



First American Title™

Guarantee

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7184954

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

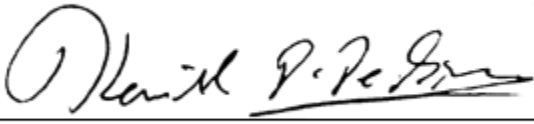
FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

By: _____
Authorized Countersignature **This jacket was created electronically and constitutes an original document**

© California Land Title Association. **All rights reserved.** The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses prohibited. Reprinted under license or express permission from the California Land Title Association.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title™

Schedule A

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7184954

File No.: 7184954

Guarantee No. 7184954

Amount of Liability: \$2,500.00

Date of Guarantee: October 04, 2024 at 7:30 A.M. Fee: \$500.00

1. [Name of Assured:](#)

Sequoia Deployment Services, Inc

2. The estate or interest in the Land which is covered by this Guarantee is:

FEE

3. The Land referred to in this Guarantee is described as follows:

Real property in the unincorporated area of the County of Marin, State of California, described as follows:

A portion of the Rancho Nicasio as patented by the United States to James Black, situated in the township of Nicasio, county and state aforesaid, and particularly described as follows:

Beginning at a post set at the intersection of the fences marking the common corner of the lands formerly of the estate of James Hiller, the estate of Mary A. Burdell, and the estate of Maria L. Velesco; running thence along the line fence dividing the lands of said estate of Mary A. Burdell and Maria L. Velesco as follows: South 41° 34' 00" East 1342.6 feet South 31° 49' 00" East 2074.7 feet, South 22° 05' 00" East 862.3 feet, South 2° 36' 00" East 478.7 feet; thence crossing and sub-dividing the lands of the estate of Mary A. Burdell, South 26° 41' 00" West 736.6 feet; thence South 31° 05' 00" West 1894 feet; thence South 41° 07' 00" East 3305.3 feet; thence South 3° 00' 00" West 524.9 feet; thence South 4° 32' 00" East 1363 feet; thence South 38° 33' 00" East 762.8 feet; thence South 29° 4' 00" East 579.7 feet; thence South 19° 27' 00" East 1029.6 feet; thence South 1° 29' 00" East 406.5 feet; thence South 17° 40' 00" West 413.5 feet; thence South 30° 40' 00" West 512.8 feet, thence South 45° 49' 00" West 1573.9 feet; thence South 21° 36' 00" West 768.2 feet to a stake near the junction of the Nicasio Creek with the Arroyo San Geronimo or paper creek, from which stake an elder tree 6 inches in diameter blazed and having a railroad spike driven into the same, bears North 16° 8' 00" East and is distant 361.9 feet; thence descending along the Arroyo San Geronimo to the most Easterly corner of the tract of land known as the "stocker place" formerly owned by the estate of Galon Burdell, running thence along the Northeast boundary line of the said "stocker place" North 25° 30' 00" West 17.40 chains; thence North 26° 15' 00" West 11.50 chains; thence North 34° 30' 00" West 6.20 chains, thence North 46° 15' 00" West 7.75 chains; thence North 62° 30' 00" West 2.50 chains; thence North 87° 45' 00" West 7.10 chains; thence North 65° 30' 00" West 7.70 chains; thence North 26° 45' 00" West 31.80 chains to the lands formerly owned by B. Tomasini, and thence along the Southeast boundary lines of the lands of B. Tomasini and the estate of James Miller, North 43° 15' 00" East 184.13 chains; to the Point of Beginning, being Tract "B", as

shown on the map accompanying referee report in partition in the action in the superior- court of the State of California, in and for the County of Marin, wherein Mabel Burdell Smith was Plaintiff and James B. Burdell, et al, were defendants, number 2931.

Excepting therefrom the portion thereof conveyed by James B. Burdell, et ux, to U. H. Tomasini, by deed dated June 16, 1910 and recorded June 18, 1910 in [Book 129 of deeds, at Page 162](#), particularly described as follows:

