

**TOWN OF WOODSIDE
REPORT TO PLANNING COMMISSION**

Meeting Date: December 7, 2016
Prepared by: Corinne Jones, Assistant Planner
Approved by: Jackie Young, AICP, Planning Director

Agenda Item: 4

TITLE: LLAJ2016-0001: Review and approval, conditional approval, or denial of a Lot Line adjustment between three lots: 160 La Questa Way, 170 La Questa Way, and 1577 Cañada Lane.

Property Information

LOT 1:	160 La Questa Way
APN:	073-101-400
Property Owners:	160 La Questa Partners, LLC
General Plan:	R (Residential)
Zoning:	SR (Suburban Residential – 1 acre Minimum)
Existing Lot Area:	0.903 acres (39,341 square feet)
Proposed Lot Area:	1.066 acres (46,418 square feet)
LOT 2:	170 La Questa Way
APN:	073-101-410
Property Owners:	170 La Questa Partners, LLC
General Plan:	R (Residential)
Zoning:	SR (Suburban Residential – 1 acre Minimum)
Existing Lot Area:	0.905 acres (39,423 square feet)
Proposed Lot Area:	1.621 acres (70,613 square feet)
LOT 3:	1577 Cañada Lane
APN:	073-082-140
Property Owners:	Richard Holmstrom and Kate McKellar Ridgway
General Plan:	R (Residential)
Zoning:	SR (Suburban Residential – 1 acre Minimum)
Existing Lot Area:	1.88 acres (81,892 square feet)
Proposed Lot Area:	1.024 acres (44,626 square feet)

RECOMMENDATION

Staff recommends that the Planning Commission adopt the Draft Resolution in **Attachment 1**, approving the Lot Line Adjustment, subject to the following Conditions of Approval:

- I. Prior to Recordation of the Lot Line Adjustment:
 - a. The applicant shall abandon the 10' wide PG&E easement described in Instrument No. 46884-W, Book/Reel 4563, Page/Image 476 of Official Records (listed as Item #3 in the Title Report for 1577 Cañada Lane.
 - b. The applicant shall abandon the 10'x100' PG&E easement described in Instrument

- No. 1991-0985758 of Official Records (listed as Item #4 in the Title Report for 1577 Cañada Lane).
- c. The applicant shall final the permits that have been issued to demolish the existing main residence (BLDG2016-0521) and remove the existing hardscape surrounding the residence (SITE2015-0077), at 160 La Questa Way.
 - d. The applicant shall obtain (and final) the necessary permits to remove the existing driveway at 160 La Questa Way and construct a new driveway to service the existing structure that is to remain on-site. The plans shall show that the (4) required parking spaces will be provided on-site.
 - e. The applicant shall final the permits that have been issued to demolish the existing structures (BLDG2015-0522/0523/0524) and remove the existing hardscape surrounding the structures (SITE2015-0078) at 170 La Questa Way.
 - f. The applicant shall obtain (and final) the necessary permits to remove the existing hardscape on the (northeast) portion of 1577 Cañada Lane, which would become part of the 160 and 170 La Questa properties, with the relocation of the property lines.
 - g. The applicant shall obtain (and final) the necessary permits to demolish the existing main residence and accessory structures, at 1577 Cañada Lane.
 - h. Revise the plans to show how the Natural State requirement can be met for 1577 Cañada Lane, without incorporating existing disturbed area.

PROPERTY DESCRIPTIONS

160 La Questa Way and 170 La Questa Way are adjacent properties with a 198 foot shared (side) property line. The northwest (side) property line of 1577 Cañada Lane serves as the rear property line for 160 and 170 La Questa Way. 1577 Cañada Lane extends out 421 feet to the west, beyond the two La Questa Way properties. Together, the three properties form an “L” shape. All three properties are currently served by electric, gas, and sanitary sewer.

Lot 1:

160 La Questa Way is approximately 0.903 acres; and is the third property down from the intersection of Cañada Lane and La Questa Way, on the southeast side of La Questa Way. The lot is relatively level, sloping gently to the south. The property has a net average slope of 9.2%, which is less than the trigger for a Natural State Requirement (the Municipal Code requires that lots with a net average slope of 12.5% or more keep a portion of the lot undeveloped, in Natural State). The lot is currently developed with a main residence and a detached Accessory Living Quarters (ALQ). The existing main residence is proposed for demolition (permits have been obtained) and the existing ALQ is to remain (in the absence of the existing main residence, the ALQ would be considered the main residence for the property).

Lot 2:

170 La Questa Way is approximately 0.905 acres; and is the fourth property down from the intersection of Cañada Lane and La Questa Way, on the southeast side of La Questa Way. It has a net average slope of 5.9%, making it the most level, of the three properties. The lot was developed with a main residence, and four accessory structures (a pump house, a storage building, a shed, and a swimming pool. The main residence, and all four accessory structures have been demolished (permits have not been finalized). Additionally, all of the Paved Area and Surface Coverage on-site has been removed, with the exception of the driveway approach, which is proposed to remain

(Attachment 8).

Lot 3:

1577 Cañada Lane is approximately 1.88 acres; and is located at the southeast end of Cañada Lane, southeast of the intersection of Cañada Lane and La Questa Way. The property is narrow (106 feet wide) and long, extending back 782 feet, from Canada Lane to the northeast. The property's side (northwest) property line acts as the rear property line for four properties located on the southeast side of La Questa Way (including Lot 1 and Lot 2, described above). The subject lot is currently developed with a main residence and three accessory structures (a swimming pool, a shed and a barn). All of the existing structures are proposed for demolition (permits have not been obtained). There are some steep slopes in the front (southern) portion of the property, surrounding the barn; however, the rear (northern) portion of the property, where the main residence is located, is relatively level. The property has a net average slope of 11.5%, which is less than the trigger for a Natural State Requirement.

PROJECT DESCRIPTION

The applicant proposes a LLA between three properties: 160 La Questa Way, 170 La Questa Way, and 1577 Cañada Lane. The applicant proposes to shift rear property lines of 160 La Questa Way and 170 La Questa Way 106 feet (the width of 1577 Cañada Lane) to the southeast, to the existing southeast (side) property line of 1577 Cañada Lane. Additionally, the applicant proposes to shift the shared (side) property line between 160 La Questa Way and 170 La Questa Way approximately 55 feet to the west.

Currently, both of the La Questa properties are non-conforming with regards to lot size. The existing properties are both approximately 4,000 square feet under the 1-acre minimum lot size for the SR zoning district. As a result of the proposed LLA, the La Questa Way properties would increase in size and the Canada Lane property would decrease in size. All three of the resulting properties would be over 1-acre in size, meeting the minimum lot size for the SR zoning district.

A Lot Line Adjustment between four or fewer existing, adjoining parcels is excluded from the subdivision requirements of the Subdivision Map Act under Section 66412(d), provided that it does not result in any additional lots, does not increase or create any nonconforming situations, and the resulting lots comply with the minimum lot size and average width requirements. The proposed LLA meets the above requirements.

ENVIRONMENTAL REVIEW

Section 15305 of the California Environmental Quality Act (CEQA) provides a categorical exemption for lot line adjustment where the gross average slope of the all lots is less than 20%. Sheet 1 of 1 of the Project Plans, prepared by the civil engineer indicates that the gross average slope of the subject lots is 9.9%; therefore, the project is exempt from CEQA.

