

Updated



First American Title™

First American Title Company

3400 Douglas Blvd, Ste 130

Roseville, CA 95661

California Department of Insurance License No. 2549-4

Kian Malek
City Ventures
Phone:
Customer Reference:

Title Officer:	Tavia Allen-Lovett
Phone:	(925)356-7047
Fax No.:	
E-Mail:	TAllen-Lovett@firstam.com
Owner:	California Land Investments, LLC
Property:	Auburn Grove Unincorporated, 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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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 December 04, 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:

PIERCECO PROPERTIES, A CALIFORNIA CORPORATION, SUBJECT TO EXCEPTION NO(S). 8

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

Fee

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. Intentionally Deleted

1b. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.

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. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded November 16, 1956 as [Book 1073, Page 514](#) of Official Records.

(Affects Parcel 11)

4. Any Mortgage or Deed of Trust encumbering the property. The Company reserves the right to clarify this exception, add additional specific exceptions or make further requirements based on information which may be provided to Company.

5. An easement for permanent right-of-way and temporary slope easements and incidental purposes, recorded March 05, 1963 as [Book 1663, Page 286](#) of Official Records.
In Favor of: The County of Marin
Affects: A Southwesterly portion of Parcel 13

6. An easement for slope easement and incidental purposes, recorded April 16, 1964 as [Book 1803, Page 585](#) of Official Records.
In Favor of: County of Marin
Affects: Portion of Parcel 2

7. An easement for slope easement and incidental purposes, recorded March 03, 1966 as [Book 2029, Page 430](#) of Official Records.
In Favor of: County of Marin
Affects: Parcels 3, 5, 6, 7, Portion of Parcels 8 and 9

8. The terms and provisions contained in the document entitled "Notice of Permission to Use Real Property" recorded March 12, 1986 as Instrument No. [86012973](#) of Official Records. By Angela C. Pierce - Pierce Properties.

(Affects Parcels 1 through 10 and 14)

9. The effect of a document entitled "Corporation Grant Deed", recorded October 02, 2003 as Instrument No. [2003-0121922](#) of Official Records.

[The requirement the document is re-recorded to include a complete and correct legal description.]

(Affects Parcel 1)

The effect of a re-recorded document entitled "Corporation Grant Deed", recorded January 07, 2005 as Instrument No. [2005-0001651](#) of Official Records.

10. The terms and provisions contained in the document entitled "Notice of Permission to Use Real Property" recorded June 19, 2006 as Instrument No. [2006-0038508](#) of Official Records. By PierceCo Properties.

(Affects Parcels 11, 12 and 13)

11. Notice of pendency of action recorded June 08, 2023 as Instrument No. [2023-0014451](#) Official Records.

Court: Superior Court of the State of California for the County of Marin
Case No.: CIV 2201200
Plaintiff: Pierceco Properties, a California corporation, as "Plaintiff" and Marin Audubon Society, as "Cross-Complainant"
Defendant: All Persons unknown, claiming any legal or equitable right, title, estate, or interest in the property described in the complaint adverse to plaintiff's title or any cloud on plaintiff's title to the property, does 1 through 50, inclusive, as "Defendants" and Pierceco Properties; All Persons unknown, claiming any legal or equitable right, title, estate, or interest in the property described in the complaint adverse to plaintiff's title or any cloud on plaintiff's title to the property, does 1 through 50, inclusive, as "Cross-Defendants"
Purpose: Action alleges a real property claim

- 10a. Any rights or easements for existing utilities facilities lying within Parcel D of Parcel 15.
12. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
(Affects Parcels 1, 3, 4, 5, 6, 10, 11, 12, 13, 15 and Portion of Parcels 2, 7, 8 and 9)
13. Water rights, claims or title to water, whether or not shown by the Public Records.
14. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

15. Authority documents for all parties executing documents including the following:

With respect to PIERCECO PROPERTIES, A CALIFORNIA CORPORATION: Evidence that the corporation is properly formed and in good standing in the state of its domicile. An official copy of the bylaws for the corporation. A 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. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
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. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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 Marin, State of California, described as follows:

PARCEL 1:

LOTS 10, 11, 12 AND 13, IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SCHEUTZEN, MARIN COUNTY, STATE OF CALIFORNIA" RECORDED SEPTEMBER 04, 1907 IN BOOK 2 OF MAPS AT PAGE 97.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 10, IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SCHEUTZEN" RECORDED SEPTEMBER 04, 1907 IN BOOK 2 OF MAPS AT PAGE 97, MARIN COUNTY RECORDS; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHWESTERLY LINE OF LOTS 10, 11, 12, AND 13 IN BLOCK 1, AS SHOWN ON SAID MAP SOUTH 41° 35' EAST 100 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 13; RUNNING THENCE ALONG THE SOUTHEASTERLY LINE THEREOF NORTH 48° 25' EAST 20 FEET; THENCE LEAVING SAID LAST NAMED LINE AND RUNNING THEREON NORTH 41° 35' WEST 100 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 10, DISTANT THEREON NORTH 48° 25' EAST 20 FEET FROM THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID LAST NAMED LINE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF LOTS 10, 11, 12 AND 13 AS SHOWN ON SAID MAP.

PARCEL 2:

LOTS 17 AND 18 IN BLOCK NUMBER 2; LOTS 26 AND 27 IN BLOCK NUMBER 3; LOTS 1, 5, 6 AND 7, 28 AND 30 IN BLOCK NUMBER 4; AS SAID LOTS AND BLOCKS ARE SHOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF SCHEUTZEN" FILED SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

A RECTANGULAR PARCEL OF LAND 20 FEET BY 50 FEET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 17, BLOCK 2, AS SHOWN ON "MAP OF SCHEUTZEN PARK" AS RECORDED IN [BOOK 2 OF MAPS AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE NORTH 48° 25' EAST 20 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 17; THENCE SOUTH 41° 35' EAST 50 FEET TO THE EASTERLY LINE OF LOT 18, IN SAID BLOCK 2; THENCE SOUTH 48° 25' WEST ALONG SAID EASTERLY LINE OF SAID LOT 18 TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 41° 35' WEST 50 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 18 AND 17 TO THE POINT OF BEGINNING. (AFFECTS LOTS 17, 18, IN BLOCK NUMBER 2)

PARCEL 3:

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF MARIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 6 AND 7, IN BLOCK 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN", FILED FOR RECORD SEPTEMBER 04, 1907, IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE

COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 6, BLOCK 2, AS SHOWN ON "MAP OF SCHEUTZEN PARK", AS RECORDED IN [BOOK 2 OF MAPS AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE SOUTH 40° 16' 20" EAST (CALLED SOUTH 41° 35' EAST ON MAP) 75.0 FEET TO THE MOST SOUTHERLY CORNER OF LOT 8 OF SAID BLOCK; THENCE NORTH 49° 43' 40" EAST (NORTH 48° 25' EAST ON MAP) 25.91 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 59° 58' 59" EAST 370 FEET THROUGH A CENTRAL ANGLE OF 10° 13' 05" FOR A DISTANCE OF 65.99 FEET; THENCE NORTH 19° 47' 56" WEST 12.23 FEET; THENCE SOUTH 49° 43' 40" WEST (SOUTH 48° 25' WEST ON MAP) 47.65 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 9, IN BLOCK 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SCHEUTZEN" FILED FOR RECORD SEPTEMBER 04, 1907, IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT THAT BEARS NORTH 49° 43' 40" EAST (NORTH 48° 25' EAST ON MAP) 22.26 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 9, BLOCK 2 AS SHOWN ON "MAP OF SCHEUTZEN PARK" AS RECORDED IN [BOOK 2 OF MAPS, AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE NORTH 49° 43' 40" EAST (NORTH 48° 25' ON MAP) 20.13 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 56° 26' 02" EAST 350 FEET THROUGH A CENTRAL ANGLE OF 4° 08' 31" FOR A DISTANCE OF 25.30 FEET; THENCE SOUTH 49° 43' 40" WEST (SOUTH 48° 25' WEST ON MAP) 20.34 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 59° 58' 59" EAST 370 FEET THROUGH A CENTRAL ANGLE OF 3° 54' 47" FOR A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9 BLOCK 2 AS SHOWN ON "MAP OF SCHEUTZEN PARK" AS RECORDED IN [BOOK 2 OF MAPS, AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE SOUTH 40° 16' 20" EAST (CALLED SOUTH 41° 35' EAST ON MAP) 25.0 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 49° 43' 40" EAST (NORTH 48° 35' ON MAP) 22.26 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 56° 04' 12" EAST 370 FEET THROUGH A CENTRAL ANGLE OF 3° 54' 47" FOR A DISTANCE OF 25.27 FEET; THENCE SOUTH 49° 43' 40" WEST (SOUTH 48° 25' WEST ON MAP) 25.91 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

