

**Attachment 1**

RETURN TO:  
Real Estate Division  
Marin County Dept. of Public Works  
P.O. Box 4186, Civic Center Branch  
San Rafael, CA 94913-4186  
Attention: Christy McRoy

Project: Point Reyes Petaluma Road at  
Nicasio Left Turn Pocket Project  
Project ID: HSIPSL-5927 (126)  
Address: 10001 Point Reyes Petaluma Road  
APN: 121-230-04

**RIGHT-OF-WAY CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County", and MARIN MUNICIPAL WATER DISTRICT, a public corporation, hereinafter referred to as "DISTRICT".

**W I T N E S S E T H:**

**RECITALS**

- A. DISTRICT is the Owner of that certain real property situated in the unincorporated Nicasio, County of Marin, State of California and commonly known as 10001 Point Reyes Petaluma Road and also referred to as Assessor Parcel Number 121-230-04.
- B. COUNTY desires to acquire three (3) permanent easements over a portion of DISTRICT'S property for the Point Reyes Petaluma at Nicasio Road Left Turn Pocket Project. The proposed acquisition is more particularly described on Exhibits "A & B" attached hereto and made a part hereof and DISTRICT has examined the draft plans attached hereto as Exhibit "C" showing the location and the proposed manner of construction of the COUNTY improvement for which the property interests referred to herein are conveyed for construction of public roadway and utility purposes.
- C. DISTRICT is willing to grant said permanent easements and COUNTY agrees to purchase said permanent easements upon the terms and conditions herein below.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. DISTRICT shall convey the permanent easements described in Exhibits "A & B" by depositing in an escrow designated by COUNTY an Easement Deed suitable for recordation upon the following terms and conditions:
  - a) COUNTY shall deposit in escrow the sum of TWO THOUSAND THREE HUNDRED SIXTY DOLLARS (\$2,360.00) payable contemporaneously with delivery of said deed as consideration for the permanent easements.
  - b) DISTRICT shall convey the permanent easements and at all times keep the permanent easement areas described in Exhibits "A & B" free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases and licenses (recorded or unrecorded), easements, rights-of-way, bonds and any and all restrictions of record other than items numbered 1 through 15 in Preliminary Report No. 00506394-DJ dated as of December 28, 2022, attached hereto as Exhibit "D" and made a part hereof.
  - c) COUNTY shall pay any escrow and recording fees incurred in this transaction. COUNTY shall pay the cost of title insurance, if COUNTY determines title insurance is desired. Evidence of title shall be a standard owner's policy of title insurance issued by the title company.
2. The parties agree that the permanent easements will be for purposes of constructing and maintaining public roadway and utility improvements.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions of this Contract, the right of possession and use of the property by the COUNTY, including the right to remove and dispose of landscaping and improvements within the easement portion shall commence on the date that COUNTY'S Board of Supervisors approves this Contract and deposit of funds in escrow controlling this transaction, or upon close of escrow, whichever occurs first, and that the amount shown in Section 1 a) herein includes full payment for such possession and use.
4. COUNTY agrees to indemnify and hold harmless DISTRICT from any liability arising out of COUNTY'S operations under this Contract, except to the

extent arising out of the negligent acts or omissions, willful misconduct or illegal acts of DISTRICT, its successors or agents. COUNTY further agrees to assume responsibility for any damages proximately caused by reason of COUNTY'S operations under this Contract and COUNTY will, at its option, either repair or pay for such damage.

5. DISTRICT and COUNTY understand and agree that the COUNTY may at its sole discretion remove any or all landscaping and improvements within the permanent easement areas as determined by COUNTY during construction.

6. The parties agree that DISTRICT shall not place any permanent improvements within the easement areas. Damages that may occur to COUNTY'S improvements as a result of DISTRICT'S actions will be the liability of DISTRICT.

7. If this property is secured by a mortgage or deed of trust, DISTRICT is responsible for payment of any demand under authority of said mortgage or deed of trust out of DISTRICT'S proceeds. Such amounts may include, but not be limited to, payments against principal, processing costs or fees, if any.

8. Any notice or demand which either the DISTRICT or COUNTY desire to serve upon the other may be served either personally or by depositing the notice or demand in the United States Post Office, postage prepaid, addressed as follows:

DISTRICT: Marin Municipal Water District  
220 Nellen Avenue  
Corte Madera, CA 94925  
Attn: Joseph Eischens

COUNTY: Marin County Public Works Dept.  
Real Estate Division  
P.O. Box 4186  
San Rafael, CA 94913-4186  
Attn: Christy McRoy

9. Real Estate commissions will not be paid by COUNTY under this Contract.

10. This Contract shall be binding upon and inure to the benefit of each of the parties hereto and to their respective successors and assigns.

11. The parties have set forth the whole of their agreement herein. The performance of this Contract constitutes the entire agreement for the conveyance to COUNTY of said interests in real property and shall relieve COUNTY of all further obligations or claims on this account or on account of the location, grade or construction of the proposed public improvement. DISTRICT, or DISTRICT'S representative, have examined the draft plans showing the location and the proposed manner of construction of the COUNTY improvement for which the property interests referred to herein are conveyed, attached hereto as "Exhibit C", and made a part of. Said draft plans have been reviewed by DISTRICT or DISTRICT'S representative with a representative of COUNTY and DISTRICT acknowledges that a full and complete explanation of the draft plans have been provided.

12. a) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

b) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Signature Page to Follow

COUNTY OF MARIN

\_\_\_\_\_  
Dennis Rodoni, President  
Board of Supervisors

Approved as to form.

ATTEST:

\_\_\_\_\_  
Chief Deputy County Counsel

\_\_\_\_\_  
Deputy Clerk

DISTRICT:

By: \_\_\_\_\_  
Ben Horenstein

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**Recording Requested by:**  
**County of Marin**

**WHEN RECORDED MAIL TO:**  
County of Marin  
Department of Public Works  
Attn: Christy McRoy, Real Estate Division  
PO Box 4186  
San Rafael, CA 94913

Federal ID: HSIPSL-5927 (126)

Recording fees exempt per Govt. Code § 6103  
Transfer Taxes exempt per R.T.C. § 11922

APN: 121-230-04 (ptn.)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **EASEMENT DEED**

**MARIN MUNICIPAL WATER DISTRICT**, a public corporation,

hereby Grants to the

**COUNTY OF MARIN**, a political subdivision of the State of California,

A Permanent Non-Exclusive Public Roadway and Utility Easement for, but not limited to locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the County of Marin may see fit, a public right of way for public roadway and utility purposes, including all necessary protective barriers and fixtures for use in connection therewith or appurtenant thereto, in, under, over, along, upon and across said easement described as follows:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

By: \_\_\_\_\_  
Ben Horenstein  
General Manager

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

**COUNTY OF MARIN**  
**CERTIFICATE OF ACCEPTANCE ATTACHED HERETO.**

EXHIBIT A  
LEGAL DESCRIPTION

COUNTY OF MARIN  
RIGHT-OF-WAY EASEMENT

EASEMENT A

A portion of the parcel of land described as Parcel 1 in the Interlocutory Judgment of Condemnation in favor of Marin Municipal Water District, recorded August 31, 1960, in Book 1394 at Page 324 of Official Records, in the office of the County Recorder, County of Marin, State of California, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 61.10 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 16°09'00" West, 73.52 feet; thence, leaving said southeasterly ROW line, North 43°08'45" East, 28.10 feet; thence North 21°53'07" East, 43.79 feet; thence North 57°50'57" West, 17.82 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 853 square feet, more or less.

EASEMENT B

A portion of the parcel of land described as Parcel 1 in the Interlocutory Judgment of Condemnation in favor of Marin Municipal Water District, recorded August 31, 1960, in Book 1394 at Page 324 of Official Records, in the office of the County Recorder, County of Marin, State of California, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 170.75 feet; thence South 31°32'00" West, 32.49 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 31°32'00" West, 110.03 feet;

thence, leaving said southeasterly ROW line, North 34°52'32" East, 49.34 feet; thence North 30°39'55" East, 25.61 feet; thence North 27°29'10" East, 35.26 feet to the TRUE POINT OF BEGINNING.

Containing an area of 183 square feet, more or less.

EASEMENT C

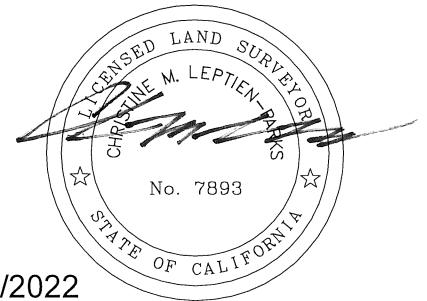
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**COMMENCING** at the most northerly corner of said Marin Municipal Water District Parcel 1 (1394 OR 324); thence, along the easterly line of said Parcel 1 (1394 OR 324), South 18°33'44" East, 52.68 feet to a point on the southeasterly right-of-way (ROW) line of Pt. Reyes – Petaluma Road; thence, leaving said easterly line of said Parcel 1 (1394 OR 324), along said southeasterly ROW line of Pt. Reyes – Petaluma Road, South 16°09'00" West, 170.75 feet; thence South 31°32'00" West, 258.15 feet; thence South 59°37'00" West, 124.60 feet to the **TRUE POINT OF BEGINNING**; thence, continuing along said southeasterly ROW line, South 59°37'00" West, 60.20 feet to a point on the easterly ROW line as shown on Marin Municipal Water District ROW Map Drawing No. 2989, A4-2-33, dated March 1961; thence, leaving along said easterly ROW line, South 32°55'29" East, 3.81 feet; thence, leaving said easterly ROW line, North 58°02'23" East, 24.02 feet; thence North 54°37'53" East, 36.16 feet to the TRUE POINT OF BEGINNING.

