

EXHIBIT A

The land referred to is situated in the County of Marin, City of Belvedere Tiburon, State of California, and is described as follows:

PARCEL ONE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of Lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", filed for record November 21, 1950 In Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the Northeasterly line of Community Road along the following courses and distances: Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200 feet from said point of commencement, with a radius of 200 feet, a central angle or 17° 00' a distance of 59.341 feet and South 72° 00' East tangent to the preceding curve 211.325 feet to the true point of beginning of the parcel of land to be described; running thence Southeasterly along said Northeasterly line of Community Road the following courses and distances: South 72° East 20 feet, Southeasterly along the arc of a curve to the right, tangent to the preceding course, with a radius of 300 feet, a central angle of 40° 09' 30" a distance of 210.268 feet and South 31° 50' 30" East tangent to the preceding curve 250 feet; thence leaving said Northeasterly line of Community road and running North 50° 09' 30" East 188.548 feet; thence North 19°, West 36.007 feet; thence North 40° 00' West 153 feet; thence North 10° 00' West 118 feet; thence North 4° 00' East 210 feet; thence North 40° 00' West 57 feet; thence South 84° 00' West 61 feet; thence South 40° 00' West 151 feet; thence South 61° 00' West 102 feet; thence North 74° 00' West 38.338 feet to a line drawn North 18° East from the true point of beginning; thence South 18° West along the last mentioned line so drawn 119,392 foot to the true point of beginning.

Excepting therefrom that portion conveyed to Richardson Bay Land Company, a corporation, recorded April 7, 1953 in Book 798 of Official Records, at Page 539, Marin County Records,

Also excepting therefrom that portion conveyed to Belvedere Land Company, a corporation, by Deed recorded November 27, 1953 in Book 838 of Official Records, at Page 56, Marin County Records.

Also excepting therefrom that portion conveyed to Belvedere Land Company, a corporation, by Deed recorded December 21, 1956 in Book 1081 of Official Records, at Page 320, Marin County Records.

Also excepting therefrom that portion conveyed to Andrew E. Allen and Howard B. Allen, Trustees for the benefit of Richardson Bay Land Company, a corporation, by Quitclaim Deed recorded December 11, 1979 in Book 3653 of Official Records, at Page 440, Mann County Records.

APN: 060-072-27

PARCEL TWO:

Beginning at a point on the exterior boundary line of the parcel described In the Deed to Howard B. Allen, et ux, recorded January 23, 1951 in Book 676 of Official Records, at Page 364, Marin County Records; thence North 04° 00' East 53.006 feet from the Southerly extremity of the course North 04° 00' East 210 feet, which forms a portion of the exterior boundary line of the parcel described in said Deed referred to above; thence South 04° 00' West along the exterior boundary line of the parcel described 53.006 feet to an angle point therein; thence South 10° 00' East continuing along the exterior boundary line of said parcel 27.029 feet; thence South 82° 00' West 65.244 feet; thence North 70° 00' West 33 feet to a point; thence Northerly along the arc of a curve to the right, the center of which bears North 84° 15' East 420 feet from the last mentioned point, with a radius of 420 feet, a central angle of 13° 36' 50" a distance of 99.795 feet to a point which is distant North 85° 00' West 67.884 feet and North 57° 00' West 30 feet from the point of beginning; thence South 57° 00' East 30 feet; thence South 85° 00' East 67.884 feet to the point of beginning.

APN: 060-072-28

PARCEL THREE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", recorded November 21, 1950 in Volume 7 of Maps, at Page 22, Marin County Records; running thence Southeasterly along the proposed Northeasterly line of Community Road the following courses and distances:

Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200.000 feet from the said point of commencement, with a radius of 200.000 feet, a central angle of 17° 00' 00", an arc distance of 59.341 feet, South 72° 00' 00" East, tangent to the preceding curve 231.325 feet and Southeasterly along the arc of a curve to the right, tangent to the preceding course with a radius of 300.000 feet, a central angle of 16° 57' 42", an arc distance of 88.811 feet to the true point of beginning of the parcel of land to be described; thence continuing Southeasterly along the said proposed Northeasterly line of Community Road the following courses and distances: along the arc of a curve to the right, the center of which bears South 34° 57' 42" West 300.00 feet from the said true point of beginning, with a radius of 300.000 feet, a central angle of 23° 11' 48", an arc distance of 121.457 feet and South 31° 50' 30" East 131.123 feet; thence leaving the said proposed Northeasterly line of Community Road and running Easterly and Northeasterly along the arc of a curve to the left, tangent to the preceding course, with a radius of 18.000 feet, a central angle of 115° 43' 10", an arc distance of 36.354 feet; thence Northerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 46.000 feet, a central angle of 63° 39' 00", an arc distance of 51.101 feet; thence Northwesterly along the arc of a curve to the right, tangent to the preceding curve, with a radius of 454.000 feet, a central angle of 27° 02' 51", an arc distance of 214.319 feet; thence Northwesterly and Westerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 20.000 feet, a central angle of 117° 31' 28", an arc distance of 41.024 feet; thence Southwesterly along the arc of a curve to the right, tangent to the preceding curve, with a radius of 834.000 feet, a central angle of 60° 44' 30", an arc distance of 98.132 feet; thence Southwesterly and Southerly along the arc of a curve to the left, tangent to the preceding curve, with a radius of 12.000 feet, a central angle of 120° 05' 31", an arc distance of 25.152 feet to the point of beginning.

