



PLANNING APPLICATION FORM

IMPORTANT NOTICE TO APPLICANT!

Applicants are strongly encouraged to contact their neighborhood council prior to submitting an application to be reviewed or heard by the Design Review Board or the Planning Commission. Neighborhood council contact information is available at the Planning Division information counter.

APPLICATION TYPE(S)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Plan Amendment/Rezone | <input type="checkbox"/> Variance | <input type="checkbox"/> Certificate of Compliance | <input type="checkbox"/> Zoning Verification Letter |
| <input type="checkbox"/> Zoning Ordinance Amendment | <input type="checkbox"/> Design Review Permit | <input checked="" type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Over-the-Counter Plan Check |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Zoning Administrator Permit | <input type="checkbox"/> Historic Preservation Permit | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Administrative Use Permit | <input type="checkbox"/> Tentative Parcel Map | <input type="checkbox"/> Sign Permit | |
| <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Tentative Tract Map | <input type="checkbox"/> Fence Permit | |

PROJECT INFORMATION

Site Address: Ocean Avenue (no street number; vacant lots), Point Richmond

APN(s): 558-232-002 558-232-003 558-232-004 558-232-013

Project Description: Adjust lot lines to create lots that meet RL-1 zoning size requirements.

PROPERTY OWNER ACKNOWLEDGEMENT & AUTHORIZATION

Property Owner's Name: Four Star Oil & Gas Company (c/o Thomas P. Dougherty, Jr. President)

Mailing Address: 11441 Whippoorwill Road, Houston, TX 77024
 (Street, City, State, Zip)

Phone: 713-722-8824 Fax: 713-984-2810 Email: dougherty@frontstreetpartners.com

I recognize that this application is subject to the California Environmental Quality Act (CEQA). The City, in granting this application, may attach any conditions necessary to insure that the proposal will not be detrimental to the welfare of property or persons residing or working in the neighborhood or in the City. I further certify that the information and exhibits submitted for this proposal are true and correct. In signing this application, I, as property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding. I agree to be bound by those conditions, subject only to the right to object at the hearing on this application or during the appeal period.

X TP Dougherty, Jr. 5/12/2021
 Signature Date

APPLICANT ACKNOWLEDGEMENT & AUTHORIZATION

Applicant's Name:

Mailing Address:
 (Street, City, State, Zip)

Phone: Fax: Email:

In signing this application, I, as applicant, represent to have obtained authorization of the property owner to file this application. I agree to be bound by conditions of approval, subject only to the right to object at the hearing on this application or during the appeal period. If this application has not been signed by the property owner, I have attached separate documentation of full legal capacity to file this application and agreement to conditions of approval, subject only to the right to object at the hearings or during the appeal period.

X _____ _____
 Signature Date

PLANNING DIVISION USE ONLY

File No.: Intake Staff: Applied Date:

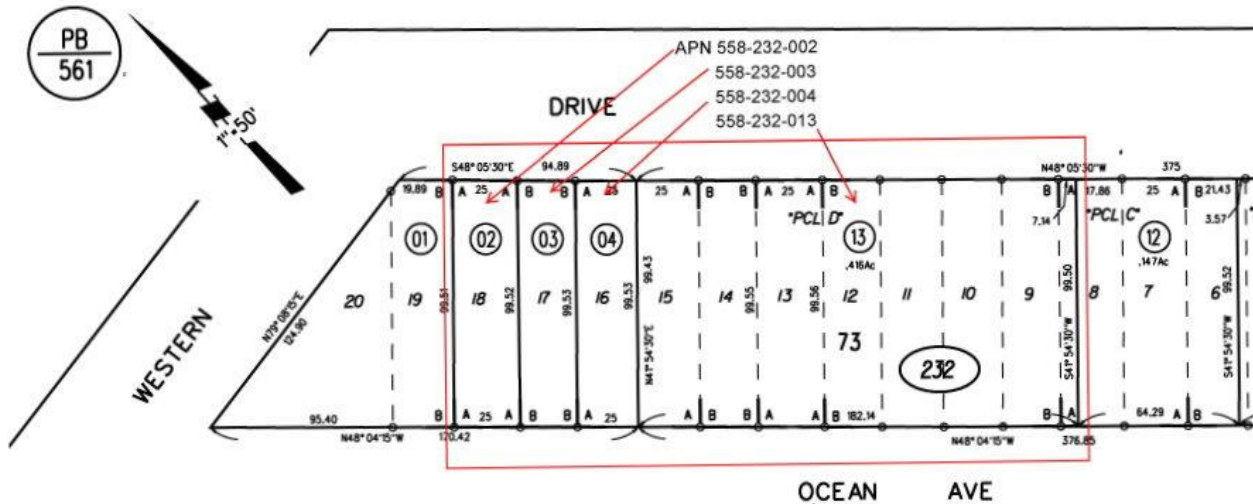
Project Description:

The Applicant owns a parcel of four contiguous lots on Ocean Avenue in Point Richmond. The lots are currently vacant. A description and map of the parcel appear below:

Description of Lots:

| APN | Lot # | Area in Square Feet | Width |
|-------------|--------|---------------------|----------|
| 558-232-002 | Lot 2 | 2,701 sf | 25 feet |
| 558-232-003 | Lot 3 | 2,353 sf | 25 feet |
| 558-232-004 | Lot 4 | 2,526 sf | 25 feet |
| 558-232-013 | Lot 13 | 18,117 sf | 182 feet |

