

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Fremont, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Northerly line of the parcel of land described in the Deed from Lillian Scott to Washington Township Hospital District dated June 9, 1952 and recorded June 12, 1952 in [Book 6752 of Official Records of Alameda County at Page 167](#), Recorder's Series AG/48026, distant thereon North 86° 37' 58" West 69.84 (69.84) feet from the Northeasterly corner of said parcel and running thence North 34° 09' 40" East 72.58 (72.58) feet; thence North 48° 07' 02" West 351.47 (351.45) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), in the Office of the County Recorder of Alameda County; thence along said line South 89° 38' 20" East 370.98 (370.96) feet; thence leaving said line South 34° 09' 40" West 77.85 (77.84) feet; thence South 48° 07' 02" East 100.92 (100.91) feet; thence North 34° 09' 40" East 38.01 (38.01) feet; thence South 89° 38' 20" East 268.42 (268.40) feet; thence South 56° 11' 13" East 160.07 (160.06) feet to the Westerly line of the parcel described in the Deed from Pimentel to Alameda County Flood Control and Water Conservation District dated May 26, 1962 and recorded July 24, 1962 on [Reel 637, Image 527](#), Recorder's Series AT/99282; thence along said line South 9° 19' 19" East 140.00 (139.99) feet to the Northerly line of land described as Parcel 2 in the Deed from Kaiser to Alameda County Flood Control and Water Conservation District dated October 9, 1961 and recorded on [Reel 469, Image 229](#), recorder's series AS/152596 in the Office of the County Recorder of Alameda County; thence along said Northerly line of Parcel 2 and its prolongation along the Northerly line of Parcel 1 as described in said Deed from Kaiser to Alameda County Flood Control and Water Conservation District, and the aforesaid Northerly line of Scott to Washington Township Hospital District North 86° 37' 58" West 627.99 (627.95) feet to the point of beginning.

PARCEL TWO:

Beginning at the intersection of the Southerly line of the parcel of land described in the Deed from Duarte to Fontes dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), in the Office of the County Recorder of Alameda County with the Westerly line of the parcel described in the Deed from Pimentel to Alameda County Flood Control and Water Conservation District dated May 26, 1962 and recorded July 24, 1962 on [Reel 637, Image 527](#), Recorder's Series AT/99282 and running thence along said Southerly line North 89° 38' 20" West 447.08 (447.05) feet; thence South 34° 09' 40" West 77.85 (77.84) feet; thence South 48° 07' 02" East 100.92 (100.91) feet; thence North 34° 09' 40" East 38.01 (38.01) feet; thence South 89° 38' 20" East 268.42 (268.40) feet; thence South 56° 11' 13" East 160.07 (160.06) feet to the aforesaid Westerly line of Pimentel to Alameda County Flood Control and

Water Conservation District; thence along said line North 9° 19' 19" West 86.67 (86.66) feet to an angle point therein; thence still along said line North 3° 51' 40" East 103.00 (102.99) feet to the point of beginning.

EXCEPTING THEREFROM PARCEL TWO:

That portion lying within the boundaries of the Parcel of land described in the Deed to Alameda County Flood Control and Water Conservation District, recorded March 14, 1989, [Series No. 89-070321 of Official Records](#).

PARCEL THREE:

Beginning at the most Northerly corner of that certain parcel of land described in the Deed from Antone R. Fontes, et al, to Robert M. Hansen, et al, recorded May 10, 1966 on [Reel 1765, Image 84](#), Series No. AY/59010, Official Records of Alameda County, said point being on the existing Southeasterly line of Mowry Avenue, 68 feet wide, and running thence along said line of Mowry Avenue North 34° 09' 40" East, 68.24 (68.24) feet; thence leaving said line South 47° 52' 16" East 133.73 (133.72) feet; thence North 81° 17' 45" East 63.01 (63.01) feet; thence South 48° 07' 02" East, 258.51 (258.49) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes, dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#) in the Office of the County Recorder of Alameda County; thence along said line North 89° 38' 20" West 103.97 (103.96) feet to the Northeasterly line of the aforesaid Fontes to Hansen parcel; thence along said line North 55° 50' 20" West 348.39 (348.37) feet to the point of beginning.

EXCEPTING FROM PARCEL THREE:

Beginning at the most Northerly corner of that certain parcel of land described in the Deed from Antone R. Fontes, et al, to Robert M. Hansen, et al, recorded May 10, 1966 on [Reel 1765, Image 84](#), Series No. AY/59010, Official Records of Alameda County, said point being on the existing Southeasterly line of Mowry Avenue, 68 feet wide, and running thence along said line of Mowry Avenue North 34° 09' 40" East, 68.24 feet; thence leaving said line South 47° 52' 16" East 12.62 feet; thence South 34° 09' 40" West, 66.49 feet to the Northeasterly line of the aforesaid Fontes to Hansen parcel; thence along said line North 55° 50' 20" West 12.50 feet to the point of beginning.

PARCEL FOUR:

Commencing at a point on the Northerly line of the parcel of land described in the Deed from Lillian Scott to Washington Township Hospital District dated June 9, 1952 and recorded June 12, 1932 in [Book 6752 of Official Records of Alameda County at Page 167](#), recorder's series AC/48026 distant thereon North 86° 37' 58" West, 69.84 (69.84) feet from the Northeasterly corner of said parcel and running thence North 34° 09' 40" East 72.58 (72.58) feet; thence North 48° 07' 02" West 351.47 (351.45) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes, dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#) in the Office of the County Recorder of Alameda County and the true point of beginning; thence continuing North 48° 07' 02" West, 68.92 (68.92) feet; thence North 0° 58' 42" East 59.48 (59.48) feet; thence North 47° 52' 16" West 110.92

(110.91) feet to the Southeasterly line of the parcel described in Deed from Robert Hansen, et al, to the City of Fremont, recorded March 13, 1967 on [Reel 1929, Image 724](#), Series AZ/22513, Official Records of Alameda County; thence along said line North 34° 09' 40' East, 9.39 (9.39) feet to the Northeasterly line of the parcel of land described in the Deed from Antone R. Fontes, et al, to Robert M. Hansen, et al, recorded May 10, 1966 on [Reel 1765, Image 84](#), Series No. AY/59010, Official Records of Alameda County; thence along said line South 55° 50' 20" East 335.89 (335.87) feet to the aforementioned Southerly line of Duarte to Fontes; thence along said line North 89° 38' 20" West 150.63 (150.64) feet to the true point of beginning.

PARCEL FIVE:

