



January 8, 2019

*Via Email and FedEx*

San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102  
Attn: Real Estate Director  
Balboa Reservoir Project

San Francisco Office of Economic and  
Workforce Development  
Joint Development Division  
1 Dr. Carlton B. Goodlett Pl., Room 448  
San Francisco, CA 94012  
Attn: Director of Development

City Attorney's Office  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Elizabeth Dietrich

Re: Title Objection Letter of Reservoir Community Partners, LLC, a Delaware limited liability company ("**Developer**") under that certain Exclusive Negotiation Agreement, dated as of December 8, 2017 (the "**Agreement**"), by and between City and County of San Francisco, a municipal corporation acting by and through the San Francisco Public Utilities Commission ("**SFPUC**"), for certain real property commonly known as Balboa Reservoir in San Francisco, California (collectively, the "**Property**")

To Whom it May Concern:

Pursuant to the Agreement, we are hereby notifying you of Developer's objections to title with respect to the Property. All references to the "**Title Report**" shall mean that certain Preliminary Report issued by Chicago Title Company ("**CTC**"), dated as of July 23, 2018, Order No. 15605681-156, a copy of which is enclosed herewith. All references to the "**Survey**" shall mean the Due Diligence Survey prepared by Carlile Macy dated March 23, 2018. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement. Nothing in this letter shall be construed as a limitation or waiver of Developer's rights under the Agreement.

**Objections Title Report.**

Legal Description: Block 3180 / Lot 194 is incorrectly included in the legal description for this Property. This parcel (located to the southeast of the Property) is not related to the proposed development of the Property, does not share a property line with the Property, and should therefore be removed from the legal description.

Exception 16: Objection. This Memorandum of Ground Lease relates to a separate, unrelated project involving property adjacent to Ocean Avenue, and has no bearing on or impact to the subject Property. This exception should be deleted and removed from the title policy at closing.

Exception 17: Objection. This agreement relates to a separate, unrelated project involving property adjacent to Ocean Avenue, and has no bearing on or impact to the subject Property. This exception should be deleted and removed from the title policy at closing.

### **Objections to Items Depicted on Survey.**

Developer has ordered an update to the Survey and will provide CTC and SFPUC with a copy upon completion. Developer has the following objections to items appearing on the Survey but not appearing on the Title Report:

- Utility / Sewer Flows within Access Easement: The Survey notes that sanitary storm and sewer lines are located within the access easement described in Book K649, Page 0119 (“**Access Easement**”) and plotted on the Survey. Such utility or sewer flow rights are not among the rights granted by the Access Easement. Developer objects to this unrecorded and undocumented use of the Access Easement for sanitary storm and sewer lines.
- Ingress / Egress for Archbishop Riordan High School: According to a visual inspection of the Property, and as noted on the Survey, there exists an apparent vehicular access point in the Northeast corner of the Property, adjacent to Block 3180 / Lot 2, on which the Archbishop Riordan High School (“**School**”) is located, with a sliding gate separating the parcels. It appears that the School utilizes this means of vehicular ingress and egress to travel from Block 3180 / Lot 2 to Block 3180 / Lot 191. Developer objects to this unrecorded and undocumented vehicular access easement.

### **Other Objections.**

Developer is aware that there are underground geothermal facilities encroaching onto the Property from the eastern property line, from the San Francisco Community College District parcel (Block 3180, Lot 191). These underground facilities are an unrecorded and undocumented encroachment onto the Property, and are not included in the Title Report or depicted on the Survey. Developer objects to this encroachment.

Notwithstanding the foregoing, Developer reserves the right to object to any matters contained in any new or updated title report, which were not shown in the Title Report, any matters shown on or disclosed by any new or updated Survey, and any other encroachment or other defect discovered by Developer with respect to the Property.

Thank you for your prompt attention.

