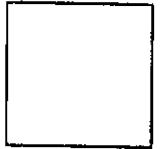


P

Type



Plans

AGP16-0001

Permit Number

505

Street Number

Cite LN

Street Name

C60

Community Code

116-310-005

APN

PRMD County of Sonoma



County of Sonoma  
Permit & Resource Management Department

June 25, 2018

Burton Fohrman  
438 1<sup>st</sup> Street, 4<sup>th</sup> Floor  
Santa Rosa CA 95401

Re: Notice of Inactive Project Application  
Non-renewal for an existing Land Conservation (Williamson) Act contract  
File No. AGP16-0001  
Site Address: 505 and 225 Lile Lane, Cloverdale  
APN: 116-310-005

Dear Mr. Fohrman:

According to Permit Sonoma records, over six (6) months has elapsed without any response to our requests for additional information or fees in order to continue processing the above referenced application.

July 3, 2017, Permit Sonoma sent a letter (a copy of which is attached hereto) notifying you that the project application submitted on January 14, 2016 was INCOMPLETE.

Pursuant to Cal. Gov. Code § 65943(a), Permit Sonoma has not received a response to the notice of an incomplete application and has deemed your incomplete application INACTIVE. Please submit information necessary to continue processing the application within thirty (30) days of the date of this letter. Upon receipt of the additional materials, staff shall determine whether the application is complete, and shall provide written notice if additional information is required (Cal. Gov. Code § 65943(b)).

**If you do not submit the information within thirty (30) days from the date of this letter, the application will be withdrawn due to inactivity and the file will officially be closed.** You may request additional time to complete your application in writing within 30 days of the date of this letter, including reasons for the delay.

Once the application is withdrawn, you may request a refund of any unexpended application fees by submitting a refund request form. You may also submit a new, complete application and pay all applicable application fees.

If you have questions regarding the above, please contact me at [Traci.Tesconi@sonoma-county.org](mailto:Traci.Tesconi@sonoma-county.org) or at (707) 565-1903.

  
Traci Tesconi  
Supervising Planner

Attached: Prior Correspondence from PRMD dated July 3, 2017

c: Property Owner  
Tennis Wick, Permit Sonoma Director  
Jennifer Barrett, Deputy Director  
Dean Parsons, Project Review Division Manager  
File No AGP16-0001





July 3, 2017

Burton Fohrman  
438 1<sup>st</sup> Street, 4<sup>th</sup> Floor  
Santa Rosa CA 95401

RE: File No.: AGP16-0001, 505 and 225 Lile Lane, Cloverdale

Dear Mr. Fohrman:

On January 14, 2016, our office received your request to prepare a notice of non-renewal for the existing Land Conservation (Williamson) Act contract on the above referenced property. On February 4, 2016 we sent a Notice of Non-Renewal for signatures by the current property owners and also requesting a copy of the most current recorded deed. The information was requested by October 1, 2016 but was never received.

If you would like to proceed with the request for non-renewal of the existing Land Conservation Act Contract please complete the enclosed Notice of Non-Renewal by having it signed by the current property owner(s) and notarized. Once signed, notarized, and returned to me, the document will serve as your official Notice of Non-Renewal which must be counter signed by the County and recorded before it can go into effect. Also please provide a copy of the most current recorded deed and return both documents by October 1, 2017.

After recording the document, the non-renewal begins on January 1, 2018. Permit Sonoma will send a copy of the recorded notice to you and the State Department of Conservation. Please return the signed and notarized document to me in a timely manner, as there are strict deadlines that must be met.

If you have any questions, please contact me via e-mail at [Melinda.Grosch@sonoma-county.org](mailto:Melinda.Grosch@sonoma-county.org) or phone at 707-565-2397.

Sincerely,

Melinda Grosch  
Project Planner

Enclosure

c: File No. AGP16-0001  
Amonos LLC



Recording Requested by  
COUNTY OF SONOMA  
Clerk of the Board of Supervisors  
575 Administration Drive, Suite  
Santa Rosa, CA 95403

After recording return to:  
COUNTY OF SONOMA  
Clerk of the Board of Supervisors  
575 Administration Drive, Suite  
Santa Rosa, CA 95403

Space above line for Recorder's Use Only

---

Record free per Gov. Code 27383

**NOTICE OF NON-RENEWAL  
OF  
LAND CONSERVATION CONTRACT  
(a.k.a. WILLIAMSON ACT CONTRACT)  
Pursuant to California Government Code § 51245**

NOTICE IS HEREBY GIVEN BY the CURRENT OWNER(s) identified below, that the Contract entered into between the ORIGINAL CONTRACTING OWNER(s) identified below and the COUNTY OF SONOMA, pursuant to the California Land Conservation Act (a.k.a. Williamson Act), California Government Code § 51200, and recorded on February 28, 1983 as Instrument Number 83-011838 of the Official Records of Sonoma County, California, IS NOT TO BE RENEWED as of January 1, 2018.

The expiration date of said contract is the last day of December, 2027. The above referenced contract enforceably restricts land within Agricultural Preserve No. 1-603, identified by the following Sonoma County Assessor Parcel Numbers APN: 116-310-005 and 116-310-079, and located at the following addresses:

APN(s):	Situs Address(s):
116-310-005	505 Lile Lane, Cloverdale, Sonoma County
116-310-079	225 Lile Lane, Cloverdale, Sonoma County

The ORIGINAL CONTRACTING OWNER(s):  
Sonoma-Lodi Joint Venture, a California Partnership

The CURRENT OWNER(S) and mailing address for each current owner:  
Amonos LLC, One Sealaska Plaza, #400, Juneau AK 99801

Notarized Signatures of Current Owner(s)\*:

X \_\_\_\_\_

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

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

X \_\_\_\_\_

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

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

\*Signature acknowledgments must be attached.

Service of this Notice Accepted by:

COUNTY OF SONOMA  
Clerk of the Board of Supervisors

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

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

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



**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

---

February 4, 2016

Burton Fohrman  
438 1<sup>st</sup> Street, 4<sup>th</sup> Floor  
Santa Rosa CA 85401

Re: File No.: AGP16-0001; 505 & 225 Lile Lane, Cloverdale

Dear Mr. Fohrman:

On January 14, 2016, our office received your request to prepare a notice of non-renewal for the existing Williamson Act contract on the above referenced property. To proceed with processing the non-renewal, please complete the following:

1. The enclosed Notice of Non-Renewal must be signed by the current property owner(s) and be notarized. Once signed, notarized, and returned to me, the document will serve as your official notice of non-renewal.
2. Provide a copy of the most current recorded deed indicating you are the current property owner.

Please return the notarized Notice of Non-Renewal no later than Monday, October 1, 2016. Once I receive the official notice of non-renewal and the deed, I will forward it to the Clerk of the Board of Supervisors, who will sign and record the notice.