Commencing at the point of intersection of the Northeasterly line of Parcel 2, with the Northwesterly line of Walnut Avenue, 104.00 feet in width, as said parcel and avenue are delineated and so designated on that certain Map entitled "Parcel Map No. 290", filed July 17, 1967, in [Book 54 of Maps at Page 49](#) thereof, Records of Alameda County, California, and running thence along the direct production Northeasterly of said Northwesterly line of Walnut Avenue North 32° 41' 18" East (the bearing of said Northwesterly line of Walnut Avenue being taken as North 32° 41' 18" East for the purpose of making his description), 409.92 feet; thence North 56° 11' 13" West, 749.03 feet to the Westerly line of that certain parcel of land described in the Deed from Sarah D. Pimentel and Emanuel S. Dames, as Executors of the Last Will of Manuel S. Damas, also known as Manuel Silveira Damos, deceased, to Alameda County Flood Control and Water Conservation District, dated May 26, 1962, and recorded July 24, 1962, in [Reel 637 of Official Records at Image 527](#) thereof, (AT 99282), Records of Alameda County, California; thence along said Westerly line, South 9° 19' 19" East, 163.28 feet to the Northerly line of that certain parcel of land described as Parcel 1 in the Deed from Henry J. Kaiser Company to Alameda County Flood Control and Water Conservation District, dated October 9, 1961, and recorded December 8, 1961, in [Reel 469 of Official Records at Image 229](#) thereof, (AS 152596), Records of Alameda County, California; thence along said Northerly line of Parcel 1 and along the Northerly line of that certain parcel of land described in the Deed from Washington Township Hospital District of the County of Alameda, State of California, a political subdivision, to Alameda County Flood Control and Water Conservation District, dated May 6, 1960, and recorded June 2, 1960, in [Reel 98 of Official Records at Image 702](#) thereof (AR 64126), Records of Alameda County, California, North 86° 37' 58" West, 610.49 feet; thence leaving last said Northerly line, South 4° 34' 36" West, 35.00 feet to a point on the Southerly line of said parcel of land (AR 64126); thence along said Southerly line, South 86° 37' 58" East, 32.26 feet to an intersection thereof with the direct production Northwesterly of the Southwesterly line of the aforesaid Parcel 2, Parcel Map No. 290; thence along said direct production South 23° 23' 03" East, 16.80 feet to the Northerly line of said Parcel 2, Parcel Map No. 290; thence along said Northerly line, South 86° 37' 58" East, 550.01 feet to the Northeasterly line of said Parcel 2, Parcel Map No. 290; thence along said Northeasterly line, South 38° 21' 41" East, 456.35 feet to the aforesaid Northeasterly line of Parcel 2, Parcel Map No. 290; thence along said Northeasterly line, South 30° 45' 25" East, 226.01 feet to the point of commencement.

PARCEL SIX:

All that certain real property situate in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 2, as shown and delineated on that certain Parcel Map

entitled "Parcel Map No. 290" as filed on July 17, 1967 in [Book 54 of Parcel Maps, at Page 49](#), more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2; thence along the Northerly line of said Parcel 2 South $86^{\circ} 38' 06''$ East, a distance of 550.02 feet to the most Northerly corner of said Parcel 2;

Thence along the Northeasterly line of said Parcel 2 South $38^{\circ} 21' 41''$ East, a distance of 456.35 feet;

Thence South $30^{\circ} 45' 25''$ East, a distance of 226.01 feet to the Northeast corner of said Parcel 2, said point also being on the Northwesterly right-of-way line of Walnut Avenue;

Thence along the Southeasterly line of said Parcel 2 South $32^{\circ} 41' 10''$ West, a distance of 263.67 feet to the Southeast corner of said Parcel 2;

Thence along the Southwesterly line of said Parcel 2 North $56^{\circ} 11' 21''$ West, a distance of 651.69 feet;

Thence along the arc of a tangent curve to the left, having a radius of 40.00 feet, through a central angle of $44^{\circ} 20' 08''$, an arc distance of 30.95 feet to a point in the Northeasterly line of Bart Way;

Thence along the Northeasterly line of Bart Way North $10^{\circ} 31' 43''$ West, a distance of 38.92 feet;

Thence along the arc of a tangent curve to the left, having a radius of 3.50 feet, through a central angle of $45^{\circ} 39' 38''$, an arc distance of 2.79 feet;

Thence North $56^{\circ} 11' 21''$ West, a distance of 46.24 feet;

Thence along the arc of a tangent curve to the left, having a radius of 3.50 feet, through a central angle of $27^{\circ} 03' 26''$, an arc distance of 1.65 feet;

Thence North $83^{\circ} 14' 47''$ West, a distance of 25.69 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 90.00 feet, the center of which bears North $78^{\circ} 13' 59''$ West, through a central angle of $17^{\circ} 00' 29''$, an arc distance of 26.72 feet;

Thence North $05^{\circ} 14' 27''$ West, a distance of 121.19 feet;

Thence along the arc of a tangent curve to the left having a radius of 20.00 feet, through a central angle of $50^{\circ} 39' 00''$, an arc distance of 17.68 feet;

Thence North $55^{\circ} 53' 27''$ West, a distance of 90.91 feet to a point on the Westerly line of said Parcel 2;

Thence along the Westerly line of said Parcel 2 North 23° 22' 47" West, a distance of 168.52 feet to the point of beginning.

The bearings and distances within this description are based upon the California Coordinate System, NAD 83, Zone III. multiply by 1.0000611 to obtain ground distances.

Being described as the "New Lot 2" pursuant to Lot Line Adjustment PLN2014-00089, recorded October 7, 2014 under Recorder's Serial Number [2014-244426](#) of Official Records.

PARCEL SEVEN:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, being a portion of that certain real property shown as Parcel 1 on that Map entitled "Parcel Map 5503", filed January 23, 1990, in [Book 189 of Maps, at Pages 25 through 27](#), Alameda County Records, and conveyed in that certain Grant Deed recorded September 1, 1998 as Document [98-303987](#), Alameda County Official Records, granted to Brookwood Pacific Investors, LLC from Leighton Pacific Developments, Inc., successor-by-merger to Leighton Realty, Inc., more particularly described as follows:

Beginning at a point at the most Northerly corner of said Parcel 1; thence along the Northeasterly line of said Parcel 1, South 30° 45' 47" East 202.02 feet; thence leaving said Northeasterly line, North 51° 02' 18" West 181.80 feet, to a point on the Northwestern line of said Parcel 1, said Northwestern line also being the Southeasterly line of Walnut Avenue; thence along said line, North 32° 40' 56" East 70.43 feet, to the Point of Beginning.

Bearings and distances are based on the California Coordinate System, Zone 3, NAD 1983 (CCS83). Multiply distances shown by 1.0000706 to obtain ground level distances. All distances are in feet and/or decimals thereof except as noted.

PARCEL EIGHT:

Beginning at the intersection of the Southeastern line of County Road No. 94, leading from Mowry's Landing to Niles, with the Northern line of the parcel of land described in the Deed from Prank Garcia Duarte to Manuel Garcia Duarte dated September 27, 1888, recorded September 28, 1888, in [Book 355 of Deeds, Page 373](#), Alameda County Records; running thence along the last named line South 56° 38' East 216 feet; thence continuing along said Northern line North 89° 01' East 1082.268 feet to the Northeastern line of Survey 77 of the Official Connected Plat of the Ex-Mission San Jose; thence along the last named line North 28° West 241.23 feet, more or less, to the Northern line of the parcel of land described in the Deed from Manuel Garcia Duarte, Prank S. Francis and Mary Francis, to Jose R. De Fontes, dated October 23, 1916, recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), Alameda County Records; thence along the last named line North 72° 36' West 938.32 feet, more or less, to the said Southeastern line of County Road No. 94; and then along the last named line South 32° 49' West 466.35 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed from Antone R. Fontes, et al to Robert M. Hansen, et al. recorded May 10, 1966, [Reel 1765, Image 84](#), Series No. AT/59010, Official Records.

ALSO EXCEPTING THEREFROM, that portion thereof described the Deed from Atone R. Fontes and Joseph R. Fontes, to City of Fremont. a municipal corporation, dated November 14, 1960, recorded November 23, 1960 Series No. [AR/138808](#), Alameda County Records.

ALSO EXCEPTING THEREFROM, that portion thereof described in the Deed from Antonio R. Pontes and Belle M. Fontes, his wife and Joseph R. Fontes and Theresa D. Fontes, his wife, to Alameda County Flood Control and Water Conservation District, dated April 17, 1962 and recorded May 31, 1962, Series No. [AT/72679](#). Alameda County Records.

ALSO EXCEPTING THEREFROM, that portion thereof described in the Deed to San Francisco Bay Area Rapid Transit District recorded March 31, 1971 on [Reel 2817, Image 852](#), Official Records and the Deed to the City of Fremont, recorded March 31, 1971 on [Reel 2817, Image 855](#), Official Records.

