NAPA COUNTY AGREEMENT NO. 250341B

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2025, by and between **1111 Soscol Ferry Self Storage, LLC, a California limited liability company** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY, a political subdivision of the State of California** (hereinafter referred to as "GRANTEE").

RECITALS

WHEREAS, GRANTOR owns certain real property, including all improvements located thereon, located in the unincorporated area of County of Napa, State of California, and more particularly known as Assessor's Parcel Number: 057-170-021 on the Napa County Assessor's Maps in effect on the date first above written; and

WHEREAS, in conjunction to construct the Devlin-Soscol Ferry Road Interchange Roundabout Project located in the County of Napa (hereinafter referred to as the "PROJECT") GRANTEE desires to purchase and GRANTOR is willing to sell and convey to GRANTEE for the price and under the terms and conditions specified herein, **Fee Simple Interest** in the form of **Grant Deed specifically described in Exhibit "A,"** Permanent Slope Easement easements in the form of **Permanent Easement Deed specifically described in Exhibit "B"** and one temporary construction easements (TCE) in the form of **Temporary Construction Easement Deed specifically described in Exhibit "C"** attached hereto and incorporated by reference herein, over portions of APN: 057-170-021 retained by GRANTOR, the interest to be conveyed being referred to hereinafter as "the Property;" and

WHEREAS, to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Property under the terms and conditions set forth herein below.

TERMS

NOW, THEREFORE, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

1. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Property and shall relieve GRANTEE of all further obligations or claims on this account or on account of the location, grade, or operation of the PROJECT as designed.

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

A. Pay the sum of **Two Hundred Twenty Thousand and No/100 Dollars ($220,000.00)** for the Property, as improved and identified in **Exhibits "A"** through **"E"** delivered separately with this Agreement 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 00147306-LC, 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 relating to the Property issued by Title Company bearing the above escrow numbers and dated November 27, 2024, copy of which is attached hereto and incorporated herein as **Exhibit "E."**

B. Pay all escrow, recording, title insurance charges, and appraisal fee reimbursement of up to $5,000.00 pursuant to California Code of Civil Procedure section 1263.025, if any, incurred in this transaction.

C. Have the authority to deduct and pay from the amount shown in Paragraph 2(A) herein, any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which the escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Paragraph 2(A) herein. Close of escrow for this transaction shall be contingent upon the Title Company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

3. **GRANTOR shall:** Prior to the payment of the amount identified in Paragraph 2(A) above GRANTOR shall do the following:

A. **One Grant Deed** along with legal descriptions and plat maps suitable for recordation, a sample attached hereto and incorporated by reference herein as **Exhibit "A"** conveying from GRANTOR to GRANTEE a fee interest to the Property shall be submitted to GRANTEE for acceptance and recordation.

B. **One Permanent Slope Easement Deed** along with legal descriptions and plat maps suitable for recordation, a sample attached hereto and incorporated by reference herein as **Exhibit "B"** conveying from GRANTOR to GRANTEE a permanent non-exclusive right of way easement to the Property shall be submitted to GRANTEE for acceptance and recordation.

C. **One Temporary Construction Easement Deed along with legal description and plat map** suitable for recordation, a sample attached hereto and incorporated by reference herein as **Exhibit "C"** conveying from GRANTOR to GRANTEE a temporary construction easement to the Property shall be submitted to GRANTEE for acceptance and recordation.

4. **Construction Contract Work**

GRANTEE shall perform the following construction contract work on GRANTOR'S Property at no cost to GRANTOR, said work as shown in **Exhibit "D,"** attached hereto and incorporated herein, and as follows:

A. Relocate the existing billboard and maintain the current height of the billboard no more than 20 feet from the edge of the roadway, as allowable per Napa County's billboard/sign regulations and the use permit conditions and requirements.

B. Remove and relocate the driveway/access on the south side of Devlin Road and said driveway will be located at Station #56+00.

C. Remove and replace existing wire fencing with wrought iron fencing to match existing fence on APN 057-170-021. This fence shall be placed as close as possible to the top of the slope at the right of way line.

D. Construct a retaining wall on GRANTOR'S property.

5. Permission to Enter GRANTOR'S Land for Construction Purposes (Construction Contract Work)

A. GRANTOR grants access and permission to GRANTEE or its authorized agent to enter the Property, where necessary to relocate the existing billboard, remove, and relocate driveway/access, and remove existing wire fencing and replace it with a wrought iron fence for APN 057-170-021, all of which will be impacted by GRANTEE'S acquisition. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered our sole property and we will be responsible for its maintenance and repair.

B. Additionally, GRANTOR grants access and permission to GRANTEE to install a retaining wall on GRANTOR's property at no cost to GRANTOR. GRANTOR further understands that upon completion of the Project the GRANTOR is responsible for all of the maintenance of the wrought iron fence and retaining wall.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated, or reconstructed by the GRANTEE or its authorized agent, shall be left in as good condition as found and as provided for in Section 4. Furthermore, all work done by GRANTEE under this Agreement shall be done in a commercially reasonable manner to limit negative impacts to GRANTOR'S business.

6. Escrow Instructions.

GRANTOR hereby authorizes GRANTEE to direct the Title Company to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

7. Temporary Construction Easements.

As noted in Paragraph 3(C) above, GRANTOR hereby grants to GRANTEE TCEs for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees, and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials, and equipment by GRANTEE, its officers, agents, contractors, and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property 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.

A. In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.

B. The GRANTEE shall notify the GRANTOR with at least ten (10) days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

8. Payment of Deed of Trust.

If the Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR shall be responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

9. Indemnification.

GRANTEE shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs, and expenses (including reasonable attorneys' fees and costs), arising from the exercise of GRANTEE's rights under this Agreement, or work performed in connection with the PROJECT, excepting only such loss, damage, or liability arising from GRANTOR's intentional acts or sole negligence.

10. Right of Possession.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by GRANTEE, including the right to remove and dispose of improvements, and install, relocate, or connect utilities shall commence on the date, the amount identified in Paragraph 2(A) above, is deposited into the escrow controlling this transaction, and that the amount shown in Paragraph 2(A) above, includes, but is not limited to, full payment for such possession and use, including damages, if any, from and after said date.

11. No Leases.

GRANTOR warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and GRANTOR further agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of GRANTOR for a period exceeding one month.

12. Quitclaim Deeds.

As a condition precedent to approval of this Agreement by GRANTEE's governing board or authorized designee, Quitclaim Deeds, or similar releases sufficient to clear from the Property any possessory rights which might interfere with GRANTEE's use of the Property will be required. It shall be the GRANTOR'S responsibility to secure said Quitclaim Deeds or releases. GRANTEE agrees to assist GRANTOR in securing said Quitclaim Deeds or releases.

13. Further Assurances.

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

14. Gender, Number.

As used herein, the singular shall include the plural and the masculine shall include the feminine and/or nonbinary, wherever the context so requires.