After recording the document, the non-renewal begins on January 1, 2017. PRMD will send a copy of the recorded notice to you and the State Department of Conservation. Please return the signed and notarized document to me in a timely manner, as there are strict deadlines that must be met.

If you have any questions, please contact me via e-mail at [Melinda.Grosch@sonoma-county.org](mailto:Melinda.Grosch@sonoma-county.org) or 707-565-2397.

Sincerely,

Melinda Grosch  
Project Planner

Enclosure

c: File No. AGP16-0001  
Amonos LLC

Recording Requested by  
COUNTY OF SONOMA  
Clerk of the Board of Supervisors  
575 Administration Drive, Suite  
Santa Rosa, CA 95403

After recording return to:  
COUNTY OF SONOMA  
Clerk of the Board of Supervisors  
575 Administration Drive, Suite  
Santa Rosa, CA 95403

Space above line for Recorder's Use Only

---

Record free per Gov. Code 27383

**NOTICE OF NON-RENEWAL  
OF  
LAND CONSERVATION CONTRACT  
(a.k.a. WILLIAMSON ACT CONTRACT)  
Pursuant to California Government Code § 51245**

NOTICE IS HEREBY GIVEN BY the CURRENT OWNER(s) identified below, that the Contract entered into between the ORIGINAL CONTRACTING OWNER(s) identified below and the COUNTY OF SONOMA, pursuant to the California Land Conservation Act (a.k.a. Williamson Act), California Government Code § 51200, and recorded on February 28, 1983 as Instrument Number 83-011838 of the Official Records of Sonoma County, California, IS NOT TO BE RENEWED as of January 1, 2017.

The expiration date of said contract is the last day of December, 2026. The above referenced contract enforceably restricts land within Agricultural Preserve No. 1-603, identified by the following Sonoma County Assessor Parcel Number(s) (APN(s)), and located at the following address(es):

APN(s):	Situs Address(s):
116-310-005	505 Lile Lane, Cloverdale, Sonoma County
116-310-079	225 Lile Lane, Cloverdale, Sonoma County

The ORIGINAL CONTRACTING OWNER(s):  
Sonoma-Lodi Joint Venture, a California Partnership

The CURRENT OWNER(S) and mailing address for each current owner:  
Amonos LLC, One Sealaska Plaza, #400, Juneau AK 99801

Notarized Signatures of Current Owner(s)\*:

X \_\_\_\_\_

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

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

X \_\_\_\_\_

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

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

\*Signature acknowledgments must be attached.

Service of this Notice Accepted by:

COUNTY OF SONOMA  
Clerk of the Board of Supervisors

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

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

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

*return to  
County Council*

RECORDED AT REQUEST OF  
-SONOMA COUNTY-  
1983 FEB 28 AM 11: 36  
OFFICIAL RECORDS  
SONOMA COUNTY CALIFORNIA  
BERNICE A. PETERSON

83011838

10

**FREE**

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 28th day of February, 1983, by and between

SONOMA-LODI JOINT VENTURE,  
a California partnership

hereinafter referred to as "OWNER" and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

The parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. PURPOSE. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 1443, Statutes 1965), as amended. This contract shall be subject to said act and any amendments thereto.

2. SUBJECT PROPERTY. The Owner possesses real property located within the County, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

3. RESTRICTION TO AGRICULTURAL OR COMPATIBLE USE. During the term of this contract, the above-described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said land is situated, said rules have been or are about to be adopted for the lands in said preserve by resolution of the County's Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving and shall be consistent with the objectives of said Land Conservation Act.

4. TERM, AUTOMATIC EXTENSION AND PHASE OUT. This contract shall be effective commencing on the 28th day of February, 1983, and shall remain in effect for a period of 10 years therefrom. This contract shall be automatically extended at the end of each year for an additional one year period unless notice of nonrenewal is given as provided in Section 51245 of the California Government Code -- to the end that at all times during the continuation of this contract as extended, there shall be a 10-year term of restriction unless notice of nonrenewal has been

given.

5. REPORT OF VALUE. The County's Assessor shall annually, during the continuation of this contract, report to the Owner and to the County's Board of Supervisors the restricted value and the unrestricted value (i.e., the value the property would have had if not subject to the restrictions imposed by this contract). Thereupon, the Owner may request equalization of said values.

6. CANCELLATION. This contract shall only be subject to cancellation in accordance with the provisions of Government Code section 51281 through 51285; provided, however, that instead of the cancellation fees therein provided, the cancellation fees shall be 15 per cent of the market value of the property as determined by the County's Board of Supervisors shall not approve any request for cancellation unless the cancellation fee (calculated in the manner described in Paragraph 7 hereof) equals or exceeds the cancellation fee described in Paragraph (b) of Government Code section 51283 -- except in those instances in which said Board of Supervisors pursuant to Paragraph (c) of said Section 51283 finds that in the public interest all or part of the cancellation fee should be waived.

7. CANCELLATION FEES AND WAIVER FOR PAYMENT. In the event that the Board of Supervisors determines that some portion of the cancellation fee should be waived, it shall specify the net cancellation fee payable; no cancellation shall be effective unless and until such cancellation fees have been paid to the County's Board of Supervisors.

8. EMINENT DOMAIN. In lieu of the provisions of Government Code section 51295, the Owner's rights arising out of an action in eminent domain or the threat thereof shall be governed by the provisions of Paragraphs 6 and 7 of this contract. In that regard, it is recognized that on occasion, the Owner's right to relief should not be restricted to instances in which the fee of an entire parcel of land subject to contract is being condemned and that in other instances the condemnation of small slivers of a parcel of land may have little, if any, effect on the conduct of agricultural operations on a parcel of land subject to contract.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

10. SUCCESSORS IN INTEREST. The within contract, its terms and restrictions, shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have affixed their hands and seals the day and year first above written.

ATTEST:

*[Signature]*  
Clerk of the Board

COUNTY OF SONOMA

By *[Signature]*  
Chairman  
Board of Supervisors

OWNERS: SONOMA-LODI JOINT VENTURE

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By *[Signature]*  
By \_\_\_\_\_

LEDBETTER FARMS, INC.

By *[Signature]*  
By \_\_\_\_\_

ENCUMBRANCE HOLDERS:

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

VINO FARMS, INC.,

By *[Signature]* V.P.  
JAMES D. LEDBETTER

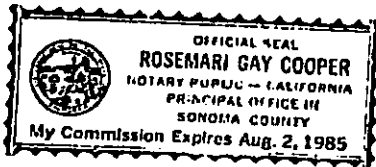
NOTE: Acknowledgments must be attached.

83011838

STATE OF CALIFORNIA )  
COUNTY OF SONOMA } SS

On this 28 day of February, 1983, before me Rosemary  
Gay Cooper, a Notary Public, personally appeared Trustee  
Carpenter, known to me to be the Chairman of the Board of Supervisors  
of the County of Sonoma, State of California and known to me to be the person  
who executed the within instrument on behalf of said public corporation, agency  
of a political subdivision, and acknowledged to me that such political subdivision  
executed the same.