LOTS 8 AND 10, IN BLOCK 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "SCHEUTZEN" FILED FOR RECORD ON SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 10, BLOCK 2, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 40° 16' 20" EAST (CALLED SOUTH 41° 35' ON MAP) 25.0 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 49° 43' 40" EAST (NORTH 48° 25' EAST ON MAP) 20.34 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 52° 11' 11" EAST 370

FEET THROUGH A CENTRAL ANGLE OF 3° 53' 01" FOR A DISTANCE OF 25.08 FEET; THENCE SOUTH 49° 43' 40" WEST (SOUTH 48° 25' WEST ON MAP) 22.26 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 6, BLOCK 2, AS SHOWN ON "MAP OF SCHEUTZEN PARK", AS RECORDED IN [BOOK 2 OF MAPS, AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE SOUTH 40° 16' 20" EAST (CALLED SOUTH 41° 35' EAST ON MAP) 75.0 FEET TO THE MOST SOUTHERLY CORNER OF LOT 8 OF SAID BLOCK; THENCE NORTH 49° 43' 40" EAST (NORTH 48° 25' EAST ON MAP) 25.91 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 59° 58' 59" EAST 370 FEET THROUGH A CENTRAL ANGLE OF 10° 13' 05" FOR A DISTANCE OF 65.99 FEET; THENCE NORTH 19° 47' 56" WEST 12.23 FEET; THENCE SOUTH 49° 43' 40" WEST (SOUTH 48° 25' WEST ON MAP) 47.65 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

LOT NUMBER 8, IN BLOCK NUMBER 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN," FILED FOR RECORD SEPTEMBER 04, 1907, IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 8, BLOCK 1, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 41° 35' EAST 25 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 25 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF SAID LOT 8.

PARCEL 7:

LOT 16 IN BLOCK 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN", FILED FOR RECORD SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 16, BLOCK 2, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 41° 35' EAST 25 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 25 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF SAID LOT 16.

PARCEL 8:

LOT 1 IN BLOCK 1, LOTS 2, 3 AND 21 IN BLOCK 4, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN" RECORDED SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 1, AS SHOWN ON AFOREMENTIONED MAP THENCE SOUTH 41° 35' EAST 25 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 25 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF SAID LOT 1.

PARCEL 9:

LOTS NUMBERS 2, 3, 4, 5, 6, 7, AND 9, IN BLOCK NUMBER 1; AND LOTS NUMBERS 12, 13 AND 14 AND 15 IN BLOCK NUMBER 2, AND LOTS NUMBERS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 AND 43 IN BLOCK NO. 3, AND LOTS NUMBERS 4, 20, 22, 23, 24, 25 AND 29 IN BLOCK NUMBER 4; AS SAID LOTS AND BLOCKS ARE SHOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN", FILED SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 12, BLOCK 2, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 41° 35' EAST 100 FEET TO THE MOST SOUTHERLY CORNER OF LOT 15 OF SAID BLOCK; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 100 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF LOTS 12 THROUGH 15, AS SHOWN ON SAID MAP.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 2, BLOCK 1, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 41° 35' EAST 150 FEET TO THE MOST SOUTHERLY CORNER OF LOT 7 OF SAID BLOCK; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 150 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF LOTS 2 THROUGH 7, AS SHOWN ON SAID MAP.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9, BLOCK 1, AS SHOWN ON AFOREMENTIONED MAP; THENCE SOUTH 41° 35' EAST 25 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 25 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF SAID LOT 9.

PARCEL 10:

LOTS 19 THROUGH 24 IN BLOCK 2 AS SAID LOTS AND BLOCK ARE LAID DOWN AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN PARK, COUNTY OF MARIN, AND FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA IN [LIBER 2, PAGE 97](#)."

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 19, BLOCK 2 AS SHOWN ON "MAP OF SCHEUTZEN PARK", AS RECORDED IN [BOOK 2 OF MAPS, AT PAGE 97](#), MARIN COUNTY RECORDS; THENCE SOUTH 41° 35' EAST 150 FEET TO THE MOST SOUTHERLY CORNER OF LOT 24 OF SAID BLOCK; THENCE NORTH 48° 25' EAST 20 FEET; THENCE NORTH 41° 35' WEST 150 FEET; THENCE SOUTH 48° 25' WEST 20 FEET TO THE POINT OF BEGINNING. BEING THE SOUTHERLY 20 FEET OF LOTS 19 THROUGH 24 AS SHOWN ON SAID MAP.