Containing an area of 140 square feet, more or less.

These easements are as shown on Exhibit B attached hereto and by this reference made a part hereof.

Prepared by me or under my direction in conformance with the Professional Land Surveyors Act:



10/01/2022  
Date



NOTE: OTHER EASEMENTS  
MAY EXIST AND ARE NOT  
SHOWN ON THIS PLAT.

# EXHIBIT B PLAT MAP TO ACCOMPANY LEGAL DESCRIPTION COUNTY OF MARIN RIGHT-OF-WAY EASEMENT

PORTION OF  
APN 121-230-04  
UNINCORPORATED NICASIO  
MARIN COUNTY, CA

## LEGEND

- Property Line
- Road Right-of-Way Line
- New Easement Line

P.O.C. Point of Commencement

- (A) Easement A True Point of Beginning
- (B) Easement B True Point of Beginning
- (C) Easement C True Point of Beginning

LINE TABLE		
LINE	BEARING	LENGTH
L1	S18°33'44"E	52.68'
L2	N43°08'45"E	28.10'
L3	N21°53'07"E	43.79'
L4	N57°50'57"W	17.82'
L5	N34°52'32"E	49.34'
L6	N30°39'55"E	25.61'
L7	N27°29'10"E	35.26'
L8	S32°55'29"E	3.81'
L9	N58°02'23"E	24.02'
L10	N54°37'53"E	36.16'



SCALE IN FEET

APN 121-040-05  
HICKS MOUNTAIN RANCH, LLC  
(DOC. 2019-0047488)

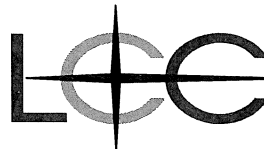
PT. REYES - PETALUMA RD

APN 121-230-04  
M.M.W.D.  
(OR BK 1394 PG 324)

M.M.W.D.  
R.O.W. MAP DWG NO.  
2989, A4-2-33



10/01/2022  
DATE



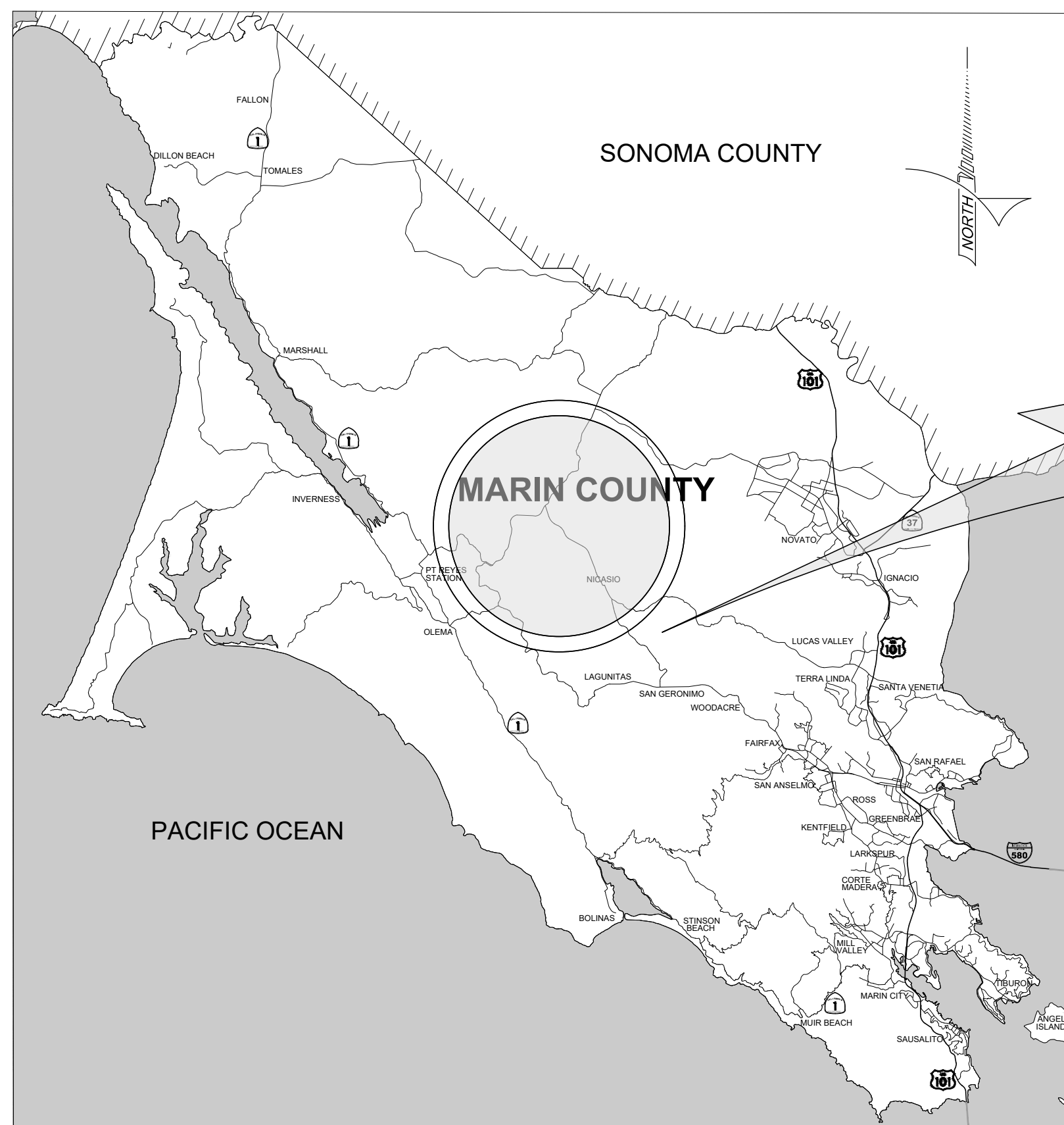
ENGINEERING & SURVEYING, INC.  
930 Estudillo Street  
Martinez, California 94553-1620  
(925) 228-4218 Fax (925) 228-4638  
www.lcc-inc.com

JUNE 2022

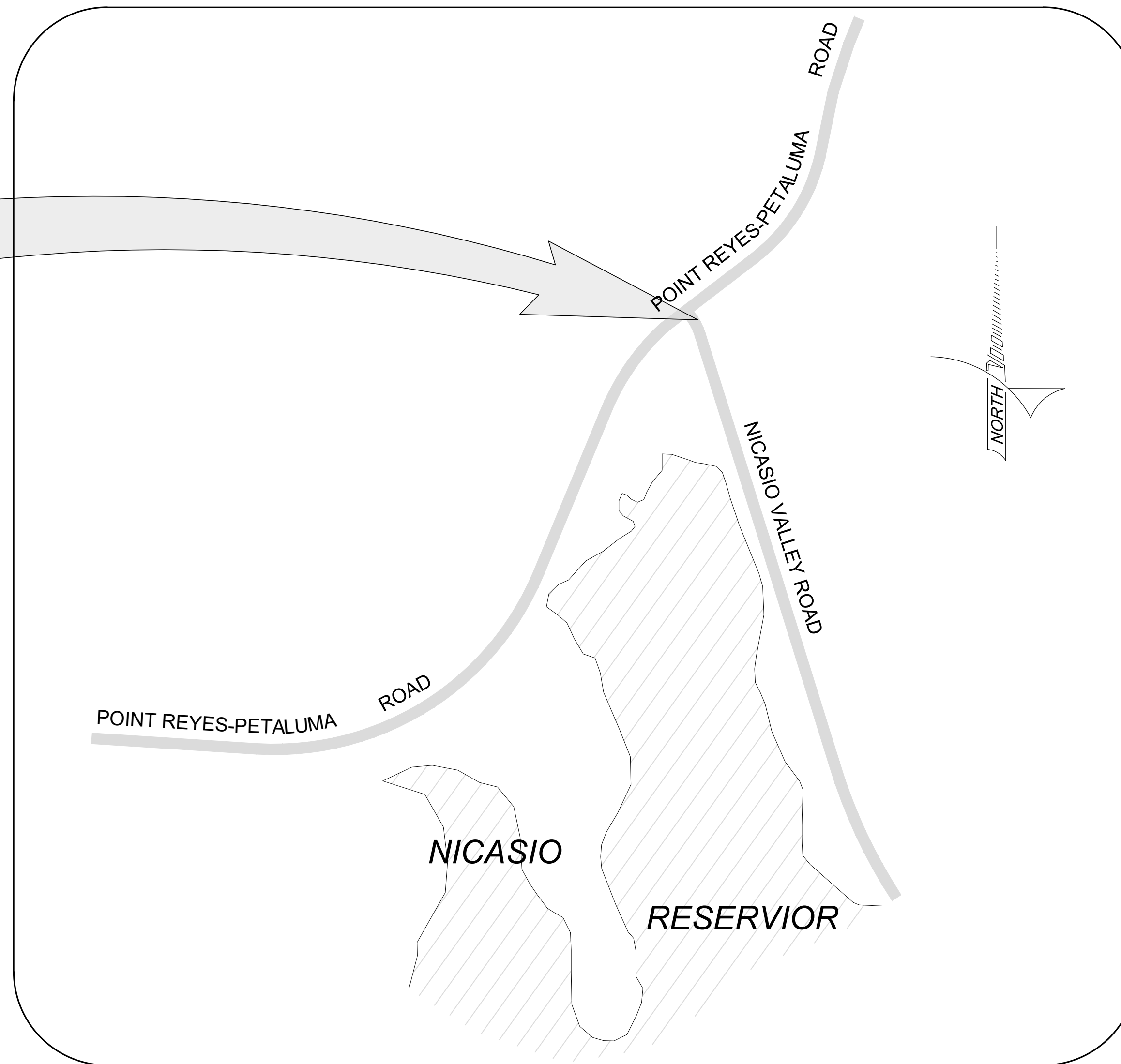
LCC JOB No. 2020.034.00

# COUNTY OF MARIN DEPARTMENT OF PUBLIC WORKS PLANS FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 POINT REYES-PETALUMA AT NICASIO VALLEY RD TURN POCKET