*a.s.*



Rosemary Gay Cooper  
Notary Public in and for the  
County of Sonoma, State of California

My commission expires: Aug. 2, 1985

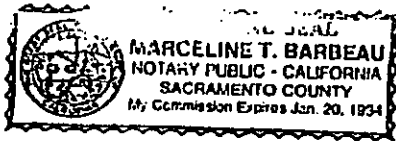


83011838

STATE OF CALIFORNIA )  
( ss.  
COUNTY OF SACRAMENTO)

On this 17th day of February, 1983 before me, a Notary Public in and for said county and state, personally appeared JAMES D. LEDBETTER, known to me to be the Vice President of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SONOMA-LODI JOINT VENTURE the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

IN WITNESS WHEREOF I have set my hand and affixed my official seal the day and year first above written.

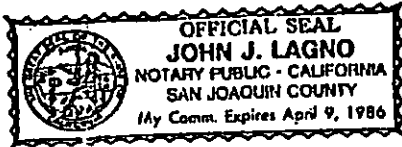


*Marceline T. Barbeau*  
Notary Public

STATE OF CALIFORNIA,  
City of Lodi County of San Joaquin } ss.

On this 14th day of February in the year one thousand nine hundred and Eighty Three  
before me, John J. Lagno, a Notary Public in and for the City of Lodi County of  
San Joaquin, State of California, residing therein, duly commissioned and sworn, personally appeared  
James D. Ledbetter

known to me to be the Vice President  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same. -0-



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
City of Lodi County of San Joaquin the day and year in this certificate  
first above written.

*John J. Lagno*

Notary Public in and for the City of Lodi County of San Joaquin  
Lodi State of California.

Ca. Notary's Form No. 28--(Acknowledgment--Corporation).  
(C. C. Secs. 1190-1190.1)

My Commission Expires April 9, 1983

17E

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve #1-603 as shown by map thereof recorded in preserve map book 4, page 97, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

PARCEL ONE:

Being a portion of the Musalacon Rancho and a portion of the lands conveyed to Joseph A. Lile by Deed recorded May 11, 1929 in Book 226 of Official Records, page 464, Serial No. 92289, Sonoma County Records, and by Deed recorded September 17, 1919 in Book 375 of Deeds, page 20, Sonoma County Records, and more particularly described as follows:

Commencing at a point on the West side of a concrete bridge on a railroad over Portorfie Creek between the lands of the above-mentioned Joseph A. Lile and the lands of Frank Chiocciora as conveyed to him by deed dated March 1, 1948 and recorded April 30, 1948 under Serial No. C-66364, Sonoma County Records, thence crossing said railroad North 66° 45' East 1.55 chains to the East side of said bridge and railroad and the point of beginning of the lands to be herein described; thence, from said point of beginning along the line as established in that boundary line agreement between Kate E. Leist and George E. Lile recorded July 9, 1917 in Book 35 of Maps, page 6, Sonoma County Records, North 61° 45' - East, 5.75 chains to a point; thence continuing along said line North 57° 30' East, 22.6 chains to a point, said point being the most Northerly corner of the Lile Ranch as shown in Book 35 of Maps, page 6; thence from said point and along the above mentioned boundary line agreement between George E. Lile and Melville and Ingram South 3° 30' West, a distance of 6.75 chains to the most Northerly corner of the lands conveyed to Joseph A. Lile by deed dated August 13, 1919 and recorded September 17, 1919 in Book 375 of Deeds, page 20, Sonoma County Records; thence continuing along said boundary line agreement South 3° 30' West, a distance of 6.10 chains to a point; thence South 36° 30' East a distance of 2.40 chains to the Northerly corner of the former Markell Ranch now owned by Clifford Lile and wife, by deed recorded December 7, 1943, under Serial No. B-70019, Sonoma County Records; thence along the line between Joseph A. Lile and Clifford Lile South 47° 28' West a distance of 13.12 chains, more or less, to the Easterly line of the railroad; thence Northerly along the Easterly line of said railroad to the point of beginning.

EXCEPTING THEREFROM all that portion granted from Joseph A. Lile and Belle F. Lile to Carvel B. Case, by Deed dated April 7, 1954 and recorded April 23, 1954 in Book 1268 of Official Records, page 310, Serial No. E-19321.

PARCEL TWO:

BEGINNING at a 2" iron pipe monument marking the point of intersection of the Northeast line of the Right of Way of the Northwestern Pacific Railway Company with the division 15 between said lands conveyed to Clifford Lile and wife and the lands of Joseph A. Lile and wife, and from which point a white oak tree 10" in diameter and marked "D.L.J.S.O. Dt.", bears South 58° 30' East a distance of 85 links; thence from said point of beginning North 47° 28' East and along said division line 13.12 chains, more or less, to the common East corner of said lands of Clifford Lile and wife, and Joseph A. Lile and wife; thence South

36° 30' East and along the Easterly line of said lands conveyed to Clifford Lile and wife 15.40 chains, more or less, to the Southwesterly corner thereof; thence South 47° 40' West and along the Southerly line of said lands 5.31 chains, more or less, to the most Easterly corner of the 27.50 acre tract conveyed to The United States of America by Deed recorded March 29, 1921 in Book 298 of Deeds, page 260, Sonoma County Records; thence North 59° 15' West and along the Northeasterly line of said 27.50 acre tract 6.07 1/2 chains, more or less, to the Southeastery line of said lands conveyed to Clifford Lile and wife; thence South 47° 28' West and along the Southeastery line of said lands of Lile 3 chains, more or less, to the Northeasterly line of the Right of Way of The Northwestern Pacific Railway Company; thence North 58° 06' 15" West and along the Northeasterly line of said Right of Way a distance of 10 chains, more or less, to the point of beginning.

EXCEPTING from the above described parcel of land all that portion granted by Clifford I. Lile and wife to Carvel B. Case, by Deed dated April 3, 1954 and recorded April 23, 1954 under Recorder's Serial No. E-19324, Sonoma County Records.

PARCEL THREE:

Being a portion of the tract of land of Dorothy C. Roundy and others, more particularly described as follows:

Commencing at a 6" x 6" concrete monument on the Easterly right of way line of the Healdsburg Cloverdale Highway opposite Engineer's Station "L" 349+ 21.36; thence Northerly along said right of way line, curving to the right with a radius of 970 feet 128.23 feet to an iron pipe monument; thence North 47° 54' East, 2740 feet to an iron pipe monument, the point of beginning; thence North 47° 54' East 1318.41 feet to an iron pipe monument on the bank of the Russian River; thence along said bank downstream South 38° 39' 30" East, 1142.02 feet to an iron pipe monument; thence South 59° 20' 10" West and along the Northerly line of the lands conveyed to Edward C. Emmons, and wife, by Deed dated October 8, 1934, and recorded January 15, 1935, in Book 377 of Official Records, page 271, Serial No. A-55713, 986.74 feet to an iron pipe monument on the Westerly right of way line of the Northwestern Pacific Railroad; thence South 48° 03' 45" West 288.45 feet to an iron pipe monument; thence North 42° 06' West 948.67 feet to the point of beginning. Being all that certain property described in that certain Deed from Dorothy C. Roundy, and others to Vernon Arthur Lile and Francis Charles Lile by Deed dated March 31, 1949 recorded in Book 879 of Official Records, page 180, in the Office of the County Recorder, County of Sonoma, State of California.

