

## PURCHASE AND SALE AGREEMENT

(1540 6th Street)

This purchase and sale agreement ("Agreement") is dated as of March 26, 2019, and is between CONTRA COSTA COUNTY, a political subdivision of the state of California, in its capacity as the housing successor to the Contra Costa County Redevelopment Agency under Health and Safety Code 34176 (the "Seller"), and GERARDO ALONSO SERRANO and Ofelia Alonso Serrano a married couple (the "Purchaser").

### RECITALS

A. The Seller is the owner of that certain real property located at 1540 6th Street, in North Richmond, in unincorporated Contra Costa County, as further described in Exhibit A, incorporated herein by reference (the "Property"). The Seller acquired the Property using funds from the former redevelopment agency's low and moderate housing fund, established pursuant to Health and Safety Code section 33334.2. The Property has been identified as a "housing asset" pursuant to Health and Safety Code section 34176.

B. The Seller intends to convey the Property to Purchaser in accordance with Health and Safety Code section 33433. In accordance with Health and Safety Code section 33431, the Seller is required to hold a duly noticed public hearing to consider approval of this Agreement. The Seller's Board of Supervisors conducted the required noticed public hearing on March 12, 2019.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties mutually agree as follows:

### ARTICLE 1. PURCHASE AND SALE.

1.1 Conveyance of Property. Subject to the terms and conditions of this Agreement, the Seller agrees to sell and Purchaser agrees to purchase, the Property.

1.2 Purchase Price for the Property. The total purchase price to be paid by Purchaser to the Seller for the Property is Sixty-One Thousand Dollars (\$61,000) (the "Purchase Price"). The Purchaser shall deposit the Purchase Price and other sums required hereunder to the Title Company (as defined in Section 2.1). The Purchase Price will be delivered in the form of a certified or cashier's check, electronic transfer of funds, or other immediately available funds, on or before the Closing Date (as defined in Section 3.3).

1.3 "As-Is" Conveyance.

**THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING AND THE PURCHASER IS OBTAINING FEE INTEREST IN THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING**

**WITHOUT LIMITATION: (1) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (2) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (3) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (4) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, FITNESS, SUITABILITY, VALUE OR ADEQUACY FOR ANY PARTICULAR PURPOSE; (5) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (6) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (7) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS, AS DEFINED BELOW, ON, UNDER OR WITHIN THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY; AND (8) THE CONDITION OF TITLE TO THE PROPERTY. "HAZARDOUS MATERIALS" MEANS ANY SUBSTANCE, MATERIAL, OR WASTE THAT IS OR MAY BECOME DESIGNATED, CLASSIFIED OR REGULATED AS BEING "TOXIC," "HAZARDOUS," OR A "POLLUTANT" UNDER ANY FEDERAL OR STATE LAW OR REGULATION.**

**THE PURCHASER AFFIRMS THAT THE PURCHASER IS NOT RELYING ON THE SKILL OR JUDGMENT OF THE SELLER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT IT IS USING ITS INDEPENDENT JUDGMENT AND MAKING ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION RELATIVE TO THE PROPERTY AND IS RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY. THE PURCHASER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.**

## ARTICLE 2. ESCROW.

2.1 Opening Escrow. Promptly following execution of this Agreement, the parties will open an escrow (the "Escrow") with the Oakland Office of Old Republic Title Company (the "Title Company") for conveyance of the Property to the Purchaser, as further described in

Section 3. If, for any reason, the named Title Company is unable to handle the transaction through the close of Escrow, the County's Real Property Agent assigned to oversee the conveyance of this Property will select an alternate title company to handle the transaction and will notify the Purchaser in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the alternate title company will be the "Title Company" for purposes of this Agreement. The Purchaser hereby authorizes the Seller to prepare escrow instructions and file escrow instructions with the Title Company, on behalf of the Purchaser, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

2.2 Costs of Closing. In addition to payment of the Purchase Price, the Purchaser will cause the payment of, and will deposit into Escrow an amount equal to, all fees, charges and costs necessary to close Escrow. Each party is responsible for its own legal, professional fees and fees of other consultants incurred with regard to this transaction.

2.3 Title Policy. The Purchaser is solely responsible for any costs or premiums charged by the Title Company for the title insurance policy or special endorsements required by the Purchaser.