APN: 060-072-18



OLD REPUBLIC
TITLE COMPANY

601 California Street, Suite 900
San Francisco, CA 94108
(415) 421-9770 Fax: (415) 788-4237

PRELIMINARY REPORT

Our Order Number 0224052401-AN

MERIDIAN COMMERCIAL
711 Grand Avenue suite 290
San Rafael, CA 94901

Attention: SCOTT GERBER

When Replying Please Contact:

Annie Nobillione
ANobillione@ortc.com
(415) 421-9770

Buyer:
THOMPSON/DORFMAN PARTNERS, LLC

Property Address:

1,9,17 Mallard Road, Belvedere Tiburon, CA 94920

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 July 20, 2020, at 7:30 AM

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

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. 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:

Water's Edge Apartments, LP, a California limited partnership

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

PARCEL ONE:

Commencing at the point of intersection of the Northeasterly line of Community Road and the Southeasterly line of Lot 20, as shown upon "Map of Lagoon Subdivision No. 5, Belvedere, Marin County, California", filed for record November 21, 1950 In [Volume 7 of Maps, at Page 22](#), Marin County Records; running thence Southeasterly along the Northeasterly line of Community Road along the following courses and distances: Southeasterly along the arc of a curve to the left, the center of which bears North 35° 00' East 200 feet from said point of commencement, with a radius of 200 feet, a central angle of 17° 00' a distance of 59.341 feet and South 72° 00' East tangent to the preceding curve 211.325 feet to the true point of beginning of the parcel of land to be described; running thence Southeasterly along said Northeasterly line of Community Road the following courses and distances: South 72° East 20 feet, Southeasterly along the arc of a curve to the right, tangent to the preceding course, with a radius of 300 feet, a central angle of 40° 09' 30" a distance of 210.268 feet and South 31° 50' 30" East tangent to the preceding curve 250 feet; thence leaving said Northeasterly line of Community road and running North 50° 09' 30" East 188.548 feet; thence North 19° , West 36.007 feet; thence North 40° 00' West 153 feet; thence North 10° 00' West 118 feet; thence North 4° 00' East 210 feet; thence North 40° 00' West 57 feet; thence South 84° 00' West 61 feet; thence South 40° 00' West 151 feet; thence South 61° 00' West 102 feet; thence North 74° 00' West 38.338 feet to a line drawn North 18° East from the true point of beginning; thence South 18° West along the last mentioned line so drawn 119,392 foot to the true point of beginning.

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APN: 060-072-27

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

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APN: 060-072-28

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APN: 060-072-18

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

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

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, as follows:

Assessor's Parcel No	:	060-072-18	
Bill No.	:	19-1000874	
Code No.	:	001-000	
1st Installment	:	\$38,444.73	Marked Paid
2nd Installment	:	\$38,444.73	Marked Paid
Land Value	:	\$3,121,200.00	
Imp. Value	:	\$2,128,303.00	
P.P. Value	:	\$2,400.00	

(Affects Parcel Three)

3. Supplemental taxes, general and special, for the fiscal year 2018 - 2019 as follows:

Assessor's Parcel No.	:	060-072-18	
Bill No.	:	19-1124798	
1st Installment	:	\$130.05	Marked Paid
Delinquent On	:	December 10, 2019	
2nd Installment	:	\$130.05	Marked Paid
Delinquent On	:	April 10, 2020	

(Affects Parcel Three)

4. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, as follows:

Assessor's Parcel No	:	060-072-27	
Bill No.	:	19-1000879	
Code No.	:	001-000	
1st Installment	:	\$86,998.18	Marked Paid
2nd Installment	:	\$86,998.18	Marked Paid
Land Value	:	\$9,363,600.00	
Imp. Value	:	\$2,637,032.00	
P.P. Value	:	\$5,600.00	

