

## LOT LINE ADJUSTMENT AGREEMENT

THIS LOT LINE ADJUSTMENT AGREEMENT (the "Agreement") is made on the <sup>23</sup> day of February, 2023, by, between and among Highland Estates Development I, LLC (together with its predecessors and affiliates, "Seller"), CNCL Properties, LLC (together with its successors and assigns, "Buyer"), and Thomas H. Finke and Christine S. Tam, individually and as Trustees of the Finke/Tam Family Trust, Dated April 12, 2007 (together, "LLA Transferee"). Seller, Buyer, and LLA Transferee shall together be referred to as the "Parties" and each a "Party."

### RECITALS

- A. Seller is the owner of that certain parcel of land identified as Lot 11 in the San Mateo Highlands situated in the County of San Mateo, State of California, commonly known as 88 Cowpens Way, San Mateo, CA 94402 and more particularly described in the legal description attached as **Exhibit A** ("Lot 11" or the "Property"). Lot 11 consists of approximately 28,600 square feet of gross area and has been subdivided through San Mateo County Tract Map 944. Ticonderoga Partners, LLC, and The Chamberlain Group, caused the development of Lot 11 and the construction of a residence on the property, and Ticonderoga Partners, LLC transferred ownership of record to Highland Estates Development I, LLC.
- B. LLA Transferee is the owner of Lot 24 in the San Mateo Highlands, commonly known as 2067 New Brunswick Drive, San Mateo ("Lot 24") that is adjacent to Lot 11.
- C. Buyer will become the owner of Lot 11 upon the completion of the transfer of the Property from Seller pursuant to the terms of a pending California Residential Purchase Agreement and Joint Escrow Instructions between Seller and Buyer (the "Sale").
- D. LLA Transferee previously constructed a wall, stairs, gate, fence, and certain other improvements located on, and encroaching upon, Lot 11 (the "Encroachments").
- E. The Encroachments are located on a portion of Lot 11 that borders and abuts Lot 24, as described in the Legal Description and depicted on the Encroachment Easement Map, copy attached as attached as **Exhibit B** hereto (referred to hereinafter as the "Transfer Parcel" which is also the "Encroachment Area" in which the Encroachments are located).
- F. Prior to the execution of this Agreement, a drainage and sewer cleanout of Seller were located on Lot 24. Seller agreed to remove, and has now removed, those boxes and relocated them onto Lot 11.

- G.** Lot 11 is subject to various easements, covenants, and other restrictions as reflected in the Preliminary Report, copy attached as **Exhibit C** hereto. Certain of the exceptions on the Preliminary Report may limit or restrict the use of the Transfer Parcel and/or impose affirmative maintenance and/or other obligations on the owner of the Transfer Parcel. These restrictions, limitations, and/or obligations affect and run with the property that is being transferred to LLA Transferee under this Agreement.
- H.** In order to resolve issues pertaining to the existence of the Encroachments, and to facilitate the Sale, Seller agreed to grant a permanent non-exclusive easement to LLA Transferee whereby, *inter alia*, LLA Transferee would be able to maintain the encroachments and to landscape the Transfer Parcel (the "Grant of Easement"). A copy of the Grant of Easement to be recorded, through escrow, immediately prior to the transfer of the Property from Seller to Buyer, is attached as **Exhibit D** hereto.
- I.** By this Agreement, the Buyer and LLA Transferee agree to:
- (a) make a best-efforts attempt to accomplish a Lot Line Adjustment ("LLA") whereby LLA Transferee will obtain fee title to the Transfer Parcel,
  - (b) authorize LLA Transferee to take such actions with the County of San Mateo as are reasonable and necessary to obtain approval for, and to complete, a LLA to provide LLA Transferee fee ownership of the Transfer Parcel at LLA Transferee's sole cost and expense, and to do so in the name of, and with cooperation by, Buyer, and
  - (c) upon recordation of the Grant of Easement, relieve Seller from any and all obligations with respect to the LLA as Seller will no longer hold any interest in the Property, provided, however, Seller shall make available to the Buyer and the LLA Transferee all engineering drawings and related materials available to Seller pertaining to the proposed LLA.
- J.** As further resolution of the dispute which arose regarding the Encroachments, and resolution thereof, the Parties make this Agreement concerning a LLA.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree as follows:

**1. Incorporation of Recitals.** All paragraphs of the Recitals are incorporated herein as though fully set forth herein. The Parties agree that the Recitals are true and correct and constitute a material part of this Agreement.

2. **Lot Line Adjustment.** The Buyer shall cooperate at no cost or liability to Buyer in LLA Transferee's efforts to obtain a LLA in favor of Lot 24 whereby the lot line shall be adjusted and moved as reflected on the Encroachment Easement Map (the "Encroachment Adjustment"), copy attached as Exhibit B hereto. For clarity and avoidance of doubt, the Finke Owners will perform the application process in the name of, and with cooperation by, Buyer. Subject to the terms and conditions contained herein, upon final approval of the Encroachment Adjustment for the Transfer Parcel, Buyer shall deliver to LLA Transferee a deed conveying the Transfer Parcel to LLA Transferee (the "Transfer").

3. **Payment by LLA Transferee.** In consideration of the Encroachment Adjustment, upon tender of a grant deed to the Transfer Parcel, LLA Transferee shall pay to Buyer the sum of one hundred dollars (\$100.00) in good and immediately available funds. Additionally, LLA Transferee shall pay all costs of effectuating (a) the Lot Line Adjustment and (b) the Transfer, including all fees and costs for close of escrow such as premiums for title insurance, if desired, that shall be procured by LLA Transferee, the costs of drafting the Transfer deed, transfer and recording fees and/or taxes, and other administrative fees and expenses.

4. **Allocation of Expenses.** All Parties shall bear their own attorneys' fees and costs incurred in the negotiation and drafting of this Agreement prior to the execution hereof, or in any way related to the subject matter of this Agreement. LLA Transferee shall be responsible for payment of the fees required to process the Lot Line Adjustment, including filing fees payable to the County.

5. **Transfer As-Is and Without Warranty.** Upon final approval of the LLA, Buyer shall transfer the Transfer Parcel, and LLA Transferee accepts the Transfer Parcel, as-is, with all rights, benefits, and faults; subject to all restrictions, limitations and obligations, including those contained in the documents listed on the Preliminary Title Report; and without any warranty of any kind, express or implied. LLA Transferee has opportunity to conduct, and by executing this agreement confirms that LLA Transferee has conducted, its own independent inspection, investigation and analysis of the Transfer Parcel as it deems necessary or appropriate in so acquiring the Transfer Parcel.

6. **Assumption of Risk of Denial of LLA.** The Parties acknowledge that the ability to successfully obtain the contemplated LLA is uncertain and unpredictable, and that the LLA may be denied notwithstanding the best-efforts of Buyer and LLA Transferee, who both acknowledge and assume the risk of denial.

CNCL Properties, LLC, Buyer

LLA Transferee

By \_\_\_\_\_  
(Initial here)



By TF CF  
(Initial here)

7. **Future Obligations.** Upon recordation of the deed effectuating the Lot Line Adjustment, the Grant of Easement shall be automatically terminated and of no further force or effect, the Buyer and LLA Transferee shall record an appropriate document to confirm the

2. **Lot Line Adjustment.** The Buyer shall cooperate at no cost or liability to Buyer in LLA Transferee's efforts to obtain a LLA in favor of Lot 24 whereby the lot line shall be adjusted and moved as reflected on the Encroachment Easement Map (the "Encroachment Adjustment"), copy attached as Exhibit B hereto. For clarity and avoidance of doubt, the Finke Owners will perform the application process in the name of, and with cooperation by, Buyer. Subject to the terms and conditions contained herein, upon final approval of the Encroachment Adjustment for the Transfer Parcel, Buyer shall deliver to LLA Transferee a deed conveying the Transfer Parcel to LLA Transferee (the "Transfer").

