



First Nationwide Title
An AmTrust Financial Company

March 1, 2019

Mary E. Laidlaw
CEMEX, Inc.
1501 Belvedere Road, 5th Floor
West Palm Beach, FL 33406

RE: Title Number FN-32302 / 60246-CA
Deal Name: Eliot Quarry
Premises: Pleasanton, CA

Dear Mary,

With reference to the above captioned matter, enclosed herewith please find the Commitment of Title Insurance.

If you have any questions regarding same, please contact our office. We look forward to working with you on this transaction.

Thank you.



First Nationwide Title
An AmTrust Financial Company

Underwriting/Legal/Clearance

Debra Paoli	646-386-2671	debra.paoli@amtrustgroup.com
Adam Theo	646-870-1947	adam.theo@amtrustgroup.com
Cynthia Kern	646-870-1943	cynthia.kern@amtrustgroup.com
Mariely Clarkson	646-870-1944	mariely.clarkson@amtrustgroup.com
Michael Scott	646-386-2688	michael.scott@amtrustgroup.com
Josephine Cimino	516-686-9858	josephine.cimino@amtrustgroup.com
Judy Hand	516-686-9859	judyann.hand@amtrustgroup.com
Lisa Aguilar	832-764-8538	Lisa.Aguilar@amtrustgroup.com

Orders/Client Services

Sharon Wheatman	646-386-2673	sharon.wheatman@amtrustgroup.com
Lisa Gahn	516-265-1619	lisa.gahn@amtrustgroup.com

Surveys

Steven Batalion	646-870-1941	yisroel.batalion@amtrustgroup.com
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Fundings

Vanessa Robins	646-386-2666	vanessa.robins@amtrustgroup.com
Debra Paoli	646-386.2671	debra.paoli@amtrustgroup.com

Post-Closing/Recording

Sharon Wheatman	646-386-2673	sharon.wheatman@amtrustgroup.com
Steven Batalion	646-870-1941	yisroel.batalion@amtrustgroup.com

ESCALATED MATTERS

Debra Paoli	646-386-2671	debra.paoli@amtrustgroup.com
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ALTA Commitment

COMMITMENT FOR TITLE INSURANCE

Issued by Old Republic National Title Insurance Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:
Old Republic Title Company
524 Gibson Drive
Roseville, CA 95678

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Officer or Agent

By

President

Attest

Secretary



ALTA Commitment

SCHEDULE A

Escrow Reference: 2676014801
Customer Reference: FN-32302-CA

1. Effective Date: February 5, 2019, at 7:30 AM

2. Policy or Policies to be issued:

CLTA Standard Coverage Policy -1990
Amount: Amount to come.
Proposed Insured: To be determined

ALTA Loan Policy - 2006
Amount: Amount to come.
Proposed Insured: To be determined

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. Copies of the Policy forms should be read. They are available from the office which issued this Commitment.

3. The estate or interest in the land described or referred to in this Commitment is

Fee as to Parcel(s) One, Two Three, Five, Six, Seven, Eight, Ten, Eleven, Twelve, Fourteen through Twenty Four; and Easements as to Parcel(s) Four, Nine, Thirteen and Twenty-Two A

4. Title to the estate or interest in the land is at the Effective Date vested in:

Lonestar California, Inc., a Delaware corporation

5. The land referred to in this Commitment is described as follows:

PARCEL ONE:

Real Property situate in the City of Pleasanton, County of Alameda, State of California, being Parcel 1, as Parcel 1 is shown on the Map entitled "Parcel Map 8221", filed December 29, 2004, [Map Book 280, Pages 14 and 15](#), inclusive and the following described parcel:

Real Property situate in an unincorporated area of the County of Alameda, State of California, described as follows:

A portion of the parcel described in the Deed recorded under Recorder's Series No. [2004-572262](#), Alameda County Official Records, more particularly described as follows:

Beginning at the Northwest corner of said Parcel; thence along the Northeastern line of said parcel, South 62° 11' 17" East, 2966.26 to the most Eastern corner of said parcel; thence along the Eastern line of said parcel, South 00° 22' 06" West, 257.92 feet to the Southeast corner of said parcel; thence along the Southern line of said parcel, North 89° 21' 27" West, 1988.44 feet; thence leaving said Southern line, North 00° 38' 33" East, 50.00 feet to the southwestern corner of the parcel described in the deed recorded under Recorder's Series No. [2004-146933](#), Alameda County Official Records; thence along the Southern line of last said parcel, South 89° 21' 27" East, 411.48 feet to the Southeastern corner of last said parcel, said point being a point of cusp being on a curve to the right, having a radial which bears, South 00° 38' 33" West, a radius of 994.00 feet, and central angle of 39° 15' 15"; thence Northwesterly along the Northeastern line of last said parcel and said curve an arc distance of 681.00 feet; thence continuing along said line, North 50° 06' 12" West, 127.99 feet to a curve to the left, having a radius of 3040.00 feet and a central angle of 4° 19' 03"; thence along said curve an arc distance of 229.08 feet to a reverse curve, having a radius 810.00 feet and a central angle of 6° 06' 17"; thence along said curve an arc distance of 86.30 feet to a compound curve, having a radius of 965.00 feet and a central angle of 6° 53' 06"; thence along said curve an arc distance of 115.96 feet to the Western line of first said parcel (2004-572262); thence along said Western line, North 00° 32' 10" East, 984.66 feet to the point of beginning, pursuant to Certificate of Compliance and Boundary Adjustment, BA-12-05, recorded May 27, 2005, [Instrument No. 2005-219011](#), Alameda County Official Records.

APN: 946-4598-019 and 950-0006-003-09

PARCEL TWO:

A portion of Plot 27 of the Bernal portion of the Rancho El Valle de San Jose, as surveyed and determined in accordance with the Final Decree in Partition, in the Case of Bernal vs. Bernal in the District Court of the Third Judicial District, in and for the County of Alameda, State of California, dated April 1, 1869 and recorded in the Office of the County Recorder of the County of Alameda, April 12, 1869 in [Book 40 of Deeds, Page 315](#), described as follows:

Beginning at a point South 0° 30' West 30 links distant from the Northwestern corner of Plot 27 of the Bernal portion of the Rancho el Valle de San Jose; thence along a line parallel to the lines dividing Plots 21 and 27 of said Bernal portion of said Rancho, East 11.62 chains to a post in a fence on the Easterly bank of the Arroyo del Valle; thence along the line of said fence South 65-1/2° East 6.54 chains; thence South 70-1/2° East 1.81 chains; thence South 82-1/4° East 1.81 chains; thence South 69-3/4° East 4.36 chains; thence South 54-3/4° East 2.78 chains; thence South 66-3/4° East 7 chains; thence South 54-1/4° East 3.51 chains; thence South 38 1/2° East 2 chains; thence South 63° East 5.40 chains; thence South 52° East 8 chains; thence South 36-1/2° East 4 chains; thence South 53-3/4° East 7 chains; thence South 62-1/2° East 3.95 chains; thence South 67-1/2° East 4.64 chains; thence South 84-1/2° East 7.20 chains; thence South 53° East 2.07 chains to the Northerly corner of the land conveyed by Niels Rasmussen and Dora Rasmussen, his wife, to Clement C. Clay, by Deed dated January 3, 1893 and recorded in the Office of the County Recorder of the County of Alameda, January 21, 1893, in [Book 497 of Deeds, Page 387](#); thence along the Northeasterly boundary line of said land so conveyed by Niels Rasmussen and wife, as aforesaid South 53° East 1.53 chains; thence South 28-1/2° East 3.60 chains; thence South 16° East 3.08 chains to the Northwesterly corner of the tract of land conveyed by Carl Holm and Ida Holm, his wife, to C. C. Clay by Deed dated April 10, 1888 and recorded in the Office of the

County Recorder of the County of Alameda, April 18, 1888 in [Book 348 of Deeds, Page 4](#); thence along the Northeasterly boundary line of the tract conveyed by said Carl Holm and wife, as aforesaid, South 16° East 0.22 chains; thence leaving said Northeasterly boundary line of the tract conveyed by said Carl Holm and wife, South 19° 04' West 16.18 chains to a point in the Southerly boundary line of said last mentioned tract, said Southerly boundary line being also the Southerly boundary line of said Plot 27 of the Bernal portion of said Rancho, said point on said Southerly plot line being distant thereon West 26.45 chains from the Southeast corner of said Plot 27; thence along said Southerly boundary line West 12.00 chains to the Northeasterly line of Country Road No. 2065, said point being also the Southwesterly corner of the tract of land conveyed by Carl Holm and wife, to C. C. Clay, as aforesaid; thence along the Northeasterly line of said Country Road No. 2065, North 48-1/4° West 8.30 chains to the Southwestern corner of the tract of land conveyed by Niels Rasmussen and wife, Clement C. Clay, as aforesaid; thence North 48-1/2° West 5.32 chains; thence North 67-1/2° West 17 chains; thence North 50-3/4° West 14 chains; thence North 64° West 25.75 chains to the line dividing Plots 27 and 28 of the Bernal portion of the Rancho El Valle de San Jose; thence along said boundary line North 20.55 chains to the point of beginning.

Excepting therefrom that portion conveyed to the County of Alameda by Deed recorded April 19, 1985, [Series No. 076925](#), Alameda County Official Records.

Also excepting therefrom, that portion of the land granted to the City of Livermore, a municipal corporation, in the Grant Deed dated February 21, 2001 and recorded May 20, 2003 as [Instrument No. 2003-292844](#), Official Records, and the City of Livermore granted said portion of the land to the State of California, in the Grant Deed recorded March 1, 2007 as [Instrument No. 2007-089953](#), Official Records.

APN: 099-0290-011-07 (Portion)

PARCEL THREE:

A portion of Plot 27 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at a point in the Southeast corner of Plot 27 of the Bernal portion of the Rancho El Valle de San Jose, as surveyed and determined in accordance with the Final Decree in Partition in the Case of Bernal vs. Bernal in the District Court of the Third Judicial District in and for the County of Alameda, State of California dated April 1, 1869 and recorded April 12, 1869 in [Book 40 of Deeds, Page 315](#), said point being also the center line of County Road No. 2480; thence along the line dividing Plots 27 and 30 of the said Bernal portion of the Rancho El Valle de San Jose, West 1752.12 feet to the Southeast corner of that certain 195.84 acre tract of land described in the Agreement of Purchase and Sale, between Spring Valley Water Company, and F.M. Woods, Jr., dated May 1, 1992, said point being also the Northerly boundary line of County Road No. 2065; thence along the Easterly boundary line of said 195.84 acre tract, North 19° 04' East 1067.88 feet to a point in the Northeasterly boundary line of tract of land conveyed by Carl Holm and Ida Holm, his wife, to C.C. Clay, by Deed dated April 10, 1888 and recorded April 18, 1888 in [Book 348 of Deeds, Page 4](#); thence along the Northeasterly boundary line of the tract conveyed by said Carl Holm and wife, as aforesaid, South 45° 45' East 805.20 feet to a point in the West boundary of Lot 6 of Livermore Orchard Tracts, according to the Map thereof filed in the Office of the County Recorder of Alameda County, and of record in [Map Book 25, Page 91](#); thence along the West boundary of said Lot 6 and Lot 7 of said tract, South 343.83 feet to the Southwest corner of said Lot 7, said corner being also the Southwest corner of that certain 5.508 acre tract of land as conveyed by Spring Valley Water Company to S. Bothwell and Agnes Bothwell, his wife, by Deed dated November 8, 1921 and recorded January 12, 1922 in [Book 120 of Official Records, Page 372](#); thence along the Southerly boundary line of said 5.508 acre tract South 72° 53' 34" East 255.64 feet; thence North 89° 00' 45" East 386.23 feet; thence North 81° 20' 15" East 173.25 feet to a point in the Southeast corner of said 5.508 acre tract, said

point being also in the East boundary line of said Livermore Orchard Tracts; thence continuing North 81° 20' 15" East 25.30 feet to the Easterly boundary line of said Plot 27; thence South along said Easterly boundary line 64.88 feet to the point of beginning.