### ARTICLE 3. CLOSING.

3.1 Conditions. The obligations of the parties to consummate the conveyance of the Property is subject to the following:

(a) The Seller delivering the Grant Deed (defined in Section 3.2 below) to the Title Company, subject to the limitations set forth in Section 3.2 below.

(b) If requested by the Purchaser, the Title Company delivering to the Purchaser a standard coverage CLTA policy of title insurance in the amount of the Purchase Price insuring fee title to the Property vested in the Purchaser free and clear of any liens, encumbrances and interests, or other clouds on title except for any liens, encumbrances and interests, or other clouds on title shown on the Title Company's preliminary title report, Order No. 1127021861-AS, dated August 28, 2018, attached hereto as Exhibit B, incorporated herein by this reference (the "Title Report").

(c) The Purchaser delivering to the Title Company, the Purchase Price and all other funds necessary to close Escrow.

(d) The Seller and the Purchaser executing and delivering any and all other documents necessary for the Seller to convey fee title to the Property to the Purchaser.

3.2 Deed for Property. The Seller will deliver a grant deed in recordable form and properly executed on behalf of the Seller in favor of the Purchaser, conveying to the Purchaser the Property in fee simple absolute (the "Grant Deed"), subject to the liens, encumbrances and interests, or other clouds on title shown on the Title Report.

3.3 Close of Escrow. Escrow shall close upon the conveyance of the Property to the Purchaser. On the closing date, the Title Company shall close Escrow as follows:

- (a) Record the Grant Deed, marked for return to the Purchaser;
- (b) Issue the title policy, if requested to do so by the Purchaser;
- (c) Prorate taxes, assessments, and other charges as provided by this Agreement;
- (d) Disburse to the Seller the Purchaser Price, less prorated amounts and charges to be paid on behalf of the Seller;
- (e) Prepare and deliver to the Seller and the Purchaser one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Seller and the Purchaser and retain all funds and documents pending receipt of further instructions from the Seller.

3.4 Payment of Property Taxes and Assessments. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitute a lien on the Property shall be cleared and paid by the Seller as of the date title shall vest in the Purchaser by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES.

4.1 Purchaser's Representations and Warranties. The Purchaser represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

- (a) The Purchaser has the full power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) This Agreement and all agreements, instruments and documents provided to be executed by the Purchaser are duly authorized, executed and delivered by and are binding upon the Purchaser.
- (c) Purchaser has not dealt with any third party in a manner that would obligate Seller to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby.

4.2 Seller's Representations and Warranties. Seller represents and warrants to the Purchaser that as of the Closing Date:

(a) Seller has fee title to the Property and has the legal right, power, and authority to enter into this Agreement and perform all of its obligations under this Agreement.

(b) This Agreement and all agreements, instruments and documents provided to be executed by Seller are duly authorized, executed and delivered by and are binding upon Seller.

## ARTICLE 5. MISCELLANEOUS.

5.1 Modifications; Waivers. No supplement, modification, waiver or termination of this Agreement is binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement constitutes a waiver of any other provision of this Agreement (whether or not similar), nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

5.2 Notices. Any notice or other communication given by either party to the other party relating to this Agreement is to be sent by certified mail, return receipt requested, by reputable delivery service, with a delivery receipt, or by personal delivery, with a delivery receipt, addressed to the other party at the respective addresses set forth below,

Seller: Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Director

Contra Costa County  
Real Estate Division/Public Works Department  
40 Muir Road  
Martinez, CA 94553  
Attention: Principal Real Property Agent

Purchaser: Gerardo Alonso Serrano and Ofelia Alonso Serrano  
1540 6th Street  
North Richmond, CA 94801

Notice will be deemed received by a party on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable.

5.3 Binding Effect. This Agreement is binding upon the Seller and the Purchaser and inures to the benefit of successors and assigns of the parties.

5.4 Survival. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement will survive the assignment, expiration or termination of this

Agreement and will not merge in the deed or other documents following delivery and recordation of the deed or other documents.