DISCUSSION

Lot Line Adjustment

Woodside Municipal Code (WMC) §152.021 allows for a Lot Line Adjustment if the Planning Commission can make the following three findings:

1. The adjustment is consistent with the General Plan;

2. The adjustment conforms to the Zoning Code; and
3. The adjustment conforms to the Building Code.

Staff finds that the proposed project, as conditioned, conforms to the required findings found in WMC §152.021 in that:

1. The adjustment is consistent with the General Plan:

Staff finds that the project is consistent with the following Policies of the General Plan:

LUI.5.1 Lots shall be adequate in size and appropriate in shape for the range of accessory uses which are potentially allowed without creating a feeling of overcrowding, negative environmental impacts, or the need for variances.

The proposed LLA would shift the lot lines of three existing lots, to create three conforming lots, each exceeding the 1-acre minimum lot size for the SR zoning district. The proposed LLA would result in Lot 1 increasing in size, from 0.903 acres to 1.066 acres; Lot 2 increasing in size, from 0.905 acres to 1.621 acres; and, Lot 3 decreasing in size, from 1.88 acres to 1.024 acres. The proposed LLA would not reduce the ability to construct accessory uses. The proposed lots would be appropriately shaped (rectangular), and would provide ample opportunity for accessory uses customary to the SR zoning district.

LUI.5.2 Lot line adjustments can result in new development opportunities which would not exist without boundary adjustments. Given that these proposals most typically occur in steep hillside areas, CEQA review is required. Care should be taken in reviewing and approving such proposals to avoid incompatibility with neighborhood character.

The proposed Lot Line Adjustment, together with the abandonment of the two PG&E easements, would result in an increased development potential for Lots 1 and 2 and a decreased development potential for Lot 3. Total Floor Allowed on Lot 1 would increase from 7,081.38 square feet to 8,355.24 square feet (+1,273.86 SF); Total Floor Allowed on Lot 2 would increase from 7,096.14 square feet to 12,710.34 square feet (+5,614.2 SF); and, Total Floor Allowed on Lot 3 would decrease from 14,740.56 square feet to 8,032.68 square feet (-6,707.88 SF).

CEQA provides an exemption for a LLA if the gross average slope of all lots is less than 20%. The gross average slope is 9.9%, therefore, the project is exempt from CEQA review.

2. The adjustment conforms to the Zoning Ordinance:

Staff finds that the project complies with the Municipal Code:

Lot Area, Lot Width, and Floor Area

Lot 1 and Lot 2 are currently non-conforming with regards to lot size. They are both under the 1-acre minimum lot size required in the SR zoning district. The proposed LLA would increase the lot area of both lots to over 1-acre in size (1.066 acres and 1.621 acres, respectively). The existing size of Lot

3 is over the 1-acre minimum lot size. The LLA would decrease the lot area of Lot 3; however, its resulting lot area (1.024-acres) would still exceed 1-acre in size.

The required average lot width in the SR zoning district is 100 feet. All three properties have average lot widths that exceed 100 feet. The proposed LLA would decrease the average lot width of Lot 1 from 219 feet to 163.35 feet; increase the average lot width of Lot 2 from 250.75 feet to 299.43 feet; and, it would not affect the width of Lot 3, which would remain at 106 feet. All of the proposed lots would meet the minimum lot width requirement for the SR zoning district.

All of the existing structures are proposed for demolition, with the exception of the existing ALQ located on 160 LA Questa Way. The ALQ has a 710 square foot partial basement (approximately 315 cubic yards of grading). Once the main residence is demolished, the existing ALQ will be considered the main residence for the property. The property is allowed a 4,000 square foot main residence and a maximum of 1,778 cubic yards of basement grading. The new main residence would be under the maximum main residence size and the existing basement complies with limitation on basement grading; the proposed LLA would not create any non-conforming situations with regards to maximum main residence size or basement grading.

Table 1. Lot Area, Total Allowable Floor Area, and Maximum Main Residence Size.

	Lot 1 (160 LA Questa Way):	Lot 2 (170 La Questa Way):	Lot 3 (1577 Cañada Lane):
Net Lot Area:			
Required for SR Zone:	1 acre (43,560 SF)	1 acre (43,560 SF)	1 acre (43,560 SF)
Existing:	0.903 acres (39,341 SF)	0.905 acres (39,423 SF)	1.88 acres (81,892 SF)
Proposed:	1.066 acres (46,418 SF)	1.621 acres (70,613 SF)	1.024 acres (44,626 SF)
Change:	+7,077 SF	+31,190 SF	-37,266 SF
Lot Width:			
Required for SR Zone:	100 feet	100 feet	100 feet
Existing:	219 feet	250.75 feet	106 feet
Proposed:	163.35 feet	299.43 feet	106 feet
Total Allowable Floor Area:			
Existing:	7,081.38 SF	7,096.14 SF	14,740.56 SF
Proposed:	8,355.24 SF	12,710.34 SF	8,032.68 SF
Maximum Main Residence Size:			
Existing:	4,000 SF	4,000 SF	4,000 SF
Proposed:	4,000 SF	4,000 SF	4,000 SF

Paved Area and Surface Coverage

On conforming lots in the SR zoning district, Paved Area and Surface Coverage is limited to a maximum of 15,000 square feet. The majority of existing Paved Area and Surface Coverage on each

of the three lots has either already been permitted for removal, or is proposed for removal, and no new development is proposed at this time. On Lot 1, the applicant proposes to leave some patios/walkways (592 square feet) surrounding the ALQ and a portion of the existing gravel driveway (≈1,237 square feet); on Lot 2, the applicant proposes to remove all of the existing Paved Area and Surface Coverage except for a portion of the driveway (approximately 1,500 square feet); on Lot 3, the applicant proposes to leave an existing paved driveway (approximately 5,052 square feet). The proposed LLA would not create a nonconforming situation with regards to Paved Area and Surface Coverage on any of the lots.

Table 2. Paved Area & Surface Coverage.

	Lot 1 (160 La Questa Way):	Lot 2 (170 La Questa Way):	Lot 3 (1577 Cañada Lane):
Proposed Lot Configuration:			
Allowed:	15,000 SF	15,000 SF	15,000 SF
Proposed:	1,829 SF	≈1,500 SF	≈5,052 SF

Natural State

Section 153.136 of the Town’s Municipal Code requires that all undeveloped lots with a net average slope exceeding 12.5%, all developed lots with a net average slope exceeding 12.5%, and greater than 1 acre are subject to a Natural State requirement. None of the existing lots are subject to the Natural State Requirement; they all have a net average slope that is below 12.5%. The LLA will result in one of the lots, Lot 3, becoming subject to the Natural State Requirement. The average slope of the net lot area of Lot 3 would change from 11.5% to 14.4%. Pursuant to the Municipal Code requirement, if a property has a net average slope between 12.5% and 14.9%, 32.5% of the lot area must be left in Natural State. Sheet 1 of 1 of the Project Plans (**Attachment 8**), prepared by the civil engineer shows the existing and proposed calculations of net average slope and indicates that 32.5% (approximately 0.34-acres) of Lot 3 could be left in Natural State. A portion of the area designated to remain in Natural State, is currently being used as a horse turnout. Natural State areas should not be used for the keeping of livestock. The applicant will need to designate another portion of the property (with no grading, terrain alteration, keeping of livestock or removal of natural vegetation) to remain in a Natural State, when development is proposed on this property.