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6. **Assumption of Risk of Denial of LLA.** The Parties acknowledge that the ability to successfully obtain the contemplated LLA is uncertain and unpredictable, and that the LLA may be denied notwithstanding the best-efforts of Buyer and LLA Transferee, who both acknowledge and assume the risk of denial.

CNCL Properties, LLC, Buyer

By MLL  
(Initial here)

LLA Transferee

By TF G  
(Initial here)

7. **Future Obligations.** Upon recordation of the deed effectuating the Lot Line Adjustment, the Grant of Easement shall be automatically terminated and of no further force or effect, the Buyer and LLA Transferee shall record an appropriate document to confirm the

termination, and LLA Transferee shall be responsible for all future obligations of any kind related to the Transfer Parcel, monetary or otherwise, including without limitation maintenance, upkeep, property and other taxes, insurance, and all negative and/or affirmative covenants, restrictions and requirements related to any of documents listed on the Preliminary Report. The provisions of this Paragraph shall apply upon recordation of the deed effectuating the LLA without regard to the applicable period or date of assessment and without proration. Seller, as owner of the dominant estate with respect to the Private Trail and Access Easement located on the Transfer Parcel shall retain the rights thereunder.

**8. Mutual General Release.** In consideration of the mutual covenants and agreements contained herein, and the performance of the terms of this Agreement by each and all of the Parties hereto, each Party hereto, for itself/himself/herself and on behalf of all persons or entities taking by, through or under them, including all successors in interest, fully releases and forever discharges each and every other Party hereto and their predecessors, successors, representatives, agents and affiliates, attorneys and consultants, from any and all claims in any way related to the matters that are set forth in the Recitals, the terms of this Agreement, any and all claims and controversies between the Parties whether individually or in any other capacity, and/or in any way related to the subject matter of this Agreement, excepting only the obligations arising from this Agreement. As used in this paragraph, "Party" includes as to Seller, Seller's predecessors and affiliates The Chamberlain Group and Ticonderoga Partners, LLC.

**9. Waiver Of California Civil Code Section 1542.** The Parties acknowledge that in the future they may discover additional Claims which are unknown or unanticipated at the time of execution this Agreement. The Parties intend that this Agreement will deprive each Party of the ability to pursue such Claims and that the Releases include all Claims, both known and unknown. Each of the Parties acknowledges that they have read, been fully advised, and understands their rights under California Civil Code section 1542, which states:

**[CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Each Party hereto hereby agrees that he/she/it has waived and relinquished all rights and benefits he/she/it may have under Section 1542 of the California Civil Code.

**10. Indemnification.** Each Party shall indemnify, defend, and hold the other Party harmless from any claims or damages arising from a party's breach of any term or obligation under this Agreement.

**11. Parties' Respective Authority.** Each Party represents that it has the legal power, right and authority to enter into and perform this Agreement, and to consummate the transaction contemplated by this Agreement. Furthermore, the execution, delivery, and performance of this

Agreement has been duly authorized and no other action or approval is required in order to make it a valid and binding contractual obligation of the respective Parties.

12. **Further Assurances.** Subject to the terms set forth herein, Buyer and LLA Transferee agree to execute, acknowledge and deliver any further agreements, documents or instruments that may be reasonably necessary or appropriate to carry out the transactions contemplated herein in accordance with the terms hereof.

13. **Successors And Assigns.** This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the Parties hereto and their respective successors and assigns.

14. **Time of Essence.** Time is of the essence with respect to all terms in this Agreement.

15. **Amendment.** No amendment to this Agreement shall be binding on any of the Parties unless such amendment is in writing and executed by all Parties to this Agreement. Any such amendment may be executed in counterparts.

16. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect to the transaction set forth herein, and supersedes all prior and contemporaneous negotiations, agreements, arrangements and understandings relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by Buyer or LLA Transferee pertaining to the subject transaction which is not embodied in this Agreement or the written statements or other documents delivered pursuant to this Agreement or in connection with the consummation of the transactions contemplated by this Agreement, and neither Seller nor Buyer shall be bound by or liable for any such alleged representation, promise, inducement or statement of intention not so set forth.

17. **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that the delivery of an executed copy of this Agreement by facsimile, electronic signature, or PDF shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

18. **Costs and Attorneys' Fees.** In the event that either LLA Transferee, Buyer, or Seller shall commence an action or proceeding against another Party arising under this Agreement or because of an alleged dispute, default or misrepresentation under or in connection with any of the provisions of this Agreement, or regarding the interpretation hereof, then the prevailing party in such action or proceeding shall be entitled to recover from the other, in addition to any other relief, all reasonable costs and expenses incurred by the prevailing party in such action (as decided by the decision-maker in such action or proceeding), including reasonable attorneys' fees.

19. **Applicable Law.** This Agreement shall be governed by and construed and

enforced in accordance with the laws of the State of California. This Agreement shall be deemed to have been executed in San Mateo County and any litigation involving this Agreement shall have venue in San Mateo County.

**20. Joint Drafting.** LLA Transferee, Buyer and Seller have been represented by counsel and each Party has contributed, or have waived the opportunity to contribute, to the final form of this Agreement. The Parties waive any rules of construction or interpretation related to authorship, neither Party shall be considered to be the author of this Agreement, and no inferences shall be made in favor or against any Party based upon authorship.

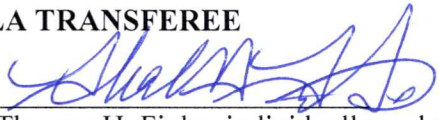
**21. No Third Party Beneficiaries.** Buyer, Seller and Transferee do not intend to create, and this Agreement shall not be construed to create, any third-party beneficiary status or interest, nor give any third-party beneficiary rights or remedies, and this Agreement may not be enforced by or in favor of any other person or entity not a party to this Agreement.

**22. Severability.** If for any reason, any provision of this Agreement shall be held to be unenforceable, the unenforceability of such term shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement and all other terms shall remain in full force and effect. Any term that is determined to be unenforceable shall be modified to the minimum extent necessary in order for such term to be enforceable and consistent with the purposes of this Agreement.

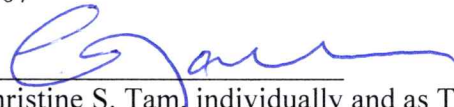
**IN WITNESS WHEREOF,** Seller, Buyer and LLA Transferee have caused this Agreement to be executed on the Effective Date.