**COUNTY PROJECT NO: 2020-20  
FEDERAL PROJECT NO: HSIP-5927(XXX)**



**LOCATION MAP**  
NOT TO SCALE



**PROJECT LOCATION**  
NOT TO SCALE

<b>SHEET INDEX</b>	
SHEET NO.	SHEET TITLE
1	TITLESHEET
2	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS
3	PLAN SHEET - STA 10+00 TO 19+50
4	PLAN SHEET - STA 19+50 TO 25+17
5	PLAN SHEET - DETAILS & CROSS SECTIONS



**Know what's below.  
Call 811 before you dig.**



APPROVED BY:

DIRECTOR OF PUBLIC WORKS

DATE

REVISIONS	NO.	DESCRIPTION	BY	APPROVED	DATE

APPROVAL RECOMMENDED:  
 PRINCIPAL ENGINEER, LICENSE NO. 74433  
 DATE: \_\_\_\_\_  
 APPROVAL RECOMMENDED:  
 ASSIST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 02844  
 DATE: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**  
 3501 CIVIC CENTER DRIVE  
 SAN RAFAEL, CA 94903

DESIGNED: EG  
 DRAWN: EG  
 CHECKED: RC  
 DATE: 9/11/2020

**HIGHWAY SAFETY IMPROVEMENT PROGRAM**

**POINT REYES-PETALUMA AT  
NICASIO VALLEY RD TURN POCKET**

TITLESHEET

SHEET NO. **1** OF **5**  
 COUNTY PLAN NO. **2020-20**  
 FEDERAL PROJECT NO. **HSIP-5927(XX)**

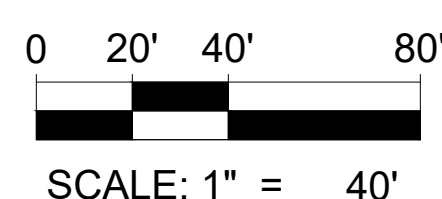
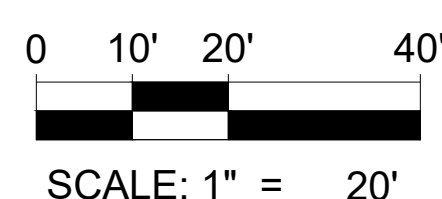
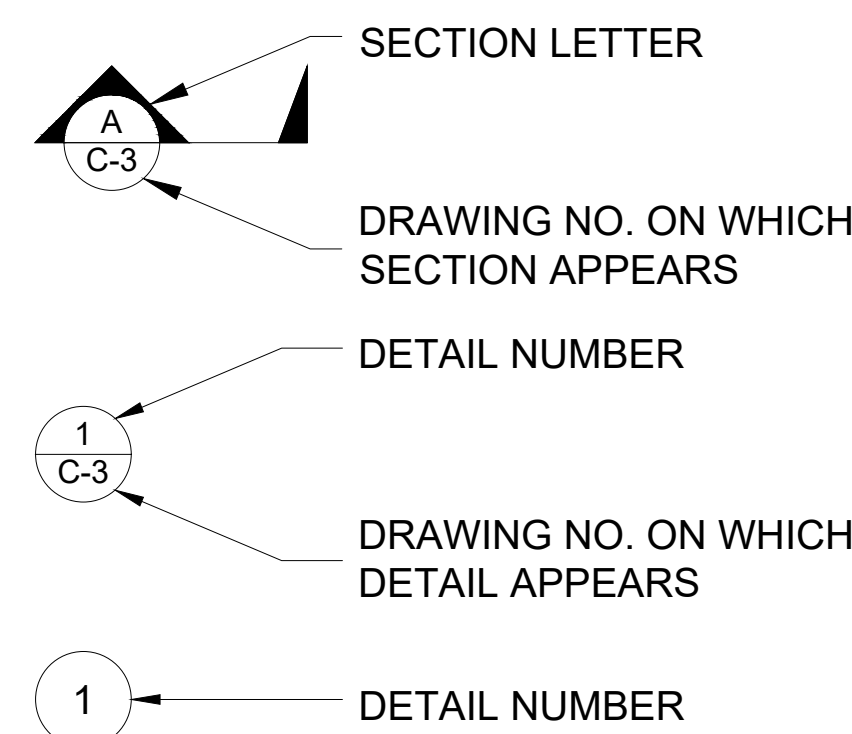
**PROJECT STANDARD SPECIFICATIONS**  
CALTRANS STANDARD SPECIFICATIONS, OCTOBER 2018

**PROJECT STANDARD PLANS**  
CALTRANS STANDARD PLANS, OCTOBER 2018

**ROAD WORK:**

A10C, A10D	SYMBOLS
A20A, A20B & A20D	PAVEMENT MARKERS & TRAFFIC LINES
A24D	PAVEMENT MARKINGS
A73B	MARKERS
A73C	DELINEATORS, CHANNELIZERS, AND BARRICADES
A77L2	MGS RAILING SECTION
A77M1	MGS STANDARD HARDWARE
A77N2	MGS STEEL POST AND NOTCHED RECYCLED PLASTIC BLOCK
A77N3	MGS TYPICAL LINE POST HINGE POINT OFFSET DETAILS
A77P5	MGS TYPICAL LAYOUTS FOR EMBANKMENT

**UNIFORM CONSTRUCTION STANDARDS (UCS)  
OF THE CITIES OF MARIN AND COUNTY OF MARIN**  
JULY 2018



**SOLDIER PILE NOTES**

- STEEL BEAMS SHALL BE ASTM A572 GRADE 50 OR APPROVED EQUAL.
- READY - MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,800 PSI AT 28 DAYS.
- ALL EXPOSED STEEL SHALL BE PAINTED WITH TWO COATS OF BLACK COAL TAR EPOXY, CARBOLINE BITUMASTIC NO. 300-M, OR APPROVED EQUAL. EPOXY COATING FOR STEEL BEAMS SHALL EXTEND ONE FOOT MINIMUM INTO CONCRETE.

**GENERAL NOTES**

- ALL WORK SHOWN ON THESE PLANS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE UNIFORM CONSTRUCTION STANDARDS OF THE CITIES OF MARIN AND THE COUNTY OF MARIN DATED JULY, 2018, THE 2018 STATE STANDARD PLANS, AND THE 2018 STATE STANDARD SPECIFICATIONS (INsofar AS THE SAME MAY APPLY) AS MODIFIED BY THE SPECIAL PROVISIONS FOR THIS PROJECT.
- THE CONTRACTOR MUST INDIVIDUALLY CONTACT OPERATORS OF GRAVITY SEWER SYSTEMS AND CERTAIN OTHER UTILITIES WHO ARE NOT MEMBERS OF UNDERGROUND SERVICE ALERT.
- THE LOCATION FOR UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION AND DEPTH. THIS VERIFICATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY. CALL U.S.A. NORTH (UNDERGROUND SERVICE ALERT) FOR UTILITY LOCATION QUESTIONS AT LEAST 24 HOURS BEFORE DIGGING. PHONE 811.
- WHERE PARKING IS PERMITTED, THE CONTRACTOR SHALL POST "NO PARKING" SIGNS ON EACH PAVEMENT REHABILITATION STREET AND/OR WORK AREA. THE POSTING SHALL BE VERIFIED BY THE ENGINEER OR THE SHERIFF'S DEPARTMENT 72 HOURS PRIOR TO COMMENCING EACH PHASE OF WORK, INCLUDING BUT NOT LIMITED TO, KEYCUTTING, GRINDING, FABRIC PLACEMENT, ASPHALT CONCRETE PAVING, AND DEMOLITION WORK. SPECIFICATIONS FOR THESE SIGNS ARE PROVIDED IN THE SPECIAL PROVISIONS.
- HOWEVER, IF THE INTENDED WORK DOES NOT COMMENCE WITHIN 24 HOURS OF THE SCHEDULED WORK, ALL "NO PARKING" SIGNS SHALL BE REMOVED FROM THE SITE OR AS DIRECTED BY THE ENGINEER.
- CONTRACTOR TO PROVIDE A 48 HOUR NOTICE TO PROPERTY OWNERS AND RESIDENTS PRIOR TO COMMENCING CONSTRUCTION WORK. NOTIFICATION TO BE BY LETTER AND SHALL BE APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL NOTIFY MARIN MUNICIPAL WATER DISTRICT (MMWD) AND NORTH MARIN WATER DISTRICT (NMWD) 48 HOURS PRIOR TO PLACING THE PAVEMENT REINFORCING FABRIC AND PAVEMENT. ALL WATER RISERS ARE TO BE SUPPLIED BY EACH RESPECTIVE WATER DISTRICT.
- ALL EXISTING STREET SURFACE FEATURES (MANHOLES, CLEAN-OUTS, MONUMENTS, STRIPING, PAVEMENT MARKINGS, ETC.) SHALL BE REFERENCED BY THE CONTRACTOR PRIOR TO START OF ANY WORK.
- TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

