

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250175B**

PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 (Amendment No. 1) **TO NAPA COUNTY AGREEMENT NO. 250175B** is entered into as of the _____ day of _____, 2025, by and between **Samer Daoud Ishaq and Sana Samer Ishaq, as Trustees of the SS Ishaq Trust Dated June 8, 2006, and Suhail Ishaq and Christine Ishaq, as Trustees of the SC Ishaq Trust dated May 21, 2007,** (hereinafter referred to as “GRANTOR”) and **COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as “GRANTEE”).

RECITALS

WHEREAS, on September 10, 2024, in conjunction with the construction of the Devlin-Soscol Ferry Road Interchange Roundabout Project located in the County of Napa, GRANTOR and GRANTEE entered into Agreement No. 250175B (“Agreement”); and

WHEREAS, the Agreement is a purchase and sale agreement regarding certain interests in real property located in the unincorporated area of County of Napa, State of California, and more particularly known as Assessor’s Parcel Numbers: 057-170-004, 057-170-015, and 057-170-016 on the Napa County Assessor’s Maps; and

WHEREAS, the Parties now desire to amend the Agreement to incorporate the Preliminary Title Report, update the escrow account number, and remove reference to the Conditions of Title documents previously attached as Exhibits “H,” “I,” and “J,” as set forth herein below.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 250175B, as follows:

1. Paragraph 2.A. of the Agreement is hereby amended to read in full as follows:

GRANTEE shall:

Prior to the close of escrow, GRANTEE shall do the following:

- A. Pay the sum of **Two Hundred Forty-One Thousand and No/100 Dollars (\$241,000.00)** for the **Property**, as improved and identified in GRANTEE’S as improved and identified in GRANTEE’S Appraisal Summary Statement delivered separately with this Agreement and in **Exhibit “G,”** attached hereto and incorporated by reference, to the following title company: First American Title Company of Napa, hereinafter referred to as “Title Company,” for the account of the GRANTOR, Escrow Number 00303032-CRS, conditioned

upon the Property vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments, and taxes and all restrictions of record identified in the Preliminary Title Report by Title Company bearing the above escrow number, and dated July 1, 2024, a copy of which is attached hereto as **Exhibit "H,"** and incorporated by reference, including any updates thereof. Clearing of any title exceptions not acceptable to GRANTEE shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, quitclaim deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE.

2. The Condition of Title document attached to the Agreement as Exhibit "H" is deleted in its entirety and replaced with the Preliminary Title Report by Title Company that is attached to this Amendment No. 1 as Exhibit "H." Exhibits "I" and "J" to the Agreement are deleted in their entirety.

3. Except as provided in Paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year first above written.

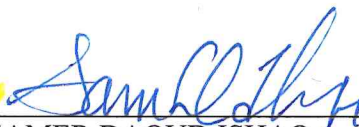
GRANTEE:

COUNTY OF NAPA, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

By: _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

GRANTOR:

SAMER DAOUD ISHAQ AND SANA SAMER
ISHAQ, AS TRUSTEES OF THE SS ISHAQ
TRUST DATED JUNE 8, 2006; AND SUHAIL
ISHAQ AND CHRISTINE ISHAQ, AS
TRUSTEES OF THE SC ISHAQ TRUST
DATED MAY 21, 2007

By:  _____
SAMER DAOUD ISHAQ, as Trustee


Date: 10/17/24

By:  _____
SANA SAMER ISHAQ, as Trustee

Date: 10/17/24

GRANTOR: Samer and Sana Ishaq and Suhail and Christine Ishaq
Project Name: Devlin-Soscol Ferry Road Interchange Roundabout Project

APNs: 057-170-004, -015, -016

By: 
SUHAIL ISHAQ, as Trustee

Date: 10.17.2024

By: 
CHRISTINE ISHAQ, as Trustee

Date: 10.17.2024

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>September 25, 2024</u></p> <p>PL No.: 120576</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT G

**NAPA COUNTY
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

APNs: 057-170-004, -015 & -016

BASIC PROPERTY DATA

OWNER: Samer and Sana Ishaq and Suhail and Christine Ishaq
PROJECT: Devlin-Soscol Ferry Road Intersection Roundabout Project
PROPERTY ADDRESS: 1011 Soscol Ferry Road, Napa, CA
DATE PROPERTY ACQUIRED BY OWNER: More than five (5) years
ZONING: IP-AC (Industrial Park: Airport Compatibility)
GI:AC (General Industrial: Airport Compatibility)
Industrial
GENERAL PLAN DESIGNATION (County): Industrial
PRESENT USE: Commercial (Restaurant) and Residential
HIGHEST AND BEST USE: As Vacant- Industrial development
As Improved - Continued use of existing improvements
TOTAL PROPERTY AREA: 2.89 acres or 125,621 square feet (sf)
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: Partial Fee Simple - 2,535 sf
Partial Fee Simple - 1,405 sf
Partial Fee Simple - 1,675 sf
Permanent Utility Easement - 8,678 sf
Temporary Construction Easement - 5,986 sf
Temporary Construction Easement - 1,308 sf
Temporary Construction Easement -1,027 sf
Access Rights - 112 linear feet
DATE OF THIS VALUATION: August 8, 2023

BASIS OF VALUATION

The just compensation being offered by Napa County (County) is not less than the County approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Page 6). The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

- a.) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

**NAPA COUNTY
 APPRAISAL SUMMARY STATEMENT AND
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APNs: 057-170-004, -015 & -016

- b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The market value for the property proposed to be acquired by the County is based upon Code of Civil Procedure Section 1263.320a as defined in page 1 above.