Dated: February 23, 2023

**LLA TRANSFEEE**

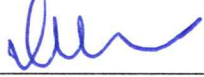
By   
Thomas H. Finke, individually and as Trustee of the Finke/Tam Family Trust, Dated April 12, 2007

Dated: February 23, 2023

By   
Christine S. Tam, individually and as Trustee of the Finke/Tam Family Trust, Dated April 12, 2007

Dated: February 22, 2023


**SELLER**

By   
Highland Estates Development I, LLC  
By: Noel Chamberlain, Manager

[Signatures continue on next page]

[Signatures continued from prior page]

**BUYER**

By:   
CNCL Properties, LLC  
By: [Print Name: MA. CRISTINA L. LIM]  
Manager



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On the February 22, 2023 before me, Donna Scarabosio a Notary Public, personally appeared Noel Chamberlain, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

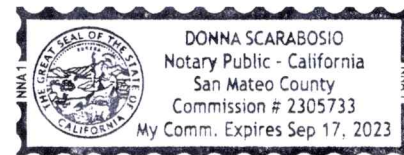
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna Scarabosio

Name: Donna Scarabosio  
(Typed or Printed)

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On the February 23, 2023 before me, Donna Scarabosio a Notary Public, personally appeared Thomas H. Finke and Christine S. Tam, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna Scarabosio

Name: Donna Scarabosio  
(Typed or Printed)

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On the February 22, 2023 before me, Amanda Sanchez a Notary Public, personally appeared Maria Cristina Lim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

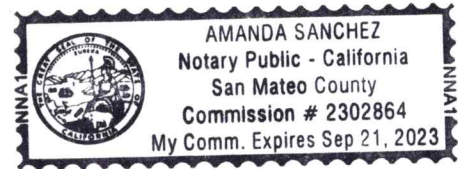
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Amanda Sanchez

Name: Amanda Sanchez  
(Typed or Printed)

(Seal)



# **EXHIBIT A**

**ORDER NO. : 2202072800**

**EXHIBIT A**

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 as shown on the map entitled, "Tract Map No. 944, Highland Estates," filed in the office of the Recorder of San Mateo County on July 7, 2016 in Book 140 of Maps at pages 94 through 99.

APN: 041-101-450

JPN: 140-094-000-11

# **EXHIBIT B**



**LEGAL DESCRIPTION  
ENCROACHMENT EASEMENT**

All that real property situate in the Unincorporated Area of San Mateo County, California, described as follows:

Being a portion of Lot 11, as shown on that certain map entitled "TRACT MAP NO. 944 HIGHLAND ESTATES" filed for record on July 7, 2016, in Book 140 of Maps at Pages 94 through 99, Official Records of San Mateo County, being more particularly described as follows:

**BEGINNING** at the westerly corner of said Lot 11, said corner also being the most northeasterly common corner of Lot 23 and Lot 24, as said Lots 23 and 24 are shown on that certain map entitled "TRACT NO. 723 THE HIGHLANDS" filed for record on August 26, 1955, in Volume 43 of Maps at Pages 23-25, Official Records of San Mateo County;

Thence along the northwesterly line of said Lot 11, North 52°39'00" East, 18.00 feet;

Thence leaving said northwesterly line, South 37°21'00" East, 66.40 feet to the beginning of a non-tangent curve to the right, whose radius bears North 78°56'55" West;

Thence along said non-tangent curve to the right, having a radius of 28.00 feet, through a central angle of 40°22'56", for an arc length of 19.73 feet to a point on the common line of said Lot 24 and said Lot 11;

Thence along said common line, North 37°21'00" West, 73.45 Feet to the **POINT OF BEGINNING**.

Containing an area of 1,281 square feet more or less.

A plat showing the above described parcels is attached hereto and made a part hereof as Exhibit B.

**Preliminary**



\_\_\_\_\_  
David C. Jungmann, PLS 9267

2/17/2023  
Dated

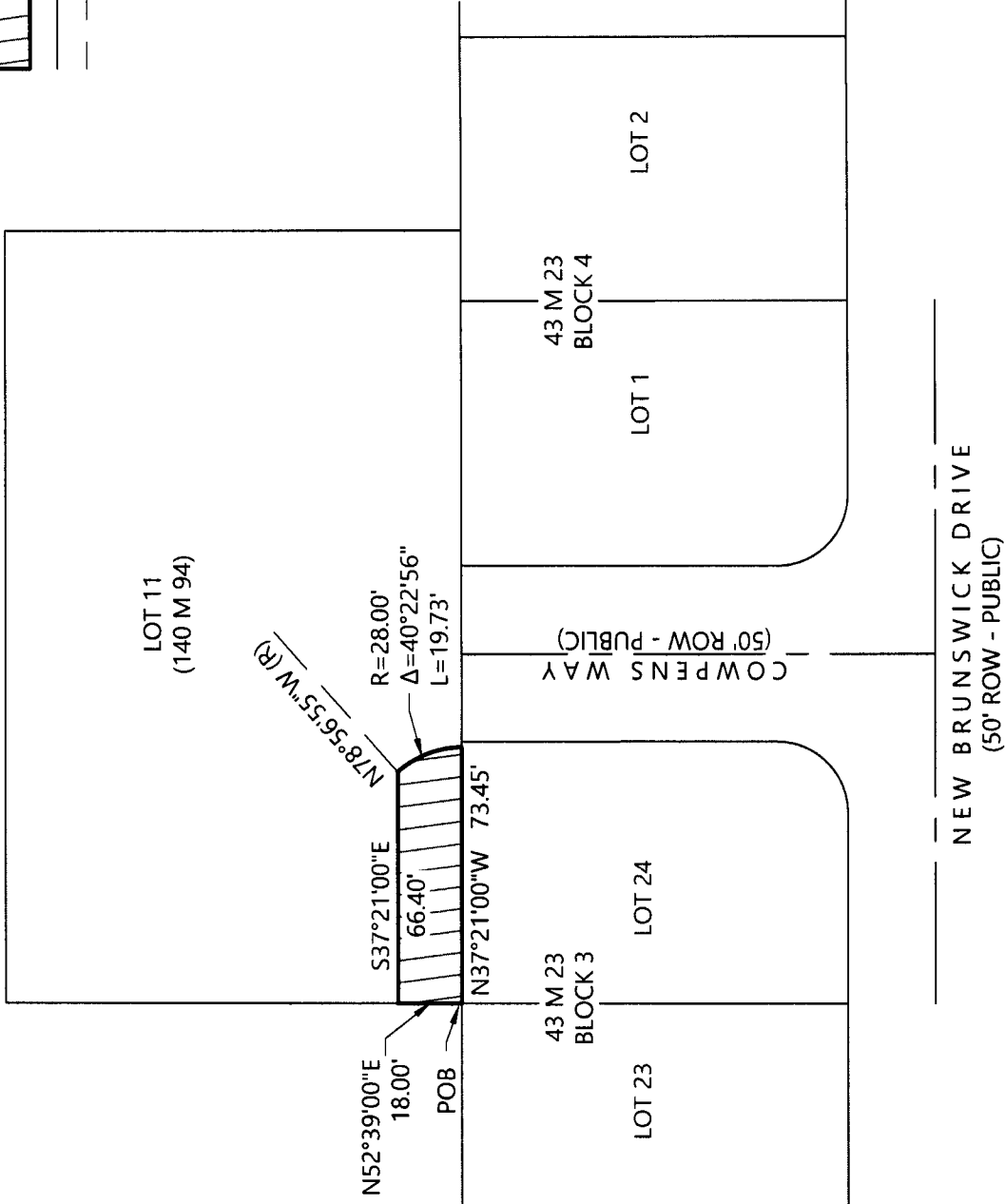
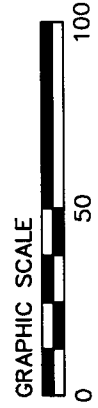
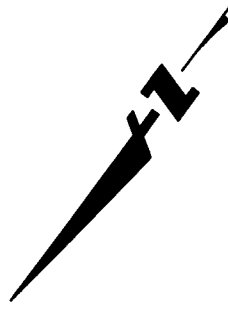
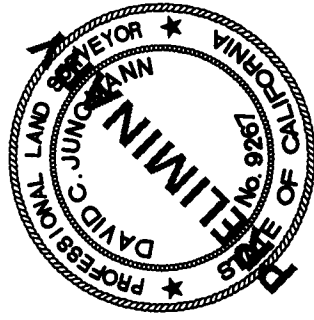
**END OF DESCRIPTION**

Page 1 of 2

LANDS OF HIGHLAND  
ESTATES DEVELOPMENT  
UNSURVEYED REMAINDER

**LEGEND**

- LOT LINES
  - SUBJECT EASEMENT  
AREA = 1,281 ± SQ.FT.
  - CENTER LINE
  - RADIAL BEARING LINE
  - POINT OF BEGINNING
  - DENOTES RADIAL BEARING
  - RIGHT-OF-WAY
  - SQUARE FEET
  - MAPS
- 
- POB
  - (R)
  - ROW
  - SQ. FT.
  - M



255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com



SUBJECT EXHIBIT B: PLAT TO ACCOMPANY  
LEGAL DESCRIPTION  
JOB NO. 19950168  
DATE 2/17/2023  
BY CSW APPR. DCJ 2 OF 2



# **EXHIBIT C**

**ORDER NO. : 2202072800**

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 as shown on the map entitled, "Tract Map No. 944, Highland Estates," filed in the office of the Recorder of San Mateo County on July 7, 2016 in Book 140 of Maps at pages 94 through 99.