**GUARDRAIL NOTES**

- TERMINAL SYSTEM MUST BE CONSTRUCTED PER MANUFACTURER'S RECOMMENDATION AND INSTALLED PER THE 2018 CALTRANS STANDARD PLANS, SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER.
- ALL GUARDRAIL LENGTH AND LOCATION ARE MEASURED ALONG THE FACE OF THE RAILING UNLESS OTHERWISE SHOWN ON THE PLANS AND DETAILS OR AS DIRECTED BY THE ENGINEER.
- FOR INSTALLATION OF THE TERMINAL SYSTEMS, BLACK AND YELLOW RETRO REFLECTIVE STRIPED SHEETING SHALL BE ADHERED TO THE APPROACH END (S) OF THE GUARDRAIL. THE STRIPES SLOPED DOWN AT AN ANGLE OF 45 DEGREES TOWARDS THE SIDE OF THE ROADWAY ON WHICH TRAFFIC IS TO PASS THE OBSTRUCTION BEING PROTECTED PER CALTRANS STANDARD DETAIL A77N4. THE SHEETING SHALL BE CONSISTENT WITH THE DESIGN PATTERN, COLORS, AND DIRECTION OF A TYPE "P(CA)" OBJECT MARKER PER CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2014 EDITION, SECTION 2C.63 AND SECTION 2C.65.
- INSTALL "MONARCH" REFLECTOR ASSEMBLIES ALONG PROPOSED GUARDRAIL AT 25 FOOT INTERVALS.
- GUARDRAIL LINEAR FOOTAGE INCLUDES THE END TERMINAL SYSTEM.

**LEGEND**

**ABBREVIATIONS**

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BC	BEGINNING CURVE
BW	BACK OF WALK
CATV	CABLE TELEVISION
C&G	CURB & GUTTER
CI	CAST IRON
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
DI	DRAIN INLET
EC	END CURVE
EP	EDGE OF PAVEMENT
EQ	EQUIVALENT
(E)	EXISTING
FL	FLOW LINE
GB	GRADE BREAK
HDPE	HIGH-DENSITY POLYETHYLENE
HFST	HIGH FRICTION SURFACE TREATMENT
HMA	HOT MIX ASPHALT
LT	LEFT
MIN	MINIMUM
MMWD	MARIN MUNICIPAL WATER DISTRICT
MGS	MIDWEST GUARDRAIL SYSTEM
(N)	NEW
NTS	NOT TO SCALE
PG&E	PACIFIC GAS AND ELECTRIC
PRC	POINT OF REVERSE CURVATURE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R&R	REMOVE & REPLACE
R/W	RIGHT OF WAY
RT	RIGHT
S	SLOPE
SSP	STANDARD SPECIAL PROVISIONS
STA	STATION
STD	STANDARD
S/W	SIDEWALK
T	TRANSITION
TC	TOP OF CURB
(TYP)	TYPICAL
UCS	UNIFORM CONSTRUCTION STANDARD

**LEGEND**

**SYMBOLS / LINETYPES**

#500	HOUSE NUMBER
	EXISTING ROAD SIGN
	NEW ROAD SIGN
	MANHOLE
	AS-CLASS II
	HOT MIX ASPHALT RESURFACING
	HOT MIX ASPHALT WIDENING
	NATIVE SOIL
	CLASS II AGGREGATE BASE
	COLD PLANE (CONFORM)
	COLD PLANE (FULL WIDTH)
	HOT MIX ASPHALT TYPE 'A' DIKE
	CULVERT
	MONUMENT
	WATER VALVE
	GAS VALVE
	UTILITY POLE
	FIRE HYDRANT
	WALL
— E —	UNDERGROUND ELECTRIC LINE
— G —	UNDERGROUND GAS LINE
— W —	UNDERGROUND WATER LINE
— SS —	UNDERGROUND SANITARY SEWER LINE
— X —	FENCE
— OH —	OVERHEAD UTILITIES
— - - -	RIGHT OF WAY
— - - -	CENTER LINE
	MIDWEST GUARDRAIL SYSTEM

REVISIONS	DATE	NO.	DESCRIPTION	BY	APPROVED	DATE

APPROVAL RECORDS:  
 PRINCIPAL ENGINEER, LICENSE NO. 7430  
 APPROVAL RECORDS:  
 ASST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62884