Excepting therefrom that portion conveyed to the State of California by Deed dated December 29, 1939 and recorded January 24, 1940 in [Book 3872 of Official Records, Page 188](#), and therein described as follows:

Commencing at the point of intersection of the center line of the Department of Public Works' Survey for the relocation of a portion of the State Highway from Mission San Jose to Livermore, Road IV, Ala-108-A and the Southerly line of said Plot 27, said point being Engineer's Station 545 52.05 of said survey, and distant South 89° 51' West 1247.86 feet from the Southeasterly corner of said Plot 27; thence from said point of commencement, along the Southerly line of said Plot 27, South 89° 51' West 85.82 feet to a line parallel with and 50 feet Northerly, at right angles, from the center line of said survey; thence along said parallel line, North 54° 13' East, 623.65 feet to the property line common to the lands, now or formerly, of the Pacific Coast Aggregates, Inc., and to the lands, now or formerly, of Samuel Bothwell, et ux; thence along said common party line South 0° 09' East 123.04 feet to a line parallel and 50 feet Southerly, at right angles, from the center line of said survey; thence along said parallel line South 54° 13' West 412.47 feet to the Southerly line of said Plot 27; thence along said Southerly line, South 89° 51' West 85.82 feet to the point of commencement.

Also excepting therefrom, that portion of the land granted to the City of Livermore, a municipal corporation, in the Grant Deed dated February 28, 2002 and recorded June 14, 2002 as [Instrument No. 2002-263747](#), Official Records.

APN: 099-0290-011-07 (Portion)

PARCEL FOUR:

A non-exclusive easement for the existence, passage and emanation of all natural or artificial noise, odors, vibrations, dust and illumination as may occur or result directly or indirectly from the Quarry operations, as described in the Grant of Easements recorded June 18, 1997 as [Instrument No. 97-151141](#), and recorded June 7, 2000 as [Instrument No. 2000-171763](#), and recorded May 8, 2003 as [Instrument No. 2003-270212](#), all of Official Records of Alameda County.

PARCEL FIVE:

Commencing in the Easterly line of Plot 8 of Bernal, portion of Rancho El Valle de San Jose, as said Plot is delineated upon that certain Map accompanying the Referee's Report in the Suit in Partition of the Rancho El Valle de San Jose and entitled 'Augustine Bernal vs. Juan Pablo Bernal, et al., Third District Court of the State of California, in and for the County of Alameda.' distant thereon North 0° 12' 27" East, 823.45 feet from the Southeasterly corner of said Plot 8 to a 3/4" iron pipe in the Northeasterly corner of that certain parcel of land conveyed by Reimer Stoeven and Catharina Stoeven, his wife. to Rhodes-Jamieson Company, a corporation by Deed recorded at [Book 1313 of Official Records of Alameda County at Page 434](#); thence along the Northerly line of said parcel conveyed to Rhodes-Jamieson Company, North 89° 34' 51" West, 955.11 feet to the True Point of Beginning of this description; thence continuing along said Northerly line, North 89° 34' 51" West, 880.77 feet to a 3" iron pipe in a fence corner marking the Westerly terminus of said Northerly line; thence leaving said Westerly terminus of said Northerly line; thence running along an existing old fence line, North 0° 21' 41" West, 252.39 feet to a 2" x 2" redwood hub; thence North 89° 26' 26" West, 937.32 feet to a 3/4" iron pipe; thence along a 503.14 foot radius curve to the right through a central angle of 89° 27' 26" for an arc distance of 785.56 feet to a 3/4" iron

pipe; thence North 0° 01' 00" East, 851.83 feet to a 3/4" iron pipe; thence along a 503.14 foot radius curve to the right through a central angle of 65° 50' 00" for an arc distance of 578.11 feet to a 3/4" iron pipe; thence North 65° 51' 00" East, 286.49 feet to a 3/4" iron pipe in the Southerly line of Stanley Boulevard (66' wide); thence along said Southerly line of said Boulevard, North 82° 14' 00" East, 1784.08 feet; thence leaving said Southerly line of said Boulevard and running parallel with said Easterly line of said Plot 8 hereinabove mentioned, South 0° 12' 27" West, 2440.36 feet to the True Point of Beginning.

Excepting therefrom the real property conveyed by Chemical Bank, as Trustee to the County of Alameda, by Deed dated May 24, 1973 and recorded on November 13, 1973, [Series No. 73-151648](#), in the Office of the Recorder of the County of Alameda, State of California.

And excepting therefrom the real property conveyed by Chemical Bank, as Trustee, to Lone Star Industries, Inc., by Deed dated June 4, 1976 and recorded on September 27, 1976, [Reel 4539, Image 207](#), in the Office of the Recorder of the County of Alameda, State of California.

PARCEL SIX:

Commencing in the Easterly line of Plot Number 8 of Bernal, portion of Rancho El Valle de San Jose, as said Plot is delineated upon that certain Map accompanying the Referee's Report in Suite in Partition of the Rancho el Valle de San Jose and entitled: "Augustine Bernal vs. Juan Pablo Bernal, et al, Third District Court of the State of California in and for the County of Alameda", distant thereon North 0° 12' 27" East 829.45 feet from the Southeasterly corner of said Plot Number 8 to a 3/4" iron pipe in the Northeasterly corner of that certain parcel of land conveyed by Reimer Stoeven and Catharina Stoeven, his wife, to Rhodes-Jamieson Company, a corporation, by Deed recorded at [Book 1313 of Official Records of Alameda County at Page 434](#); thence along the Northerly line of said parcel conveyed to Rhodes-Jamieson Company, North 89° 34' 51" West, 477.555 ft. to the true point of beginning of this description; thence North 0° 12' 27" East, 638.50 feet, thence South 89° 34' 51" East, 477.555 feet, thence South 0° 12' 27" West, 638.50 feet, thence North 89° 34' 51" West 477.555 feet, to the True Point of Beginning.

PARCEL SEVEN:

Portion of Plot 8 as described and so designated in the Decree of Partition of the Rancho El Valle de San Jose, a certified copy of which decree is recorded in [Book 40 of Deeds, Page 315](#), Alameda County Records, described as follows:

Commencing in the Easterly line of said Plot Number 8 of Bernal, portion of Rancho El Valle de San Jose, distant thereon North 0° 12' 27" East, 829.45 feet from the Southeasterly corner of said Plot Number 8 at a 3/4" iron pipe in the Northeasterly corner of that certain parcel of land conveyed by Reimer Stoeven and Catharina Stoeven, his wife, to Rhodes-Jamieson Company, a corporation, by Deed recorded at [Book 1313 of Official Records of Alameda County at Page 434](#); thence along the Northerly line of said parcel conveyed to Rhodes-Jamieson Company, North 89° 34' 51" West, 955.11 to the true point of beginning of this description; thence North 0° 12' 27" East, 638.50 feet; thence South 89° 34' 51" East, 477.535 feet; thence South 0° 12' 27" West, 638.50 feet; thence North 89° 34' 51" West 477.555 feet, to the true point of beginning.

APN: 904-0006-001-18 and 946-1350-010-05

PARCEL EIGHT:

A portion of Plot 8 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at the Southeast corner of said Plot 8 of Bernal portion of Rancho El Valle de San Jose, as shown upon the Map accompanying the Referee's Report in the Suit in Partition of the Rancho El Valle de San Jose entitled "Augustine Bernal vs. Juan Pablo Bernal, et al., Third District Court of the State of California, in and for the County of Alameda," said point of beginning also being the Southeast corner of that certain 253.5 acre tract of land conveyed to Reimer Stoeven, by Deed recorded in [Book 308, Deeds, Page 447](#); thence along the Southern boundary line of said lands of Stoeven, West 3499.93 feet to the Southwest corner thereof, the bearing of said southerly boundary line being taken as West for the purpose of making this description; thence along the Westerly boundary line of said lands of Stoeven, North 0° 06' 30" West, 2919.06 feet to the Northwest corner thereof on the Southerly line of County Road No. 1530; thence along said Southerly line of County Road 1530, North 82° 06' 30" East, 795.87 feet; thence leaving said Southerly line of County Road No. 1530, South 65° 43' 30" West, 286.49 feet; thence on the arc of a curve to the left tangent to last mentioned course the radius of which is 503.14 feet, a distance of 578.11 feet; thence tangent to said curve South 0° 06' 30" East 850.65 feet; thence on the arc of a curve to the left, tangent to last mentioned course, the radius of which a 503.14 feet, a distance of 785.46 feet; thence tangent to said curve South 89° 33' 15" East 936.70 feet; thence South 0° 28' 15" East 262.59 feet; thence South 89° 43' 30" East 1836.00 feet to a point on the Easterly line of the hereinbefore mentioned lands of Stoeven; thence along said Easterly line of lands of Stoeven, being also the Easterly line of the hereinbefore mentioned Plot 8 of the Rancho El Valle de San Jose, South 0° 04' 30" West, 819.45 feet to the point of beginning.

Excepting therefrom that portion thereof conveyed to the County of Alameda, by Deed recorded September 7, 1972, [Reel 3225 of Official Records, Image 886](#), Series No. 122811.

Also excepting therefrom that portion thereof conveyed to East Bay Regional Park District, by Deed recorded September 11, 1972, [Reel 3227 of Official Records, Image 718](#), Series No. 123869.

PARCEL NINE:

A non-exclusive easement for ingress and egress, as reserved in the Deed by Lone Star Industries, Inc., a Delaware corporation to East Regional Park District, recorded September 11, 1972 in [Reel 3227, Image 718](#), Series No. 72-123869, Official Records.

APN: 904-0006-002 and 946-1350-008-12

PARCEL TEN:

Portion of Plot 7 of the Bernal Portion of the Rancho El Valle De San Jose, described as follows:

Beginning at a point on the Southern line of the County Road leading from Pleasanton to Livermore, known as County Road No. 1530, distant thereon Easterly, 1207.80 feet from the intersection thereof with the Western boundary line of said Plot 7; thence leaving said County Road, South 0° 16' West, 1870.55 feet to the Northern boundary line of the land conveyed by J.J. Scrivner to Southern Pacific Company, by Deed recorded December 23, 1908, [Book 1569, Deeds, Page 20](#); thence along said line, South 79° 23' East, 1926.75 feet to the Eastern boundary line of said Plot 7; thence Northerly along said line, 2451.12 feet to the Southern line of the County Road leading from Pleasanton to Livermore, known as County Road No. 1530; and thence along said line, South 82 - 1/4° West, 1929.18 feet to the point of beginning.

Excepting therefrom, the following portions thereof:

(A) Described in Deed to the County of Alameda, recorded September 7, 1972, Series No. 122811, [Reel](#)

[3225 OR Image 886](#).

(B) Described in the Deed to East Bay Regional Park District, recorded September 11, 1972, Series No. 12869, [Reel 3227 OR Image 718](#).

PARCEL ELEVEN:

Portion of Plot 7 of the Bernal Parcel of the Rancho El Valle De San Jose, described as follows:

Beginning at a point on the Southern line of the County Road leading from Pleasanton to Livermore, known as County Road No. 1530, distant thereon Easterly, 1207.80 feet from the intersection thereof with the Western boundary line of said Plot 7; thence leaving said County Road, South 0° 16' West, 1870.55 feet to the Northern boundary line of the land conveyed by J.J. Scrivner to Southern Pacific Company by Deed recorded December 23, 1908, [Book 1569, Deeds, Page 20](#); thence along the last named line, South 79° 23' East, 1012.96 feet to the actual point of commencement; thence South 0° 37' 42" West, 634.51 feet to the Southern line of said Plot 7; thence along the last named line, South 89° 30' East, 935.6 feet, more or less, to the Eastern line of said Plot 7; thence along the last mentioned line, Northerly 467 feet, more or less, until intersected by a line drawn South 79° 23' East from the actual point of commencement; thence North 79° 23' West, 950 feet, more or less, to the actual point of commencement.