15. Governing Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16. Headings.

The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

17. Modification, Waiver.

No modification, waiver, amendment, or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

18. No Other Inducement.

The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

19. Severability.

If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants, or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Specific Performance and Other Remedies.

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

21. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

22. Waiver.

The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

23. Attorney's Fees.

Should any litigation be commenced between the parties to this Agreement concerning the sale or the rights or duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorney's fees in such litigation, or in a separate action brought for that purpose. Such litigation shall be brought in the Superior Court of California, County of Napa, a Unified Court.

24. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

GRANTEE: Napa County
1195 Third Street, Suite 101
Napa, CA 94559

GRANTOR: 1111 Soscol Ferry Self Storage, LLC
1111 Soscol Ferry Road
Napa, CA 94558-6252

25. No Real Estate Commissions.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify, and hold the other party harmless from all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

26. Electronic, Facsimile, and Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose.

GRANTEE and GRANTOR agree that any electronic or facsimile copy of this Agreement counterpart copies, including all attachments, signatures, and initials appearing thereon, shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

27. Approval of GRANTEE.

GRANTOR understands that this Agreement is subject to the approval of GRANTEE's Board or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

28. Authority to Sign.

GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow.

29. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

NAPA COUNTY, A Political Subdivision of The State of California

By: _____
ANNE COTTRELL
Chair of the Board of Supervisors

GRANTOR:

1111 SOSCOL FERRY SELF STORAGE, LLC
a California limited liability company

By: _____
DAVID MORELAND
Manager-Chief Executive Officer

Date: 1.17.25

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: January 10, 2025 *[124216.3]*	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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

Exhibit "A"

APN: 057-170-021 (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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **1111 SOSCOL FERRY SELF STORAGE, LLC, a California limited liability company,** hereby GRANT(S) to **COUNTY OF NAPA, a political subdivision of the State of California,** the real property in the County of Napa, State of California, as described as:

SEE EXHIBITS "A" & "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.

DATED: 1·17·24

1111 SOSCOL FERRY SELF STORAGE, LLC
a California limited liability company

By: _____

Printed Name: David Moreland

Title: Manager-Chief Executive Officer

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 Napa }

On 1/17/2025 (Date) before me, Maria Pantoja notary public (Here Insert Name and Title of the Officer)

personally appeared David Moreland (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.

MARIA PANTOJA
COMM. # 2410802
NOTARY PUBLIC • CALIFORNIA
NAPA COUNTY
Comm. Exp. AUG. 11, 2026

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 _____ (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: _____

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: _____

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EXHIBIT "A"
RIGHT OF WAY ACQUISITION

All that certain real property situated in the unincorporated area of the County of Napa, State of California, being a portion of Adjusted Parcel A as described in that Corporation Grant Deed to 1111 Soscol Ferry Self Storage, LLC recorded November 1, 2017 as Document Number 2017-0024503 in the office of the Napa County Recorder and depicted as "Right of Way Acquisition" on "Plat to Accompany Legal Description," attached hereto and made a part hereof as Exhibit "B," described as follows:

COMMENCING at the northwesterly corner of Parcel 2 as shown on Map No. 3812 entitled "Parcel Map of the Lands of Marcella E. McCauley and Helen G. Stefance" filed April 12, 1985 in Book 14 of Parcel Maps at Pages 42 and 43 in the office of the Napa County Recorder;

thence along the northerly line of said Parcel 2 South 86°49'52" East, 649.28 feet to the northwesterly corner of said Adjusted Parcel A and the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING**, continuing along said northerly line South 86°49'52" East, 227.27 feet to the intersection of the southwesterly right of way line of Devlin Road as shown on said Map No. 3812;

thence along said southwesterly right of way line South 48°59'13" East, 12.82 feet to the southerly line of Soscol Ferry 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 said southerly right of way line North 86°47'24" West, 9.36 feet to the southwesterly line of Devlin Road as described in said Relinquishment Segment 1;

thence along said southwesterly right of way line South 48°59'13" East, 135.06 feet to a point of cusp;

thence leaving said right of way line northwesterly along a curve concave southwesterly, having a radius of 233.00 feet from a radial bearing of North 39°03'23" East, through a central angle of 20°33'51", an arc distance of 83.63 feet;

thence North 71°30'27" West, 162.93 feet;

thence North 87°23'06" West, 61.30 feet;

thence westerly along a tangent curve concave northerly, having a radius of 525.00 feet through a central angle of 4°31'21", an arc distance of 41.44 feet to the westerly line of said Adjusted Parcel A;

thence along said westerly line North 3°21'35" East, 11.07 feet to the **TRUE POINT OF BEGINNING**.

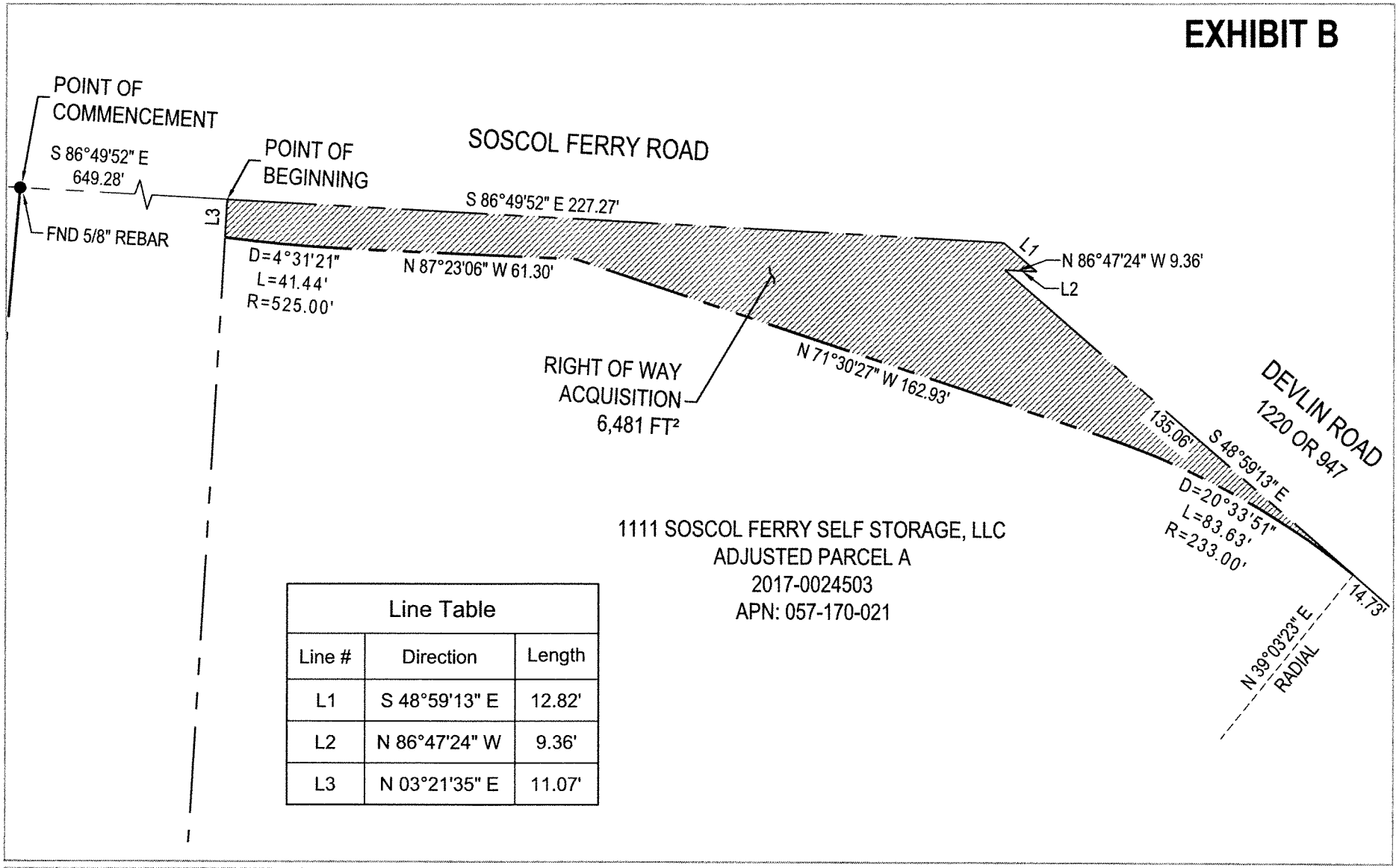
Containing an area of 6,481 sq. ft., more or less.