DEPARTMENT OF PUBLIC WORKS  
 3501 CIVIC CENTER DRIVE  
 SAN RAFAEL, CA 94903

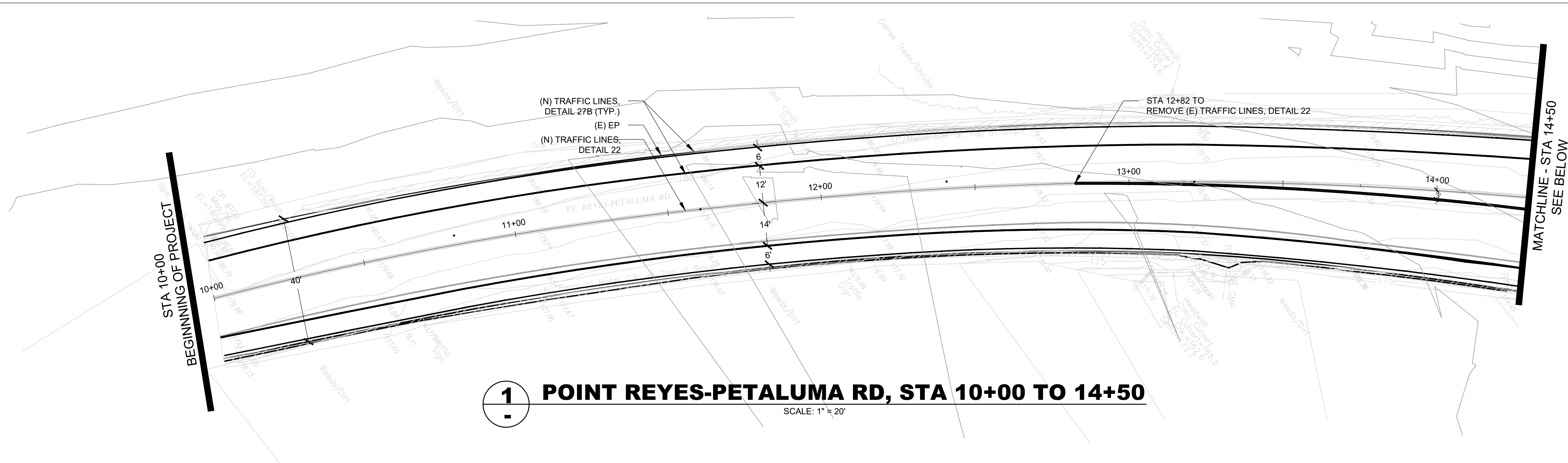
CHECKED: RC  
 DATE: 9/11/2020

DESIGNED: EG  
 DRAWN: EG

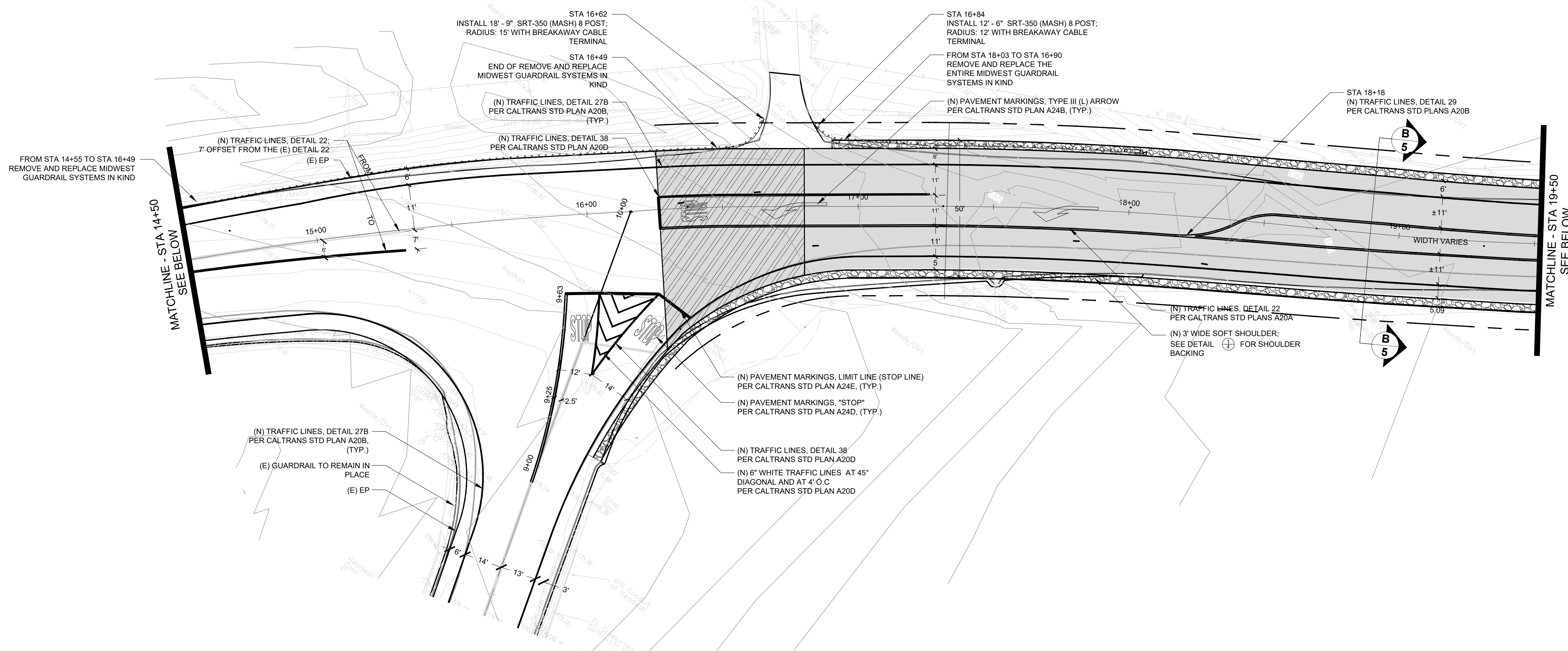
HIGHWAY SAFETY IMPROVEMENT PROGRAM  
**POINT REYES-PETALUMA RD AT  
 NICASIO VALLEY RD TURN POCKET**  
 GENERAL NOTES, ABBREVIATIONS & SYMBOLS

SHEET NO. **2** OF **5**  
 COUNTY PLAN NO. 2020-20  
 FEDERAL PROJECT NO. HSIP-5927(XX)



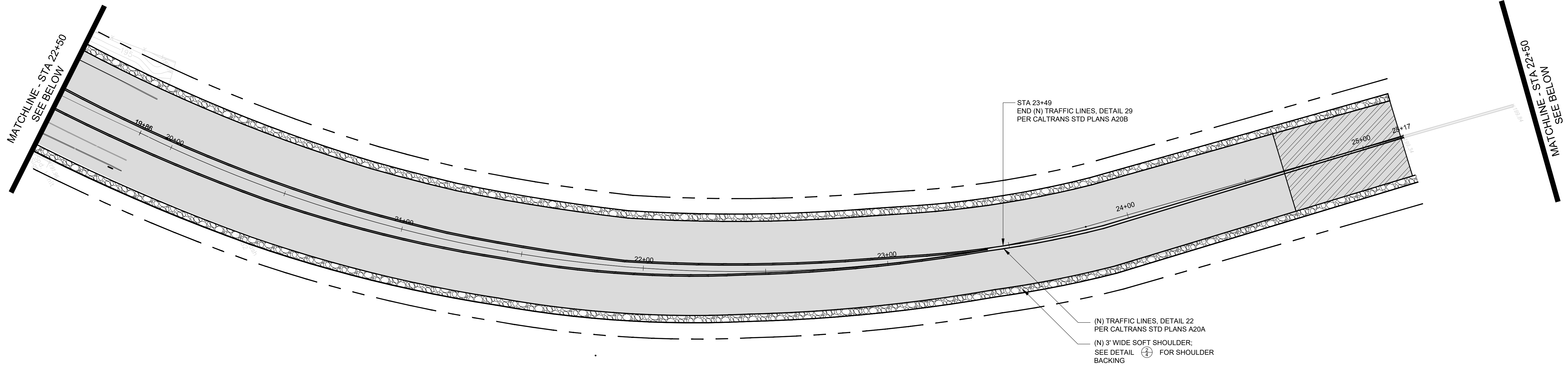


**1 POINT REYES-PETALUMA RD, STA 10+00 TO 14+50**  
SCALE: 1" = 20'

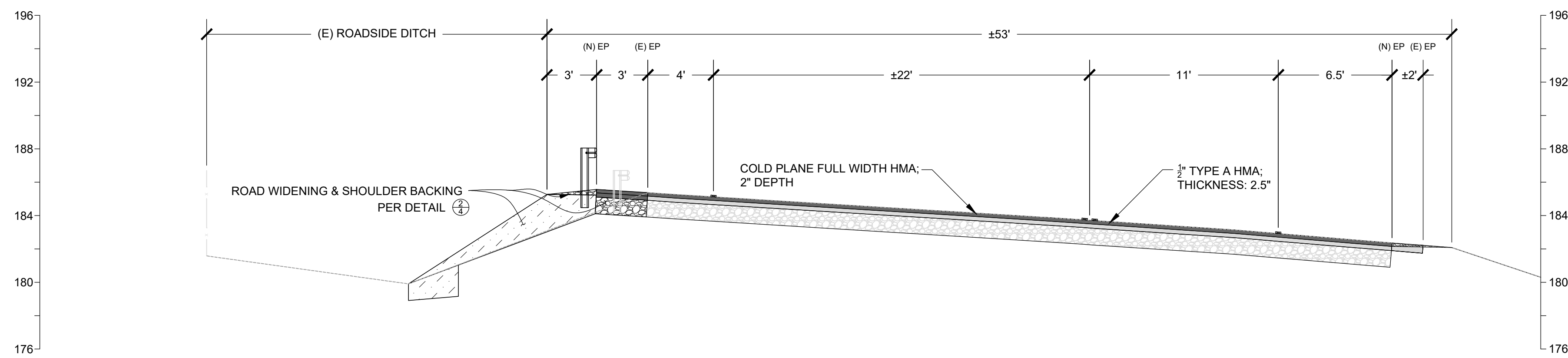


**2 POINT REYES-PETALUMA RD, STA 10+00 TO 14+50**  
SCALE: 1" = 20'

APPROVAL/RECORDED:		REVISIONS	
PRINCIPAL ENGINEER, LICENSE NO. 74430	DATE	NO.	DESCRIPTION
APPROVAL/RECORDED:	DATE	BY	APPROVED
ASSIST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62664	DATE		
DEPARTMENT OF PUBLIC WORKS			
3501 CIVIC CENTER DRIVE			
SAN RAFAEL, CA 94903			
CHECKED: RC	DATE: 9/11/2020	DESIGNED: EG	DRAWN: EG
HIGHWAY SAFETY IMPROVEMENT PROGRAM			
<b>POINT REYES-PETALUMA RD AT</b>			
<b>NICASIO VALLEY RD TURN POCKET</b>			
STA 10+00 TO STA 19+50			
SHEET NO.	3	OF	5
COUNTY PLAN NO.	2020-20		
FEDERAL PROJECT NO.			



**1** POINT REYES-PETALUMA RD, STA 10+00 TO 14+50  
SCALE: 1" = 20'



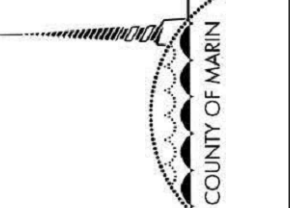
**A** CROSS SECTION A-A  
**5** SCALE: 1" = 5'