3. The adjustment conforms to the Building Code.

The applicant does not propose any new construction at this time, so the project is not subject to Building Code review. Future development will be required to comply with all applicable Planning and Building Codes. This review would occur during the Building Permit approval process.

CONCLUSION

Staff recommends that the Planning Commission adopt Resolution No. 2016-0xx approving the Lot Line Adjustment.

ATTACHMENTS

1. Draft Resolution
2. Application
3. Location Map
4. Lot Line Adjustment Documents
5. 160 La Questa Way Title Report, dated April 8, 2016
6. 170 La Questa Way Title Report, dated April 8, 2016
7. 1577 Cañada Lane Title Report, dated April 8, 2016
8. Project Plans, received September 23, 2016 (Planning Commission Only*)

*Copies of all materials distributed to Planning Commissioners are available at Town of Woodside, located at 2955 Woodside Road, Woodside, CA 94062 from 8:00 a.m.-10:00 p.m. and 1:00 p.m.-3:00 p.m., Monday through Friday.

RESOLUTION NO. 2016-0__

BEING A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF WOODSIDE APPROVING **LLAJ2016-0001**, A LOT LINE ADJUSTMENT BETWEEN THREE LOTS LOCATED AT **160 LA QUESTA WAY, 170 LA QUESTA WAY, AND 1577 CAÑADA LANE.**

WHEREAS, an application was submitted requesting approval of a Lot Line Adjustment between three lots, located at 160 La Questa Way, 170 La Questa Way, and 1577 Cañada Lane.;

WHEREAS the use of the subject properties has historically been, and would continued to be, used for residential purposes;

WHEREAS the proposed Lot Line Adjustment is proposed between three existing adjoining parcels and would not result in the creation of new lots;

WHEREAS the proposed Lot Line Adjustment is consistent with the General Plan and the Woodside Municipal Code;

WHEREAS the Town, as the Lead Agency, finds the project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305 for minor alterations to land that have a gross average slope of less than 20%;

WHEREAS on December 7, 2016, the Planning Commission conducted a duly noticed public hearing on the Project at which oral and written comments and a staff recommendation for approval of the Project were presented to the Commission. The Planning Commission reviewed and considered the information in the administrative record; and,

WHEREAS, that the Planning Commission hereby makes the following findings as required by Municipal Code Section 152.021(C), and as detailed and supported by the Planning Commission staff report of December 7, 2106:

1. The Planning Commission finds the Lot Line Adjustment to be consistent with the General Plan, with the following policies specifically noted:

LU1.5.1 Lots shall be adequate in size and appropriate in shape for the range of accessory uses which are potentially allowed without creating a feeling of overcrowding, negative environmental impacts, or the need for variances.

The proposed LLA would shift the lot lines of three existing lots, to create three conforming lots, each exceeding the 1-acre minimum lot size for the SR zoning district. The proposed LLA would result in Lot 1 increasing in size, from 0.903 acres to 1.066 acres; Lot 2 increasing in size, from 0.905 acres to 1.621 acres; and, Lot 3 decreasing in size, from 1.88 acres to 1.024 acres. The proposed LLA would not reduce the ability to construct accessory uses. The proposed lots would be appropriately shaped (rectangular), and would provide ample opportunity for accessory uses customary to the SR zoning district.

LUI.5.2 Lot line adjustments can result in new development opportunities which would not exist without boundary adjustments. Given that these proposals most typically occur in steep hillside areas, CEQA review is required. Care should be taken in reviewing and approving such proposals to avoid incompatibility with neighborhood character.

The proposed Lot Line Adjustment, together with the abandonment of the two PG&E easements, would result in an increased development potential for Lots 1 and 2 and a decreased development potential for Lot 3. Total Floor Allowed on Lot 1 would increase from 7,081.38 square feet to 8,355.24 square feet (+1,273.86 SF); Total Floor Allowed on Lot 2 would increase from 7,096.14 square feet to 12,710.34 square feet (+5,614.2 SF); and, Total Floor Allowed on Lot 3 would decrease from 14,740.56 square feet to 8,032.68 square feet (-6,707.88 SF).

CEQA provides an exemption for a LLA if the gross average slope of all lots is less than 20%. The gross average slope is 9.9%, therefore, the project is exempt from CEQA review.

2. The Planning Commission finds the Lot Line Adjustment conforms to the Zoning Ordinance for the following reasons:

Lot Area, Lot Width, and Floor Area

Lot 1 and Lot 2 are currently non-conforming with regards to lot size. They are both under the 1-acre minimum lot size required in the SR zoning district. The proposed LLA would increase the lot area of both lots to over 1-acre in size (1.066 acres and 1.621 acres, respectively). The existing size of Lot 3 is over the 1-acre minimum lot size. The LLA would decrease the lot area of Lot 3; however, its resulting lot area (1.024-acres) would still exceed 1-acre in size.

The required average lot width in the SR zoning district is 100 feet. All three properties have average lot widths that exceed 100 feet. The proposed LLA would decrease the average lot width of Lot 1 from 219 feet to 163.35 feet; increase the average lot width of Lot 2 from 250.75 feet to 299.43 feet; and, it would not affect the width of Lot 3, which would remain at 106 feet. All of the proposed lots would meet the minimum lot width requirement for the SR zoning district.

All of the existing structures are proposed for demolition, with the exception of the existing ALQ located on 160 LA Questa Way. The ALQ has a 710 square foot partial basement (approximately 315 cubic yards of grading). Once the main residence is demolished, the existing ALQ will be considered the main residence for the property. The property is allowed a 4,000 square foot main residence and a maximum of 1,778 cubic yards of basement grading. The new main residence would be under the maximum main residence size and the existing basement complies with limitation on basement grading; the proposed LLA would not create any non-conforming situations with regards to maximum main residence size or basement grading.

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Maximum Main Residence Size:			
Existing:	4,000 SF	4,000 SF	4,000 SF
Proposed:	4,000 SF	4,000 SF	4,000 SF

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On conforming lots in the SR zoning district, Paved Area and Surface Coverage is limited to a maximum of 15,000 square feet. The majority of existing Paved Area and Surface Coverage on each of the three lots has either already been permitted for removal, or is proposed for removal, and no new development is proposed at this time. On Lot 1, the applicant proposes to leave some patios/walkways (592 square feet) surrounding the ALQ and a portion of the existing gravel driveway (≈1,237 square feet); on Lot 2, the applicant proposes to remove all of the existing Paved Area and Surface Coverage except for a portion of the driveway (approximately 1,500 square feet); on Lot 3, the applicant proposes to leave an existing paved driveway (approximately 5,052 square feet). The proposed LLA would not create a nonconforming situation with regards to Paved Area and Surface Coverage on any of the lots.

Table 2. Paved Area & Surface Coverage.

