

July 14, 2023, Updated



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

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Stradling
44 Montgomery Street, Suite 4200
San Francisco, CA 94104
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Customer Reference: Station Road

Escrow Officer: Debby Magliocco
Phone: (408)487-5023
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Property: Station Road, Newark, CA

PRELIMINARY REPORT

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

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

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

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

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

Dated as of July 14, 2023 at 7:30 A.M.

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

To be determined

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

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

Ohlone Community College District, who acquitted title as Fremont-Newark Community College District, a California public entity

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

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2022-2023 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 901-0185-013-08 (Affects portion of Parcel One)
901-0185-013-09 (Affects Parcel Two and portion of Parcel One) and
901 -0185-014 (Affects portion of Parcel One).
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for sewer pipelines and incidental purposes, recorded November 13, 1963 as Series No. AU187569, in [Reel 1044, Image 948](#) of Official Records.
In Favor of: Union Sanitary District, a public corporation
Affects: As described therein
5. An easement for pipelines and incidental purposes, recorded July 13, 1978 as Series No. 78-133219, in [Reel 5483, Image 597](#) of Official Records.
In Favor of: East Bay Dischargers Authority
Affects: As described therein

6. An easement for slope and incidental purposes, recorded December 06, 1982 as Series No. [82-184763](#) of Official Records.
In Favor of: Alameda County Water District
Affects: As described therein
7. An easement for drainage discharge and incidental purposes, recorded December 06, 1982 as Series No. [82-184764](#) of Official Records.
In Favor of: Alameda County Water District
Affects: As described therein
8. An easement shown or dedicated on the map of Parcel Map 4409 recorded December 18, 1984 and on file in [Book 149, Page\(s\) 64 and 65](#), of Parcel Maps.
For: Public Utilities and Landscape and sidewalk and incidental purposes.

(Affects Parcel One)
9. An easement for permitting water to flow and drain and incidental purposes, recorded December 18, 1984 as Series No. [84-249256](#) of Official Records.
In Favor of: Avantek, Inc., a California corporation
Affects: As described therein
10. An easement for permitting storm water to flow and drain and incidental purposes, recorded December 08, 1986 as Series No. [86-309239](#) of Official Records.
In Favor of: The City of Newark, a municipal corporation
Affects: As described therein
11. An easement for water pipelines and incidental purposes, recorded November 07, 1989 as Series No. [89302227](#) of Official Records.
In Favor of: Alameda County Water District
Affects: as described therein

The effect of a document entitled "Quitclaim Deed", recorded September 8, 2022 as Instrument No. [2022-154964](#) of Official Records.
12. An easement shown or dedicated on the map of Parcel Map 5647 recorded December 19, 1989 and on file in [Book 187, Page\(s\) 85 and 86](#), of Parcel Maps.
For: Traffic signal equipment, Public utilities, Public utilities and other public purposes, pole lines and incidental purposes.

(Affects Parcel One)
13. The terms and provisions contained in the document entitled "Agreement for Installation of Traffic Signal" recorded December 19, 1989 as Series No. [89-341246](#) of Official Records.
14. The terms and provisions contained in the document entitled "Agreement to Participate in Transportation System Management Plan" recorded December 19, 1989 as Series No. [89-341247](#) of Official Records.
15. The terms and provisions contained in the document entitled "Agreement for Underground Utility Lines" recorded December 27, 1989 as Series No. [89-346112](#) of Official Records.

(Affects Parcel Two)

16. The terms and provisions contained in the document entitled "Agreement to Participate in Transportation System Management Plan" recorded December 27, 1989 as Series No. [89-346113](#) of Official Records.
17. An easement shown or dedicated on the map of Parcel Map 5648 recorded December 27, 1989 and on file in [Book 187, Page\(s\) 91 and 92](#), of Parcel Maps.
For: Public utilities, Traffic signal equipment, landscape , sidewalk and incidental purposes.

(Affects Parcel Two)

18. An easement for permitting storm water to flow and drain and incidental purposes, recorded December 28, 1989 as Series No. [89348305](#) of Official Records.
In Favor of: The City of Newark, a municipal corporation
Affects: As described therein
19. An easement for water pipelines and incidental purposes, recorded January 23, 2007 as Instrument No. [2007036165](#) of Official Records.
In Favor of: Alameda County Water District
Affects: As described therein
20. The terms and provisions contained in the document entitled "Covenant to Restrict Use of Property Environmental Restriction" recorded March 29, 2007 as Instrument No. [2007125091](#) of Official Records.
21. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded June 28, 2007 as Instrument No. [2007240373](#) of Official Records.