APN: 041-101-450

JPN: 140-094-000-11



**OLD REPUBLIC TITLE COMPANY**  
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

524 Gibson Drive  
Roseville, CA 95678  
(916) 781-4100 Fax: (916) 784-3563

## PRELIMINARY REPORT

RESOLUTION STRATEGIES, INC.  
1141 Capuchino Avenue, #1934  
Burlingame, CA 94011

Attention: RICHARD M. NEWMAN

Our Order Number 2202072800

Customer Reference Lot 11

When Replying Please Contact:

Property Address:

88 Cowpens Way, San Mateo, CA 94402  
[Unincorporated area of San Mateo County]

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 November 17, 2022, at 7:30 AM

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

Page 1 of 7 Pages

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2202072800

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

CLTA Standard Coverage Policy -1990. 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:

Highlands Estates Development I, a California limited liability company

The land referred to in this Report is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

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APN: 041-101-450

JPN: 140-094-000-11

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 2022 - 2023, as follows:

Assessor's Parcel No	:	041-101-450	
Code No.	:	78-004	
1st Installment	:	\$10,414.54	Marked Paid
2nd Installment	:	\$10,414.54	NOT Marked Paid
Land Value	:	\$2,228.00	
Imp. Value	:	\$1,643,000.00	

2. 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.

3. Agreement for : Street Improvements  
Executed By : County of San Mateo, a political subdivision of the State of California  
and Between : Highlands Estates I, LLC., a California limited liability company

On the terms, covenants and conditions contained therein,

Dated : May 19, 2016  
Recorded : June 9, 2016 in Official Records under Recorder's Serial Number  
2016-056149

OLD REPUBLIC TITLE COMPANY  
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4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : private storm drainage and utility; private trail and access; private storm drainage and no build area  
Affects : as shown on map

5. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

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

Amount : \$7,585,292.00  
Trustor/Borrower : Highland Estate Development 1, LLC, a California limited liability company  
Trustee : Old Republic National Title Company  
Beneficiary/Lender : Tri Counties Bank  
Dated : August 27, 2019  
Recorded : November 19, 2019 in Official Records under Recorder's Serial Number 2019-097513  
Loan No. : 8330010160

Affects this and other property.

7. An encroachment of existing structures or improvements situated on the land adjoining on the Northwesterly and Southwesterly portions onto said land, as disclosed by off record information, of walls and fences from adjacent properties.

8. Terms and provisions as contained in an instrument,

Entitled : Deed  
Executed By : Highland Estates Development I  
Recorded : To Be Recorded

Which, among other things, provides: County Development Conditions

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9. 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.
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Terms and provisions as contained in an instrument,  
Entitled : Declaration of CCR'S  
Recorded : July 19, 2022 in Official Records under Recorder's Serial Number 2022-055608
12. Terms and provisions as contained in an instrument,  
Entitled : Covenant Regarding Sewage Ejector Pump System  
Recorded : July 20, 2022 in Official Records under Recorder's Serial Number 2022-055835
13. Prior to the issuance of any policy of title insurance, the Company requires the following with respect to Highland Estate Development I, LLC, a California Limited Liability Company:
1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
  2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).
  3. Recording a Certified copy of said LLC-1 and any "amendments thereto".

----- **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.

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

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 88 Cowpens Way, San Mateo, CA 94402.

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

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

Instrument	:	
Entitled	:	Grant Deed
By/From	:	Ticonderoga Partners, LLC, a California limited liability company
To	:	Highland Estates Development I, LLC, a California limited liability company
Dated	:	December 7, 2015
Recorded	:	December 16, 2015 in Official Records under Recorder's Serial Number 2015-132463

C.

**NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.



**NOTE:**

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

Restrictive Covenant Modification form

Exhibit I

**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.



**OLD REPUBLIC TITLE**

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

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

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.

<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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<b>How does Old Republic Title protect my personal information?</b>	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 <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can’t I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>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.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<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"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>

<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>
<b>Lenders Inspection Company</b>	<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>
<b>Old Republic National Commercial Title Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>	<b>Old Republic Title Companies, Inc.</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>
<b>RamQuest Software, Inc.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>The Title Company of North Carolina</b>
<b>Trident Land Transfer Company, LLC</b>				

Updated: January 1, 2021

## 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>
<p>Deletion</p>	<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"> <li>• 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.</li> <li>• Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.</li> <li>• Debug products to identify and repair errors that impair existing intended functionality.</li> <li>• Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.</li> <li>• Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)</li> <li>• 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.</li> <li>• Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.</li> <li>• Comply with a legal obligation.</li> <li>• Make other internal and lawful uses of that information that are compatible with the context in which you provided it.</li> <li>• Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)</li> </ul>
<p>Opt-Out of Sale</p>	<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>
<p>Opt-In to Sale</p>	<p>Non-Discrimination</p> <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"> <li>• Deny you goods or service</li> <li>• Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties</li> <li>• Provide a different level or quality of goods or services</li> <li>• Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services</li> </ul>

