



PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

701 Laurel Street
Menlo Park, CA 94025
phone: (650) 330-6702

VACATION (ABANDONMENT) APPLICATION & AGREEMENT TO PAY FEES

Please type or clearly print information in ink. Please provide all three project contacts (OK to note "Same as #" if one person serves multiple roles), and ensure that **both Signature sections** are filled out.

NAME OF PROJECT		
PROJECT ADDRESS/LOCATION		APN (ASSESSOR'S PARCEL NUMBER)
1) PROJECT REPRESENTATIVE LEGAL NAME (primary day-to-day contact)	MAILING ADDRESS	
EMAIL	PHONE	
Check one: <input type="checkbox"/> Property Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Agent of Owner <input type="checkbox"/> Other:		
2) OWNER LEGAL NAME (person who acknowledges project cost liability and rights to application materials)	MAILING ADDRESS	
EMAIL	PHONE	
Check one: <input type="checkbox"/> Property Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Agent of Owner <input type="checkbox"/> Other:		
<p>I (We) hereby agree to pay all personnel and related direct and indirect costs for the review and processing of application(s) for the subject project, at such time as requested by the Public Works Director. Direct costs include, but are not limited to, review of project application(s) for completeness by all applicable City Departments; telephone or written communication with applicant/property owner/architect, engineer, neighbors, interested parties, etc.; preparation of staff reports; and attendance by staff at public hearings.</p> <p>Deposits paid at the time of application are estimates of the minimum amount of staff time required to process an application. The City will send periodic invoices for the amount in excess of the deposit. Payments are due and payable within 30 days of the invoice. Failure to pay in a timely manner will result in the City stopping all work on the project. The applicant and the property owner will be responsible for the amount due. Unpaid accounts submitted for outside collection will be assessed a collection fee recovery charge of 25% to cover attorney's fees and costs of collection.</p> <p>Furthermore, I (we) hereby agree to hold the City harmless from all costs and expenses, including attorney's fees, incurred by the City, including but not limited to, all cost in the City's defense of its actions in any proceeding brought in any State or Federal Court challenging the City's actions with respect to my (our) project.</p> <p>I (we) hereby certify that the information stated on forms, plans, and other materials submitted herewith in support of the application is true and correct to the best of my (our) knowledge. It is my (our) responsibility to inform the City of Menlo Park, through the assigned project planner, of any changes to information represented in these submittals. I (we) either own the architectural copyright for the project plans or have obtained the architect/designer's consent, and hereby authorize the City to post project plans and other application materials on the City web site and transmit them electronically to interested parties.</p> <p>Date: _____ Signature*: _____ Printed Name: _____</p> <p><small>*Photocopies or facsimiles not acceptable</small></p>		

3)ENGINEER/SURVEYOR		MAILING ADDRESS
EMAIL		PHONE
This submittal complies with all applicable provisions of the City Code and the Government Code.		
Date:_____Signature*:		Printed Name:_



PROCEDURE FOR VACATION OF PUBLIC STREETS AND EASEMENTS

A. Definition and Authority

1. Public Easement: means any private land designated for the maintenance, construction, or access of public infrastructure. Public Easements are dedicated to, and accepted by, the City, which shall be continuing and irrevocable unless formally vacated by the City.
2. Public Right of Way (ROW): means any public land that establishes City ownership over streets, sidewalks, and utilities. The ROW limit is also typically the property line for abutting private properties unless otherwise defined by a public easement.
3. Vacation: Section 8309 of the Streets and Highway Code defines VACATION as "The complete or partial abandonment or termination of the public right to use a street, highway, or public service easement."

B. Categories of Street Vacation Process

The street vacation process can be separated into two categories, STANDARD and SUMMARY. Each process is specified by the Government Code, State of California, Streets & Highways Code, Section 8300.

1. Standard: The standard process requires approximately 12 weeks or more between the acceptance of the vacation application/vacation binder (refer to sample binder below) and the final City Council hearing to approve, or disapprove of the vacation. After approval, the street or easement may then be deemed vacated upon the recordation of the City Council resolution. If the City holds a fee interest in the property under the street or easement vacated, then it may take several months to negotiate the sale of the property.
2. Summary: Per the State of California Streets and Highways Code, Section 8300, If the vacation affects a street or highway, the following circumstances would qualify for a summary vacation:
 - a. The street or highway has been superseded by relocation, and the vacation would not terminate all access to another person's property, or terminate a public service easement; OR
 - b. For a period of five (5) consecutive years, the street or highway has been impassable for vehicular travel, and no public money was expended for maintenance purposes during the same period; OR
 - c. The street or highway is excess right-of-way and is not required for street or highway purposes; OR

- d. The portion of a street or highway to be vacated lies within property under one (1) ownership and does not continue through such ownership, or end touching property of another.

If the vacation would affect a public service easement, the following circumstances would qualify for summary vacation:

- a. The easement has not been used for its dedicated purpose for five (5) consecutive years immediately preceding the proposed vacation; OR
 - b. The date of dedication or acquisition is less than five (5) years, but more than one (1) year, immediately preceding the proposed vacation, and the easement was not used continuously since that date; OR
 - c. The easement has been superseded by relocation, and there are no public facilities located within the easement.
3. The summary vacation process requires approximately 10 weeks or more between the acceptance of the vacation application/vacation binder and the final City Council hearing deciding the approval of the vacation. The street or easement may then be deemed vacated upon the recordation of the City Council resolution. If the City holds a fee interest in the property under the street or easement vacated, then it may take several months to negotiate the sale of the property.

C. Procedures for Standard Vacation

1. Formal Application to Engineering Division The applicant shall submit the following:
 - a. Written request for abandonment describing the street/easement proposed to be vacated and the intended use of the area should the abandonment be approved.
 - b. Plat map (8½" x 11") and Legal Description signed and stamped by a licensed surveyor.
 - c.
 - d. Closure calculations with areas clearly identified.
 - e.
 - f. Site plan (if applicable) of the public ROW or easement vacation which shall include:
 - Plan size: 24" x 36", Drawn in CAD
 - Accurately scaled using engineer's scale, showing scale
 - North arrow
 - Assessor's parcel numbers and addresses
 - Names of property owners for all parcels involved
 - Existing property lines in solid lines

- Proposed property line in dashed lines
- Existing and proposed lot area (use sf if less than 1 acre),
- Location of existing structures and driveways
- Location of potential building sites and driveways
- Grading and drainage (if applicable)
- Location of existing water, sewer, gas, electricity, storm drainage, etc.
- Location of any significant natural land forms, features and vegetation
- Location of any existing or proposed easements
- Plan preparer's name, address, telephone number and email

g. Recent Title Report, no more than two months old.

h. Copies of the vesting documents for both lots that are affected showing who has title to the existing properties (e.g., Grant Deed, Deed of Trust).

i. Letters of "No Objection" from all Utility companies that may have some interest in the street or easement to be vacated. The letters must be signed by the utility company and indicate their approval of the vacation (see attached examples)

j. Fees per current City fee schedule:

<https://menlopark.gov/Government/Departments/Administrative-Services/Finance/Master-Fee-Schedule>

2. Staff Review

If the submittal is complete, the Engineering Division will accept the application package. Incomplete submittals will not be accepted.

3. City Council – 1st Meeting

Upon completion of review, Staff will prepare a staff report recommending the City Council adopt a Resolution of Intention to Vacate the ROW and/or easement, setting a date for the Public Hearing and referring it to the Planning Commission. The date of the Public Hearing shall be at least 15 days from the date of the 1st Council meeting.

4. Planning Commission Meeting

The Planning Commission considers the proposed abandonment. The Planning Commission's recommendation and any input received from the utilities and/or affected parties is submitted to the City Council at the Public Hearing.

