

## EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Parcel One:

Parcel 2, as shown on Parcel Map 9956, filed January 24, 2012, in [Book 318 of Parcel Maps, Pages 91 through 93, inclusive](#), Alameda County Records.

Parcel Two:

An Easement for ingress egress and parking

Beginning at the Southeast corner of Parcel 2 as said parcel is shown on the above referenced Parcel Map 9956, said point also being the common intersection with the Northerly limit of 10th street and the common line between Parcel 2 and the "Designated Remainder", said line having a bearing of South 25° 35' 52" West;

Thence North 25° 35' 52" East, along said common line, 410.05 feet;

Thence, North 85° 10' 54" West, 28.74 feet;

Thence, South 04° 49' 06" West, 30.71 feet to a point of tangency;

Thence, along a tangent curve to the right, said curve having a radius of 175.00 feet, and through a central angle of 22° 01' 26", a distance of 67.27 feet;

Thence South 26° 50' 32" West, 327.05 feet, to the intersection with the Northerly limits of 10th street as shown on the above referenced Parcel Map 9956;

Thence North 62° 35' 18" West, along said Northerly limits of 10th street, 42.02 feet, returning to the point of beginning.

Said area being shown and referenced on said Parcel Map 9956

Note: Parcel 2 described herein appears to have merged with the ownership of the fee title to the land which it burdens and may no longer exist or be desired. If this is supposed to be the case, Parcel 2 should be deleted from the description herein and an instrument by the vestees named herein should be recorded declaring any such easement to be extinguished.

If Parcel 2 should not be merged and/or extinguished, however, a recital should be made following it to the effect that "it is not the intent or desire that it be extinguished by merger or otherwise".

In either case, the written approval from the seller(s), the purchaser(s) and lender(s) must be furnished to the Company.

APN: 018-0450-005



**OLD REPUBLIC**  
TITLE COMPANY

555 12th Street, Suite 2000  
Oakland, CA 94607  
(510) 272-1121 Fax: (510) 208-5045

## PRELIMINARY REPORT

CITY OF OAKLAND - CEDA REAL ESTATE  
250 FRANK OGAWA PLAZA  
OAKLAND, CA 94612

Attention: JAMES GOLDE

UPDATED

Our Order Number 1117011634-JM

Customer Reference CITY OF OAKLAND, SUCCESSOR  
AGENCY TO THE REDEVELOP

When Replying Please Contact:

Julie Massey  
JMassey@ortc.com  
(510) 272-1121

Property Address:

Kaiser Convention Center, Parcel 2 Parcel Map 9956, Oakland, CA 94601

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

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

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

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

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

Dated as of October 9, 2014, at 7:30 AM

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

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

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

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee as to Parcel(s) 1 and an Easement as to Parcel(s) 2

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

The City of Oakland, a municipal corporation

The land referred to in this Report is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

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Parcel 2, as shown on Parcel Map 9956, filed January 24, 2012, in [Book 318 of Parcel Maps, Pages 91 through 93, inclusive](#), Alameda County Records.

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Thence, South 04° 49' 06" West, 30.71 feet to a point of tangency;

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Said area being shown and referenced on said Parcel Map 9956

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**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

If Parcel 2 should not be merged and/or extinguished, however, a recital should be made following it to the effect that "it is not the intent or desire that it be extinguished by merger or otherwise".

In either case, the written approval from the seller(s), the purchaser(s) and lender(s) must be furnished to the Company.

APN: 018-0450-005

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

1. Taxes and assessments, general and special, for the fiscal year 2014 - 2015, as follows:

Assessor's Parcel No	:	018-0450-005	
1st Installment	:		NOT Marked Paid
2nd Installment	:		NOT Marked Paid

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

3. (1) Any adverse claim based upon the assertion that:
- (a) Some portion of said land has been created by artificial means, or has accreted to such portion so created.
  - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Lake Merritt Canal, or has been formed by accretion to any such portion.

(2) Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Lake Merritt Canal.

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Oakland Water Front Company, a California corporation
For	:	Single or double track street railroad
Recorded	:	<a href="#">December 8, 1898 in Book 672 of Deeds, Page 309</a>
Affects	:	A portion

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation  
For : Underground gas main or pipeline  
Dated : April 5, 1963  
Recorded : [May 20, 1963 in Reel 888 of Official Records, Image 404 under Recorder's Serial Number AU85363](#)  
Affects : A portion

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

6. A Notice as follows:

Entitled : Notice of Designation of a Landmark  
By : City of Oakland - Director of City Planning  
Recorded : [June 13, 1980 in Official Records under Recorder's Serial Number 80-101791](#)

Said matters affect the Oakland Municipal Auditorium

7. Encroachments of garage walls, concrete canopy and a column on the south portion of the museum building, on to other lands owned by the City of Oakland, disclosed by Memorandum of Ground Lease Agreement, recorded February 10, 1982, Series No. 82-20094, Official Records.