ALSO EXCEPTING THEREFROM, that portion lying within described parcel:

Beginning at the point of intersection of the Northeastern line of Parcel 2, with the Northwestern line of Walnut Avenue, 104.00 feet in width, as said parcel and avenue are delineated and so designated on that certain Map entitled "Parcel Map No. 290" etc., filed July 17, 1967, in [Book 54 of Maps at Page 49](#) thereof, Records of Alameda County, California, and running thence along the direct production Northeasterly of said Northwestern line of Walnut Avenue, North 32° 41' 18" East (the bearing of said Northwestern line of Walnut Avenue being taken as North 32° 41' 18" East for the purpose of making this description), 409.92 feet; thence leaving said line so produced North 56° 11' 13" West, 749.03 feet to a point on the Western line of that certain parcel of land described in the Deed from Sarah D. Pimentel and Emanuel S. Dames, as Executors of the Last Will of Manuel S. Damas, also known as Manuel Silveira Damos, deceased, to Alameda County Flood Control and Water Conservation District, dated May 26, 1962, and recorded July 24, 1962, in [Reel 637 of Official Records at Image 527](#) thereof (AT 99282), Records of Alameda County, California, last said point being the actual point of commencement; thence North 56° 11' 13" West, 275.59 feet; thence North 18° 41' 19" East, 320.77 feet to the Northern line of that certain parcel of land conveyed to San Francisco Bay Area Rapid Transit District by the State of California by Directors Deed (DD03241-01-01) recorded August 31, 1982, as Series No. [82-132219](#), Official Records of Alameda County, California; thence along said Northern line South 71° 18' 41" East, 95.86 feet; thence South 6° 59' 44" East, 263.17 feet; thence South 3° 51' 40" West, 102.99 feet; thence South 9° 19' 19" East, 63.37 feet to the actual point of commencement.

APNS: 501-1200-08-02 (Parcels One, Two, Three & Four);

507-0400-019-01, 507-0455-015-01, 507-0465-003-03, and 501-1200-007-02

(Parcel Five);

507-0465-001-39 and 507-0465-001-54 (Parcel Six);

507-0465-016-01 Parcel Seven); and

501-1200-004-22 (Parcel Eight)



OLD REPUBLIC
TITLE COMPANY

555 12th Street, Suite 2000
Oakland, CA 94607
(510) 272-1121 Fax: (510) 208-5045

PRELIMINARY REPORT

SECOND AMEND

SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT (BART)
2150 Webster Street, 9th floor
Oakland, CA 94612

Our Order Number 1117028682-JM

When Replying Please Contact:

Julie Massey
JMassey@ortc.com
(510) 272-1121

Property Address:

"Fremont BART" Multi APNs, Fremont, CA 94536

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I 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 March 3, 2025, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1117028682-JM
SECOND AMEND

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

CLTA Standard Coverage Owner's Policy of Title Insurance - 2022; AND ALTA Loan Policy of Title Insurance - 2021. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

San Francisco Bay Area Rapid Transit District, a rapid transit district

The land referred to in this Report is situated in the County of Alameda, City of Fremont, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Northerly line of the parcel of land described in the Deed from Lillian Scott to Washington Township Hospital District dated June 9, 1952 and recorded June 12, 1952 in [Book 6752 of Official Records of Alameda County at Page 167](#), Recorder's Series AG/48026, distant thereon North 86° 37' 58" West 69.84 (69.84) feet from the Northeasterly corner of said parcel and running thence North 34° 09' 40" East 72.58 (72.58) feet; thence North 48° 07' 02" West 351.47 (351.45) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), in the Office of the County Recorder of Alameda County; thence along said line South 89° 38' 20" East 370.98 (370.96) feet; thence leaving said line South 34° 09' 40" West 77.85 (77.84) feet; thence South 48° 07' 02" East 100.92 (100.91) feet; thence North 34° 09' 40" East 38.01 (38.01) feet; thence South 89° 38' 20" East 268.42 (268.40) feet; thence South 56° 11' 13" East 160.07 (160.06) feet to the Westerly line of the parcel described in the Deed from Pimentel to Alameda County Flood Control and Water Conservation District dated May 26, 1962 and recorded July 24, 1962 on [Reel 637, Image 527](#), Recorder's Series AT/99282; thence along said line South 9° 19' 19" East 140.00 (139.99) feet to the Northerly line of land described as Parcel 2 in the Deed from Kaiser to Alameda County Flood Control and Water Conservation District dated October 9, 1961 and recorded on [Reel 469, Image 229](#), recorder's series AS/152596 in the Office of the County Recorder of Alameda County; thence along said Northerly line of Parcel 2 and its prolongation along the Northerly line of Parcel 1 as described in said Deed from Kaiser to Alameda County Flood Control and Water Conservation District, and the aforesaid Northerly line of Scott to Washington Township Hospital District North 86° 37' 58" West 627.99 (627.95) feet to the point of beginning.

PARCEL TWO:

Beginning at the intersection of the Southerly line of the parcel of land described in the Deed from Duarte to Fontes dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), in the Office of the County Recorder of Alameda County with the Westerly line of the parcel described in the Deed from Pimentel to Alameda County Flood Control and Water Conservation District dated May 26, 1962 and recorded July 24, 1962 on [Reel 637, Image 527](#), Recorder's Series AT/99282 and running thence along said Southerly line North 89° 38' 20" West 447.08 (447.05) feet; thence South 34° 09' 40" West 77.85 (77.84) feet; thence

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South 48° 07' 02" East 100.92 (100.91) feet; thence North 34° 09' 40" East 38.01 (38.01) feet; thence South 89° 38' 20" East 268.42 (268.40) feet; thence South 56° 11' 13" East 160.07 (160.06) feet to the aforesaid Westerly line of Pimentel to Alameda County Flood Control and Water Conservation District; thence along said line North 9° 19' 19" West 86.67 (86.66) feet to an angle point therein; thence still along said line North 3° 51' 40" East 103.00 (102.99) feet to the point of beginning.

EXCEPTING THEREFROM PARCEL TWO:

That portion lying within the boundaries of the Parcel of land described in the Deed to Alameda County Flood Control and Water Conservation District, recorded March 14, 1989, [Series No. 89-070321 of Official Records](#).

PARCEL THREE:

Beginning at the most Northerly corner of that certain parcel of land described in the Deed from Antone R. Fontes, et al, to Robert M. Hansen, et al, recorded May 10, 1966 on [Reel 1765, Image 84](#), Series No. AY/59010, Official Records of Alameda County, said point being on the existing Southeasterly line of Mowry Avenue, 68 feet wide, and running thence along said line of Mowry Avenue North 34° 09' 40" East, 68.24 (68.24) feet; thence leaving said line South 47° 52' 16" East 133.73 (133.72) feet; thence North 81° 17' 45" East 63.01 (63.01) feet; thence South 48° 07' 02" East, 258.51 (258.49) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes, dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#) in the Office of the County Recorder of Alameda County; thence along said line North 89° 38' 20" West 103.97 (103.96) feet to the Northeasterly line of the aforesaid Fontes to Hansen parcel; thence along said line North 55° 50' 20" West 348.39 (348.37) feet to the point of beginning.