5. City Council – 2nd Meeting (Public Hearing)

- a. Publishing Notice: The Notice of Adoption of Resolution of Intention and the date of the Public Hearing is published twice in a local newspaper in accordance with the requirements of the Streets & Highways code.
 - b. At least 10 days prior to the Public Hearing:
The Engineering Division shall prepare a Notice of Proposed Abandonment (Notice) to be approved by the City Clerk and advertised per the following:
 - Mailing:
The Notice shall be mailed or emailed to applicable agencies and personnel including affected jurisdictions and utility agencies.
 - Posting:
The Notice shall be posted conspicuously along the street and/or easement to be vacated. The postings shall be no more than 300 feet apart at a minimum of three locations. An 'affidavit of posting' shall be filed with the City Clerk by the Engineering Division subsequent to completion of this procedure.
 - c. At the conclusion of the Public Hearing, the City Council makes its decision whether to approve the Abandonment. If the Council approves the Abandonment, a Resolution ordering the vacation of public streets and/or easements will be adopted.
6. Recordation
- a. Staff shall provide the following documents to be recorded by the Applicant:
 - Wet signed Plat and Legal
 - Signed Resolution Ordering the Vacation
 - b. If applicable, the Record of Survey shall be reviewed, approved and recorded by the San Mateo County Surveyor.
 - c. The Applicant will then record the documents with the San Mateo County Recorder. Conformed copies must be return to the Engineering Division by the Applicant. Upon successful recordation, the title of the land reverts to the respective Owner(s) identified as the fee title owner(s) in the Title Report, subject to any restrictions.

D. **Procedures for Summary Vacation**

Summary vacations require Planning Commission review, followed by City Council approval.

APPROVAL OF VACATION BY UTILITY COMPANIES

Prior to applying for a street or easement vacation, you must check with all of the utility companies that may have an interest in the street or easement proposed for vacation.

Below is a list of contacts for the different utility companies operating in Menlo Park. To expedite their review of your proposal, you should send each of them a copy of the plat map showing the area proposed for vacation, a letter requesting their review, and a pre-typed letter addressed to the City of Menlo Park that they can use for indicating their response to the proposed vacation. Examples of the letters can be provided upon request.

Your application will not be accepted until you have a positive response from each of the affected utility companies.

Utility Company Contacts:

AT&T California
Attn: Mr. Francisco Borceguin
870 N. McCarthy Blvd., Suite 100
Milpitas, CA 95035

Comcast California Region
Attn: Mr. Derek Nippe 860
Stanton Rd, Burlingame, CA
94010

City of East Palo Alto
Attn: Mr. Kamal Fallaha
1960 Tate Street
East Palo Alto, CA 94303

Menlo Park Municipal Water District
Attn: Mrs. Pam Lowe
701 Laurel St.
Menlo Park, CA 94025

Pacific Gas and Electric
Attn: Mr. Kevin Wun
Land Surveying and Engineering Support
111 Almaden Boulevard, Rm. 814
San Jose, CA 95113

West Bay Sanitary District
Attn: Mr. Fariborz Heydari
500 Laurel Street
Menlo Park, CA 94025-3486

SAMPLE LETTER TO UTILITY COMPANY

Bold indicates information specific to your request

Utility Company Name & Address

Date

SUBJECT: REQUEST FOR UTILITY APPROVAL OF THE VACATION OF:
Description of Street or Easement proposed for vacation.

Dear **Contact Name**:

As the property owner, developer or owner's agent of the property located at **property location** I/We are applying to the City of Menlo Park for the vacation of the **Description of Street or Easement proposed for vacation** adjacent to or across our property. One of the requirements of the City's application is the consent of your company to vacate, or vacate with the retention of an easement which meets your requirements.

Attached for your convenience are copies of the following: (check applicable boxes)

- ☐ Assessor's Parcel Map for APN **Assessor Parcel Number**
- ☐ Final Map of Tract Number **Tract Number**
- ☐ Plat of the property showing the easement / right-of-way to be vacated
- ☐ Property description and/or description of the easement
- ☐ Explanation of the proposed disposition of the easement or right-of-way, and an anticipated date by which I need the information.

If you have any questions regarding this request, please contact me at **phone number**.

Name
Address

SAMPLE LETTER APPLICANT PREPARES FOR UTILITY COMPANY'S USE IN RESPONDING

Bold indicates information specific to your request

ENDORSEMENT APPROVAL

Director of Public Works
City of Menlo Park
701 Laurel Street
Menlo Park, CA 95035

Dear Director of Public Works:

SUBJECT: VACATION OF: **Description of Street or Easement proposed for vacation.**

Utility Company Name has reviewed the attached application for the vacation of **Description of Street or Easement proposed for vacation** and has the following response:

- ☐ No objection to the vacation
- ☐ No objection to the vacation, but with the following reservation: _____

- ☐ Objects to the proposed vacation for the following reasons: _____

- ☐ A plat map is attached for your information.

Utility Contact Name
Utility Company Name
Utility Company Address

Sample Binder

Abandonment
for
Alto Lane

201 El Camino Real
Menlo Park, CA 94025

Prepared for:
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Prepared by:
Sherwood Design Engineers
2548 Mission Street
San Francisco, CA 94110
Contact: Craig Boman @ 415-691-4451

August 10, 2020





2548 MISSION STREET, SAN FRANCISCO, CA 94110
(415) 677-7300 | WWW.SHERWOODENGINEERS.COM

August 10, 2020
Sherwood Job No.: 17-214

Mr. Ebby Sohrabi
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Cc: Yihan Hu, HuHan Two LLC
Steve Atkinson, Arent Fox

**Subject: Request for Abandonment of Public Street and Utility Easement and City Storm Sewer Easement
201 El Camino Real & 612 Cambridge Avenue, Menlo Park, California**

Dear Mr. Sohrabi:

Yihan Hu c/o HuHan Two LLC is proposing a mixed-use redevelopment in the City of Menlo Park. The property is currently bisected by Alto Lane and is bounded by El Camino Real to the northeast and Cambridge Avenue to the Southeast. Currently, there is a 20-foot wide public street and utility easement over the existing Alto Lane.

On behalf of HuHan Two LLC, we are requesting the City's approval for the abandonment of this public street and utility easement. After abandonment, as the City doesn't own the land in fee, ownership will revert to the adjacent property owners. For your review, we have prepared this submittal package to include:

- Right of Way Abandonment Exhibit Showing:
 - Existing right of way and proposed abandonment of Alto Lane
- Current title reports of the properties involved in the easement abandonment
 - Preliminary Title Report – 201 El Camino Real – Lots 70,71 & 72
 - Preliminary Title Report – 612 Cambridge Ave – Lot 69
- Copies of documents that created the easements
 - Map No. 2, Stanford Park, Menlo Park, Book 8, Page 46
- Plats and legal descriptions
 - Proposed 15'-wide public service easement to accommodate the relocation of the utilities currently within Alto Lane
- Responses of "No Objection to Abandonment" from
 - AT&T – *received and approved*
 - Gas & Electric – PG&E – *received and approved*
 - Century Link – *received and approved*
 - Comcast – *received and approved*
 - Sanitary Sewer - West Bay Sanitary District – *received and approved*
 - Shasta – *received and approved*
 - TPX – *received and approved*
 - Verizon – *received and no service mains within Alto Lane*
 - Water - Cal Water – *received and approved*
 - Wave – *received and approved*