Value of the entire Property (land only): \$ 2,390,000.00

Value of the property being acquired:

A. Fee Simple (and included Site Improvements, if any): \$ 220,542.00

Fee Simple -	<u>\$106,685.00</u>
Permanent Easement -	<u>\$ 82,441.00</u>
Temporary Construction Easement	<u>\$ 10,535.00</u>
Relinquishment of Access Rights	<u>\$ 500.00</u>
Site Improvements – asphalt paving, concrete curbing, barbed-wire fencing, lighting fixtures and tree (small)	<u>\$ 20,381.00</u>

B. Improvements Pertaining to the Realty[Ⓢ]: \$ N/A

\$ 221,000.00
(Sum of items A + B)

Severance Damages [Ⓢ]: \$ None

Benefits[Ⓢ]: \$ None

The amount of any other compensation: \$ 0

JUST COMPENSATION FOR ACQUISITION: **\$221,000 (rounded dollars)**

CONSTRUCTION CONTRACT WORK (No cost to owner)

Contractor to relocate driveway, seven (7) parking stalls and one (1) utility pole.

THE FOLLOWING APPRAISAL INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

The Sales Comparison approach is based on the consideration of

Property Description:

The subject property is located on the north side of Devlin Road near the intersection of Soscol Ferry Road and Devlin Road in the unincorporated area of Napa County. The Napa County Assessor identifies the subject property as assessor's parcel numbers 057-170-004, -015 and -016. The site covers a total area of 2.89 acres, or 125,621 square feet, according to public records.

Access to the site is from Devlin Road.

Soscol Ferry Road is a local two-lane, two-directional roadway that traverses in an east-west direction near the subject property. Devlin Road is an arterial two-lane, two-directional roadway that generally traverses in a north-south direction. The subject area is primarily industrial and agricultural uses. The area is served by Highway 29 as the main route running north and south through the center of the Napa Valley and Highway 12 that runs east and west.

The site is at street grade and generally level in topography with an irregular shape., except. The site is irregular in shape with the Soscol Creek bordering the southern portion of the site. The improvements are served by an on-site well and septic system in addition to electricity and phone service. The property owner and representative indicated that the property is served by public water, gas, electricity, phone and cable service. The site has a septic system that is located on the property across Develin Road to the south.

Improvement Description

The subject property is improved with a two-story commercial building, a single-family dwelling and ancillary structures. The commercial building, also known as the Soscol House, was built in 1855 and relocated to the subject site in 1978. According to public records the building is 3,397 square feet in size. According to the Count Planner, the Soscol House has been placed on the Historic Resources Inventory of Napa County, as a structure of historical and architectural significance to the County. The owner and the representative indicated the residence has three bedrooms and one bathroom and is approximately 1,100 square feet in size.

Personal Property Description

A detailed inventory of personal property on the subject property was not taken by the Appraiser. No interior inspection was made of the structures located on the subject property, since these improvements were not located in the proposed acquisition areas. Therefore, items of persona property within the structures are unknown, but are assumed to be typical of the market for similar improvements. Items of personal property within the acquisition areas were inventoried and may require relocation. At the time of the inspection, items of personal property located within acquisition areas included a donation box and a marketing flag.

Zoning and Highest and Best Use:

The zoning category for the subject is IP:AC (Industrial Park: Airport Compatibility) and GI-AC (General Industrial: Airport Compatibility).

According to the zoning ordinance, industrial park (IP) zoning district is "to provide areas exclusively for modern, non-nuisance light industrial and office uses which are compatible both with each other and the with the adjoining nonindustrial areas including but not limited to, the Napa County Airport, the Highway 29 corridor, and surrounding agricultural and open space areas, and which have no significant potential for major pollution, adverse visual impacts, or nuisance or hazard factors. Land use in these areas is subject to special performance standards to ensure harmonious, unified and cohesive development. Vacant parcels are subject to lot size restrictions to ensure that opportunities for large-site business/industrial park developments will not be lost through premature subdivision into small parcels.

The General Plan land use designation for the subject is Industrial. According to the General Plan, the industrial land use designation is intended to "provide an environment exclusively for and conducive to the development and protection of a variety of industrial uses such as warehouses, manufacturing, wineries and food processing facilities that are industrial in character, and research and development. Administrative facilities, research institutions, limited office and commercial uses and related facilities which are ancillary to the primary industrial uses may also be accommodated." General uses include industry, limited commercial and related facilities which are ancillary to the primary industrial uses, agriculture, wineries. No residential uses are allowed. Minimum parcel size is half an acre to 40 acres depending on proximity and access to utilities, airport, highway, rail service and service roads. Maximum building density is fifty percent (50%) coverage.