(Affects Parcel One)

22. An easement for water pipelines and incidental purposes, recorded September 10, 2007 as Instrument No. [2007326245](#) of Official Records.
In Favor of: The Alameda County Water District
Affects: Parcel One, As described therein
23. An easement for permanent telecommunication and incidental purposes, recorded August 22, 2013 as Instrument No. [2013286400](#) of Official Records.
In Favor of: Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC.
Affects: As described therein
24. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Alameda County, recorded February 01, 2016, as Instrument No. [2016027514](#) of Official Records.
Debtor: Ohlone Community College-Ohlon
Year & No.: 2015/2016 and Account Number. 30-358094-28-000-15-00-00
Amount: \$885.39, and any other amounts due thereunder.

25. An easement for storm drain and incidental purposes, recorded September 29, 2020 as Instrument No. [2020250639](#) of Official Records.
In Favor of: Alameda County Flood Control and Water Conservation District
Affects: as described therein
26. An easement for public access and incidental purposes, recorded September 29, 2020 as Instrument No. [2020250640](#) of Official Records.
In Favor of: Alameda County Flood Control and Water Conservation District
Affects: as described therein
27. An easement for slope bank and incidental purposes, recorded September 29, 2020 as Instrument No. [2020250641](#) of Official Records.
In Favor of: Alameda County Flood Control and Water Conservation District
Affects: as described therein
28. An easement for water line and incidental purposes, recorded October 27, 2020 as Instrument No. [2020287073](#) of Official Records.
In Favor of: Alameda County Water District
Affects: as described therein
29. An easement for water line and incidental purposes, recorded October 27, 2020 as Instrument No. [2020287076](#) of Official Records.
In Favor of: Alameda County Water District
Affects: as described therein
30. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a notice of completion recorded December 20, 2022 as Instrument No. [2022200064](#) of Official Records, which reflects a completion date of November 09, 2022.
31. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
32. Any statutory lien for labor or materials arising by reason of a work of improvement now in progress or recently completed.
33. Water rights, claims or title to water, whether or not shown by the Public Records.
34. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.
35. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
36. Rights of parties in possession.

INFORMATIONAL NOTES

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

1. Taxes for proration purposes only for the fiscal year 2022-2023.
First Installment: \$0.00, NO TAX DUE
Second Installment: \$0.00, NO TAX DUE
Tax Rate Area: 11-006
APN: 901 -0185-013-08

(Affects portion of Parcel One)

2. Taxes for proration purposes only for the fiscal year 2022-2023.
First Installment: \$0.00, NO TAX DUE
Second Installment: \$0.00, NO TAX DUE
Tax Rate Area: 11-006
APN: 901-0185-013-09

(Affects Parcel Two and portion of Parcel One)

3. Taxes for proration purposes only for the fiscal year 2022-2023.
First Installment: \$0.00, NO TAX DUE
Second Installment: \$0.00, NO TAX DUE
Tax Rate Area: 11-003
APN: 901 -0185-014

(Affects portion of Parcel One)

4. The property covered by this report is vacant land.
5. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

6. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.
7. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

8. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
- A. WITH RESPECT TO A CORPORATION:
 - 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 - 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 - 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - 2. A full copy of the partnership agreement and any amendments;
 - 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 - 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 - 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 - 2. A full copy of the partnership agreement and any amendment;
 - 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 - 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 - 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 - 2. A full copy of the partnership agreement and any amendments;
 - 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
 - E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 - 1. A copy of its operating agreement and any amendments thereto;
 - 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 - 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 - 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:

- (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

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

LEGAL DESCRIPTION

Real property in the City of Newark, County of Alameda, State of California, described as follows:

PARCEL ONE:

PARCEL 1, PARCEL MAP 5647, FILED DECEMBER 19, 1989 IN [BOOK 187, PAGES 85 AND 86](#), OF MAPS, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM THOSE CERTAIN PARCELS CONVEYED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, BY DEED RECORDED JANUARY 23, 1992, SERIES NO. [92-021837](#), OFFICIAL RECORDS, SAID EXCEPTED PARCELS BEING MORE PARTICULARLY DESCRIBED IN THE NEXT 2 PARAGRAPHS AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERN LINE OF CHERRY STREET, SAID POINT BEING THE NORTHEASTERN CORNER OF PARCEL 1, AS SAID STREET AND PARCEL ARE DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5647" ETC., FILED DECEMBER 19, 1989, IN [BOOK 187 OF MAPS, PAGES 85 AND 86](#) THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THENCE ALONG THE EASTERN LINE OF SAID PARCEL 1, SOUTH 11° 06' 35" WEST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS SOUTH 11° 06' 35" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), 312.97 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE OF PARCEL 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH 12° 50' 45" WEST, 1318.37 FEET; THENCE SOUTH 13° 13' 18" WEST, 452.87 FEET TO THE SOUTHEASTERN LINE OF SAID PARCEL 1, PARCEL MAP 5647; THENCE ALONG SAID SOUTHEASTERN LINE, SOUTH 33° 57' 06" WEST, 16.74 FEET TO AN INTERSECTION THEREOF WITH THE DIRECT PRODUCTION SOUTHERLY OF A LINE DRAWN PARALLEL WITH THE AFORESAID EASTERN LINE OF PARCEL 1 HAVING A BEARING OF SOUTH 12° 50' 45" WEST AND DISTANT WESTERLY 9.00 FEET, MEASURED AT RIGHT ANGLES THERETO; THENCE ALONG SAID LINE SO PRODUCED AND ALONG SAID PARALLEL LINE, NORTH 12° 50' 45" EAST, 1786.71 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFORESAID EASTERN LINE OF PARCEL 1 HAVING A BEARING OF SOUTH 11° 06' 35" WEST AND DISTANT WESTERLY 9.00 FEET, MEASURED AT RIGHT ANGLES THERETO; THENCE ALONG SAID PARALLEL LINE, AND THE DIRECT PRODUCTION NORTHERLY THEREOF, NORTH 11° 06' 35" EAST, 314.86 FEET TO A POINT ON THE AFORESAID SOUTHWESTERN LINE OF CHERRY STREET; THENCE ALONG SAID SOUTHWESTERN LINE OF CHERRY STREET, SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, TANGENT AT LAST SAID POINT TO A COURSE WHICH BEARS SOUTH 66° 00' 47" EAST, THE RADIUS OF WHICH CURVE IS 999.00 FEET, THROUGH A CENTRAL ANGLE OF 0° 31' 45", A DISTANCE ON SAID ARC OF 9.23 FEET TO A POINT THEREON, TANGENT AT LAST SAID POINT TO A COURSE WHICH BEARS SOUTH 66° 32' 32" EAST, LAST SAID POINT BEING THE POINT OF COMMENCEMENT,

AND ALSO; COMMENCING AT A POINT ON THE SOUTHEASTERN LINE OF PARCEL 1, AS SAID PARCEL IS DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5647" ETC., FILED DECEMBER 19, 1989, IN [BOOK 187 OF MAPS, PAGES 85 AND 86](#) THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, SAID POINT BEING THE NORTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED THEREON AS "SOUTH 50°57'47" WEST 465.02 FEET"; THENCE ALONG THE SOUTHEASTERN LINE OF PARCEL 1 SOUTH 50°57'47" WEST (THE BEARING OF SAID SOUTHEASTERN LINE BEING TAKEN AS SOUTH 50° 57'47" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), 465.02 FEET TO THE SOUTHWESTERN LINE OF SAID PARCEL 1, SAID LINE BEING ALSO THE NORTHEASTERN LINE OF PARCEL 1, AS SAID PARCEL IS DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 5648" ETC., FILED DECEMBER 27, 1989, IN [BOOK 187 OF MAPS, PAGES 91 AND 92](#) THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THENCE ALONG LAST SAID LINE NORTH 40°03'25" WEST 6.00 FEET TO AN INTERSECTION THEREOF WITH THE DIRECT PRODUCTION SOUTHWESTERLY OF A LINE DRAWN PARALLEL WITH THE AFORESAID SOUTHEASTERN LINE OF PARCEL 1, PARCEL MAP 5647, AND DISTANT NORTHWESTERLY 6.00 FEET, MEASURED AT