PARCEL TWELVE:

A portion of the Bernal Portion of the Rancho El Valle De San Jose, described as follows:

Beginning at the Southwest corner of Plot 7 of the Bernal Portion of the Rancho El Valley De San Jose; thence along the Northern line of said Plot 4, South 89° 30' East, 60.55 chains to the East line of said Plot 4; thence along the Eastern line of said Plot 4, South 0° 30' West, 33.13 chains to the North line of the 29.84 acre tract of land conveyed to John E. Stover, by Deed recorded February 6, 1885, in [Book 281 of Deeds, Page 406](#); thence South 84° 45' West, 10.39 chains to the Northeastern line of the 34.17 acre tract conveyed to John E. Stover, recorded January 28, 1885, in Book 280 of Deeds, Page 448; thence North 46° 30' West, 21.21 chains; thence North 54° 30' West, 9.76 chains; thence North 65° 30' West, 4.52 chains; thence North 76° West, 7.50 chains; thence North 59° West, 4.00 chains; thence North 62° 45' West, 8.70 chains; thence North 89° 30' West, 1.52 chains; thence North 0° 30' East, 3.45 chains to the point of beginning.

Excepting therefrom, the following portions thereof:

(A) Described in Deed to the City of Pleasanton, recorded April 7, 2004, Series No. [2004-146918](#), Official Records of Alameda County.

(B) Described in the Deed to the City of Pleasanton, recorded April 7, 2004, Series No. [2004-146919](#), Official Records of Alameda County.

PARCEL THIRTEEN:

A non-exclusive easement for the existence, passage and emanation of all natural or artificial noise, odors, vibrations, dust and illumination as described in the Grant of Easements recorded June 30, 2004, Series No. [2004-298389](#) and December 16, 2004, Series No. [2004-556389](#), both of Official Records of Alameda County.

APN: 946-1350-009-19

PARCEL FOURTEEN:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at a point on the line dividing Plot 4 and 9 of the Rancho El Valle de San Jose, distant thereon southerly 7.37 chains from the northwest corner of said Plot 9; and thence South along said dividing line 10.39 chains; thence East 9.23 chains; thence North 3.44 chains; thence North 53° West 11.55 chains to the point of beginning.

PARCEL FIFTEEN:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at the northwest corner of Plot 9 of the Rancho El Valle de San Jose; and thence East along the North line of said Plot 9, 12.2743 chains; thence South 17.76 chains; thence West 3.0443 chains; thence North 3.44 chains; thence North 53° West 11.55 chains to the West line of said Plot 9; thence North along said last named line 7.37 chains to the point of beginning.

PARCEL SIXTEEN:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at a point on the Northern line of Plot 9, of the Bernal portion of the Rancho El Valle de San Jose, herein referred to, distant easterly on said line 12.2743 chains or 810.1038 feet from the Northwestern corner of said Plot 9; thence Easterly along said line of said Plot 9, a distance of 5.6307 chains or 371.6262 feet; thence Southerly at a right angle 17.76 chains or 1172.16 feet; thence Westerly at a right angle 5.6307 chains or 371.6262 feet; and thence Northerly at a right angle 17.76 chains or 1172.16 feet to the point of beginning.

PARCEL SEVENTEEN:

Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at a point in the Northern line of Plot 9 of the Rancho El Valle de San Jose, East 17.905 chains distant from the Northwest corner of said Plot 9; thence along the Northern line of said Plot 9 East 8.675 chains; thence South 17.76 chains; thence West 8.675 chains; thence North 17.76 chains to the place of beginning.

PARCEL EIGHTEEN:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, and a portion of that certain piece or parcel of land conveyed to C. Lilienthal by E. Schween, firstly described in Deed dated November 17, 1910, [Book 1801 of Deeds, Page 349](#), Alameda County Records, described as follows:

Beginning at the Southwest corner of that certain 50 acre tract of land conveyed to C. Lilienthal, herein referred to, said point of beginning being on the center line of a 40 foot road; and thence along the

Westerly line of said 50 acre tract, North 1173.48 feet (the bearing of said Westerly line being taken as North for the purpose of making this description) to the Northwest corner of said 50 acre tract; thence along the North line of said 50 Acre tract, East 149.43 feet; thence leaving said North line South 30° 38' 30" East 1305.25 feet; thence North 89° 58' East 620.46 feet; thence South 0° 02' East 50 feet to a point on the center line of the aforesaid 40 foot road, and on the Southerly boundary line of said 50 acre tract conveyed to C. Lilienthal; thence along said center line of said 40 foot road, and along the Southerly boundary line of said 50 acre tract South 89° 58' West 1435.17 feet to the point of beginning.

PARCEL NINETEEN:

A portion of Plot 9 of the Bernal. Portion of the Rancho El Valle de San Jose, described as follows:

Beginning at a point on the Southwestern corner of a 25 acre lot conveyed by W. P. Bartlett and Franzis Schweer to W. C. Wright by Deed bearing date October 10, 1883; and thence North 58° West 6.09 chains to a stake; thence North 68-1/2° West 13 chains to a stake; thence North 49-1/4° West 7 chains to a stake; thence North 73-1/2° West 299 feet; thence North 140.10 feet to the center line of said road 40 feet wide, said last named course being at right angles to said center line of said road; thence East along said center line of said road 1768 feet; thence South 16 chains to the point of beginning.

PARCEL TWENTY:

That parcel of land in the Township of Murray, County of Alameda, State California, described as follows:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Beginning at the Southwesterly corner of a tract of land conveyed to Dr. Strong of San Francisco by Deed recorded March 21, 1888 in Book 347 of Deeds, Page 18; thence running North along said tract, 141 feet to the center of a road; thence along the center of said road, West 476 feet; thence Southeasterly 493 feet to the point of beginning.

PARCEL TWENTY-ONE:

All the real property located within Plots 9 and 10 of the Bernal portion of the Rancho El Valle de San Jose, as shown on the Map to accompany the Decree of Partition as recorded April 12, 1869 in [Book 40 of Deeds, Pages 315-342](#), Alameda County Records, within Murray Township, Alameda County, California being described as follows:

Commencing at the northwesterly corner of the property transferred to Lilienthal and described in the Indenture recorded November 17, 1910 in [Book 1801 of Deeds at Page 349](#), Alameda County Records; thence along the Northerly line of said Lilienthal property, East 149.43 feet to the true point of beginning; thence continuing along said Northerly line, East 740.89 feet to the Southeastern corner of Plot 8, thence continuing along said Lilienthal property line and along the Easterly line of Plot 8, North 200.00 feet; thence along a line being parallel with and 200.00 feet Northerly of and measured at right angles to the easterly extension of said Northerly line, east 892.97 feet to intersect the Northerly extension of the Easterly line of the said Lilienthal property; thence along said Northerly extension and along said Easterly line, South 00° 30' 00" West, 400.02 feet to intersect a second line being parallel with and 200.00 feet Southerly of and measured at right angles to the said Easterly extension of said Northerly line; thence along last said parallel line, West 1511.89 feet to intersect the Northeasterly line of the property described in the Indenture to Rhodes-Jamieson & Company recorded December 19, 1924 in [Book 879 of Official Records, Page 206](#), Alameda County Records; thence along said Northeasterly line, North 30° 38' 30" West, 232.48 feet to the true point of beginning.

PARCEL TWENTY-TWO:

Those parcels of land in the Township of Pleasanton, County of Alameda, State of California, described as follows:

A portion of Plot 9 of the Bernal portion of the Rancho El Valle de San Jose, and also being portions of the 116.90 and 68.09 acre tracts conveyed to Ruby Hill Viney and Company by Deed dated July 2, 1894, described as follows:

Beginning at a point on the Western boundary line of Plot No. 9 of the Bernal Subdivision of the Rancho El Valle de San Jose, distant thereon North 24.43 chains from the Southwestern corner thereof; and thence along said Western boundary line North 14.53 chains to the Northwestern corner of that certain 116.90 acre tract, heretofore conveyed by John Crellin and Delina Crellin, his wife, to Ruby Hill Vineyard Company, by Deed dated July 2, 1894 and recorded in [Book 546 of Deeds, Page 357](#), in the Office of the Recorder of the said County of Alameda; thence along the Northern boundary line of said 116.90 acre tract and the Northern boundary line of that certain 68.09 acre tract also described in the aforesaid Deed, East 13.78 chains, South 73° 30' East 12 chains, South 49° 15' East 7 chains; South 68° 30' East 10 chains to the Northeastern corner of the said 68.09 acre tract; thence along the Eastern boundary line of the said 68.09 acre tract South 23.56 chains; and thence North 62° 40' West 44.93 chains to the point of beginning.

PARCEL TWENTY-TWO A:

A non-exclusive easement for the existence, passage and emanation of all natural or artificial noise, odors, vibrations, dust and illumination as described in the Grant of Easements recorded June 30, 2004, Series No. [2004-298389](#) and December 16, 2004, Series No. [2004-556389](#), both of Official Records of Alameda County.

PARCEL TWENTY-THREE:

Portions of Plots 9 and 28 of the Bernal portion of the Rancho El Valle de San Jose, described as follows:

Commencing at the point of intersection of the Western line of County Road #2041, with the Northern boundary line of that certain 89.11 acre tract of land heretofore conveyed by Ernest Schween, sometimes written Ernst Schween, and Meta Schween, his wife, to Ernest Schween Company, by Deed dated December 22, 1904 and recorded in [Book 1035 of Deeds, Page 35](#), in the Office of the Recorder of the said County of Alameda, and distant North 79° West 0.61 of a chain from the Northeastern corner of said 89.11 acre tract; and thence along the said Northern boundary line of said tract, North 79° West 8.39 chains; North 71° West 4 chains; North 58° West 29 chains; North 68° 30' West 3.03 chains to the Northeastern corner of that certain 85.09 acre tract of land heretofore conveyed by Ruby Hill Vineyard Company to Grant Gravel Company, by Deed dated June 25, 1913 and recorded in [Book 2183 of Deeds, Page 145](#), in the Office of the Recorder of the said County of Alameda; thence along the Eastern boundary line of the said 85.09 acre tract of land and the lands of the said Ruby Hill Vineyard Company, South 26.59 chains to the Northern line of the County Road #2065; thence along the Northern line of the said County Road South 89° 30' East 2.17 chains; South 64° 15' East 41.42 chains to its intersection with the Western line of County Road #2500; and thence along the said line of County Road #2500 and Western line of County Road #2041, North 25.20 chains to the point of commencement.

Excepting therefrom that portion thereof described in the Deed from Pacific Coast Aggregates, Inc., a corporation, to Pacific Gas and Electric Company, a corporation, dated February 1, 1945 and recorded

February 27, 1945 in [Book 4658 of Official Records, Page 418](#), and therein described as follows:

In Rancho El Valle de San Jose (Bernal) bounded by a line which begins at most Southerly corner of the 94.85 acre parcel conveyed by California Building Materials Company to Pacific Coast Aggregated, Inc., by Deed dated October 20, 1931 and recorded in [Book 2670 of Official Records, Page 446](#); and thence Northerly along Easterly boundary line of said 94.85 acre parcel 60 feet; thence Westerly perpendicularly to said Easterly boundary line 30 feet; thence Southerly parallel with said Easterly boundary line to Southwesterly boundary line of said 94.85 acre parcel; thence Southeasterly along said Southwesterly boundary line to point of beginning.