5.5 Time of the Essence. Time is of the essence with respect to all matters contemplated by this Agreement.

5.6 Attorney's Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees.

5.7 Further Approvals. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement.

5.8 California Law. This Agreement is governed by the laws of the State of California.

5.9 Invalidity. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of the Agreement will not be affected.

5.10 Headings. The headings used in this Agreement are for convenience only and are to be disregarded in interpreting the substantive provisions of this Agreement.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which being an original, but all of which together constituting one instrument.

[The Signature Page Follows]

IN WITNESS WHEREOF, the parties are signing this Agreement as of the date set forth in the introductory paragraph.

**SELLER:**

CONTRA COSTA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

GERARDO ALONSO SERRANO, a married man

By: \_\_\_\_\_

OFELIA ALONSO SERRANO, a married woman

By: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Maureen Toms  
Deputy Director, Department of  
Conservation and Development

**APPROVED AS TO FORM:**

Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Contra Costa, State of California, and is described as follows:

N RICH LD & FERRY CO #2 LOTS 31 & 32 BLK 59

APN: 409-132-015-2



EXHIBIT B

PRELIMINARY TITLE REPORT

## EXHIBIT A

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

Lots 31 and 32, in Block 59, as designated on the Map entitled, "Map of North Richmond Land and Ferry Co. Tract 2", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California on September 19, 1911, in Book 5 of Maps, at Page 124, Contra Costa County Records.

APN: 409-132-015



**OLD REPUBLIC**  
TITLE COMPANY

555 12th Street, Suite 2000  
Oakland, CA 94607  
(510) 286-7788 Fax: (510) 208-5047

## PRELIMINARY REPORT

CONTRA COSTA COUNTY REDEVELOPMENT  
AGENCY

Our Order Number 1127021861-AS

When Replying Please Contact:

Alice Sung  
asung@ortc.com  
(510) 286-7788

Property Address:

APN 409-132-015 , Richmond, CA 94801  
[Unincorporated area of Contra Costa County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I 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 August 28, 2018, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1127021861-AS

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

CLTA Standard Coverage Policy -1990. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Contra Costa County Redevelopment Agency, a public body, corporate and public

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

Lots 31 and 32, in Block 59, as designated on the Map entitled, "Map of North Richmond Land and Ferry Co. Tract 2", which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California on September 19, 1911, [in Book 5 of Maps, at Page 124](#), Contra Costa County Records.

APN: 409-132-015

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

1. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2017 - 2018, as follows:

Assessor's Parcel No	:	409-132-015	
Code No.	:	85-075	
1st Installment	:	\$0.00 No Tax Due	NOT Marked Paid
2nd Installment	:	\$0.00 No Tax Due	NOT Marked Paid
Land Value	:	\$7,957.00	

No Taxes Due

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

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1127021861-AS

4. A Notice as follows:

Entitled : Notice of Violation  
By : Contra Costa County Building Inspection Department  
Recorded : [December 20, 2005 in Official Records under Recorder's Serial Number 2005-0487573](#)  
Returned to  
Address : Building Inspection Department, 651 Pine Street, 4th Floor, Martinez, CA 94553

5. Amended Redevelopment Plan, as follows:

Entitled : Statement of Institution of Redevelopment Plan Amendment  
By : Contra Costa County Redevelopment Agency  
Recorded : [June 2, 2008 in Official Records under Recorder's Serial Number 2008-0121615](#)  
Returned to  
Address : 2530 Arnold Drive, Suite 190, Martinez, CA 94553 Attn: Redevelopment Director

6. Any unrecorded and subsisting leases.

7. Satisfactory evidence furnished to this Company:

- a) as to the due formation and continued existence of Contra Costa County Redevelopment Agency as a legal entity under the laws of California; and
- b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.

8. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

9. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.

10. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

11. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

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

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and said land is unimproved. Said vacant land is known as: Vacant Land APN 409-132-015, Richmond, CA 94801

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

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

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

Instrument

Entitled : Tax Deed to Purchaser of Tax-Defaulted Property  
By/From : Tax Collector of Contra Costa County  
To : Contra Costa County Redevelopment Agency, a public body,  
corporate and public  
Recorded : [February 19, 2004 in Official Records under Recorder's Serial Number 2004-0054577](#)

O.N.  
IKP

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-  
  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.