The Bearings shown hereon are based upon the North American Datum of 1983, NAD83 (2017.50). Rotate bearings hereon 0°03'28" to the left to match record bearings per said Parcel Map 14 PM 42-43 and said Document Number 2017-0024504. Distances shown hereon are ground distances.

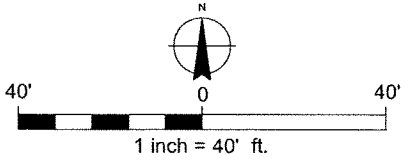
7-17-23

Brian R. Howard PLS 7250 Date

EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S 48°59'13" E	12.82'
L2	N 86°47'24" W	9.36'
L3	N 03°21'35" E	11.07'



GHD

Napa County Public Works
Soscol Ferry Rd/Devlin Rd Roundabout

PLAT TO ACCOMPANY LEGAL DESCRIPTION

Project No. 11222323
Report No. 000
Date 04/11/2022

Filename: N:\US\Roseville\Projects\561\11222323\Tech\Survey\CAD 2016\11222323PLT02RW.dwg Plot Date: 10 October 2023 - 3:20 PM

Source:

GRANT DEED
APN: 057-170-021 (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 DEED dated _____, ____, from **1111 SOSCOL FERRY SELF STORAGE, LLC, a California limited liability company,** 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

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: *January 10, 2025*	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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.

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: _____

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: _____

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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	Exhibit "B"
APN: 057-170-021 (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 §§ 6106 and 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code § 11922

SLOPE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **1111 SOSCOL FERRY SELF STORAGE, LLC, a California limited liability company,** hereinafter referred to as "Grantor (s),"

GRANTS TO THE **COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter referred to as "Grantee,"

A permanent easement for slope purposes including installation of underground improvements for stabilization and maintenance of slopes adjoining the road right of way, under, over, across, with permanent ingress thereto, and egress therefrom, that portion of Grantor's property as more particularly described in the attached Exhibit "A," and depicted in the attached Exhibit "B," situated in the unincorporated area of the County of Napa, State of California.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any permanent structures, earth fill, large trees, large shrubs, block walls, and/or other similar improvements on the easement area that would interfere with underground drainage systems or limit Grantee's access to the easement for the purposes of repair, replacement, or installation. *Grantee shall not construct any above-ground improvements or structures within the Slope Easement area.*

GRANTEE shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs, and expenses (including reasonable attorneys' fees and costs), arising from the exercise of GRANTEE's rights under this Agreement, or work performed in connection with the PROJECT, excepting only such loss, damage, or liability arising from GRANTOR's intentional acts or sole negligence. GRANTEE is self-insured.

Dated this 17th day of January, 2025

GRANTOR:

1111 SOSCOL FERRY SELF STORAGE, LLC,
a California limited liability

By: David Moreland

David Moreland,
Manager-Chief Executive Officer

CALIFORNIA 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 Napa }

On 1/17/2025 before me, Maria Pantoja notary public
Date *Here Insert Name and Title of the Officer*

personally appeared David Moreland
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.

MARIA PANTOJA
COMM. # 2410802
NOTARY PUBLIC • CALIFORNIA
NAPA COUNTY
Comm. Exp. AUG. 11, 2026

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 _____
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: _____

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 or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

SLOPE EASEMENT DEED
APN: 057-170-021 (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 SLOPE EASEMENT DEED dated _____, _____, from SOSCOL FERRY SELF STORAGE, LLC, a California limited liability Company, 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 _____, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

_____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: March 12, 2025 *[PL No 128512]*	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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.

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: _____

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: _____
_____	_____

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EXHIBIT "A"
SLOPE EASEMENT

All that certain real property situated in the unincorporated area of the County of Napa, State of California, being a portion of Adjusted Parcel A as described in that Corporation Grant Deed to 1111 Soscol Ferry Self Storage, LLC recorded November 1, 2017 as Document Number 2017-0024503 in the office of the Napa County Recorder and depicted "Slope Easement" on "Plat to Accompany Legal Description," attached hereto and made a part hereof as Exhibit "B," described as follows:

COMMENCING at a 5/8" rebar marking the northwesterly corner of Parcel 2 as shown on Map No. 3812 entitled "Parcel Map of the Lands of Marcella E. McCauley and Helen G. Stefance" filed April 12, 1985 in Book 14 of Parcel Maps at Pages 42 and 43 in the office of the Napa County Recorder;

thence along the northerly line of said Parcel 2 South 86°49'52" East, 649.28 feet to the northwesterly corner of said Adjusted Parcel A;

thence along said westerly line, South 3°21'35" West, 42.17 feet to the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING** leaving said westerly line North 87°44'58" East, 91.87 feet;

thence South 70°58'28" East, 197.85 feet;

thence South 46°43'11" East, 56.64 feet;

thence South 87°38'10" East, 56.07 feet to the southwesterly 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 said southwesterly right of way line along a non-tangent curve concave Northeasterly, having a radius of 330.00 feet from a radial bearing of South 33°45'02" West, through a central angle of 7°15'45", an arc distance of 41.83 feet;

thence continuing along said southwesterly right of way line North 48°59'13" West, 14.73 feet to a point that bears South 48°59'13" East, 135.06 feet from the southerly line of Soscol Ferry Road as described in said Relinquishment Segment 1;

thence leaving said southwesterly right of way line northwesterly along a non-tangent curve concave southwesterly, having a radius of 233.00 feet from a radial bearing of North 39°03'23" East, through a central angle of 20°33'51", an arc distance of 83.63 feet;

thence North 71°30'27" West, 162.93 feet;
thence North 87°23'06" West, 61.30 feet;

thence westerly along a tangent curve concave northerly, having a radius of 525.00 feet through a central angle of 4°31'21", an arc distance of 41.44 feet to the westerly line of said Adjusted Parcel A;

thence along said westerly line, South 3°21'35" West, 31.10 feet to the **TRUE POINT OF BEGINNING**;

