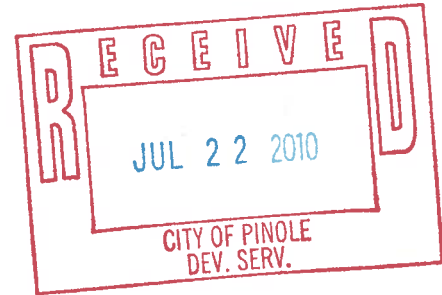


July 19, 2010

To: Anne Hersch, AICP
Associate Planner
City of Pinole Planning & Development
2131 Pear Street
Pinole, CA 94564



Re: DR 10-02 Chase Bank at 1541 Fitzgerald Drive
Chase: Fitzgerald&Appian
Callison Project Number: 209461.27
Re: Design Review Comments Response

Dear Ms. Anne Hersch,

Following are responses to the City of Pinole Planning Design Review comments, received via letter dated 07/13/10,

City of Pinole Planning Department Comments:

SITE PLAN

1. *Location of nearest structure west of the project site (Existing Sizzler Building).*

Response: See Sheet A0.1 for drawing revisions.

2. *Show the width of the proposed site access point on Fitzgerald Drive.*

Response: See sheet A0.1 showing the existing site access point dimensioned at 30'-4".

3. *Include calculation of required number of parking spaces based on gross floor area used for customer service and non-customer gross floor area as well as proposed ATM's. (Please reference Section 17.24.090 of the Pinole Municipal Code for parking ratios.)*

Response: See sheet A0.1 parking calculation table derived from Section 17.24.090 of the Pinole Municipal Code with confirmation from Anne Hersch in an email dated Thursday, July 15, 2010 at 4:57pm. City of Pinole does not provide minimum motorcycle and bicycle parking dimensions, per email dated 07/19/10 at 11:01am to Anne Hersch, motorcycle and bicycle parking dimensions are designed using the City of Roseville's guidelines from their municipal code:

City of Roseville Municipal Code 19.26.040 A.1.c:

"[...] Motorcycle spaces shall be a minimum size of three by six feet."

City of Roseville Municipal Code 19.26.040 A.1.d:

"Bicycle Space Sizes. Each bicycle space shall be a minimum of two feet by six feet to prevent encroachment into any walkway, parking space, landscape area or similar."

City of Roseville Municipal Code Ch 19.26.040 A.2.f:

"Bicycle Racks and Lockers. When bicycle spaces are required, a bicycle rack or locker shall be installed. The bicycle rack shall be designed to allow a bicycle to be secured to the rack. The location of the bicycle rack or locker shall not encroach into the sidewalk which would reduce the unencumbered width of the sidewalk to less than four feet and shall provide adequate clearance surrounding the rack or locker such that bicycles shall not encroach into any walkway, parking space, landscape area or similar area."

4. *Show all existing trees on site and mark trees to be removed.*

Response: See revised Landscaping Plan L-1 and associated Narrative.

5. *Identify location of required bicycle and motorcycle parking.*

Response: See sheet A0.1 with updated motorcycle and bicycle parking locations.

6. *Please designate accessible path of travel from the Right of Way to the entrance of the new facility.*

Response: See Sheet A0.1 noting the accessible path of travel from Right of way to entrance of Chase Bank.

EXTERIOR ELEVATIONS

1. *Label Elevations to indicate proposed north, east, south and west*

Response: See Sheet A4.1 and A4.2 with updated Elevation Titles.

2. *Include proposed light poles and fixtures on elevations*

Response: See Sheet A4.1 and A4.2 noting the location of proposed light poles and fixtures.

3. *Provide the proposed trash enclosure elevation detail*

Response: See Sheet A0.1 detail 6, Trash Enclosure.

CONCEPTUAL LANDSCAPE PLAN

1. *Show location of existing plants and note plants to be removed*

Response: See revised Landscaping Plan L-1 and associated Narrative.

2. *Include calculation of total landscaped area to determine if it exceeds 2,500 sf triggering Chapter 15.54 of the Pinole Municipal Code "Water Efficient Landscaping"*

Response: See revised Landscaping Plan L-1 and associated Narrative.

