

File No. 110831

Committee Item No. \_\_\_\_\_

Board Item No. 39

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee \_\_\_\_\_

Date \_\_\_\_\_

Board of Supervisors Meeting

Date August 2, 2011

#### Cmte Board

- |                          |                                     |                                              |
|--------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget Analyst Report                        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU                                          |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                          |                          |                                                         |
|--------------------------|--------------------------|---------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <u>Appeal of Tentative Map - 1621 Montgomery Street</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____                                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | _____                                                   |

Completed by: Joy Lamug

Date July 28, 2011

Completed by: \_\_\_\_\_

Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 20 pages. The complete document is in the file.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2011 JUL 15 PM 3:25

BY

*RBC*

BERDING | WEIL

ATTORNEYS AT LAW

Berding & Weil LLP  
3240 Stone Valley Road West  
Alamo, California 94507

tel 925 838 2090  
fax 925 820 5592

July 15, 2011

berding-weil.com

VIA COURIER

Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

Attn: Clerk of the Board

Re: Appeal of Approval of Tentative Map  
1621 Montgomery Street  
Block 0060, Lot 310

Dear Members of the Board of Supervisors,

Our client Lombard Plaza Owners Association hereby appeals the decision of the City Surveyor to approve the tentative map for the property captioned above. The bases for this appeal include, without limitation, the following:

- Lack of notice to the Association of the tentative map's approval.
- Lack of notice to the Association of a public hearing on this matter.
- If a hearing was not conducted, the lack of a public hearing on this matter.
- Creation of an illegal subdivision.
- Division of a condominium unit apart from the entire condominium interest.
- Illegal partition of common area.
- Lack of legally-required consents.
- Lack of existing governance structure for the common area of the subdivision and management of the subdivision.
- Lack of a legal mechanism to pay real property obligations of the subdivision.

- Nonconformance with existing covenants, conditions and restrictions recorded on the subdivision.
- Lack of consideration of environmental, health/safety, legal, financial, security and management obligations of the Association for the property to be subdivided.
- Lack of evidence that units resulting from the subdivision can satisfy minimum size requirements.

The Association reserves the right to supplement the bases for its appeal, for reasons that include but are not limited to lack of notice of approval of the tentative map and in light of its efforts to submit this appeal within the time established by the City for such action. By submitting this appeal within the deadline, the Association concedes none of its rights under City ordinance or state law with respect thereto.

Please notify us of the date and time of the appeals hearing set in this matter and of any other process required.

Very truly yours,

**BERDING & WEIL LLP**



Sandra M. Bonato  
sbonato@berding-weil.com

SMB:drr

O:\WDOCS\6415\01\LETTER\00550701.DOC



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
[www.sfdpw.org](http://www.sfdpw.org)  
San Francisco Mapping and Information

Department of Public Works  
Office of the City and County Surveyor  
875 Stevenson Street, Room 410  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Date: July 6, 2011

Approval of Tentative Map for

**4 Units Commercial Condominiums**

Address	Block	Lot
1621 MONTGOMERY ST	0060	310

Dear Sir/Madam:

This is to advise you that based on our findings the City and County Surveyor has made his decision affirming the approval of the subject Tentative Map.

The City and County Surveyor, together with the Planning Department and Department of Building Inspection have reviewed the application for conformity with the General Plan, and with the requirements of the Subdivision Map Act, the San Francisco Subdivision Code and applicable regulations for the Tentative Map.

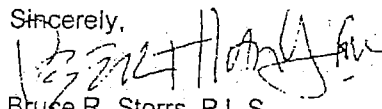
Subdivision Code Section 1314 provides that an appeal of the decision of the City and County Surveyor may be made to the Board of Supervisors, located at 1 Dr. Carlton B. Goodlett Place, Room 244, telephone number (415) 554-5184.

**Any such appeal must be filed in writing with the Clerk of the Board within ten (10) days of the date of this letter along with a check in the amount of \$284 made out to the Department of Public Works.**

The file for this project is available for viewing at the Office of the City and County Surveyor located at 875 Stevenson Street, Room 410 during regular business hours.

If you have any questions on this matter, please contact us at (415) 554-5827, or our email address: [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

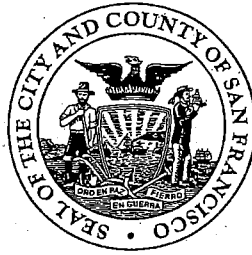
Sincerely,

  
Bruce R. Storrs, P.L.S.

City and County Surveyor

City and County of San Francisco

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

July 18, 2011

Edward Reiskin, Director  
Department of Public Works  
City Hall, Room 348  
San Francisco, CA 94102

File Number 110831  
Appeal of Tentative Map for 1621 Montgomery Street  
Lot No. 0060 Assessor's Block No. 310  
4-Units Commercial Condominium

RECEIVED  
11 JUL 19 AM 9:51  
DEPT. PUBLIC WORKS  
DIRECTOR'S OFFICE  
R.D.V.

Dear Director Reiskin:

The Office of the Clerk of the Board is in receipt of an appeal filed by Sandra M. Bonato, on behalf of the Lombard Plaza Owners Association (copy attached), from the decision of the Department of Public Works dated July 6, 2011, affirming the approval of a Tentative Map for a 4-unit commercial condominium located at 1621 Montgomery Street.

By copy of this letter, the City Engineer's Office is advised the Board of Supervisors will have the appeal scheduled for public hearing on Tuesday, August 2, 2011, at 4:00 p.m.

Pursuant to Subdivision Code Section 1315, enclosed is a filing fee of \$285.00 paid by the appellant for deposit to your Subdivision Fund.