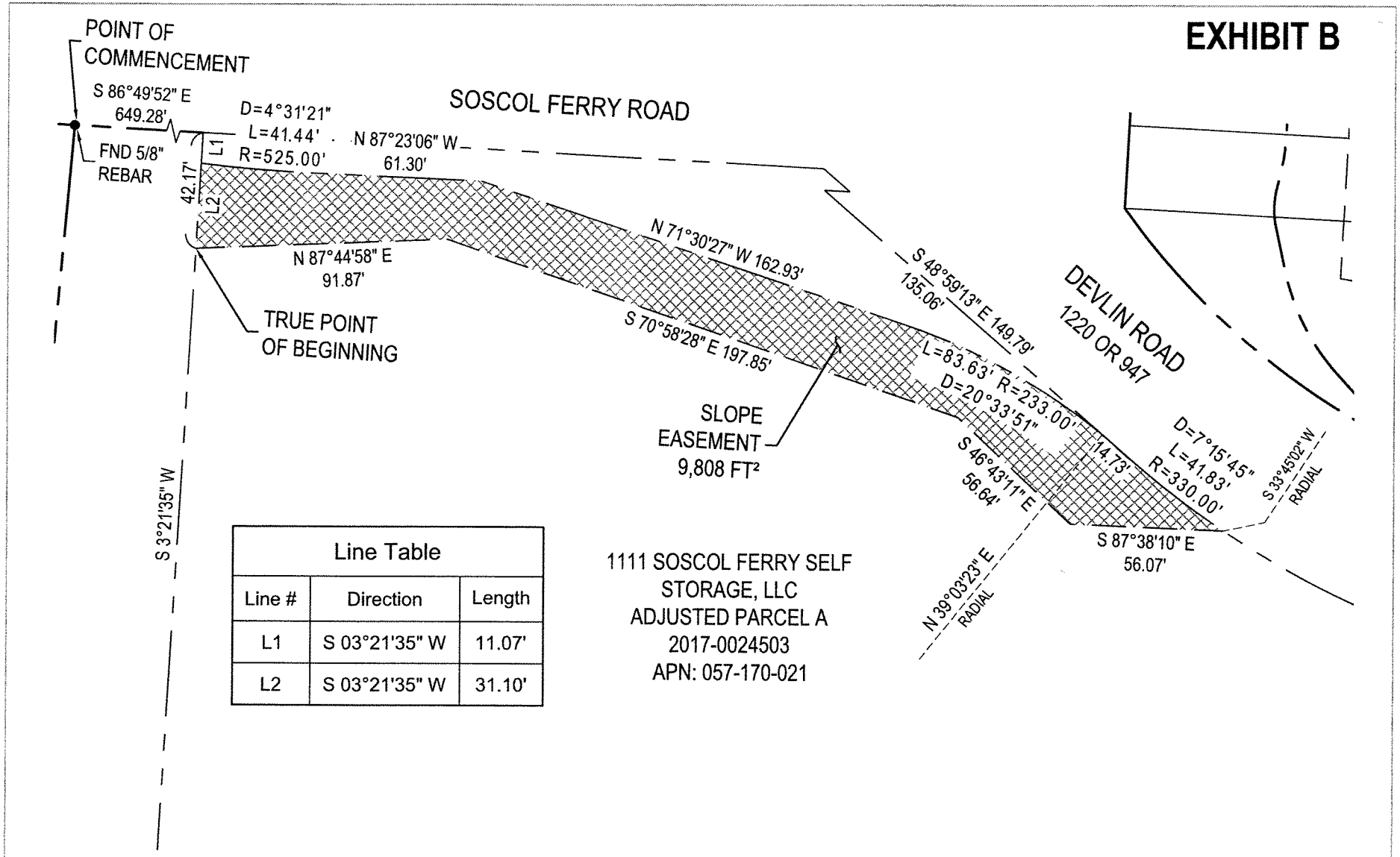
Containing an area of 9,808 sq. ft., more or less.

The Bearings shown hereon are based upon the North American Datum of 1983, NAD83 (2017.50). Rotate bearings hereon 0°03'28" to the left to match record bearings per said Parcel Map 14 PM 42-43 and said Document Number 2017-0024503. Distances shown hereon are ground distances.

7-17-23

Brian R. Howard PLS 7250 Date

EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S 03°21'35" W	11.07'
L2	S 03°21'35" W	31.10'

N

50' 0 50'

1 inch = 50' ft.

GHD

Napa County Public Works
Soscol Ferry Rd/Devlin Rd Roundabout

PLAT TO ACCOMPANY LEGAL DESCRIPTION

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

Filename: N:\US\Roseville\Projects\561\11222323\Tech\Survey\CAD 2016\11222323PLT02SE.dwg Plot Date: 10 October 2023 - 3:26 PM

Source:

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

Exhibit "C"

APN: 057-170-021 (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

GRANT OF TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **1111 SOSCOL FERRY SELF STORAGE, LLC, a California limited liability company** hereby GRANT(S) to **COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA.**

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" and as depicted in Exhibit "B," attached for construction and related purposes for the 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, to remove all improvements, trees, and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project 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: (a) 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.

Dated this 17th day of January, 2025

1111 SOSCOL FERRY SELF STORAGE, LLC
a California limited liability company

By: _____
David Moreland
Manager-Chief Executive Office

[PL No 124228]

CALIFORNIA 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 Napa }

On 1/17/2025 (Date) before me, Maria Pantoja notary (Here Insert Name and Title of the Officer),

personally appeared David Moreland (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.

MARIA PANTOJA
COMM. # 2410802
NOTARY PUBLIC • CALIFORNIA
NAPA COUNTY
Comm. Exp. AUG. 11, 2026

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 _____ (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: _____

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 or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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TEMPORARY CONSTRUCTION EASEMENT DEED
APN: 057-170-021 (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 TEMPORARY CONSTRUCTION EASEMENT DEED dated _____, _____, from SOSCOL FERRY SELF STORAGE, LLC, a California limited liability Company, 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 _____, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

_____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: March 12, 2025 *[PL No 128518]*	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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.