	Lot 1 (160 LA Questa Way):	Lot 2 (170 La Questa Way):	Lot 3 (1577 Cañada Lane):
Proposed Lot Configuration:			
Allowed:	15,000 SF	15,000 SF	15,000 SF
Proposed:	1,829 SF	≈1,500 SF	≈5,052 SF

Natural State

Section 153.136 of the Town’s Municipal Code requires that all undeveloped lots with a net average slope exceeding 12.5%, all developed lots with a net average slope exceeding 12.5%, and lot areas

greater than 1 acre are subject to a natural state requirement. None of the existing lots are subject to the Natural State Requirement; they all have a net average slope that is below 12.5%. The LLA will result in one of the lots, Lot 3, becoming subject to the Natural State Requirement. The average slope of the net lot area of Lot 3 would change from 11.5% to 14.4%. Pursuant to the Municipal Code requirement, if a property has a net average slope between 12.5% and 14.9%, 32.5% of the lot area must be left in Natural State. Sheet 1 of 1 of the Project Plans (**Attachment 8**), prepared by the civil engineer shows the existing and proposed calculations of net average slope and indicates that 32.5% (approximately 0.34-acres) of Lot 3 could be left in Natural State. A portion of the area designated to remain in Natural State, is currently being used as a horse turnout. Natural State areas should not be used for the keeping of livestock. The applicant will need to designate another portion of the property (with no grading, terrain alteration, keeping of livestock or removal of natural vegetation) to remain in a Natural State, when development is proposed on this property.

3. The Planning Commission finds the Lot Line Adjustment conforms to the Building Code for the following reasons:

The project does not include any new construction at this time, so the project is not subject to Building Code review. Future development will be required to comply with all applicable Planning and Building Codes. This review would occur during the Building Permit approval process.

THEREFORE, BE IT RESOLVED, that the Planning Commission hereby approves **LLAJ2016-0001**, subject to the following Condition of Approval:

- I. Prior to Recordation of the Lot Line Adjustment:
 - a. The applicant shall abandon the 10' wide PG&E easement described in Instrument No. 46884-W, Book/Reel 4563, Page/Image 476 of Official Records (listed as Item #3 in the Title Report for 1577 Cañada Lane.
 - b. The applicant shall abandon the 10'x100' PG&E easement described in Instrument No. 1991-0985758 of Official Records (listed as Item #4 in the Title Report for 1577 Cañada Lane).
 - c. The applicant shall final the permits that have been issued to demolish the existing main residence (BLDG2016-0521) and remove the existing hardscape surrounding the residence (SITE2015-0077), at 160 La Questa Way.
 - d. The applicant shall obtain (and final) the necessary permits to remove the existing driveway at 160 La Questa Way and construct a new driveway to service the existing structure that is to remain on-site. The plans shall show that the (4) required parking spaces will be provided on-site.
 - e. The applicant shall final the permits that have been issued to demolish the existing structures (BLDG2015-0522/0523/0524) and remove the existing hardscape surrounding the structures (SITE2015-0078) at 170 La Questa Way.
 - f. The applicant shall obtain (and final) the necessary permits to remove the existing hardscape on the (northeast) portion of 1577 Cañada Lane, which would become part of the 160 and 170 La Questa properties, with the relocation of the property lines.
 - g. The applicant shall obtain (and final) the necessary permits to demolish the existing main residence and accessory structures, at 1577 Cañada Lane.
 - h. Revise the plans to show how the Natural State requirement can be met for 1577 Cañada Lane, without incorporating existing disturbed area.

PASSED AND ADOPTED this 7th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Grant Huberty, Chair

ATTEST: _____
Planning Secretary

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the Applicant, and Property Owner or Authorized Agent. The undersigned hereby acknowledges the approved terms and conditions and agrees to fully conform to and comply with said terms and conditions within the recommended time frames approved by the Planning Commission.

Property Owner or Authorized Agent

Date



PLANNING PUBLIC HEARING – APPLICATION
ARCHITECTURAL & SITE REVIEW BOARD/PLANNING COMMISSION

Town of Woodside
2955 Woodside Road
Woodside, California 94062
650 851.6790
www.woodsidetown.org

RECEIVED

JUL 22 2016

WOODSIDE TOWN HALL

Property Address: 160-170 La Questa Way & 1577 Canada Lane **APN #:** 073-101-400/410, 073-082-140

Property Owner: C/O Richard Holmstrom **Applicant:** O'Sullivan Architecture

Owner Address: 490 California Avenue, 4th floor, Palo Alto, CA 94306 **Applicant Address:** 1505 Dolores Street, San Francisco CA 94110

Phone Number: (650) 722-2970 **Phone Number:** 415-577-8521

Email: killian@osullivanarch.com **Email:** killian@osullivanarch.com

REQUEST FOR PUBLIC HEARING: (check all that apply)

<input type="checkbox"/> ASRA Design Review	<input type="checkbox"/> Exception to site development regulations specify which exception: <input type="text"/>
<input type="checkbox"/> ASRB Conceptual Design Review	<input type="checkbox"/> Exception to setback
<input type="checkbox"/> ASRB Formal Design Review	<input type="checkbox"/> Exception to maximum residence size
<input type="checkbox"/> ASRB Formal Design Review w/ Staff	<input type="checkbox"/> Conditional Use Permit (new, amendment, or renewal)
<input type="checkbox"/> Variance	<input type="checkbox"/> Amendment to Zoning Ordinance
<input checked="" type="checkbox"/> Lot Merger	<input type="checkbox"/> Amendment to General Plan
<input checked="" type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Other <input type="text"/>
<input type="checkbox"/> Subdivision/Land Division	
<input type="checkbox"/> CEQA Review	

Description of Project:
Lot Line Adjustment at 160 & 170 La Questa Way and 1577 Canada Lane

AFFIDAVIT

I declare that I am the owner (or authorized agent*) of the property involved in this application, and that the foregoing is true and correct in accordance with the requirements listed in Sections 153.226 of the Woodside Municipal Code.

In order for this application to be complete, the story poles are required to be erected at least 14 days prior to the meeting date. If the story poles are not erected by that time, the application will be deemed incomplete, in which case the application will be considered by the Board at a later date.

Government Code Section 65105: Entry on land by planning agency personnel – In the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

Signature of Owner: *Rich Holmstrom* **Date:** 7/20/16

*Authorized agent must provide written verification from the property owner.