Additionally, the subject property is identified within the "south county" industrial area by the General Plan, which is an area located in the southern portion of Napa County generally between the cities of Napa and American Canyon. These industrial areas represent the largest urbanized (non-agricultural) area in the unincorporated county.

The subject currently exists as a of 2.89 acre industrial site improved with a commercial building (operating restaurant) and residential structure.

Therefore, the highest and best use of the subject property is an industrial development (As if Vacant) or continued use of the existing improvements (As Improved).

Valuation Approach:

Since the proposed acquisition will include primarily land, only the value of the land has been estimated, by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison.

A modified cost approach was used to value site improvements that will be affected as a result of the project. The income approach was not utilized because sellers, buyers, and our peers in this market rarely rely on this approach when offering, purchasing, or valuing land similar to the subject underlying land.

Sales Comparison Approach

Research was conducted to find comparable land sales in the subject's market area. The table on the following page displays a summary of the selected sales, which are judged to be most representative of current market conditions for the subject larger parcel. The most comparable land sales reflecting the actions of buyers and sellers in the marketplace.

Continue to next page.

NAPA COUNTY
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APNs: 057-170-004, -015 & -016

Sales Data Summary Table

Sales Data Summary

No.	Address City, State APN	Type of Transaction COE	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Zoning		Sales Price \$/Sq. Ft. (Land)
				General Plan		
IL-01	450 Tower Rd American Canyon (uninc.) 057-110-023	Pending Pending	3.80 156,816	General Industrial: Airport Compatibility (GI:AC) Industrial		(List Price) \$3,000,000 \$19.13
IL-02	Devlin Rd Napa, CA (uninc.) 057-210-037, -038	Sale 10/04/21	2.74 119,353	Industrial Park: Airport Compatibility (IP:AC) Industrial		\$2,200,000 \$18.43
IL-03	115 Gateway Rd E Napa, CA (uninc.) 057-200-003	Sale 01/22/21	2.23 97,138	Industrial Park: Airport Compatibility (IP:AC) Industrial		\$1,650,000 \$16.99
IL-04	370 Devlin Rd Napa, CA (uninc.) 057-250-006	Sale 12/02/20	3.85 167,706	Industrial Park: Airport Compatibility (IP:AC) Industrial		\$2,000,000 \$11.93
IL-05	125 Gateway Rd E Napa, CA (uninc.) 057-200-002	Sale 01/30/20	2.13 92,782	Industrial Park: Airport Compatibility (IP:AC) Industrial		\$1,299,000 \$14.00
Subject	1011 Soscol Ferry Rd & 110 Devlin Rd Napa, CA (uninc.) 057-170-004, -015, -016	DOV 09/08/23	2.88 125,621	IP:AC (Industrial Park: Airport Compatibility) / GI:AC (General Industrial: Airport Compatibility) Industrial		N/A

Land Value Conclusion (Unencumbered)

In view of the analysis of the comparable sales and the definition of value, Comparable IL-01 was determined by the appraiser to be the most comparable to the subject property. As a result, the estimated land value of the subject site is concluded to be \$2,390,000.

Site Improvements in Acquisition Areas

Asphalt paving (2,060 square feet), concrete curbing (65 linear feet), barbed-wire fencing (100 linear feet), lighting fixtures (4) and a small tree (1).

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the County's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. (Cost to Cure) Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages.

④ Benefits (Applies to Proposed Partial Acquisitions)


Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

* *These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

**Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Present:**

NAPA COUNTY

By: 
Name: _____

Title: Director, Napa County Public Works

Date: 02-05-2024

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Date: <u>February 5, 2024</u> Doc No 88265-2
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Recording Requested by:
Napa County
Department of Public Works

WHEN RECORDED MAIL TO:
Napa County
Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559-3092

Attention:
Director, Department of Public Works

APN: 057-170-016 (Portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAMER DAUD ISHAQ AND SANA SAMER ISHAQ, TRUSTEES OF THE SS ISHAQ TRUST DATED JUNE 8, 2006, AND SUHAIL ISHAQ AND CHRISTINE ISHAQ, TRUSTEES OF THE SC ISHAQ TRUST DATED MAY 21, 2007, hereby grants to NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, A TEMPORARY CONSTRUCTION EASEMENT FOR:

A TEMPORARY CONSTRUCTION EASEMENT (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "A" attached for construction and related purposes Devlin-Soscol Roundabout Project (the Project). The GRANTEE'S rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the Project for a period of eight (8) consecutive months. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: 9a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

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

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

TEMPORARY CONSTRUCTION EASEMENT DEED

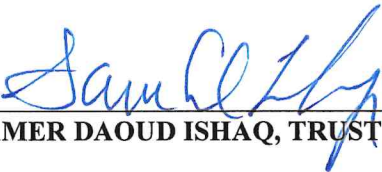
APN: 057-170-016 (portion of)

Page 2

Dated: 10/17/24

GRANTORS:

The SS Ishaq Trust Dated June 8, 2006

By: 
SAMER DAUD ISHAQ, TRUSTEE

By: 
SANA SAMER ISHAQ, TRUSTEE

The SC Ishaq Trust dated May 21, 2007

By: 
SUHAIL ISHAQ, TRUSTEE

By: 
CHRISTINE ISHAQ, TRUSTEE

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

A portion of the South one-half of Soscol Road as said road is shown on the map entitled "Parcel Map a Portion of the Lands of Mary McCauley, Marcella McCauley and Helen McCauley Stefance", dated February 25, 1970, in Book 2 of Parcel Maps at Page 23, Official Records of Napa County and depicted as "Temporary Construction Easement" on "Plat to Accompany Legal Description," attached hereto and made a part hereof as Exhibit "B," described as follows:

COMMENCING at the intersection of the southerly line of said Soscol Road with the northeasterly right of way line of Devlin Road as described in Relinquishment Segment 1 of the Relinquishment to the County of Napa recorded November 5, 1981 in Book 1220 of Official Records at Page 947 in the office of the Napa County Recorder;

thence along the easterly right of way line of said Devlin Road North 3°12'36" East, 30.00 feet to the southerly line of Parcel 3 as said Parcel is described in the Director's Deed from the State of California to Anselmo and Victoria Lopez, recorded December 28, 1984, in Volume 1369, Page 890, Official Records of Napa County;

thence along said southerly line South 86°47'24" East, 57.35 feet to the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING** leaving said southerly line southerly along a non-tangent curve concave westerly, having a radius of 90.00 feet from a radial bearing of South 86°10'47" East, through a central angle of 12°03'24", an arc distance of 18.94 feet to a reverse curve;

thence along said reverse curve concave easterly, having a radius of 31.00 feet through a central angle of 20°52'26", an arc distance of 11.29 feet to the southerly line of said Soscol Road;

thence along said southerly line South 86°47'24" East, 35.73 feet;

thence leaving said southerly line North 1°45'25" East, 30.01 feet to the southerly line of said Parcel 3;

thence along said southerly line North 86°47'24" West, 32.34 feet to the **TRUE POINT OF BEGINNING**;

Containing an area of 1,027 sq. ft., more or less.

The Bearings shown hereon are based upon the North American Datum of 1983, NAD83 (2017.50). Rotate bearings hereon 0°05'56" to the left to match record bearings per said Parcel Map 2 PM 23 and rotate bearings hereon 0°00'24" to the right to match record bearings per said Director's Deed (1369 OR 890). Distances shown hereon are ground distances.

B R H

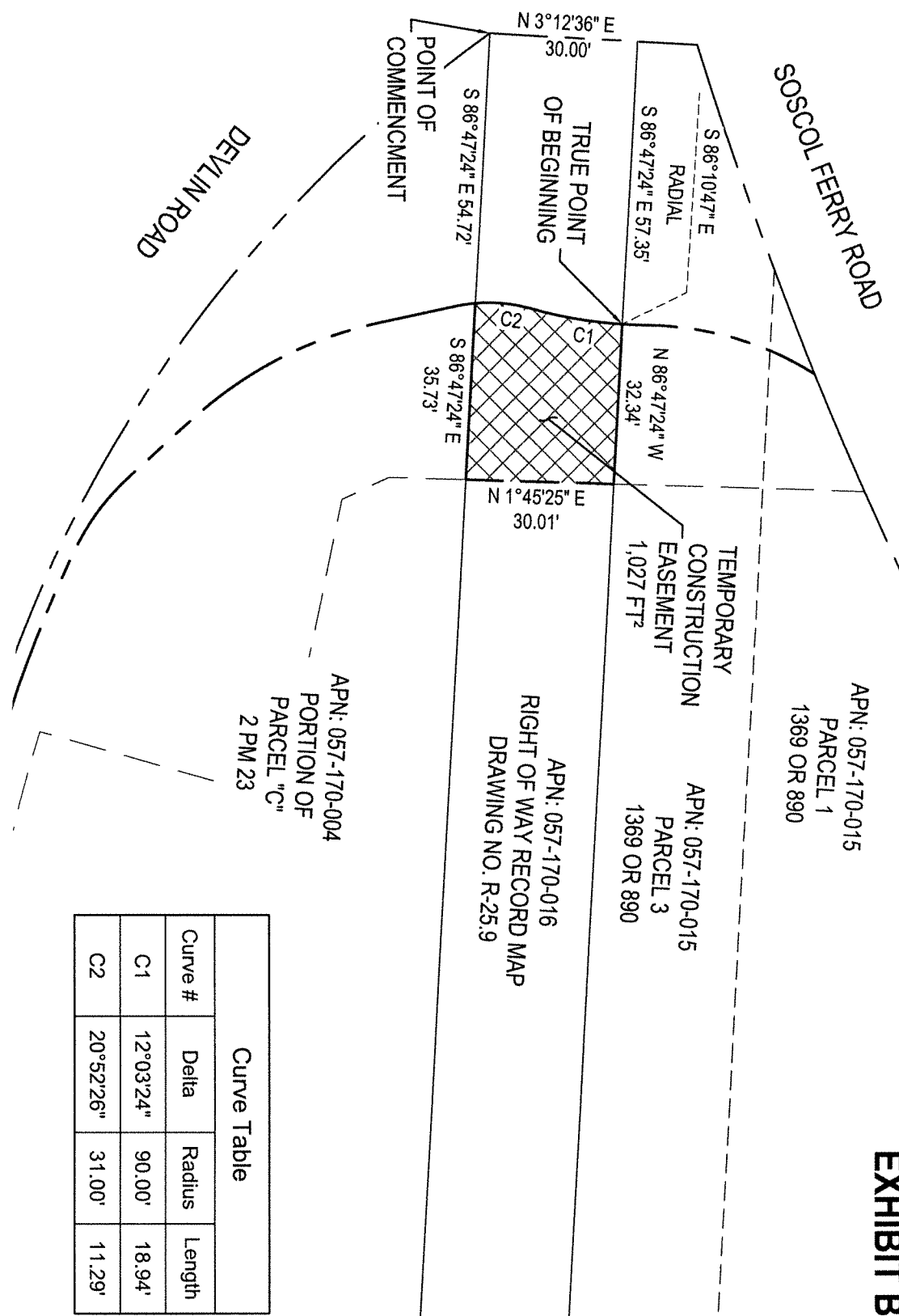
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Brian R. Howard PLS 7250