**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

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

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

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)



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

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

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

## Other Important Information

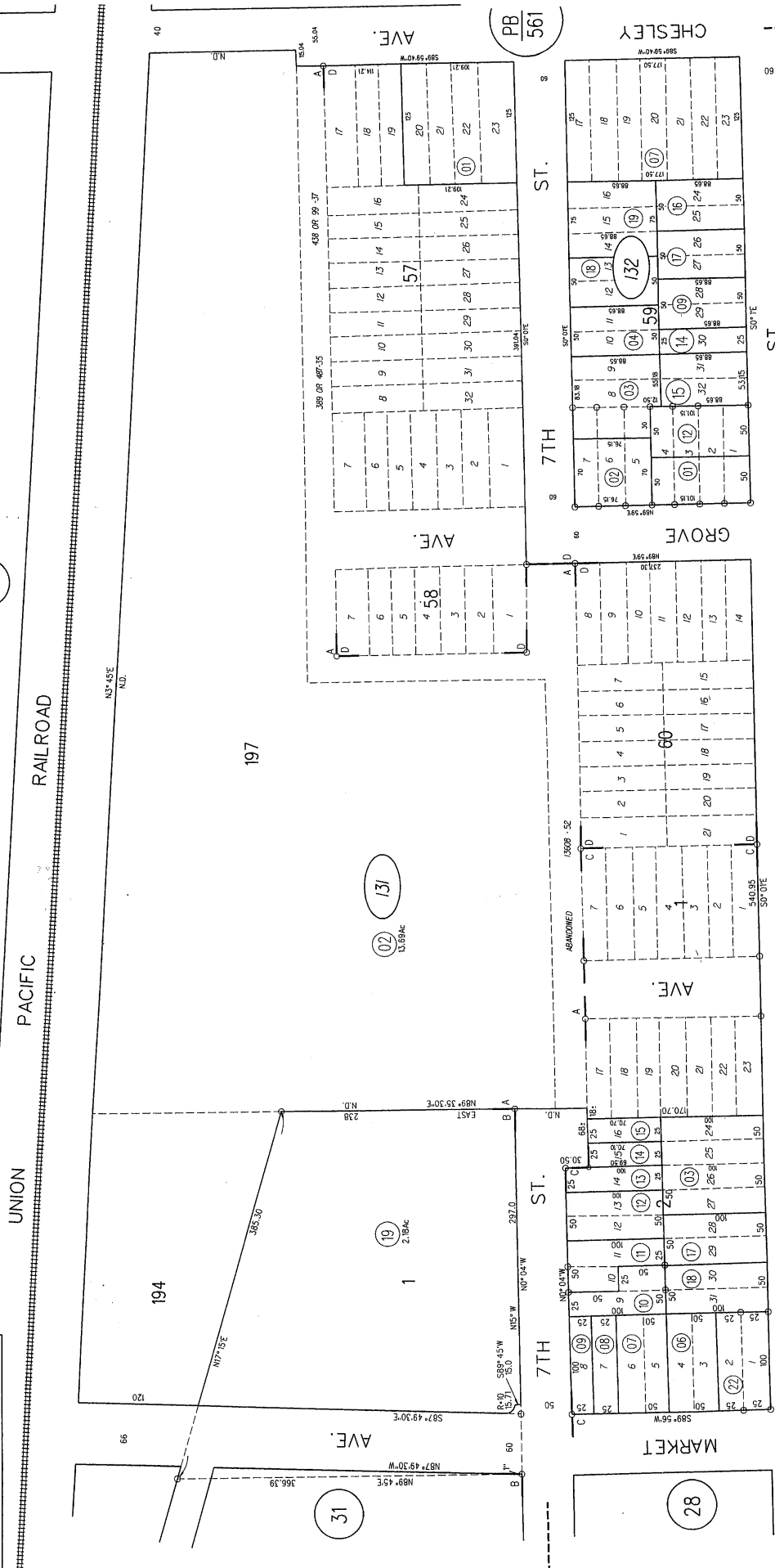
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## Affiliates Who May be Delivering This Notice

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

- A- POR. SAN PABLO RANCHO
- B- LOOMIS SUBDIVISION M.B. C.-46
- C- NORTH RICHMOND LAND AND FERRY CO. TRACT NO.1 M.B. 1-18
- D- NORTH RICHMOND LAND AND FERRY CO. TRACT NO.2 M.B. 5-124

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