FOR STAFF TO COMPLETE

Fee: \$5120 **Deposit:** \$4,880 **Receipt #:** R14996 **Received By:** *gudi* **Date:** 7/22/16

02 14 2003

365 /

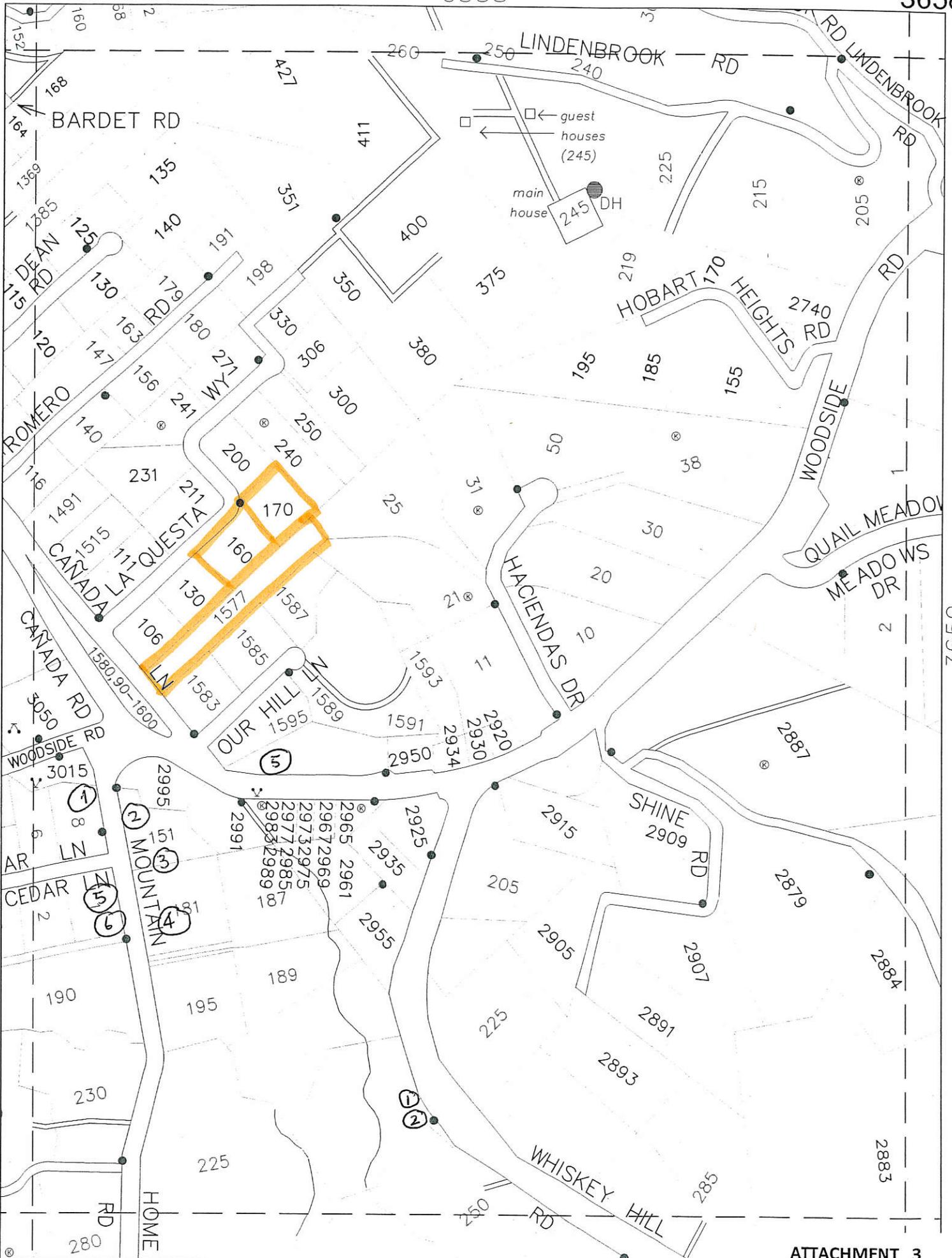
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RECORDING REQUESTED BY:
THE TOWN OF WOODSIDE
Exempt from Fee Pursuant to
Government Code, Section 6103

AFTER RECORDING, RETURN TO:
Town Clerk
Town of Woodside
2955 Woodside Road
PO Box 620005
Woodside, CA 94062

LOT LINE ADJUSTMENT LLA2016-0001

Address: 160 & 170 La Questa Way and 1577 Canada Lane
APNs: 073-101-410 / 073-101-400 / 073-082-140
Property Owners: 160 LA QUESTA PARTNERS LLC, a California Limited Liability Company
and
170 LA QUESTA PARTNERS LLC, a California Limited Liability Company
and
1577 CANADA LANE - Richard James Holmstrom and Kate McKellar Ridgway, Co-Trustees of the Holmstrom/Ridgway Revocable Trust U/A/D 2/15/2013

The parcels and transfer areas are more particularly described and shown as Exhibits A through J (attached).

Woodside has reviewed the attached lot line adjustment proposal and made the following findings:

- A greater number of parcels is not being created.
- The Lot Line Adjustment is between four or fewer adjoining parcels.
- The resulting parcels conform to local zoning and building ordinances.
- No infrastructure, utilities, or easements are adversely affected by the Lot Line Adjustment.

Based on the foregoing, the proposed Lot Line Adjustment is excluded from the Subdivision Map Act (66412(d)), and the Town has no objection to the recording of a deed or deeds effecting this change.

Frank J. Addiego, Town Surveyor RCE 18464
Town of Woodside

Date

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Sean Rose, Town Engineer RCE 64314
Town of Woodside,

Date

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Jackie C. Young, Planning Director
Town of Woodside

Date

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Richard J. Holmstrom, Manager
160 LA QUESTA PARTNERS LLC, a California Limited Liability Company
Property Owner

Date

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Richard J. Holmstrom, Manager
170 LA QUESTA PARTNERS LLC, a California Limited Liability Company
Property Owner

Date

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Richard J. Holmstrom, Co-Trustee of the Holmstrom / Ridgway
Revocable Trust U/A/D 2/5/2013

Date

Property Owner

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

Kate McKellar Ridgway, Co-Trustee of the Holmstrom / Ridgway
Revocable Trust U/A/D 2/5/2013

Date

Property Owner

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

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On _____ before me, _____
Personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Seal

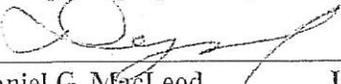
Exhibit "A"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
160 LA QUESTA WAY- EXISTING PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

The land referred to is situated in the Town of Woodside, County of San Mateo, State of California, and is described as follows:

Lot 12, as shown on that certain map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California, on February 27, 1948 in Book 28 of Maps at Pages 42 and 43.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016
Date



Exhibit "B"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
170 LA QUESTA WAY - EXISTING PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

The land referred to is situated in the Town of Woodside, County of San Mateo, State of California, and is described as follows:

A portion of Lot 11, as described on the map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, on February 27, 1948 in Book 28 of Maps at pages 42 and 43, described as follows:

Beginning at the point of intersection of the most southerly line of La Questa Way with the southwesterly line of Lot 11, as said Lot and Way are shown upon the herein referred to map;

Thence along the southwesterly line of Lot 11, South 44° 12' 30" East a distance of 197.68 feet to the southerly terminus thereof;

Thence along the southeasterly line of Lot 11, North 45° 47' 30" East a distance of 184.00 feet to the northeasterly corner thereof;

Thence along the Northeasterly line of Lot 11, North 44° 12' 30" West a distance of 215.00 feet to a point thereon;

Thence leaving said northeasterly line South 45° 47' 30" West to a point on the most southerly line of La Questa Way, said point being on a curve having a radius of 75 feet, a delta of 48° 11' 27" and an arc distance of 63.08 feet;

Thence southerly along the above described curve to the right, to the Point of Beginning.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod

L.S. 5304

SEPT. 21, 2016
Date



Exhibit "C"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
1577 CANADA LANE - EXISTING PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

The land referred to is situated in the Town of Woodside, County of San Mateo, State of California, and is described as follows:

Beginning at a point on the easterly line of the County Road where the line dividing the lands of Hansin E. Haaker from the lands of E. H. Rixford enters said line of said road;

Thence northeasterly along the line dividing the lands of said Haaker from the lands of Rixford 782 feet;

Thence at a right angle southeasterly 106 feet;

Thence at right angles southwesterly 782 feet to the said line of said County Road and thence northwesterly along said line of said road 106 feet, more or less to the Point of Beginning.