Current Configuration of Lots (outlined):



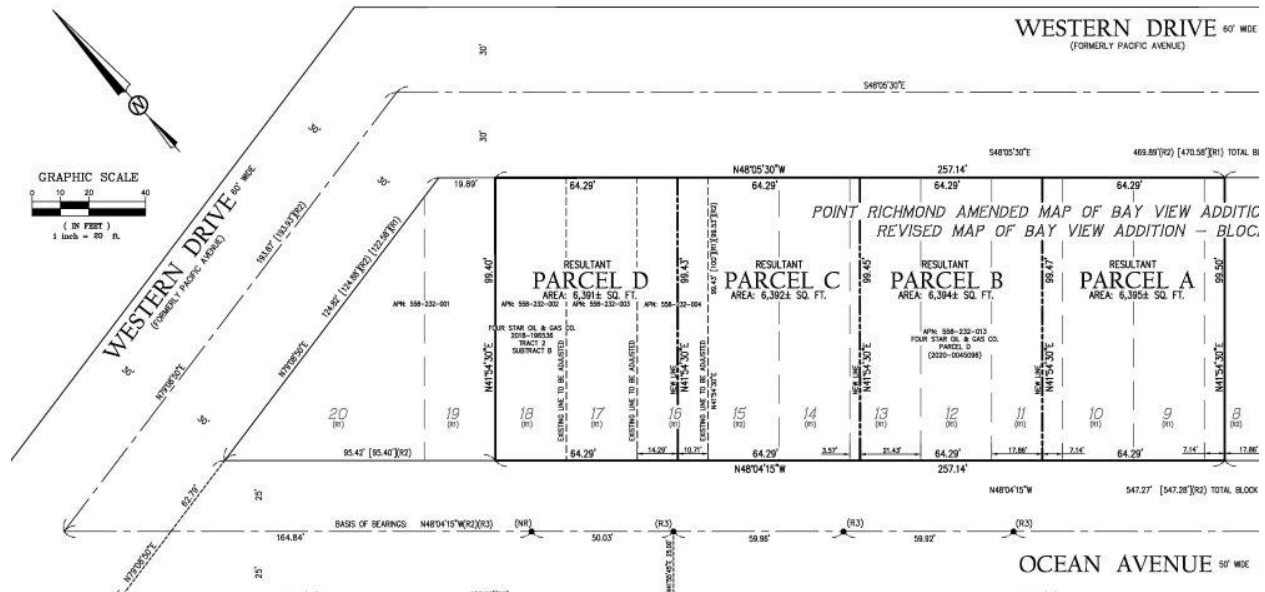
All the lots are in the RL1 (single family very-low density residential) Base Zoning District. RL1 zoning prescribes a minimum lot width of 60 feet and 6000 square feet in area. Currently, only Lot 13 is large and wide enough to satisfy the RL1 size requirements. Although Lots 2, 3 and 4 are legal nonconforming lots that may be built on without a lot line adjustment, it is in the community’s interest to conform them to the latest zoning standards. The lots will be sold as single-family home sites.

Plan:

The plan is to adjust the lot lines of Lots 2, 3, 4 and 13. After the lot line adjustment, the re-sized lots (“Resultant Parcels”) will conform to the RL1 dimension requirements as shown in the table and map below:

| APN | Lot # | Area in Square Feet | Width | Resultant Parcel |
|-------------|--------|---------------------|-----------|--------------------|
| 558-232-002 | Lot 2 | 6,391 sf | 64.3 feet | Resultant Parcel D |
| 558-232-003 | Lot 3 | 6,392 sf | 64.3 feet | Resultant Parcel C |
| 558-232-004 | Lot 4 | 6,394 sf | 64.3 feet | Resultant Parcel B |
| 558-232-013 | Lot 13 | 6,395 sf | 64.3 feet | Resultant Parcel A |

Configuration After Lot Line Adjustment:



About the Applicant:

Despite its name, the applicant Four Star Oil and Gas Company is not in the oil and gas business at all. Its only business relates to the ownership of real estate. Four Star's owner is FrontStreet Partners, LLC, a privately held merchant banking and real estate development firm. FrontStreet acquired all the stock of Four Star by purchase from Chevron Corporation in 2018.

Any questions about the Lot Line Adjustment application may be addressed to:

Tom Dougherty (President of Four Star and Managing Partner of FrontStreet)

713-722-8824 (office)

713-385-9052 (cell)

713-9854-2810 (fax)

dougherty@frontstreetpartners.com

WESTERN DRIVE 60' WIDE
(FORMERLY PACIFIC AVENUE)

HARRISON STREET 50' WIDE
(UNIMPROVED)

OCEAN AVENUE 50' WIDE

POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION - BLOCK 73 (D-175)
REVISED MAP OF BAY VIEW ADDITION - BLOCK 73 (8 M 199)

POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION BLOCK 75 (D-175)
REVISED MAP OF BAY VIEW ADDITION BLOCK 75 (8 M 199)

RESULTANT
PARCEL D
AREA: 6,391± SQ. FT.

RESULTANT
PARCEL C
AREA: 6,392± SQ. FT.