Also excepting therefrom that portion conveyed to the County of Alameda by Deed recorded April 19, 1985, [Series No. 076925](#), Alameda County Official Records.

Also excepting therefrom that portion conveyed to the City of Livermore, a municipal corporation, by Deed recorded May 20, 2003 as [Instrument No. 2003-292845](#), Alameda County Official Records.

APN: 950-0006-004-05; 904-0008-001-02 and 904-0008-001-03

PARCEL TWENTY-FOUR:

All that real property located within Plots 9 and 10 of the Bernal portion of the Rancho El Valle de San Jose, as shown on the Map to accompany the Decree of Partition as recorded April 12, 1869 in [Book 40 of Deeds, Pages 315-342](#), Alameda County Records, within Murray Township, Alameda County, California being described as follows:

Beginning at the Northeasterly corner of the first described parcel in the Indenture recorded November 17, 1910 in [Book 1801 of Deeds at Page 349](#), Alameda County Records; thence, along the Northerly prolongation of the East line of said first described parcel, 100.00 feet; thence, parallel with the North line of said Plot 9, Easterly 285.00 feet; thence parallel with said East line, Southerly 850.02 feet; thence West 385.00 feet, thence, North 450 feet; thence East 100.00 feet, to said East line; thence along said East line 300.02 feet to the point of beginning.

APN: 904-0008-005-05

This Commitment is not valid without SCHEDULE A and SCHEDULE B.

SCHEDULE B

Escrow Reference: 2676014801

Customer Reference: FN-32302-CA

I. REQUIREMENTS:

1. This Company will Require Payment of the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. This Company will Require that it be provided with the following matters :The name/s of the proposed insured/s, the policy requirement and the policy amount/s..
3. This Company will Require Payment of all Title and Policy premiums, fees and charges.
4. This Company will Require Payment of Taxes and Assessments, general and special, for Fiscal Year 2018-2019 as due and payable for APNs: 946-4598-019; 950-0006-003-09; 950-0006-001-05; 099-0290-011-07; 904-0006-002; 904-0006-001-18; 946-1350-009-19; 946-1350-009-12; 946-1350-010-05; 904-0008-001-02; 904-0008-001-03 and 904-0008-002-05.
5. This Company will Require that it be provided with the following matters : A duly authorized and executed Deed to the proposed Buyer and/or Deed of Trust to the proposed insured Lender in recordable order, for inspection and recordation.
6. Satisfactory evidence furnished to this Company:
 - a) as to the due formation and continued existence of Lonestar California, Inc., a Delaware corporation as a legal entity under the laws of Delaware; and
 - b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.
7. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
8. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

9. The Company reserves the right to change the form policy of title insurance and make additional requirements and/or exceptions to this commitment.

SCHEDULE B continued

Escrow Reference: 2676014801

Customer Reference: FN-32302-CA

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

THE FOLLOWING MATTERS AFFECTS PARCEL ONE:

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	946-4598-019	
Bill No.	:	454331-00	
Code No.	:	75-016	
1st Installment	:	\$726.22	Marked Paid
2nd Installment	:	\$726.22	Marked Paid
Land Value	:	\$122,499.00	

A portion

3. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	950-0006-003-09	
Bill No.	:	457163-00	
Code No.	:	75-004	
1st Installment	:	\$85.80	Marked Paid
2nd Installment	:	\$85.80	NOT Marked Paid
Land Value	:	\$14,725.00	

The remainder

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. (1) Any adverse claim based upon the assertion that:
- (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Arroyo del Valle, or has been formed by accretion to any such portion.

(2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Arroyo del Valle.

6. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.

7. Any easement for water course over that portion of said land lying within the banks of Arroyo del Valle and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.

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

9. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Vineyard Avenue.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Grant of Right of Way For Electric Transmission Line
Granted To	:	Pacific Gas and Electric Company, a California corporation, its successors and assigns
For	:	A single line of poles and wires suspended for the transmission and distribution of electricity
Recorded	:	August 9, 1919 in Book 2802 of Deeds, Page 98 under Recorder's Serial Number S-28977
Affects	:	A portion of the land

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Standard Grant of Right of Way For Electric Transmission Lines
Granted To : Pacific Gas and Electric Company, a California corporation, its successors and assigns
For : A single line of poles and such wires for the transmission and distribution of electricity and for private telephone and telegraph purposes
Recorded : [February 15, 1943 in Book 4347 of Official Records, Page 184 under Recorder's Serial Number QQ 7484](#)
Affects : A Northerly portion of the land

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Standard Grant of Right of Way For Electric Transmission Lines
Granted To : Pacific Gas and Electric Company, a California corporation, its successors and assigns
For : A single line of poles and such wires for the transmission and distribution of electricity and for private telephone and telegraph purposes
Recorded : [February 15, 1943 in Book 4335 of Official Records, Page 250 under Recorder's Serial Number QQ 7486](#)
Affects : A Northerly portion of the land

13. Williamson Act – Land Conservation contract, as follows:

City/County : Alameda
Landowner : Estate of Ernest Ferrario, Thelma F. Garin, Executrix, and Romarita M. Simoni, Executrix
Recorded : [February 26, 1976 in Book 4272 of Official Records, Page 180 under Recorder's Serial Number 76-29035](#)
Contract/File No : 1974-10

Affects a portion of the land

14. Williamson Act – Land Conservation contract, as follows:

City/County : Alameda
Landowner : Lonestar California, Inc., a Delaware corporation
Recorded : [February 27, 1976 in Book 4274 of Official Records, Page 343 under Recorder's Serial Number 76-29983](#)
Contract/File No : 1974-10

Affects a portion of the land

A Notice as follows:

Entitled : Notice of Nonrenewal
By : Lonestar California, Inc., a Delaware corporation
Dated : September 24, 1998
Recorded : [December 16, 1998 in Official Records under Recorder's Serial Number 98-442382](#)

15. Agreement for : Development
Executed By : City of Pleasanton
and Between : Lonestar California, Inc., a Delaware corporation

On the terms, covenants and conditions contained therein,

Recorded : [June 5, 2003 in Official Records under Recorder's Serial Number 2003-326530](#)

Note: Reference is made to said instrument for full particulars.

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
Granted To : Pacific Gas and Electric Company, a California corporation
For : Public utility
Recorded : [October 28, 2003 in Official Records under Recorder's Serial Number 2003-644044](#)
Affects : As described therein

Upon the terms and conditions contained therein.

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Storm Drain Easement
Granted To : City of Pleasanton, a California municipal corporation
For : Storm drain
Dated : August 20, 2002
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146917](#)
Affects : As described therein

Upon the terms and conditions contained therein.

18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Storm Drain Easement
Granted To : City of Pleasanton, a California municipal corporation
For : Storm drain
Dated : August 14, 2002
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146934](#)
Affects : As described therein

Upon the terms and conditions contained therein.

19. Terms and provisions as contained in an instrument,

Entitled : Certificate of Completion
Executed By : Mona Palacios, Executive Officer of LAFCO
Dated : October 7, 2008
Recorded : [October 13, 2008 in Official Records under Recorder's Serial Number 2008-298621](#)

Note: Reference is made to said instrument for full particulars.

20. A Notice as follows:

Entitled : Notice of Reclamation Plan Approval
By : James D. Gilford
Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

Returned to
Address : Alameda County
Community Development Agency/NPS
224 West Winton Avenue, Room 205
Hayward, CA 94544-1215
Attn: James D. Gilford

21. Any interest in said land of CEMEX Construction Materials Pacific LLC as Mine Operation Records Owner, as disclosed by Notice of Reclamation Plan Approval
Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

THE FOLLOWING MATTERS AFFECT PARCELS TWO, THREE AND FOUR:

22. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	099-0290-011-07	
Bill No.	:	271738-00	
Code No.	:	64-005	
1st Installment	:	\$33,600.64	Marked Paid
2nd Installment	:	\$33,600.64	NOT Marked Paid
Land Value	:	\$5,649,653.00	

23. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

24. (1) Any adverse claim based upon the assertion that:
- (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Arroyo del Valle, or has been formed by accretion to any such portion.

(2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Arroyo del Valle.

25. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.

26. Any easement for water course over that portion of said land lying within the banks of Arroyo del Valle and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.

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

28. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Alden Lane, Holmes Street and Isabel Avenue.

29. Water or water rights as reserved in the instrument,

Entitled : Deed
By and Between : Spring Valley Water Company, a California corporation
Dated : May 1, 1922
Recorded : [June 11, 1931 in Book 2617 of Official Records, Page 98 under Recorder's Serial Number BB 33690](#)

Affects Parcel Two

30. Water or water rights as reserved in the instrument,

Entitled : Deed
By and Between : Spring Valley Water Company, a California corporation
Dated : October 20, 1933
Recorded : [October 26, 1933 in Book 2967 of Official Records, Page 385 under Recorder's Serial Number DD-42839](#)

Affects Parcel Three

31. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Recorded : [January 24, 1940 in Book 3872 of Official Records, Page 188 under Recorder's Serial Number MM-4111](#)

32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Standard Grant of Right of Way For Electric Transmission Lines
Granted To : Pacific Gas and Electric Company, a California corporation
For : A single line of wood poles and such wires for transmission and distribution of electricity and for private telephone and telegraph purposes
Recorded : [January 25, 1943 in Book 4299 of Official Records, Page 422 under Recorder's Serial Number QQ 4111](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

Agreement for : Consent to Common Use
Executed By : Pacific Gas and Electric Company
and Between : State of California, acting by and through its Department of
Transportation

On the terms, covenants and conditions contained therein,

Recorded : [March 1, 2007 in Official Records under Recorder's Serial Number 2007-089955](#)

33. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
For : A line of poles with such wires for the transmission of electric energy
and for communication purposes
Recorded : [March 27, 1957 in Book 8323 of Official Records, Page 565 under Recorder's Serial Number AM31419](#)
Affects : Parcel Three

Upon the terms and conditions contained therein.

34. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
For : A line of poles with such wires for the transmission of electric energy
and for communication purposes
Recorded : [May 13, 1959 in Book 9025 of Official Records, Page 105 under Recorder's Serial Number AQ 56487](#)
Affects : Parcel Three

Upon the terms and conditions contained therein.

35. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
For : Suspend, replace, remove, maintain and use such crossarms, wires
and cables for the transmission of electric energy and for
communication purposes
Recorded : [May 15, 1962 in Reel 583 of Official Records, Image 609 under Recorder's Serial Number AT64747](#)
Affects : Parcel Three

Upon the terms and conditions contained therein.

36. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a municipal corporation
For : Storm drains
Recorded : [October 13, 1967 in Book 2055 of Official Records, Page 447 under Recorder's Serial Number AZ104588](#)
Affects : Parcel Three

37. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Dated : February 11, 1985
Recorded : [April 19, 1985 in Official Records under Recorder's Serial Number 85-076925](#)

Affects Parcel Two

38. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : County of Alameda
For : Storm drain
Dated : April 4, 1989
Recorded : [May 19, 1989 in Official Records under Recorder's Serial Number 89-136311](#)
Affects : Parcels Two and Three

The easement is quitclaimed to City of Livermore, a municipal corporation, by Quitclaim Deed recorded August 25, 2005 as [Instrument No. 2005-365398](#), Official Records.

39. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : RMC Lonestar, a general partnership
Dated : June 15, 1989
Recorded : [June 15, 1989 in Official Records under Recorder's Serial Number 89-161287](#)

Note: Reference is made to said instrument for full particulars.

40. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication
To : City of Livermore, a California municipal corporation
For : Storm drain
Recorded : [March 31, 1995 in Official Records under Recorder's Serial Number 95-069022](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

41. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Drainage Easement
Granted To : Fifty Eight Acres, Inc. and 309 Corp., a California corporations
For : Drainage
Dated : November 21, 1996
Recorded : [June 18, 1997 in Official Records under Recorder's Serial Number 97-151140](#)
Affects : Parcels Two and Three

Upon the terms and conditions contained therein.