Sincerely,



Ashley E. Breakfield

Enclosures

cc: Joe Kirchofer (via e-mail)  
Nora Collins (via e-mail)  
Kearstin Dischinger (via e-mail)  
CTC (via e-mail)  
CJ Higley (via e-mail)





Issuing Policies of Chicago Title Insurance Company

Order No.: 15605681-156-TJK-JM

Title Officer: Jeff Martin

TO:

**Chicago Title Company**  
**455 Market Street, Suite 2100**  
**San Francisco, CA 94105**  
**(415) 788-0871**  
**(415) 896-9423**

Escrow Officer: Terina J. Kung  
455 Market Street, Suite 2100  
San Francisco, CA 94105  
(415) 788-0871  
(415) 896-9423

ATTN: Terina J. Kung

**PROPERTY ADDRESS: Block 3180 Lots 190 & 194, (Balboa Reservoir), San Francisco, CA**

**PRELIMINARY REPORT – AMENDMENT “A”**

*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(s) of title insurance to be issued hereunder will be policy(s) 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.***

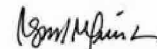
Chicago Title Company

By: 

Authorized Signature



By:



Randy Quirk, President

Attest:



Michael Gravelle, Secretary





## PRELIMINARY REPORT – AMENDMENT “A”

**EFFECTIVE DATE:** July 23, 2018 at 7:30 a.m.

**ORDER NO.:** 15605681-156-TJK-JM

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

**ALTA Extended Owners Policy (6-17-06)**  
**ALTA Extended Loan Policy (6-17-06)**

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

**A Fee as to Parcels One and Two and Easement as to Parcels Three and Four**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**City and County of San Francisco, a municipal corporation**

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

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

**PARCEL ONE:**

A PORTION OF THAT CERTAIN TRACT DESCRIBED AS PARCEL 22 IN THAT CERTAIN DEED FROM THE SPRING VALLEY WATER COMPANY, A CORPORATION, TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED MARCH 3, 1930, IN BOOK 2002 AT PAGE 1, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, ALSO BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN DEED FROM THE CITY AND COUNTY OF SAN FRANCISCO TO THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, RECORDED OCTOBER 15, 1992 IN BOOK F-734, PAGE 746, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN DEED FROM THE CITY AND COUNTY OF SAN FRANCISCO, TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, RECORDED JULY 28, 1947, IN BOOK 4661 AT PAGE 278, OFFICIAL RECORDS, FROM WHICH THE SOUTHEASTERLY CORNER OF SAID PARCEL BEARS NORTH 89° 36' 00" EAST, 366.02 FEET DISTANT; SAID CORNER ALSO BEING ON THE WESTERLY LINE OF PHELAN AVENUE, (78.403 FEET WIDE), AS NOW ESTABLISHED AND SHOWN ON THAT CERTAIN MAP ENTITLED "MAP SHOWING THE WIDENING OF PHELAN AVENUE & OCEAN AVENUE FROM OCEAN AVENUE TO JUDSON AVENUE" FILED FEBRUARY 15, 1954 IN BOOK R OF MAPS AT PAGE 56, OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID PARCEL

1. SOUTH 89° 36' 00" WEST 656.18 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE NORTHWESTERLY CORNER OF SAID PARCEL 22; THENCE SOUTHERLY ALONG THE WESTERLY, LINE OF LAST SAID PARCEL

2. SOUTH 00° 24' 00" EAST, 1078.75 FEET TO A POINT, FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL 22, SAID CORNER ALSO BEING ON THE NORTHERLY LINE OF OCEAN AVENUE (80.00 FEET WIDE), BEARS SOUTH 00° 24' 00" EAST, 155.32 FEET DISTANT; THENCE LEAVING THE LINE OF SAID PARCEL 22 AND ALONG THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN SAID DEED FROM THE CITY AND COUNTY OF SAN FRANCISCO TO THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

3. SOUTH 75° 22' 33" EAST 584.33 FEET; THENCE

4. NORTH 14° 38' 04" EAST 13.86 FEET; THENCE

5. NORTH 89° 01' 17" EAST 94.17 FEET TO A POINT WESTERLY 366.02 FEET PERPENDICULARLY DISTANT FROM THE WESTERLY LINE OF SAID PHELAN AVENUE; THENCE LEAVING SAID SOUTHERLY LINE ALONG A LINE PARALLEL WITH AND WESTERLY 366.02 FEET PERPENDICULARLY DISTANT FROM SAID WESTERLY LINE OF PHELAN AVENUE

6. NORTH 00° 40' 45" WEST 1215.91 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED FEBRUARY 15, 2012, AS INSTRUMENT NO. 2012-J355048-00, REEL K584, IMAGE 0927 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

ASSESSOR'S PARCEL NO. : LOT 190, BLOCK 3180 (FORMERLY PORTION OF LOT 001, BLOCK 3180)