(Affects Parcel One)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

5. Supplemental taxes, general and special, for the fiscal year 2018 - 2019 as follows:

Assessor's Parcel No.	:	060-072-27	
Bill No.	:	19-1124799	
1st Installment	:	\$743.49	Marked Paid
Delinquent On	:	December 10, 2019	
2nd Installment	:	\$743.49	Marked Paid
Delinquent On	:	April 10, 2020	

(Affects Parcel One)

6. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, as follows:

Assessor's Parcel No	:	060-072-28	
Bill No.	:	19-1000880	
Code No.	:	001-000	
1st Installment	:	\$14,474.91	Marked Paid
2nd Installment	:	\$14,474.91	Marked Paid
Land Value	:	\$1,353,768.00	
Imp. Value	:	\$624,240.00	

(Affects Parcel Two)

7. 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.

8. Any special tax which is now a lien and that may be levied within the Belvedere–Library CFD 95-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$66.00 per APN.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : NBS-Government Finance
Telephone No.: (800) 676-7516

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

9. Any special tax which is now a lien and that may be levied within the T-Old St. Hilary Open Space CFD '93-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$98.00 per APN.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : MFS – Muni Financial Services
Telephone No.: (800) 755-6864

10. Any special tax which is now a lien and that may be levied within the T-Old St. Hilary Open Space CFD '97-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$98.00 per APN.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : MFS – Muni Financial Services
Telephone No.: (800) 755-6864

11. Any adverse claim based upon the assertion that:
(a) Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created
(b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Belvedere Lagoon or has been formed by accretion to any such portion.

12. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.

13. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Mallard Road.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

14. 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 : Pacific Gas and Electric Company, a California corporation and The Pacific Telephone and Telegraph Company, a California corporation
For : Installation and maintenance of underground wires, cables, pipelines, conduits and other related fixtures
Recorded : [September 28, 1951 in Book 710 of Official Records, Page 39 under Recorder's Serial Number 16508](#)
Affects : Parcel One, as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

15. 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 : Pacific Gas and Electric Company, a California corporation
For : Installation and maintenance of underground conduits, riser pipes, and other structures, apparatus and equipment
Dated : March 8, 1954
Recorded : [April 7, 1954 in Book 859 of Official Records, Page 324 under Recorder's Serial Number 6305](#)
Affects : Parcel One, as described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

16. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$12,000,000.00
Trustor/Borrower : Water's Edge Apartments, LP, a California limited partnership
Trustee : Fidelity National Title Insurance Company, a California corporation
Beneficiary/Lender : First Republic Bank
Dated : March 10, 2017
Recorded : [March 17, 2017 in Official Records under Recorder's Serial Number 2017-0011266](#)
Loan No. : 23-583944-4

17. Any unrecorded and subsisting leases.
18. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.
19. 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.
20. The requirement that there be filed in the office of the Secretary of State a Certificate of Limited Partnership – Form LP-1 – for Water's Edge Apartments, LP, a California limited partnership in compliance with the provisions of the California Revised Limited Partnership Act, Section 15611, et. seq., Corporations Code, and a certified copy of same be recorded in the office of the County Recorder.
21. The requirement that all general partners sign on behalf of said partnership, or at least authorize or ratify in writing anything executed by less than all general partners.
22. 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.
23. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0224052401-AN

- 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 a multi-family residence known as 1,9,17 Mallard Road, Belvedere Tiburon, CA 94920.

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 : Grant Deed
By/From : Mallard Partners LLC, a California limited liability company
To : Water's Edge Apartments, LP, a California limited partnership
Recorded : [March 17, 2017 in Official Records under Recorder's Serial Number 2017-0011264](#)

(Affects Parcel Three)

Grant Deed executed by Nipomo Enterprises, Inc., a California corporation to Water's Edge Apartments, LP, a California limited partnership recorded [March 17, 2017 in Official Records under Recorder's Serial Number 2017-0011265](#).

(Affects Parcels One and Two)

- D. County recorder will charge an additional \$ 10.00 "Monument User Fee" to record a Grant Deed and other transfer documents using the legal description shown here in.

CC/cc

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)

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 which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

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

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (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

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, 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 unless such lien is shown by the Public Records at Date of Policy.



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)

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.

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., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
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.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's 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 National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	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 Company of Tennessee	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.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2020

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 that is available from federal, state, or local government records, 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 with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	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	Yes	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,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	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. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	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
Characteristics of protected classifications under California or federal law	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	Yes	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. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	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, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	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. Other audit or operational purposes.	Not Disclosed

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” 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. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider 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	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 malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	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. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	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

Characteristics of protected classifications under California or federal law	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).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	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, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	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. Other audit or operational purposes.	Not Disclosed

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.