Beginning at the most Northerly corner of that portion of the Rancho Nicasio which was set apart to jas. B. Burdell by the decree of partition in the suit of Mabel burdell smith vs. Jas. B. Burdell, Et Al, dated August 11, 1908 and recorded in [Book 116 of deeds, at Page 264](#); Marin County records; running thence along a fence bounding the lands formerly owned by said Burdell, South 41° 34' 00" East 1342.6 feet, South 31° 49' 00" East 2074 feet, South 22° 05' 00" East 852.3 feet South 2° 38' 00" East 478.7 feet, South 26° 41' 00" West 736.6 feet and South 31° 05' 00" West 1894.9 feet, thence crossing and subdividing the said lands of Burdell and running thence along a fence North 43° 42' 00" West 1230.1 feet, North 73° 09' 00" West 198.2 feet, South 68° 37' 00" West 1182.6 feet, South 34° 49' 00" West 763.4 feet, South 10° 21' 00" West 267.7 feet, South 41° 27' 00" West 2943.3 feet South 76° 06' 00" West 168.2 feet, South 66° 09' 00" West 270.5 feet, South 79° 37' 00" West 308.8 feet, South 20° 41' 00" West 1075.6 feet, South 8° 53' 00" East 220.9 feet, South 16° 00' 00" West 1074.5 feet, South 65° 13' 00" West 564.6 feet and South 30° 01' 00" West 151.4 feet to a point in the Southerly boundary line of the said lands of Burdell also in the Northerly line of that certain tract of land known as the "stocker place" formerly owned by the estate of Galen Burdell, deceased, running thence in a general Westerly direction and along the line between the lands of the said jas. B. Burdell and the lands of said estate of Galen Burdell, as now fenced and enclosed a distance of 4286.0 feet to the lands of B. Tomasini; thence Northeasterly in, a straight line and along the Northwesterly boundary of the lands of said jas. B. Burdell 12123.0 feet, more or less, to the Point of Beginning.

Being a portion of the lands formerly of jas. B. Burdell in the Nicasio Rancho and commonly known as the Giannini ranch.

Excepting also land described in that certain road conveyed by said Burdell to the County of Marin, by deed dated September 10, 1912 and recorded September 13, 1912 in [Book 146 of deeds at Page 356](#).

Also excepting that portion thereof conveyed by Charmaine Burdell Veronda, also known as Charmaine A. Burdell to Robert Gallagher, . A married man, et al, dated February 14, 1966 and recorded February 18, 1966 in [Book 2026 of official records, at Page 280](#), described as follows:

Beginning at a point in the centerline of the Arroyo San Geronimo Creek or "paper mill creek", being the Westerly line of the lands conveyed to Robert Gallagher, which point bears North 3° 36' 51" East 4018.37 feet from the fence intersection marking the Northwest corner of the lands conveyed to Edward Gallagher by Filipe Garcia and wife on November 12, 1875 and recorded in [Book P of deeds, at Page 66](#), Marin County records; running thence from said Point of Beginning along the centerline of said Arroyo San Geronimo Creek, North 21° 40' 00" West 31.81 feet; thence leaving said creek centerline, South 60° 20' 00" West 86.44 feet and North 63° 05' 00" West 16.52 feet to a point in the Easterly line of a 50 foot county road (known as the Petaluma Point Reyes County Road) as described in the deed from Burdell to the County of Marin, recorded September 13, 1912 in [Book 146 of deeds, at Page 356](#), Marin County records; running thence along the Easterly line of said county road, South 6° 30' 00" East 142.01 feet; thence leaving said road line, North 14° 31' 00" East 51.28 feet; thence North 60° 20' 00" East 104.43 feet to a point in the centerline of the aforesaid Arroyo San Geronimo Creek; running thence along the centerline of said creek, North 21° 40' 00" West 48.98 feet to the point of beginning.

APN: 119-050-14

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. [Title to the estate or interest in the Land is vested in:](#)

SUPER FARM LLC, A DELAWARE LIMITED LIABILITY COMPANY

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.



First American Title™

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7184954

Schedule B

File No.: 7184954

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$10,878.86, OPEN
Penalty:	\$0.00
Second Installment:	\$10,878.86, OPEN
Penalty:	\$0.00
Tax Rate Area:	094-001
A. P. No.:	119-050-14

2. The land lies within the boundaries of assessment/community facilities District 2014-1 (CLEAN ENERGY), as disclosed by a map filed August 28, 2015 in [BOOK 2015, PAGE 124](#) of maps of assessment and community facilities districts.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. ANY EASEMENTS OR LESSER RIGHTS WHICH MAY BE CLAIMED AS TO A PORTION OF SAID LAND BY THE OWNERS OR USERS, INCLUDING ANY RIGHTS INCIDENTAL THERETO.