EXCEPTING THEREFROM THAT portion lying Northeasterly of a line described as follows:

BEGINNING on the Northwesterly line of the lands conveyed to Edward C. Emmons and wife by Deed dated October 8, 1934 and recorded January 15, 1935 in Book 377 of Official Records, page 271, Sonoma County Records, at a post marked "Point #1, Proposed property line", which post is North 59° 20' East 655 feet, more or less, measured along the said property line from the centerline of the Northwestern Pacific Railroad track; thence North 22 1/2° West 417 feet, more or less to a 10-inch Willow tree marked "Point #2, Proposed property line"; thence North 49 1/4° West 396 feet more or less to a 10-inch cottonwood tree marked "Point #3, proposed property line"; thence South 87 3/4° West 390 feet, more or less; thence North 36° 36' West 40 feet to a point on the Southeasterly line of the lands of Clifford I. Lile, which point is located South 47° 54' West 100.5 feet from the most Easterly corner of the Clifford I. Lile property, and North 47° 54' E. 485 feet, more or less, measured along the said Southeasterly line of Clifford I. Lile's property from the centerline of the Northwestern Pacific Railroad Track.

ALSO EXCEPTING THEREFROM that portion lying Southwesterly of the Northeasterly boundary of the Northwestern Pacific Railroad.

A.P. Nos. 116-310-04  
116-310-05  
116-310-13

# Planning Application


PJR-001

File#: AGP16-0001


### Type of Application:

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Admin Cert. Compliance       | <input type="checkbox"/> Design Review Comm./Ind.  | <input type="checkbox"/> Minor Subdivision            | <input type="checkbox"/> Variance          |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit    | <input type="checkbox"/> Zone Change       |
| <input type="checkbox"/> Cert. of Compliance          | <input type="checkbox"/> Design Review Signs       | <input type="checkbox"/> Ordinance Interpretation     | <input checked="" type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification        | <input type="checkbox"/> General Plan Amendment    | <input type="checkbox"/> Second Unit Permit           |  |
| <input type="checkbox"/> Coastal Permit               | <input type="checkbox"/> Lot Line Adjustment       | <input type="checkbox"/> Specific/Area Plan Amendment |  |
| <input type="checkbox"/> Design Review Admin.         | <input type="checkbox"/> Major Subdivision         | <input type="checkbox"/> Use Permit                   |  |
- Williamson Act Contract**

### Applicant (Contact Person):

**Burton H. Fohrman**  
Name  
**438 1st Street, 4th Floor**  
Mailing Address  
**Santa Rosa CA 95401**  
City/Town State Zip  
**707.525.8800 707.545.8242**  
Phone Fax  
email **fohrman@perrylaw.net**  
Signature  Date **1/13/16**

### Owner, if other than Applicant:

**Amonos LLC**  
Name  
**One Sealaska Plaza, #400**  
Mailing Address  
**Juneau AK 99801**  
City/Town State Zip  
**907.586.1512 907.586.2304**  
Phone Fax  
email **anthony.mallott@sealaska.com**  
Signature  Date **1/5/16**

### Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

### Project Information:

**505 Lile Lane** **Sonoma County**  
Address(es) **116-310-005-000; 116-310-079-000** City/Town **37.76**  
Assessor's Parcel Number(s) Acreage

Project Description: **Vineyard - removal from Williamson Act Agreement**  
(Please attach additional sheet(s) if needed)  
Site Served by Public Water?  Yes  No Site Served by Public Sewer?  Yes  No Number of new lots proposed \_\_\_\_\_

----- **DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff U** -----  
Planning Area **244** Supervisorial District: **4** Current Zoning: **LTA B620 RC546** General Plan Land Use: **LTA20**  
Specific Plan: **N/C** S.P. Land Use: \_\_\_\_\_ Needs CEQA Review?  yes  no

### Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_ Existing Employees: \_\_\_\_\_ New Employees: \_\_\_\_\_  
New Manufactured Homes: \_\_\_\_\_ New Units For Sale: \_\_\_\_\_ New Units For Rent: \_\_\_\_\_ Density Bonus Units: \_\_\_\_\_  
Violation?  yes  no; Application resolve planning violation?  yes  no; Penalty applicable?  yes  no; Civil Penalty Factor \_\_\_\_\_

Previous Files: \_\_\_\_\_  
Application accepted by **Blake Hilligard** Date **1-17-16**

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ♦ Santa Rosa, CA ♦ 95403-2829 ♦ (707) 565-1900 ♦ Fax (707) 565-1103

# Supplemental Application Information

Existing use of property: vineyard

Acreeage: 37.76

Existing structures on property: small house

Proximity to creeks, waterways and impoundment areas: adjacent to Russian River

Vegetation on site: vineyard

General topography: flat

Surrounding uses to North: City of Cloverdale waste water plant South: vacant land

(Note: An adjoining East: Russian River West: vacant land  
road is not a use.)

New structures proposed (size, height, type): None. Application for removal from Williamson Act contract

Number of employees: Full time: 0 Part time: 0 Seasonal: 0

Operating days: n/a Hours of operation: n/a

Number of vehicles per day: Passenger: n/a Trucks: n/a

Water source: well Sewage disposal: n/a

Provider, if applicable: \_\_\_\_\_ Provider, if applicable: \_\_\_\_\_

New noise sources (compressors, power tools, music, etc.): n/a

Grading proposed: Amount of cut (cu. yds.): 0 Amount of fill (cu. yds.): 0 Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes \_\_\_\_\_ No X If Yes, indicate area of disturbance(acres): \_\_\_\_\_

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.): \_\_\_\_\_

Vegetation to be removed: none

Will proposal require annexation to a district in order to obtain public services: Yes \_\_\_\_\_ No X

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes \_\_\_\_\_ No X

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes \_\_\_\_\_ No X

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): n/a

**Updated January 6,  
2016**



**First American Title Company  
National Commercial Services  
1850 Mt. Diablo Blvd., Suite 300  
Walnut Creek, CA 94596**

February 25, 2013

Burton H. Fohrman  
Perry, Johnson, Anderson, Miller, & Moskowitz LLP  
438 First St 4th Floor  
Santa Rosa , CA 95401  
Phone: (707)525-8800  
Fax: (707)545-8242