EXCEPTING FROM PARCEL THREE:

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Commencing at a point on the Northerly line of the parcel of land described in the Deed from Lillian Scott to Washington Township Hospital District dated June 9, 1952 and recorded June 12, 1932 in [Book 6752 of Official Records of Alameda County at Page 167](#), recorder's series AC/48026 distant thereon North 86°37' 58" West, 69.84 (69.84) feet from the Northeasterly corner of said parcel and running thence North 34° 09' 40" East 72.58 (72.58) feet; thence North 48° 07' 02" West 351.47 (351.45) feet to the Southerly line of the parcel of land described in the Deed from Duarte to Fontes, dated October 23, 1916 and recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#) in the Office of the County Recorder of Alameda County and the true point of beginning; thence continuing North 48° 07' 02" West, 68.92 (68.92) feet; thence North 0° 58' 42" East 59.48 (59.48) feet; thence North 47° 52' 16" West 110.92 (110.91) feet to the Southeasterly line of the parcel described in Deed from Robert Hansen, et al, to the City of Fremont, recorded March 13, 1967 on [Reel 1929, Image 724](#), Series AZ/22513, Official Records of Alameda County; thence along said line North 34° 09' 40"

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East, 9.39 (9.39) feet to the Northeasterly line of the parcel of land described in the Deed from Antone R. Fontes, et al, to Robert M. Hansen, et al, recorded May 10, 1966 on [Reel 1765](#), [Image 84](#), Series No. AY/59010, Official Records of Alameda County; thence along said line South 55° 50' 20" East 335.89 (335.87) feet to the aforementioned Southerly line of Duarte to Fontes; thence along said line North 89° 38' 20" West 150.63 (150.64) feet to the true point of beginning.

PARCEL FIVE:

Commencing at the point of intersection of the Northeasterly line of Parcel 2, with the Northwesterly line of Walnut Avenue, 104.00 feet in width, as said parcel and avenue are delineated and so designated on that certain Map entitled "Parcel Map No. 290", filed July 17, 1967, in [Book 54 of Maps at Page 49](#) thereof, Records of Alameda County, California, and running thence along the direct production Northeasterly of said Northwesterly line of Walnut Avenue North 32° 41' 18" East (the bearing of said Northwesterly line of Walnut Avenue being taken as North 32° 41' 18" East for the purpose of making his description), 409.92 feet; thence North 56° 11' 13" West, 749.03 feet to the Westerly line of that certain parcel of land described in the Deed from Sarah D. Pimentel and Emanuel S. Dames, as Executors of the Last Will of Manuel S. Damas, also known as Manuel Silveira Damos, deceased, to Alameda County Flood Control and Water Conservation District, dated May 26, 1962, and recorded July 24, 1962, in [Reel 637 of Official Records at Image 527](#) thereof, (AT 99282), Records of Alameda County, California; thence along said Westerly line, South 9° 19' 19" East, 163.28 feet to the Northerly line of that certain parcel of land described as Parcel 1 in the Deed from Henry J. Kaiser Company to Alameda County Flood Control and Water Conservation District, dated October 9, 1961, and recorded December 8, 1961, in [Reel 469 of Official Records at Image 229](#) thereof, (AS 152596), Records of Alameda County, California; thence along said Northerly line of Parcel 1 and along the Northerly line of that certain parcel of land described in the Deed from Washington Township Hospital District of the County of Alameda, State of California, a political subdivision, to Alameda County Flood Control and Water Conservation District, dated May 6, 1960, and recorded June 2, 1960, in [Reel 98 of Official Records at Image 702](#) thereof (AR 64126), Records of Alameda County, California, North 86° 37' 58" West, 610.49 feet; thence leaving last said Northerly line, South 4° 34' 36" West, 35.00 feet to a point on the Southerly line of said parcel of land (AR 64126); thence along said Southerly line, South 86° 37' 58" East, 32.26 feet to an intersection thereof with the direct production Northwesterly of the Southwesterly line of the aforesaid Parcel 2, Parcel Map No. 290; thence along said direct production South 23° 23' 03" East, 16.80 feet to the Northerly line of said Parcel 2, Parcel Map No. 290; thence along said Northerly line, South 86° 37' 58" East, 550.01 feet to the Northeasterly line of said Parcel 2, Parcel Map No. 290; thence along said Northeasterly line, South 38° 21' 41" East, 456.35 feet to the aforesaid Northeasterly line of Parcel 2, Parcel Map No. 290; thence along said Northeasterly line, South 30° 45' 25" East, 226.01 feet to the point of commencement.

PARCEL SIX:

All that certain real property situate in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 2, as shown and delineated on that certain Parcel Map entitled "Parcel Map No. 290" as filed on July 17, 1967 in [Book 54 of Parcel Maps, at Page 49](#), more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2; thence along the Northerly line of said Parcel 2 South 86° 38' 06" East, a distance of 550.02 feet to the most Northerly corner of said Parcel 2;

Thence along the Northeasterly line of said Parcel 2 South 38° 21' 41" East, a distance of 456.35 feet;

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Thence South 30° 45' 25" East, a distance of 226.01 feet to the Northeast corner of said Parcel 2, said point also being on the Northwesterly right-of-way line of Walnut Avenue;

Thence along the Southeasterly line of said Parcel 2 South 32° 41' 10" West, a distance of 263.67 feet to the Southeast corner of said Parcel 2;

Thence along the Southwesterly line of said Parcel 2 North 56° 11' 21" West, a distance of 651.69 feet;

Thence along the arc of a tangent curve to the left, having a radius of 40.00 feet, through a central angle of 44° 20' 08", an arc distance of 30.95 feet to a point in the Northeasterly line of Bart Way;

Thence along the Northeasterly line of Bart Way North 10° 31' 43" West, a distance of 38.92 feet;

Thence along the arc of a tangent curve to the left, having a radius of 3.50 feet, through a central angle of 45° 39' 38", an arc distance of 2.79 feet;

Thence North 56° 11' 21" West, a distance of 46.24 feet;

Thence along the arc of a tangent curve to the left, having a radius of 3.50 feet, through a central angle of 27° 03' 26", an arc distance of 1.65 feet;

Thence North 83° 14' 47" West, a distance of 25.69 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 90.00 feet, the center of which bears North 78° 13' 59" West, through a central angle of 17° 00' 29", an arc distance of 26.72 feet;

Thence North 05° 14' 27" West, a distance of 121.19 feet;

Thence along the arc of a tangent curve to the left having a radius of 20.00 feet, through a central angle of 50° 39' 00", an arc distance of 17.68 feet;

Thence North 55° 53' 27" West, a distance of 90.91 feet to a point on the Westerly line of said Parcel 2;

Thence along the Westerly line of said Parcel 2 North 23° 22' 47" West, a distance of 168.52 feet to the point of beginning.

The bearings and distances within this description are based upon the California Coordinate System, NAD 83, Zone III. multiply by 1.0000611 to obtain ground distances.

Being described as the "New Lot 2" pursuant to Lot Line Adjustment PLN2014-00089, recorded October 7, 2014 under Recorder's Serial Number [2014-244426](#) of Official Records.

PARCEL SEVEN:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, being a portion of that certain real property shown as Parcel 1 on that Map entitled "Parcel Map 5503", filed January 23, 1990, in [Book 189 of Maps, at Pages 25 through 27](#), Alameda County Records, and conveyed in that certain Grant Deed recorded September 1, 1998 as Document [98-303987](#), Alameda County Official Records,

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granted to Brookwood Pacific Investors, LLC from Leighton Pacific Developments, Inc., successor-by-merger to Leighton Realty, Inc., more particularly described as follows:

Beginning at a point at the most Northerly corner of said Parcel 1; thence along the Northeasterly line of said Parcel 1, South 30° 45' 47" East 202.02 feet; thence leaving said Northeasterly line, North 51° 02' 18" West 181.80 feet, to a point on the Northwesterly line of said Parcel 1, said Northwesterly line also being the Southeasterly line of Walnut Avenue; thence along said line, North 32° 40' 56" East 70.43 feet, to the Point of Beginning.

Bearings and distances are based on the California Coordinate System, Zone 3, NAD 1983 (CCS83). Multiply distances shown by 1.0000706 to obtain ground level distances. All distances are in feet and/or decimals thereof except as noted.