RESULTANT
PARCEL B
AREA: 6,394± SQ. FT.

RESULTANT
PARCEL A
AREA: 6,395± SQ. FT.

APN: 558-232-001
FOUR STAR OIL & GAS CO.
2018-196536
TRACT 2
SUBTRACT B

APN: 558-232-002
FOUR STAR OIL & GAS CO.
2018-196536
TRACT 2
SUBTRACT B

APN: 558-232-003
FOUR STAR OIL & GAS CO.
2018-196536
TRACT 2
SUBTRACT B

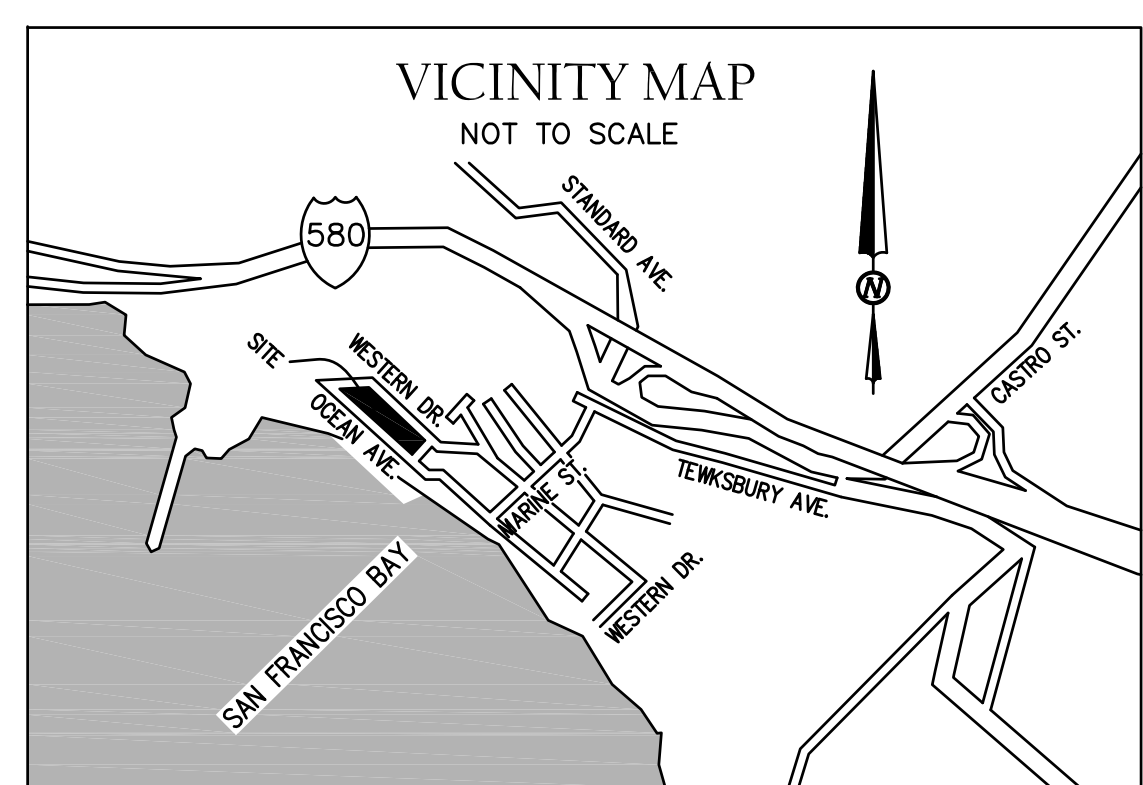
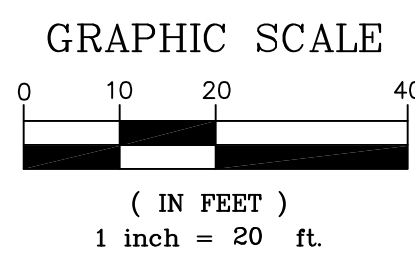
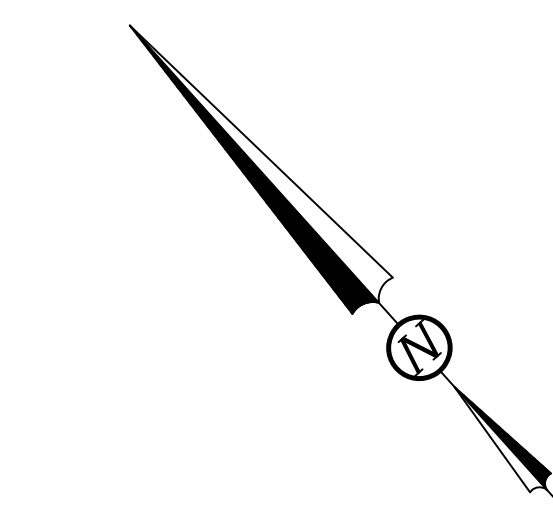
APN: 558-232-004
FOUR STAR OIL & GAS CO.
2018-196536
TRACT 2
SUBTRACT B

APN: 558-232-013
FOUR STAR OIL & GAS CO.
PARCEL D
(2020-0045096)

APN: 558-232-012
FOUR STAR OIL & GAS CO.
PARCEL C
(2020-0045096)

APN: 558-232-011
FOUR STAR OIL & GAS CO.
PARCEL B
(2020-0045096)