Being a strip of land of the width of 106 feet and the depth of 782 feet next adjoining the lands of said E.H. Rixford, being a strip of land 782 feet along and 106 feet wide and adjoining the southeasterly boundary line of La Questa Acres, as shown on the Map recorded in Book 28 of Maps at Page 42 and 43..

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod

L.S. 5304

SEPT. 21, 2016

Date



Exhibit "D"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
160 LA QUESTA WAY- ADJUSTED PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

A portion of Lot 12, as shown on that certain map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", filed in the Office of the County Recorder of said County and State on February 27, 1948 in Book 28 of Maps at Pages 42 and 43, and a portion of the lands described in the Grant Deed recorded on April 4, 2013 as Document Number 2013-050933, Official Records of said County; more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 12, being a point on the southeasterly right-of-way line of La Questa Way;

Thence along said southeasterly right-of-way line, North 45°31'00" East, 163.35 feet;

Thence South 44°12'30" East, 178.55 feet to the southeasterly line of said Lot 12, being also a point on the northwesterly line of said lands described in said Document Number 2013-050933;

Thence South 44°12'30" East, 106.00 feet to the southeasterly line of said lands described in said Document Number 2013-050933;

Thence along said southeasterly line, South 45°47'30" West, 163.35 feet to a point which bears South 44°12'30" East, 106.00 feet from the most southerly corner of said Lot 12;

Thence North 44°12'30" West, 106.00 feet to the most southerly corner of said Lot 12;

Thence along the southwest line of said Lot 12, North 44°12'30" West, 177.77 feet to the POINT OF BEGINNING.

Containing 46,418 square feet, more or less.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016
Date



Exhibit "E"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
170 LA QUESTA WAY - ADJUSTED PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

All of the lands described in the Grant Deed recorded on April 10, 2007, as Document Number 2007-054420, Official Records of San Mateo County, being a portion of Lot 11 as shown on the map entitled "Tract No. 581. La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of said County and State on February 27, 1948 in Book 28 of Maps at pages 42 and 43; a portion of Lot 12 as shown on said Map, and a portion of the lands described in the Grant Deed recorded on April 4, 2013 as Document Number 2013-050933, Official Records of San Mateo County; more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 12, being a point on the southeasterly right-of-way line of La Questa Way;

Thence along said southeasterly right-of-way line, North 45°31'00" East, 163.35 feet to the **TRUE POINT OF BEGINNING**;

Thence South 44°12'30" East, 178.55 feet to the southeasterly line of said Lot 12, being also a point on the northwesterly line of said lands described in said Document Number 2013-050933;

Thence South 44°12'30" East, 106.00 feet to the southeasterly line of said lands described in said Document Number 2013-050933;

Thence along said southeasterly line, North 45°47'30" East, 197.65 feet to most easterly corner of said lands described in said Document Number 2013-050933;

Thence along the northeasterly line of said lands described in said Document Number 2013-050933, North 44°12'30" West, 106.00 feet to the most northerly corner of said lands, being a point on the southeasterly line of said Lot 11;

Thence along said southeasterly line, North 45°47'30" East, 42.00 feet to the most easterly corner of said Lot 11;

Thence along the northeasterly line of said Lot 11, North 44°12'30" West, 215.00 feet to the most northerly corner of said lands described in said Document Number 2007-054420;

Thence along the northwesterly line of said lands described in last said Document, South 45°47'30" West, 169.68 feet to a point on the easterly right-of-way line of La Questa Way, said point being on a curve concave to the west having a radius of 75.00 feet, to which a radial line bears North 76°45'00" East;

Thence southerly along last said right-of-way line and said curve through a central angle 58°46'00", a length of 76.93 feet;

Thence continuing along last said right-of-way line, South 45°31'00" West, 6.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 70,613 square feet, more or less.

Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016

Date



Exhibit "F"

LEGAL DESCRIPTION
FOR LOT LINE ADJUSTMENT PURPOSES
1577 CANADA LANE - ADJUSTED PARCEL
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

A portion of the lands described in the Grant Deed recorded on April 4, 2013 as Document Number 2013-050933, Official Records of San Mateo County and more particularly described as follows:

Beginning at the most westerly corner of said lands described in said Document Number 2013-050933, said corner being the intersection the northeasterly right-of-way line of Canada Lane with the southeasterly line of the lands shown on the map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of said County and State on February 27, 1948 in Book 28 of Maps at pages 42 and 43;

Thence northeasterly along said southeasterly line, North 45°47'30" East, 421.00 feet to the most southerly corner of Lot 12, as shown on said map;

Thence South 44°12'30" East, 106.00 feet to the southeasterly line of said lands described in Document Number 2013-050933;

Thence along last said southeasterly line, South 45°47'30" West, 421.00 feet to the most southerly corner of said lands described in Document Number 2013-050933; said corner lying on said northeasterly right-of-way line of Canada Lane;

Thence northwesterly along said right-of-way line and the southwestery line of said lands described in Document Number 2013-050933, North 44°12'30" West, 106.00 feet to the POINT OF BEGINNING.

Containing 44,626 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016
Date



Exhibit "G"

LEGAL DESCRIPTION
FOR TRANSFER PARCEL
160 LA QUESTA PARTNERS LLC TO 170 LA QUESTA PARTNERS LLC
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

A portion of Lot 12 as shown on the map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of said County and State on February 27, 1948 in Book 28 of Maps at pages 42 and 43; said portion being more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 12, being a point on the southeasterly right-of-way line of La Questa Way;

Thence along said southeasterly right-of-way line, North 45°31'00" East, 163.35 feet to the TRUE POINT OF BEGINNING;

Thence South 44°12'30" East, 178.55 feet to the southeasterly line of said Lot 12;

Thence along said southeasterly line North 45°47'30" East, 55.65 feet to the most easterly corner of said Lot 12;

Thence along the northeasterly line of said Lot 12, North 44°12'30" West, 197.68 feet to the most northerly corner of said Lot 12; said corner lying on a curve concave to the west having a radius of 75.00 feet, a radial line to said corner bears South 86°01'03" East;

Thence southerly along said curve and said southeasterly right-of-way line of La Questa Way through a central angle of 41°32'03", a length of 54.37 feet;

Thence continuing along last said right-of-way line, South 45°31'00" West, 6.01 feet to the to the TRUE POINT OF BEGINNING.