3. *Include a fencing plan to describe the proposed treatment along the western and northern boundaries of the site.*

Response: See Civil Drawings C-1.0, C-2.0 and Civil Narrative.

4. *Include a retaining wall design detail.*

Response: See Civil Drawings C-1.0, C-2.0 and Civil Narrative.

ADDITIONAL INFORMATION TO BE PROVIDED

1. *A preliminary title report*

Response: See Attachment #1

2. *Documentation from PG&E that states proposed encroachment into the easement is permitted*

Response: See Attachment #2

3. *A Copy of the reciprocal parking & access agreement is needed*

Response: See Attachment #3

4. *Please clarify if the PG&E vaults located along Fitzgerald Drive are contained in the 10ft easement. If the vault is out of the easement, please correct the issue with PG&E and provide documentation to the City of Pinole.*

Response: See Civil Drawings C-1.0, C-2.0 and Civil Narrative.

5. *Please forward a construction cost estimate as previously discussed during preliminary review for the bus turnout.*

Response: See Attachment #4

OTHER CONSIDERATIONS

1. *Consider a concrete tile rather than asphalt shingle for tower element.*

Response: Client will specify a concrete roof tile to match the color of the proposed asphalt shingle. See Sheet A4.1 and Sheet A4.2 for updated notes reflecting this change.

2. *consider adding a tower peak on the drive-thru canopy to match the other tower element for a more complete appearance.*

Response: The current Drive-Thru canopy is a pre-fabricated element designed to access and service all equipment from the top of the canopy. Providing a continuous shingled tower or pitched roof in this location is cost-prohibitive, custom designed, makes preventing water intrusion more difficult at the connection to the building, adds time to the construction schedule and presents physical barriers to equipment access points. Chase will be unable to fulfill this request.

Chase: Fitzgerald&Appian
July 19, 2010
Page 4

Sincerely,

Marlo Dowell, Associate

Attachments:

Copy of original Planning Department comments
10 Full Size Updated Sheets
Plan Check Narrative dated 07/19/10

MAIN STREET DESIGN

*Landscape Architecture
9402 Tidal Court
Bainbridge Island, WA 98110
206-842-7886*

July 16, 2010

To: Anne Hersch
City of Pinole
Community Development Department
2131 Pear Street
Pinole, CA 94564

Re: **DR 10-02 Chase Bank at 1541 Fitzgerald Drive**

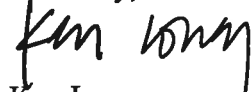
Dear Ms Hersch,

The following are responses to your review letter of July 13, 2010

1. *Show existing trees on site and mark trees to be removed.*
Response: All 3 existing trees are shown on sheet L-1, and all 3 existing trees are to be removed.
2. *Show location of all plants and note to be removed.*
Response: All existing shrubs are shown on sheet L-1, and all are to be removed
3. Include calculation of total landscape area to determine if it exceeds 2,500 sf, triggering chapter 15.54 of the Pinole Municipal Code "Water Efficient Landscaping".
Response: Total landscape area is approximately 5280 sf, and will require water efficient landscape.

Please call with any questions.

Sincerely,



Ken Loney
Landscape Architect



engineers planners surveyors

a Joint Venture

Doucet & Associates, Inc. + Surveyors Group, Inc.

July 19, 2010

City of Pinole
Community Development Department
2131 Pear Street
Pinole, CA 94564
Attn: Anne Hersch

**SUBJ: DR 10-02 Chase Bank
1541 Fitzgerald Drive**

Response to Comments

Site Plan – Show width of site access driveway

RESPONSE: Dimension of the driveway width has been added on the grading and drainage plan (Sheet C-1.0).

Conceptual Landscape Plan – Include a fencing plan for western and northern boundaries.

RESPONSE: The existing Caltrans chain link fence on the northern property boundary will remain. There is no fencing proposed along the western boundary nor along the northern end of the proposed improvements where the pavement terminates.

Conceptual Landscape Plan – Include a retaining wall design detail.

RESPONSE: A wall detail has been added to the grading and drainage plan (Sheet C-1.0).