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: _____

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: _____

©2017 National Notary Association

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

All that certain real property situated in the unincorporated area of the County of Napa, State of California, being a portion of the parcel of land described in that Corporation Grant Deed to 1111 Soscol Ferry Self Storage, LLC recorded November 1, 2017 as Document Number 2017-0024503 in the office of the Napa County Recorder 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 northeasterly corner of Parcel 2 as shown on Map No. 3812 entitled "Parcel Map of the Lands of Marcella E. McCauley and Helen G. Stefance" filed April 12, 1985 in Book 14 of Parcel Maps at Pages 42 and 43 in the office of the Napa County Recorder;

thence along the northerly line of said 1111 Soscol Ferry Self Storage parcel along a curve concave southerly having a radius of 375.00 feet from a radial bearing of North 3°05'56" West, through a central angle of 2°56'48", an arc distance of 19.29 feet the **TRUE POINT OF BEGINNING**;

thence from said **TRUE POINT OF BEGINNING** continuing along said northerly line easterly along said curve concave southerly, having a radius of 375.00 feet, through a central angle of 22°59'22", an arc distance of 150.47 feet

thence leaving said northerly line South 22°55'19" West, 40.00 feet;

thence westerly along a non-tangent curve concave southerly, having a radius of 335.00 feet from a radial bearing of North 22°56'13" East, through a central angle of 22°59'28", an arc distance of 134.42 feet;

thence North 0°03'15" West, 40.00 feet to the **TRUE POINT OF BEGINNING**.

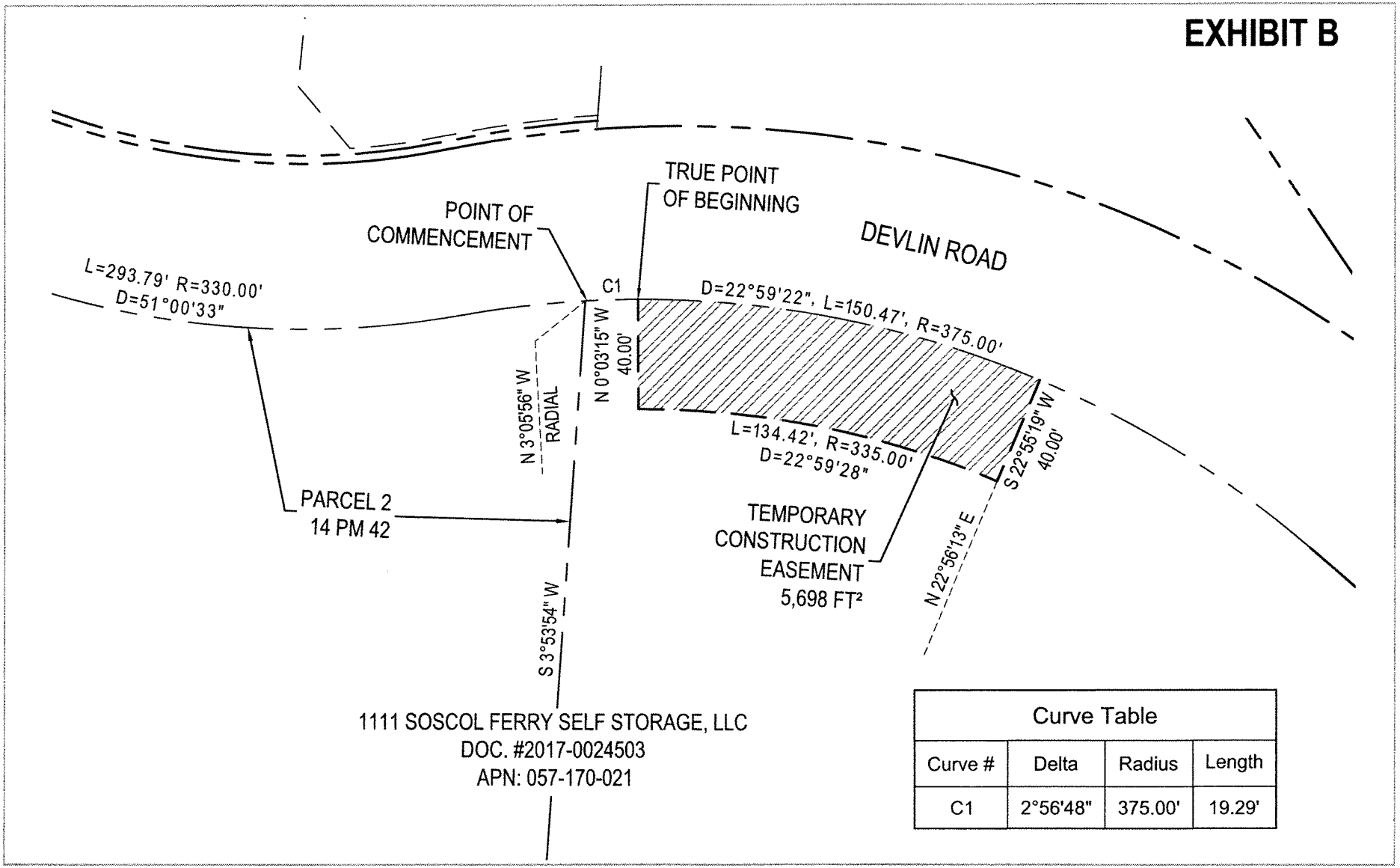
Containing an area of 5,698 sq. ft., more or less.

The Bearings shown hereon are based upon said Parcel Map 14 PM 42-43 and said Document Number 2017-0024503. Distances shown hereon are ground distances.

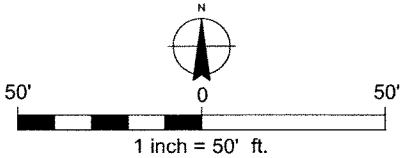
7-17-23

Brian R. Howard PLS 7250 Date

EXHIBIT B



Curve Table			
Curve #	Delta	Radius	Length
C1	2°56'48"	375.00'	19.29'