## 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.

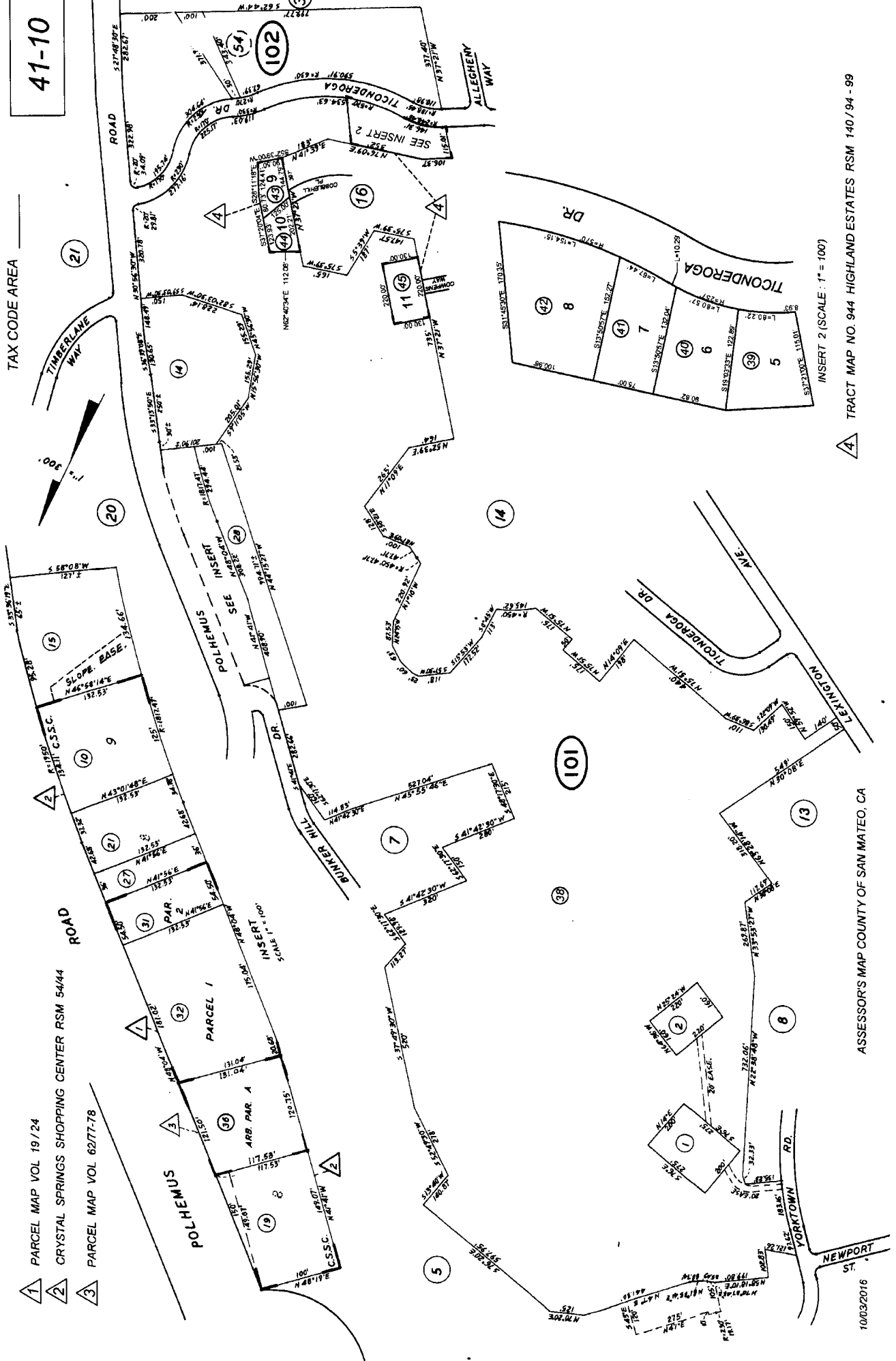
You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

## 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](mailto:CCPA@oldrepublictitle.com), or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

41-10

TAX CODE AREA



1 PARCEL MAP VOL 19/24

2 CRYSTAL SPRINGS SHOPPING CENTER RSM 54/44

3 PARCEL MAP VOL 6277-78

INSERT 2 (SCALE: 1" = 100')

TRACT MAP NO. 944 HIGHLAND ESTATES RSM 140/94 - 99

ASSessor's MAP COUNTY OF SAN MATEO, CA

10/03/2016

# **EXHIBIT D**

**RECORDING REQUESTED BY:**

**Highland Estates Development 1, LLC**

**AND WHEN RECORDED MAIL TO:**

Thomas H. Finke  
Christine S. Tam  
2067 New Brunswick Drive,  
San Mateo, CA 94402

APN: 041-101-450

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**GRANT OF EASEMENT**

## GRANT OF EASEMENT

23 This Land Easement Agreement (the "Agreement") is made and entered into on February 23, 2023, by and between Highlands Estate Development 1, LLC, a California limited liability company (together with its successors and assigns, the "Grantor") and Thomas H. Finke and Christine S. Tam, individually and as Trustees of the Finke/Tam Family Trust, Dated April 12, 2007 (together, "Grantee"). Grantor and Grantee shall together be referred to as the "Parties" and each a "Party."

WHEREAS, Grantor is the owner of certain real property located at 88 Cowpens Way, San Mateo, CA 94402, more specifically described in Exhibit A hereto (the "Grantor Property" or "Lot 11"). Lot 11 consists of approximately 28,600 square feet of gross area and has been subdivided through San Mateo County Tract Map 944. Ticonderoga Partners, LLC, and The Chamberlain Group, caused the development of Lot 11 and the construction of a residence on the property, and Ticonderoga Partners, LLC transferred ownership of record to Highland Estates Development 1, LLC.

WHEREAS, Grantee is the owner of that certain adjacent real property located at 2067 New Brunswick Drive, San Mateo, CA 94402, more specifically described in Exhibit B hereto ("Grantee Property").

WHEREAS, Grantee has installed a certain concrete block retaining wall and related improvements (the "Structural Encroachments"), and fencing, wooden stairs, and a gate ("Fencing Encroachments"), on the Grantor's Property.

WHEREAS, certain other recorded documents reflect claims of existing easements upon Grantor's Property, and specifically upon the Easement Area, including, without limitation, a certain Private Trail and Access Easement as well as other easements of record as reflected on that Preliminary Report attached as Exhibit C hereto. Grantor, as the owner of the dominant estate with respect to the Private Trail and Access Easement located in the Easement Area, shall retain all rights thereunder.

WHEREAS, Grantor had previously installed a drainage and sewer cleanout upon Grantee's Property that has been removed.

WHEREAS, Grantor desires to sell Lot 11 pursuant to a pending California Residential Purchase Agreement and Joint Escrow Instructions between Seller and Buyer (the "Sale").

WHEREAS, the Encroachments have created an impediment to the closing of the Sale because the intended Buyer of the Property will not accept title with exceptions to the Preliminary Report issued for purposes of the Sale that state the Encroachments as an exception, and the issuer of the Preliminary Report will not remove the exception pertaining to the Encroachments without remedial action such as this Grant of Easement.



WHEREAS, Grantor and Grantee desire to resolve all issues concerning the placement of the Encroachments on the Grantor's Property, and the impediments to the closing of the Sale, by Grantor making this Grant of Easement to maintain the Structural Encroachments, and by Grantee removing the Fencing Encroachments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Conditional Grant of Permanent Non-Exclusive Easement To Maintain Structural Encroachments.**

Grantor hereby grants unto Grantee, effective upon the Effective Date, a permanent non-exclusive easement over that portion of the Grantor's Property more particularly described on Exhibit D (legal description and Drawing) (the "Easement Area") to (a) maintain the Structural Encroachments, and to service and improve the Structural Improvements for their existing use, and (b) otherwise landscape the Easement Area, subject to the terms and conditions set forth herein.

**2. Removal of Fencing Encroachments.**

The grant of the Easement to Maintain Structural Encroachments is subject to the removal of the Fencing Encroachments by Grantee which removal shall occur prior to the recordation of a Grant of Easement from Grantor. The Effective Date shall be the later of the date on which this Grant of Easement is recorded or the complete removal of the Fencing Encroachments.

**3. Term.**

The Easement shall be permanent.

**4. Rights, Restrictions, and Obligations**

4.1 Grantee shall have the right to use the Easement Area for the maintenance of the Structural Encroachments and for landscaping.

4.2 Grantee shall not use the Property for any commercial purposes.

4.3 Grantee shall not use the Easement Area in any manner or for any purpose that would interfere with the quiet use and enjoyment of Grantor's Property by Grantor, its successors, and assigns.

4.4 Grantee shall not make any alterations to the Easement Area without the prior written consent of the Grantor except as specifically allowed by the terms of this Agreement.

4.5 Grantor shall be entitled to access the Easement Area upon reasonable notice for inspection for compliance with this Agreement and to resolve any threat to health and safety or to

injury to Grantor's Property, provided however that Grantor may enter without notice upon the occurrence of any exigent circumstances.

**5. Maintenance and Repair.**

Grantee shall be solely responsible for all maintenance, repair, and upkeep of the Easement Area and the Structural Encroachments including without limitation all such acts as may be necessary for compliance with all local, state, and federal laws, at his sole cost and expense.