PARCEL EIGHT:

Beginning at the intersection of the Southeastern line of County Road No. 94, leading from Mowry's Landing to Niles, with the Northern line of the parcel of land described in the Deed from Prank Garcia Duarte to Manuel Garcia Duarte dated September 27, 1888, recorded September 28, 1888, in [Book 355 of Deeds, Page 373](#), Alameda County Records; running thence along the last named line South 56° 38' East 216 feet; thence continuing along said Northern line North 89° 01' East 1082.268 feet to the Northeastern line of Survey 77 of the Official Connected Plat of the Ex-Mission San Jose; thence along the last named line North 28° West 241.23 feet, more or less, to the Northern line of the parcel of land described in the Deed from Manuel Garcia Duarte, Prank S. Francis and Mary Francis, to Jose R. De Fontes, dated October 23, 1916, recorded October 31, 1916 in [Book 2491 of Deeds, Page 406](#), Alameda County Records; thence along the last named line North 72° 36' West 938.32 feet, more or less, to the said Southeastern line of County Road No. 94; and then along the last named line South 32° 49' West 466.35 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed from Antone R. Fontes, et al to Robert M. Hansen, et al. recorded May 10, 1966, [Reel 1765, Image 84](#), Series No. AT/59010, Official Records.

ALSO EXCEPTING THEREFROM, that portion thereof described the Deed from Atone R. Fontes and Joseph R. Fontes, to City of Fremont. a municipal corporation, dated November 14, 1960, recorded November 23, 1960 Series No. [AR/138808](#), Alameda County Records.

ALSO EXCEPTING THEREFROM, that portion thereof described in the Deed from Antonio R. Pontes and Belle M. Fontes, his wife and Joseph R. Fontes and Theresa D. Fontes, his wife, to Alameda County Flood Control and Water Conservation District, dated April 17, 1962 and recorded May 31, 1962, Series No. [AT/72679](#). Alameda County Records.

ALSO EXCEPTING THEREFROM, that portion thereof described in the Deed to San Francisco Bay Area Rapid Transit District recorded March 31, 1971 on [Reel 2817, Image 852](#), Official Records and the Deed to the City of Fremont, recorded March 31, 1971 on [Reel 2817, Image 855](#), Official Records.

ALSO EXCEPTING THEREFROM, that portion lying within described parcel:

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Beginning at the point of intersection of the Northeastern line of Parcel 2, with the Northwestern line of Walnut Avenue, 104.00 feet in width, as said parcel and avenue are delineated and so designated on that certain Map entitled "Parcel Map No. 290" etc., filed July 17, 1967, in [Book 54 of Maps at Page 49](#) thereof, Records of Alameda County, California, and running thence along the direct production Northeasterly of said Northwestern line of Walnut Avenue, North 32° 41' 18" East (the bearing of said Northwestern line of Walnut Avenue being taken as North 32° 41' 18" East for the purpose of making this description), 409.92 feet; thence leaving said line so produced North 56° 11' 13" West, 749.03 feet to a point on the Western line of that certain parcel of land described in the Deed from Sarah D. Pimentel and Emanuel S. Dames, as Executors of the Last Will of Manuel S. Damas, also known as Manuel Silveira Damos, deceased, to Alameda County Flood Control and Water Conservation District, dated May 26, 1962, and recorded July 24, 1962, in [Reel 637 of Official Records at Image 527](#) thereof (AT 99282), Records of Alameda County, California, last said point being the actual point of commencement; thence North 56° 11' 13" West, 275.59 feet; thence North 18° 41' 19" East, 320.77 feet to the Northern line of that certain parcel of land conveyed to San Francisco Bay Area Rapid Transit District by the State of California by Directors Deed (DD03241-01-01) recorded August 31, 1982, as Series No. [82-132219](#), Official Records of Alameda County, California; thence along said Northern line South 71° 18' 41" East, 95.86 feet; thence South 6° 59' 44" East, 263.17 feet; thence South 3° 51' 40" West, 102.99 feet; thence South 9° 19' 19" East, 63.37 feet to the actual point of commencement.

APNS: 501-1200-08-02 (Parcels One, Two, Three & Four);

507-0400-019-01, 507-0455-015-01, 507-0465-003-03, and 501-1200-007-02

(Parcel Five);

507-0465-001-39 and 507-0465-001-54 (Parcel Six);

507-0465-016-01 Parcel Seven); and

501-1200-004-22 (Parcel Eight)

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

1. Intentionally Deleted
2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

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4. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : 2014-1
For : Clean Energy
Disclosed By : Assessment Map
Recorded : [August 24, 2015 in Book 18 of Assessment Maps, Page 65](#)

Further information may be obtained by contacting:
California Home Finance Authority
(855)740-8422

5. Water rights, claims or title to water, whether or not shown by the public records.

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the map filed on [February 23, 1982 in Book 131 of Parcel Maps, at Page 94](#)

For : Public Utility
Affects : A Northerly portion of Parcel Seven

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed
Granted To : The Alameda County Flood Control and Water Conservation District, a body corporate and politic
For : Storm Drain
Recorded : [March 14, 1989 in Official Records under Recorder's Serial Number 89-070321](#)
Affects : As described therein

Upon the terms and conditions contained therein.

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8. Terms and provisions as contained in an instrument,

Entitled : Grant Deed and Grant of Easement
Executed By : Alameda County Flood Control And Water Conservation District, a
body corporate and politic
Dated : March 6, 1984
Recorded : [March 14, 1989 in Official Records under Recorder's Serial Number
89-070322](#)

Note: Reference is made to said instrument for full particulars.

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the map filed on [January 23, 1990 in Book 189 of Parcel Maps, at Page 25](#)

For : 40' Private Access
Affects : Parcel Seven

10. Covenants, Conditions and Restrictions which do not contain express provisions for forfeiture or reversion of title in the event of violation, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled : Declaration of Covenants, Conditions and Restrictions
Executed by : Leighton Realty, Inc., a California corporation
Dated : September 5, 1989
Recorded : [January 23, 1990 in Official Records under Recorder's Serial Number
90-018657](#)

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Modification thereof, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Executed By : Leighton Pacific Developments, Inc., a Delaware corporation
Recorded : [September 1, 1998 in Official Records under Recorder's Serial Number 98-303984](#)

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Said matters affect Parcel Seven

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
Granted To : The City of Fremont
For : A traffic signal loop detector and sidewalk ramps
Recorded : [June 25, 1993 in Official Records under Recorder's Serial Number 93228842](#)
Affects : Parcel Six

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12. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Condemnation Reservation Rights
Executed By : Leighton Pacific Developments, Inc.
Recorded : [June 19, 1998 in Official Records under Recorder's Serial Number 98-208864](#)

Said matter affects Parcel Seven

Note: Reference is made to said instrument for full particulars.

13. Agreement for : Parking Construction
Executed By : Leighton Pacific Developments, Inc., a Delaware corporation
and Between : Brookwood Pacific Investors, LLC, a Delaware limited liability company and Thomas Properties, a California corporation

On the terms, covenants and conditions contained therein,

Dated : August 4, 1998
Recorded : [September 1, 1998 in Official Records under Recorder's Serial Number 98-303985](#)

Note: Reference is made to said instrument for full particulars.

Said matter affects Parcel Seven

14. Matters as contained or referred to in an instrument,

Entitled : Lot Line Adjustment PLN2014-00089 between Two adjoining parcels located at 2000 Bart Way and 39000 Civic Center Drive in the City of Fremont
Executed By : Community Planning Department of City of Fremont
Recorded : [October 7, 2014 in Official Records under Recorder's Serial Number 2014-244426](#)

Note: Reference is made to said instrument for full particulars.

