

PJR 128 | 2 - TITLE REPORT

Updated 1/26/24



First American Title Insurance Company
National Commercial Services
333 W. Santa Clara Street, Ste. 220
San Jose, CA 95113-1714

Mike Shoup
R.E.Y. Engineers, Inc.
707 North Shoreline Blvd.
Mountain View, CA 94043
Phone: (408)219-3236

Customer Reference: Sonoma Development Center

Property: 15000 Arnold Drive, Unincorporated Area County of Sonoma, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

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

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

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

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

Dated as of January 12, 2024 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

State of California

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

A1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

1. General and special taxes and assessments for the fiscal year 2023-2024 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 054-080-001, 054-090-001, 054-150-005, 054-150-010 and 054-150-013.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. This item has been intentionally deleted.
5. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
6. An easement for road and incidental purposes, recorded February 09, 1951 in [Book 1025, Page 464](#) of Official Records.

In Favor of:

Richard J. Dolwig, Elizabeth M. Dolwig, his wife, William M. Wise
and May D. Wise, his wife

Affects:

As described therein

7. An easement for trunk line sewer and incidental purposes, recorded April 20, 1954 in [Book 1267, Page 460](#) of Official Records.
In Favor of: Sonoma Valley County Sanitation District, a public corporation
Affects: As described therein

8. An easement for transportation and distribution of electric energy and incidental purposes, recorded June 03, 1963 in [Book 1964, Page 820](#) of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: As described therein

The location of the easement cannot be determined from record information.

9. An easement for communication facilities and incidental purposes, recorded March 24, 1965 in [Book 2116, Page 458](#) of Official Records.
In Favor of: The Pacific Telephone and Telegraph Company, a corporation
Affects: As described therein

10. An easement for underground pipeline and incidental purposes, recorded August 25, 1965 in [Book 2151, Page 844](#) of Official Records.
In Favor of: Sonoma County Flood Control & Water Conservation District
Affects: As described therein

11. An easement for road and incidental purposes, recorded February 28, 1972 in [Book 2605, Page 579](#) of Official Records.
In Favor of: County of Sonoma, a political subdivision of the State of California
Affects: As described therein

The location of the easement cannot be determined from record information.

12. An easement for water pipeline and incidental purposes, recorded January 03, 1973 in [Book 2724, Page 992](#) of Official Records.
In Favor of: Sonoma County Water Agency
Affects: As described therein

The location of the easement cannot be determined from record information.

13. An easement for water pipeline and incidental purposes, recorded October 25, 1974 in [Book 2907, Page 820](#) of Official Records.
In Favor of: Valley of the Moon County Water District
Affects: As described therein

The location of the easement cannot be determined from record information.

14. An easement for gas pipe lines and incidental purposes, recorded May 20, 1975 in [Book 2960, Page 158](#) of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: As described therein

15. An easement for communication and incidental purposes, recorded October 31, 1977 in [Book 3310, Page 13](#) of Official Records.
In Favor of: The Pacific Telephone and Telegraph Company, a California corporation
Affects: As described therein

The location of the easement cannot be determined from record information.

16. An easement for road and incidental purposes, recorded December 07, 1982 as Instrument No. [1982-066170](#) of Official Records.
In Favor of: Carol Leah Eaton Bowen
Affects: As described therein

17. The terms and provisions contained in the document entitled "Royalty Agreement" recorded September 08, 1983 as Instrument No. [1983-060564](#) of Official Records.

Affects: The land and other property.

18. The terms, provisions and easement(s) contained in the document entitled "Deed and Agreement" recorded January 06, 1999 as Instrument No. [1999-0001650](#) of Official Records.

19. The effect of a map purporting to show the land and other property, filed October 03, 2001 in [Book 626, Page 40](#) of Record of Surveys.

20. An easement for water pipeline and incidental purposes, recorded August 05, 2004 as Instrument No. [2004-120911](#) of Official Records.
In Favor of: Sonoma County Water Agency, a body corporate and politic
Affects: As described therein

21. The terms and provisions contained in the document entitled "Agreement Protecting the Public Inderest in Certain Improvements and Development" recorded August 17, 2006 as Instrument No. [2006-101909](#) of Official Records.