REVISIONS	NO.	DESCRIPTION	BY	APPROVED	DATE

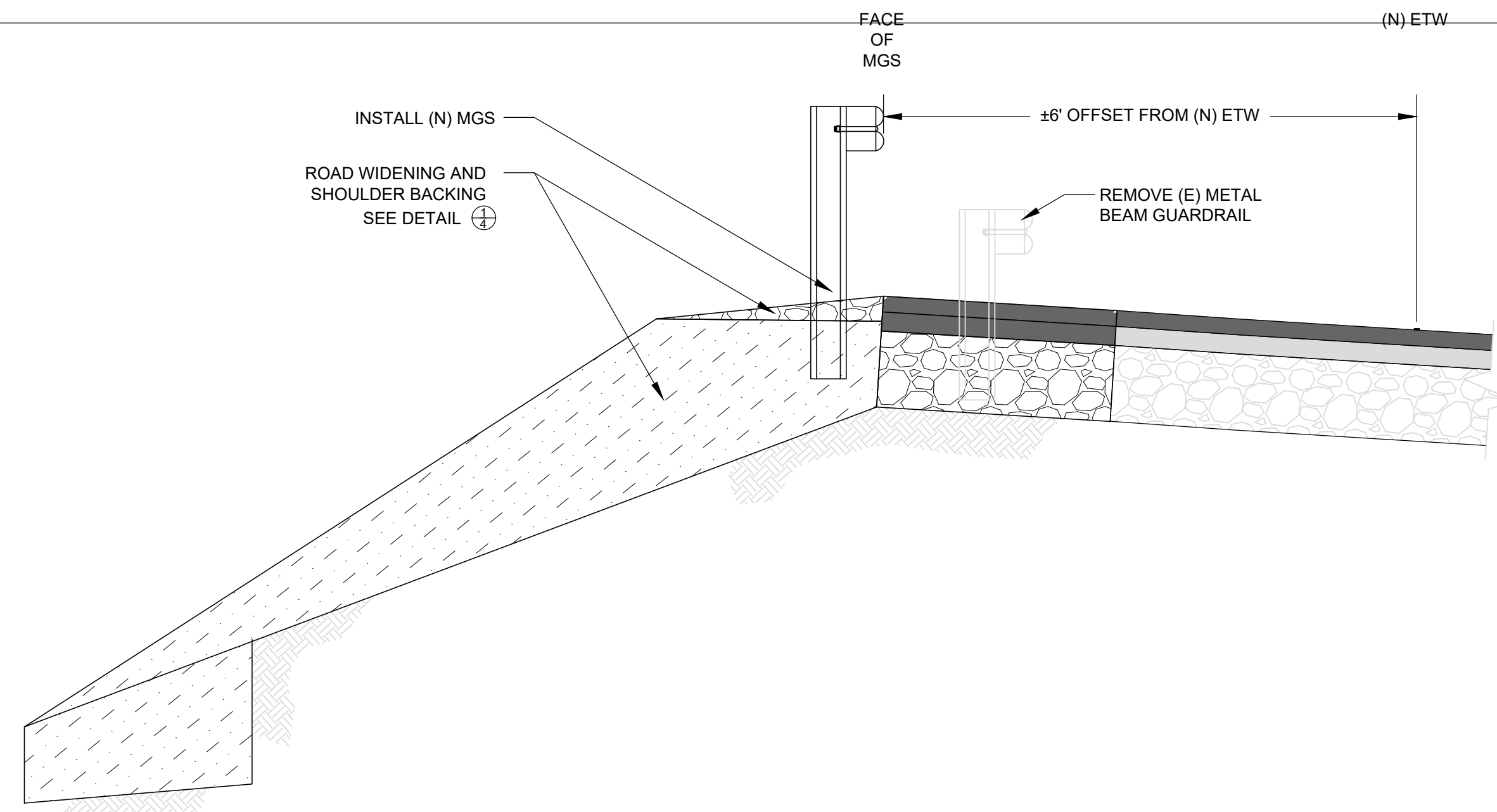
APPROVAL RECORDED:  
 PRINCIPAL ENGINEER, LICENSE NO. 74430 DATE: \_\_\_\_\_  
 APPROVAL RECORDED:  
 ASSET DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62684 DATE: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
 3501 CIVIC CENTER DRIVE  
 SAN RAFAEL, CA 94903

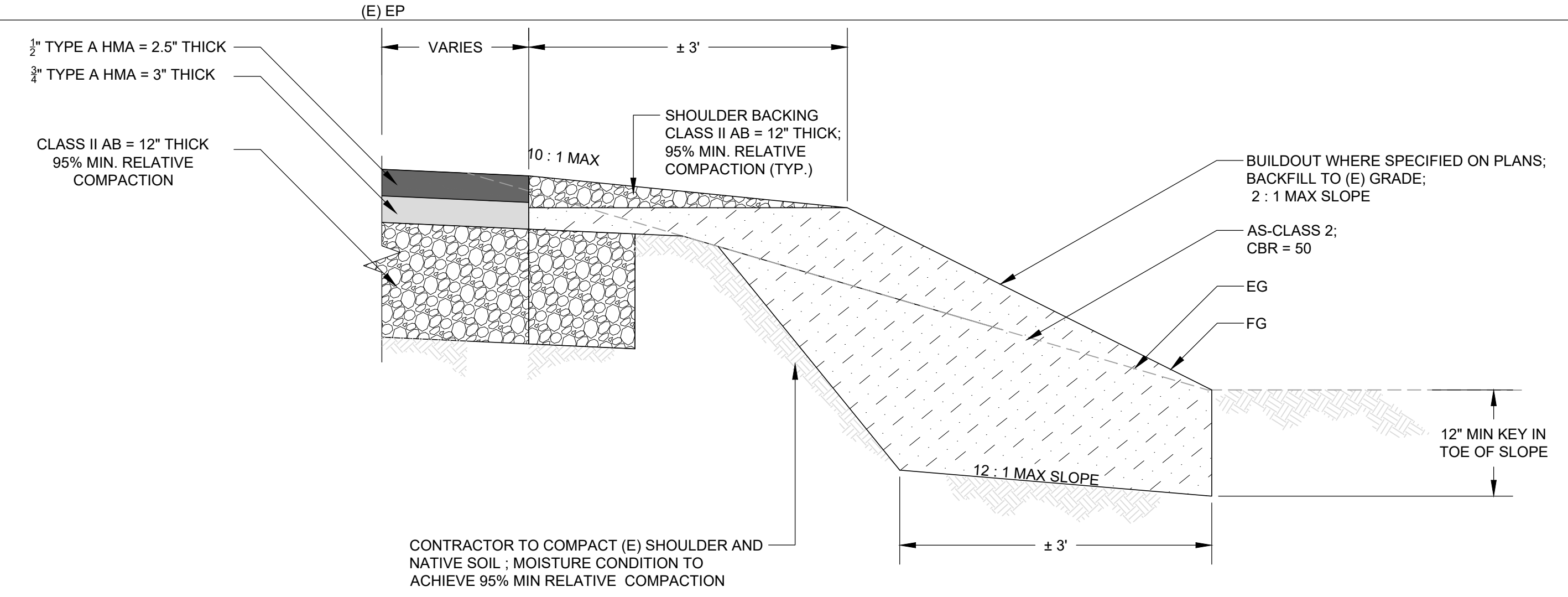
CHECKED: RC DATE: 9/11/2020  
 DESIGNED: EG  
 DRAWN: EG



HIGHWAY SAFETY IMPROVEMENT PROGRAM  
**POINT REYES-PETALUMA RD AT  
 NICASIO VALLEY RD TURN POCKET**  
 STA 19+50 TO STA 25+17



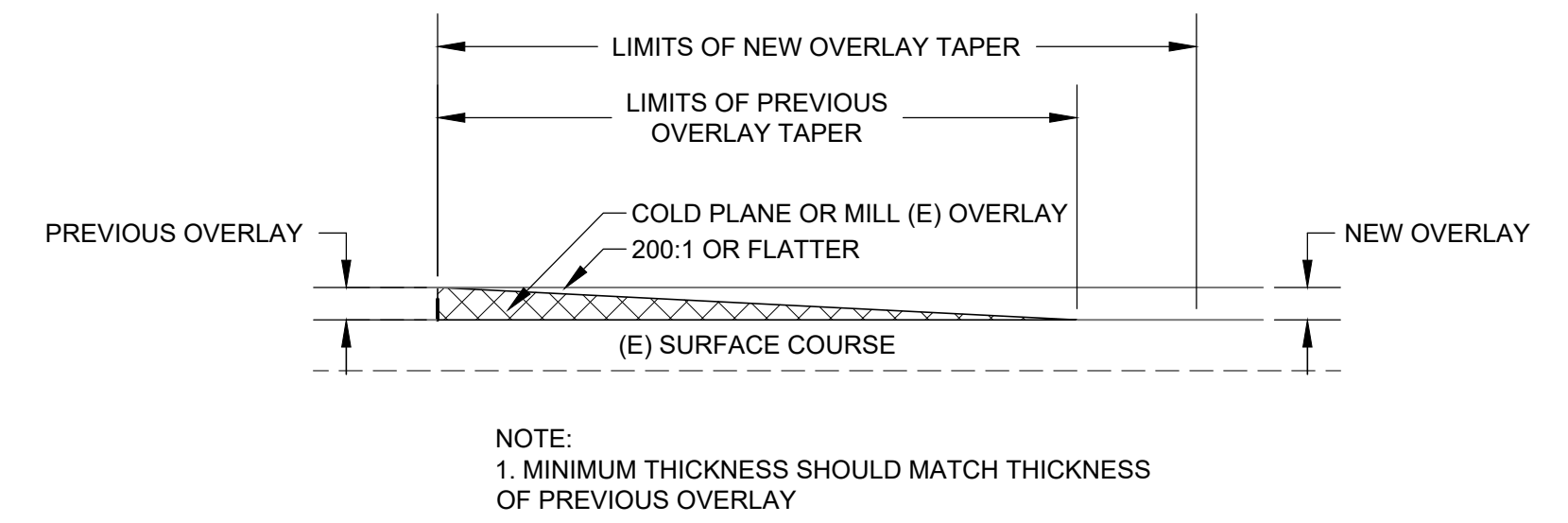
**1**  
**5** MGS INSTALLATION LOCATION  
SCALE: NTS