42. Matters as contained or referred to in an instrument,

Entitled : Grant of Easement
Executed By : 309 Corp., a California corporation and Fifty Eight Acres, Inc., a California corporation
Dated : November 21, 1996
Recorded : [June 18, 1997 in Official Records under Recorder's Serial Number 97-151141](#)
Returned to Address : Affects Parcel Four

Note: Reference is made to said instrument for full particulars.

43. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication of Storm Drain Easement
To : City of Livermore, a California municipal corporation
For : Storm drain
Dated : April 24, 1997
Recorded : [August 16, 1997 in Official Records under Recorder's Serial Number 97-208612](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

44. The "Effect" of a Record of Survey Map, R/S No. 1267, filed on June 30, 1999 in [Map Book 23, Pages 74-76](#), Alameda County records.

45. Matters as contained or referred to in an instrument,

Entitled : Grant of Easement
Executed By : Greystone Homes, Inc., a Delaware corporation
Dated : May 25, 2000
Recorded : [June 7, 2000 in Official Records under Recorder's Serial Number 2000-171763](#)
Returned to
Address : Affects Parcel Four

Note: Reference is made to said instrument for full particulars.

46. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication of Storm Drain Easements, Grant of Temporary Construction Easement and Agreement Relating to Drainage Improvements
To : Greystone Homes Inc., Northern California Division, a Delaware corporation and City of Livermore, a California municipal corporation
For : Storm drain
Dated : August 14, 2000
Recorded : [August 30, 2000 in Official Records under Recorder's Serial Number 2000-261507](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

47. Agreement for : Drainage Improvements
Executed By : RMC Pacific Materials, Inc., a Delaware corporation, by and through
its wholly-owned subsidiary,
Lonestar California, Inc., a Delaware corporation
and Between : Greystone Homes Inc., Northern California Division, a Delaware
corporation and City of Livermore, a California municipal corporation

On the terms, covenants and conditions contained therein,

Dated : August 14, 2000
Recorded : [August 30, 2000 in Official Records under Recorder's Serial Number 2000-261507](#)

Note: Reference is made to said instrument for full particulars.

48. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Memorandum of Agreement
Granted To : Sprint Spectrum L.P., a Delaware limited partnership
For : Rights of access to the property and to electrical and telephone
facilities serving the property
Dated : April 21, 2000
Recorded : [November 20, 2000 in Official Records under Recorder's Serial Number 2000-344337](#)
Affects : As described therein

49. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a municipal corporation
For : Public Utility
Dated : September 20, 2001
Recorded : [January 4, 2002 in Official Records under Recorder's Serial Number 2002-004425](#)
Affects : Parcel Two

50. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication
To : City of Livermore, a municipal corporation
For : Public Utility
Dated : April 16, 2002
Recorded : [November 7, 2002 in Official Records under Recorder's Serial Number 2002-513054](#)
Affects : Parcel Two

51. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a municipal corporation
For : Storm drain
Dated : March 23, 2000
Recorded : [January 28, 2003 in Official Records under Recorder's Serial Number 2003-052490](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

52. Matters as contained or referred to in an instrument,

Entitled : Grant of Easement
Executed By : Standard Pacific Corp., a Delaware corporation
Dated : April 25, 2003
Recorded : [May 8, 2003 in Official Records under Recorder's Serial Number 2003-270212](#)

Affects Parcel Four

Note: Reference is made to said instrument for full particulars.

53. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a California municipal corporation
For : Storm drain
Dated : July 22, 2002
Recorded : [May 20, 2003 in Official Records under Recorder's Serial Number 2003-292846](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

54. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a municipal corporation
For : Temporary construction easement
Recorded : [June 2, 2003 in Official Records under Recorder's Serial Number 2003-316329](#)
Affects : Parcel Three

Upon the terms and conditions contained therein.

55. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : California Water Service Company, a California public utility water corporation
For : Water line
Dated : December 5, 2003
Recorded : [November 8, 2004 in Official Records under Recorder's Serial Number 2004-499540](#)
Affects : Parcel Two

Upon the terms and conditions contained therein.

56. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Livermore Recreation and Park District
For : Trail easement
Dated : April 16, 2002
Recorded : [April 4, 2005 in Official Records under Recorder's Serial Number 2005-131491](#)
Affects : Parcel Two

57. A Notice as follows:

Entitled : Notice of Reclamation Plan Approval
By : James D. Gilford
Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)
Returned to
Address : Alameda County
Community Development Agency/NPS
224 West Winton Avenue, Room 205
Hayward, CA 94544-1215
Attn: James D. Gilford

58. Any interest in said land of CEMEX Construction Materials Pacific LLC as Mine Operation Records Owner, as disclosed by Notice of Reclamation Plan Approval
Dated : June 10, 2014
Recorded : June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581

59. Agreement for : Possession and Use
Executed By : State of California Department of Transportation
and Between : RMC Pacific Materials, LLC, a Delaware limited liability company, successor-in-interest to Lonestar California, Inc., a Delaware corporation

On the terms, covenants and conditions contained therein,

Dated : November 17, 2014
Recorded : [February 5, 2015 in Official Records under Recorder's Serial Number 2015-037855](#)

Said matter affects this and other property

Note: Reference is made to said instrument for full particulars.

60. Any interest in said land of RMC Pacific Materials, LLC, a Delaware limited liability company as Successor-in-interest to Lonestar California, Inc., a Delaware corporation, as disclosed by Memorandum of Possession and Use Agreement
 Dated : November 17, 2014
 Recorded : [February 5, 2015 in Official Records under Recorder's Serial Number 2015-037855](#)

THE FOLLOWING MATTERS AFFECT PARCELS FIVE THROUGH NINE:

61. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	904-0006-001-18	
Bill No.	:	425072-00	
Code No.	:	64-005	
1st Installment	:	\$20,997.24	Marked Paid
2nd Installment	:	\$20,997.24	NOT Marked Paid
Land Value	:	\$3,500,369.00	

Affects Parcels Six, Seven and a portion of Parcel Five

62. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	946-1350-010-05	
Bill No.	:	443253-00	
Code No.	:	75-006	
1st Installment	:	\$4,486.43	Marked Paid
2nd Installment	:	\$4,486.43	NOT Marked Paid
Land Value	:	\$771,915.00	

Affects a portion of Parcel Five

63. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	904-0006-002	
Bill No.	:	425073-00	
Code No.	:	64-005	
1st Installment	:	\$10,329.88	Marked Paid
2nd Installment	:	\$10,329.88	NOT Marked Paid
Land Value	:	\$1,681,242.00	

Affects a portion of Parcel Eight

64. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	946-1350-009-12	
Bill No.	:	443245-00	
Code No.	:	75-006	
1st Installment	:	\$4,973.61	Marked Paid
2nd Installment	:	\$4,973.61	NOT Marked Paid
Land Value	:	\$855,933.00	

Affects a portion of Parcel Eight

65. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
66. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
67. Water rights, claims or title to water, whether or not shown by the public records.
68. The "Effect" of a Record of Survey Map, filed on June 23, 1969 in [Map Book 7, Page 61](#), Alameda County Records.
69. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Dated	:	August 11, 1972
Recorded	:	September 7, 1972 in Reel 3225 of Official Records, Image 886 under Recorder's Serial Number 72-122811

70. Terms and provisions as contained in an instrument,

Entitled	:	Corporation Grant Deed
Executed By	:	Lone Star Industries, Inc., a Delaware corporation
Dated	:	August 22, 1972
Recorded	:	September 11, 1972 in Book 3227 of Official Records, Page 718 under Recorder's Serial Number 72-123869

Affects Parcel Nine

71. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Dated : May 24, 1973
Recorded : [November 13, 1973 in Book 3552 of Official Records, Page 1 under Recorder's Serial Number 73-151648](#)

72. The "Effect" of a Record of Survey Map, filed December 6, 1982 in [Map Book 11, Pages 85-86](#), Alameda County Records.

73. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : RMC Lonestar, a general partnership
Recorded : [June 15, 1989 in Official Records under Recorder's Serial Number 89-161287](#)

Affects Parcel Eight and other property

Note: Reference is made to said instrument for full particulars.

74. The effect of Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement, License, Right of Way and Easement
Executed By : Kaiser Sand and Gravel Company, a Delaware corporation, and RMC Lonestar, a general partnership
Recorded : [March 7, 1994 in Official Records under Recorder's Serial Number 94-086780](#)

The location of the benefited property is not defined therein

Note: Reference is made to said instrument for full particulars.

75. The effect of Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : Kaiser Sand and Gravel Company, a Delaware corporation, and RMC Lonestar, a general partnership
Recorded : [May 24, 1995 in Official Records under Recorder's Serial Number 95-115338](#)

The location of the benefited property is not defined therein

Note: Reference is made to said instrument for full particulars.

76. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : RMC Pacific Materials, Inc., a Delaware corporation, by and through Lonestar California, Inc., a Delaware corporation, its wholly-owned subsidiary
Lessee : Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications
Disclosed by : Memorandum of Agreement
Dated : February 25, 2000
Recorded : [July 27, 2000 in Official Records under Recorder's Serial Number 2000-222113](#)

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

NOTE: The Lessor's interest under said lease or leases was assigned of record,

From : RMC Pacific Materials, Inc., a Delaware corporation
To : TCO Assets Land LLC, a Delaware limited liability company
Recorded : [February 10, 2010 in Official Records under Recorder's Serial Number 2010-038580](#)

Affects Parcels Five, Six and Seven

77. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : RMC Pacific Materials, Inc., a Delaware corporation, by and through Lonestar California, Inc., a Delaware corporation, its wholly-owned subsidiary
Dated : February 25, 2000
Recorded : [July 27, 2000 in Official Records under Recorder's Serial Number 2000-222113](#)

Note: Reference is made to said instrument for full particulars.

78. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : TCO Assets Land, LLC, a Delaware limited liability company and its successors and assigns
For : Ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and utility
Dated : February 3, 2010
Recorded : [February 10, 2010 in Official Records under Recorder's Serial Number 2010-038579](#)
Affects : Parcels Five, Six and Seven

Upon the terms and conditions contained therein.

79. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : TowerCo Assets LLC
Lessee : GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless
Disclosed by : Memorandum of Lease and Supplement Agreement
Dated : March 7, 2012
Recorded : [May 29, 2012 in Official Records under Recorder's Serial Number 2012-175656](#)

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

Affects Parcels Five, Six and Seven

80. A Notice as follows:

Entitled : Notice of Reclamation Plan Approval
 By : James D. Gilford
 Dated : June 10, 2014
 Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

Affects the lands and other property

81. Any interest in said land of CEMEX Construction Materials Pacific LLC as Mine Operation Records Owner, as disclosed by Notice of Reclamation Plan Approval

Dated : June 10, 2014
 Recorded : June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581

THE MATTERS AFFECT PARCELS TEN THROUGH THIRTEEN:

82. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	946-1350-009-19	
Bill No.	:	443250-00	
Code No.	:	75-005	
1st Installment	:	\$38,992.80	Marked Paid
2nd Installment	:	\$38,992.80	NOT Marked Paid
Land Value	:	\$5,595,754.00	
Imp. Value	:	\$1,084,116.00	

83. Supplemental taxes, general and special, for the fiscal year 2016 - 2017 (triggered by new construction on December 30, 2016) as follows:

Assessor's Parcel No.	:	946-1350-009-19	
Bill No.	:	668274-00	
1st Installment	:	(\$61.39)	Marked Paid
2nd Installment	:	(\$61.39)	Marked Paid

84. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

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

86. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.