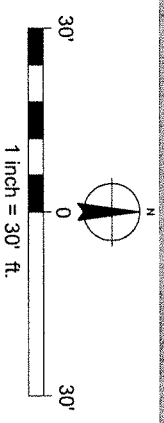
Date



EXHIBIT B



Curve Table			
Curve #	Delta	Radius	Length
C1	12°03'24"	90.00'	18.94'
C2	20°52'26"	31.00'	11.29'



Napa County Public Works
 Soscol Ferry Rd/Devilin Rd Roundabout
PLAT TO ACCOMPANY LEGAL DESCRIPTION

Project No. 11222323
 Report No. 000
 Date 06/15/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

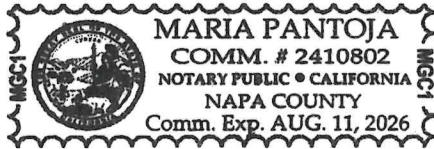
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Solano }

On 10/17/2024 before me, Maria Pantoja, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Samer Daoud Ishaq
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Deed

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Partner - Limited General Partner - Limited General

Individual Attorney In Fact Individual Attorney In Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

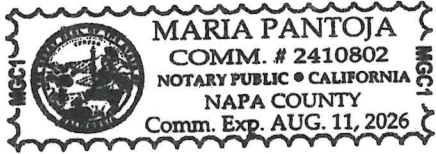
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Solano

On 10/17/2024 before me, Maria Pantoja, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sana Samer Ishaq
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Deed
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
Corporate Officer - Title(s): Corporate Officer - Title(s):
Partner - Limited General Partner - Limited General
Individual Attorney In Fact Individual Attorney In Fact
Trustee Guardian of Conservator Trustee Guardian of Conservator
Other: Other:
Signer Is Representing: Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



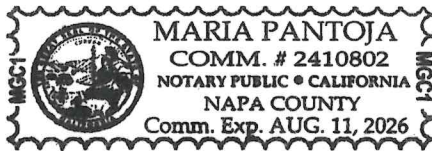
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Solano

On 10/17/2024 before me, Maria Pantoja, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Suhail Ishaq
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney In Fact Individual Attorney In Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



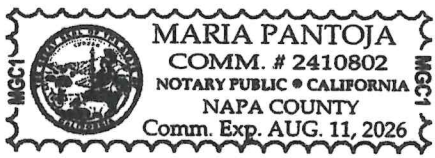
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Solano

On 10/17/2024 before me, Maria Pantoja, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christine Ishaq
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument.



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____



GRANT OF TEMPORARY CONSTRUCTION EASEMENT
APN: 057-170-016 (portion of)

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code section 27281, this is to certify that the interest in real property conveyed by that certain GRANT OF TEMPORARY CONSTRUCTION EASEMENT DEED dated _____, _____, from SAMER DAOUD ISHAQ AND SANA SAMER ISHAQ, TRUSTEES OF THE SS ISHAQ TRUST DATED JUNE 8, 2006, AND SUHAIL ISHAQ AND CHRISTINE ISHAQ, TRUSTEES OF THE SC ISHAQ TRUST DATED MAY 21, 2007 to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on _____, _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

ANNE COTTRELL, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>December 7, 2023</u> PL No. 104855.1</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney In Fact Individual Attorney In Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



**First American Title
Company of Napa**

ORDER NO: 00303032-CRS

PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

1700 Second Street, Suite 120, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 963-1302

Property Address:

No Situs Address
Napa, CA 94558

Direct Escrow Inquiries to Escrow Officer:

Connie Rendon
Email: crendon@firstamnapa.com

Assessor's Parcel Number:

057-170-004, 057-170-016, 057-170-015

Buyer/Borrower:

County of Napa, a Political Subdivision of the
State of California

Direct Title Inquiries to:

Kevin Dornbush
Email: KDornbush@FirstAmNapa.com

Seller/Owner:

Samer Daoud Ishaq
Sana Samer Ishaq

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 July 1, 2024 at 7:30 A.M.