Additional Information – Clarification on PG&E easement.

RESPONSE: The edge of the vault falls outside the easement. Documents creating an additional easement will be prepared and will be forwarded to the City upon recordation.



DR 10-02 Chase Bank at
1541 Fitzgerald Drive
ATTACHMENT #1

First American Title Insurance Company
National Commercial Services
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

October 02, 2009

Greg Aguirre
JP Morgan Chase
1950 Arden Way, Floor 3, MC: CA1-4861
Sacramento, CA 95815
Phone: (916)567-5355
Fax: (916)567-5353

Order Number: NCS-413636-PHX1

Escrow Officer: Tom Anzaldua
Phone: (602)567-8100

Owner: The Fitzgerald Family Trust, dated March 21, 2003

Property: 1541 Fitzgerald Avenue, Pinole, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company
INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B-2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: September 22, 2009 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
(A) To Be Determined Proposed Insured:	\$To Be Determined
To Be Determined	
(B) To Be Determined Proposed Insured:	\$To Be Determined
To Be Determined	

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

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

Thomas John Fitzgerald and Elizabeth Jane Fitzgerald, Trustees of the Fitzgerald Family Trust,
dated March 21, 2003

4. The land referred to in this Commitment is situated in the City of Pinole, County of Contra Costa
, State of California, and is described as follows:

PARCEL ONE:

LOT 2 OF PARCEL MAP M.S. 753-81, FILED JULY 29, 1981, IN BOOK 96 OF PARCEL MAPS, PAGE
47, CONTRA COSTA COUNTY RECORDS.

EXCEPTING FROM A PORTION OF LOT 3 THEREOF:

FIFTY PERCENT OF ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM, OTHER HYDROCARBONS
AND CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY
PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET BELOW
THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE
FIFTY PERCENT OF ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM, OTHER
HYDROCARBONS AND CHEMICAL GAS, LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED
FEET BELOW THE SURFACE THEREOF, WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON
THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN FIVE HUNDRED FEET
VERTICAL DISTANCE BELOW THE SURFACE THEREOF, RESERVED IN THE DEED FROM JOVITA
E. FITZGERALD, AS EXECUTRIX UNDER THE WILL OF JOVITA M. FITZGERALD, DECEASED,
RECORDED OCTOBER 4, 1964, BOOK 4722, PAGE 649, AS INSTRUMENT NO. 93133, OF
OFFICIAL RECORDS, BY AN INSTRUMENT RECORDED NOVEMBER 17, 1965, BOOK 4995, PAGE
729, AS INSTRUMENT NO. 94824, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM:

50% OF ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PORTION OF THE LANDS TO BE CONVEYED LYING MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE BELOW THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE 50% OF ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALT AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN FIVE HUNDRED FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF, RESERVED IN THE DEED FROM WUNDERLICH DEVELOPMENT COMPANY, A DELAWARE CORPORATION, RECORDED MAY 28, 1976, BOOK 7882, PAGE 5, AS INSTRUMENT NO. 58162 OF OFFICIAL RECORD AND IN THE DEED FROM WUNDERLICH DEVELOPMENT COMPANY RECORDED FEBRUARY 27, 1978, BOOK 8723, PAGE 193.

APN: 426-392-007-8

SCHEDULE B

SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other:
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form(as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
 - (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
 - (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction

- (L) The following corporation documentation is required:
 - (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction

- (M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

- (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- (S) Financial statements from the appropriate parties must be submitted to the Company for review.

- (T) A copy of the construction contract must be submitted to the Company for review.

- (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2009-2010.
First Installment: \$10,027.57, PAYABLE
Penalty: \$0.00
Second Installment: \$10,027.57, PAYABLE
Penalty: \$0.00
Tax Rate Area: 06-011
A. P. No.: 426-392-007-8
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Abutter's rights of ingress and egress to or from State Freeway, lying adjacent to the Northerly Line have been relinquished in the document recorded April 2, 1956 in Book 2737, Page 36 of Official Records.
4. An easement for a line of towers and incidental purposes, recorded December 22, 1958 in Book 3286, Page 466 of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: As described therein
5. An easement for pipe lines and incidental purposes, recorded August 20, 1962 in Book 4185, Page 340 of Official Records.
In Favor of: East Bay Municipal Utility District
Affects: As described therein
6. The fact that the land lies within the boundaries of the Pinole Vista Redevelopment Project Area, as disclosed by the document recorded December 11, 1972 in Book 6818, Page 637 of Official Records.