PARCEL 11:

LOTS 14 AND 15 IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "SCHEUTZEN PARK TRACT," FILED FOR RECORD SEPTEMBER 04, 1907 IN [VOLUME 2 OF MAPS, AT PAGE 97](#), MARIN

COUNTY RECORDS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND DESCRIBED IN THE DEED FROM THOMAS MARIN PARSONS TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 16, 1956 IN BOOK [1073 OF OFFICIAL RECORDS, PAGE 514](#), MARIN COUNTY RECORDS.

PARCEL 12:

LOTS 16 AND 17, IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "SCHEUTZEN PARK TRACT," FILED FOR RECORD SEPTEMBER 04, 1907 IN [VOLUME 2 OF MAPS, AT PAGE 97](#), MARIN COUNTY RECORDS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL, THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM THOMAS PARSONS TO THE COUNTY OF MARIN, RECORDED JANUARY 03, 1961 IN [BOOK 1425 OF OFFICIAL RECORDS, AT PAGE 586](#), MARIN COUNTY RECORDS.

PARCEL 13:

LOT 11, BLOCK 2, AS SHOWN ON THE "MAP OF SCHEUTZEN PARK", AS RECORDED IN BOOK 2 OF MAPS, AT PAGE 97, OF MARIN COUNTY RECORDS.

PARCEL 14:

LOTS 26 AND 27, IN BLOCK 4, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SCHEUTZEN", RECORDED SEPTEMBER 04, 1907 IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MARIN, STATE OF CALIFORNIA.

PARCEL 15:

BEING PORTIONS OF LOT D, AS SAID LOT D IS SHOWN AND SO DESIGNATED ON THAT MAP ENTITLED "MAP OF SCHEUTZEN", RECORDED SEPTEMBER 4, 1907, FILED IN [BOOK 2 OF MAPS, AT PAGE 97](#), IN THE OFFICE OF THE COUNTY RECORDER OF MARIN COUNTY;

CONSISTING OF TWO (2) LAND AREAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA 1

ALL THAT PORTION OF LOT D LYING BETWEEN THE SOUTHWEST LINE OF LOT A AND THE NORTHEAST LINE OF LOT B, AS SHOWN ON SAID MAP.

AREA 2

ALL THAT PORTION OF LOT D LYING NORTHEASTERLY OF THE NORTHEAST LINE OF LOT A AS SHOWN ON SAID MAP;

EXCEPTING THEREFROM THE SOUTHWESTERN 20.00 FEET THEREOF, SAID LAND LYING WITHIN WOODLAND AVENUE (60' WIDE);

ALSO EXCEPTING THEREFROM ANY PORTION OF SAID LOT D LYING NORTHWESTERLY OF THE SOUTHEAST LINE OF THE 10.00 FOOT WIDE DITCH ADJACENT TO LOTS 5 AND 6 AS SHOWN ON SAID MAP.

APN(S): 018-074-16 (Affects Portion of Parcels 2 and 9),
018-075-28 (Affects Parcels 3, 4, 5, 10, 13, Portion of Parcels 2, 7, and 9),
018-085-23 (Affects Parcel 14, Portion of Parcels 2, 8 and 9),

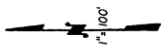
018-086-17 (Affects Parcels 11 and 12),
018-086-18 (Affects Parcels 1, 6, Portion of Parcels 8 and 9) and
Note: Parcel 15 No APN assessed yet.