Sincerely,

Angela Calvillo  
Clerk of the Board

c:

- Jerry Sanguinetti, Manager, Department of Public Works-Bureau of Street Use and Mapping
- Fuad Sweiss, City Engineer, Department of Public Works
- Bruce Storrs, PLS, County Surveyor, Department of Public Works
- Appellant, Sandra M. Bonato, Berding & Weil, LLP, 3240 Stone Valley Road West, Alamo, CA 94507
- Property Owner, Coit Venture Partners, LLL, c/o Ramiro Marini, 100 Pine Street, Suite 2450, San Francisco, CA 94111
- Project Contact, Ben Ron, Martin M. Ron Associates, 859 Harrison Street, Suite 200, San Francisco, CA 94107
- Scott Sanchez, Zoning Administrator, Planning Department
- AnMarie Rodgers, Planning Department
- Cheryl Adams, Deputy City Attorney
- John Malamut, Deputy City Attorney



**Fw: 1621 Montgomery Street**  
Rick Caldeira to: Joy Lamug

07/26/2011 09:20 AM

file

— Forwarded by Angela Calvillo/BOS/SFGOV on 07/25/2011 02:18 PM —

From: "Tan, Sherry" <Sherry.Tan@sfdpw.org>  
To: "Adams, Cheryl" <Cheryl.Adams@sfgov.org>, "Calvillo, Angela" <Angela.Calvillo@sfgov.org>, "ramiro.marinio@gte.net" <ramiro.marinio@gte.net>, "ben@martinron.com" <ben@martinron.com>  
Cc: "Storrs, Bruce" <Bruce.Storrs@sfdpw.org>, "Chan, Cheryl" <Cheryl.Chan@sfdpw.org>  
Date: 07/25/2011 12:16 PM  
Subject: 1621 Montgomery Street

**RE: File No. 110831, Tentative Map Appeal**  
**Assessor's Block No. 0060, Lot No. 310**  
**1621 Montgomery Street**

Hello,

The attached letter is for your information from the City and County Surveyor sent to President Chiu, BOS's attention for the disapproval of the mentioned Tentative Map Appeal.

Thank you,  
Sherry



**Sherry Tan**  
Department of Public Works  
Bureau of Street-Use and Mapping  
875 Stevenson Street Room 410  
San Francisco, CA 94103  
Direct: (415)-554-5804  
Fax: (415) - 554-5324

[Sherry.tan@sfdpw.org](mailto:Sherry.tan@sfdpw.org)



6363\_Tentative.Map.Disapproval.Letter to BOS\_072211.pdf

City and County of San Francisco



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director  
Fuad S. Sweiss, PE, PLSCity  
Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
www.sfgov.org/dpw  
Subdivision.Mapping@sfdpw.org

Department of Public Works  
Bureau of Street-Use and Mapping  
875 Stevenson Street, Room 410  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Date: July 22, 2011

David Chiu  
President of the Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94103

Re: File No. 110831 Tentative Map appeal  
1621 Montgomery Street,  
Lot No. 310 in Assessor's Block No. 0060, (District 3)  
Appellant: Sandra M. Bonato on behalf of the Lombard Plaza Owners Association

President Chiu:

After reviewing the file for the above referenced tentative map, the Department of Public Works has determined that it will support a disapproval of the tentative map.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce R. Storrs".

Bruce R. Storrs, PLS  
City and County Surveyor  
City and County of San Francisco

cc: Cheryl Adams, City Attorney  
Angela Calvillo, Clerk of the Board  
Coit Venture Partners LLC  
Ben Ron, Martin M. Ron Associates, Inc.



(Required for all New Construction Condominium Applications)

**D. APPLICATION**

Property Address: 1621 MONTGOMERY ST.

Assessor's Block: 60 Lot Number(s): 310

For DPW-BSM use only  
ID No.: 16363

<b>Owner</b>	
Name:	<u>COIT VENTURE PARTNERS, LLC % RAMIRO MARINI</u>
Address:	
Phone:	<u>415-307-8107</u> E-mail: <u>RAMIRO.MARINI@GTE.NET</u>
Person to be contacted concerning this project (if different from owner)	
Name:	
Address:	
Phone:	
E-mail:	
Firm or agent preparing the subdivision map	
Name:	<u>MARTIN M. RON ASSOCIATES - BEN CON</u>
Address:	<u>859 HARTISON ST. Suite 200 S.F. CA. 94107</u>
Phone:	<u>415-543-4500</u> E-mail: <u>BENC.MARTIN@RON.COM</u>
Subdivider (if different from owner)	
Name:	
Address:	

Number of Units in Project: 4 Commercial

This subdivision creates an airspace:  No  Yes (shown on Tentative Map)  
 This subdivision creates an addition to an existing building  No  Yes (shown on Tentative Map)

Check only one of the following options:

	Indicate project type
Residential Only	<input type="checkbox"/>
Mixed-Use	<input type="checkbox"/> If checked, Number of residential unit(s): <u>    </u> Number of commercial unit(s): <u>    </u>

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

I (We) Coit Venture Partners LLC  
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-8-11 Signed: [Signature] RAMIRO MARINI

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 2011 JUL 18 AM 9:24



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
www.sfdpw.org  
Subdivision.Mapping@sfdpw.org

RECEIVED

11 JUL -1 PM 4: 25

Department of Public Works  
Office of the City and County Surveyor  
875 Stevenson Street, Room 410  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Date: May 5, 2011

2011.0676 Q NE

Department of City Planning  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Project ID: 6363			
Project Type: 4 Commercial Condominiums			
Address#	StreetName	Block	Lot
1621	MONTGOMERY ST	0060	310
Tentative Map Referral			

Attention: Mr. Scott F. Sanchez

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Map is submitted for your review, CEQA and General Plan conformity determination. Under the provisions of the Subdivision Map Act and the City and County of San Francisco Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the receipt of the application or CEQA Determination per SMA 664521(c). Under these same state and local codes, DPW is required to approve, conditionally approve, or disapprove the above referenced map within 50 days of the receipt of the application or CEQA Determination per SMA 664521(c). Failure to do so constitutes automatic approval. Thank you for your timely review of this Map.