Customer Reference: 505 Lile Lane

Policy Number:

Escrow Officer: Pamela Nicolini  
Phone: (925)927-2173

Property: 505 Lile Lane, Cloverdale, CA

Attached please find the following item(s):

Commitment

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

***Customer First!***

# Planning Application

## PJR-001


File#: \_\_\_\_\_

**Type of Application:**

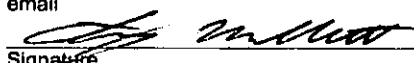
- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Admin Cert. Compliance       | <input type="checkbox"/> Design Review Comm./Ind.  | <input type="checkbox"/> Minor Subdivision            | <input type="checkbox"/> Variance          |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit    | <input type="checkbox"/> Zone Change       |
| <input type="checkbox"/> Cert. of Compliance          | <input type="checkbox"/> Design Review Signs       | <input type="checkbox"/> Ordinance Interpretation     | <input checked="" type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification        | <input type="checkbox"/> General Plan Amendment    | <input type="checkbox"/> Second Unit Permit           |  |
| <input type="checkbox"/> Coastal Permit               | <input type="checkbox"/> Lot Line Adjustment       | <input type="checkbox"/> Specific/Area Plan Amendment |  |
| <input type="checkbox"/> Design Review Admin.         | <input type="checkbox"/> Major Subdivision         | <input type="checkbox"/> Use Permit                   |  |

**Williamson Act  
Contract**

**Applicant (Contact Person):**

**Burton H. Fohrman**  
 Name  
**438 1st Street, 4th Floor**  
 Mailing Address  
**Santa Rosa CA 95401**  
 City/Town State Zip  
**707.525.8800 707.545.8242**  
 Phone Fax  
**fohrman@perrylaw.net**  
 email  
  
 Signature Date **1/13/16**

**Owner, if other than Applicant:**

**Amonos LLC**  
 Name  
**One Sealaska Plaza, #400**  
 Mailing Address  
**Juneau AK 99801**  
 City/Town State Zip  
**907.586.1512 907.586.2304**  
 Phone Fax  
**anthony.mallott@sealaska.com**  
 email  
  
 Signature Date **1/5/16**

**Other Persons to be Notified:** (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

**Project Information:**

**505 Lile Lane**  
 Address(es) **116-310-005-000; 116-310-079-000**  
 Assessor's Parcel Number(s)  
**Sonoma County**  
 City/Town **37.76**  
 Acreage  
 Project Description: **Vineyard - removal from Williamson Act Agreement**  
 (Please attach additional sheet(s) if needed)

Site Served by Public Water?  Yes  No      Site Served by Public Sewer?  Yes  No      Number of new lots proposed \_\_\_\_\_

----- **DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff U** -----

Planning Area: \_\_\_\_\_ Supervisorial District: \_\_\_\_\_ Current Zoning: \_\_\_\_\_ General Plan Land Use: \_\_\_\_\_  
 Specific Plan: \_\_\_\_\_ S.P. Land Use: \_\_\_\_\_ Needs CEQA Review?  yes  no

**Commercial/Industrial Uses:** (Enter numbers where applicable)  
 Bldg. sq. ft. Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_ Existing Employees: \_\_\_\_\_ New Employees: \_\_\_\_\_  
 New Manufactured Homes: \_\_\_\_\_ New Units For Sale: \_\_\_\_\_ New Units For Rent: \_\_\_\_\_ Density Bonus Units: \_\_\_\_\_  
 Violation?  yes  no; Application resolve planning violation?  yes  no; Penalty applicable?  yes  no; Civil Penalty Factor \_\_\_\_\_  
 Previous Files: \_\_\_\_\_

Application accepted by \_\_\_\_\_ Date \_\_\_\_\_

**Sonoma County Permit and Resource Management Department**  
 2550 Ventura Avenue ♦ Santa Rosa, CA ♦ 95403-2829 ♦ (707) 565-1900 ♦ Fax (707) 565-1103

# Supplemental Application Information

Existing use of property: vineyard

Acreage: 37.76

Existing structures on property: small house

Proximity to creeks, waterways and impoundment areas: adjacent to Russian River

Vegetation on site: vineyard

General topography: flat

Surrounding uses to (Note: An adjoining road is not a use.)  
North: City of Cloverdale waste water plant South: vacant land  
East: Russian River West: vacant land

New structures proposed (size, height, type): None. Application for removal from Williamson Act contract

Number of employees: Full time: 0 Part time: 0 Seasonal: 0

Operating days: n/a Hours of operation: n/a

Number of vehicles per day: Passenger: n/a Trucks: n/a

Water source: well Sewage disposal: n/a

Provider, if applicable: \_\_\_\_\_ Provider, if applicable: \_\_\_\_\_

New noise sources (compressors, power tools, music, etc.): n/a

Grading proposed: Amount of cut (cu. yds.): 0 Amount of fill (cu. yds.): 0 Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes \_\_\_\_\_ No x If Yes, indicate area of disturbance(acres): \_\_\_\_\_  
Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.): \_\_\_\_\_

Vegetation to be removed: none

Will proposal require annexation to a district in order to obtain public services: Yes \_\_\_\_\_ No x

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes \_\_\_\_\_ No x

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes \_\_\_\_\_ No x

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): n/a

**Updated January 6,  
2016**



**First American Title Company  
National Commercial Services  
1850 Mt. Diablo Blvd., Suite 300  
Walnut Creek, CA 94596**

February 25, 2013

Burton H. Fohrman  
Perry, Johnson, Anderson, Miller, & Moskowitz LLP  
438 First St 4th Floor  
Santa Rosa , CA 95401  
Phone: (707)525-8800  
Fax: (707)545-8242

Customer Reference: 505 Life Lane

Policy Number:

Escrow Officer: Pamela Nicolini  
Phone: (925)927-2173

Property: 505 Life Lane, Cloverdale, CA

Attached please find the following item(s):

Commitment

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

***Customer First!***

**First American Title Insurance Company**  
**INFORMATION**

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

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

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

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

This information is not part of the title insurance commitment.

**TABLE OF CONTENTS**

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

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

COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

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

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

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

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

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

*First American Title Insurance Company*

**SCHEDULE A**

1. Commitment Date: December 22, 2015 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
(A) ALTA U.S. Policy Form 9/28/91 Proposed Insured:	\$3,400,000.00

[REDACTED] ia.

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

Fee Simple as to Parcels One and Two, an easement as to Parcels Three, Four, Five, Six, Seven and Eight.