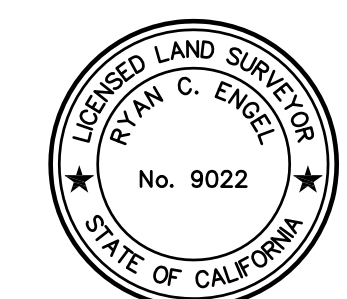
APN: 558-232-010
FOUR STAR OIL & GAS CO.
PARCEL A
(2020-0045096)



| LEGEND | |
|--------|-----------------------|
| ● | FOUND RAILROAD SPIKE |
| — | ASPHALT |
| ▨ | BUILDING EDGE |
| — | CONCRETE |
| [] | RECORD DATA |
| (NR) | NON-RECORD MONUMENT |
| # T | INCH DIAMETER OF TREE |
| BC | BUILDING CORNER |
| DI | DRAIN INLET |
| EP | EDGE OF PAVEMENT |
| F | FENCE |
| FH | FIRE HYDRANT |
| FL | FLOW LINE |
| GR | GROUND ELEVATION |
| GV | GAS VALVE |
| INV | INVERT ELEVATION |
| JP | JOINT POLE |
| LH | LAMPPOLE |
| MH | MANHOLE |
| P | ASPHALT |
| RIM | RIM ELEVATION |
| SL | STREET LAMP |
| t | TOE OF SLOPE |
| T | TOP OF SLOPE |
| TW | TOP OF WALL |
| WM | WATER METER |
| WV | WATER VALVE |

| | |
|-----------|----------------------------------|
| — | SUBJECT PROPERTY |
| - - - - - | EXISTING LOT LINE TO BE ADJUSTED |
| — | NEW LOT LINE |
| - - - - - | ADJACENT PARCEL/LOT LINE |
| — | CENTERLINE |
| - - - - - | HISTORIC PARCEL/LOT LINE |
| - - - - - | TIE LINE |

SURVEYOR'S STATEMENT:
THIS MAP CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CALIFORNIA LAND SURVEYORS ACT AT THE REQUEST OF FOUR STAR OIL AND GAS IN MAY, 2019.

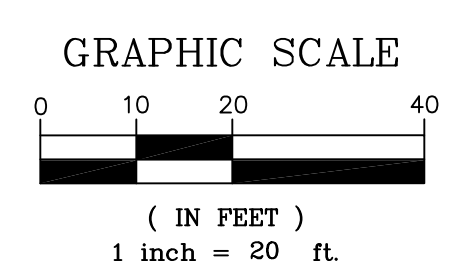


RYAN C. ENGEL, PLS 9022
DATE: 04/22/2021

LOT LINE ADJUSTMENT MAP

BEING LOTS 9-14, 16-18, BLOCK 73, REVISED MAP OF BAY VIEW ADDITION (8 M 199), BEING ALSO LOT 15 AND A PORTION OF LOT 8, BLOCK 73, POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION (D M 75) RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA
APRIL, 2021 SCALE 1" = 20'
BAY AREA LAND SURVEYING INC.

3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167



OWNER:
FOUR STAR OIL & GAS COMPANY
11441 WHIPPOORWILL ROAD
HOUSTON, TX 77024

PARCEL AREA:
EXISTING: 18,117± SQ FT
RESULTANT:
PARCEL A: 6,395± SQ FT
PARCEL B: 6,394± SQ FT
PARCEL C: 6,392± SQ FT
PARCEL D: 6,391± SQ FT
TOTAL: 25,573± SQ FT

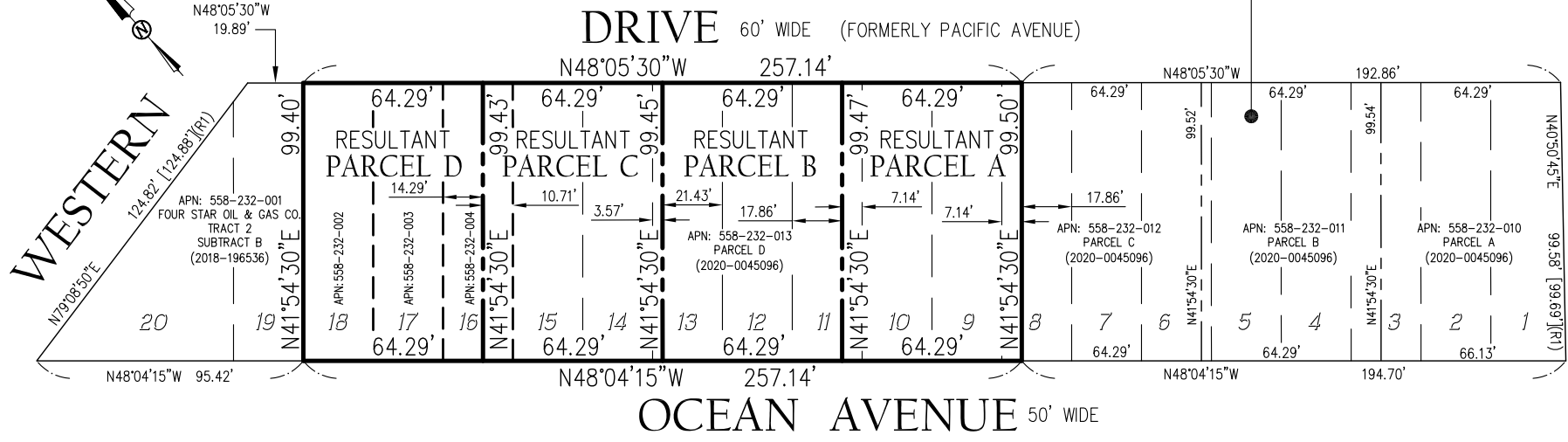
BASIS OF BEARINGS:
CENTERLINE OF OCEAN AVENUE PER (R2)
REESTABLISHED VIA FOUND RR SPIKES PER (R3)
BEARING: N 48°04'15" W