Containing 10,238 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016
Date

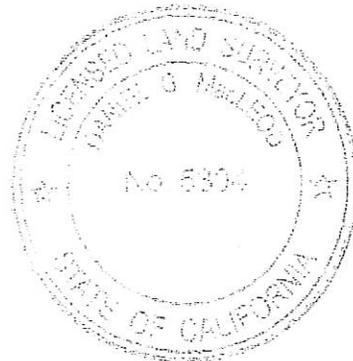


Exhibit "H"

LEGAL DESCRIPTION
FOR TRANSFER PARCEL
HOLMSTROM/RIDGWAY TRUST TO 160 LA QUESTA PARTNERS LLC
TOWN OF WOODSIDE, SAN MATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

A portion of the lands described in the Grant Deed recorded on April 4, 2013 as Document Number 2013-050933, Official Records of San Mateo County; more particularly described as follows:

BEGINNING at a point on the northwesterly line of said lands described in Document Number 2013-050933 and the southeasterly line of Lot 12, as said Lot is shown on the Map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of said County and State on February 27, 1948 in Book 28 of Maps at pages 42 and 43; said point lying North $45^{\circ}31'00''$ East, 163.35 feet and South $44^{\circ}12'30''$ East, 178.55 feet from the most westerly corner of said Lot 12,

Thence South $44^{\circ}12'30''$ East, 106.00 feet to the southeasterly line of said lands described in said Document Number 2013-050933;

Thence along said southeasterly line, South $45^{\circ}47'30''$ West, 163.35 feet to a point lying South $44^{\circ}12'30''$ East, 106.00 feet from the most southerly corner of said Lot 12;

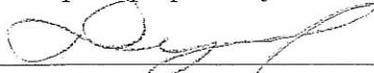
Thence North $44^{\circ}12'30''$ East, 106.00 feet to said southerly corner of said Lot 12;

Thence along said southeasterly line of Lot 12, North $45^{\circ}47'30''$ West, 163.35 feet to the POINT OF BEGINNING.

Containing 17,315 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod L.S. 5304

SEPT. 21, 2016
Date



Exhibit "I"

LEGAL DESCRIPTION
FOR TRANSFER PARCEL
HOLMSTROM/RIDGWAY TRUST TO 170 LA QUESTA PARTNERS LLC
TOWN OF WOODSIDE, SANMATEO COUNTY, CALIFORNIA

All that certain real property situate in the Town of Woodside, County of San Mateo, State of California, described as follows:

A portion of the lands described in the Grant Deed recorded on April 4, 2013 as Document Number 2013-050933, Official Records of San Mateo County; more particularly described as follows:

BEGINNING at a point on the northwesterly line of said lands described in Document Number 2013-050933 and the southeasterly line of Lot 12, as said Lot is shown on the Map entitled "Tract No. 581, La Questa Acres, San Mateo County, California", which map was filed in the Office of the Recorder of said County and State on February 27, 1948 in Book 28 of Maps at pages 42 and 43; said point lying North 45°31'00" East, 163.35 feet and South 44°12'30" East, 178.55 feet from the most westerly corner of said Lot 12,

Thence South 44°12'30" East, 106.00 feet to the southeasterly line of said lands described in said Document Number 2013-050933;

Thence along said southeasterly line, North 45°47'30" East, 197.65 feet to most easterly corner of said lands described in said Document Number 2013-050933;

Thence along the northeasterly line of said lands described in said Document Number 2013-050933, North 44°12'30" West, 106.00 feet to the most northerly corner of said lands, being a point on the southeasterly line of Lot 11 as shown on said Map;

Thence along said southeasterly lines of Lots 11 and 12, South 45°47'30" West, 197.65 feet to the POINT OF BEGINNING.

Containing 20,951 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod

L.S. 5304

SEPT. 21, 2016
Date



**April 08, 2016
Update**



**First American Title Company
National Commercial Services
1737 North First Street, Suite 500
San Jose, CA 95112**

RECEIVED

JUL 22 2016

WOODSIDE TOWN HALL

Mary Rieger
Menlo Equities LLC
490 S California Ave Fl 4
Palo Alto , CA 94306
Phone: (650)326-9300

Escrow Officer: Carol M. Herrera
Phone: (408)451-7829
Email: cmherrera@firstam.com
Property: 160 La Questa Way, Woodside, CA

PRELIMINARY REPORT

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

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

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

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

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

Dated as of March 07, 2016 at 7:30 A.M.

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

ALTA Standard Owner Policy

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

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

160 LA QUESTA PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. This item has been intentionally deleted.
3. A notice of assessment recorded January 22, 2002 as Instrument No. 2002-10827 of official records , executed by Town of Woodside.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. This item has been intentionally deleted.
6. A Deed of Trust to secure an original indebtedness of \$1,770,000.00 recorded September 26, 2013 as Instrument No. 2013-138620 of Official Records.
Dated: September 25, 2013
Trustor: 160 La Questa Partners LLC, a California limited liability company
Trustee: The Northern Trust Company
Beneficiary: The Northern Trust Company, a corporation

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

The effect of a document entitled "Full Reconveyance", recorded September 30, 2015 as Instrument No. 2015-103796 of Official Records.

A document recorded October 21, 2015 as Instrument No. 2015-111411 of Official Records provides that The Northern Trust Company, an Illinois banking corporation was substituted as trustee under the deed of trust.

The effect of a document entitled "Substitution of Trustee and Full Reconveyance", recorded October 21, 2015 as Instrument No. 2015-111411 of Official Records. Said document contains incorrect information as to Deed of Trust referred to therein

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

7. A Deed of Trust to secure an original indebtedness of \$1,770,000.00 recorded September 30, 2015 as Instrument No. 2015-103795 of Official Records.

Dated: September 25, 2015
Trustor: 160 La Questa Partners LLC, a California limited liability company
Trustee: The Northern Trust Company, an Illinois banking corporation
Beneficiary: The Northern Trust Company

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

1. Taxes for proration purposes only for the fiscal year 2015-2016.
First Installment: \$19,069.81, PAID
Second Installment: \$19,069.81, PAID
Tax Rate Area: 15-004
APN: 073-101-410
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Single Family Residence known as 160 LA QUESTA WAY, WOODSIDE, CA.
3. 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
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. 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:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. 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.
 3. 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:
 1. 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;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. 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:
1. 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;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. 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:
1. 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;
 2. A full copy of the partnership agreement and any amendments;
 3. 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:
1. A copy of its operating agreement and any amendments thereto;
 2. 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;
 3. 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;
 4. 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.
 5. 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:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. 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.
 3. 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:
1. 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.

LEGAL DESCRIPTION

Real property in the City of Woodside, County of San Mateo, State of California, described as follows:

LOT 12, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 581 LA QUESTA ACRES, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON FEBRUARY 27, 1948 IN BOOK 28 OF MAPS AT PAGES 42 AND 43.

APN: 073-101-410 JPN: 073-010-101-41A

NOTICE I

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

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

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.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) 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) a notice of exercising the right appears in the public records on the Policy Date

- (b) 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:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) 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:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

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

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

April 08, 2016
Update



First American Title Company
National Commercial Services
1737 North First Street, Suite 500
San Jose, CA 95112

RECEIVED

JUL 22 2016

WOODSIDE TOWN HALL

Mary Rieger
Menlo Equities LLC
490 S California Ave Fl 4
Palo Alto, CA 94306
Phone: (650)326-9300

Escrow Officer: Carol M. Herrera
Phone: (408)451-7829
Email: cmherrera@firstam.com
Property: 170 La Questa, Woodside, CA

PRELIMINARY REPORT

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

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

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

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

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

Dated as of March 07, 2016 at 7:30 A.M.