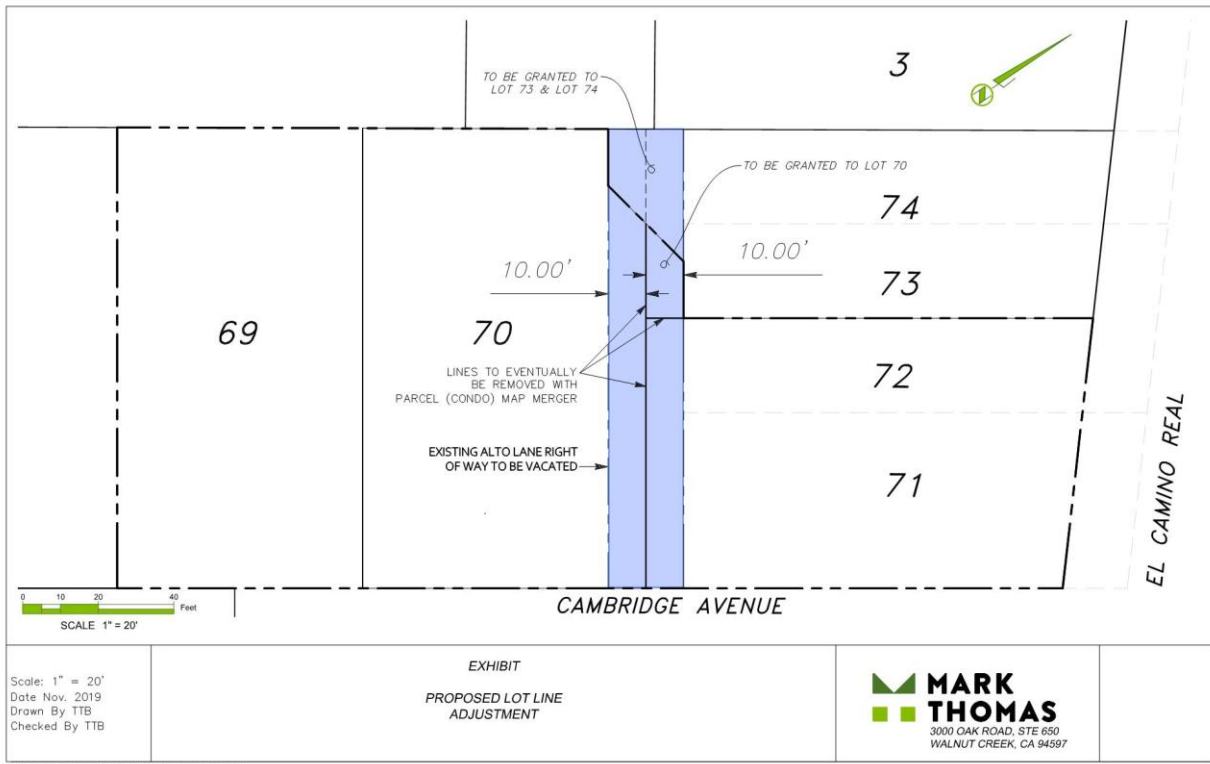
Should you have any questions or need additional information, please give me a call at (415) 677-7300.

Sincerely,
Sherwood Design Engineers

Craig Boman, PE
Design Engineer III

John Leys, PE, LEED AP
Managing Principal

RIGHT OF WAY ABANDONMENT EXHIBIT



PRELIMINARY TITLE REPORT:
201 EL CAMINO REAL – LOTS 70,71 & 72



First American Title

First American Title Company

**161 Homer Avenue
Palo Alto, CA 94301**

California Department of Insurance License No. 151

Roxane Chiang
19400 Stevens Creek Boulevard, Suite 102
Cupertino, CA 95014
Customer Reference:

Order Number:	4102-6089601 ()
Owner:	Hu-Hantwo LLC
Property:	201 El Camino Real Menlo Park, CA 94025

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 October 23, 2019 at 7:30 A.M.

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

To Be Determined

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:

HU-HANTWO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. Supplemental taxes for the year 2013-2014 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 6,381.29, DELINQUENT
Penalty:	\$ 638.12
Second Installment:	\$ 6,381.29, DELINQUENT
Penalty:	\$ 678.12
Tax Rate Area:	08-001
A. P. No.:	071-413-200

(Affects PARCEL 1)
3. Supplemental taxes for the year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 15,443.93, DELINQUENT
Penalty:	\$ 1,544.39
Second Installment:	\$ 15,443.93, DELINQUENT
Penalty:	\$ 1,584.39
Tax Rate Area:	08-001
A. P. No.:	071-413-200

(Affects PARCEL 1)

4. Supplemental taxes for the year 2013-2014 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$ 2,343.72, DELINQUENT
Penalty: \$ 234.37
Second Installment: \$ 2,343.72, DELINQUENT
Penalty: \$ 274.37
Tax Rate Area: 08-001
A. P. No.: 071-413-370

(Affects PARCEL 2)

5. Supplemental taxes for the year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$ 5,670.27, DELINQUENT
Penalty: \$ 567.02
Second Installment: \$ 5,670.27, DELINQUENT
Penalty: \$ 607.02
Tax Rate Area: 08-001
A. P. No.: 074-413-370

(Affects PARCEL 2)

6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
7. Covenants, conditions, and restrictions in the document recorded February 09, 1915 in Book 237 of Deeds, Page 449, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 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.

(Affects PARCEL 1)

SAID INSTRUMENT DOES NOT EXPRESSLY PROVIDE FOR FORFEITURE OF TITLE IN CASE OF VIOLATION

8. Covenants, conditions, and restrictions in the document recorded November 21, 1922 in Book 59 of Deeds, Page 216, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 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.

(Affects PARCEL 2)

SAID INSTRUMENT DOES NOT EXPRESSLY PROVIDE FOR FORFEITURE OF TITLE IN CASE OF VIOLATION

9. An easement for PARKING EASEMENT and incidental purposes, recorded July 30, 1984 as INSTRUMENT NO. 84-83442 of Official Records.
In Favor of: FRED SLIGHTAM AND CHERYL SLIGHTAM
Affects: PARCEL 2
10. The terms and provisions contained in the document entitled "MEMORANDUM OF AGREEMENT" recorded March 23, 2001 as INSTRUMENT NO. 2001-038983 OF OFFICIAL RECORDS.

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

(Affects PARCEL 1)

11. A Deed of Trust to secure an original indebtedness of \$3,000,000.00 recorded October 22, 2015 as INSTRUMENT NO. 2015-112074 of Official Records.
Dated: October 01, 2015
Trustor: HU-HANTWO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
Trustee: EAST WEST INVESTMENT INC., A CALIFORNIA CORPORATION
Beneficiary: EAST WEST BANK

A document entitled "ASSIGNMENT OF RENTS" recorded October 22, 2015 as INSTRUMENT NO. 2015-112075 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded October 22, 2015 as INSTRUMENT NO. 2015-112074 of Official Records.

Affects: The land and other property.

12. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
(Affects PARCEL 1)
13. Water rights, claims or title to water, whether or not shown by the public records.
(Affects PARCEL 2)
14. This transaction has been identified as having an unknown or Non-Institutional Lender. The company will require additional documents prior to close. Any and all documents required to close this transaction must be signed before a First American approved notary.
15. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

16. With respect to HU-HANTWO LLC, a limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) 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, that such document or instrument 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 document 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. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$24,246.15, PAID
Penalty:	\$0.00
Second Installment:	\$24,246.15, PAID
Penalty:	\$0.00
Tax Rate Area:	08-001
A. P. No.:	071-413-200

(Affects PARCEL 1)

2. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$9,782.70, PAID
Penalty:	\$0.00
Second Installment:	\$9,782.70, PAID
Penalty:	\$0.00
Tax Rate Area:	08-001
A. P. No.:	071-413-370

(Affects PARCEL 2)

3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 201 El Camino Real, Menlo Park, California.