FOR: POWER POLES AND LINES

AFFECTS: A PORTION ALONG A COURSE RUNNING NEAR POINT REYES PETALUMA ROAD. EXACT LOCATION NOT DISCLOSED OR ASCERTAINABLE

5. THE RIGHT OF CONSTRUCT AND MAINTAIN DAMS, RESERVOIRS AND PLACES TO STORE WATER AND DIVERT AND APPROPRIATE SAME FROM THE PAPER MILL CREEK AS CONVEYED FROM LORETTA GARCIA TO THE MARIN COUNTY WATER COMPANY, BY DEED DATED APRIL 1, 1872 AND RECORDED APRIL 16, 1872 IN [BOOK "K" OF DEEDS AT PAGE 180](#), MARIN COUNTY RECORDS.

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

6. EASEMENTS, RIGHTS OR MATTERS AS CONTAINED OR REFERRED TO IN AN INSTRUMENT, RECORDED FEBRUARY 18, 1966 IN [BOOK 2026 OF OFFICIAL RECORDS, PAGE 280](#)

NOTE: REFERENCE IS MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

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

7. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded MARCH 15, 1968 as [BOOK 2197, PAGE 48](#) of Official Records.

8. An easement for CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, REMOVAL, REPAIR, MAINTENANCE, OPERATION AND USE OF A WELL AND WELL CASING and incidental purposes, recorded MAY 18, 1978 as [BOOK 3375, PAGE 596](#) of Official Records.
In Favor of: NORTH MARIN COUNTY WATER DISTRICT
Affects: AS DESCRIBED THEREIN

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

Terms and provisions contained in the above document.

9. An easement for LAYING DOWN, CONSTRUCTING, RECONSTRUCTING, REMOVING, REPLACING, REPAIRING, MAINTAINING, OPERATING AND USING A PIPE OR PIPES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS and incidental purposes, recorded MAY 18, 1978 as [BOOK 3375, PAGE 598](#) of Official Records.
In Favor of: NORTH MARIN COUNTY WATER DISTRICT, A PUBLIC CORPORATION
Affects: AS DESCRIBED THEREIN

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

Terms and provisions contained in the above document.

10. The terms and provisions contained in the document entitled "LICENSE FOR DIVERSION AND USE OF WATER" recorded JUNE 28, 1984 as INSTRUMENT NO. [84-030767](#) OF OFFICIAL RECORDS.

The terms and provisions contained in the document entitled "MEMORANDUM OF ASSIGNMENT AND CONVEYANCE OF WATER RIGHTS AGREEMENT" recorded JUNE 10, 2021 as INSTRUMENT NO. [2021-38557](#) of Official Records.

11. The terms, provisions and easement(s) contained in the document entitled "DEED OF AGRICULTURAL CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS" recorded OCTOBER 28, 1993 as INSTRUMENT NO. [93-090482](#) of Official Records.

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

12. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded AUGUST 22, 2001 as INSTRUMENT NO. [2001-0053604](#) of Official Records.

13. The terms and provisions contained in the document entitled "CERTIFICATE OF INSPECTION-INDIVIDUAL SEWAGE DISPOSAL SYSTEM PERMIT" recorded MARCH 11, 2010 as INSTRUMENT NO. [2010-11544](#) OF OFFICIAL RECORDS.

14. Intentionally Deleted

15. An easement for RIGHT FROM TIME TO TIME TO EXCAVATE FOR, CONSTRUCT, RECONSTRUCT, REPLACE, REMOVE, MAINTAIN, INSPECT, AND USE FACILITIES AND ASSOCIATED EQUIPMENT FOR PUBLIC UTILITY PURPOSES, INCLUDING, BUT NOT LIMITED ELECTRIC, GAS, AND COMMUNICATION FACILITIES, TOGETHER WITH A RIGHT OF WAY THEREFOR AND ALSO INGRESS THERETO AND EGRESS THEREFROM and incidental purposes, recorded MARCH 07, 2023 as INSTRUMENT NO. [2023-4614](#) of Official Records.
In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
Affects: AS DESCRIBED THEREIN

Terms and provisions contained in the above document.

16. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

17. Any right, title or interest of the spouse or domestic partner (if any) of any vestee herein.
18. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
19. Water rights, claims or title to water, whether or not shown by the Public Records.
20. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
21. 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.
22. Any claim that any portion of the land is or was formerly tidelands or submerged lands.



First American Title™

First American Title Company
1010 White Rock Road, Ste 300
El Dorado Hills, CA 95762

Illegal Restrictive Covenants

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.