18-07

Tax Rate Area
89-007

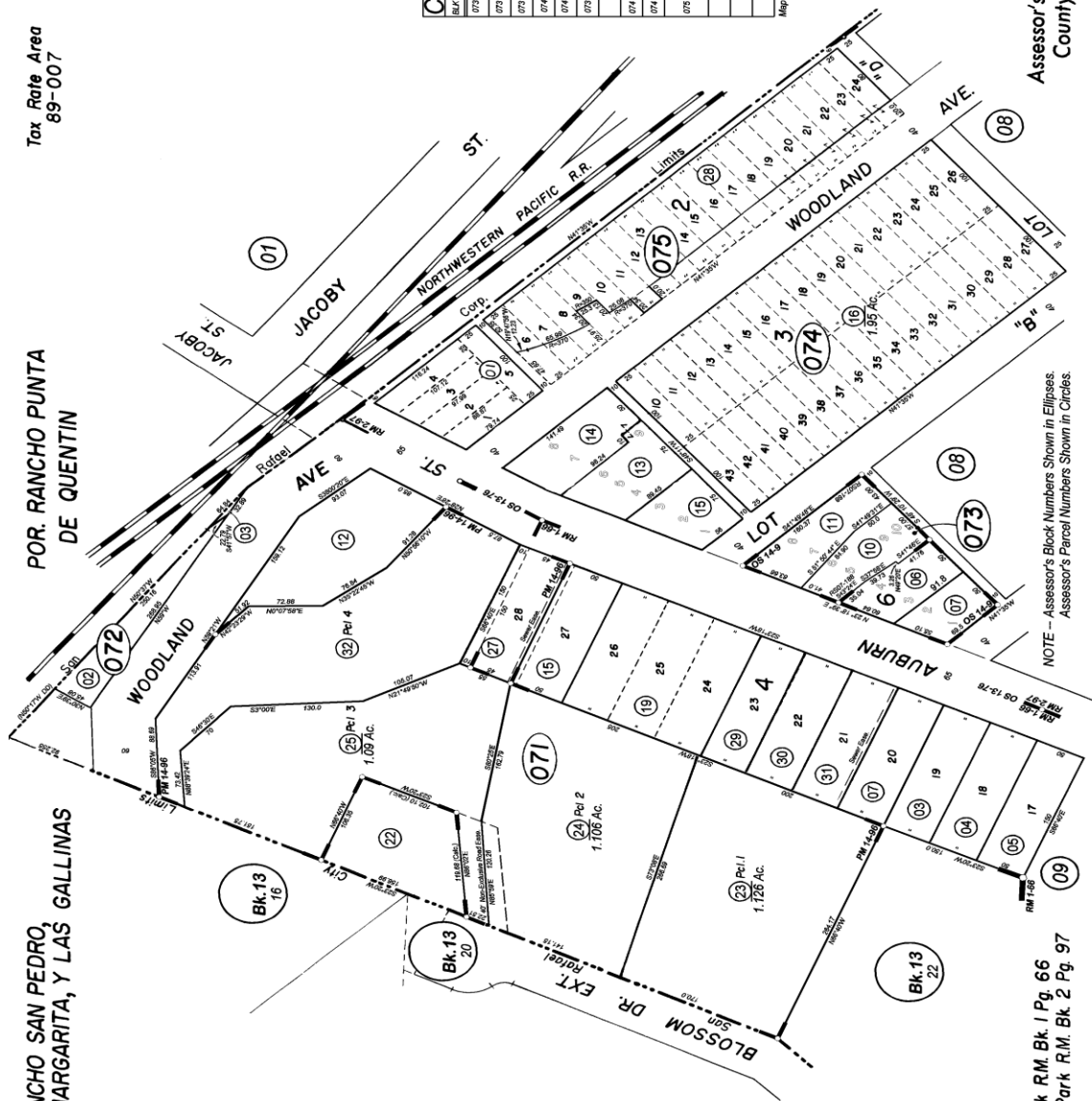
POR. RANCHO PUNTA
DE QUENTIN

POR. RANCHO SAN PEDRO,
SANTA MARGARITA, Y LAS GALLINAS



8/16/2016 MLP		CHANGES	
SEA PROGRAM	NEW/APP YR	NOTM	NOTM
072	018-02-06	NOTM	06
073	018-03-07	NOTM	06
073	018-02-06	NOTM	06
074	018-07-13	NOTM	06
074	018-07-14	NOTM	06
073	08	19.8.11	06 060
074	15	NOTM	T2
074	02.07	018-04-16	16 107
075	14.05.17	018-05-28	17 024
075	14.05.17	018-05-28	17 024
075	14.05.17	018-05-28	17 024

Map Update



Assessor's Map Bk. 18 -Pg. 07
County of Marin, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Lomita Park R.M. Bk. 1 Pg. 66
Scheutzen Park R.M. Bk. 2 Pg. 97

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

NOTICE

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.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

EXCEPTIONS FROM COVERAGE

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

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

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 unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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.

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

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 by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.