BENCHMARK:
ELEVATIONS BASED UPON NAVD 88 VERTICAL DATUM VIA NETWORK RTK GPS OBSERVATIONS. (SMARTNET NORTHAMERICA)

MAP REFERENCE:
(R1) REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY (8 M 199)
(R2) POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY (D M 75)
(R3) PARCEL MAP M.S. 754-98 (175 PM 48)

SURVEY NOTE(S):
1) SUM OF INCREMENTAL DISTANCES/PARCEL AREA MAY NOT EQUAL TOTAL DUE TO ROUNDING.

POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION BLOCK 73 (D-175)
 REVISED MAP OF BAY VIEW ADDITION BLOCK 73 (8 M 199)



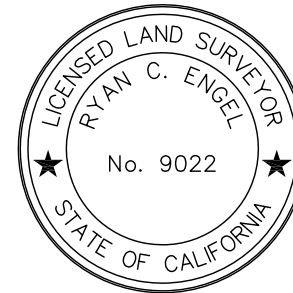
HARRISON STREET
 (UNIMPROVED) 50' WIDE

LEGEND:

- OVERALL PARCEL BOUNDARY
- EXISTING LOT LINE TO BE ADJUSTED
- NEW LOT LINE
- HISTORIC LOT LINE
- ADJACENT LOT/PARCEL LINE
- (R1) REVISED MAP OF BAY VIEW ADDITION (8 M 199)

PARCEL AREA:

| | |
|-----------------------------------|--------------------------|
| EXISTING: | RESULTANT: |
| APN: 558-232-013 18,117± SQ FT | PARCEL A 6,395± SQ FT |
| APN: 558-232-004 2,486± SQ FT | PARCEL B 6,394± SQ FT |
| APN: 558-232-003 2,485± SQ FT | PARCEL C 6,392± SQ FT |
| APN: 558-232-002 2,485± SQ FT | PARCEL D 6,391± SQ FT |
| TOTAL: 25,573± SQ FT | |



[Signature]
 RYAN C. ENGEL, PLS 9022
 DATE: 04/22/2021

EXHIBIT B

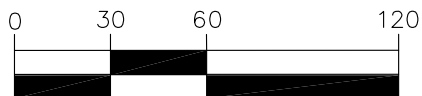
LOT LINE ADJUSTMENT

BEING LOTS 9-14, 16-18, BLOCK 73
 REVISED MAP OF BAY VIEW ADDITION (8 M 199)
 BEING ALSO LOT 15 AND A PORTION OF LOT 8
 BLOCK 73, POINT RICHMOND AMENDED
 MAP OF BAY VIEW ADDITION (D-75)
 RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA
 APRIL, 2021 SCALE 1" = 60'

BAY AREA LAND SURVEYING INC.

3065 RICHMOND PARKWAY, SUITE 101
 RICHMOND, CA 94806
 (510) 223-5167

GRAPHIC SCALE



(IN FEET)
 1 inch = 60 ft.

Bay Area Land Surveying, Inc.



3065 Richmond Parkway, Suite 101 ♦ Richmond CA 94806 ♦ 350 Townsend Street, #839 ♦ San Francisco CA 94107
Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

Project No. 19-3873
July 22, 2019

CLOSURE CALCULATION

Parcel name: PARCEL A

North: 9764.4128 East : 10262.2974
Line Course: N 48-04-15 W Length: 64.2857
North: 9807.3693 East : 10214.4707
Line Course: N 41-54-30 E Length: 99.4730
North: 9881.3985 East : 10280.9128
Line Course: S 48-05-30 E Length: 64.2857
North: 9838.4595 East : 10328.7551
Line Course: S 41-54-30 W Length: 99.4964
North: 9764.4128 East : 10262.2974

Perimeter: 327.5408 Area: 6,395 SQ. FT. 0.15 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 32-17-02 W
Error North: -0.00002 East : -0.00001
Precision 1: 327,540,800.0000

Parcel name: PARCEL B

North: 9807.3693 East : 10214.4707
Line Course: N 48-04-15 W Length: 64.2857
North: 9850.3257 East : 10166.6440
Line Course: N 41-54-30 E Length: 99.4496
North: 9924.3376 East : 10233.0704
Line Course: S 48-05-30 E Length: 64.2857
North: 9881.3985 East : 10280.9128
Line Course: S 41-54-30 W Length: 99.4730
North: 9807.3693 East : 10214.4707

Perimeter: 327.4940 Area: 6,394 SQ. FT. 0.15 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 32-17-02 W
Error North: -0.00002 East : -0.00001
Precision 1: 327,494,000.0000

Bay Area Land Surveying, Inc.