**6. Indemnification.**

Grantee shall indemnify and hold harmless Grantor from and against any and all claims, damages, losses, costs, and expenses arising out of or related to the Structural Easement or Grantee's use thereof and/or Grantee's use of the Easement Area, including, but not limited to, any claims of negligence or breach of contract.

**7. Insurance.**

Grantee shall maintain General Liability Insurance concerning the Easement Area.

**8. Hazardous Materials.**

Grantee shall not allow the installation or release of Hazardous Materials on or under the Easement Area or anywhere within Grantor's Property. The term "Hazardous Materials" as used herein means and includes, without limitation, any "Hazardous Substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 United States Code Sections 9601-9675] and any "Hazardous Waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) [42 United States Code Sections 6901- 6992k].

**9. Mutual General Release and Waiver of Civil Code § 1542.**

**A. Mutual General Release**

In consideration of the mutual covenants and agreements contained herein, and the performance of the terms of this Agreement by each and all of the Parties hereto, each Party hereto, for itself/himself/herself and on behalf of all persons or entities taking by, through or under them, including all successors in interest fully releases and forever discharges each and every other Party hereto and their predecessors, successors, owners, managers, representatives, agents and affiliates, attorneys and consultants from any and all claims in any way related to the matters that are set forth in the Recitals, the terms of this Agreement, any and all claims and controversies between the Parties whether individually or in any other capacity, and/or in any way related to the subject matter of this Agreement, and/or any other disputes or controversies between the Parties, excepting only the obligations arising from this Agreement. As used in this paragraph, "Party" includes as to Grantor, Grantor's predecessors and affiliates The Chamberlain Group and Ticonderoga Partners, LLC.

**B. Waiver Of California Civil Code § 1542.**

The Parties acknowledge that in the future they may discover additional Claims which are unknown or unanticipated at the time of execution this Agreement. The Parties intend that this Agreement will deprive each Party of the ability to pursue such Claims and that the Releases include all Claims, both known and unknown. Each of the Parties acknowledges that they have read, been fully advised, and understands their rights under California Civil Code section 1542, which states:

**[CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Each Party hereto hereby agrees that he/she/it has waived and relinquished all rights and benefits he/she/it may have under Section 1542 of the California Civil Code.

**11. No Benefit to Third Parties.**

The Parties acknowledge and agree that the provisions of this Agreement are for the sole benefit of the Grantor and its successors and for Grantee and its/his/her successors and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

**12. Joint Drafting.**

Grantor and Grantee have been represented by counsel and each Party has contributed to the final form of this Agreement. The Parties waive any rules of construction or interpretation related to authorship, neither Party shall be considered to be the author of this Agreement, and no inferences shall be made in favor or against any Party based upon authorship.

**13. Counterparts.**

This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The Parties agree that the delivery of an executed copy of this Agreement by facsimile, electronic signature, or PDF shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

**14. Further Agreements and Assurances.**

The Parties each agree to take any further actions and/or to execute, acknowledge and deliver any further agreements, documents or instruments that may be reasonably necessary or appropriate to carry out the transactions contemplated herein in accordance with the terms hereof.

The Parties acknowledge that (a) Grantor is contemporaneously entering into an agreement with CNCL Properties, LLC, for the transfer of Grantor's Property, (b) Grantee and CNCL Properties, LLC are contemporaneously entering into an agreement whereby those parties shall take such actions as they determine to effectuate a Lot Line Adjustment whereby the Easement Area would be transferred in fee from CNCL Properties to Grantee, and (c) further agreements may relate to the subject matter of this Agreement and/or supersede this Agreement. The Parties also agree to take any further actions and/or to execute, acknowledge and deliver any further agreements, documents or instruments that may be reasonably necessary or appropriate to carry out the transactions contemplated by such further agreements.

### 15. Attorneys Fees and Costs

In the event that either Party shall commence an action or proceeding against the other arising under this Agreement or because of an alleged dispute, default or misrepresentation under or in connection with any of the provisions of this Agreement, or regarding the interpretation hereof, then the prevailing party in such action or proceeding shall be entitled to recover from the other, in addition to any other relief, all reasonable costs and expenses incurred by the prevailing party in such action (as decided by the decision-maker in such action or proceeding), including reasonable attorneys' fees.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed on the Effective Date.

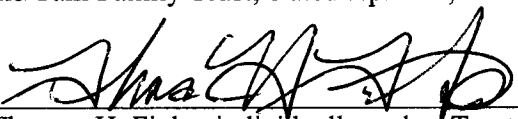
Dated: February \_\_, 2023

Highland Estates Development 1, LLC

By: \_\_\_\_\_  
Noel Chamberlain, Managing Member

Dated: February 23, 2023

Thomas H. Finke, individually and as Trustee of the  
Finke/Tam Family Trust, Dated April 12, 2007

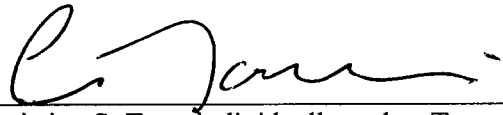
By  \_\_\_\_\_  
Thomas H. Finke, individually and as Trustee of  
the Finke/Tam Family Trust, Dated April 12, 2007

[Signatures continued on next page]

[Signatures continued from prior page]

Dated: February 23, 2023

Christine S. Tam, individually and as Trustee of the  
Finke/Tam Family Trust, Dated April 12, 2007

By   
Christine S. Tam, individually and as Trustee of  
the Finke/Tam Family Trust, Dated April 12,  
2007

# **EXHIBIT A**

**ORDER NO. : 2202072800**

**EXHIBIT A**

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 as shown on the map entitled, "Tract Map No. 944, Highland Estates," filed in the office of the Recorder of San Mateo County on July 7, 2016 in Book 140 of Maps at pages 94 through 99.

APN: 041-101-450

JPN: 140-094-000-11

# **EXHIBIT B**



**ORDER NO. : 2202071144**

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 24, Block 3, as delineated upon that certain Map entitled, "Tract No. 723 The Highlands, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California on August 26th, 1955, in Book 43 of Maps at Pages 23, 24 and 25.

APN: 041-142-240

JPN 041-014-142-24A

# **EXHIBIT C**

**ORDER NO. : 2202072800**

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 as shown on the map entitled, "Tract Map No. 944, Highland Estates," filed in the office of the Recorder of San Mateo County on July 7, 2016 in Book 140 of Maps at pages 94 through 99.

APN: 041-101-450

JPN: 140-094-000-11



**OLD REPUBLIC TITLE COMPANY**  
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

524 Gibson Drive  
Roseville, CA 95678  
(916) 781-4100 Fax: (916) 784-3563

## PRELIMINARY REPORT

RESOLUTION STRATEGIES, INC.  
1141 Capuchino Avenue, #1934  
Burlingame, CA 94011

Attention: RICHARD M. NEWMAN

Our Order Number 2202072800

Customer Reference Lot 11

When Replying Please Contact:

Property Address:

88 Cowpens Way, San Mateo, CA 94402  
[Unincorporated area of San Mateo County]

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 November 17, 2022, at 7:30 AM

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

Page 1 of 7 Pages

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 2202072800

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

CLTA Standard Coverage Policy -1990. 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:

Highlands Estates Development I, a California limited liability company

The land referred to in this Report is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 as shown on the map entitled, "Tract Map No. 944, Highland Estates," filed in the office of the Recorder of San Mateo County on July 7, 2016 in Book 140 of Maps at pages 94 through 99.

APN: 041-101-450

JPN: 140-094-000-11

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 2022 - 2023, as follows:

Assessor's Parcel No	:	041-101-450	
Code No.	:	78-004	
1st Installment	:	\$10,414.54	Marked Paid
2nd Installment	:	\$10,414.54	NOT Marked Paid
Land Value	:	\$2,228.00	
Imp. Value	:	\$1,643,000.00	

2. 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.

