999,999 = \$7.50 per thousand
\$5,000,000 to \$9,999,999 = \$55.00 per thousand
\$10,000,000 to \$24,999,999 = \$60.00 per thousand
Above \$25,000,000 = \$30.00 per thousand
(Do not add the additional \$1.10 for County Tax, it is included)
San Jose \$3.30 per thousand
San Mateo \$5.00 per thousand
San Rafael \$2.00 per thousand
Santa Monica
\$3.00 (per thousand) on amounts \$4,999,999 or less
\$6.00 (per thousand) on amounts \$5,000,000 and above
<https://finance.smgov.net/fees-taxes/real-property-transfer-tax>
Santa Rosa \$2.00 per thousand
Vallejo \$3.30 per thousand
Woodland \$1.10 per thousand

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 1360558
Escrow No.: 1360558

The land referred to herein is situated in the State of California, County of Sonoma Unincorporated Area and described as follows:

Lot 17 of Ferguson's Subdivision of a portion of the Cotati Rancho of Section 11 and 14 in Township 6 North, Range 8 West, M.D.B. & M., filed October 15, 1920 [in Book 40 Page 2](#), of Maps, Sonoma County Records.

Excepting Therefrom that portion conveyed to the Sonoma County Flood Control and Water Conservation District by deed dated June 7, 1967 and recorded July 7, 1967 in [Book 2277 Page 137](#), of Official Records, Sonoma County Records.

APN: 045-013-035-000

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: August 4, 2021
File No.: 1360558
Property: 175 Scenic Avenue, Santa Rosa, CA 95407
From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. (“Stewart Title”) has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC (“Stewart Insurance”). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<i>Stewart Insurance Settlement Service</i>	<i>Charge or range of charges</i>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Frances Eve Dalley

Pre Escrow

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - c) resulting in no loss or damage to the insured claimant;
 - d) attaching or created subsequent to Date of Policy; or
 - e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the 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 of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

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

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;
 - 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 appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

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

LIMITATIONS ON COVERED RISKS

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

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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:

PART I

1. (a) 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.
(b) 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PART II

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
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.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) 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 by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy..

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)
EXCLUSIONS FROM COVERAGE**

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

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

File No.: 1360558

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 1360558

CERTIFICATION OF TRUST

(California Probate Code 18100.5)

IMPORTANT: THIS CERTIFICATION OF TRUST MUST BE FULLY COMPLETED

I/(We) _____
(Name of Trustee(s))

as Trustee(s) of the _____
(Name of Trust)

dated _____ (the "Trust") am/are providing the information set forth below at the request of Stewart Title Guaranty Company, a Texas corporation, and its policy issuing agent Stewart Title of California, Inc., a California corporation (hereafter collectively called "Company").

WHEREAS, Company has been requested to issue a title insurance policy on the real property described in Schedule "A" of the Preliminary Report or Commitment issued under order number 1360558; and

WHEREAS, Company has determined that information concerning the Trust is necessary to ascertain whether Company will be able to issue the requested policy of title insurance;

THEREFORE, acting in my/our capacity as Trustee(s) of the Trust, I/we hereby certify and confirm to Company that the information set forth below is accurate and correct.

1. The Trust identification number (SSN or employer Tax ID) is: _____
2. As set out in the Trust, the Settlor(s) of the Trust is/are:

3. The current active Trustee(s) of the Trust is/are:

4. As set out in the Trust, the powers of the Trustee(s) include: (check all that apply)
 The power to sell, convey and grant trust property.
 The power to hypothecate (borrow money and encumber/lien trust property).
 The power to invest and reinvest trust assets, including providing loans.
5. As set out in the Trust, are all currently active Trustee(s) required to execute documents when exercising the powers set forth above?
(circle one) YES NO
6. As set out in the Trust, the Trust is: (check the appropriate box) Revocable Irrevocable
7. As set out in the Trust, if it's revocable, the name(s) of the person(s) identified as having power to revoke the Trust is/are:

8. The Trust and the individual named Settlor(s) do not have any liens or money judgments pending, filed and/or recorded against the Trust and/or Settlor(s).
9. The Trust and/or the individually named Settlor(s) are not aware of any threatened, pending, or filed lawsuits nor have it/they settled any lawsuits within the three (3) calendar years immediately preceding the signing of this Certification.
10. By signing below, the undersigned Trustee(s) affirm that the Trust is in full force and effect and has not been revoked or terminated; in addition, the Trust has not been modified or amended in any manner which would cause the representations set forth herein to be incorrect.
11. Is this Certification of Trust is being executed by all currently active Trustees of the Trust? (circle one) YES NO
If "NO," please explain: _____

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: 1360558

Address/Location: 175 Scenic Avenue, Santa Rosa, CA 95407

APN: 045-013-035-000

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: **(If none, please state "none")**