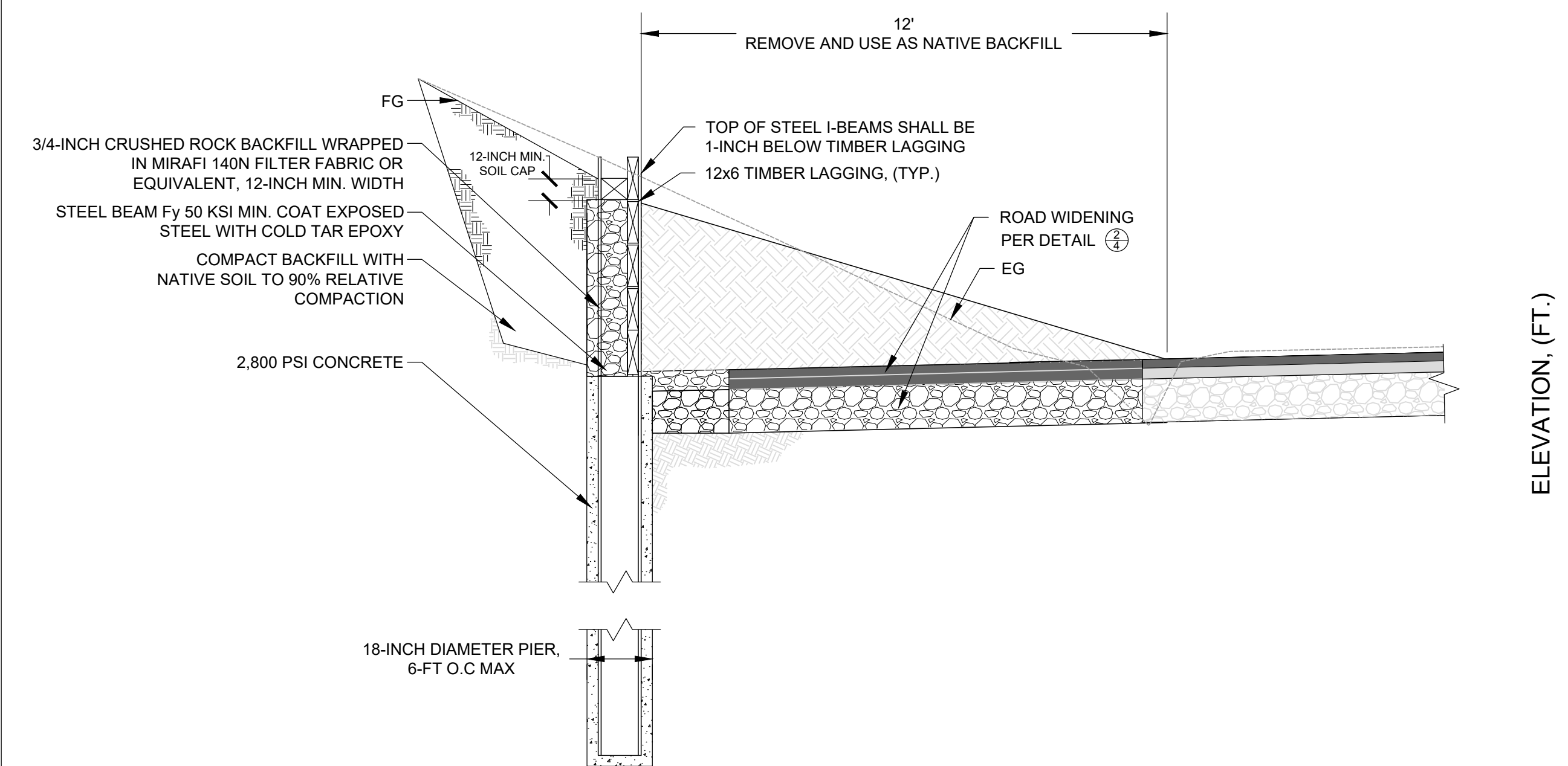
**SHOULDER BACKING NOTES:**

1. THE SURFACE OF THE FINISHED AGGREGATE BASE SHALL BE FIRM AND UNYIELDING. ANY VISIBLE MOVEMENT OF AGGREGATE BASE UNDER CONSTRUCTION EQUIPMENT OR VEHICLE LOAD MEANS THE AGGREGATE BASE DOES NOT MEET THE REQUIREMENT AND MUST BE RE-COMPACTED.
2. PRIOR TO PLACEMENT OF SHOULDER BACKING MATERIAL, BASEMENT MATERIAL SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 0.25'. IMMEDIATELY PRIOR TO PLACEMENT OF SHOULDER BACKING MATERIAL, SCARIFIED MATERIAL SHALL BE WATERED. SHOULDER BACKING MATERIAL SHALL BE PLACED, WATERED, AND ROLLED A MINIMUM OF TWO PASSES OR TO THE SATISFACTION OF THE ENGINEER WITH A STEEL TIRED ROLLER WEIGHING NOT LESS THAN 8 TONS TO FORM A SMOOTH, COMPACTED SURFACE. WATERING SHALL CONFORM TO THE PROVISIONS IN SECTION 17, "WATERING" OF THE STANDARD SPECIFICATION.

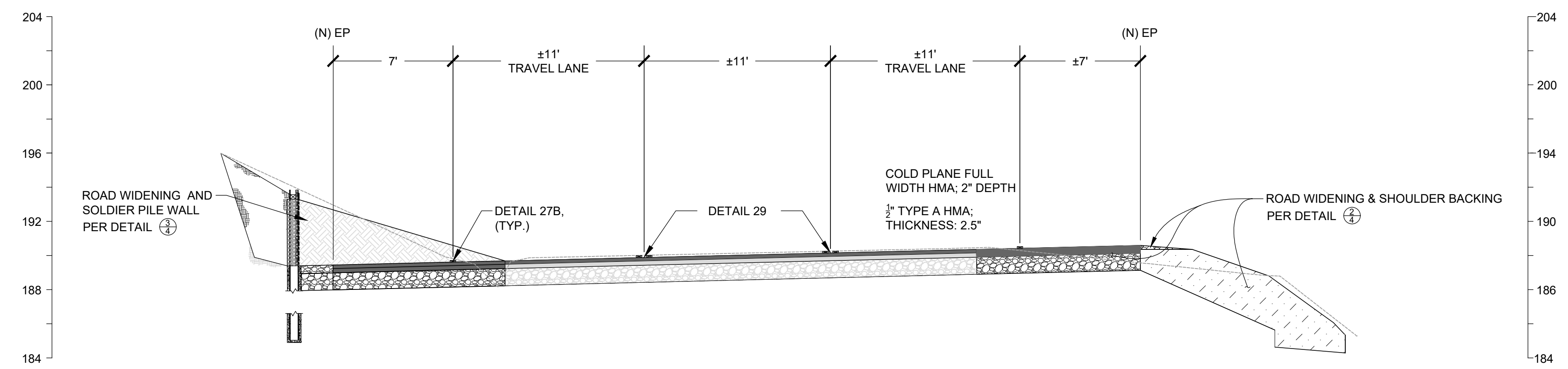
**2**  
**5** ROAD WIDENING & SHOULDER BACKING  
SCALE: NTS



**3**  
**5** CONFORM GRIND  
SCALE: NTS



**3**  
**5** SOLDIER PILE & TIMBER LAGGING DETAIL  
SCALE: NTS



**B**  
**5** CROSS SECTION A-A  
SCALE: 1" = 5'

REVISIONS		DATE	BY	APPROVED	DATE

APPROVAL RECORDED:	DATE
PRINCIPAL ENGINEER, LICENSE NO. 7430	
APPROVAL RECORDED:	DATE
ASST. DIRECTOR OF PUBLIC WORKS, LICENSE NO. 62684	

DEPARTMENT OF PUBLIC WORKS	CHECKED: RC	DATE: 9/11/2020
3501 CIVIC CENTER DRIVE	DESIGNED: EG	DRAWN: EG
SAN RAFAEL, CA 94903		

<b>HIGHWAY SAFETY IMPROVEMENT PROGRAM</b>	
<b>POINT REYES-PETALUMA RD AT</b>	
<b>NICASIO VALLEY RD TURN POCKET</b>	
DETAILS & CROSS SECTIONS	
SHEET NO.	5 OF 5
COUNTY PLAN NO.	2020-20
FEDERAL PROJECT NO.	



## Exhibit D

ORDER NO: 00506394-DJ

### ***CAL LAND TITLE COMPANY***

#### **FIRST LOOK CHECKLIST**

Will any of the following situation potentially affect your transaction:

- Will the principals be using a **POWER OF ATTORNEY**?
- Are any of the parties in title **INCAPACITATED OR DECEASED**?
- Has a **CHANGE IN MARITAL STATUS** occurred for any of the principals?
- Will the property be transferred to a **NEW TRUST, PARTNERSHIP OR CORPORATION**?
- Do the sellers of the property **RESIDE OUTSIDE OF CALIFORNIA OR THE UNITED STATES**?
- Have any of the principals **RECENTLY FILED BANKRUPTCY**?
- Are the principals involved in an **EXCHANGE WITH THIS PROPERTY**?
- Has there been a **WORK OF IMPROVEMENT, CONSTRUCTION, OR ANY REMODELING** of the subject property in the last 90 days?

If you answered YES to any of these questions, please contact your escrow officer right away, so we can assure a smooth closing.

Remember, all parties signing documents must have a valid photo I.D. or driver's license for a notarial acknowledgment.

Thank you for helping Cal Land Title Company serve you better.

**252 First Street, Benicia, CA 94510 (707) 361-5760**  
**300A Drakes Landing Road, Suite 100, Greenbrae, CA 94904 (415) 569-4800**





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## PRELIMINARY REPORT

**First American Title Insurance Company**

*Cal Land Title Company*

*California Department of Insurance License No. 2553-6*

**630 Las Gallinas Avenue, 3rd Floor, San Rafael, CA 94903**

**Tel: (415) 569-4800 - Fax: (415) 785-3976**

**Property Address:**

No Situs Address  
, CA

**Assessor's Parcel Number:**

121-230-04

**Buyer/Borrower:**

Marin Municipal Water District

**Seller/Owner:**

MMWD

**Direct Escrow Inquiries to Escrow Officer:**

Dean'a Jerejian  
Email: djerejian@cal-land.com

**Direct Title Inquiries to:**

Bill Curry  
Email: bcurry@cal-land.com

**Reference Number:**

In response to the application for a policy of title insurance referenced herein, First American 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

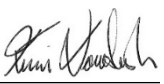
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.**

Dated as of December 28, 2022 at 7:30 A.M.