(Affects PARCEL 1)

4. The property covered by this report is vacant land.

(Affects PARCEL 2)

5. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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 Menlo Park, County of San Mateo, State of California, described as follows:

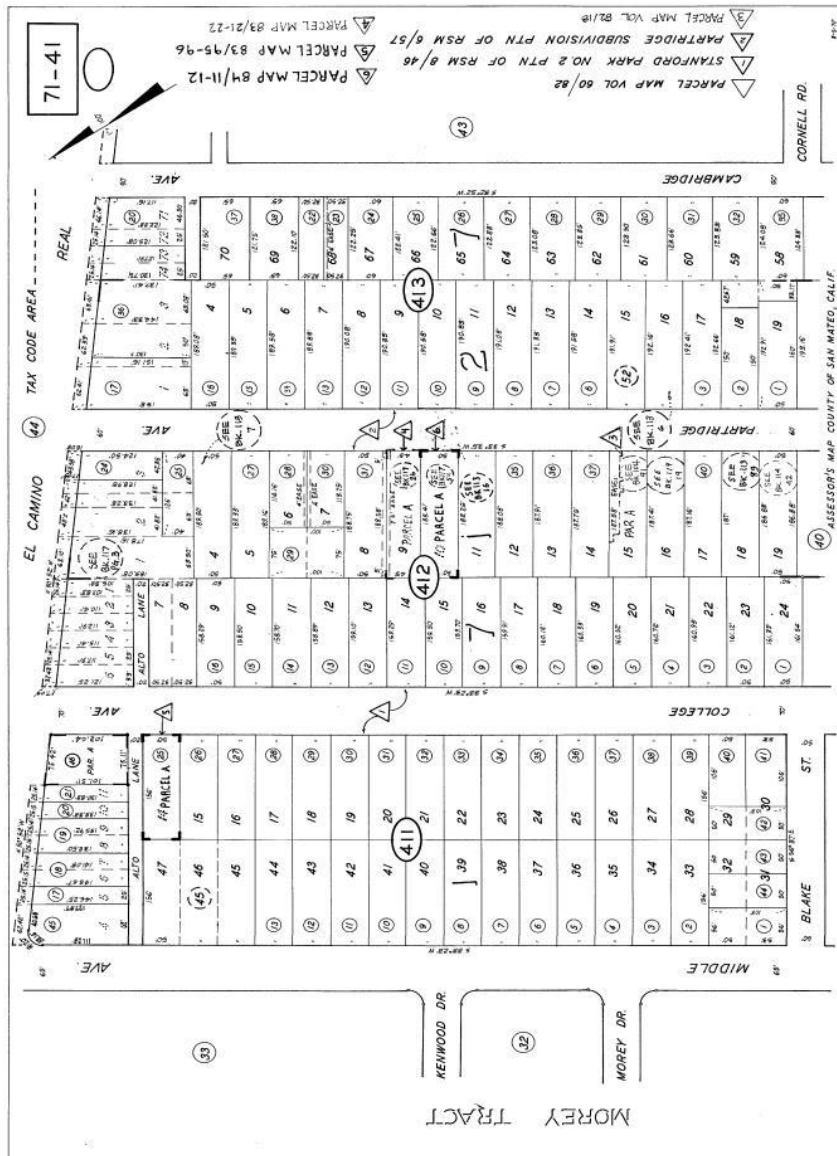
PARCEL 1 (APN: 071-413-200; JPN: 071-041-413-20A)

LOTS 71 AND 72 IN BLOCK 7 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 2, STANFORD PARK, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON APRIL 2, 1913 IN BOOK 8 OF MAPS AT PAGE 46.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LOTS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED DATED DECEMBER 17, 1929 AND RECORDED FEBRUARY 4, 1930 IN BOOK 452 OF OFFICIAL RECORDS AT PAGE 399, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL 2 (APN: 071-413-370; JPN: 071-041-413-21.01A)

LOT 70, IN BLOCK 7 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP NO. 2, STANFORD PARK, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 2, 1913 IN BOOK 8 OF MAPS AT PAGE 46.



NOTICE

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.

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

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

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

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

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 - 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 - 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 - 5. Failure to pay value for Your Title.
 - 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 - 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
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 Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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

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

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

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

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

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

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 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.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:
[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

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

EXCLUSIONS FROM COVERAGE

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

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

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRELIMINARY TITLE REPORT:
612 CAMBRIDGE AVE – LOT 69



First American Title

First American Title Company

161 Homer Avenue
Palo Alto, CA 94301

California Department of Insurance License No. 151

Roxane Chiang
19400 Stevens Creek Boulevard, Suite 102
Cupertino, CA 95014
Customer Reference:

Order Number: 4102-6089602 (SB)

Title Officer: Silvia Barragan
Phone: (650)323-7775
Fax No.: (888)299-0263
E-Mail: SBarragan@firstam.com
Owner: JI-Hantwc, LLC
Property: 612 Cambridge Ave
Menlo Park, CA 94025

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 October 23, 2019 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2013) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

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:

HU-HANTWO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. Supplemental taxes for the year 2014-2015 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 8,511.43, DELINQUENT
Penalty:	\$ 851.14
Second Installment:	\$ 8,511.43, DELINQUENT
Penalty:	\$ 891.14
Tax Rate Area:	08-001
A. P. No.:	071-413-380
3. Supplemental taxes for the year 2013-2014 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:	\$ 3,518.79, DELINQUENT
Penalty:	\$ 351.87
Second Installment:	\$ 3,518.79, DELINQUENT
Penalty:	\$ 391.87
Tax Rate Area:	08-001

A. P. No.: 071-413-380

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. A deed of trust to secure an original indebtedness of \$3,000,000.00 recorded OCTOBER 22, 2015 as INSTRUMENT NO. [2015-112074](#) OF OFFICIAL RECORDS.
Dated: OCTOBER 01, 2015
Trustor: HU-HANTWO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
Trustee: EAST WEST INVESTMENT, INC., A CALIFORNIA CORPORATION
Beneficiary: EAST WEST BANK

Affects: The land and other property.

A document entitled "ASSIGNMENT OF RENTS" recorded OCTOBER 22, 2015 as INSTRUMENT NO. [2015-112075](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded OCTOBER 22, 2015 as INSTRUMENT NO. [2015-112074](#) of Official Records.

6. Rights of parties in possession.
7. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
8. This transaction has been identified as having an unknown or Non-Institutional Lender. The company will require additional documents prior to close. Any and all documents required to close this transaction must be signed before a First American approved notary.

Prior to the issuance of any policy of title insurance, the Company will require:

9. With respect to HU-HANTWO LLC, a California limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that 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) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) 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, that such document or instrument 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 document 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. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$12,784.16, PAID
Penalty:	\$0.00
Second Installment:	\$12,784.16, PAID
Penalty:	\$0.00
Tax Rate Area:	08-001
A. P. No.:	071-413-380

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Multi Family Residence known as 612 CAMBRIDGE AVE, MENLO PARK, CA.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

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

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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