Enclosures:

- Print of Parcel Map
- List "B"
- Proposition "M" Findings
- Photos

Sincerely,

Bruce R. Storrs, P.L.S.  
City and County Surveyor

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from environmental review per Class 1 California Environmental Quality Act Guidelines.

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code. Due to the following reasons (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):

PLANNING DEPARTMENT

DATE 6/29/2011

For Mr. Scott F. Sanchez, Zoning Administrator

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
www.sfdpw.org  
Subdivision.Mapping@sfdpw.org

Department of Public Works  
Office of the City and County Surveyor  
875 Stevenson Street, Room 410  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Martin Ron Associates  
859 Harrison Street, Suite 200  
San Francisco, CA 94107

<b>Tentative Map Approval</b>
<b>PID: 6363</b>
<b>Assessor's Block No. 0060 Lot(s) 310</b>
<b>Address: 1621 Montgomery St.</b>
<b>Project type: 4 Units Commercial Condominium</b>
<b>Date: July 6, 2011</b>

Dear Mr. Ben Ron, PLS:

The Tentative Map which you submitted to this Agency for review is approved, subject to compliance with the following:

The C.C.S.F. Planning Code and all Planning Department conditions outlined in the attached Planning Department memo dated July 1, 2011

Copy of Planning Department approval/conditions (check if attached)

The C.C.S.F. Building Code and all Department of Building Inspection conditions outlined in the attached D.B.I. memo dated

Copy of D.B.I. approval/conditions (check if attached)

The San Francisco Redevelopment Agency conditions outlined in the attached S.F.R.A. memo dated

Copy of S.F.R.A. approval/conditions (check if attached)

The C.C.S.F. Subdivision Code and the California State Map Act

Additionally, please submit:

Two (2) Check Prints of the final version of this map

One (1) copy of C.F.C. (Certificate of Final Completion)

One (1) copy of the Map Checklist (found at our website under: "Information for Mapping Professionals")

Do not submit check prints without complying with ALL of the above.

Incomplete submittals will be returned and subject to additional handling charges.

Sincerely,

Bruce R. Storrs, PLS  
City and County Surveyor

**Tentative approval valid for 36 months:**

This Tentative Map Approval is valid for 36 months, unless a written request for an extension is received prior to the expiration date. When the approved time frame expires, the project is terminated. A completely new application packet together with new fees must then be submitted to DPW/BSM to reopen or reactivate the project.

**Contesting this decision:**

If you wish to contest this decision, you may do so by filing an appeal (together with an appeal fee check for \$250) with the Clerk of the Board of Supervisors, 1 Dr. Carlton B. Goodlett Place (formerly 400 Van Ness Ave.), Room 244, within ten (10) days of the date of this letter per Section 1314 of the San Francisco Subdivision Code.



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
[www.sfdpw.org](http://www.sfdpw.org)  
[Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org)

Department of Public Works  
Office of the City and County Surveyor  
875 Stevenson Street, Room 410  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Date: July 6, 2011

Approval of Tentative Map for

**4 Units Commercial Condominiums**

Address	Block	Lot
1621 MONTGOMERY ST.	0060	310

Dear Sir/Madam:

This is to advise you that based on our findings the City and County Surveyor has made his decision affirming the approval of the subject Tentative Map.

The City and County Surveyor, together with the Planning Department and Department of Building Inspection have reviewed the application for conformity with the General Plan, and with the requirements of the Subdivision Map Act, the San Francisco Subdivision Code and applicable regulations for the Tentative Map.

Subdivision Code Section 1314 provides that an appeal of the decision of the City and County Surveyor may be made to the Board of Supervisors, located at 1 Dr. Carlton B. Goodlett Place, Room 244, telephone number (415) 554-5184.

**Any such appeal must be filed in writing with the Clerk of the Board within ten (10) days of the date of this letter along with a check in the amount of \$284 made out to the Department of Public Works.**

The file for this project is available for viewing at the Office of the City and County Surveyor located at 875 Stevenson Street, Room 410 during regular business hours.

If you have any questions on this matter, please contact us at (415) 554-5827, or our email address: [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

Sincerely,

Bruce R. Storrs, P.L.S.  
City and County Surveyor  
City and County of San Francisco



**First American Title Insurance Company**  
**National Commercial Services**  
100 Spear Street, Suite 1600  
San Francisco, CA 94105

Keith Cich  
Coit Venture Partners LLC  
100 Pine Street, Suite 2450  
San Francisco, CA 94111  
Phone: (415)288-9575

Customer Reference: ParcTel Property

Escrow Officer: Chad Wilson  
Phone: (415)837-2261

Owner: Coit Venture Partners LLC

Property: 111 CHESTNUT STREET UNIT 1643, SAN FRANCISCO, 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 February 02, 2011 at 7:30 A.M.

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

ALTA EXTENDED OWNER POLICY - 2006

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:

COIT VENTURE PARTNERS, LLC

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

FEE SIMPLE

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 2011-2012, a lien not yet due or payable.

(Portion of Community Facilities District included)

2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 90-1, as disclosed by Notice of Special Tax Lien recorded JULY 05, 1990 as INSTRUMENT NO. E573343 IN REEL F160, IMAGE 1044 of Official Records.

Document(s) declaring modifications thereof recorded JULY 12, 1990 as REEL F165, IMAGE 1 of Official Records.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Said taxes are in default with the San Francisco County Tax Collector. Amounts are currently unavailable at this time. The defaulted amounts will need to be verified by ordering a demand for payoff prior to the close of this transaction.

5. A document entitled "NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE" recorded SEPTEMBER 6, 1985 as INSTRUMENT NO. D689907 IN BOOK D916, PAGE 1203 of Official Records.

6. A document entitled "NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE" recorded JUNE 21, 1989 as INSTRUMENT NO. E383604 IN BOOK E896, PAGE 887 of Official Records.