Said matter affects Parcel Six

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15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Grant of Emergency Vehicle Access Easement
Granted To : The City of Fremont, a municipal corporation of the State of California
For : Emergency Vehicle Access
Recorded : [July 17, 2015 in Official Records under Recorder's Serial Number 2015-198393](#)
Affects : Parcel Six

Upon the terms and conditions contained therein.

16. Any easements or rights which may exist for public facilities or other purposes by reason of the ownership of the subject land by a public agency.
17. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.
18. Any unrecorded and subsisting leases.
19. 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.
20. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- Informational Notes -----

- A. We find no open Deeds of Trust. A written statement must be provided by the current owner(s) attesting to whether any outstanding Deeds of Trust exist.

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- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as "Fremont BART" Multi APNs, Fremont, CA 94536.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Final Order of Condemnation
By/From : Charles J, Ruth, et al.
To : San Francisco Bay Area Rapid Transit District, a public body,
corporate and politic
Dated : April 17, 1969
Recorded : [April 18, 1969 in Reel 2385 of Official Records, Image 375 under Recorder's Serial Number 69-42716](#)

Affect Parcels One and Two

- D. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Final Order of Condemnation
By/From : Robert M. Hansen, Edward G. Bauer and Mary L. Bauer, his wife, as
joint tenants
To : San Francisco Bay Area Rapid Transit District, a public body,
corporate and politic
Dated : August 3, 1970
Recorded : [August 3, 1970 in Reel 2665 of Official Records, Image 984 under Recorder's Serial Number 70-82511](#)

Affects Parcel Four

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E. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed
By/From : Antone R. Fontes and Belle M. Fontes, his wife; and Antone R. Fontes and Frank Duarte, Jr., as Special Administrators of the Estate of Joseph R. Fontes, Deceased
To : San Francisco Bay Area Rapid Transit District
Dated : February 18, 1971
Recorded : [March 31, 1971 in Reel 2817 of Official Records, Image 852 under Recorder's Serial Number 71-36232](#)

Affects Parcel Three

F. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Final Order of Condemnation
By/From : Fremont Meadows, Inc., a California corporation, Title Insurance and Trust Company, a California corporation, Henry J. Kaiser Company, a Nevada corporation
To : San Francisco Bay Area Rapid Transit District, a public body, corporate and politic
Dated : July 28, 1972
Recorded : [July 28, 1972 in Reel 3192 of Official Records, Page 931 under Recorder's Serial Number 72-102567](#)

Affects Parcel Six and other property

G. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Director's Deed
By/From : State of California
To : Bay Area Rapid Transit District
Dated : July 30, 1982
Recorded : [August 31, 1982 in Official Records under Recorder's Serial Number 82-132219](#)

Affects Parcel Eight

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H. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
Entitled : Grant Deed and Grant of Easement
By/From : Alameda County Flood Control And Water Conservation District, a body corporate, and politic
To : San Francisco Bay Area Rapid Transit District, a rapid transit district
Dated : March 6, 1984
Recorded : [March 14, 1989 in Official Records under Recorder's Serial Number 89-070322](#)

Affects Parcel Five

I. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
Entitled : Final Order of Condemnation
By/From : Leighton Business Center, LLC, et al.
To : San Francisco Bay Area Rapid Transit District
Recorded : [August 24, 2009 in Official Records under Recorder's Serial Number 2009-277240](#)

Affects Parcel Seven

J. October 22, 2024 The above First Amended Preliminary Report, has been modified for the following :

X Taxes
X Property Address and/or Vesting and/or Legal Description
X Amended to delete Parcel Seven and its exceptions, Item #1 and, add APN 507-0400-019-01 to the report and Parcel Five legal description.

Am

K. March 17, 2025 The above Second Amended Preliminary Report, has been modified for the following :

X Plant Date
X Property Address and/or Vesting and/or Legal Description
X Added back the original Parcel Sevel Seven of the report (APN 507-0465-016-01)

NOTE (Requested APN 507-0455-015-01 to be added to the report was already a part of Parcel Five of the report)

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

[Restrictive Covenant Modification form](#)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE – 2022**

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.

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:

PART I

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.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021**

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 11, 13, or 14); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2021
(Continued)**


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:

NOTE: The 2021 ALTA Loan 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 as 1 through 7 below:

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.

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don’t share
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

Updated: January 1, 2025

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information or lawfully obtained, truthful information that is a matter of public concern, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties to whom the information has been disclosed, if any.

Category	Examples	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or	Service providers associated with the transaction for a business

	<p>identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers</p> <p>Social security number, driver's license number, passport number are collected</p>	Title Agents associated with the transaction	complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	<p>Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card</p>	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	<p>number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.</p> <p>Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, immigration status are collected</p>			
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other	Service providers associated with the transaction for a business purpose

	<p>status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).</p> <p>Marital status, sex, physical disability, citizenship is collected</p>	associated with the transaction	audit or operational purposes.	
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents,	Not Disclosed

			protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
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What Personal Information We Disclose and Why We Disclose It

The CCPA requires us to tell you what categories of personal information we “sell”, “share” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA. When it is necessary for a business purpose, we may disclose your personal information with a service provider or contractor, and we enter into a contract with the service provider or contractor that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers (Including social security number, driver's license number,	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against	Service providers associated with the transaction for a business purpose

and passport number)		malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
<p>Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))</p> <p>(Including Social security number, driver's license number or state identification card number, passport number, bank account number, citizenship, and immigration status)</p>	<p>Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.</p> <p>"Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.</p>	<p>Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.</p>	<p>Service providers associated with the transaction for a business purpose</p>
<p>Characteristics of protected classifications under California or federal law</p> <p>(Including marital status, sex, citizenship, and physical disability)</p>	<p>Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).</p>	<p>Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.</p>	<p>Service providers associated with the transaction for a business purpose</p>
Internet or other electronic	Browsing history, search history, information about a consumer's interaction with a	To provide access to certain online services. To	Not Disclosed

network activity	website, application, or advertisement.	understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
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We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Our Retention of Your Personal Information

The length of time that we retain personal information largely depends upon the purpose for which the information was collected rather than the category of the information as set forth in this Notice. When establishing retention periods, we consider applicable statutes of limitation and legal and regulatory requirements and guidelines. Personal information is generally retained for periods of time that permit the company to meet its legal and regulatory obligations.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected, the purposes for which the categories of personal information will be used, and whether that information is sold or shared.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the categories of sources for the personal information we collected about you, 3) our business or commercial purpose for collecting, selling or sharing your personal information, 4) the categories of third parties to whom we disclose your personal information, 5) the specific pieces of information we have collected about you, 6) the categories of personal

	information disclosed about you for a business purpose and the categories of persons to whom your personal information was disclosed for a business purpose, and 7) if we sold or shared personal information, the categories of personal information sold or shared and the categories of third parties to whom it was sold or shared.
Deletion	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers and contractors to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate to that purpose. Debug to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information's deletion is likely to render impossible or seriously impair the research's completion, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information. • Comply with a legal obligation. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Correct	You have the right to request that we correct inaccurate personal information about you, taking into account the nature of the personal information and the purposes of the processing of the personal information. After we receive and verify your request, we will use commercially reasonable efforts to correct the inaccurate personal information as directed by you.
Opt-Out of Sale or Sharing	<p>With some limitations, you may direct a business that sells or shares personal information to third parties not to sell or share the personal information to these third parties.</p> <p>A business may not sell or share the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>

Opt-In to Sale or Sharing	
Limit Use of Sensitive Personal Information	You may direct a business to limit the use of your sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations.
Non-Discrimination	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale or Sharing of Your Personal Information

The CCPA gives consumers the right to direct a business that sells or shares personal information about the consumer to third parties not to sell or share the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA. We do not share your personal information as that term is defined in the CCPA.