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Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

Parcel name: PARCEL C

North: 9850.3257 East : 10166.6439
Line Course: N 48-04-15 W Length: 64.2857
North: 9893.2822 East : 10118.8172
Line Course: N 41-54-30 E Length: 99.4262
North: 9967.2766 East : 10185.2280
Line Course: S 48-05-30 E Length: 64.2857
North: 9924.3375 East : 10233.0704
Line Course: S 41-54-30 W Length: 99.4496
North: 9850.3257 East : 10166.6439

Perimeter: 327.4473 Area: 6,392 SQ. FT. 0.15 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 32-17-02 W
Error North: -0.00002 East : -0.00001
Precision 1: 327,447,200.0000

Parcel name: PARCEL D

North: 9893.2822 East : 10118.8172
Line Course: N 48-04-15 W Length: 64.2857
North: 9936.2386 East : 10070.9905
Line Course: N 41-54-30 E Length: 99.4029
North: 10010.2157 East : 10137.3857
Line Course: S 48-05-30 E Length: 64.2857
North: 9967.2767 East : 10185.2281
Line Course: S 41-54-30 W Length: 99.4262
North: 9893.2822 East : 10118.8173

Perimeter: 327.4005 Area: 6,391 SQ. FT. 0.15 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0001 Course: N 45-09-11 W
Error North: 0.00005 East : 0.00005
Precision 1: 3,274,005.0000



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Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

19-3873
APRIL 22, 2021

**EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
RESULTANT PARCEL A**

REAL PROPERTY SITUATED IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 9, 10 AND THE SOUTHEASTERLY 7.14 FEET OF LOT 11 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA;

TOGETHER WITH THE NORTHWESTERLY 7.14 FEET OF LOT 8 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY " FILED APRIL 8, 1903, IN VOLUME D OF MAPS, AT PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CONTAINING A TOTAL AREA OF APPROXIMATELY 6,395 SQ FT, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO FOR REFERENCE.

END OF DESCRIPTION.

Bay Area Land Surveying, Inc.



3065 Richmond Parkway, Suite 101 ♦ Richmond CA 94806 ♦ 350 Townsend Street, #839 ♦ San Francisco CA 94107
Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

19-3873
APRIL 22, 2021

**EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
RESULTANT PARCEL B**

REAL PROPERTY SITUATED IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 12, THE NORTHWESTERLY 17.86 FEET OF LOT 11 AND THE SOUTHEASTERLY 21.43 FEET OF LOT 13 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CONTAINING A TOTAL AREA OF APPROXIMATELY 6,394 SQ FT, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO FOR REFERENCE.

END OF DESCRIPTION.

Bay Area Land Surveying, Inc.



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Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

19-3873
APRIL 22, 2021

**EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
RESULTANT PARCEL C**

REAL PROPERTY SITUATED IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 15 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY" FILED APRIL 8, 1903, IN VOLUME D OF MAPS, AT PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA;

TOGETHER WITH ALL OF LOT 14, THE NORTHWESTERLY 3.57 FEET OF LOT 13 AND THE SOUTHEASTERLY 10.71 FEET OF LOT 16 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,

CONTAINING A TOTAL AREA OF APPROXIMATELY 6,392 SQ FT, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO FOR REFERENCE.

END OF DESCRIPTION.

Bay Area Land Surveying, Inc.



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Phone 510-223-5167 ♦ Fax 510-223-0112 ♦ info@balsinc.net

19-3873
APRIL 22, 2021

**EXHIBIT A
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
RESULTANT PARCEL D**

REAL PROPERTY SITUATED IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 17, 18 AND THE NORTHWESTERLY 14.29 FEET OF LOT 16 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CONTAINING A TOTAL AREA OF APPROXIMATELY 6,391 SQ FT, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO FOR REFERENCE.

END OF DESCRIPTION.



First American Title

First American Title Company

**4 First American Way
Santa Ana, CA 92707**

California Department of Insurance License No. 151

Order Number: O-SA-5998634 (25)

Title Officer: Rizza Walker
Phone: (714)250-3098
Fax No.: (714)913-6389
E-Mail: OCTitle25@firstam.com
Owner: FOUR STAR OIL & GAS COMPANY, A DELAWARE CORPORATION
Property: 840 Ocean Avenue
Richmond, CA 94801

PRELIMINARY REPORT

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

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

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

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

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

Dated as of April 30, 2021 at 7:30 A.M.

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

To Be Determined

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

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

FOUR STAR OIL & GAS COMPANY, A DELAWARE CORPORATION, AS TO PARCELS A, C, D AND E;

JOSEPH JOHN AND SARU COWNAN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, AS TO PARCEL B.

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
2. General and special taxes for the fiscal year 2020-2021, are unsegregated at this time.

(Affects PARCELS B, C, D AND E)

3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. A/C-3, as disclosed by Notice of Special Tax Lien recorded January 22, 2019 as INSTRUMENT NO. 2019-008600 of Official Records.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
6. The Terms, Provisions and Easement(s) contained in the document entitled "AGREEMENT" recorded March 31, 1960 as BOOK 3588, PAGE 438 of Official Records.