The terms and provisions contained in the document entitled "First Amendment to Agreement Protecting the Public Inderest in Certain Improvements and Development" recorded October 15, 2007 as Instrument No. [2007-112816](#) of Official Records.

22. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.

23. Rights of parties in possession.

24. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.

INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a Hospital known as 15000 Arnold Drive, Unincorporated Area County of Sonoma, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the Unincorporated Area of the County of Sonoma, State of California, described as follows:

BEGINNING AT A STAKE IN A MOUND OF ROCKS, ON THE SUMMIT OF SONOMA MOUNTAIN, SAID MOUND OF ROCKS BEING THE SAME AS THAT MENTIONED IN THE DEED FROM P. MONAHAN SR. AND P. MONAHAN JR., TO WM. MCPHERSON HILL, DATED SEPTEMBER 19, 1877 AND RECORDED ON [PAGE 95 OF BOOK 61](#) OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY; THENCE NORTH 67° EAST 79.15 CHAINS TO A STAKE ON THE WEST LINE OF THE LAND OF PATRICK MONAHAN; THENCE ALONG THE LAND OF SAID PATRICK MONAHAN NORTH 19° WEST 3.75 CHAINS; THENCE NORTH 67° EAST 8.40 CHAINS; THENCE NORTH 17° WEST 1.23 CHAINS; THENCE NORTH 2° 30' WEST 4.20 CHAINS; THENCE NORTH 24° 30' EAST 2.64 CHAINS; THENCE NORTH 62° 30' EAST 1.68 CHAINS; THENCE SOUTH 73° 15' EAST 2.15 CHAINS; THENCE SOUTH 63° 30' EAST 4.18 CHAINS; THENCE SOUTH 72° 45' EAST 2.16 CHAINS; THENCE SOUTH 76° 30' EAST 1.71 CHAINS TO YA YOUNG FIR TREE MARKED WITH 3 NOTCHES AND STANDING IN PATRICK MONAHAN'S YARD; THENCE SOUTH 86° EAST 0.48 CHAINS TO A CORNER UNDER PATRICK MONAHAN'S WAGON SHED FROM WHICH CORNER A MADRONA TREE MARKED WITH THREE NOTCHES BEARS NORTH 32° EAST 0.85 CHAINS DISTANT THENCE NORTH 67° 30' EAST 36.94 CHAINS; THENCE SOUTH 20° EAST 3.37 CHAINS TO AN OLD REDWOOD STAKE MARKED "H I L" AND STANDING IN THE CORNER OF A PICKET FENCE; THENCE NORTH 67° EAST 73.56 CHAINS TO TIE MIDDLE OF SONOMA CREEK; THENCE MEANDERING IN THE MIDDLE OF SAID CREEK NORTH 25° 15' WEST 3.73 CHAINS; THENCE NORTH 42° 15' WEST 4.77 CHAINS; NORTH 68° 45' WEST 1.08 CHAINS; THENCE NORTH 56° 45' WEST 2.73 CHAINS, NORTH 42° 45' WEST 4.25 CHAINS; THENCE LEAVING SAID SONOMA CREEK, NORTH 66° 36' EAST 59.06 CHAINS TO THE MIDDLE OF THE PUBLIC ROAD LEADING FROM GLEN ELLEN TO SONOMA; THENCE FOLLOWING THE MEANDERINGS OF SAID PUBLIC ROAD