To Limit the Use of Sensitive Personal Information

The CCPA gives consumers the right to direct a business to limit the use of the consumer's sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services and certain other limited uses as described in the CCPA and applicable regulations. We do not use or disclose sensitive personal information for purposes other than those purposes specified in Section 7027, subsection (m) of the California Consumer Privacy Act Regulations. If we begin using or disclosing your sensitive personal information outside of those purposes, then we will provide you with the option to limit our use or disclosure through a clear and conspicuous link on our internet homepage.

To Request Access to, Correction or Deletion of Your Personal Information

To exercise your access, correction or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website <https://ccpa.oldrepublictitle.com/> .

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us or send your written request to: CCPA@oldrepublictitle.com, 1-855-557-8437, or 3000 Bayport Drive, Suite 1000 Tampa FL 33707

ASSESSOR'S MAP 507

Code Area Nos. 12-143 12-007 12-051 12-059 12-060 12-193

455

Scale: 1" = 400'

EX-MISSION SAN JOSE (Sur. 63) (Case 1-6-15)
LANDS OF D. O. SWAYNE (Bk. 11 Pg. 66)

P.M. 2281 116/51

P.M. 3806 135/72

TR. 5139 139/42

TR. 6381 212/31 AMENDED 230/92

P.M. 6382 213/39 AMENDED 229/61

P.M. 6975 229/14

TR. 6831 226/75

UNITS FOR TR. 5139

Lot 1	Lot 7
1 27 28 2	49 75 76 50
3 29 30 4	51 77 78 52
5 31 32 6	53 79 80 54
7 33 34 8	55 81 82 56

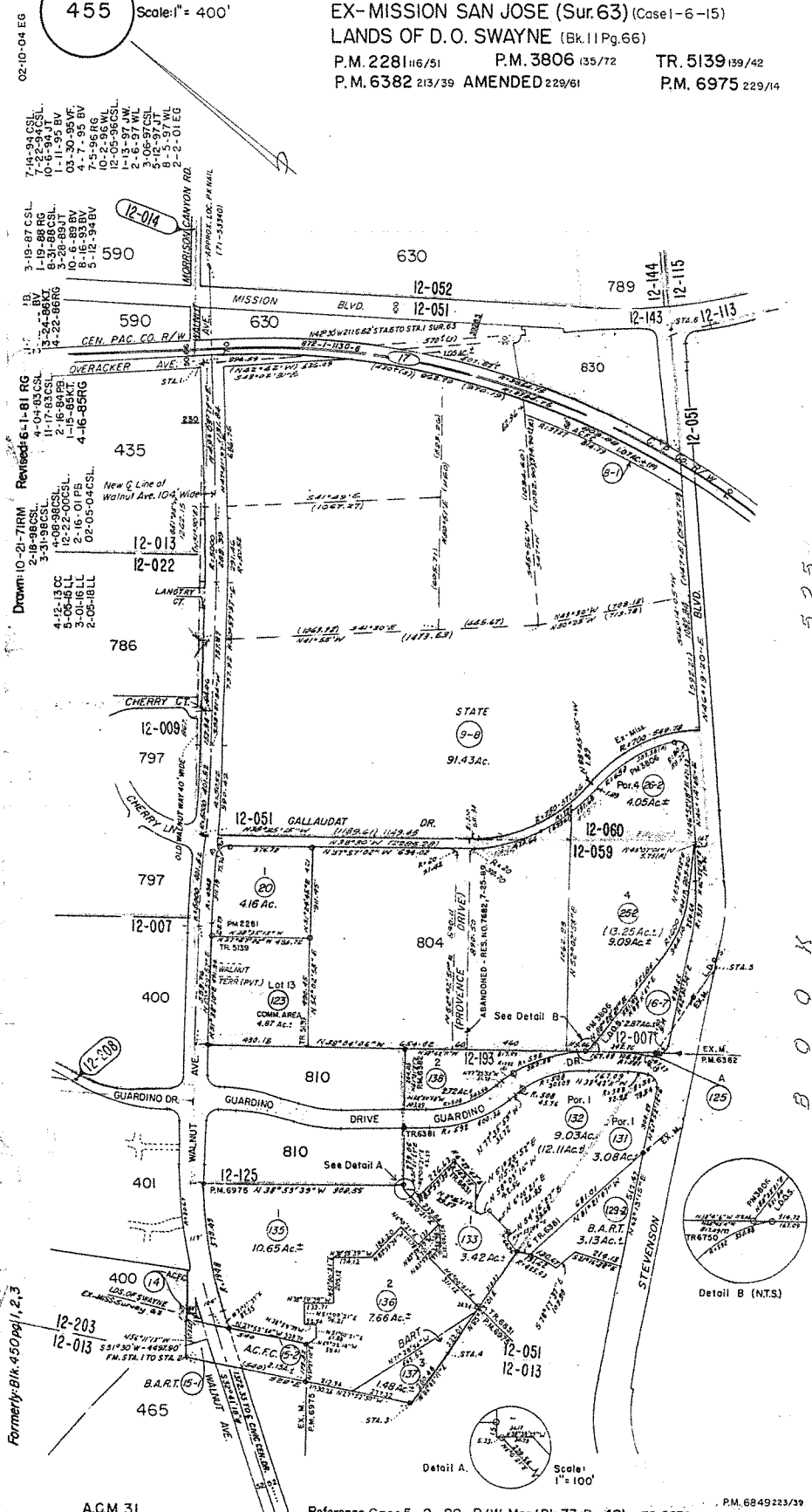
Lot 2	Lot 8
9 35 36 10	57 83 84 58
11 37 38 12	59 85 86 60
13 39 40 14	61 87 88 62
15 41 42 16	63 89 90 64

Lot 3	Lot 9
17 43 44 18	65 91 92 66
19 45 46 20	67 93 94 68
21 47 48 22	69 95 96 70
23 49 50 24	71 97 98 72

Lot 4	Lot 10
25 51 52 26	73 99 100 74
27 53 54 28	75 101 102 76
29 55 56 30	77 103 104 78
31 57 58 32	79 105 106 80

Lot 5	Lot 11
33 59 60 34	81 107 108 82
35 61 62 36	83 109 110 84
37 63 64 38	85 111 112 86
39 65 66 40	87 113 114 88

Lot 6	Lot 12
41 67 68 42	89 115 116 90
43 69 70 44	91 117 118 92
45 71 72 46	93 119 120 94
47 73 74 48	95 121 122 96



A.C.M. 31

Reference Case 5-2-29 R/W Map (Bk. 73 Pg. 48), TR. 5078 136/81, P.M. 6849 223/39

TR. 6750 226/77

HPN-139
ind 4

465

[illegible]