7. THE CONDITIONS, RESTRICTIONS, LIMITATIONS, POWERS, DUTIES, TRUSTS, REVERSIONARY RIGHTS, AND OTHER RIGHTS CREATED OR RESERVED IN THE LEGISLATIVE GRANT PURSUANT TO CHAPTER 317 OF THE STATUTES OF 1913, AND IN ANY SUBSEQUENT AMENDING STATUTES AFFECTING TIDE AND SUBMERGED LANDS GRANTED TO THE CITY OF RICHMOND AND/OR COUNTY OF CONTRA COSTA.
8. The terms and provisions contained in the document entitled "GRANT DEED" recorded December 07, 2018 as INSTRUMENT NO. 2018-196536 OF OFFICIAL RECORDS.
9. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**
 - A. AN AFFIDAVIT (Click Here), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;**
 - B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND**
 - C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.**
10. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

13. With respect to FOUR STAR OIL & GAS COMPANY, a corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
14. With respect to FOUR STAR OIL & GAS COMPANY, A DELAWARE CORPORATION, a certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

INFORMATIONAL NOTES

Note: 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 or 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.

1. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$644.33, PAID
Penalty: \$0.00
Second Installment: \$644.33, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-001-5

(Affects LOTS 19 AND 20 OF PARCEL A)

2. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$442.33, PAID
Penalty: \$0.00
Second Installment: \$442.33, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-002-3

(Affects LOT 18 OF PARCEL A)

3. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$420.69, PAID
Penalty: \$0.00
Second Installment: \$420.69, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-003-1

(Affects LOT 17 OF PARCEL A)

4. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$435.11, PAID
Penalty: \$0.00
Second Installment: \$435.11, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-004-9

(Affects LOT 16 OF PARCEL A)

5. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$572.19, PAID
Penalty: \$0.00
Second Installment: \$572.19, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-005-6

(Affects PORTION OF PARCEL E)

6. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$442.33, PAID
Penalty: \$0.00
Second Installment: \$442.33, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-006-4

(Affects PORTION OF PARCEL E)

7. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$1,841.93, PAID
Penalty: \$0.00
Second Installment: \$1,841.93, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-007-2

(Affects PARCELS C, D AND PORTION OF PARCELS B, E)

8. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment: \$442.33, PAID
Penalty: \$0.00
Second Installment: \$442.33, PAID
Penalty: \$0.00
Tax Rate Area: 08-001
A. P. No.: 558-232-008-0

(Affects PORTION OF PARCEL B)

9. The property covered by this report is vacant land.

10. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

(Affects PARCELS A, C, D AND E)

11. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded November 24, 2020 as INSTRUMENT NO. 2020-0286024 OF OFFICIAL RECORDS

From: FOUR STAR OIL & GAS COMPANY, A DELAWARE CORPORATION

To: JOSEPH JOHN AND SARU COWNAN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

(Affects PARCEL B)

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

LEGAL DESCRIPTION

Real property in the City of Richmond, County of Contra Costa, State of California, described as follows:

PARCEL A:

LOTS 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19 AND 20, IN BLOCK 73, AS DESIGNATED ON THE MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY, RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA, STATE OF CALIFORNIA, ON DECEMBER 6, 1912 IN VOLUME 8 OF MAPS, AT PAGE 199.

PARCEL B:

BEING LOTS 1, 2 AND LOT 3 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM: THE NORTHWEST 10.71 FEET OF SAID LOT 3.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, RECORDED MARCH 10, 2020, AS INSTRUMENT NO. 2020-0045096-00 OF OFFICIAL RECORDS.

PARCEL C:

BEING LOTS 4, 5 AND THE NORTHWESTERLY 10.71 FEET OF LOT 3 AND THE SOUTHEASTERLY 3.57 FEET OF LOT 6 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, RECORDED MARCH 10, 2020, AS INSTRUMENT NO. 2020-0045096-00 OF OFFICIAL RECORDS.

PARCEL D:

BEING LOT 6 AND LOT 7 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TOGETHER WITH LOT 8 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY " FILED APRIL 8, 1903, IN VOLUME D OF MAPS, AT PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

- 1) THE SOUTHEASTERLY 3.57 FEET OF SAID LOT 6.
- 2) THE NORTHWESTERLY 7.14 FEET OF SAID LOT 8.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT

LINE ADJUSTMENT, RECORDED MARCH 10, 2020, AS INSTRUMENT NO. 2020-0045096-00 OF OFFICIAL RECORDS.

PARCEL E:

BEING LOTS 9, 10, 11, 12, 13 AND 14 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REVISED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY", FILED DECEMBER 6, 1912, IN VOLUME 8 OF MAPS, AT PAGE 199, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TOGETHER WITH LOT 15 AND THE NORTHWESTERLY 7.14 FEET OF LOT 8 IN BLOCK 73, AS SHOWN ON THAT CERTAIN MAP ENTITLED "POINT RICHMOND AMENDED MAP OF BAY VIEW ADDITION, SOUTH PORTION OF LOT 48, SAN PABLO RANCH SURVEY " FILED APRIL 8, 1903, IN VOLUME D OF MAPS, AT PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

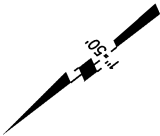
THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, RECORDED MARCH 10, 2020, AS INSTRUMENT NO. 2020-0045096-00 OF OFFICIAL RECORDS.