3. Agreement for : Street Improvements  
Executed By : County of San Mateo, a political subdivision of the State of California  
and Between : Highlands Estates I, LLC., a California limited liability company

On the terms, covenants and conditions contained therein,

Dated : May 19, 2016  
Recorded : June 9, 2016 in Official Records under Recorder's Serial Number  
2016-056149

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2202072800**

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : private storm drainage and utility; private trail and access; private storm drainage and no build area  
Affects : as shown on map

5. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

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

Amount : \$7,585,292.00  
Trustor/Borrower : Highland Estate Development 1, LLC, a California limited liability company  
Trustee : Old Republic National Title Company  
Beneficiary/Lender : Tri Counties Bank  
Dated : August 27, 2019  
Recorded : November 19, 2019 in Official Records under Recorder's Serial Number 2019-097513  
Loan No. : 8330010160

Affects this and other property.

7. An encroachment of existing structures or improvements situated on the land adjoining on the Northwesterly and Southwesterly portions onto said land, as disclosed by off record information, of walls and fences from adjacent properties.

8. Terms and provisions as contained in an instrument,

Entitled : Deed  
Executed By : Highland Estates Development I  
Recorded : To Be Recorded

Which, among other things, provides: County Development Conditions

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 2202072800**

9. 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.

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

11. Terms and provisions as contained in an instrument,

Entitled : Declaration of CCR'S  
Recorded : July 19, 2022 in Official Records under Recorder's Serial Number  
2022-055608

12. Terms and provisions as contained in an instrument,

Entitled : Covenant Regarding Sewage Ejector Pump System  
Recorded : July 20, 2022 in Official Records under Recorder's Serial Number  
2022-055835

13. Prior to the issuance of any policy of title insurance, the Company requires the following with respect to Highland Estate Development I, LLC, a California Limited Liability Company:

1. A copy of any management or operating agreements and any amendments thereto, together with a current list of all members of said LLC.
2. A certified copy of its Articles of Organization (LLC-1), any Certificate of Correction (LLC-11), Certificate of Amendment (LLC-2), or Restatement of Articles of Organization (LLC-10).
3. Recording a Certified copy of said LLC-1 and any "amendments thereto".

----- **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. 2202072800

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 single family residence known as 88 Cowpens Way, San Mateo, CA 94402.

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

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

Instrument	:	
Entitled	:	Grant Deed
By/From	:	Ticonderoga Partners, LLC, a California limited liability company
To	:	Highland Estates Development I, LLC, a California limited liability company
Dated	:	December 7, 2015
Recorded	:	December 16, 2015 in Official Records under Recorder's Serial Number 2015-132463



C.

**NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

**NOTE:**

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

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

Information for processing a “Restrictive Covenant Modification” form:

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

The “Restrictive Covenant Modification” form is linked below:

Restrictive Covenant Modification form

Exhibit I

**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.



## OLD REPUBLIC TITLE

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

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

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.

<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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<b>How does Old Republic Title protect my personal information?</b>	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 <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can’t I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>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.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<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"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>

<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>
<b>Lenders Inspection Company</b>	<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>
<b>Old Republic National Commercial Title Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>	<b>Old Republic Title Companies, Inc.</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>
<b>RamQuest Software, Inc.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>The Title Company of North Carolina</b>
<b>Trident Land Transfer Company, LLC</b>				

Updated: January 1, 2021

## 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"> <li>• 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.</li> <li>• Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.</li> <li>• Debug products to identify and repair errors that impair existing intended functionality.</li> <li>• Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.</li> <li>• Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.)</li> <li>• 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.</li> <li>• Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.</li> <li>• Comply with a legal obligation.</li> <li>• Make other internal and lawful uses of that information that are compatible with the context in which you provided it.</li> <li>• Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)</li> </ul>
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"> <li>• Deny you goods or service</li> <li>• Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties</li> <li>• Provide a different level or quality of goods or services</li> <li>• Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services</li> </ul>

## 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.

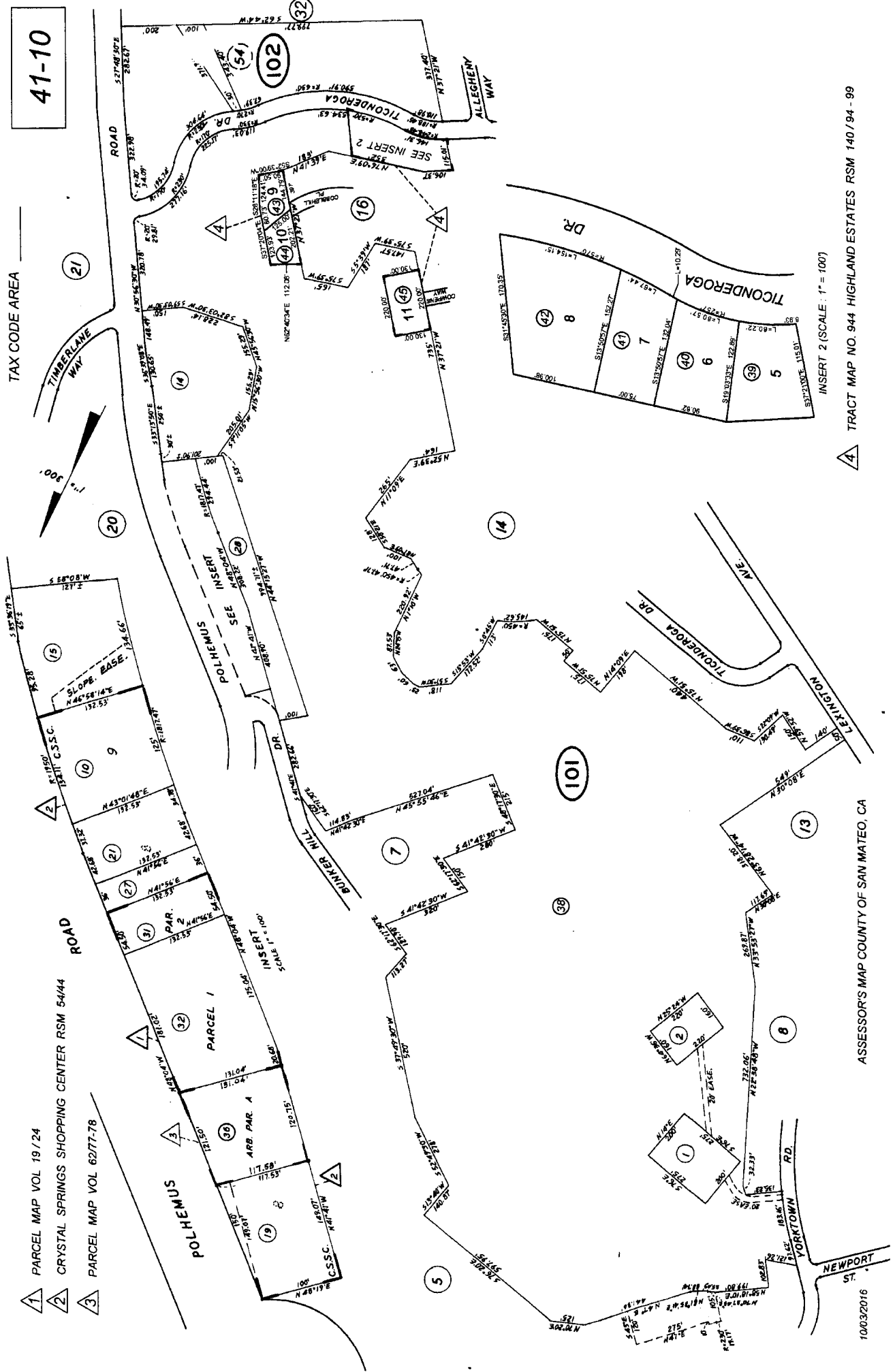
You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