By: 
Authorized Signatory



**1 First American Title
Company of Napa**

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

ALTA Owner's Policy (7/1/21) 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:

**SAMER DAOUD ISHAQ AND SANA SAMER ISHAQ, TRUSTEES OF THE SS ISHAQ TRUST DATED
JUNE 8, 2006, AS TO AN UNDIVIDED 50% INTEREST AND SUHAIL ISHAQ AND CHRISTINE
ISHAQ, TRUSTEES OF THE SC ISHAQ TRUST DATE(D) MAY 21, 2007, AS TO AN UNDIVIDED 50%
INTEREST**

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.



**First American Title
Company of Napa**

ORDER NO: 00303032-CRS

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL ONE:

All that portion of Parcel "C", as shown on the map entitled "Parcel Map a Portion of the Lands of Mary McCauley, Marcella McCauley and Helen McCauley Stefance", dated February 25, 1970, in [Book 2 of Parcel Maps at page\(s\) 23](#), in the office of the County Recorder of Napa County, that lies northerly of Parcel One described in the Deed to the State of California recorded November 9, 1977 in [Book 1058 at page 705](#), in the office of the County Recorder of said Napa County, with the exception of the well located on said parcel.

APN: 057-170-004

PARCEL TWO:

That portion of the south one-half of Soscol Ferry Road as said road is shown on that certain map prepared by the State of California Department of Transportation entitled, 'Right-of-Way Record Map', Drawing No. R-25.9, dated 6-78, being bounded on the west by the course shown on said map as "N 3°13'00" E, 42.00 feet"; bounded on the north and east by the southerly line of Parcel 3 as said parcel is described in that certain Director's Deed recorded on December 28, 1984 in [Book 1369 of Official Records at Page 890](#), in the Office of the Napa County Recorder; and bounded on the south by the northerly line of that certain parcel described in that certain Grant Deed recorded on February 27, 1978 in [Book 1071 of Official Records at Page 282](#), in the Office of the Napa County Recorder.

APN: 057-170-016

PARCEL THREE:

Tract One:

A portion of that parcel of land described in the deed to the State of California, No. 30804, recorded January 4, 1978, in [Volume 1065, Page 249](#), official Records of Napa County, said portion described as follows:

COMMENCING at a point on the southerly line of said Parcel No. 30804, distant thereon S. 70°24'33" W., 268.14 feet from the southeasterly corner of said Parcel No. 30804; thence along said southerly line S. 70°24'33" W., 120.63 feet and N. 86°47'00" W., 255.90 feet; thence from a tangent that bears N. 69°32'14" E., along a curve to the left with a radius of 800.00 feet, through an angle of 20°29'40", an arc length of 286.16 feet; thence S. 46°12'53" E., 172.37 feet to the point of commencement.

APN: PTN 057-170-015

Tract Two:

A portion of those parcels of land described in the deeds to the State of California, No. 30808, recorded March 22, 1973 in [Volume 904, Page 130](#) and No. 45591, recorded March 30, 1978 in [Volume 1075, Page 11](#), both of Official Records of Napa County, said portion described as follows:



**First American Title
Company of Napa**

ORDER NO: 00303032-CRS

COMMENCING at the most westerly corner of said Parcel, No. 30808; thence along the northerly line of said Parcel, No. 30808, N. 70°24'33" E., 140.51 feet; thence S. 46°12'53" E. 23.75 feet; thence S. 34°27'07" E., 272.45 feet to the general northeasterly line of that Relinquishment, Segment 1, to the County of Napa by Document recorded November 5, 1981, in [Volume 1220, Page 947](#), Official Records of Napa County; thence along last said line from a tangent that bears N. 49°14'19" W., along a curve to the left, with a radius of 430.00 feet, through an angle of 44°39'43", an arc length of 335.18 feet to the westerly line of said Parcel, No. 45591; thence along last said line and its northerly prolongation N. 4°00'14" E., 90.90 feet to the point of commencement.

APN: PTN 057-170-015

Tract Three:

Commencing at the southeasterly terminus of the course with length of 172.37 feet described in Tract One herein above; thence along the southeasterly prolongation of said course S. 46°12'53" E. 67.12 feet to the northerly line of Tract Two herein described above; thence along last said line S. 70°24'33" W., 140.51 feet; thence N. 19°35'27" W., 30.00 feet to the centerline of Soscol Road; thence along last said line S. 70°24'33" W., 16.05 feet and N. 86°47'00" W., 305.45 feet; thence N. 3°13'00" E., 12.00 feet; thence from a tangent that bears N. 72°59'09" E., along a curve to the left, with a radius of 800.00 feet, through an angle of 3°26'55", an arc length of 48.15 feet to the southerly line of said Tract One; thence along last said line S. 86°47'00" E., 255.90 feet and N. 70°24'33" E., 120.63 feet to the point of commencement.

APN: PTN 057-170-015



**First American 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 2024-2025, 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. Rights of the public in and to that portion of the land lying within Soscol Ferry Road & Devlin Road.
4. Abutter's rights of ingress and egress to or from the freeway or highway adjacent to said property have been relinquished in the document recorded March 22, 1973 as [Book 904, Page 130](#) of Official Records.

Affects Parcels One and Three.

5. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded March 22, 1973 as [Book 904, Page 130](#) of Official Records.

Affects Parcels One and Three.

6. Abutter's rights of ingress and egress to or from the freeway or highway adjacent to said property have been relinquished in the document recorded November 9, 1977 as [Book 1058, page 705](#) of Official Records.
7. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded November 9, 1977 as [Book 1058, page 705](#) of Official Records.

Affects Parcel One.

8. Abutter's rights of ingress and egress to or from the freeway or highway adjacent to said property have been relinquished in the document recorded March 30, 1978 as [Book 1075, page 11](#) of Official Records.

Affects Parcels One and Three

9. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded March 30, 1978 as [Book 1075, page 11](#) of Official Records.

Affects Parcels One and Three

10. The terms and provisions contained in the document entitled "Agreement for Annexation as a Condition of Use Permit No. 627778" recorded August 22, 1978 as [Book 1094, page 35](#) of Official Records.

Affects Parcel One



**First American Title
Company of Napa**

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11. The terms and provisions contained in the document entitled "Agreement for Grant of Easements" recorded October 13, 1978 as [Book 1099, page 855](#) of Official Records.

Affects Parcel One

12. The terms and provisions contained in the document entitled "Vehicular Access and Parking Agreement" recorded April 17, 2014 as [2014-0007316](#) of Official Records.

Affects All Parcels

13. The right to waters in a well and an easement over said land for a pipeline and incidental purposes reserved by J.N. True, in deed recorded September 3, 1904, ([book](#)) [78 of Deeds \(page\) 448](#) .

Terms and provisions contained in the above document.

Terms and provisions contained in the document recorded March 19, 1910 in [Book 97 of Deeds at page 255](#).

Affects Parcel Three

14. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded April 12, 1944 as [Book 208, page 357](#) of Official Records.

Affects Parcel Three

15. The terms and provisions contained in the document entitled "Agreement to Annex" recorded March 27, 1970 as [Book 825, page 708](#) of Official Records.

Affects Parcel Three

16. Easements for the following purposes and incidents thereto in the document recorded December 28, 1984 as [Book 1369, page 890](#) of Official Records:

For:

- a) : Pole line and incidental purposes.
- b) : Anchor and incidental purposes.
- c) : Underground facilities and incidental purposes.
- d) : Native American ceremonial activities and incidental purposes.

A document recorded October 17, 1985 as [Book 1412 at page 181](#) of Official Records provides that the interest of the easement holder in a) – c) above was transferred to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation.

Terms and provisions contained in the above document.

Affects Parcel Three



***First American Title
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17. Abutter's rights of ingress and egress to or from State Highway 12-29 have been relinquished in the document recorded December 28, 1984 as [Book 1369, page 890](#) of Official Records.
18. Existing easement, if any, for water pipelines as disclosed by the existence of a well and incidental purposes as disclosed by document recorded February 27, 1978 as [Book 1071, page 282](#) of Official Records.
19. Water rights, claims or title to water, whether or not shown by the Public Records.
20. Rights of parties in possession.
21. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



**First American 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 2023-2024

First Installment : \$4,829.23 Paid
Second Installment : \$4,829.23 Paid
Tax Rate Area : 72001
A. P. No. : 057-170-004

(Affects Parcel One)

The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2023-2024

First Installment : \$2,480.60 Paid
Second Installment : \$2,480.60 Paid
Tax Rate Area : 72001
A. P. No. : 057-170-015

(Affects Parcel Three)

The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2023-2024

First Installment : \$185.12 Paid
Second Installment : \$185.12 Paid
Tax Rate Area : 72001
A. P. No. : 057-170-016

(Affects Parcel Two)

b. The following taxes are shown for proration purposes only:

Supplemental taxes for the fiscal year 2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment : \$69.93 Paid
Second Installment : \$69.93 Paid
Tax Rate Area : 72001
A. P. No. : 057-170-016
Assessment No. : 990-220-799

(Affects Parcel Two)

c. 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.

d. 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



**First American Title
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contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.

- e. 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.
- f. 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.
- g. 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:

- h. 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.
- i. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Commercial Building, commonly known as: No Situs Address Napa, CA 94558
- j. 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

07/09/2024

Mark Encinas/aft



**First American Title
Company of Napa**

ORDER NO: 00303032-CRS

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](#)



***First American Title
Company of Napa***

ORDER NO: 00303032-CRS

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.