Document(s) declaring modifications thereof recorded December 31, 1981 as Instrument No. 1981-169303 in Book 10631, Page 549 of Official Records.

Document(s) declaring modifications thereof recorded June 22, 2007 as Instrument No. 2007-182204 of Official Records.

7. An easement for cut and fill slopes and incidental purposes, recorded May 28, 1974 in Book 7235, Page 228 of Official Records.
In Favor of: The State of California
Affects: As described therein
8. Abutter's rights of ingress and egress to or from freeway have been relinquished in the document recorded May 26, 1974 in Book 7235, Page 228 of Official Records.
9. Abutter's rights of ingress and egress to or from State Freeway have been relinquished in the document recorded May 28, 1974 in Book 7235, Page 233 of Official Records.
10. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded May 28, 1974 in Book 7235, Page 233 of Official Records.
11. Release and relinquishment of access rights as contained in the Owner's and Subdividers Certificate on Map of Pinole Center Tract 5688, filed May 21, 1980, Book 239 of Maps, Page 24.
Affects: The northerly and easterly portions of said land.
12. The terms and provisions contained in the document entitled "Subdivision Agreement" recorded May 21, 1980 in Book 9859, Page 590 of Official Records.
13. Terms and provisions of an unrecorded lease dated May 19, 1980, by and between Jovita A. Fitzgerald as lessor and Commerce Development Associates, a California partnership as lessee, as disclosed by a Memorandum of Long-Term Ground Lease recorded May 21, 1980 in Book 9859, Page 617 of Official Records.

The lessee's interest under the lease has been assigned to Graziadio Investment Company, a California limited partnership by assignment recorded April 23, 1998 as Instrument No. 98-0088131-00 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

14. Covenants, conditions, restrictions and easements in the document recorded May 21, 1980 in Book 9859, Page 660 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

15. An easement for utilities and incidental purposes, recorded September 18, 1980 in Book 10011, Page 363 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation and
The Pacific Telephone and Telegraph Company, a California
corporation
Affects: As described therein

Notice of Final Description by Pacific Gas and Electric Company, a California corporation, recorded
December 8, 1981, Book 10603, Page 76, Official Records.
16. Abutter's rights of ingress and egress to or from street or highway have been dedicated or
relinquished on the filed Map.
17. An easement for facilities and incidental purposes, recorded April 13, 1982 in Book 10742, Page
895 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein
18. An unrecorded existing P.G.&E. right of way as disclosed on the Map attached to easement
recorded April 13, 1982, Book 10742, Page 895, Official Records.
19. A document entitled "Landlord's Consent" recorded January 18, 2001 as Instrument No. 2001-
0012540-00 of Official Records.
20. Terms and provisions of an unrecorded lease dated __th day of October, 2006, by and between
Graziadio Investment Company, a limited partnership as lessor and Kamel Randhawa and Bikram
Randhawa, individuals as lessee, as disclosed by a Short Form of Memorandum of Ground Lease
recorded November 15, 2006 as Instrument No. 2006-0367316-00 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not
shown by the public records.
21. Any defects, liens, encumbrances or other matters which name parties with the same or similar
names as David J. Fitzgerald (4 matters). The name search necessary to ascertain the existence
of such matters has not been completed. In order to complete this preliminary report or
commitment, we will require a statement of information.
22. Rights of parties in possession.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 1541 Fitzgerald Avenue, Pinole, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 - a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 - a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendment;

- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
- a. A certification pursuant to Section 18500.5 of the California Probate Code in a

form satisfactory to the Company.

- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

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

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

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

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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 notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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.

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 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 or interest insured by their 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.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.

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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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:
Part One:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

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

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:

* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land
This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8,d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 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).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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. (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.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.(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 Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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. (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.