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 and the purposes for which the categories of personal information will be used.
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

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
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 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. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products 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 in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell 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	
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 of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell 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.

To Request Access to or Deletion of Your Personal Information

To exercise your access 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 [CCPA Consumer Request](#).

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.

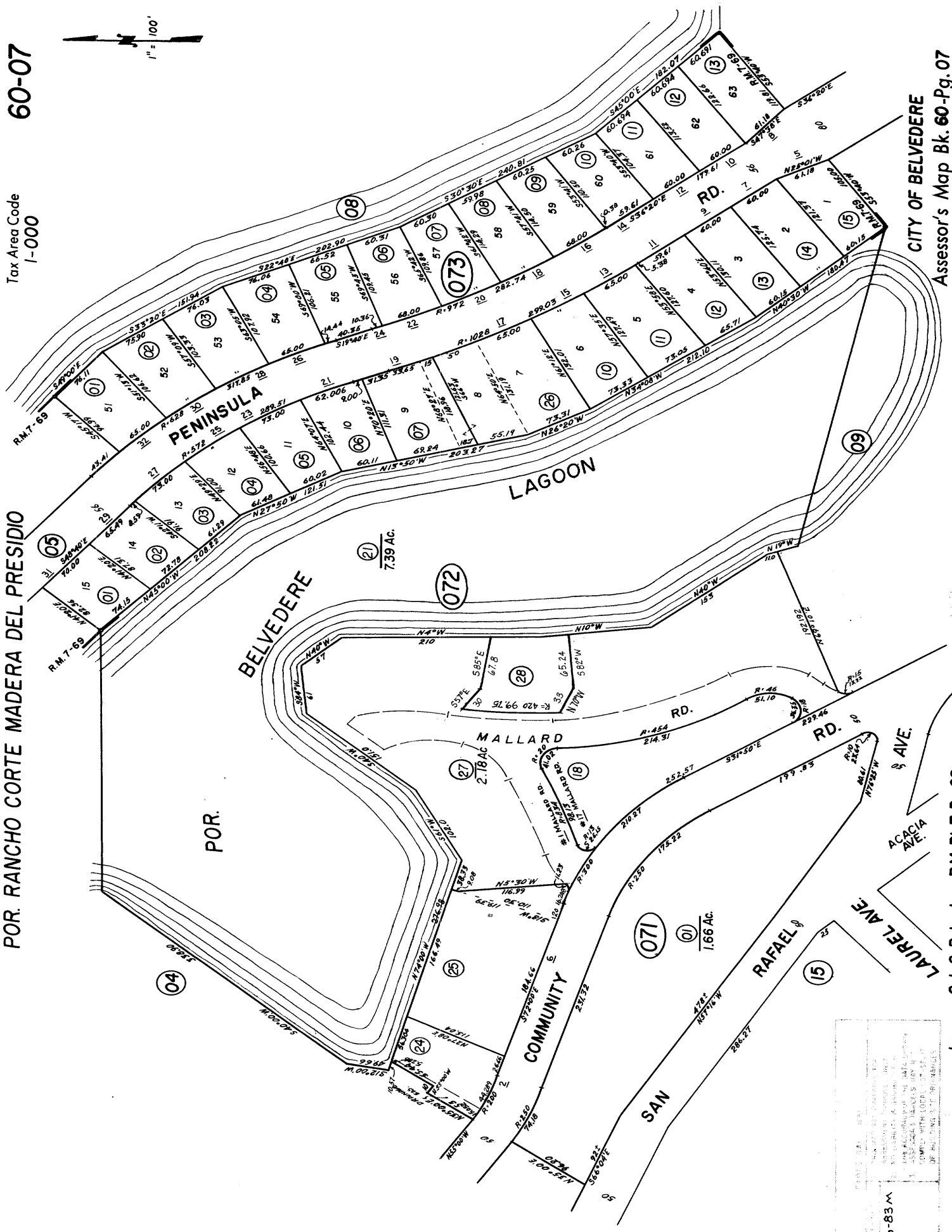
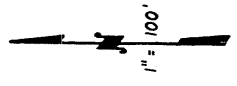
Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

60-07

Tax Area Code
1-000

POR. RANCHO CORTE MADERA DEL PRESIDIO



CITY OF BELVEDERE
Assessor's Map Bk. 60-Pg. 07
County of Marin, Calif.

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

Lagoon Sub. 2, Belvedere R.M. Bk. 7 Pg. 69
Salt Marsh and Tide Land Map No. 1

10-6-83	DATE OF REVISION
	BY
	FOR
	REASON
	APPROVED BY
	DATE