7. REVOCABLE PERMIT ISSUED BY THE SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, MINOR SIDEWALK ENCROACHMENT PERMIT NO. 139,965  
RECORDED: JULY 7, 1986  
INSTRUMENT NO.: D827162  
BOOK: E123  
PAGE: 911  
TO OCCUPY, CONSTRUCT AND MAINTAIN THE FOLLOWING ENCROACHMENT(S): REVOCABLE PERMISSION TO TALDAN INVESTMENT COMPANY TO OCCUPY PORTIONS OF THE SIDEWALKS AREAS WITH PLANTER BOXES AT CHESTNUT AND MONTGOMERY STREETS; ALL BOUNDING 111 CHESTNUT STREET (BLOCK 60, LOT 15)

8. A document entitled "NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE" recorded AUGUST 15, 1986 as INSTRUMENT NO. D848876 IN BOOK E152, PAGE 1531 of Official Records.

9. The terms and provisions contained in the document entitled "TERMS AND PROVISIONS OF A STREET ENCROACHMENT AGREEMENT" recorded AUGUST 20, 1987 as INSTRUMENT NO. E041410 IN BOOK E411, PAGE 693 of Official Records.

10. The terms and provisions contained in the document entitled "DECLARATION OF USE" recorded OCTOBER 21, 1991 as INSTRUMENT NO. 91-F014441 IN BOOK F485, PAGE 467 of Official Records.

11. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded JANUARY 17, 1992 in BOOK F545, PAGE 172 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

Document re-recorded FEBRUARY 6, 1992 as INSTRUMENT NO. F065541 IN BOOK F558, PAGE 359 of Official Records.

12. A notice of homeowners association assessment lien recorded JUNE 29, 2009 as INSTRUMENT NO. 2009-I787745-00 IN REEL J922, IMAGE 0442 of Official Records.

Association: LOMBARD PLAZA OWNERS ASSOCIATION  
Amount: \$38,208.86, and any other amounts due thereunder.



Document(s) declaring modifications thereof recorded JULY 31, 2009 as INSTRUMENT NO. 2009-1809428-00 IN REEL J946, IMAGE 0415 of Official Records.

13. A Deed of Trust to secure an original indebtedness of \$3,600,000.00 recorded SEPTEMBER 30, 2010 as DOCUMENT NO. 2010-J058513 of Official Records.

Dated: JUNE 23, 2010

Trustor: COIT VENTURE PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

Beneficiary: NEW RESOURCE BANK, A CALIFORNIA CORPORATION

Affects: The land and other property.

A document entitled "ASSIGNMENT OF LEASES AND RENTS" recorded SEPTEMBER 30, 2010 as INSTRUMENT NO. 2010-J058514 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

14. Any right, asserted right, or challenge, made by any party, including, but not limited to, a creditor, trustee or debtor in possession in bankruptcy to avoid or invalidate that certain conveyancing document which recorded JULY 14, 2010 as INSTRUMENT NO. 2010-1995029-00 IN REEL K185, IMAGE 0029 of Official Records.
15. Any irregularity in the foreclosure proceedings leading up to the Trustee's Deed recorded JULY 14, 2010 as INSTRUMENT NO. 2010-1995029-00 IN REEL K185, IMAGE 0029 of Official Records.
16. Rights of parties in possession.
17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
18. Prior to the issuance of any policy of title insurance, the Company will require:

An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

**INFORMATIONAL NOTES**

1. Taxes for proration purposes only for the fiscal year 2010-2011.  
First Installment: \$2,233.77, PAID  
Second Installment: \$2,233.77, PAID  
Tax Rate Area: 01-000  
Lot: 310  
Block: 60
  
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) COMMERCIAL CONDOMINIUM known as 111 CHESTNUT STREET UNIT 1643, SAN FRANCISCO, CALIFORNIA.
  
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:  
  
A document recorded JULY 14, 2010 as INSTRUMENT NO. 2010-1995029-00 IN REEL K185, IMAGE 0029 of Official Records.  
From: OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION  
To: COIT VENTURE PARTNERS, LLC
  
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:
    - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    - a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;

- b. A full copy of the partnership agreement and any amendments;
  - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  - b. A full copy of the partnership agreement and any amendment;
  - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  - b. A full copy of the partnership agreement and any amendments;
  - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
- a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:

- (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
  - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

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

**LEGAL DESCRIPTION**

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

**PARCEL ONE:**

AN UNDIVIDED 18.0% INTEREST IN THE COMMON AREA, AS SHOWN ON THAT CERTAIN REAL PROPERTY SHOWN ON THE MAP ENTITLED, "PARCEL MAP OF PARCTEL, A CONDOMINIUM PROJECT", FILED DECEMBER 2, 1997, IN BOOK 55 OF CONDOMINIUM MAPS, AT PAGES 8 TO 10.

**PARCEL TWO:**

UNIT 1603, AS SHOWN ON THAT CERTAIN REAL PROPERTY SHOWN ON THE MAP ENTITLED, "PARCEL MAP OF PARCTEL, A CONDOMINIUM PROJECT", FILED DECEMBER 2, 1997, IN BOOK 55 OF CONDOMINIUM MAPS, AT PAGES 8 TO 10.

ASSESSOR'S LOT 310; BLOCK 60

**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](http://www.firstam.com).

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or



created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

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

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

**SCHEDULE B**

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

**Part One**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

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

**SCHEDULE B**

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

**Part One**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:  
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or  
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or  
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:  
(a) to timely record the instrument of transfer; or  
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

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

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992**

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

**SCHEDULE B**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

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

\* land use

\* land division

\* improvements on the land

\* environmental protection

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

2. ~~The right to take the land by condemning it, unless:~~

- \* a notice of exercising the right appears in the public records on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
- \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
  - \* in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 11. EAGLE PROTECTION OWNER'S POLICY

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

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

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protectionThis exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

### 12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a

- defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
  3. Defects, liens, encumbrances, adverse claims or other matters:
    - (a) created, suffered, assumed or agreed to by the Insured Claimant;
    - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
    - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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:
    - (a) usury, except as provided under insuring provision 10 of this policy; or
    - (b) any consumer credit protection or truth in lending law.
  6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
  7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
    - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
    - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      - (i) to timely record the instrument of transfer; or
      - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
  8. 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 limit the coverage provided under insuring provision 7.
  9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
    - (a) The time of the advance; or
    - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.This exclusion does not limit the coverage provided under insuring provision 7.