NORTH 27° 45' WEST 10.00 CHAINS, NORTH 47° 45' WEST 3.00 CHAINS, NORTH 22° 15' WEST 16.00 CHAINS, NORTH 37° 45' WEST 20.00 CHAINS, NORTH 33° 45' WEST 15.55 CHAINS TO A POINT IN THE MIDDLE OF SAID PUBLIC ROAD, WHICH IS OPPOSITE TO A ROCK MARKED "W.H.C." PLANTED IN THE WESTERLY EDGE OF SAID ROAD; THENCE NORTH 37° 15' WEST 25.49 CHAINS TO THE NORTHEAST CORNER OF THE LAND OF F.G. THIERKOFF; THENCE LEAVING SAID PUBLIC ROAD SOUTH 57° 45' WEST 54.55 CHAINS ALONG THE LAND OF SAID F.G. THIERKOFF; THENCE SOUTH 13° 45' EAST 12.00 CHAINS TO A STAKE; THENCE SOUTH 57° 45' WEST 13.14 CHAINS ALONG THE LAND OF SAID THIERKOFF TO THE MIDDLE OF SONOMA CREEK; THENCE MEANDERING IN THE MIDDLE OF SAID SONOMA CREEK SOUTH 7° 15' WEST 6.00 CHAINS; THENCE SOUTH 16° 15' WEST 2.70 CHAINS; THENCE SOUTH 20° 30' EAST 10.00 CHAINS; THENCE SOUTH 29° 37' EAST 7.53 CHAINS; THENCE LEAVING SAID CREEK SOUTH 67° 30' WEST 17.66 CHAINS ALONG THE LAND OF J. CHAUVET; THENCE NORTH 23° 45' WEST 8.00 CHAINS ALONG THE LAND OF SAID J. CHAUVET TO A STAKE IN ASHBURY CANYON, THENCE FOLLOWING THE MEANDERINGS OF SAID ASHBURY CANYON TO THE SUMMIT OF SONOMA MOUNTAIN, ACCORDING TO THE FOLLOWING BEARINGS AND DISTANCES; SOUTH 26° 45' WEST 0.46 CHAINS, SOUTH 14° 45' EAST 1.18 CHAINS; SOUTH 26° 45' WEST 1.12 CHAINS SOUTH 82° 15' WEST 1.57 CHAINS, SOUTH 60° 15' WEST 2.12 CHAINS, SOUTH 51° 45' WEST 2.78 CHAINS, SOUTH 9° 15' WEST 1.41 CHAINS, SOUTH 51° 45' WEST 1.32 CHAINS; NORTH 82° 45' WEST 2.43 CHAINS, SOUTH 79° 15' WEST 1.28 CHAINS, SOUTH 6° 30' EAST 1.19 CHAINS, SOUTH 4° 15' WEST 1.91 CHAINS SOUTH 68° 45' WEST 1.70 CHAINS, NORTH 43° 45' WEST 2.57 CHAINS, SOUTH 51° WEST 1.66 CHAINS SOUTH 42° WEST 0.80 CHAINS, NORTH 82° 15' WEST 1.22 CHAINS, SOUTH 30° 45' WEST 1.32 CHAINS, SOUTH 59° 15' WEST 2.12 CHAINS, SOUTH 83° 30' WEST 1.67 CHAINS, SOUTH 43° 30' WEST 1.99 CHAINS NORTH 68° 45' WEST 0.33 CHAINS, SOUTH 40° 15' WEST 0.91 CHAINS, NORTH 68° 30' WEST 1.08 CHAINS, SOUTH 55° 30' WEST 1.36 CHAINS, SOUTH 87° 45' WEST 1.40 CHAINS, NORTH 67° 25' WEST 1.20 CHAINS, NORTH 54° 45' WEST 1.03 CHAINS, SOUTH 80° 45' WEST 1.45 CHAINS, NORTH 87° 45' WEST 1.64 CHAINS SOUTH 89° 30' WEST 0.83 CHAINS, SOUTH 57° 15' WEST 1.77 CHAINS, NORTH 72° 45' WEST 2.09 CHAINS, NORTH 85° 15' WEST 0.67 CHAINS, SOUTH 72° 15' WEST 1.75 CHAINS, NORTH 34° WEST 0.61 CHAINS, SOUTH 80° 45' WEST 1.39 CHAINS, SOUTH 67° WEST 1.35 CHAINS, NORTH 44° WEST 0.70 CHAINS, SOUTH 51°