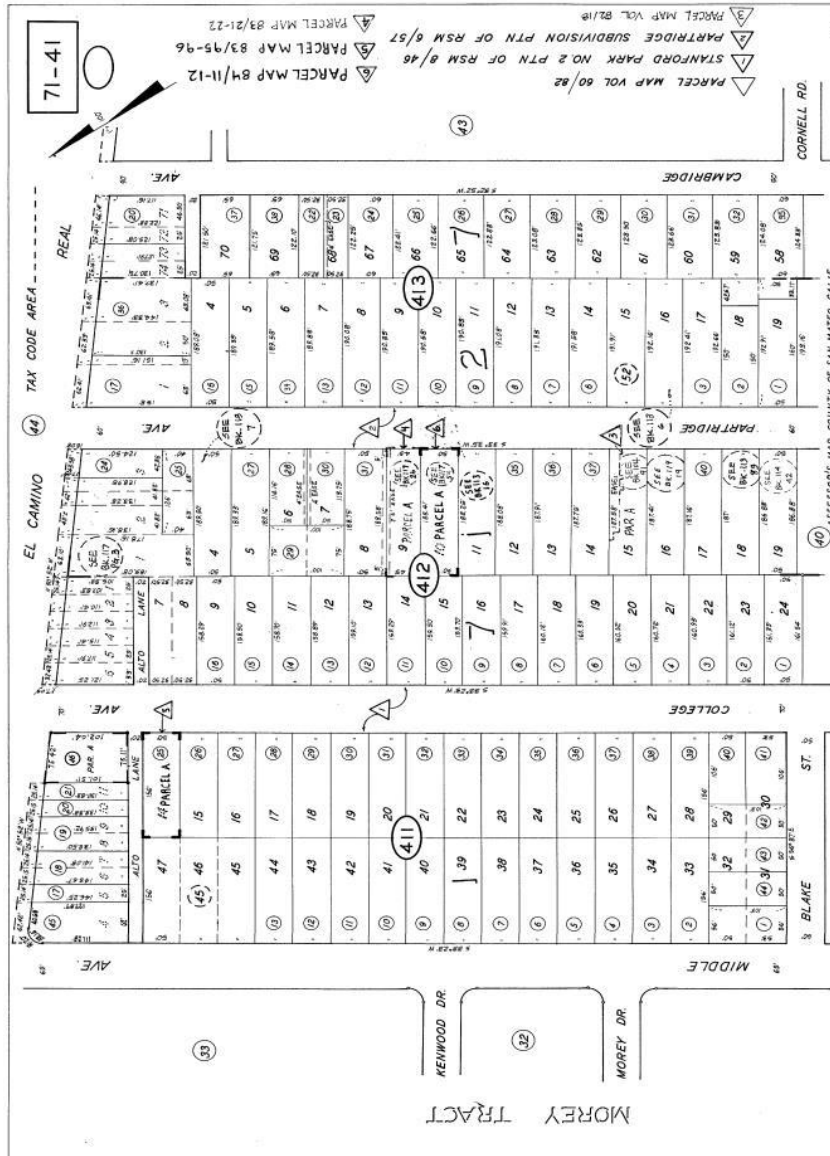
Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

LOT 69 BLOCK 7 AS DELINEATED UPON THAT CERTAIN MAP ENTITLE "MAP NO. 2 STANFORD PARK MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON APRIL 2, 1913, IN [BOOK 8 OF MAPS, AT PAGE 46](#).

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED FEBRUARY 4, 1930 IN [BOOK 452, PAGE 399](#), OFFICIAL RECORDS.

JPN: 071-041-413-21A

APN: 071-413-380



NOTICE

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.

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

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

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

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

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 - 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 - 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 - 5. Failure to pay value for Your Title.
 - 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 - 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
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 Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

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

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

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

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

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 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.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:
[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

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

EXCLUSIONS FROM COVERAGE

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

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

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DOCUMENTS THAT CREATED EXISTING EASMENTS
OVER ALTO LANE - MAP OF NO. 2 STANFORD PARK,
MENLO PARK, BOOK 8, PAGE 46



PLATS AND LEGAL DESCRIPTIONS

EXHIBIT "A"
PUBLIC SERVICES EASEMENT
LEGAL DESCRIPTION

All that real property situate in the Northeast 15.00 feet of Block 7, Lot 69 and the Northwest 15.00 feet of Block 7, Lot 70 as shown on that certain Map titled " MAP No.2 STANFORD PARK" recorded in Map Book 8 at Page 46, County of San Mateo, State of California, said property is also described in that certain GRANT DEED, recorded August 24, 2015 as document number 2015-089269, more particularly described as follows:

Beginning at the most southerly corner of said Lot 70, also being the easterly corner of said Lot 69 and the northwesterly line of Cambridge Avenue; thence leaving said corner, along the southeasterly line of Lot 69, South 34°12'53" West, 15.00 feet; thence leaving said southeasterly line, North 55°47'07" West, 121.83 feet to the northwesterly line of said Lot 69; thence along said northwesterly line, North 34°24'20" East, 15.00 feet to the northerly corner of said Lot 69, also being the westerly corner of Lot 70; thence leaving said corner, along the northwesterly line of Lot 70, North 34°24'20" East, 65.00 feet to the southwest right-of-way line of Alto Lane; thence along said southwest right-of-way line, South 55°47'07" East, 15.00 feet; thence leaving said southwest right-of-way line, South 34°24'20" West, 65.00 feet to a point on the southwesterly line of said Lot 70, also being the northeasterly line of Lot 69; thence along said southwesterly line, South 55°47'04" East, 106.78 feet to said southerly corner of Lot 70 and the **Point of Beginning**.

Containing 2,802 square feet or 0.06 acres, more or less.

As shown on Exhibit B, attached hereto and made a part hereof.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



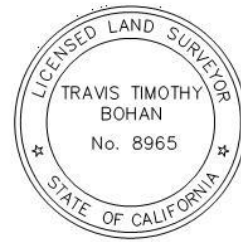
Travis Bohan, LS 8965



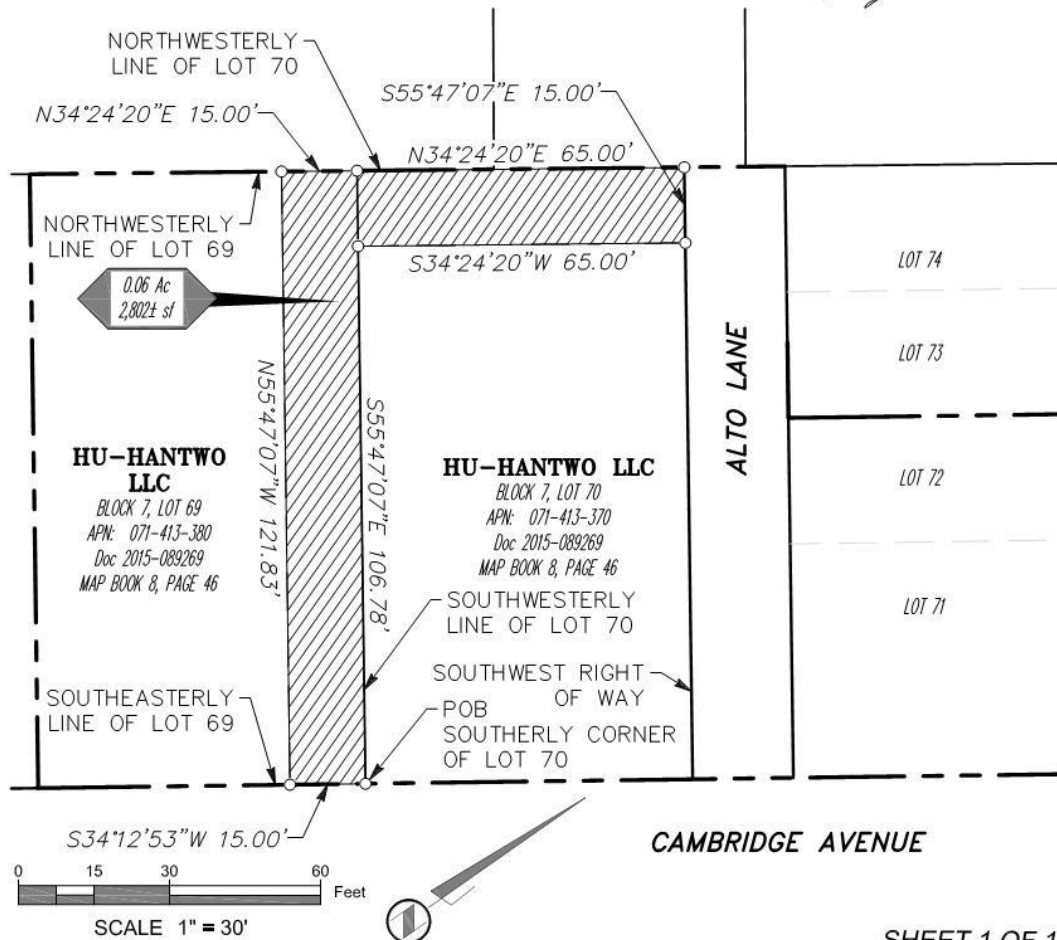
05/22/2020

Date

POB POINT OF BEGINNING
 ○ DIMENSION POINT
 ▨ PROPOSED EASEMENT



Tin-Tin B



SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 30'
Date May 2020
Drawn By SMB
Checked By TTB