#### SCHEDULE B

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

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

#### 11. EAGLE PROTECTION OWNER'S POLICY

##### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

**Covered Risks 16 (Subdivision Law Violation), 18 (Building Permit), 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

#### EXCLUSIONS

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

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

#### LIMITATIONS ON COVERED RISKS

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (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

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

##### EXCLUSIONS FROM COVERAGE

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

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

**13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006  
EXCLUSIONS FROM COVERAGE**

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

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

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

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

**SCHEDULE B**

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

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

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

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

**SCHEDULE B**

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

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



G. FORMS

# Form No. 1

## Previous Land Use, Permits and Below Market Rate Units

Assessor's Block 60 Lot 310 Address 1621 MONTGOMERY ST.

Item No. 6. - Previous Land Use: CURRENT USE IS OFFICE

Item No. 6a. - Permit numbers for any approved building permits

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_  
# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Item No. 12 - Provide proposed sales prices for Below Market Rate (BMR)

N/A

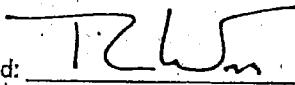
Apartment No.	Proposed Sales Price	Apartment No.	Proposed Sales Price

# Form No. 2

## Owner's Release of Interest in Common Areas

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title, or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.

Dated: 3-8-11

Signed:  Tommaso MARINI FOR  
COIT VENTURE PARTNERS LLC

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

# Form No. 3

## Proposition "M" Findings Form The Eight Priority Policies of Section 101.1 of the San Francisco Planning Code

Date: 3-4-11

City Planning Case No. \_\_\_\_\_ (if available)

Address 1621 MONTGOMERY ST.Assessor's Block 60 Lot(s) 310Proposal: ENTITLED 4 COMMERCIAL CONDO UNITS

### EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

**INSTRUCTIONS TO APPLICANTS:** Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

THE PROPOSED SUBDIVISION WILL PROVIDE GREATER OPPORTUNITY  
FOR NEIGHBORHOOD ACCESS TO ADDITIONAL RETAIL USES AND  
BUSINESS OWNERSHIP.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THE EXISTING NEIGHBORHOOD CHARACTER WILL NOT BE IMPACTED  
BY THE PROPOSED SUBDIVISION. THE EXTERIOR OF THE BUILDING  
WILL NOT BE TOUCHED.

3. That the City's supply of affordable housing be preserved and enhanced;

THE PROPOSED SUBDIVISION WILL NOT HAVE ANY IMPACT IN THE CITY'S SUPPLY OF AFFORDABLE HOUSING.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

WE BELIEVE THAT FOUR SMALLER UNITS WILL REDUCE COMMUTER TRAFFIC ENHANCING LOCAL RESIDENT BUSINESS OWNERSHIP

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

IN THIS SPECIFIC CASE WE PROPOSE TO DIVIDE A LARGE COMMERCIAL OFFICE PARCEL IN FOUR SMALLER UNITS INCREASING THE OPPORTUNITIES FOR RESIDENT EMPLOYMENT AND BUSINESS OWNERSHIP.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE STRUCTURE OF BUILDING WILL NOT BE MODIFIED AND EACH UNIT WILL HAVE AN EASY EVACUATION ROUTE IN CASE OF CATASTROPHE

7. That landmarks and historic buildings be preserved; and

LANDMARKS AND HISTORIC BUILDINGS WILL NOT BE IMPACTED.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

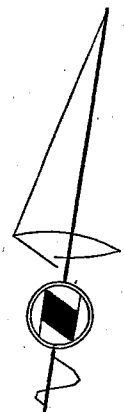
THE SUBDIVISION WILL NOT AFFECT PARKS OR OPEN SPACE.