GHD

Napa County Public Works
Soscol Ferry Rd/Devlin Rd Roundabout

PLAT TO ACCOMPANY LEGAL DESCRIPTION

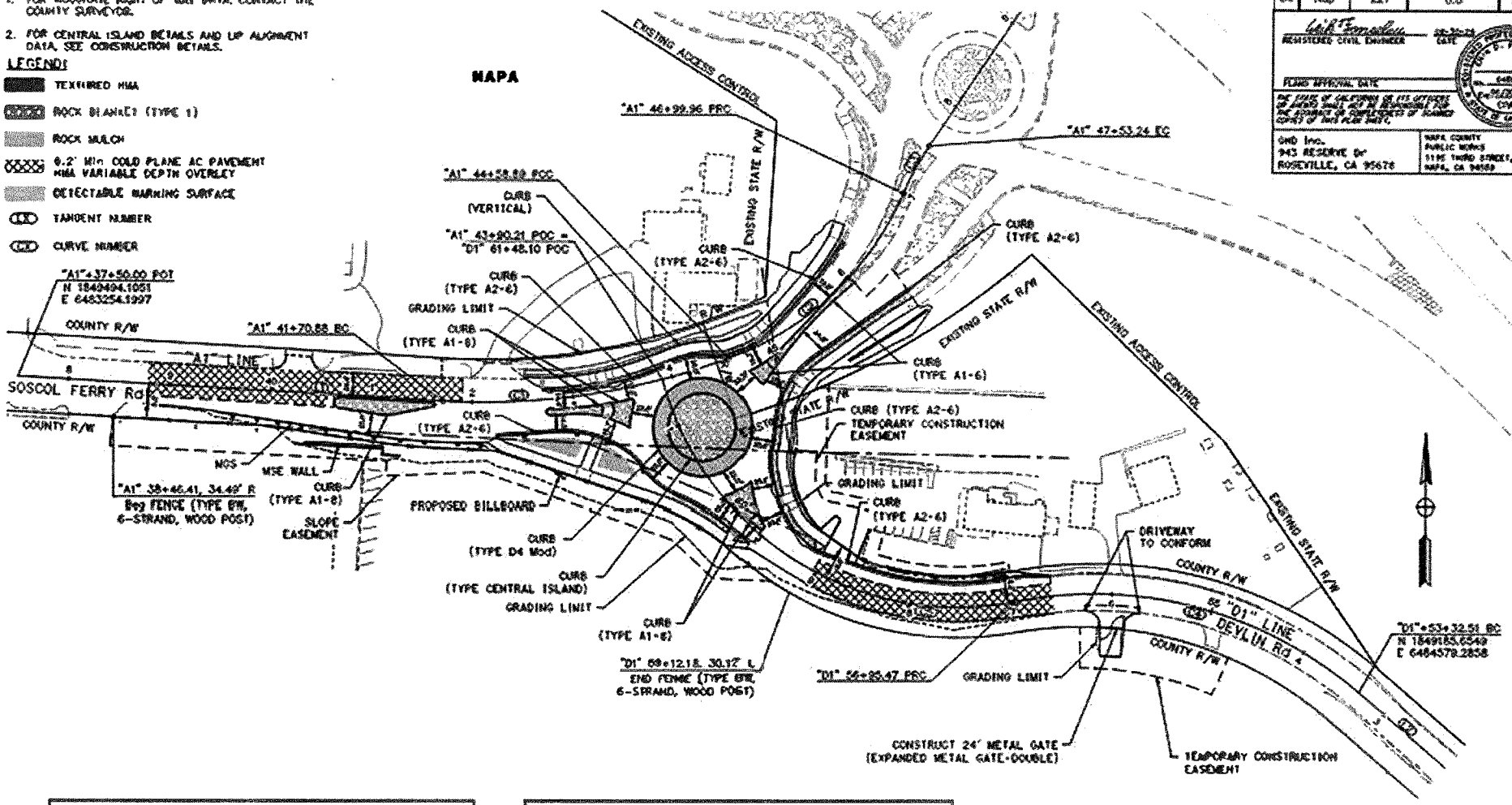
Project No. **11222323**
Report No. **000**
Date **06/15/2022**

NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT THE COUNTY SURVEYOR.
2. FOR CENTRAL ISLAND DETAILS AND LIP ALIGNMENT DATA, SEE CONSTRUCTION DETAILS.

LEGEND:

- TEXTURED HMA
- ROCK BLANKET (TYPE 1)
- ROCK MULCH
- 0.2' Min COLD PLANE AC PAVEMENT HMA VARIABLE DEPTH OVERLEY
- DETECTABLE WARNING SURFACE
- (XX) TANGENT NUMBER
- (CX) CURVE NUMBER



04	Nap	221	0.0	9	57

REGISTERED CIVIL ENGINEER — DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR CONSEQUENCES OF ANY CHANGES MADE IN THESE PLANS BY ANYONE OTHER THAN THIS OFFICE.

GHD Inc.
943 RESERVE Dr
ROSEVILLE, CA 95678

NAPA COUNTY PUBLIC WORKS
1195 THIRD STREET, ROOM 10
NAPA, CA 94559

REVISED BY	DATE REVISED
JMV	3-1-23

CALCULATED/DESIGNED BY: JORGE VANEGAS-BORJAN
CHECKED BY: ERIC TRAHN
CONSULTANT FUNCTIONAL SUPERVISOR: ERIK O. FANSELAU

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

AUGNMENT DATA "A1" LINE						
No.	R	Δ	T	L	N	E
C1	700.00'	023°34'27"	146.07'	288.01'	1849470.536	6483674.416
C2	300.00'	048°02'32"	127.47'	251.08'	1848513.186	6483887.202
C3	300.00'	010°10'30"	26.71'	53.28'	1849674.380	6484127.729
L1	-	S86°47'23"E	-	420.88'		

AUGNMENT DATA "D1" LINE						
No.	R	Δ	T	L	N	E
C4	600.00'	061°59'27"	195.05'	362.98'	1849185.655	6484579.256
C5	300.00'	098°28'48"	281.95'	452.63'	1849274.983	6484240.215
L2	-	N49°14'45"W	-	605.41'		

Exhibit "D"

LAYOUT

SCALE: 1" = 50'

L-1

Exhibit "E"

First American Title Company of Napa

FIRST AMERICAN TITLE COMPANY OF NAPA

FIRST LOOK CHECKLIST

Will any of the following situation potentially affect your transaction:

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

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

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

Thank you for helping First American Title Company of Napa serve you better.

1700 Second Street, Napa, CA 94559 (707) 254-4500
1361 Main Street, St. Helena, CA 94574 (707) 963-7151

First American Title
Company of Napa

ORDER NO: **00147306-LC**
UPDATED REPORT #: 1

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) 226-9346

Property Address:
1111 Soscol Ferry Rd
.Napa, CA 94559
Assessor's Parcel Number:
057-170-021
Buyer/Borrower:
County of Napa

Seller/Owner:
1111 Soscol Ferry Self Storage, LLC

Direct Escrow Inquiries to Escrow Officer:
Liz Cooper
Email: LCooper@FirstAmNapa.com

Direct Title Inquiries to:
Kevin Dornbush
Email: KDornbush@FirstAmNapa.com
Reference Number:

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

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

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

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

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

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

Dated as of November 27, 2024 at 7:30 A.M.

By: _____
Authorized Signatory

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:

1111 SOSCOL FERRY SELF STORAGE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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.