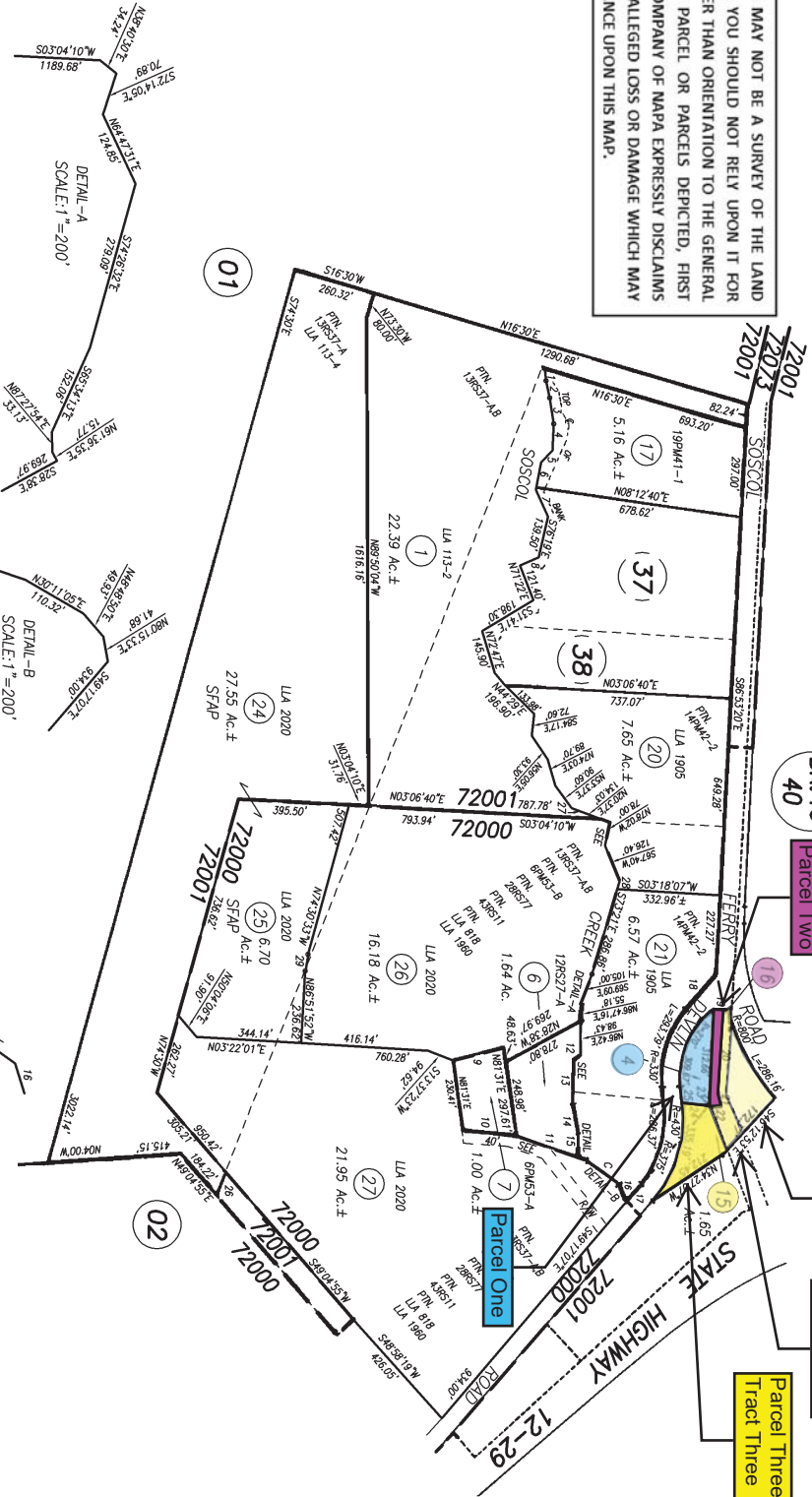
[CLICK HERE FOR MAP](#)

COUNTY ASSESSOR'S PARCEL MAP
PTN. SEC 35, T.5N., R.4W. M.D.B.&M.

Tax Area Code
72000, 72001

57-17
57-01

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



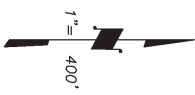
NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability is Assumed For the Accuracy Of The Data Delineated Hereon.

DETAIL-A
SCALE: 1"=200'

DETAIL-B
SCALE: 1"=200'

DETAIL-C
SCALE: 1"=200'

1.	N47°26'E	49.40
2.	N80°02'E	51.30
3.	S88°30'E	83.80
4.	S88°30'E	83.80
5.	S46°15'E	56.30
6.	S79°54'E	94.00
7.	N65°58'E	91.30
8.	S22°25'E	62.80
9.	N45°53'29"W	166.38
10.	S27°00'48"W	171.22
11.	S18°45'W	202.65
12.	N68°14'W	136.20
13.	S90°45'W	96.00
14.	S90°45'W	96.00
15.	S97°00'W	87.50
16.	N72°55'54"E	51.55
17.	N49°20'39"W	75.20
18.	N49°05'09"W	148.78
19.	N40°15'E	32.00
20.	S70°24'53"W	16.05
21.	S70°24'53"W	30.00
22.	N19°55'27"W	22.30
23.	N10°24'53"E	22.30
24.	S94°00'14"W	90.90
25.	S4°30'W	L=55.00
26.	N68°29'W	90.24
27.	N20°31'W	99.03
28.	N41°11'W	54.17
29.	S4°30'W	L=58.00



170-08 RS	3-6-14
170-20 & 21 LLA	11-1-17
170-22 & 23 LLA	12-19-19
170-18 PW	3-16-20
170-18 TO PG 37,38 4-29-20	
170-24 TO 27 LLA	12-21-21
REVISION	DATE
1984	

57-17



**First American Title
Company of Napa**

ORDER NO: 00303032-CRS

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.

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.