RWm

Signature of Applicant

3-8-11

Date



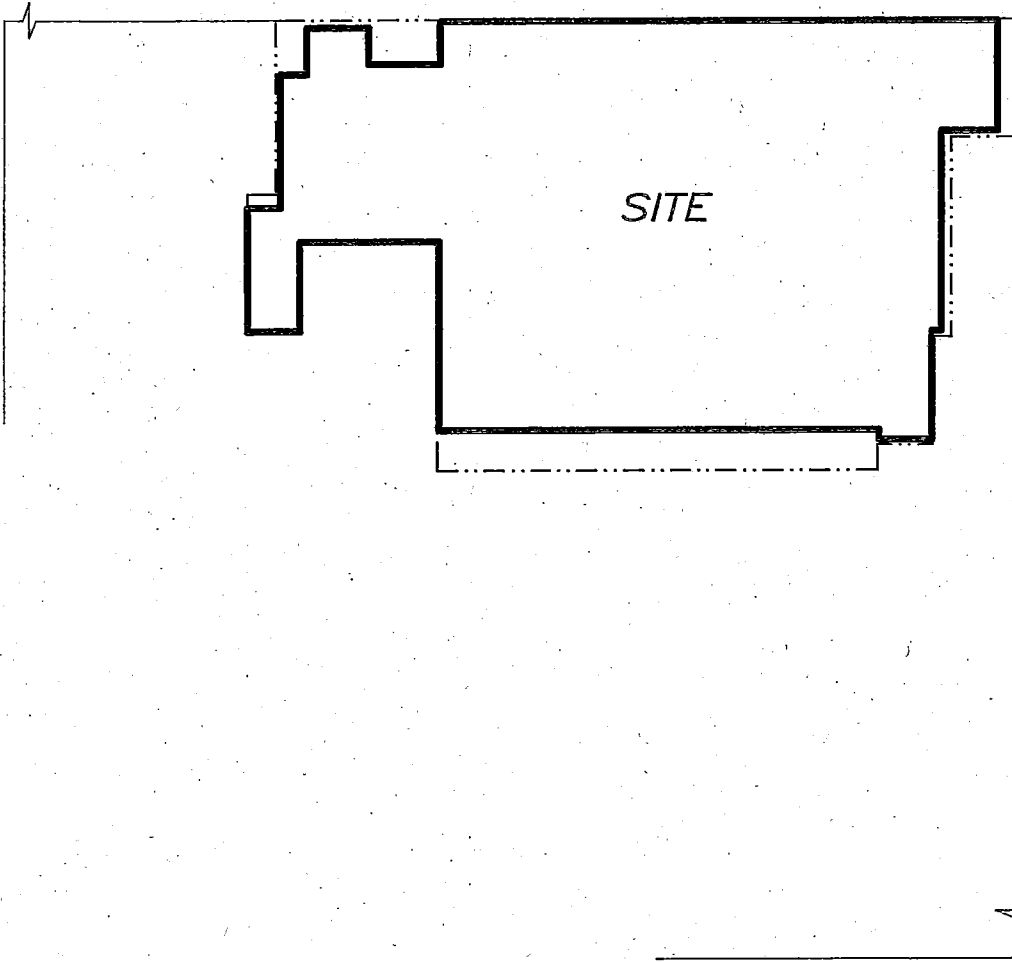
#3

CHESTNUT STREET

#1

#2

WINTHROP STREET



SITE

MONTGOMERY STREET

#6

#5

#4

LOMBARD STREET

SUBJECT:

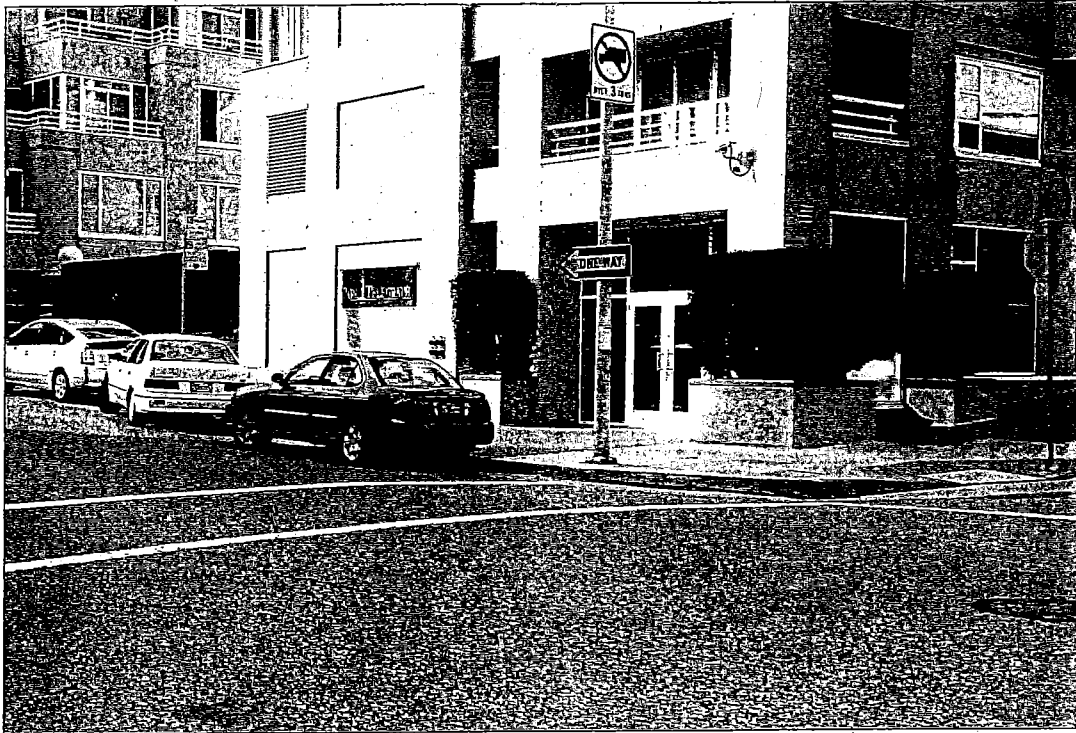
PHOTOS

ASSESSOR'S BLOCK NO. 60  
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 3-2-11 SCALE NONE SHEET 1 OF 4 JOB NO. S-7703