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

Amonos, LLC, a Delaware limited liability company, successor by merger with Sirrah, LLC, a Delaware limited liability company

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

**PARCEL ONE:**

BEING A PORTION OF THE MUSALACON RANCHO AND A PORTION OF THE LANDS CONVEYED TO JOSEPH A. LILE BY DEED RECORDED MAY 11, 1929 IN BOOK 226 OF OFFICIAL RECORDS, PAGE 464, SERIAL NO. 92289, SONOMA COUNTY RECORDS, AND BY DEED RECORDED SEPTEMBER 17, 1919 IN BOOK 375 OF DEEDS, PAGE 20, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST SIDE OF A CONCRETE BRIDGE ON A RAILROAD OVER PORTERFIELD CREEK BETWEEN THE LANDS OF THE ABOVE-MENTIONED JOSEPH A. LILE AND THE LANDS OF FRANK CHIOCCIORA AS CONVEYED TO HIM BY DEED DATED MARCH 01, 1948 AND RECORDED APRIL 30, 1948 UNDER SERIAL NO. C-66364 SONOMA COUNTY RECORDS, THENCE CROSSING SAID RAILROAD NORTH 66° 45' EAST 1.55 CHAINS TO THE EAST SIDE OF SAID BRIDGE AND RAILROAD AND THE POINT OF BEGINNING OF THE LANDS TO THE HEREIN DESCRIBED; THENCE, FROM SAID POINT OF BEGINNING ALONG THE LINE AS ESTABLISHED BY THAT BOUNDARY LINE AGREEMENT BETWEEN KATE E. LEIST AND GEORGE E. LILE RECORDED JULY 09, 1917 IN BOOK 35 OF MAPS, PAGE 6, SONOMA COUNTY RECORDS, NORTH 61° 45' EAST, 5.75 CHAINS TO POINT; THENCE CONTINUING ALONG SAID LINE NORTH 57° 30' EAST, 22.62 CHAINS TO A POINT, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE LILE RANCH AS SHOWN IN BOOK 35 OF MAPS, PAGE 6; THENCE FROM SAID POINT AND ALONG THE ABOVEMENTIONED BOUNDARY LINE AGREEMENT BETWEEN GEORGE E. LILE AND MELVILLE AND INGRAM SOUTH 3° 30' WEST, A DISTANCE OF 6.75 CHAINS TO THE MOST NORTHERLY CORNER OF THE LANDS CONVEYED TO JOSEPH A. LILE BY DEED DATED AUGUST 13, 1919 AND RECORDED SEPTEMBER 17, 1919 IN BOOK 375 OF DEEDS, PAGE 20, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG SAID BOUNDARY LINE AGREEMENT SOUTH 3° 30'

WEST, A DISTANCE OF 6.10 CHAINS TO A POINT; THENCE SOUTH 36° 30' EAST A DISTANCE OF 2.40 CHAINS TO THE NORTHERLY CORNER OF THE FORMER MARKELL RANCH NOW OWNED BY CLIFFORD LILE AND WIFE, BY DEED RECORDED DECEMBER 07, 1943 UNDER SERIAL NO. B-70019, SONOMA COUNTY RECORDS; THENCE ALONG THE LINE BETWEEN JOSEPH A. LILE AND CLIFFORD LILE SOUTH 47° 28' WEST A DISTANCE OF 13.12 CHAINS, MORE OR LESS, TO THE EASTERLY LINE OF THE RAILROAD; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED FROM THE SAN FRANCISCO BANK, A CORPORATION TO ALBERT E. OTTOBONI AND MARY A. OTTOBONI, BY DEED DATED OCTOBER 14, 1933 AND RECORDED OCTOBER 31, 1933 IN BOOK 348 OF OFFICIAL RECORDS, PAGE 407, SERIAL NO. A-42492, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED FROM JOSEPH A. LILE AND BELLE J. LILE TO CARVEL B. CASE, BY DEED DATED APRIL 07, 1954 AND RECORDED APRIL 23, 1954 IN BOOK 1268 OF OFFICIAL RECORDS, PAGE 310, SERIAL NO. E-19321, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEEDS RECORDED JUNE 11, 1992, AS DOCUMENT NOS. 92-69810 AND 92-69811, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONDEMNED TO THE CITY OF CLOVERDALE BY FINAL ORDER IN CONDEMNATION-ACTION IN EMINENT DOMAIN, RECORDED DECEMBER 13, 2010 AS INSTRUMENT NO. 2010113034 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE LANDS OF SIRRAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED UNDER DOCUMENT NUMBER 2008-040296, SONOMA COUNTY RECORDS, FROM WHICH POINT AN OLD 1 INCH IRON PIPE WITH NAIL BEARS S 58°52'56" W, 128.35 FEET; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING EASTERLY ALONG SAID NORTHERLY LINE, N 58°52'56" E, 1135.26 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTHERLY AND ALONG THE EASTERLY LINE OF SAID LANDS S 05°01'20" W, 499.52 FEET, FROM WHICH A ½ INCH IRON PIPE WITH NO TAG BEARS S 05°01'20" W, 312.39 FEET, SAID ½ INCH IRON PIPE MONUMENT IS ACCEPTED AS THE ONE SHOWN ON THAT CERTAIN "RECORD OF SURVEY" AS FILED IN BOOK 634 OF MAPS, PAGE 42, SONOMA COUNTY RECORDS; THENCE LEAVING SAID EASTERLY LINE, AND ALONG A LINE THAT IS APPROXIMATELY 1 FOOT SOUTHERLY AND PARALLEL TO AN EXISTING CHAIN LINK FENCE, S 84°31'00" W, 932.44 FEET, TO THE POINT OF BEGINNING.

PARCEL TWO:

BEING A PORTION OF THE MUSALACON RANCHO AND A PORTION OF THE LANDS CONVEYED TO CLIFFORD I. LILE AND WIFE BY DEED RECORDED DECEMBER 07, 1943 IN BOOK 600 OF OFFICIAL RECORDS, PAGE 8, RECORDER'S SERIAL NO. B-70019, SONOMA COUNTY RECORDS, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE MONUMENT MARKING THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE NORTHWESTERN PACIFIC RAILWAY COMPANY WITH THE DIVISION LINE BETWEEN SAID LANDS CONVEYED TO CLIFFORD LILE AND WIFE AND THE LANDS OF JOSEPH A. LILE AND WIFE, AND FROM WHICH POINT A WHITE OAK TREE 10" IN DIAMETER AND MARKED "D.L.J.S.O.BT", BEARS SOUTH 58° 30' EAST A DISTANCE OF 85 LINKS; THENCE FROM SAID POINT OF BEGINNING NORTH 47° 28' EAST AND ALONG SAID DIVISION LINE 13.12 CHAINS, MORE OR LESS, TO THE COMMON EASTERLY CORNER OF SAID LANDS OF CLIFFORD LILE AND WIFE AND JOSEPH A. LILE AND WIFE; THENCE SOUTH 36° 30' EAST AND ALONG THE EASTERLY LINE OF SAID LANDS CONVEYED TO