Exhibit B
PUBLIC SERVICES EASEMENT
APN 071-413-370 & 071-413-380
Plat to Accompany Legal Description
In the City of Menlo Park
San Mateo County, California

Parcel Map Check Report

Date: 8/7/2020 3:40:07 PM

Parcel Name: EASEMENT - 017-413-370 & 380

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,989,917.8258'

East: 6,075,566.2525'

Segment# 1: Line

Course: S34°12'53"W

Length: 15.00'

North: 1,989,905.4218'

East: 6,075,557.8180'

Segment# 2: Line

Course: N55°47'07"W

Length: 121.83'

North: 1,989,973.9263'

East: 6,075,457.0724'

Segment# 3: Line

Course: N34°24'20"E

Length: 15.00'

North: 1,989,986.3021'

East: 6,075,465.5481'

Segment# 4: Line

Course: N34°24'20"E

Length: 65.00'

North: 1,990,039.9310'

East: 6,075,502.2762'

Segment# 5: Line

Course: S55°47'07"E

Length: 15.00'

North: 1,990,031.4965'

East: 6,075,514.6802'

Segment# 6: Line

Course: S34°24'20"W

Length: 65.00'

North: 1,989,977.8677'

East: 6,075,477.9521'

Segment# 7: Line

Course: S55°47'07"E

Length: 106.78'

North: 1,989,917.8258'

East: 6,075,566.2524'

Perimeter: 403.62'

Area: 2,802.13Sq.Ft.

Error Closure: 0.0001
Error North : -0.00005

Course: S59°54'56"W
East: -0.00008

Precision 1: 4,036,100.00

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 060-321-220

ALTO LANE VACATION

THAT PORTION OF ALTO LANE AS SHOWN ON THAT CERTAIN MAP TITLED "MAP No. 2 STANFORD PARK" RECORDED AS BLOCK 7 IN MAP BOOK 8 AT PAGE 46, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, NORTH OF LOT 70 AND SOUTH OF LOTS 71, 72, 73 AND 74, SAID PORTION ALSO DESCRIBE IN THAT CERTAIN GRANT DEED, RECORDED AUGUST 24, 2015, AS DOCUMENT NUMBER 2015-089269, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF CAMBRIDGE AVENUE AND THE MOST SOUTHERLY CORNER OF LOT 71 AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 34°12'53" WEST, 20.00 FEET TO THE MOST EASTERLY CORNER OF LOT 70, AS SHOWN ON SAID MAP;

THENCE LEAVING SAID NORTHWESTERLY LINE, ALONG THE NORTHEASTERLY LINE OF LOT 70, NORTH 55°47'07" WEST, 121.57 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 70;

THENCE NORTH 34°24'20" EAST, 20.00 FEET TO THE MOST WESTERLY CORNER OF LOT 74 AS SHOWN ON SAID MAP;

THENCE ALONG THE SOUTHWESTERLY LINES OF LOTS 74, 73, 72 AND 71 AS SHOWN ON SAID MAP, SOUTH 55°47'07" EAST, 121.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2431 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANYING EXHIBIT "B" HAVE BEEN PREPARED AT MARK THOMAS, BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

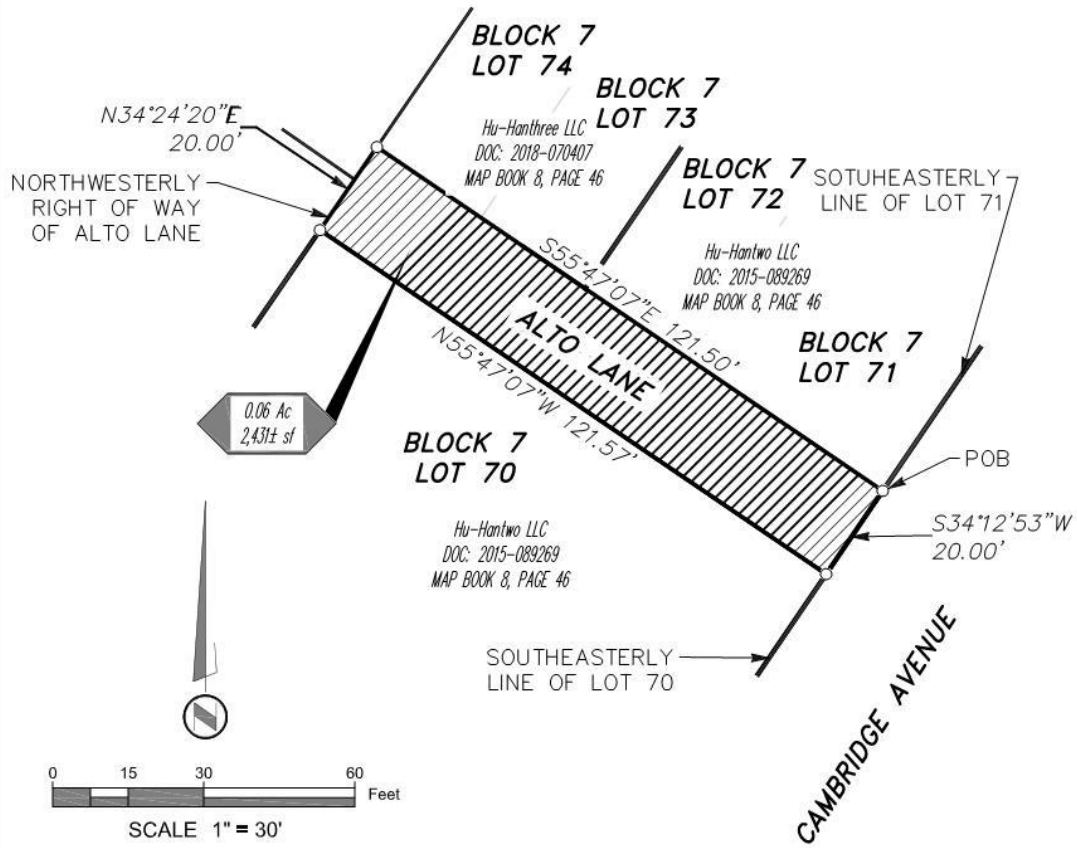
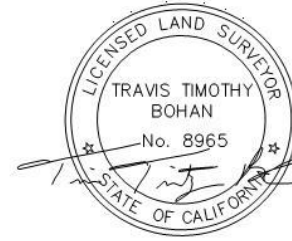

TRAVIS TIMOTHY BOHAN LS. 8965




07/07/2020
DATE

LEGEND

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ ALTO LANE, TO BE VACATED



SHEET 1 OF 2

 <p>MARK THOMAS</p> <p>Scale: 1" = 30'</p> <p>Date JULY 2020</p> <p>Drawn By ADB</p> <p>Checked By</p>	<p>Exhibit B</p> <p>ALTO LANE VACATION</p> <p>Plat to Accompany Legal Description</p> <p>In the City of Menlo Park</p> <p>San Mateo County, California</p>	
--	--	--

Parcel Map Check Report

Date: 8/6/2020 9:27:40 AM

Parcel Name: VACATION - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,989,988.1154'

East:6,075,614.0476'

Segment# 1: Line

Course: S34°12'53"W

Length: 20.00'

North: 1,989,971.5767'

East: 6,075,602.8017'

Segment# 2: Line

Course: N55°47'07"W

Length: 121.57'

North: 1,990,039.9350'

East: 6,075,502.2710'

Segment# 3: Line

Course: N34°24'20"E

Length: 20.00'

North: 1,990,056.4361'

East: 6,075,513.5720'

Segment# 4: Line

Course: S55°47'07"E

Length: 121.50'

North: 1,989,988.1172'

East: 6,075,614.0447'

Perimeter: 283.07'

Area: 2,430.67Sq.Ft.