MARTIN M. RON ASSOCIATES, INC.  
LAND SURVEYORS 1187

859 HARRISON STREET  
SAN FRANCISCO, CA. 94107  
(415) 543-4500



#1



#2

SUBJECT: **PHOTOS**

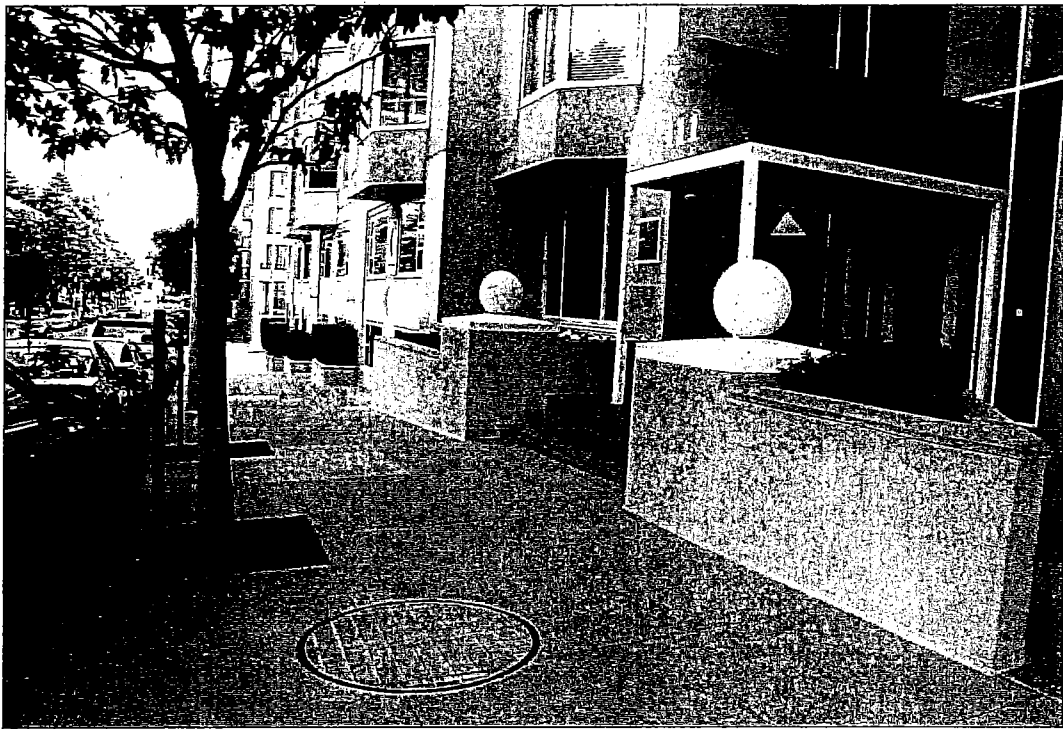
ASSESSOR'S BLOCK NO. 60  
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 3-2-11 SCALE NONE SHEET 2 OF 4 JOB NO. S-7703

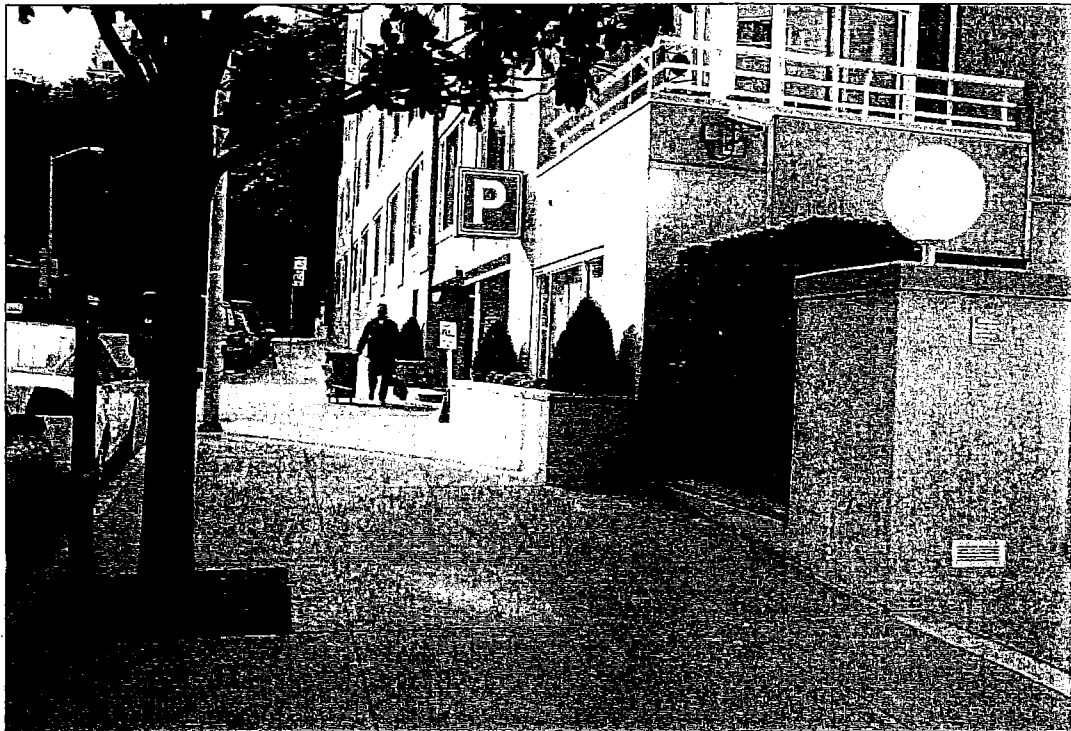
**MARTIN M. RON ASSOCIATES, INC.**  
LAND SURVEYORS

1188

859 HARRISON STREET  
SAN FRANCISCO, CA. 94107  
(415) 543-4500



#3



#4

SUBJECT: **PHOTOS**

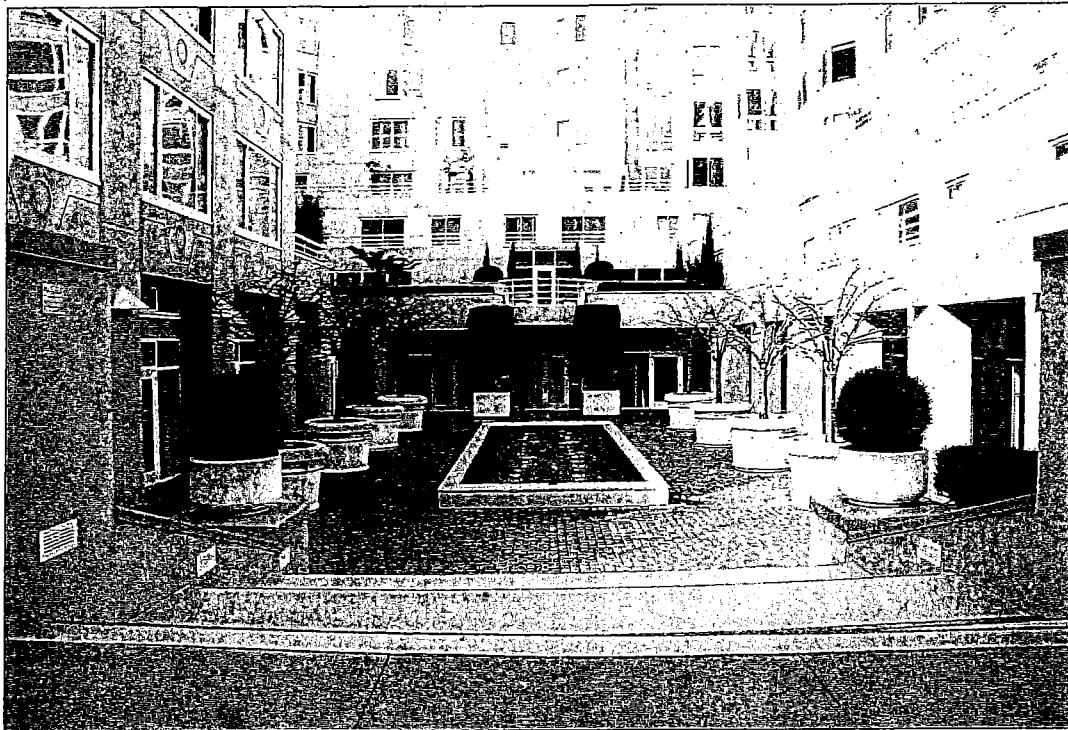
ASSESSOR'S BLOCK NO. 60  
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 3-2-11 SCALE NONE SHEET 3 OF 4 JOB NO. S-7703