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

ALTA Standard Owner Policy

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

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

170 La Questa Partners LLC, a California limited liability company

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A deed of trust to secure an original indebtedness of \$1,750,000.00 recorded February 09, 2009 as INSTRUMENT NO. 2009-012790 of official records.

Dated:	January 16, 2009
Trustor:	170 La Questa Partners LLC, a California limited liability company
Trustee:	Northern Trust, NA
Beneficiary:	Northern Trust, NA

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

1. Taxes for proration purposes only for the fiscal year 2015-2016.
First Installment: \$16,335.74, PAID
Second Installment: \$16,335.74, PAID
Tax Rate Area: 15-022
APN: 073-101-400
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Single Family Residence known as 170 LA QUESTA, WOODSIDE, CA.
3. 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
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. 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:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. 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.
 3. 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:
 1. 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;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. 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:

1. 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;
2. A full copy of the partnership agreement and any amendment;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
4. 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:

1. 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;
2. A full copy of the partnership agreement and any amendments;
3. 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:

1. A copy of its operating agreement and any amendments thereto;
2. 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;
3. 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;
4. 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.
5. 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:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
2. 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.
3. 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:

1. 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.

LEGAL DESCRIPTION

Real property in the Town of Woodside, County of San Mateo, State of California, described as follows:

A PORTION OF LOT 11, AS DESCRIBED ON THE MAP ENTITLED "TRACT NO. 581 LA QUESTA ACRES, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON FEBRUARY 27, 1948 IN BOOK 28 OF MAPS AT PAGES 42, AND 43, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE MOST SOUTHERLY LINE OF LA QUESTA WAY WITH THE SOUTHWESTERLY LINE OF LOT 11, AS SAID LOT AND WAY ARE SHOWN UPON THE HEREIN REFERRED TO MAP; THENCE ALONG THE SOUTHWESTERLY LINE OF LOT 11, SOUTH 44° 12' 30" EAST A DISTANCE OF 197.68 FEET TO THE SOUTHERLY TERMINUS THEREOF; THENCE ALONG THE SOUTHEASTERLY LINE OF LOT 11, NORTH 45° 47' 30" EAST A DISTANCE OF 184.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 11, NORTH 44° 12' 30" WEST A DISTANCE OF 215.00 FEET TO A POINT THEREON; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 45° 47' 30" WEST TO A POINT ON THE MOST SOUTHERLY LINE OF LA QUESTA WAY, SAID POINT BEING ON A CURVE HAVING A RADIUS OF 75 FEET, A DELTA OF 48° 11' 27" AND AN ARC DISTANCE OF 63.08 FEET; THENCE SOUTHERLY ALONG THE ABOVE DESCRIBED CURVE TO THE RIGHT, TO THE POINT OF BEGINNING.

APN: 073-101-400
JPN: 073-010-101-40A

NOTICE I

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

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

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.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) 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) a notice of exercising the right appears in the public records on the Policy Date

- (b) 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:
- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) 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:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

April 08, 2016
Update



**First American Title Company
National Commercial Services
1737 North First Street, Suite 500
San Jose, CA 95112**

RECEIVED
JUL 22 2016
WOODSIDE TOWN HALL

Mary Rieger
Menlo Equities LLC
490 S California Ave Fl 4
Palo Alto, CA 94306
Phone: (650)326-9300

Escrow Officer: Carol M. Herrera
Phone: (408)451-7829
Email: cmherrera@firstam.com
Property: 1577 Canada Lane, Woodside, CA

PRELIMINARY REPORT

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

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

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

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

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

Dated as of March 07, 2016 at 7:30 A.M.

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

ALTA Standard Owner Policy

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

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

RICHARD JAMES HOLMSTROM AND KATE MCKELLAR RIDGWAY, CO-TRUSTEES OF THE
HOLMSTROM/RIDGWAY REVOCABLE TRUST U/A/D 2/5/2013

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for pole lines and appurtenances and incidental purposes, recorded October 7, 1963 as Instrument No. 46884-W, Book/Reel 4563, Page/Image 476 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein
4. An easement for underground conduits, pipes, manholes, service boxes, wires, cables and electrical conductors, risers and service pedestals, underground switches, fuses, terminals and transformers and fixtures and appurtenances and incidental purposes, recorded July 30, 1991 as Instrument No. 1991-098578 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein

5. A Deed of Trust to secure an original indebtedness of \$1,000,000.00 recorded June 9, 2003 as Instrument No. 2003-157218 of Official Records.

Dated: January 27, 2003
Trustor: Richard J. Holmstrom and Kate M. Ridgway, husband and wife
as community property
Trustee: Northern Trust Bank of California N.A.,
Beneficiary: Northern Trust Bank of California N.A.,

A document recorded July 25, 2013 as Instrument No. 2013-108726, of Official Records provides that the Deed of Trust/Mortgage or the obligation secured thereby has been modified.

6. This item has been intentionally deleted.

INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

1. Taxes for proration purposes only for the fiscal year 2015-2016.
First Installment: \$9,700.75, PAID
Second Installment: \$9,700.75, PAID
Tax Rate Area: 15-004
APN: 073-082-140
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) SINGLE FAMILY RESIDENCE known as 1577 CANADA LANE, WOODSIDE, CA.
3. 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
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. 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:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. 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.
 3. 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:
 1. 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;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. 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:
1. 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;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. 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:
1. 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;
 2. A full copy of the partnership agreement and any amendments;
 3. 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:
1. A copy of its operating agreement and any amendments thereto;
 2. 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;
 3. 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;
 4. 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.
 5. 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:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. 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.
 3. 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:
1. 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.

LEGAL DESCRIPTION

Real property in the Town of Woodside, County of San Mateo, State of California, described as follows:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE COUNTY ROAD WHERE THE LINE DIVIDING THE LANDS OF HANSIN E. HAAKER FROM THE LANDS OF E. H. RIXFORD ENTERS SAID LINE OF SAID ROAD; THENCE NORTHEASTERLY ALONG THE LINE DIVIDING THE LANDS OF SAID HAAKER FROM THE LANDS OF RIXFORD 782 FEET; THENCE AT A RIGHT ANGLES SOUTHEASTERLY 106 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 782 FEET TO THE SAID LINE OF SAID COUNTY ROAD AND THENCE NORTHWESTERLY ALONG SAID LINE OF SAID ROAD 106 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

BEING A STRIP OF LAND OF THE WIDTH OF 106 FEET AND THE DEPTH OF 782 FEET NEXT ADJOINING THE LANDS OF SAID E.H. RIXFORD, BEING A STRIP OF LAND 782 FEET ALONG AND 106 FEET WIDE AND ADJOINING THE SOUTHEASTERLY BOUNDARY LINE OF LA QUESTA ACRES, AS SHOWN ON THE MAP RECORDED IN BOOK 28 OF MAPS AT PAGE 42.

APN: 073-082-140; JPN : 073-008-082-14A

NOTICE I

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

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

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.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) 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) a notice of exercising the right appears in the public records on the Policy Date

- (b) 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:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) 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:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.