## 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](mailto:CCPA@oldrepublictitle.com), or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

41-10

TAX CODE AREA



- 1 PARCEL MAP VOL 19/24
- 2 CRYSTAL SPRINGS SHOPPING CENTER RSM 54/44
- 3 PARCEL MAP VOL 62777-78

INSERT 2 (SCALE: 1" = 100')

TRACT MAP NO. 944 HIGHLAND ESTATES RSM 140/94 - 99

ASSESSOR'S MAP COUNTY OF SAN MATEO, CA

10032016

# **EXHIBIT D**



**LEGAL DESCRIPTION  
ENCROACHMENT EASEMENT**

All that real property situate in the Unincorporated Area of San Mateo County, California, described as follows:

Being a portion of Lot 11, as shown on that certain map entitled "TRACT MAP NO. 944 HIGHLAND ESTATES" filed for record on July 7, 2016, in Book 140 of Maps at Pages 94 through 99, Official Records of San Mateo County, being more particularly described as follows:

**BEGINNING** at the westerly corner of said Lot 11, said corner also being the most northeasterly common corner of Lot 23 and Lot 24, as said Lots 23 and 24 are shown on that certain map entitled "TRACT NO. 723 THE HIGHLANDS" filed for record on August 26, 1955, in Volume 43 of Maps at Pages 23-25, Official Records of San Mateo County;

Thence along the northwesterly line of said Lot 11, North 52°39'00" East, 18.00 feet;

Thence leaving said northwesterly line, South 37°21'00" East, 66.40 feet to the beginning of a non-tangent curve to the right, whose radius bears North 78°56'55" West;

Thence along said non-tangent curve to the right, having a radius of 28.00 feet, through a central angle of 40°22'56", for an arc length of 19.73 feet to a point on the common line of said Lot 24 and said Lot 11;

Thence along said common line, North 37°21'00" West, 73.45 Feet to the **POINT OF BEGINNING**.

Containing an area of 1,281 square feet more or less.

A plat showing the above described parcels is attached hereto and made a part hereof as Exhibit B.

**Preliminary**



\_\_\_\_\_  
David C. Jungsmann, PLS 9267

2/17/2023  
Dated

**END OF DESCRIPTION**



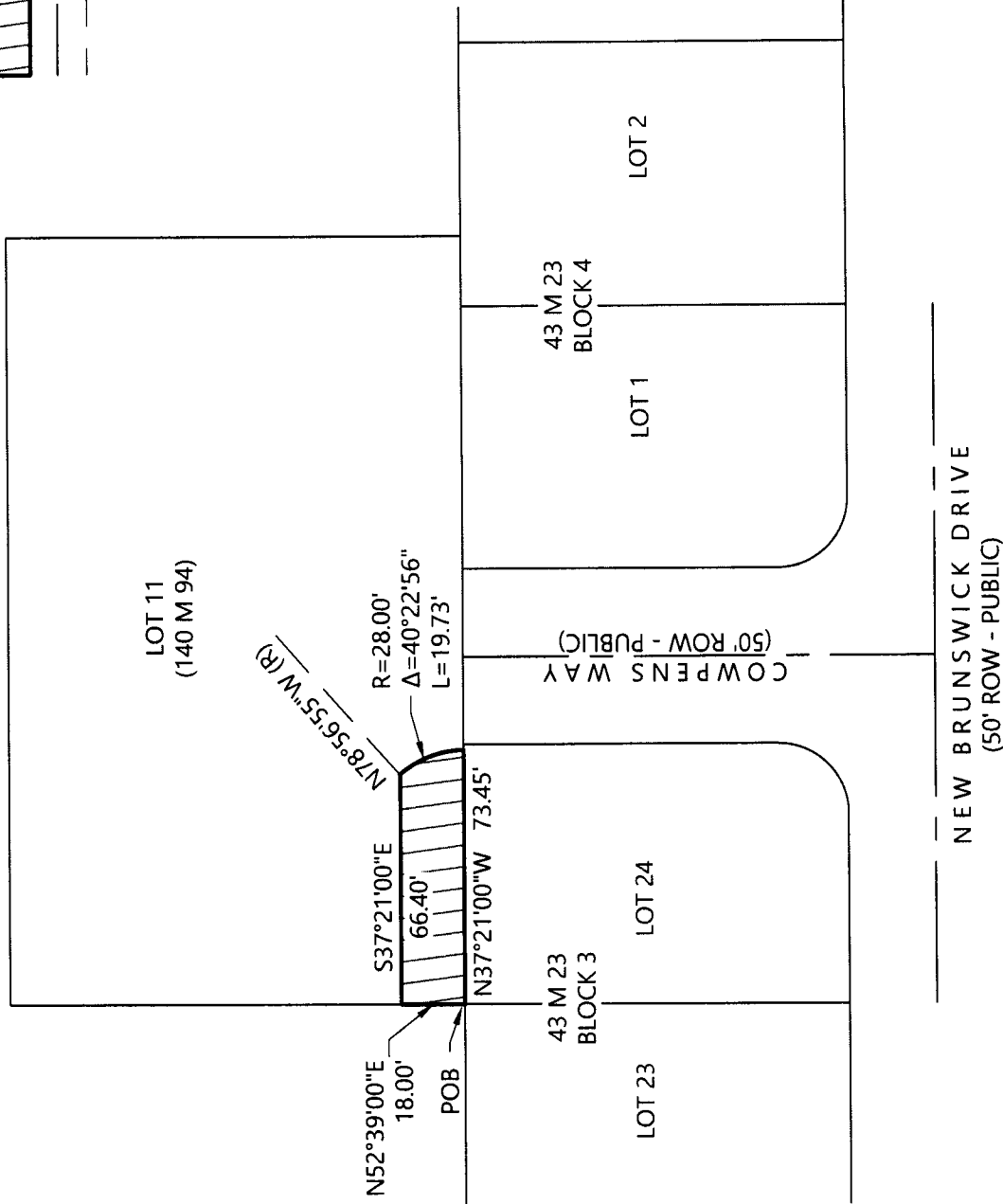
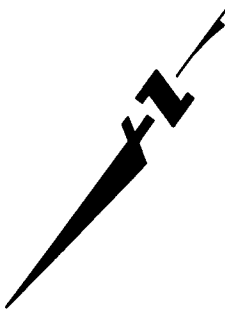
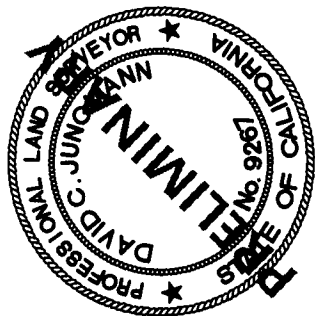
LANDS OF HIGHLAND  
ESTATES DEVELOPMENT  
UNSURVEYED REMAINDER

LOT LINES  
SUBJECT EASEMENT  
AREA = 1,281 ± SQ.FT.  
CENTER LINE  
RADIAL BEARING LINE  
POINT OF BEGINNING  
DENOTES RADIAL BEARING  
RIGHT-OF-WAY  
SQUARE FEET  
MAPS

**LEGEND**



POB  
(R)  
ROW  
SQ. FT.  
M



BKF  
255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com

SUBJECT EXHIBIT B: PLAT TO ACCOMPANY  
LEGAL DESCRIPTION

JOB NO. 19950168  
BY CSW APPR. DCJ DATE 2/17/2023  
2 OF 2