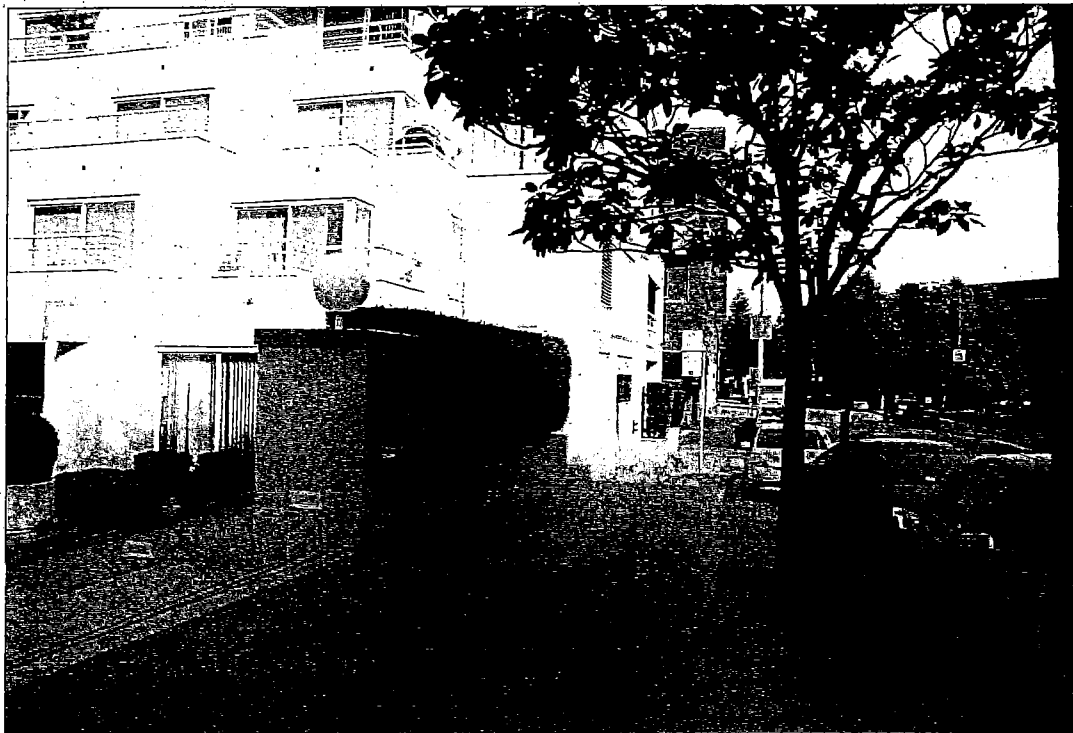
**MARTIN M. RON ASSOCIATES, INC.**  
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1189

859 HARRISON STREET  
SAN FRANCISCO, CA. 94107  
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#5



#6

SUBJECT: **PHOTOS**

ASSESSOR'S BLOCK NO. 60  
SAN FRANCISCO, CA.

BY JP CHKD. BR DATE 3-2-11 SCALE NONE SHEET 4 OF 4 JOB NO. S-7703

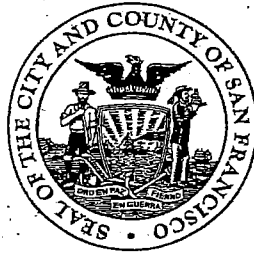
**MARTIN M. RON ASSOCIATES, INC.**  
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1190

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SAN FRANCISCO, CA. 94107  
(415) 543-4500



BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

**NOTICE OF PUBLIC HEARING**

**BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO**

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

**Date:** Tuesday, August 2, 2011

**Time:** 4:00 p.m.

**Location:** Legislative Chamber, Room 250 located at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

**Subject:** File No. 110831. Hearing of persons interested in or objecting to the decision of the Department of Public Works dated July 6, 2011, approving a Tentative Map for a 4-unit commercial condominium located at 1621 Montgomery Street, Lot No. 310, in Assessor's Block No. 0060. (District 3) (Appellant: Sandra M. Bonato, on behalf of the Lombard Plaza Owners Association).

Pursuant to Government Code Section 65009, notice is hereby given, if you challenge, in court, the matter described above, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Board of Supervisors at, or prior to, the public hearing.

In accordance with Section 67.7-1 of the San Francisco Administrative Code, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information will be available for public review on Thursday, July 28, 2011.

Handwritten signature of Angela Calvillo in black ink.

Angela Calvillo  
Clerk of the Board

DATED: July 20, 2011  
PUBLISHED: July 22, 2011