15' WEST 2.00 CHAINS, SOUTH 65° WEST 1.29 CHAINS, NORTH 69° 45' WEST 1.25 CHAINS, SOUTH 74° WEST 0.65 CHAINS, NORTH 78° WEST 1.41 CHAINS, SOUTH 34° 45' WEST 1.24 CHAINS, SOUTH 53° 15' WEST 1.49 CHAINS, SOUTH 55° WEST 3.36 CHAINS, NORTH 76° WEST 0.87 CHAINS, SOUTH 2° 45' WEST 1.78 CHAINS, SOUTH 86° 15' WEST 1.81 CHAINS, SOUTH 86° 45' WEST 1.32 CHAINS, SOUTH 78° 15' WEST 0.87 CHAINS, SOUTH 38° 45' WEST 1.22 CHAINS SOUTH 88° 15' WEST 0.93 CHAINS, SOUTH 67° 15' WEST 1.53 CHAINS, SOUTH 40° 15' WEST 1.05 CHAINS, SOUTH 64° 15' WEST 1.10 CHAINS SOUTH 17° 15' WEST 1.88 CHAINS, SOUTH 19° 25' EAST 0.88 CHAINS, SOUTH 4° 45' WEST 1.67 CHAINS, SOUTH 68° WEST 1.32 CHAINS, NORTH 72° WEST 2.11 CHAINS, SOUTH 76° 30' WEST 1.95 CHAINS, SOUTH 41° 45' WEST 0.64 CHAINS, SOUTH 6° 45' WEST 1.27 CHAINS, SOUTH 56° 15' WEST 2.36 CHAINS SOUTH 77° 45' WEST 1.67 CHAINS, SOUTH 47° 15' WEST 1.94 CHAINS, SOUTH 64° 45' WEST 0.78 CHAINS, SOUTH 44° 30' WEST 1.64 CHAINS, SOUTH 76° 50' WEST 2.15 CHAINS, SOUTH 72° 15' WEST 1.43 CHAINS, SOUTH 69° WEST 1.52 CHAINS, SOUTH 49° 15' WEST 1.35 CHAINS SOUTH 79° 15' WEST 1.39 CHAINS, SOUTH 46° 45' WEST 1.24 CHAINS, SOUTH 78° 15' WEST 1.52 CHAINS, SOUTH 23° 30' WEST 2.22 CHAINS, SOUTH 38° WEST 1.15 CHAINS, SOUTH 62° WEST 1.18 CHAINS, SOUTH 37° 45' WEST 1.33 CHAINS, SOUTH 57° 30' WEST 1.52 CHAINS, SOUTH 82° WEST 0.78 CHAINS, SOUTH 52° 15' WEST 1.76 CHAINS, SOUTH 72° 45' WEST 2.25 CHAINS, SOUTH 51° WEST 1.32 CHAINS, SOUTH 60° WEST 0.76 CHAINS, SOUTH 21° 15' WEST 0.67 CHAINS, SOUTH 77° 15' WEST, 2.10 CHAINS NORTH 87° 30' WEST 1.33 CHAINS, NORTH 76° WEST 2.15 CHAINS, SOUTH 84° 15' WEST 1.03 OWNS, SOUTH 43° 30' WEST 1.33 CHAINS, SOUTH 78° 30' WEST 0.50 CHAINS, SOUTH 33° 15' WEST 0.84 CHAINS, NORTH 81° 45' WEST 2.13 CHAINS, NORTH 82° 45' WEST 1.31 CHAINS, NORTH 45° 15' WEST 1.18 CHAINS, NORTH 66° 15' WEST 1.60 CHAINS, NORTH 62° 45' WEST 1.24 CHAINS, NORTH 57° 45' WEST 1.09 CHAINS, NORTH 88° WEST 0.96 CHAINS, NORTH 82° WEST 1.33 CHAINS, NORTH 77° WEST 1.24 CHAINS, NORTH 46° WEST 1.36 CHAINS, SOUTH 85° 30' WEST 1.85 CHAINS, NORTH 65° WEST 1.62 CHAINS, NORTH 45° 45' WEST 0.82 CHAINS, NORTH 61° 15' WEST 1.49 CHAINS, SOUTH 55° 45' WEST 1.93 CHAINS, NORTH 87° 30' WEST 2.20 CHAINS, NORTH 78° WEST 2.36 CHAINS, SOUTH 74° 15' WEST 1.26 CHAINS, SOUTH 10° WEST 1.43 CHAINS, SOUTH 39° 45' WEST 0.87 CHAINS, SOUTH 37° 45' WEST 1.19 CHAINS, SOUTH 7° 15' WEST 1.07 CHAINS, SOUTH 47° 45' WEST 1.60 CHAINS, SOUTH 60° 45' WEST 1.40 CHAINS, SOUTH 36° 30' WEST 1.42 CHAINS, SOUTH 45° 15' WEST 1.17 CHAINS, SOUTH 3° EAST 1.02 CHAINS, SOUTH 12° 30' EAST 1.20 CHAINS, SOUTH 10° 45' EAST, 1.40 CHAINS, SOUTH 36° 15' WEST 1.03 CHAINS, SOUTH 17° 15' WEST 2.10 CHAINS, SOUTH 21° 45' WEST 0.87 CHAINS, SOUTH 12° 15' WEST 1.16 CHAINS, SOUTH 57° 15' WEST 1.17 CHAINS, SOUTH 51° 30' WEST 0.64 CHAINS, SOUTH 54° WEST 0.83 CHAINS, SOUTH 47° 45' WEST 1.26 CHAINS, SOUTH 17° 15' WEST 1.03 CHAINS, SOUTH 16° 45' WEST 1.73 CHAINS, SOUTH 21° 15' WEST 1.79 CHAINS, SOUTH 14° 15' EAST 1.95 CHAINS, SOUTH 38° 15' EAST 1.88 CHAINS, SOUTH 52° EAST 1.69 CHAINS, SOUTH 74° 30' EAST 1.53 CHAINS, SOUTH 44° 15' EAST 1.20 CHAINS SOUTH 38° 45' EAST 2.00 CHAINS, SOUTH 43° 15' EAST 1.57 CHAINS, SOUTH 15° 15' EAST 1.62 CHAINS, SOUTH 21° 45' EAST 2.00 CHAINS, SOUTH 50° 45' EAST 1.68 CHAINS, SOUTH 19° EAST 2.13 CHAINS, SOUTH 6° 15' EAST 3.18 CHAINS, SOUTH 19° WEST 4.48 CHAINS, SOUTH 2° 15' EAST 3.43 CHAINS, SOUTH 18° 45' EAST 17.58 CHAINS, SOUTH 38° 30' EAST 2.57 CHAINS TO AN OLD BLACK OAK TREE ON SUMMIT OF SONOMA MOUNTAIN; THENCE ON SAID SUMMIT, SOUTH 21° EAST 9.22 CHAINS TO A STAKE IN A MOUND OF ROCKS, THE PLACE OF BEGINNING, BEARINGS TRUE, MAGNETIC VARIATION 17-1/4° EAST AS SURVEYED BY L. E. RICKSECKER, SURVEYOR.