CLIFFORD LILE AND WIFE, 15.40 CHAINS, MORE OR LESS, TO THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTH 47° 40' WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS 5.31 CHAINS, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE 27.50 ACRE TRACT CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED MARCH 29, 1921 IN BOOK 298 OF DEEDS, PAGE 280, SONOMA COUNTY RECORDS; THENCE NORTH 59° 15' WEST AND ALONG THE NORTHEASTERLY LINE OF SAID 27.50 ACRE TRACT 6.07-½ CHAINS, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LANDS CONVEYED TO CLIFFORD LILE AND WIFE; THENCE SOUTH 47° 28' WEST AND ALONG THE SOUTHEASTERLY LINE OF SAID LANDS OF LILE, 3 CHAINS, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY FOR THE NORTHWESTERN PACIFIC RAILWAY COMPANY; THENCE NORTH 58° 06' 15" WEST AND ALONG THE NORTHEASTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 10 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND ALL THAT PORTION GRANTED BY CLIFFORD I. LILE AND WIFE TO CARVEL B. CASE, BY DEED DATED APRIL 03, 1954 AND RECORDED APRIL 23, 1954, IN BOOK 1268 OF OFFICIAL RECORDS, PAGE 322, SERIAL NO. E-19324, SONOMA COUNTY RECORDS.

PARCEL THREE:

A RIGHT OF WAY 20 FEET IN WIDTH, FOR GENERAL ROAD AND UTILITY PURPOSES AS DESCRIBED IN DEED TO CLIFFORD I. LILE AND MARY A. LILE, HIS WIFE, AND ISABELLA L. RICKARD AND LESTER II. RICKARD, HER HUSBAND, RECORDED DECEMBER 11, 1970 IN BOOK 2501 OF OFFICIAL RECORDS, AT PAGE 692, SERIAL NO. L-90137, SONOMA COUNTY RECORDS.

PARCEL FOUR:

AN EASEMENT FOR ACCESS TO THE RUSSIAN RIVER IN, OVER, ALONG AND ACROSS A 100 FOOT STRIP OF LAND LYING ALONG AND ADJACENT TO THE ENTIRE NORTHEASTERLY BOUNDARY OF PARCEL TWO HEREINABOVE DESCRIBED AS RESERVED BY CLIFFORD I. LILE AND WIFE IN THE DEED TO CARVEL B. CASE DATED APRIL 03, 1954 AND RECORDED APRIL 23, 1954, IN BOOK 1268 OF OFFICIAL RECORDS, PAGE 322, SERIAL NO. E-19324, SONOMA COUNTY RECORDS.

PARCEL FIVE:

NON EXCLUSIVE EASEMENTS FOR ACCESS BY PEDESTRIANS, VEHICLES AND EQUIPMENT AS DESCRIBED IN THE GRANT OF EASEMENT FROM SPIGHT PROPERTIES II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO SILVERADO PREMIUM PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED MARCH 21, 2003 AS DOCUMENT NUMBER 2003-054446, SONOMA COUNTY RECORDS.

PARCEL SIX:

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ROADWAY PURPOSES TO AND FROM THE PUBLIC ROAD KNOWN AS ASTI ROAD AS DESCRIBED IN THE GRANT OF EASEMENT FROM THE CITY OF CLOVERDALE TO SIRRAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED NOVEMBER 5, 2010 AS INSTRUMENT NO. 2010096990 SONOMA COUNTY RECORDS.

PARCEL SEVEN:

AN EASEMENT FOR A PRIVATE AT-GRADE ROADWAY USED EXCLUSIVELY FOR ACCESS, AND INGRESS AND EGRESS UPON THE TERMS AND PROVISIONS AS SET FORTH AND DESCRIBED IN THAT CERTAIN "EASEMENT AGREEMENT (PRIVATE AT-GRADE CROSSING OF RAILROAD LINE)" EXECUTED BY AND BETWEEN NORTH COAST RAILROAD AUTHORITY, A LEGISLATIVELY

CREATED STATE AGENCY AND AMONOS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SIRRAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED OCTOBER 16, 2012 AS INSTRUMENT NO. 20120102659, SONOMA COUNTY RECORDS.

PARCEL EIGHT:

AN EASEMENT FOR A BELOW GRADE UTILITY CROSSING USED FOR SEWER, POTABLE WATER, TREATED WATER FOR IRRIGATION, NATURAL GAS, POWER, ELECTRICITY AND ALL TYPES OF COMMUNICATION CABLES AND LINES UPON THE TERMS AND PROVISIONS AS SET FORTH AND DESCRIBED IN THAT CERTAIN "EASEMENT AGREEMENT (BELOW-GRADE UTILITY CROSSING OF RAILROAD LINE)" EXECUTED BY AND BETWEEN NORTH COAST RAILROAD AUTHORITY, A LEGISLATIVELY CREATED STATE AGENCY AND AMONOS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND SIRRAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED OCTOBER 16, 2012 AS INSTRUMENT NO. 20120102658, SONOMA COUNTY RECORDS.

APN: 116-310-005-000 (Affects Parcel Two) and 116-310-079-000 (Affects Parcel One)

## SCHEDULE B

### SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): NONE
- (F) Other: Survey affidavit from Adobe Associates, Inc. indicating no changes on the land since date of survey

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

- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

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

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

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

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
  - (i) a copy of the Articles of Organization
  - (ii) a copy of the Operating Agreement, if applicable
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Company Consent to the current transaction
  
- (K) The following partnership documentation is required :
  - (i) a copy of the partnership agreement, including all applicable amendments thereto
  - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iii) express Partnership Consent to the current transaction
  
- (L) The following corporation documentation is required:
  - (i) a copy of the Articles of Incorporation
  - (ii) a copy of the Bylaws, including all applicable Amendments thereto
  - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
  - (iv) express Corporate Resolution consenting to the current transaction
  
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **not disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
  
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
  
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
  
- (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
  
- (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- (S) Financial statements from the appropriate parties must be submitted to the Company for review.
- (T) A copy of the construction contract must be submitted to the Company for review.
- (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

## **SCHEDULE B**

### **SECTION TWO**

#### **EXCEPTIONS**

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

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
  
2. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$2,920.48, PAID
Penalty:	\$0.00
Second Installment:	\$2,920.48, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	065-009
A. P. No.:	116-310-079-000

(Affects Parcel One)

- 2a. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$2,018.44, PAID
Penalty:	\$0.00
Second Installment:	\$2,018.44, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	065-009
A. P. No.:	116-310-005-000

(Affects Parcel Two)

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
  
4. The effect of a map purporting to show the land and other property, filed September 08, 1916 in Book 33, Page 27 of Record of Surveys.
  
5. The effect of a map purporting to show the land and other property, filed July 09, 1917 in Book 35, Page 6 of Record of Surveys.