**PARCEL TWO:**

A PORTION OF THAT CERTAIN TRACT DESCRIBED AS PARCEL 22 IN THAT CERTAIN DEED FROM THE SPRING VALLEY WATER COMPANY, A CORPORATION, TO THE CITY AND COUNTY OF SAN FRANCISCO,

## EXHIBIT A (Continued)

A MUNICIPAL CORPORATION, RECORDED MARCH 3, 1930, IN BOOK 2002 AT PAGE 1, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN DEED FROM THE CITY AND COUNTY OF SAN FRANCISCO, TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, RECORDED JULY 28, 1947, IN BOOK 4661 AT PAGE 278, OFFICIAL RECORDS, SAID CORNER ALSO BEING ON THE WESTERLY OF PHELAN AVENUE, (78.403 FEET WIDE), AS NOW ESTABLISHED AND SHOWN ON THAT CERTAIN MAP ENTITLED "MAP SHOWING THE WIDENING OF PHELAN AVENUE & OCEAN AVENUE FROM OCEAN AVENUE TO JUDSON AVENUE" FILED FEBRUARY 15, 1954 IN BOOK R OF MAPS AT PAGE 56, OFFICIAL RECORDS; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID AVENUE, SOUTH  $00^{\circ} 40' 45''$  EAST, 1270.21 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE

1. SOUTH  $00^{\circ} 40' 45''$  EAST 185.01 FEET; THENCE LEAVING SAID WESTERLY LINE,
2. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 39.60 FEET, THROUGH A CENTRAL ANGLE OF  $104^{\circ} 52' 08''$ , FOR AN ARC DISTANCE OF 72.48 FEET TO A POINT ON THE NORTHERLY LINE OF OCEAN AVENUE, (80.00 FEET WIDE); THENCE ALONG LAST SAID LINE
3. NORTH  $75^{\circ} 48' 37''$  WEST 264.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN 25,601 SQUARE FOOT PARCEL SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY NUMBER 5951" FILED JUNE 2, 2010 IN BOOK DD OF SURVEY MAPS AT PAGES 38 AND 39, OFFICIAL RECORDS; THENCE LEAVING SAID NORTHERLY LINE OF OCEAN AVENUE, NORTHERLY ALONG THE EASTERLY LINE OF LAST SAID PARCEL
4. NORTH  $00^{\circ} 58' 43''$  WEST 211.92 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN THAT CERTAIN DEED FROM THE CITY AND COUNTY OF SAN FRANCISCO TO THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, RECORDED OCTOBER 15, 1992 IN BOOK F-734, PAGE 746, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE
5. NORTH  $89^{\circ} 01' 17''$  EAST 88.13 FEET; THENCE LEAVING SAID SOUTHERLY LINE
6. SOUTH  $00^{\circ} 58' 43''$  EAST, 58.00 FEET; THENCE
7. NORTH  $89^{\circ} 01' 17''$  EAST 217.67 FEET TO THE TRUE POINT OF BEGINNING.

AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED FEBRUARY 15, 2012, AS INSTRUMENT NO. 2012-J355048-00, REEL K584, IMAGE 0927 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

ASSESSOR'S PARCEL NO.: LOT 194, BLOCK 3180 (FORMERLY PORTION OF LOT 001, BLOCK 3180)



**EXHIBIT A  
(Continued)****PARCEL THREE:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES APPURTENANT TO PARCEL ONE ABOVE, SHOWN IN THAT CERTAIN ACCESS EASEMENT AGREEMENT, RECORDED MAY 17, 2012, AS INSTRUMENT NO. 2012-J414058-00, REEL K649, IMAGE 0119 OF OFFICIAL RECORDS, OVER AND ACROSS THE FOLLOWING STRIP OF LAND, SIXTY (60) FEET WIDE, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN DEED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, RECORDED JULY 28, 1947, IN BOOK 4661 AT PAGE 278, OFFICIAL RECORDS, SAID CORNER ALSO BEING ON THE WESTERLY LINE OF PHELAN AVENUE, (78.403 FEET WIDE), AS NOW ESTABLISHED AND SHOWN ON THAT CERTAIN MAP ENTITLED "MAP SHOWING THE WIDENING OF PHELAN AVENUE & OCEAN AVENUE FROM OCEAN AVENUE TO JUDSON AVENUE" FILED FEBRUARY 15, 1954 IN BOOK R OF MAPS AT PAGE 56, OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89° 36' 00" WEST 366.02 FEET, MORE OR LESS, TO A POINT WESTERLY 366.02 FEET PERPENDICULARLY DISTANT FROM SAID WESTERLY LINE OF PHELAN AVENUE.