10/1/2010
10/1/2010
10/1/2010

Douglas Dohan

From: Spatcher, Alan [ARS4@PGE.COM]
Sent: Monday, March 29, 2010 3:25 PM
To: Ronald Clundt; Tim Page
Cc: Douglas Dohan
Subject: RE: Chase Bank-Pinole Project

DR 10-02 Chase Bank at
1541 Fitzgerald Drive
ATTACHMENT #2

Categories: Filed by Newforma

Ron: PG&E does not object to the Chase Bank - Pinole Project providing construction is per "Site Sketch Option 3 Dated Jan. 18, 2010". Also, please take note that when operating any equipment within the proximity of our Electric Transmission facilities you must not erect, handle, or operate any such equipment closer than 17 feet from PG&E's overhead high-voltage electric conductors.

Should you have any further questions or concerns please don't hesitate to call me at 925 459-8085.

Al Spatcher,
PG&E Land Agent

-----Original Message-----

From: Ronald Clundt [mailto:Ronald.Clundt@doucet-ca.com]
Sent: Tuesday, March 23, 2010 4:00 PM
To: Spatcher, Alan; Tim Page
Cc: Douglas.Dohan@callison.com
Subject: RE: Chase Bank-Pinole Project

Alan,
I am taking over for Tim. Thank you for the follow up.

Ron

Ron Clundt
Doucet + SGI
9001 Foothills Blvd., Suite 150
Roseville, CA 95747
916 789-0822 p
916 789-0824 f
ronald.clundt@doucet-ca.com

From: Spatcher, Alan [ARS4@PGE.COM]
Sent: Tuesday, March 23, 2010 3:50 PM
To: Tim Page
Cc: Douglas.Dohan@callison.com; Ronald Clundt
Subject: RE: Chase Bank-Pinole Project

Tim: Just got the okay moments ago. I'll write it up tomorrow!!!!!!!!!!
Thanks Al

-----Original Message-----

From: Tim Page [mailto:Tim.Page@doucet-ca.com]
Sent: Wednesday, March 10, 2010 9:50 AM
To: Spatcher, Alan
Cc: Douglas.Dohan@callison.com; Ronald Clundt
Subject: RE: Chase Bank-Pinole Project

Hi Allan

Just checking in with you regarding your attempt to meet with your field guy.

Thanks.

Tim Page, AICP
Doucet+SGI
9001 Foothills Blvd, Suite150
Roseville, CA 95747
Office 916-789-0822
Cell 916-622-6323

From: Spatcher, Alan [ARS4@PGE.COM]
Sent: Monday, March 01, 2010 9:16 AM
To: Tim Page
Cc: Douglas.Dohan@callison.com
Subject: RE: Chase Bank-Pinole Project

Tim: You've provided me everything I need and it's appreciated. My problem here is trying to get some time with our new T/Line Superintendent (new as of just last week) to discuss yours and several other projects on my plate. Recent storms and the plane that crashed into one of our towers last week put a hold on my requests to discuss your project. I've just e-mail him again requesting another meeting date asap.

Al Spatcher

-----Original Message-----

From: Tim Page [mailto:Tim.Page@doucet-ca.com]
Sent: Friday, February 19, 2010 10:20 AM
To: Spatcher, Alan
Cc: Douglas.Dohan@callison.com
Subject: FW: Chase Bank-Pinole Project

Hi Allan

I was hoping to hear back from you regarding your approval letter.

Please let me know if you need any additional information. Thanks again.

Tim Page, AICP
Doucet+SGI
9001 Foothills Blvd, Suite150
Roseville, CA 95747
Office 916-789-0822
Cell 916-622-6323

From: Tim Page
Sent: Thursday, February 11, 2010 1:17 PM
To: ars4@pge.com
Cc: Douglas.Dohan@callison.com
Subject: Chase Bank-Pinole Project

Allan

Please see drawing with approximate retaining wall heights.

Let me know if you need anything else.

Tim Page, AICP
Doucet+SGI
9001 Foothills Blvd, Suite150
Roseville, CA 95747
Office 916-789-0822
Cell 916-622-6323