8. Redevelopment Plan, as follows:

Entitled : Amended Central District Urban Renewal Plan Oakland, California  
Executed By : The City of Oakland  
Dated : August 31, 1995  
Recorded : [September 1, 1995 in Official Records under Recorder's Serial Number 95201279](#)

Revised Statement of Institution of Redevelopment for Central District Redevelopment Project, recorded December 3, 2007, [Series No. 2007-409569](#), Official Records.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

9. Agreement for : Sale, Assignment and Assumption  
Executed By : California Statewide Communities Development Authority  
and Between : Oakland Joint Powers Financing Authority

On the terms, covenants and conditions contained therein,

Recorded : [June 14, 2001 in Official Records under Recorder's Serial Number 2001-205735](#)

Affects Parcel Two and a portion of Parcel One (Convention Center)

Note: Reference is made to said instrument for full particulars.

10. PERPETUAL DEED RESTRICTIONS, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in the

Deed From : California Statewide Communities Development Authority  
Recorded : [June 14, 2001 in Official Records under Recorder's Serial Number 2001-205736](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

11. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : City of Oakland, a municipal corporation  
Lessee : Oakland Joint Powers Financing Authority, a joint exercise of powers authority organized and operating under the laws of the State of California  
Disclosed by : Memorandum of Second Amended and Restated Ground Lease  
Recorded : [June 14, 2001 in Official Records under Recorder's Serial Number 2001-205737](#)

Affects that portion of Parcel One lying within the convention center parcel, as described therein

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Memorandum of Second Amended and Restated Ground Lease  
Granted To : Oakland Joint Powers Financing Authority, a Joint Powers Authority  
duly authorized under the laws of the State of California  
For : Pedestrian and vehicular access and Parking  
Recorded : [June 14, 2001 in Official Records under Recorder's Serial Number  
2001-205737](#)  
Affects : Portions of Parcel One

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

13. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : Oakland Joint Powers Financing Authority, a joint exercise of powers  
organized and operating under the laws of the State of California  
Lessee : City of Oakland  
Disclosed by : Memorandum of Second Amended and Restated Lease and Sublease  
Agreement  
Recorded : [June 14, 2001 in Official Records under Recorder's Serial Number  
2001-205738](#)

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

And as modified by an instrument, executed by Oakland Joint Powers Financing Authority, recorded [January 31, 2012 in Official Records under Recorder's Serial Number 2012031147](#).

14. Easements for ingress, egress, private rights and/or utilities and incidental purposes, as disclosed by instruments of record affecting the "Common Elements".

15. Recitals as shown or noted on the filed map.

16. Terms and provisions as contained in an instrument,

Entitled : Easement Agreement  
Executed By : City of Oakland, a municipal corporation and The Redevelopment Agency of the City of Oakland  
Dated : January 26, 2012  
Recorded : January 30, 2012 in Official Records under Recorder's Serial Number 2012028317  
Returned to Address : City of Oakland, Ceda Building Services, Bldg. Services - Code Compliance, 250 Frank H. Ogawa Pl - Rm. 2340, Oakland, California 94612

Affects Parcel 2

Note: Reference is made to said instrument for full particulars.

Any defect, or claim thereof, by reason of any violation of the California Statute known as AB 1X 26 or any matter contained therein.

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

18. Any unrecorded and subsisting leases.

19. 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.

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

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

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as Kaiser Convention Center, Parcel 2 Parcel Map 9956, Oakland, CA 94601.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

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

NONE

Grant Deed executed by The City of Oakland, a municipal corporation to The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law recorded [January 30, 2012 in Official Records under Recorder's Serial Number 2012028316](#).

Grant Deed executed by The Redevelopment Agency of the City of Oakland to The City of Oakland recorded [January 31, 2012 in Official Records under Recorder's Serial Number 2012031137](#).

Grant Deed executed by The Oakland Joint Powers Financing Authority to The City of Oakland recorded [January 31, 2012 in Official Records under Recorder's Serial Number 2012031144](#).

Grant Deed executed by The Oakland Redevelopment Successor Agency, successor agency to the Redevelopment Agency of the City of Oakland under California Health and Safety Code Section 34173 to The City of Oakland, a municipal corporation recorded [April 7, 2014 in Official Records under Recorder's Serial Number 2014084885](#).

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

C. Effective September 1<sup>st</sup>, 2014, recording charges include a \$20.00 recording service fee plus the recording charge for the types of transactions listed below:

Finance transactions - \$95.00 average recording charge to record all documents necessary to close and issue the required title insurance policy(ies).

Sale transactions - \$110.00 average recording charge to record all documents necessary to close and issue the required title insurance policy(ies).

Commercial transactions - actual charges required by the County Recorder.

All Cash transactions - actual charges required by the County Recorder to record all cash, 1-4 sale transactions wherein no new deed of trust is recorded.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1117011634-JM**  
**UPDATED**

If you anticipate having funds wired to Old Republic Title Company, our wiring information is as follows: Union Bank of California, 1980 Saturn, Monterey Park CA 91755, credit to the account of: Old Republic Title Company Account Number 9100096193, ABA Number 122000496.

When instructing the financial institution to wire funds, it is very important that you reference Old Republic Title's Escrow Number 1117011634.