**PARCEL FOUR:**

AN EASEMENT FOR PIPELINE PURPOSES AS AN APPURTENANCE TO PARCEL ONE AND PARCEL TWO ABOVE, SHOWN IN THAT CERTAIN PIPELINE EASEMENT AGREEMENT, RECORDED MAY 17, 2012, AS INSTRUMENT NO. 2012-J414494-00, REEL K649, IMAGE 0555 OF OFFICIAL RECORDS, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 22 IN THAT CERTAIN DEED TO CITY AND COUNTY OF SAN FRANCISCO, RECORDED MARCH 3, 1930, IN BOOK 2002 AT PAGE 1, OFFICIAL RECORDS, SAID POINT BEING ON THE NORTHERLY LINE OF OCEAN AVENUE; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 22 NORTH 00° 24' 00" WEST 155.32 FEET TO THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, RECORDED OCTOBER 15, 1992, IN BOOK F-734 AT PAGE 746, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 75° 22' 33" EAST 584.33 FEET; THENCE NORTH 14° 38' 04" EAST 13.86 FEET; THENCE NORTH 89° 01' 17" EAST 242.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE AT A RIGHT ANGLE SOUTH 00° 58' 43" EAST 58.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE NORTH 89° 01' 17" EAST 114.92 FEET; THENCE NORTH 75° 33' 48" WEST 119.21 FEET; THENCE SOUTH 00° 58' 43" EAST 31.69 FEET TO THE TRUE POINT OF BEGINNING.

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND 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 2018-2019.
2. There were no taxes levied for the fiscal year 2017-2018 as the property was vested in a public entity.
3. The Land lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90-1  
For: School Facility Repair and Maintenance

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

Chief Financial Officer  
San Francisco Unified School District  
135 Van Ness Ave. – Room 300  
San Francisco, CA 94102  
Phone (415) 241-6542

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.
5. Matters contained in that certain document

Entitled: Agreement  
Dated: Not Shown  
Executed by: City and County of San Francisco and Dept. of City Planning  
Recording Date: June 17, 1953  
Recording No: 77776, Book 6176, Page 339, of Official Records

Reference is hereby made to said document for full particulars.

6. A Notice of Special Restrictions under the Planning Code

Recorded: February 27, 1997, Instrument No. 97-G124348, Book G828, Page 597, of Official Records

Reference is made to said document for full particulars.

7. A Notice of Special Restrictions under the Planning Code

Recorded: March 18, 1997, Instrument No. 97-G131680, Book G841, Page 289, of Official Records

Reference is made to said document for full particulars.

8. A Notice of Special Restrictions under the Planning Code

**EXCEPTIONS  
(Continued)**

Recorded: November 26, 2001, Instrument No. 2001-59833, Book I20, Page 576, of Official Records

Reference is made to said document for full particulars.

9. Resolution to Establish the Ocean Avenue Community Benefits District, Resolution No. 587-10, recorded January 31, 2011, Series No. 2011-J128528, Book K322, Page 542, of Official Records.
10. Matters as shown on the Record of Survey No. 5951, Book DD of Survey Maps, pages 38 and 39, of Official Records.

Certificate of Correction recorded July 20, 2010, Series No. 2010-I998415, Book K189, Page 371, Official Records.

Certificate of Correction recorded December 14, 2010, Series No. 2010-J98072, Book K289, Page 559, Official Records.

11. Matters contained in that certain document

Entitled:	Quitclaim Deed
Dated:	May 1, 2012
Executed by:	City and County of San Francisco, a municipal corporation; San Francisco Community College District
Recording Date:	May 17, 2012
Recording No.:	2012-J414055-00, Reel K649, Image 0116 of Official Records

Reference is hereby made to said document for full particulars.