87. Any easement for water course over that portion of said land lying within the banks of Arroyo del Valle and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.

88. Agreement for : Water Rights
Executed By : J.J. Scriver and Spring Valley Water Company
and Between : Spring Valley Water Company, a corporation

On the terms, covenants and conditions contained therein,

Recorded : [December 8, 1917 in Book 2638 of Deeds, Page 9 under Recorder's Serial Number R-41816](#)

The right of Spring Valley Water Company, a corporation, having been granted to the City and County of San Francisco, by document recorded March 3, 1930, [Book 2350, Page 1](#), Series No. AA-13399, Official Records.

Said matters affect Parcel Ten

89. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Transmission of Electricity
Recorded : [August 19, 1919 in Book 2793 of Deeds, Page 266](#)
Affects : A portion of Parcel Twelve

90. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Right of way for Electric Transmission Lines and Communication purposes
Recorded : [March 15, 1943 in Book 4354 of Official Records, Page 144 under Recorder's Serial Number QQ-12102](#)
Affects : A portion of Parcel Twelve

91. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Telephone and Telegraph Company and Pacific Gas and Electric Company
For : Pole lines and public utilities
Recorded : [December 1, 1950 in Book 6299 of Official Records, Page 218 under Recorder's Serial Number AE-108440](#)
Affects : A portion of Parcel Ten

92. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : County of Alameda, a political subdivision of the State of California
For : A public highway
Recorded : [April 23, 1959 in Book 9003 of Official Records, Page 257 under Recorder's Serial Number AQ-47223](#)
Affects : A portion of Parcel Ten

93. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : Pole Anchor, Guy Wires and Cables
Recorded : [November 14, 1961 in Book 452 of Official Records, Page 861 under Recorder's Serial Number AS-142014](#)
Affects : A portion of Parcel Twelve

94. Waiver of any claims for damages by reason of the location, construction or maintenance of the highway (portion of Stanley Boulevard) adjoining said property, as provided in the Deed;

To : The County of Alameda
Recorded : [September 7, 1972 in Book 3225 of Official Records, Page 886 under Recorder's Serial Number 1972-122811](#)

95. Terms and provisions as contained in an instrument,

Entitled : Deed
Executed By : East Bay Regional Park District
Recorded : [September 11, 1972 in Book 3227 of Official Records, Page 718 under Recorder's Serial Number 1972-123869](#)

(Affects a portion of Parcel Ten)

96. Lease upon the terms, covenants, and conditions contained therein,

Lessor : RMC Pacific Materials, Inc., a Delaware corporation, by and through Lonestar California, a Delaware corporation, its wholly-owned subsidiary
Lessee : Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications
Term : Five (5) Years Commencing on the date Lessee begins construction of Lessee Facilities or eighteen (18) months following full execution of the agreement whichever first occurs and terminating on the fifth anniversary of the commencement date with five (5) successive five (5) year options to renew
Recorded : [July 27, 2000 in Official Records under Recorder's Serial Number 2000-222113](#)

NOTE: Said lease contains an option to purchase.

NOTE: The Lessee's interest under said lease was assigned of record,

From : Nextel of California, Inc., a Delaware corporation
To : Tower Entity 7 LLC, a Delaware limited liability company
Dated : September 23, 2008
Recorded : [July 22, 2009 in Official Records under Recorder's Serial Number 2009-234928](#)

NOTE: The Lessee's interest under said lease was assigned of record,

From : SBA 2012 TC Assets Land, LLC, f/k/a TCO Asstes Land LLC, a Delaware limited liability company
To : SBA 2012 TC Assets, LLC, f/k/a TowerCo Assets LLC, a Delaware limited liability company
Dated : April 18, 2013
Recorded : [April 30, 2014 in Official Records under Recorder's Serial Number 2014-103726](#)

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

97. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : County of Alameda
For : To construct, maintain, operate, inspect and repair a structure for a public highway (traffic signal control components)
Recorded : [August 15, 2000 in Official Records under Recorder's Serial Number 2000-244581](#)
Affects : A portion of said premises

98. Agreement for : Development
Executed By : City of Pleasanton, a municipal corporation
and Between : Lonestar California, Inc., a Delaware corporation

On the terms, covenants and conditions contained therein,

Recorded : [June 5, 2003 in Official Records under Recorder's Serial Number 2003-326530](#)

99. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
For : To excavate for, construct, install, repair, reconstruct, replace (of the initial or any other size), remove maintain and use facilities for the transmission of electric energy and for communication purposes
Recorded : [October 28, 2003 in Official Records under Recorder's Serial Number 2003-644045](#)
Affects : A portion of said premises

100. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Storm Drain Easement
Granted To : City of Pleasanton, a municipal corporation
For : Maintain and use one storm drain
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146914](#)
Affects : A portion of the premises

101. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Storm Drain Easement
Granted To : The City of Pleasanton
For : Maintain and use one storm drain
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146915](#)
Affects : Portion of the premises

102. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Storm Drain Easement
Granted To : City of Pleasanton
For : Maintain and use one storm drain
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146916](#)
Affects : A portion of the premises

103. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : City of Pleasanton, a municipal corporation
For : Sanitary sewer easement
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146920](#)
Affects : A portion

104. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : City of Pleasanton
For : A mitigation easement
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146921](#)
Affects : A portion of the premises

105. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : Pacific Gas & Electric Company
For : Electrical tranmission and related purposes
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146922](#)
Affects : A portion of the premises

106. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : Pacific Gas and Electric Company
For : Electrical transmission and related purposes
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146923](#)
Affects : A portion of the premises

107. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : Pacific Gas and Electric Company
For : Electrical Transmission and related purposes
Recorded : [April 7, 2004 in Official Records under Recorder's Serial Number 2004-146926](#)
Affects : A portion of the premises

108. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : GHC Bordeaux, LLC, a Delaware limited liability company
Dated : April 19, 2004
Recorded : [June 30, 2004 in Official Records under Recorder's Serial Number 2004-298389](#)

Affects Parcel Thirteen

Note: Reference is made to said instrument for full particulars.

109. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Tom P.Z. Miller and Tracey L. Miller, husband and wife as joint tenants
Dated : October 27, 2004
Recorded : [December 16, 2004 in Official Records under Recorder's Serial Number 2004-556389](#)

Affects Parcel Thirteen

Note: Reference is made to said instrument for full particulars.

110. A Notice as follows:

Entitled : Notice of Reclamation Plan Approval
By : Alameda County Community Development Agency
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

111. Any interest in said land of CEMEX Construction Materials Pacific LLC as Mine Operation Record Owner, as disclosed by Notice of Reclamation Plan Approval

Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

THE FOLLOWING MATTERS AFFECT PARCELS FOURTEEN THROUGH TWENTY-FOUR:

112. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	950-0006-001-05	
Bill No.	:	457162-00	
Code No.	:	75-004	
1st Installment	:	\$16,615.89	Marked Paid
2nd Installment	:	\$16,615.89	NOT Marked Paid
Land Value	:	\$2,848,937.00	

Affect a portion of Parcel Twenty-Two and Twenty-Three

113. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	904-0008-001-02	
Bill No.	:	425086-00	
Code No.	:	64-007	
1st Installment	:	\$15,660.77	Marked Paid
2nd Installment	:	\$15,660.77	NOT Marked Paid
Land Value	:	\$2,576,371.00	

Affects Parcel Fourteen and a portion of Parcels Fifteen, Twenty-Two and Twenty-Three

114. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	904-0008-001-03	
Bill No.	:	425077-00	
Code No.	:	64-005	
1st Installment	:	\$16,295.08	Marked Paid
2nd Installment	:	\$16,295.08	NOT Marked Paid
Land Value	:	\$2,698,500.00	

Affects Parcels Sixteen thru Twenty-One and a portion of Parcel Fifteen

115. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	904-0008-002-05	
Bill No.	:	425079-00	
Code No.	:	64-005	
1st Installment	:	\$2,440.67	Marked Paid
2nd Installment	:	\$2,440.67	NOT Marked Paid
Land Value	:	\$351,165.00	

Parcel Twenty-Four

116. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

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

118. (1) Any adverse claim based upon the assertion that:
- (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Arroyo del Valle, or has been formed by accretion to any such portion.
- (2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Arroyo del Valle.
119. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
120. Any easement for water course over that portion of said land lying within the banks of Arroyo del Valle and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.
121. Rights or claims of easements not recorded in the public records.
122. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Lilienthal Road and any existing Road, Street, Alley or Highway.
123. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- | | | |
|------------|---|--|
| Instrument | : | Standard Grant of Right of Way For Electric Transmission Lines |
| Granted To | : | Pacific Gas and Electric Company, a California corporation, its successors and assigns |
| For | : | a single line of wood poles with wires for transmission and distribution of electricity and for private telephone and telegraph purposes |
| Recorded | : | January 25, 1943 in Book 4299 of Official Records, Page 422 under Recorder's Serial Number QQ 4111 |
| Affects | : | As described therein |

Upon the terms and conditions contained therein.

Agreement for : Consent to Common Use
Executed By : Pacific Gas and Electric Company
and Between : State of California, acting by and through its Department of
Transportation

On the terms, covenants and conditions contained therein,

Recorded : [March 1, 2007 in Official Records under Recorder's Serial Number 2007-089955](#)

124. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Standard Grant of Right of Way For Electric Transmission Wires
Granted To : Pacific Gas and Electric Company, a California corporation, its
successors and assigns
For : The right to suspend wires and to project such cross-arms from poles
and towers for transmission and distribution of electricity and for
private telephone and telegraph purposes
Recorded : [February 15, 1943 in Book 4359 of Official Records, Page 33 under
Recorder's Serial Number QQ 7477](#)
Affects : As described therein

Upon the terms and conditions contained therein.

125. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
For : Gas pipeline
Recorded : [July 21, 1944 in Book 4576 of Official Records, Page 209 under
Recorder's Serial Number RR-45851](#)
Affects : As described therein

Upon the terms and conditions contained therein.

126. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Lone Star Industries, Inc., a Delaware corporation
Lessee : Associated Concrete Products, Inc., a California corporation
Disclosed by : Memorandum of Lease
Dated : June 12, 1984
Recorded : [July 2, 1984 in Official Records under Recorder's Serial Number 84-133629](#)

Affects a portion of Parcel Nineteen

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

127. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Memorandum of Lease
Granted To : Associated Concrete Products, Inc., a California corporation
For : A non-exclusive license for reasonable access
Dated : June 12, 1984
Recorded : [July 2, 1984 in Official Records under Recorder's Serial Number 84-133629](#)
Affects : Parcel Nineteen

128. Terms and provisions as contained in an instrument,

Entitled : Release and Hold Harmless
Executed By : Robert D. Early
Dated : August 20, 1984
Recorded : [August 22, 1984 in Official Records under Recorder's Serial Number 84-169981](#)

Note: Reference is made to said instrument for full particulars.

129. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California,

Dated : February 11, 1985
Recorded : [April 19, 1985 in Official Records under Recorder's Serial Number 85-076925](#)

130. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement
Executed By : RMC Lonestar, a general partnership
Recorded : [June 15, 1989 in Official Records under Recorder's Serial Number 89-161287](#)

Note: Reference is made to said instrument for full particulars.

131. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Ruby Hill Development Joint Venture, L.P., a California limited partnership
For : Storm drain
Dated : February 23, 1993
Recorded : [March 12, 1993 in Official Records under Recorder's Serial Number 93-079751](#)
Affects : Parcel Twenty-Three

Upon the terms and conditions contained therein.

132. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Pleasanton, a California municipal corporation
For : Storm drains, including outfalls and associated improvements
Recorded : [March 25, 1994 in Official Records under Recorder's Serial Number 94-115700](#)
Affects : Parcel Twenty Three

Upon the terms and conditions contained therein.

133. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Dedication
To : City of Livermore, a California municipal corporation
For : Storm drain, including outfall and associated improvements
Recorded : [March 31, 1995 in Official Records under Recorder's Serial Number 95-069028](#)
Affects : Parcel Twenty-Three

Upon the terms and conditions contained therein.

134. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Livermore, a California municipal corporation
For : Temporary construction, access, etc.
Recorded : [March 31, 1995 in Official Records under Recorder's Serial Number 95-069039](#)
Affects : Parcel Twenty-Three

Upon the terms and conditions contained therein.

135. The "Effect" of a Record of Survey Map, showing the land and other property, and notes, filed December 17, 1997 in [Map Book 22, Pages 1-4](#), Alameda County Records.

Note: Reference is made to said instrument for full particulars.

136. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : RMC Pacific Materials, Inc., a Delaware corporation
Lessee : Sprint Spectrum L.P., a Delaware limited partnership
Disclosed by : Memorandum of Agreement
Dated : April 21, 2000
Recorded : [July 3, 2000 in Official Records under Recorder's Serial Number 2000-199538](#)

Said lease was amended by the document entitled "Grant of Easement and Assignment of Lease," recorded October 5, 2010 as [Instrument No. 2010-288622](#), Official Records.

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

NOTE: The Lessor's interest under said lease or leases was assigned of record,

From : RMC Pacific Materials, Inc., a Delaware corporation
To : Global Signal Acquisitions IV LLC, a Delaware limited liability company
Recorded : [October 5, 2010 in Official Records under Recorder's Serial Number 2010-288622](#)

NOTE: Said lease contains provisions for a right of first refusal to purchase.

Agreement for : To Extend Ground Lease and Expand Leased Premises
Executed By : Global Signal Acquisitions IV LLC, a Delaware limited liability company
and Between : STC Five LLC, a Delaware limited liability company

On the terms, covenants and conditions contained therein,

Dated : September 20, 2010
Recorded : [October 5, 2010 in Official Records under Recorder's Serial Number 2010-288623](#)

And as modified by an instrument, executed by Global Signal Acquisitions IV LLC, a Delaware limited liability company, recorded [October 22, 2012 in Official Records under Recorder's Serial Number 2012-346949](#).

Said matters affect Parcel Twenty-Three

137. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : GHC Bordeaux, LLC, a Delaware limited liability company
Dated : April 19, 2004
Recorded : [June 30, 2004 in Official Records under Recorder's Serial Number 2004-298389](#)

Affects Parcel Twenty-Two A

Note: Reference is made to said instrument for full particulars.

138. Terms and provisions as contained in an instrument,

Entitled : Grant of Easement
Executed By : Tom P.Z. Miller and Tracey L. Miller
Dated : October 27, 2004
Recorded : [December 16, 2004 in Official Records under Recorder's Serial Number 2004-556389](#)

Affects Parcel Twenty-Two A

Note: Reference is made to said instrument for full particulars.

139. Matters as contained or referred to in an instrument,

Entitled : Restrictive Covenants and Disclosures Relating to City Approvals and Nearby Uses, Including Agriculture, Airport, Planned Development Within the Vineyard Corridor Specific Plan, Public Trail, Underground Power Line, Regional Park, City Park, Subdrains and Gravel, Quarry and Asphalt Batch Plant Operations
Executed By : Tom P.Z. Miller, et al.
Dated : October 27, 2004
Recorded : [December 16, 2004 in Official Records under Recorder's Serial Number 2004-556390](#)

Affects Parcel Twenty-Two and other property

Note: Reference is made to said instrument for full particulars.

140. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement and Assignment of Lease
Granted To : Global Signal Acquisitions IV LLC, a Delaware limited liability company
For : Constructing, maintaining and operating a wireless communication facility and uses incidental thereto, and access
Recorded : [October 5, 2010 in Official Records under Recorder's Serial Number 2010-288622](#)
Affects : Parcel Twenty-Three

Upon the terms and conditions contained therein.

141. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Global Signal Acquisitions IV LLC, a Delaware limited liability company
Lessee : STC Five LLC, a Delaware limited liability company
Disclosed by : Memorandum of Agreement to Extend Ground Lease and Expand Leased Premises
Dated : September 20, 2010
Recorded : [October 5, 2010 in Official Records under Recorder's Serial Number 2010-288623](#)

Affects Parcel Twenty-Three

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

142. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Global Signal Acquisitions IV LLC, a Delaware limited liability company
Lessee : Crown Communications LLC, a Delaware limited liability company
Disclosed by : Memorandum of Lease
Dated : July 24, 2012
Recorded : [October 22, 2012 in Official Records under Recorder's Serial Number 2012-346948](#)

Affects Parcel Twenty-Three

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

143. A Notice as follows:

Entitled : Notice of Reclamation Plan Approval
By : RMC Pacific Materials, LLC
Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

144. Any interest in said land of CEMEX Construction Materials Pacific LLC as Mine Operation Record Owner, as disclosed by Notice of Reclamation Plan Approval

Dated : June 10, 2014
Recorded : [June 11, 2014 in Official Records under Recorder's Serial Number 2014-139581](#)

145. Agreement for : Possession and Use
Executed By : State of California Department of Transportation
and Between : RMC Pacific Materials, LLC, a Delaware limited liability company,
successor-in-interest to Lonestar California, Inc., a Delaware
corporation

On the terms, covenants and conditions contained therein,

Dated : November 17, 2014
Recorded : February 5, 2015 in Official Records under Recorder's Serial Number
2015-037855

Said matter affects this and other property

Note: Reference is made to said instrument for full particulars.

146. Any interest in said land of RMC Pacific Materials, LLC, a Delaware limited liability company
as Successor-in-interest to Lonestar California, Inc., a Delaware corporation, as disclosed by
Memorandum of Possession and Use Agreement
Dated : November 17, 2014
Recorded : February 5, 2015 in Official Records under Recorder's Serial Number
2015-037855

147. 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.

Affects all Parcels

148. Any unrecorded and subsisting leases.

Affects all Parcels

149. The requirement that the Company be provided with a copy of the "rent roll" and "tenant
estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

Affects all Parcels

150. Rights of tenants in possession as tenants only under unrecorded leases.

Affects all Parcels

----- Informational Notes -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

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

NONE

NOTE: Our investigation has been completed and there is located on said land Mine/Quarry, Vacant Land known as 1889 Isabel Avenue, Livermore, CA 94550.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

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

Instrument

Entitled : Grant Deed
By/From : RMC Lonestar f/k/a Lone Star California f/k/a Lone Star Aggregates, a California general partnership
To : Lonestar California, Inc., a Delaware corporation
Dated : December 31, 1999
Recorded : [April 18, 2000 in Official Records under Recorder's Serial Number 2000-116048](#)

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

Instrument

Entitled : Grant Deed
By/From : Centex Homes, a Nevada general partnership
To : Lonestar California, Inc., a Delaware corporation
Dated : August 3, 2007
Recorded : [August 6, 2007 in Official Records under Recorder's Serial Number 2007-290103](#)

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

Instrument

Entitled : Grant Deed
By/From : Lonestar California, Inc., a Delaware corporation
To : Lonestar California, Inc., a Delaware corporation
Dated : August 3, 2007
Recorded : [August 6, 2007 in Official Records under Recorder's Serial Number 2007-290105](#)

O.N.
am

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

**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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
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).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

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.



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

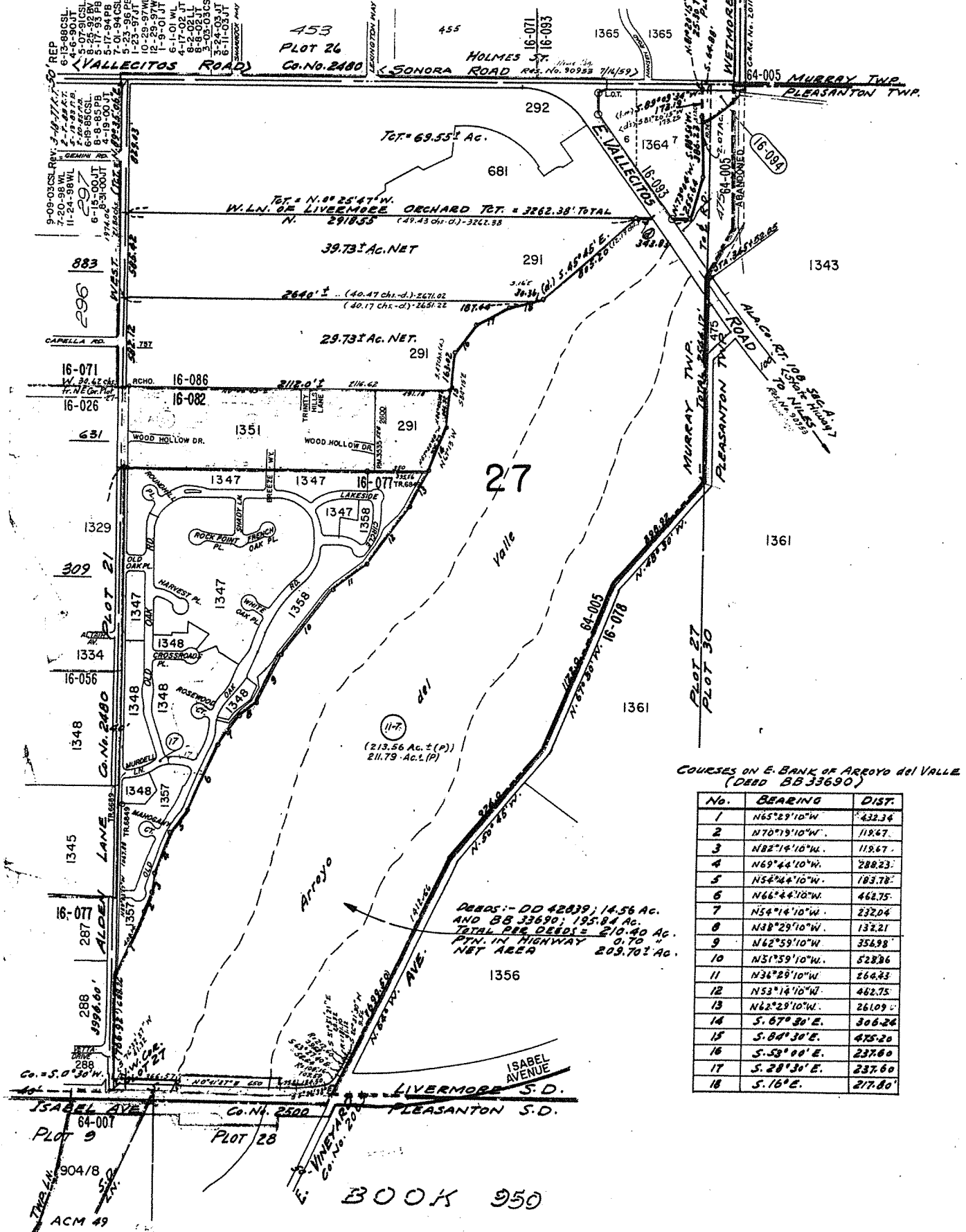
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

290

Ptn. of Plot 27 of Bernal Ptn. (Bk. 40 D's. Pg. 315)

TR. 6689 233/17

TR.6849 233/26



No.	BEARING	DIST.
1	N65°29'10"W	432.36
2	N70°19'10"W	119.67
3	N82°14'10"W	118.67
4	N69°44'10"W	288.23
5	N54°24'10"W	183.78
6	N66°44'10"W	462.75
7	N54°14'10"W	232.04
8	N38°29'10"W	132.21
9	N62°59'10"W	352.98
10	N31°59'10"W	528.86
11	N36°29'10"W	264.33
12	N53°14'10"W	462.75
13	N62°29'10"W	261.09
14	S. 67°30' E.	306.26
15	S. 84°30' E.	415.20
16	S. 53°00' E.	237.60
17	S. 28°30' E.	237.60
18	S. 16° E.	277.80

BOOK 950

Pg. 70 (1962-53)

ASSESSOR'S MAP 904

Code Area Nos. 64-005

6

Sub. of Rancho el Valle de San Jose
Ptn. of Plot 8 of Bernal Partition (Bk 40 Ds. Pg 315)

SCALE 1"=300'

11-5-76 RM
REV. 3-29-90 CSL
7-19-90 BV
7-19-90 BV
7-01-94 CSL

Plot 7
Plot 8

Formerly: BK 99 BLK. 265 pg. 1

S. 0° 06' 15" E. (61.44.50 Chs.)
(2) 2919.60'

SW COR.
Plot 8

BOOTH 946

(253.5 Ac. T.C.T.)
HM 65622

PLEASANTON S.D.
(253.5 AC. T.C.T.)