APN:

558-232-001-5 (Affects LOTS 19 AND 20 OF PARCEL A)
558-232-002-3 (Affects LOT 18 OF PARCEL A)
558-232-003-1 (Affects LOT 17 OF PARCEL A)
558-232-004-9 (Affects LOT 16 OF PARCEL A)
558-232-005-6 (Affects PORTION OF PARCEL E)
558-232-006-4 (Affects PORTION OF PARCEL E)
558-232-007-2 (Affects PARCELS C, D AND PORTION OF PARCELS B, E)
558-232-008-0 (Affects PORTION OF PARCEL B)

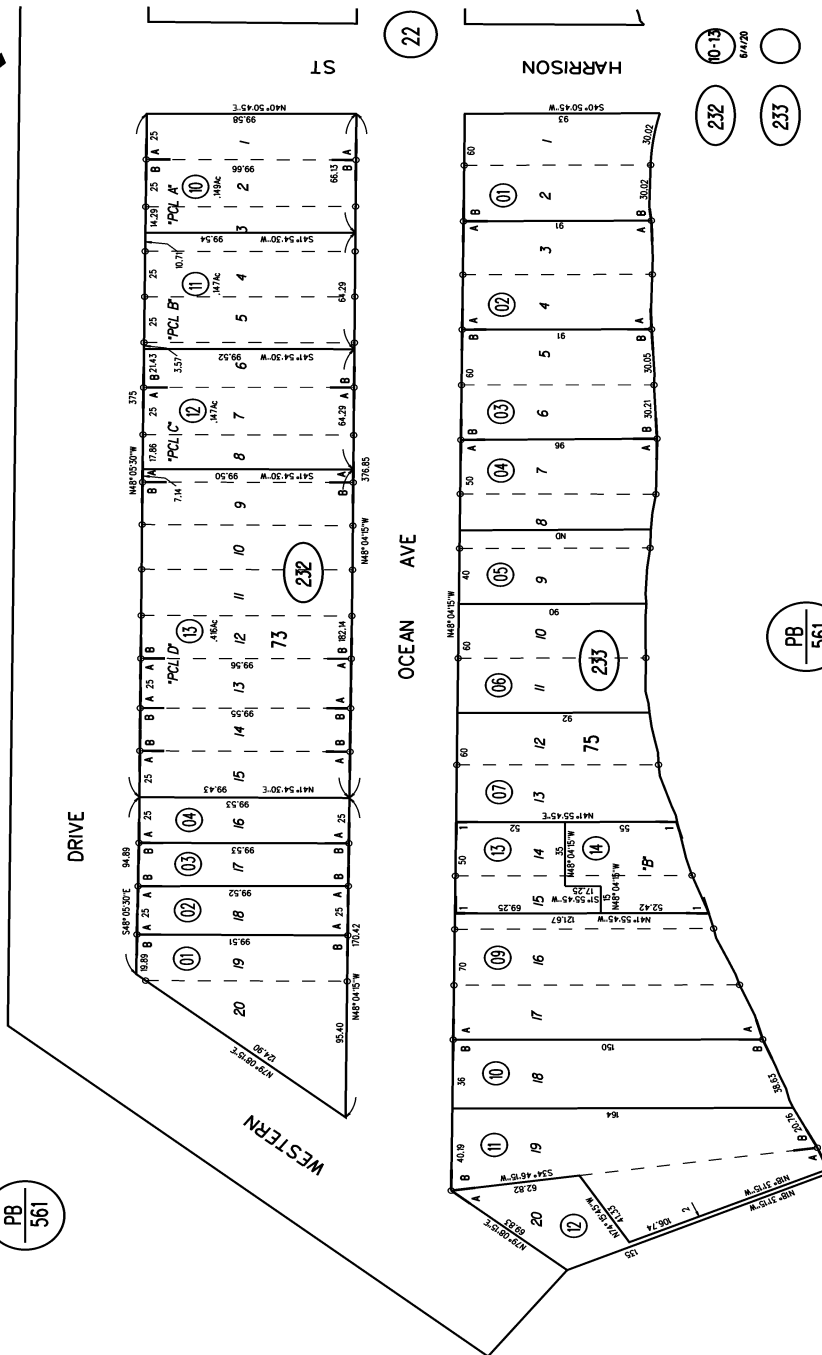
NEW APN: (NOT YET ASSESSED)

558-232-010 (Affects PARCEL B)
558-232-011 (Affects PARCEL C)
558-232-012 (Affects PARCEL D)
558-232-013 (Affects PARCEL E)



A BAY VIEW ADDITION, AMENDED MAP POINT RICHMOND # B 0-75
 B REVISED MAP BAY VIEW ADDITION # B 0-99
 1 175 PM 48 12-18-98

PB 561



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY AND LIABILITY IS ASSUMED BY THE USER. THIS MAP IS NOT TO BE USED FOR DEEMED-PERSON ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

10-13
 9/1/20
 232
 233

1985 ROLL

ASSESSOR'S MAP

BOOK 558 PAGE 23

09/28 # 59 CONTRA COSTA COUNTY, CALIF.

Sanborn Date: 1/01/06/1999

PB 561

NOTICE

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

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA 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/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
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.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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:

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$10,000 |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$25,000 |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$25,000 |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$5,000 |

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

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[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:

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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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 or 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: [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:

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.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

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

EXCLUSIONS FROM COVERAGE

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

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

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

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

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

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

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 subsidiaries 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 that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.