EXHIBIT A

LEGAL DESCRIPTION

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

Commencing at the northwesterly corner of Parcel 2 shown on Map No. 3812 entitled "Parcel Map of the Lands of Marcella E. McCauley and Helen G. Stefance" filed April 12, 1985 in Book 14 of Parcel Maps at pages 42 and 43 in the office of the Napa County Recorder; thence along the north line of said Parcel 2 South 86°53'20" East for 649.28 feet to the TRUE POINT OF BEGINNING; thence leaving the north line of said Parcel 2 South 3°18'07" West for 332.96 feet, more or less, to a point of the south line of said Parcel 2; thence along the south lines of said Parcel 2 the following six courses:

South 73°21'00" East for 286.86 feet,
South 69°09'00" East for 105.00 feet,
North 86°47'16" East for 55.18 feet,
North 86°42'00" East for 98.43 feet,
South 40°52'00" East for 44.80 feet,
North 88°57'33" East for 103.04 feet to the southeasterly corner of said Parcel 2, said southeasterly corner being the southwesterly corner of the lands described in the Grant Deed to 1111 Soscol Ferry Self Storage, LLC, recorded April 10, 2017 as Series Number 2017-0008350 in said Recorder's Office; thence along the south, east and north lines of said lands of 1111 Soscol Ferry Self Storage, LLC the following six courses:

North 85°55'28" East for 97.86 feet,
North 87°22'54" East for 103.90 feet,
North 35°20'54" East for 157.50 feet,
North 72°35'54" East for 51.55 feet,
North 49°20'39" West for 75.20 feet,
Along a curve to the left having a radius of 375.00 feet through a central angle of 43°45'19" (shown as 43°45'17" on said deed to 1111 Soscol Ferry Self Storage, LLC) an arc length of 286.37 feet to the northwesterly corner of said lands of 1111 Soscol Ferry Self Storage, LLC, said northwesterly corner being the northeasterly corner of said Parcel 2; thence along the north line of said Parcel 2 the following four courses;

Continuing along the a curve to the left having a radius of 375.00 feet through a central angle of 06°59'44" an arc length of 45.79 feet, to the beginning of a curve to the right having a radius of 330.00 feet through a central angle of 51°00'33" for 293.79 feet, North 49°05'09" West for 149.78 feet, North 86°53'20" West for 227.27 feet, to the True Point of Beginning;

APN: 057-170-021

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
   First Installment : $9,497.16
   Second Installment : $9,497.16
   Tax Rate Area : 72117
   A. P. No. : 057-170-021

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. The terms and provisions contained in the document entitled "Agreement to Annex" recorded March 27, 1970 as Book 825 at page 708 of Official Records.

4. Abutter's rights of ingress and egress to or from Highway 12-29 have been relinquished in the document recorded March 22, 1973 as Book 904 at page 130 of Official Records.

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 at page 130 of Official Records.

6. An easement for drainage and incidental purposes, recorded March 30, 1978 as Book 1075 at page 11 of Official Records.
   In Favor of : State of California

7. Abutter's rights of ingress and egress to or from State Highway 12-29 have been relinquished in the document recorded March 30, 1978 as Book 1075 at page 11 of Official Records.

8. 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 at page 11 of Official Records.

9. The merger and consolidation of underlying lots, parcels or portions thereof, pursuant to Section 1093 of the California Civil Code, as contained in the Lot-line Adjustment deed recorded November 1, 2017 as Series Number 2017-0024503 of Official Records.

10. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number 2008-0018850 of Official Records.

11. Water rights, claims or title to water, whether or not shown by the Public Records.

12. Rights of parties in possession.

13. With respect to 1111 Soscol Ferry Self Storage, LLC, we will require a full copy of the operating agreement and any amendments, together with an affidavit signed by the managing member(s) stating that it is a true copy and that there have been no further amendments. Other requirements may be made following the review of such documents.

-END OF EXCEPTIONS-

Information Notes:

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

First Installment	:	$9,316.25 Paid
Second Installment	:	$9,316.25 Paid
Tax Rate Area	:	72001
A. P. No.	:	057-170-021

b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.

c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.

d. The County Recorder may charge an additional $20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.

e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.

f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

Lenders Supplemental Report:

g. This report contemplates the issuance of a Lender's Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.

h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Commercial Building, commonly known as: 1111 Soscol Ferry Rd .Napa, CA 94559

i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE

December 5, 2024
Kevin

Dornbush/kt

First American Title Company of Napa

ORDER NO: **00147306-LC**
UPDATED REPORT #: 1

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

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

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.

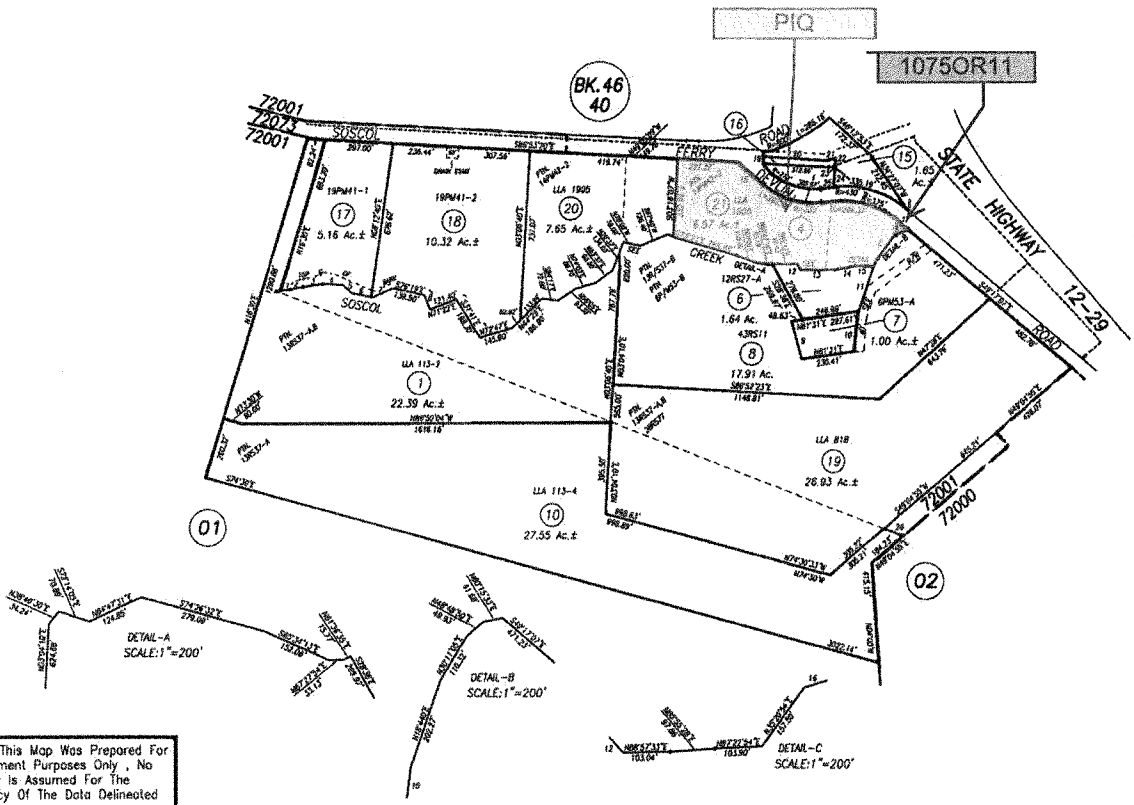
COUNTY ASSESSOR'S PARCEL MAP

PTN. SEC 35, T.5N., R.4W. M.D.B.&M.