## EXCEPTIONS (Continued)

12. Matters contained in that certain document

Entitled: Quitclaim Deed  
 Dated: May 17, 2012  
 Executed by: City and County of San Francisco, a municipal corporation; San Francisco Community College District  
 Recording Date: May 17, 2012  
 Recording No.: 2012-J414056-00, Reel K649, Image 0117 of Official Records

Reference is hereby made to said document for full particulars.

13. Matters contained in that certain document

Entitled: Pipeline Easement Agreement  
 Dated: May 17, 2012  
 Executed by: City and County of San Francisco and San Francisco Community College  
 Recording Date: May 17, 2012  
 Recording No.: 2012-J414494, of Official Records

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Access Easement Agreement  
 Dated: May 17, 2012  
 Executed by: City and County of San Francisco and San Francisco Community College District  
 Recording Date: May 17, 2012  
 Recording No.: 2012-J414058, of Official Records

Reference is hereby made to said document for full particulars.

15. Recitals as shown on that certain map/plat entitled, Record of Survey #7017

Recording Date: May 21, 2012  
 Recording No.: EE of Survey Maps, Pages 14-15, inclusive

Reference is hereby made to said document for full particulars.

16. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Ground Lease  
 Lessor: City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housing, as successor housing agency to the former Redevelopment Agency of the City and County of San Francisco  
 Lessee: 1100 Ocean Avenue Limited Partnership, a California Limited Partnership  
 Recording Date: August 23, 2013  
 Recording No.: 2013-J746140-00, Reel K967, Image 0607, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

## EXCEPTIONS (Continued)

17. Matters contained in that certain document

Entitled: Permanent Post-Construction Stormwater Controls and Maintenance Agreement  
 Dated: January 7, 2015  
 Executed by: City and County of San Francisco, acting by and through its Public Utilities  
 Commission; 1100 Ocean Avenue Limited Partnership  
 Recording Date: January 12, 2015  
 Recording No.: 2015-K003575-00 of Official Records

Reference is hereby made to said document for full particulars.

18. Matters arising or occurring as a result of the fact that two (2) thirty-six inch (36") diameter water transmission pipelines (College Hill Feeder Mains) cross over, under, and through the Northerly portion of PARCEL TWO herein, as depicted on Department of Public Works Exhibits Job No. 2012-03, dated January 18, 2012, as disclosed to the Company.

19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

20. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

21. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): City and County of San Francisco, a municipal corporation

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

22. The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.

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

**EXCEPTIONS  
(Continued)**

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**END OF EXCEPTIONS**

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## NOTES

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. 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 Commercial Property, known as Block 3180 Lots 190 & 194, (Balboa Reservoir), San Francisco, CA, to an Extended Coverage Loan Policy.
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.
4. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
5. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
6. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:  
  
More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 or portion thereof (\$5.00 per thousand)  
  
\$250,001 but Less than \$999,999 at \$3.40 for each \$500 or portion thereof (\$6.80 per thousand)  
  
\$1,000,000 or More but Less than \$4,999,999 at \$3.75 for each \$500 or portion thereof (\$7.50 per thousand)  
  
\$5,000,000 or More but Less than \$9,999,999 at \$11.25 for each \$500 or portion thereof (\$22.50 per thousand)  
  
\$10,000,000.00 or More but Less than \$24,999,999 at \$13.75 for each \$500 or portion thereof (\$27.50 per thousand)  
  
\$25,000,000.00 or More at \$15.00 for each \$500 or portion thereof (\$30.00 per thousand)  
  
NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.
7. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

## NOTES (Continued)

8. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
9. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
10. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
11. 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.
12. 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.
13. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

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**END OF NOTES**

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Jeff Martin/cl

## 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 phone 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, INC. PRIVACY NOTICE**

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.

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

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.

Browsing Information. FNF may automatically collect 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 mobile 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

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three 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 third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of 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 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 nonaffiliated third party service providers 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.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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 and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@ag.state.nv.us.

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) 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 revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

## **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 field 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 each discount. These discounts only apply to transaction 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.

### **FNF Underwritten Title Company**

FNTC - Chicago Title Company

FNTCCA –Fidelity National Title Company of California

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 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 50% of the appropriate title insurance rate.

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

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 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

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## ATTACHMENT ONE

### 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 not shown by the public records.

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

#### 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

#### **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:

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

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, (t or T)his 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**

(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:

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

#### **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, that arise by reason of:

(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:

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 in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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 not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

## **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

### **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, 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, 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 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. 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.