HPN-15

ASSESSOR'S MAP 501

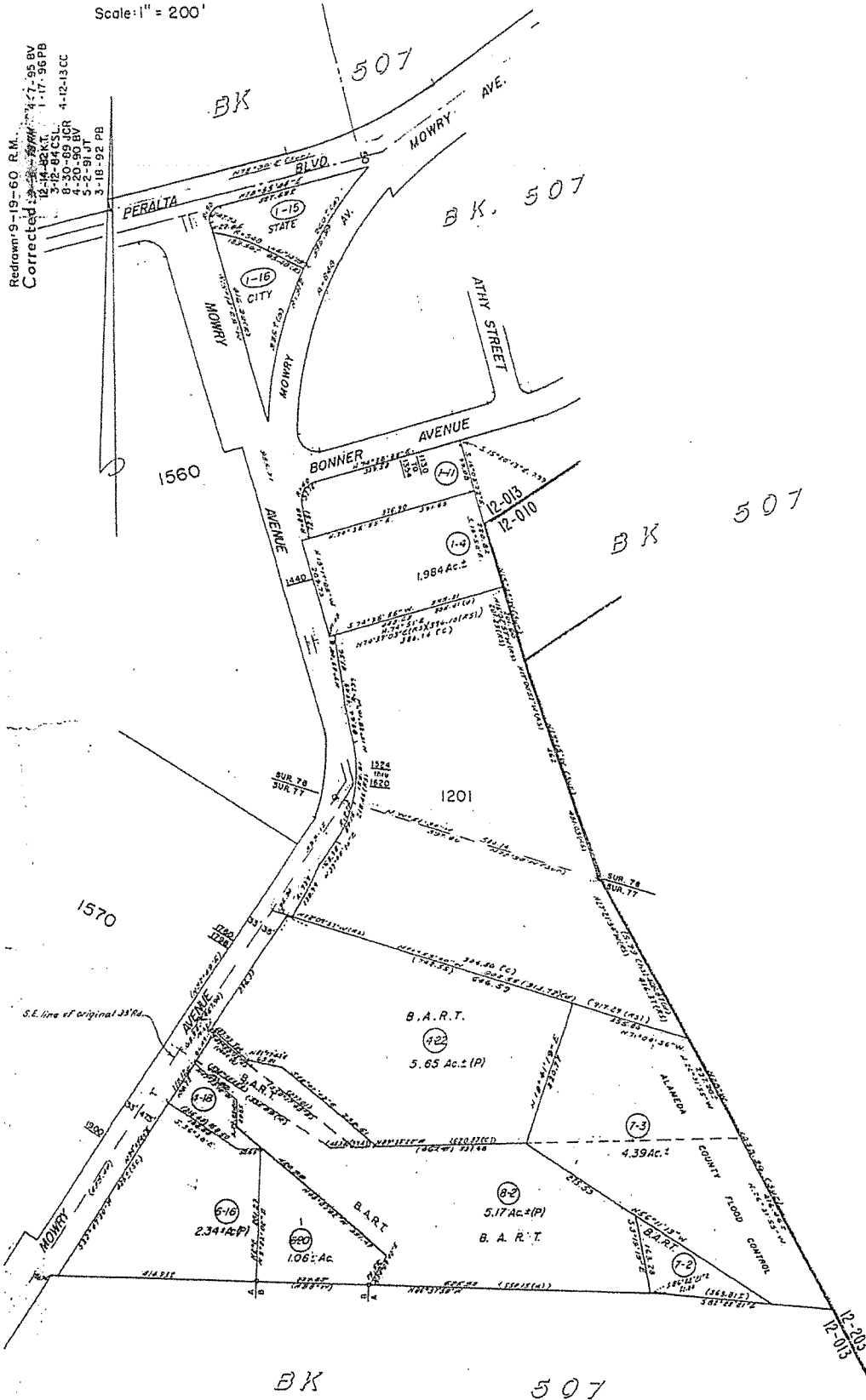
Code Area Nos. 12-013

W.I.

1200

(A) MAP OF TRACT KNOWN AS EX MISSION SAN JOSE (Sur. 77, 78) (Case 1-6-15)
(B) P.M. 3840 138/94

Scale: 1" = 200'



Code Area Nos. 12-007 12-203

< Por. of Lot 1 - Estate of Wm. Tyson - BK. 193 D's Pg. 361 >

400

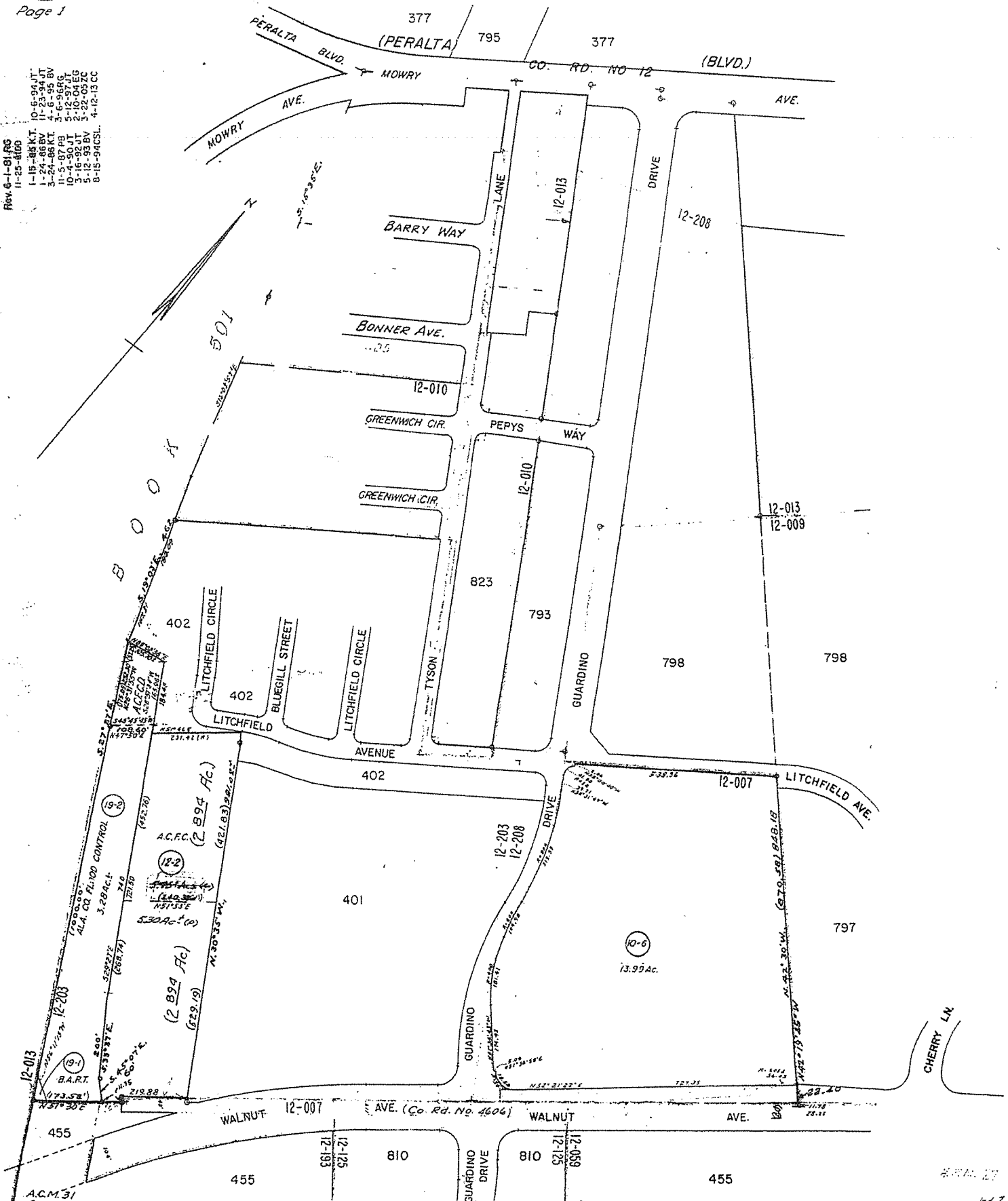
Page 1

Scale: 1 inch = 200 ft.

Rev. 6-1-81 PG
11-25-4700

6-1-81 RG
11-25-8109

1-15-85 K.T.	10-5-94 JT
1-24-86 BV	11-23-94 JT
3-24-86 K.T.	4-6-95 BV
11-5-87 PB	3-6-96 RG
10-4-90 JT	2-10-94 EG
3-16-92 JT	5-12-97 JT
5-12-93 BV	3-22-05 ZC
8-15-94 CSL	4-12-13 CC



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