Tax Area Code 72001

57-17

57-01



1.	N77°26'E	49.40'
2.	N80°02'E	51.30'
3.	N81°01'E	88.30'
4.	S80°39'E	87.90'
5.	S48°13'E	56.30'
6.	S79°54'E	94.00'
7.	N65°58'E	91.30'
8.	S72°25'E	62.80'
9.	N15°53'29"W	198.30'
10.	S07°00'48"W	171.22'
11.	S18°44'W	206.45'
12.	N40°52'W	44.80'
13.	N88°14'W	135.20'
14.	S80°45'W	86.00'
15.	S87°00'W	87.90'
16.	N77°32'54"E	57.55'
17.	N49°26'39"W	75.00'
18.	N49°05'09"W	149.28'
19.	N93°13'E	42.00'
20.	N88°47'W	300.45'
21.	S70°24'33"W	16.00'
22.	N19°35'27"W	30.00'
23.	S70°24'33"E	22.30'
24.	S04°30'14"W	80.60'
25.	R=430'	L=56.00'
26.	N88°29'20"W	80.24'

	4-22-92
	4-28-92
	3-25-93
	4-3-93
170-08 RS	3-6-14
170-20 & 21 LLA	11-1-17
REVISION	DATE

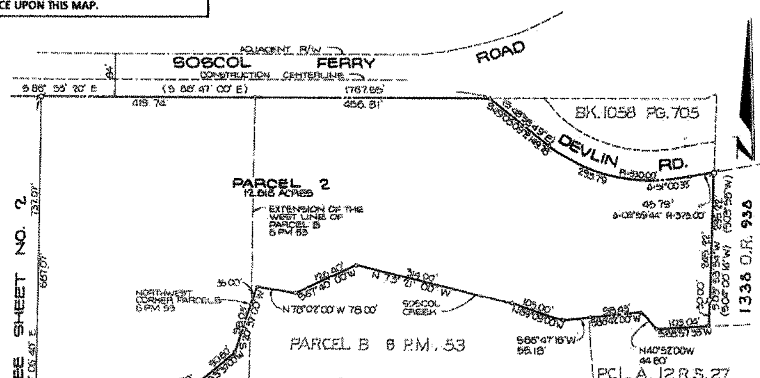
1984

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

57-17

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.

14 PM 42/43



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDENTICAL TO THE WEST LINE OF PARCEL "A" AS SHOWN ON 13 R.S. 37 BEING N16°30'00"E, AND WAS ESTABLISHED BY MONUMENTS FOUND AS SHOWN.

NOTES:

1.) TOTAL ACREAGE INCLUDED IN THIS PARCEL IS 28.093 AC.
2.) ALL DISTANCES ALONG CURVED LINES ARE ARC LENGTHS.
3.) AN EASEMENT FOR LEACH LINES RECORDED IN BOOK 1099, PAGE 856 AFFECTS THE EASTERLY PORTION OF THIS PROPERTY.
4.) AN AVIGATION EASEMENT AFFECTING AIRSPACE ABOVE THIS PROPERTY IS RECORDED IN BOOK 1372, PAGE 974.

LEGEND

( ) RECORD PER 13 R.S. 37
( ) RECORD PER CAL TRANS RIGHT OF WAY RECORD MAPS R-25.9, R-25.11 & R-25.12A
SET 3/4" REBAR TAGGED L.S. 4752
FOUND MONUMENT AS SHOWN
NOTHING FOUND OR SET

SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BILL STADLEY IN DECEMBER 1984. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS WITH THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

MICHAEL R. WILLIAMS
L.S. 4752
DATE: [illegible] 1985

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE: April 12, 1985 [signature] COUNTY SURVEYOR

JOB NO. 84-12-159 TWAC.

COUNTY CLERK'S TAX ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT THE OWNERS OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION HAVE FILED A BOND TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES AGAINST ANY PART THEREOF WHICH ARE A LIEN THEREON, BUT NOT YET PAYABLE.

SIGNED: JANICE E. NORTON COUNTY CLERK OF NAPA COUNTY, STATE OF CALIFORNIA
SIGNED: [signature] BY DEPUTY

CERTIFICATE OF THE TAX COLLECTOR

I HEREBY CERTIFY THAT ACCORDING TO MY RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE), AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION.

DATE 4/10/85
SIGNED: Isabelle R. Bussell COUNTY TAX COLLECTOR SIGNED: [signature] DEPUTY

RECORDER'S CERTIFICATE

FILED THIS 18th DAY OF April, 1985, AT [illegible] M. IN BOOK 14 OF PARCEL MAPS, AT PAGE 42-43 AT THE REQUEST OF [illegible] FILE NO. [illegible] FEE: [illegible]

SIGNED: Eleanor E. Kimbrough COUNTY RECORDER
SIGNED: [signature] DEPUTY

OWNER'S CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THEY ARE THE ONLY ENTITY HAVING ANY RECORD TITLE IN THE LAND INCLUDED WITHIN THE COUNTY OF NAPA, CALIFORNIA DESIGNATED UPON THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF MARCELLA E. McCAULEY AND HELEN G. STEFANCE" AND THEY DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF SHE HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 26 DAY OF MARCH 1985.

SIGNED: [signature] MARCELLA E. McCAULEY

IN WITNESS THEREOF SHE HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 26 DAY OF MARCH 1985.

SIGNED: Helen G. Stefance HELEN G. STEFANCE

STATE OF CALIFORNIA } S.S.
COUNTY OF NAPA

ON THIS 26 DAY OF MARCH, 1985, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARCELLA E. McCAULEY, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL:

SIGNED: M. Brealy

STATE OF CALIFORNIA } S.S.
COUNTY OF NAPA

ON THIS 26 DAY OF MARCH, 1985, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED HELEN G. STEFANCE, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL:

SIGNED: M. Brealy

TRUSTEE CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED IN BOOK 1379, PG 242 ALL OF OFFICIAL RECORD.

STATE OF CALIFORNIA } SS.
COUNTY OF NAPA

ON THIS ____ DAY OF ________, 1985, BEFORE ME THE UNDERSIGNED NOTARY IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ________ AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON THAT EXECUTED THE WITHIN INSTRUMENT AS ________ OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED IT.

SIGNED: ________

PARCEL MAP OF THE LANDS OF MARCELLA E. McCAULEY AND HELEN G. STEFANCE

BEING A PORTION OF PARCEL "B" AS SHOWN ON MAP NO. 1520 BOOK 13 OF SURVEYS PAGE NO. 37, SEC. 35 T.5N. R.4W. M.D.B.&M. VOL. 1164, PAGE 562 N.C.R.

COUNTY OF NAPA, STATE OF CALIFORNIA
APRIL, 1985 SHEET 1 OF 2 SCALE 1" = 100'

MAP NO. 3812

GLENN F. WILLIAMS CIVIL ENGINEERING & SURVEYING
6020 RUTLAND DR. STE. 19 · CARMICHAEL · CALIFORNIA

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:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	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.