THE ABOVE DESCRIPTION INCLUDES LOTS NO'S. 14, 16, 21, 23, 24, 25, 26 AND 28 OF SECTION NO. 15 AND LOTS NO'S. 1, 2 AND 5 OF SECTION NO. 22 IN TOWNSHIP 6, NORTH OF RANGE SIX WEST, MOUNT DIABLO MERIDIAN AND PORTIONS OF THE RANCHOS "PETALUMA" AND AGUA CALIENTE.

SAVING AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO CHARLES J. PAGANI, BY DEED DATED JANUARY 28, 1948 RECORDED MAY 26, 1948 UNDER SONOMA COUNTY RECORDER'S SERIAL NO. [C-68235](#).

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO COUNTY OF SONOMA BY QUITCLAIM DEED RECORDED MARCH 28, 1975 IN [BOOK 2944, PAGE 501](#) AND BY CORRECTION DEED RECORDED AUGUST 22, 1978 IN [BOOK 3442, PAGE 613](#) AND RE-RECORDED SEPTEMBER 22, 1978 IN [BOOK 3456, PAGE 474](#), OFFICIAL RECORDS OF SONOMA COUNTY.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO COUNTY OF SONOMA BY QUITCLAIM DEED RECORDED JUNE 22, 2007, AS INSTRUMENT NO. [2007-070502](#), OFFICIAL RECORDS OF SONOMA COUNTY.

APN(S): 054-080-001, 054-090-001, 054-150-005, 054-150-010 AND 054-150-013

NOTICE I

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

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
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.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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:

- 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.

**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:

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.

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

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

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.