Error Closure: 0.0034

Course: N57°39'41"W

Error North : 0.00181

East: -0.00286

Precision 1: 83,255.88

RESPONSES OF "NO OBJECTION TO ABANDONMENT"
LETTERS



AT&T CALIFORNIA
KIRK GUERRERO
870 N. MCCARTHY BLVD.
1ST FLOOR
MILPITAS, CA 95035

T: 408.635.8998
KG2513@ATT.COM

April 14h, 2020

ENDORSEMENT APPROVAL

City of Menlo Park
Department of Public Works
701 Laurel Street
Menlo Park, CA 94088

Subject: Vacation of 10' Easement of Lots 70-74.

Location: 612 Cambridge Avenue, 243 El Camino Real, 201 El Camino Real, Menlo Park
APN: 071-413-380, 071-413-360, 071-413-370 & 071-413-200

Dear City of Menlo Park:

AT&T has reviewed the proposed easement vacation of Lots 70-74 and has the following response:

- ☒ No objection to the easement vacation.
- ☐ No objection to the easement vacation but requires the additional easements shown on the attached plat map.
- ☐ Object for the following reasons:

Sincerely,

Kirk Guerrero

Kirk Guerrero
Right of Way Manager
AT&T of California
870 N McCarthy Blvd, 1st Floor
Milpitas, CA 95035



**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
Jonathan Lockhart
Land Management
6111 Bollinger Canyon Rd, 3rd Floor
San Ramon, CA 94583

July 14, 2020

Travis Bohan
3000 Oak Road, Suite 650
Walnut Creek, CA 94597

Re: Alto Lane Vacation; Menlo Park

Dear Mr. Bohan:

Thank you for giving us the opportunity to review the proposed street vacation. This is in response to your letter, dated April 9, 2020, informing PG&E of the proposed street vacation of Alto Lane at El Camino Real and Cambridge Ave. the City of Menlo Park.

An investigation indicates that PG&E is presently operating and maintaining utility facilities within the proposed street vacation area. If the street vacation and the new Public Utility Easement (PUE) is approved by the City Council/Board of Supervisors, PG&E respectfully requests that the following reservation be inserted in the Resolution of Vacation or Street Vacation Ordinance for the proposed street vacated area or new PUE:

RESERVING pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.

This reservation will allow PG&E to continue to operate and maintain its facilities installed pursuant to our franchise agreement. Upon approval of the street vacation by the City Council/Board of Supervisors, please send a certified copy of the Resolution of Vacation or Street Vacation Ordinance to the above referenced address.

After discussion, PG&E would have **no objection** to the proposed street vacation because there will be planned relocation of the facilities.

If you have any questions regarding our response, please contact me at (925) 244-3613 or Jonathan.Lockhart@pge.com.

Sincerely,

Jonathan Lockhart
Land Management

From: Thomas, Renoy <renoy.thomas@centurylink.com>
Sent: Tuesday, April 14, 2020 10:47 AM
To: Austin Brent
Subject: No National Facilities: Right of Way Abandonment Letter
Attachments: Utility Map.pdf

Austin,

CenturyLink Communications, LLC (National Fiber Optic longhaul/metro network) has received your utility notice. After reviewing the information you provided it has been determined that CenturyLink does not have facilities within the scope of the Project. Therefore it will not be necessary for CenturyLink to relocate or adjust the facilities.

Any changes or additions to the Project plans or parameters should be submitted to CenturyLink for review of potential new impacts to the CenturyLink facilities. Please reference the file number 169969 CA with any future communications.

Kind regards,

Renoy Thomas

BUSINESS ANALYST I
OSP National Relocations
CenturyLink
Tulsa, OK 74103

Please send all initial requests to NationalRelo@centurylink.com to ensure visibility by the department.



From: Austin Brent <abrent@markthomas.com>
Sent: Thursday, April 9, 2020 6:01 PM
To: NationalRelo <NationalRelo@centurylink.com>
Subject: Right of Way Abandonment Letter

To whom it may concern,

Please find enclosed Right of Way abandonment letter for the 201 El Camino Menlo Park project.

Best Regards,

Austin Brent
Survey Technician
(925) 627-4026 direct

CenturyLink and Level 3 Network



April 14, 2020

CTL Facilities

— Aerial
— Underground

Non CTL Facilities

— Aerial
— Underground

Level 3 Facilities

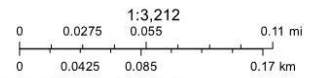
— Aerial
— Underground

Non Level 3 Facilities

— Aerial
— Underground

CLA

— Aerial
— Underground



CenturyLink Data is Highly Confidential and Proprietary.
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Persons working in the area covered by this data must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation. CenturyLink and Level 3 Data is Highly Confidential and Proprietary
CenturyLink and Level 3 Communications Data is Confidential



Sent Via E-Mail:

July 15, 2020

Craig Boman
Design Engineer
Sherwood Design Engineers
2548 Mission St, San Francisco, CA 94110

RE: Utility Easement Vacation Request: Alto Lane, Menlo Park, CA 94025

Dear Mr. Boman

Please accept this correspondence in response to your request for Comcast Cable Inc. agreement to the abandonment of Easement located at the location listed above.

Comcast Construction and Engineering department has reviewed all documentation provided (site plans) and has determined that Comcast does have aerial facilities within the area of the requested abandonment.

This vacation request is granted with understanding that a joint trench will be provided at cost of the developer/owner to maintain service to any existing properties. Therefore, the request of the easement vacation is granted.

Any additional questions please feel free to contact me at 415-859-0539.

Regards,

Karl Lorenz
Comcast Cable
Regional Construction Dept.
860 Stanton Rd
Burlingame, CA 94010



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

PHIL SCOTT
District Manager

In reply, please refer to our
File No.
071-413-200/370/380

May 28, 2020

VIA EMAIL: Travis Bohan info@markthomas.com

VIA MAIL:

Travis Bohan
Mark Thomas
3000 Oak Road, Suite 650
Walnut Creek, CA 94597

RE: PETITION TO ABANDON RIGHT-OF-WAY (ALTO LANE)
201 EL CAMINO REAL & 612 CAMBRIDGE AVENUE, MENLO PARK, CA 94025

Dear Mr. Bohan:

At their regularly scheduled meeting on May 27, 2020, the District Board approved the abandonment of the Right-of-Way named Alto Lane located at El Camino Real and Cambridge Avenue, Menlo Park, California contingent on the following conditions:

- The main is properly abandoned with a Class 3 sewer permit only after the existing commercial buildings at 201 El Camino Real are either demolished or are provided with new connections to an adjacent main; and/or
- An exclusive sanitary sewer easement is dedicated to the District if the main is not abandoned for any reason.

If you have any questions, please call Jonathan Werness at 650-321-0384.

Very truly yours,

WEST BAY SANITARY DISTRICT

Phil Scott
District Manager

cc: BHK, JPW, SXR
Austin Brent abrent@markthomas.com

W:\Public Data\Jonathan Werness\Plan Review\201 ECR\ROW Alto Ln Vacation Board Approval.docx

SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND
UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES



April 10, 2020

Mark Thomas
Attn: Travis Bohan
3000 Oak Road, Suite 650
Walnut Creek, CA 94597

NO CONFLICT

RE: PETITION TO ABANDON RIGHT-OF-WAY – CITY OF MENLO PARK, COUNTY OF SAN MATEO

Dear: Mr. Bohan,

As authorized representative of Tanya Hernandez, Senior Tech Project Management, AT&T Corp. (Long Haul), Shasta Consulting Group has reviewed the project documents submitted and offer the following response to your inquiry dated April 9, 2020 regarding the above referenced project.