5. All assessments, if any, by any association – owner, community or homeowner – are paid current or are not yet due and payable.
6. There are no pending contemplated repairs/improvements to the Property, except the following: **(If none, please state "none")**

7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

8. Affiant is not aware of the existence of any of the following:
 - a. Improvements encroaching into any easements or over any boundary lines of the Property.
 - b. Adjoining property improvements encroaching onto the Property.
 - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
 - e. Pending repairs/improvements to the adjacent street(s).
 - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
 - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
 - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g. supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8k, except as follows: (If none, please state "none")

9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: **(If none, please state "none")**

-
11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

<u>Creditor</u>	<u>Approximate Balance</u>

12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following: **(If none, please state "none")**

-
13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
-

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Frances Eve Dalley

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

State of California)
) ss.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

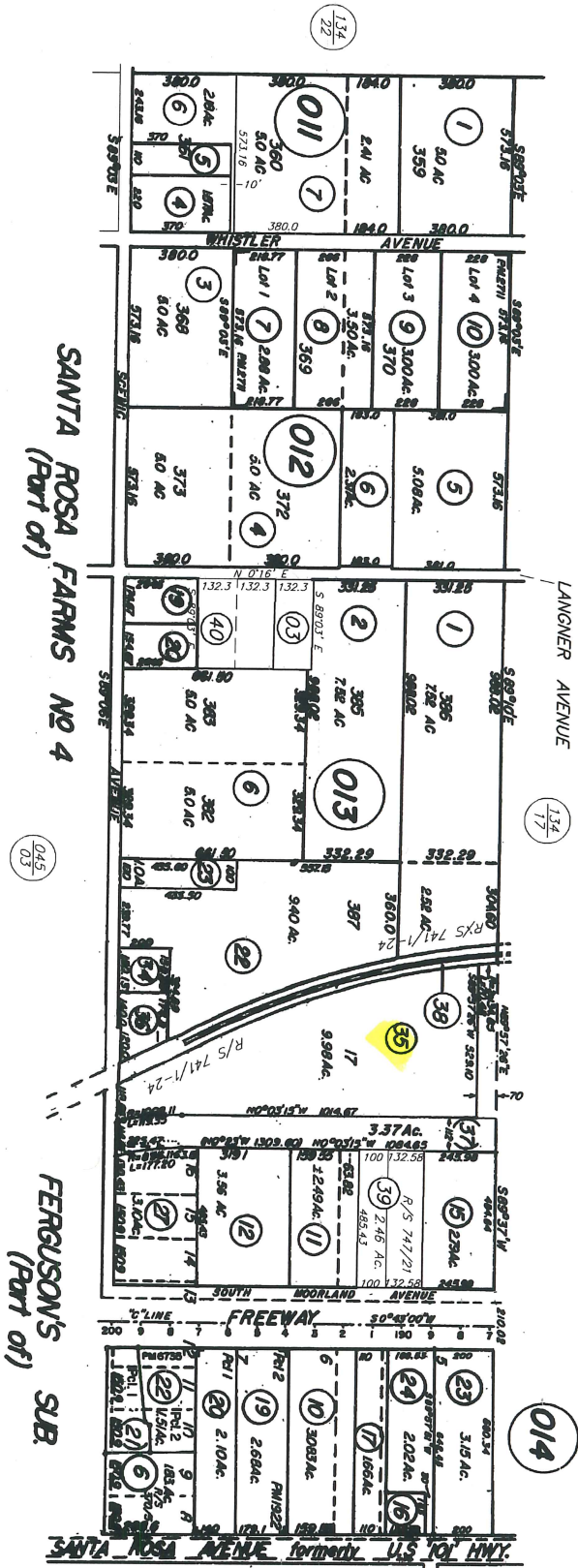
COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
58-000

045-01

Parcel Map No. 1922
REC. 06-25-1970 IN BK. 145, MAPS, PGS. 14-00
Parcel Map No. 2711
REC. 12-20-1971 IN BK. 166, MAPS, PGS. 10-00
Parcel Map No. 6735
REC. 08-01-1979 IN BK. 290, MAPS, PGS. 45-00

SCALE: 1"=400'



- REVISED
- 09-12-97=ACOR+LSL
 - 03-01-06=07(011)-LW
 - 01-20-11=R/S-KB
 - 11-03-11=R/S-BU
 - 11-22-11=38(013) BU
 - 02-07-12=Cd(011)-KB
 - 04-17-17=Cd(011)-KB
 - 04-22-21=40(013)-DS



Assessor's Map Bk. 045, Pg. 01
Sonoma County, Calif. (ACAD)
HYBRID 1-20-11 KB

NOTE: This map was prepared for the Sonoma County Assessor for assessment purposes only and does not indicate parcel legality or valid building sites. To verify legal parcel status check with your city or county development or planning division. No liability is assumed for the accuracy of the data delineated.