(89.110 Ac. T.C.T.)
EXCEPTED FM.
HM 65622

Plot 9
Plot 10
64-001

64-005

75-006

PLEASANTON S.D.

N 89° 04' 15" W 1835.80 RS
336.70 (P) 337.82 (R.S.)

(1-18)
(84.80 Ac. ± (P))
98.80 Ac. ± (P)

(2)
57.41 ± Ac.

(d.) = (52.97 Chs.) 3496.02'
MAP = W. (52.90 Chs.) 3491.90' TOTAL S. LN. PLOT 8
N. LN. PLOT 9 (40 Chs.) 2640.0'

8

Co. Rd. No. 1530 S 00° 15' 15" W

STANLEY (1-10) County JLVLD.
County JLVLD.
County JLVLD.

Plot 8
Plot 10

(2574.83 Chs.) 1402.00'
(2977.00 Chs.) 1402.00'

Plot 10
Plot 9

24

SCALE 1"=500'

pg. 68 (1952-53)

8

5-63 E.L.
4-2-91PB
1-18-91BV
5-17-93PB
5-17-94PB
7-01-94CSL
8-26-96JT
4-20-98WL
8-31-00JT

Rev. 3-2-60
Rev. 6-27-56

Rev: 8-25-92 BV
9-29-92 CSL

376 NOB

Plot 3

Plot 28

Plot A

950/30

15-004

—

6157A (7.38 Ch.) 450 rpm

Figure 1

535

1

Plot A

950/30

15-004

—

6157A (7.38 Ch.) 450 rpm

Figure 1

535

1

CALIF. R. & C. CO.

DEEDS { 25.0
25.0
27.23

TOTAL 86.71
163.94 ± Ac.

Formerly: BK. 99 BLK. 270

HPN-2-

Code Area Nos. 19-000 75-005 75-006
75-705 19-100 19-110

75-705 19-100 19-110

(Case 1-6-2)

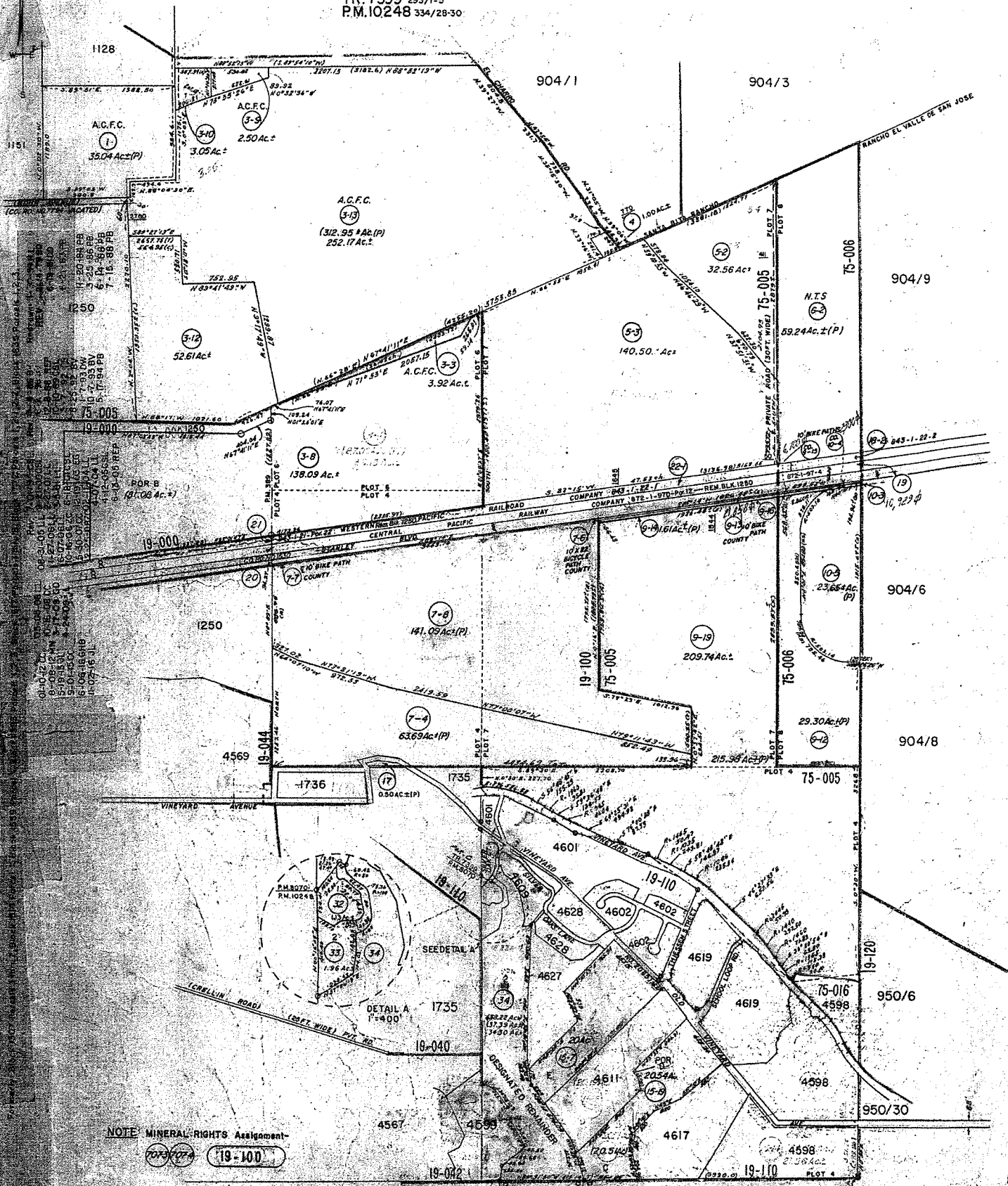
P.M. 8070 274/66-71

TR. 7399 293/1-5

P.M. 10248 334/28-30

1350

Scale: 1" = 800'



NOTE MINERAL RIGHTS Assignment-

7073 7074 19-100

19-100

BOOK 950

HPN-34

ASSESSOR'S MAP 946

Code Area Nos. 19-110 75-016

4598

SCALE: 1" = 200'

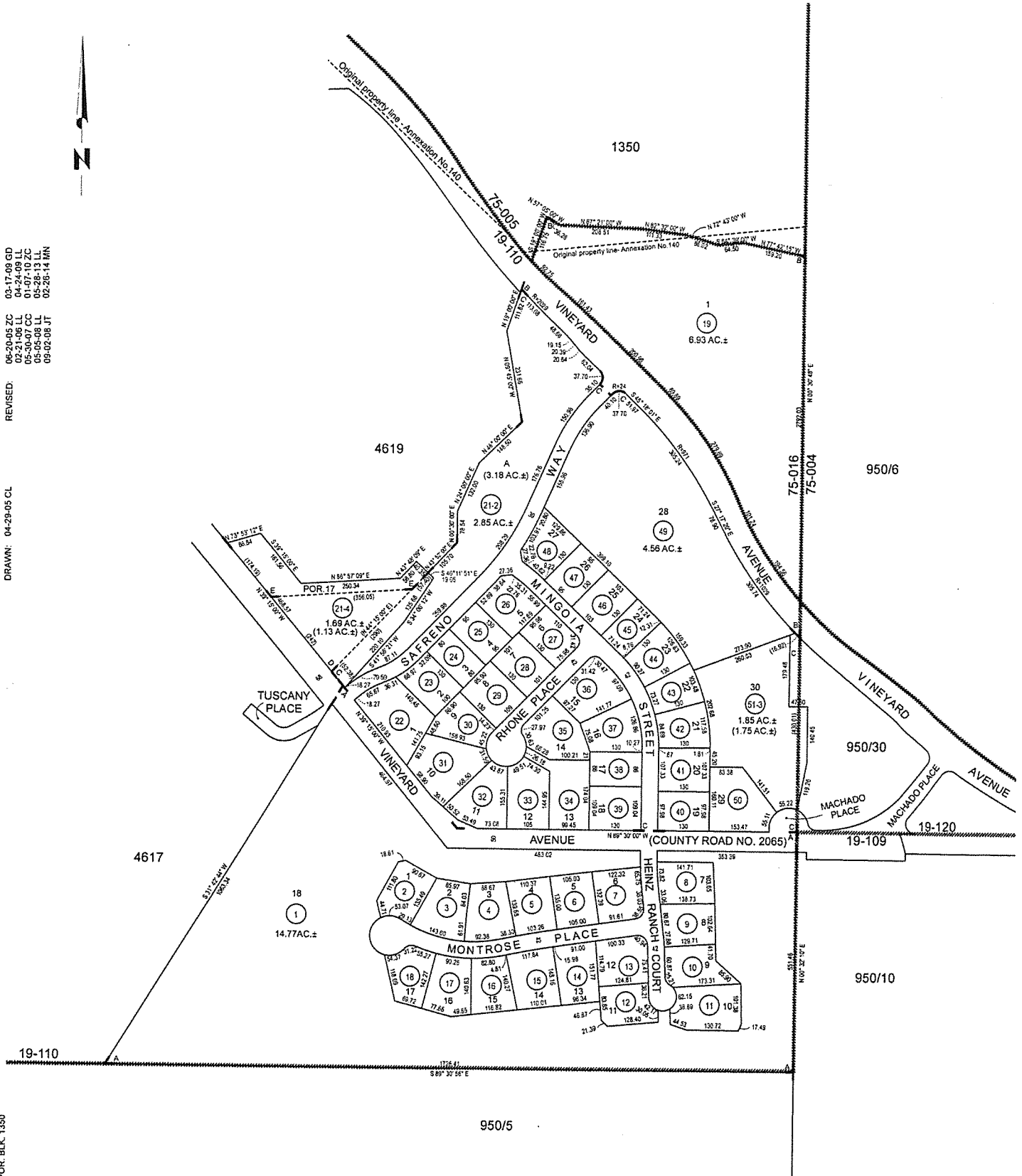
(A) TR.7407 275/81-85 (C) TR. 7385 288/40-48
(B) PM.8221 280/14-15 (D) SUBDIVISION OF THE RANCHO EL VALLE DE SAN JOSE Case 1 - 5 - 2
(E) TR.8112 323/74-80

03-17-09 GD
04-24-09 LL
05-11-09 LC
05-28-13 LC
05-05-08 LL
09-02-08 JT

REVISED:

DRAWN: 04-29-05 CL

FORMERLY: POR, BLK. 1350



ASSESSOR'S MAP 950

Code Area Nos. 75-004 16-079

(A) Subdivision Rancho el Valle de San Jose (BERNAL PARTITION) 400/315

6

SCALE: 1" = 400'



03-26-09 ZC
04-28-09 LL
04-12-13 LL

REVISÉ:

DRAWN: 04-25-08 LL

FORMERLY:

ACM: . SBE: 66,66B REF:

HPN: 4

IND PG: 1