RIGHT ANGLES THERETO; THENCE ALONG SAID LINE SO PRODUCED AND ALONG SAID PARALLEL LINE, AND ALONG THE DIRECT PRODUCTION NORTHEASTERLY THEREOF, NORTH 50°57'47" EAST 484.74 FEET TO AN INTERSECTION THEREOF WITH THE SOUTHEASTERN LINE OF SAID PARCEL 1, PARCEL MAP 5647; THENCE ALONG SAID SOUTHEASTERN LINE, SOUTH 33°57'06" WEST, 20.51 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL CONVEYED TO CITY OF NEWARK, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 05, 1992, SERIES NO. [92179816](#), OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERNMOST CORNER OF SAID PARCEL 1 OF PARCEL MAP 5647, SAID CORNER ALSO BEING THE SOUTHERNMOST CORNER OF THE PROPERTY DESCRIBED IN THE DEED BY NEW TECHNOLOGY PARK ASSOCIATES TO THE CITY OF NEWARK, RECORDED DECEMBER 18, 1984 UNDER SERIES NO. [84-249248](#) ALAMEDA COUNTY RECORDS, THENCE ALONG THE WESTERN LINE OF SAID PARCEL 1 NORTH 19° 28' 07" EAST 51.73 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREIN; THENCE CONTINUING ALONG SAID WESTERN LINE NORTH 19° 28' 07" EAST 753.27 FEET; THENCE LEAVING SAID WESTERN LINE SOUTH 70° 31' 53" EAST 155.00 FEET; THENCE SOUTH 19° 28' 07" WEST 435.00 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 335.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 67° 13' 32" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 14' 35", A DISTANCE OF 246.99 FEET; THENCE TANGENT TO SAID CURVE SOUTH 19° 28' 07" WEST 157.18 FEET ALONG A LINE PARALLEL TO AND SOUTHEASTERLY DISTANT 242.00 FEET (RIGHT ANGLE MEASUREMENT) FROM THE WESTERN LINE OF SAID PARCEL 1 OF PARCEL MAP 5647 TO A POINT IN A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2976.34 FEET, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 36° 43' 18" EAST, SAID NON-TANGENT CURVE BEING THE NORTHEASTERN LINE OF THE 15-FOOT WIDE SANITARY SEWER EASEMENT DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 13, 1963 IN [REEL 1044, IMAGE 948](#), OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THENCE WESTERLY ALONG SAID NORTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 4° 49' 15", A DISTANCE OF 250.43 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL CONVEYED TO CITY OF NEWARK, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 30, 1993, SERIES NO. [93455986](#), OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN CORNER OF PARCEL 1 AS SAID PARCEL IS SHOWN ON PARCEL MAP 4409, RECORDED DECEMBER 18, 1984 IN [BOOK 149 OF MAPS, PAGES 64-65](#), ALAMEDA COUNTY RECORDS, ALSO BEING THE MOST NORTHWESTERN CORNER OF SAID PARCEL 1 OF PARCEL MAP 5647; THENCE SOUTH 19° 28' 07" WEST, 397.36 FEET ALONG THE WESTERN LINE OF SAID PARCEL 1 OF PARCEL MAP 5647 TO THE NORTHERN LINE OF THE PARCEL DESCRIBED IN THE GRANT DEED FROM SUN MICROSYSTEMS, INC., A DELAWARE CORPORATION, TO CITY OF NEWARK, A MUNICIPAL CORPORATION, DATED MAY 08, 1992 AND RECORDED JUNE 05, 1992 AS DOCUMENT NO. [92-179816](#) IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; THENCE ALONG SAID NORTHERN LINE SOUTH 70° 31' 53" EAST, 155.00 FEET; THENCE NORTH 53° 06' 42" EAST, 92.54 FEET; THENCE ALONG A LINE PARALLEL TO AND SOUTHEASTERLY DISTANT 206.27 FEET (RIGHT-ANGLE MEASUREMENT) FROM SAID WESTERN LINE OF PARCEL 1 OF PARCEL MAP 5647 NORTH 19° 28' 07" EAST, 305.00 FEET TO THE SOUTHERN LINE OF PARCEL 1 OF PARCEL MAP 4409; THENCE ALONG LAST SAID SOUTHERN LINE NORTH 66° 17' 02" WEST, 206.84 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF PARCEL 1, PARCEL MAP 5648, FILED DECEMBER 27, 1989 IN [BOOK 187, PAGES 91 AND 92](#) OF MAPS, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 27°

48' 06" WEST, 188.44 FEET ON SAID PARCEL MAP;

THENCE SOUTH 40° 03' 25" EAST, 304.80 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS DESCRIBED IN THE GRANT DEED FROM SUN MICROSYSTEMS, INC., A DELAWARE CORPORATION TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS RECORDED JANUARY 23, 1992, SERIES NO. [92021837](#), ALAMEDA COUNTY RECORDS;

THENCE SOUTH 50° 57' 47" WEST, 40.01 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT ON THE NORTHEASTERLY LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY (100.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP 5648;

THENCE NORTH 40° 03' 25" WEST, 119.94 FEET ALONG SAID NORTHEASTERLY LINE;

THENCE LEAVING SAID LINE NORTH 27° 48' 06" WEST, 188.44 FEET TO THE POINT OF BEGINNING.

APN: 901-0185-013-08 (Affects portion of Parcel One), 901-0185-013-09 (Affects Parcel Two and portion of Parcel One) and 901 -0185-014 (Affects portion of Parcel One)

NOTICE

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

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

Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

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

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
(c) that result in no loss to you
(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a. a fraudulent conveyance or fraudulent transfer; or
 - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.