By:   
Authorized Signatory





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

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

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

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**MARIN MUNICIPAL WATER DISTRICT, A PUBLIC CORPORATION**

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**



**CAL LAND**  
— TITLE —

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## EXHIBIT A

### LEGAL DESCRIPTION

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

#### Parcel One:

BEGINNING at the Southwest corner of the property described in Deed from Gumesindo Pacheco to Peter Dolcini recorded September 25, 1901 in [Volume 69 of Deeds at page 332](#), Marin County Official Records, said point being the intersection of the county road leading to Petaluma to Nicasio to Olema and to the "Corral Tract"; running thence from said point of beginning along the Westerly boundary line of said Dolcini property (the center of the road leading from Nicasio to Petaluma) North 17° 52' East 282.00 feet; North 5° 20' East 400.80 feet; North 2° 06' West 353.40 feet; North 18° 23' East 477.60 feet; North 5° 47' West 303.18 feet; North 13° 20' East 121.20 feet; North 48° 54' East 610.80 feet; North 59° 37' East 224.20 feet; North 31° 32' East 246.60 feet; and North 16° 09' East 210.00 feet; thence leaving said Westerly line of Dolcini (the center of the road leading from Nicasio to Petaluma) South 18° 18' 44" East 343.35 feet; South 44° 04' 59" West 421.95 feet; South 24° 53' 55" East 593.80 feet; South 24° 53' 55" 508.93 feet; South 49° 57' 21" West 329.57 feet; South 17° 28' 04" East 740.96 feet; South 72° 31' 56" West 50.00 feet; thence on a curve to the left whose center bears North 72° 31' 56" East, radius of 1875 feet, a central angle of 13° 30' a distance of 441.79 feet; thence South 59° 01' 56" West 75.00 feet; thence on a curve to the left, whose center bears North 59° 01' 56" East, radius of 1950 feet, a central angle of 10° 00', a distance of 340.34 feet; thence North 49° 01' 56" East 50.00 feet; thence on a curve to the left whose center bears North 49° 01' 56" East, radius of 1900 feet, a central angle of 13° 30', a distance of 447.68 feet; thence South 35° 31' 56" West 50.00 feet; thence on a curve to the left whose center bears North 35° 31' 56" East, a radius of 1950 feet, a central angle of 08° 50' 04", a distance of 300.63 feet; thence South 63° 18' 08" East 331.64 feet to the Southeasterly boundary line of said Dolcini property, said point being the center of the road from Nicasio to Petaluma; running thence along the Southerly property boundary line of said Dolcini property ( the center of the road from Nicasio to Petaluma) North 61° 00' 20" West 543.46 feet; North 51° 22' 09" West 1123.00 feet and North 69° 59' 09" West 917.60 feet to the point of beginning.

#### Parcel Two:

A strip of land 5 feet wide, lying parallel with, adjacent to and Northeasterly of the following described line:

BEGINNING at a point which bears South 17° 28' 04" East 240.00 feet from the Northwesterly extremity of the course South 17° 28' 04" East 740.94 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#), Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning along the above mentioned course, South 17° 28' 04" East 450.00 feet.

#### Parcel Three:

BEGINNING at a point which bears South 59° 01' 56" West 31.00 feet from the Northeasterly extremity of the course South 59° 01' 56" West 75.00 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#),



**CAL LAND**  
— TITLE —

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Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning on a curve to the left whose center bears North 59° 01' 56" East with a radius of 1906.00 feet and a central angle of 09° 34' 04" for a distance of 318.28; thence North 49° 27' 52" East 86.00 feet; thence on a curve to the left whose center bears North 49° 27' 52" East with a radius of 1820.00 feet and a central angle of 12° 35' 33" for a distance of 400.00 feet; thence South 36° 52' 19" West 70.00 feet; thence on a curve to the left whose center bears North 36° 52' 19" East with a radius of 1890.00 feet and a central angle of 08° 47' 29" for a distance of 290.00 feet; thence South 28° 04' 50" West 16.00 feet; thence on a curve to the left whose center bears North 28° 04' 50" East with a radius of 1906.00 feet and a central angle of 01° 22' 58" for a distance of 46.00 feet; thence South 63° 18' 08" East 355.29 feet to the Southeasterly boundary line of the property described in the Deed from Gumesindo Pacheco to Peter Dolcini, recorded September 25, 1901 in [Volume 69 of Deeds at page 332](#), Marin County Records; running thence along said abovementioned boundary line South 54° 57' 30" West 49.95 feet to the most Easterly corner of the aforesaid property described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al; running thence along the line described in said Lis Pendens, North 63° 18' 08" West 331.64 feet; thence on a curve to the right whose center bears North 26° 41' 52" East with a radius of 1950 feet and a central angle of 08° 50' 04" for a distance of 300.63 feet; thence North 35° 31' 56" East 50.00 feet; thence on a curve to the right whose center bears North 35° 31' 56" East with a radius of 1900 feet and a central angle of 13° 30' for a distance of 447.68 feet; thence South 49° 01' 56" West 50.00 feet; thence on a curve to the right whose center bears North 49° 01' 56" East with a radius of 1950 and a central angle of 10° 00' for a distance of 340.34 feet; thence North 59° 01' 56" East 44.00 feet to the point of beginning.

Parcel Four:

A flooding easement described as follows:

BEGINNING at the Northeasterly extremity of the course South 49° 57' 21" West 601.14 feet described in the Lis Pendens, Marin Municipal Water District, a public corporation, vs. Arnold T. Dolcini, et al, recorded June 17, 1958 in [Volume 1196 of Official Records at Page 120](#), Marin County Records, under Parcel One (Dolcini); running thence from said point of beginning South 49° 57' 21" West 271.57 feet; thence North 24° 53' 55" West 508.93 feet; and South 55° 48' 02" East 510.43 feet to the point of beginning.



**CAL LAND**  
— TITLE —

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AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Assessments, if any, for Community Facilities Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts
4. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
5. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
6. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
7. Rights of the public in and to that portion of the land lying within Nicasio Valley Road (formerly San Geronimo – Nicasio County Road) & Pointe Reyes – Petaluma County Road.
8. An easement for electric transmission and distribution lines and facilities and incidental purposes, recorded July 9, 1938 as [Book 366 at Page 258](#) of Official Records.  
In Favor of : Pacific Gas and Electric Company

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

9. An easement for country road and incidental purposes, recorded June 19, 1940 as [Book 391 at Page 275](#) of Official Records.  
In Favor of : County of Marin

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

10. An easement for communication transmission and distribution lines and facilities and incidental purposes, recorded February 1, 1950 as [Book 636 at page 425](#) of Official Records.  
In Favor of : Pacific Telephone and Telegraph Company

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

Terms and provisions contained in the above document.

11. The terms and provisions contained in the document entitled "Interlocutory Judgment of Condemnation" recorded August 31, 1960 as [Book 1394 at page 324](#) of Official Records.



**CAL LAND**  
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Final Judgment and Decree of Condemnation recorded October 23, 1960 as [Book 1408 at page 305](#) of Official Records

Document declaring amendment of said Final Judgment and Decree of Condemnation recorded August 14, 1961 as [Book 1487 at page 600](#) of Official Records.

12. The effect, if any, of that certain document recorded September 6, 1961 in [Book 1494 at page 432](#) of Official Records

Said document appears to affect the roadway traversing property described herein. However, the legal description of record is illegible and cannot be plotted.

13. In the event the land is operative property of the above vested owner, any conveyance or encumbrance thereof is subject to the regulatory power of the Public Utilities Commission of the State of California and express permission therefore should be obtained.
14. Water rights, claims or title to water, whether or not shown by the Public Records.
15. Rights of parties in possession.

**-END OF EXCEPTIONS-**



**CAL LAND**  
— TITLE —

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**Information Notes:**

- a. The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2022/23

First Installment : \$1,077.00 Paid

Second Installment : \$1,077.00 Paid

Tax Rate Area : 076-003

A. P. No. : 121-230-04

- b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**Lenders Supplemental Report:**

- g. This report contemplates the issuance of a Lender's Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.
- h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Vacant Land, commonly known as: No Situs Address, CA
- i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE



**CAL LAND**  
— TITLE —

esn  
exn

Mark Encinas/aft

ORDER NO: 00506394-DJ



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## **RESTRICTIVE COVENANT NOTIFICATION**

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 included.**

[Restrictive Covenant Modification form](#)





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**WARNING:**

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

**[CLICK HERE FOR MAP](#)**



**CAL LAND**  
— TITLE —

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## **PRIVACY POLICY**

### **We are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Type of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

**ATTACHMENT ONE (Revised 06-03-11)****CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990****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 (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 not shown by the public records.

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	Risk	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	Risk	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	Risk	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	Risk	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- \* land use
- \* improvements on the land
- \* land division
- \* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- \* a notice of exercising the right appears in the public records
- \* on the Policy Date
- \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- \* that are created, allowed, or agreed to by you
- \* that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- \* that result in no loss to you
- \* that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

\* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.