After reviewing your project location maps, please be advised that AT&T Network services has no active facilities (Transcontinental Fiber Optics Lines) that will conflict with your petition to abandon the right-of-way on Alto Lane off of Cambridge Avenue at 201 El Camino Real. AT&T Network Services does have facilities on El Camino Real, but they will not be impacted by your improvement plans. I have enclosed a copy of the as-builts for your information that are on El Camino Real.

Thank you for notifying AT&T of the pending project referenced above. Notification of future proposed work in Northern California, should be directed to:

**Hard Copies to: AT&T INQUIRIES
700 S. Main Street Ste. 3
Yreka, CA 96097**

Electronic Copies to: NotifyCANV@shastagroup.net

Should you have any questions or concerns regarding this project, please contact Shasta Consulting Group at (530) 841-0621.

Please Note

AT&T Drawings are Proprietary Information Pursuant to Company instructions–This Office does not distribute drawings for Pre-Planning and Design Engineering purposes.

Please contact your local City, County, Utility Notification Center or AT&T On-Site Plant Protection workforce to determine AT&T facility locations prior to contacting AT&T Engineering. If you are referred to our office because of a possible conflict with AT&T lines, we will confirm and provide you with the appropriate drawings and pertinent information required to avoid a conflict with AT&T lines prior to the start of your construction project.

041020.05-RP

Sincerely,

Ronald Pimentel

Ronald Pimentel
Shasta Consulting Group, Inc.

[illegible]

From: sbaber@callitc.com
Sent: Tuesday, April 21, 2020 1:15 PM
To: Austin Brent
Cc: Francisco Busa Jr
Subject: FW: Right of Way Abandonment Letter
Attachments: Menlo-Park-Abandonment-Letter-And-Exhibit.pdf

Hello, TPX communications are clear of the scheduled work area. Thank You

Stacy Baber
Locator
ITC Service Group
7777 Greenback Ln, suite 201
Citrus Heights, Ca 95610
(925) 726-5974
sbaber@callitc.com

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

From: "Francisco Busa Jr" <fbusa@tpx.com>
Sent: Tuesday, April 21, 2020 2:20pm
To: "sbaber@callitc.com" <sbaber@callitc.com>
Subject: FW: Right of Way Abandonment Letter

Fyi...

From: Austin Brent <abrent@markthomas.com>
Sent: Thursday, April 9, 2020 4:06 PM
To: Francisco Busa Jr <fbusa@tpx.com>
Subject: Right of Way Abandonment Letter

*** This is an external email ***

To whom it may concern,

Please find enclosed Right of Way abandonment letter for the 201 El Camino Menlo Park project.

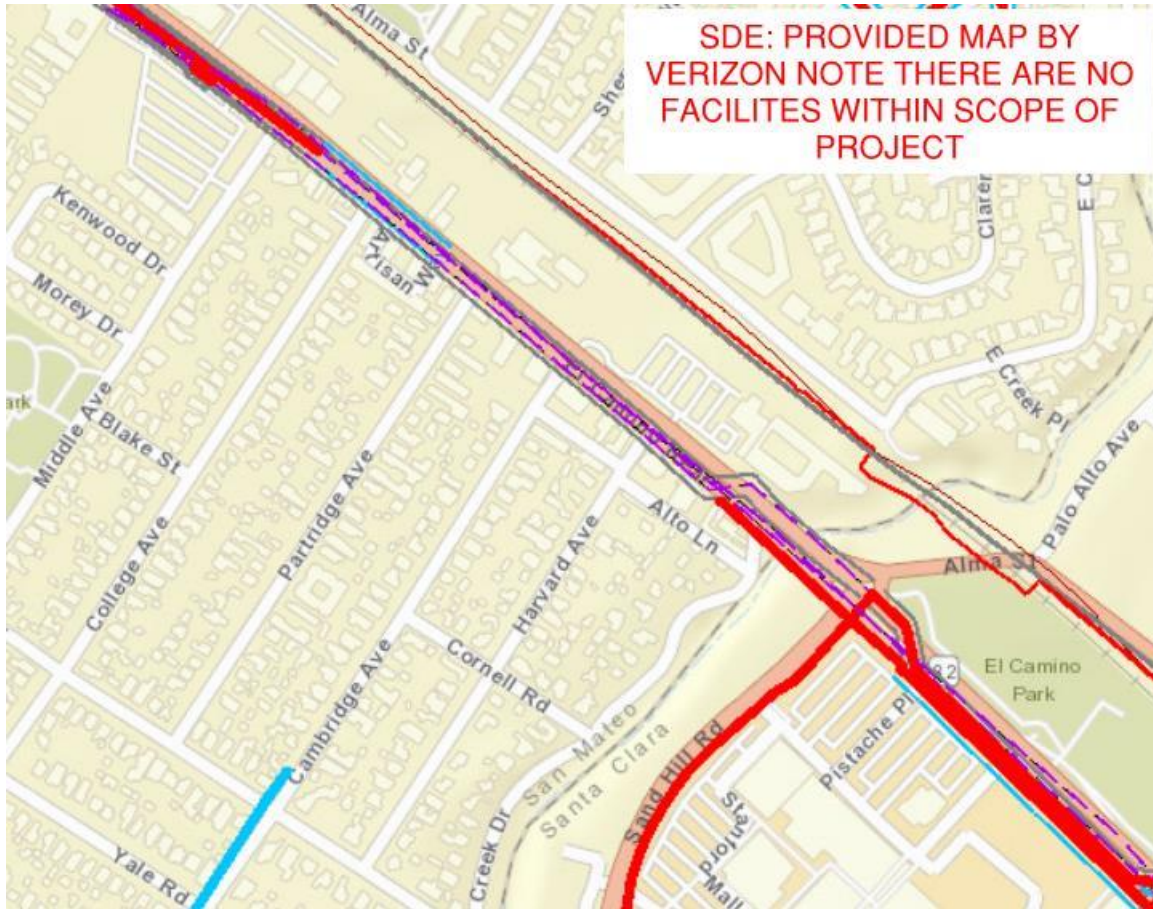
Best Regards,

Austin Brent
Survey Technician
(925) 627-4026 direct

MARK THOMAS
markthomas.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

SDE: PROVIDED MAP BY
VERIZON NOTE THERE ARE NO
FACILITIES WITHIN SCOPE OF
PROJECT





CALIFORNIA WATER SERVICE

Bear Gulch District 120 Reservoir Rd., Atherton, CA 94027
Tel: (650) 854-5454

July 14 2020

Alto Lane
City of Menlo Park

Re: No-Objection for release Alto Lane behind 201 El Camino Real

To whom it may concern,

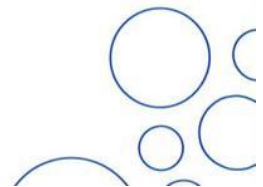
Cal Water has no facilities in the roadway on Alto Lane behind 201 El Camino Real off of Cambridge Ave., although the Fire Service for 201 ECR is located on Cambridge Ave. and is located on the back side of the building.

The No-Objection is given on conditions that applicant is aware of the location of the underground facilities. The applicant is responsible to call 811 Mark and Locate before digging and give the required notice for the digging.

If you have any questions please call me at 650-854-5454

Thank You

Marty Roberts
General Superintendent
California Water Service Company
Bear Gulch District



SUBJECT: PETITION TO ABANDON RIGHT-OF-WAY

LOCATION: City of Menlo Park, County of San Mateo

To whom it may concern:

WAVE has No Objection to the proposed abandonment of the above- described Right-of-Way.

As indicated on the enclosed copy of the survey and description of the Right-of-Way that is located at El Camino Real and Cambridge Avenue, Menlo Park, California between lots, 70, 71,72,73,74.

Thanks,

Ken Hawkins

Construction Manager – SF Bay Area

wave

215 Mason Circle

Concord, CA 94520

wavebroadband.com

925 -322-7806 (m)

khawkins@wavebroadband.com