6. An easement for electric transmission line and incidental purposes, recorded May 27, 1932 as Instrument No. A23032 in Book 324, Page 119 of Official Records.  
In Favor of: Pacific Gas and Electric Company, a corporation  
Affects: A Northwesterly portion of Parcel One
  
7. An easement for well and water lines and incidental purposes, recorded November 20, 1950 as Instrument No. D27570 in Book 1007, Page 160 of Official Records.  
In Favor of: F. W. Ulmann, et al  
Affects: The exact location of the easement is not defined of record.  
  
Note: The ALTA survey depicts various wells on the property, however, we are unable to determine which well this document is referring to.
  
8. An easement for existing wells and water lines and incidental purposes, recorded Instrument No. 83-011838 as Instrument No. N-42642 & N-42644 in Book 2773, Page 378 & 384 of Official Records.  
In Favor of: Clifford I. Lile & Mary A. Lile, his wife, Bernard A. Lile & Charlotte E. Lile, his wife & Isabelle L. Rickard & Lester H. Rickard, her husband  
Affects: The exact location of the easement is not defined of record.  
  
Note: The ALTA survey depicts various wells on the property, however, we are unable to determine which well this document is referring to.
  
9. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 28, 1983 as Instrument No. 83-011838 of Official Records.
  
10. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded June 11, 1992 as Instrument Nos. 1992-069810 & 1992-069811, both of Official Records.
  
11. An easement for electric power line and incidental purposes, recorded March 21, 2003 as Instrument No. 2003-054444 of Official Records.  
In Favor of: Spight Properties II, a California limited liability company  
Affects: A Southerly portion of Parcel Two
  
12. An easement for right to use and maintain an existing well, pump and ancillary equipment and incidental purposes, recorded March 21, 2003 as Instrument No. 2003-054445 of Official Records.  
In Favor of: Spight Properties II, a California limited liability company  
Affects: A Southerly portion of Parcel Two
  
13. The terms, provisions and easement(s) contained in the document entitled "Grant of Easement" recorded March 21, 2003 as Instrument No. 2003-054446 of Official Records.
  
14. This item has been intentionally deleted.

15. An easement for sewer and incidental purposes, recorded December 13, 2010 as Instrument No. 2010113034 of Official Records.  
In Favor of: City of Cloverdale  
Affects: A Westerly portion of Parcel One

Terms and provisions contained in the above document.

16. Water rights, claims or title to water, whether or not shown by the public records.
17. Rights of parties in possession.
18. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Adobe Associates, Inc. on April 2, 2008, last revised December 22, 2010, designated Job Number 07159:

a. "House" extends beyond southwesterly boundary line

b. Water course (Porterfield Creek) lying within the westerly portion

c. General Note 9) "The location of the railroad right of way is shown based upon the physical locations of the tracks and from maps filed in the Sonoma County Assessor's Office. The original tract line was 80' wide centered on the proposed track layout. The original line was not constructed in that location due to the terrain (I surmise), and I do not believe the railroad company quitclaimed that area back to the property owners on the easterly side, but rather obtained rights on the westerly side for the new alignment as the tracks are constructed today. We have had discussions with the railroad company in Omaha, Nebraska, and their representative believed it was a 30' right of way from the centerline of the tracts, but I do not find documentation to support that on the easterly side."

d. Possible easements for "Dirt Vineyard Road" and "Gravel Road" over various portions

e. Overhead wires and utility poles through the property. "P.G. & E. Note: Electrical Transmission Line for the benefit of Pacific Gas and Electric. No easements of record were found. An inquiry to Pacific Gas and Electric also was unable to provide any documentation."

19. The terms and provisions contained in the document entitled "EASEMENT AGREEMENT (PRIVATE AT-GRADE CROSSING OF RAILROAD LINE)" recorded October 16, 2012 as Instrument No. 2012102659 of Official Records, executed by and between North Coast Railroad Authority, a legislatively created state agency and Amonos, LLC, a Delaware limited liability company and Sirrah, LLC, a Delaware limited liability company

Document(s) declaring modifications thereof recorded December 12, 2012 as Instrument No. 2012127677 of Official Records.

20. The terms and provisions contained in the document entitled "EASEMENT AGREEMENT (BELOW-GRADE UTILITY CROSSING OF RAILROAD LINE)" recorded October 16, 2012 as Instrument No. 2012102658 of Official Records, executed by and between North Coast Railroad Authority, a legislatively created state agency and Amonos, LLC, a Delaware limited liability company and Sirrah, LLC, a Delaware limited liability company

Document(s) declaring modifications thereof recorded December 12, 2012 as Instrument No. 2012127676 of Official Records.

21. The effect of a map purporting to show the land and other property, filed March 14, 2012 in Book 749, Page 33 of Record of Surveys.

### INFORMATIONAL NOTES

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

***\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*\****

## CONDITIONS

### 1. DEFINITIONS

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

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

### 2. LATER DEFECTS

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

### 3. EXISTING DEFECTS

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

### 4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements shown in Schedule B - Section One

or

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

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

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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

## Privacy Policy

### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

**SCHEDULE B**

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

Part One

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

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

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

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

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

**SCHEDULE B**

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

Part One

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

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

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

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

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

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

**SCHEDULE B**

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

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

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

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or

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

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

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

**SCHEDULE B**

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

**Part One:**

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

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

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

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

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

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

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

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

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

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

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

#### EXCLUSIONS

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

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

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

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

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

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

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

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

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

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

**SCHEDULE B**

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

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

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

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

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

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

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

**SCHEDULE B**

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

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

**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829  
(707) 565-1900 FAX (707) 565-1103

**Application Fees / Invoice for: AGP16-0001**

**Project Address:** 505 LILE LN CLO

**Cross Street:** ASTI ROAD

**APN:** 116-310-005

**Description:** LAND CONSERVATION (WILLIAMSON ACT) PHASE OUT FOR

**Printed:** January 14, 2016

**Initialized by:** KATHERIAU

**Activity Type:** C-AGP 1501

**PCAS #:**

*JR610300*

**Owner:** SIRRAH LLC  
1 SEALASKA PLZ STE 400  
JUNEAU AK 99801-1245

**Applicant:** BURTON H. FOHRMAN  
438 1ST STREET, 4TH FLOOR  
SANTA ROSA, CA

95401  
707 528-8800

**Fees:**

Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
140	TECH ENHANCEMENT FEE	26010104-46040	48.00	.00	.00
1003	AGP NON-RNW/LND CON PLN	26010121-45061	527.00	.00	.00
			<b>\$575.00</b>	<b>\$0.00</b>	

**Total Fees:** \$575.00  
**Total Paid:** \$0.00

**Balance Due:** \$575.00

Refunds will not be authorized unless circumstances comply with established PRMD refund policy provisions.

When validated below, this is your receipt.

PAYMENT RECEIVED  
\$ 575.00 *[Signature]*  
JAN 14 2016  
PERMIT AND RESOURCE  
MANAGEMENT DEPARTMENT  
COUNTY OF SONOMA