Note: Automated Clearing House (ACH) transfers are not accepted in lieu of wired funds, except when received from a governmental agency.

Funds deposited directly into an account of Old Republic Title Company at a Union Bank of California branch are subject to verification and may cause a delay in closing.

Should you have any questions in this regard, please contact your Escrow or Title Officer immediately.

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

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

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

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

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

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

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 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).

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE**

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

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

## OLD REPUBLIC TITLE COMPANY

### Privacy Policy Notice

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of OLD REPUBLIC TITLE COMPANY

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.

- Information about your transactions we secure from our files, or from [our affiliates or] others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **Disclosure to Consumer of Available Discounts**

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

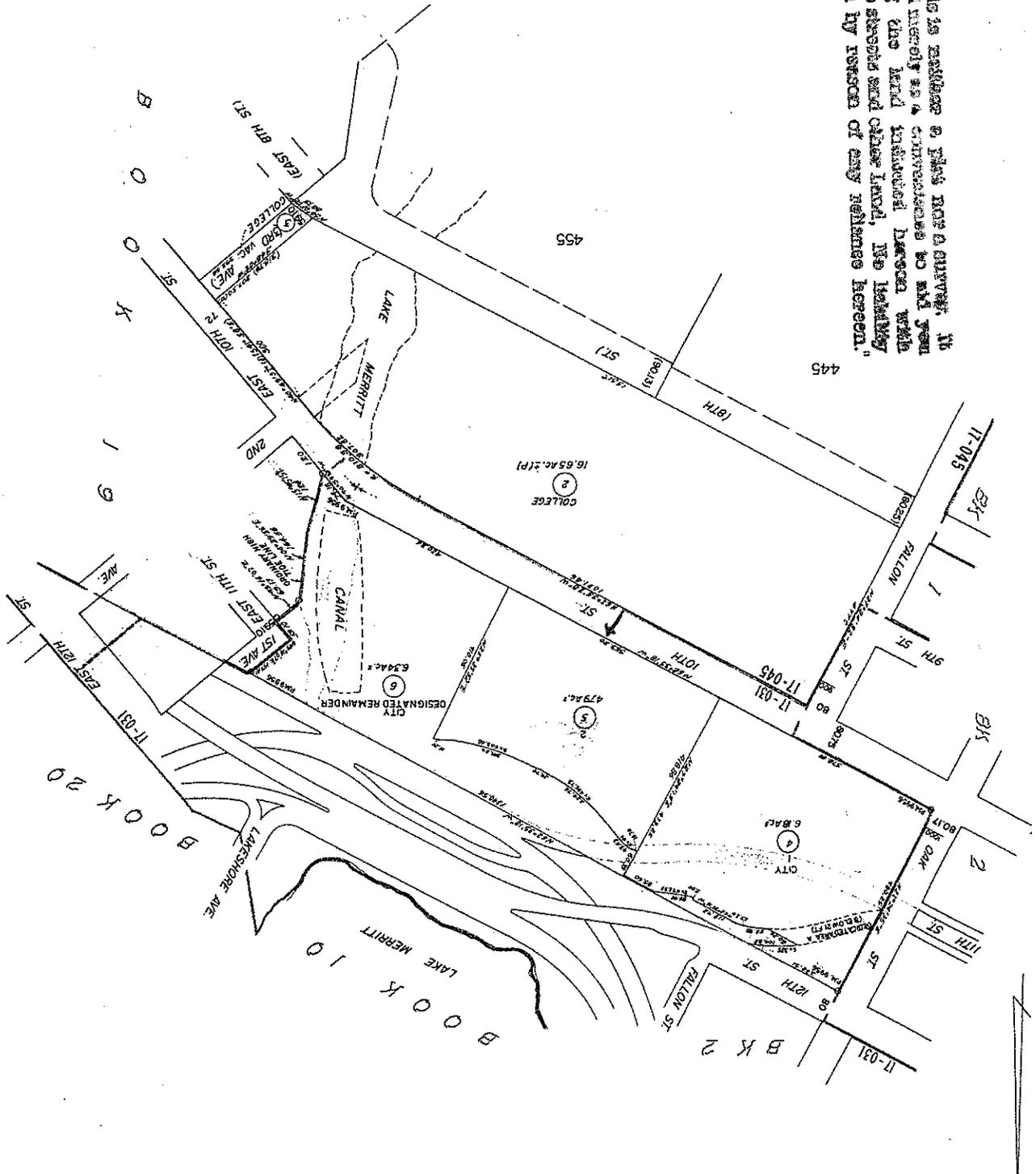
A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

ASSESSOR'S MAP 18

Code Area Nos. 17-031 17-045

LAKE MERRITT AND PROPOSED PARK (BK.32 Pg.8A)  
 OAKLAND AND VICINITY (BOARDMAN) (BK.17 Pg.14)  
 KIRKHAM ESTATE (BK.21 Pg.40)  
 GRANT TO CITY OF OAKLAND (BK.51 Pg.22)  
 PM. 9956 318/91-93

Scale: 1" = 200'

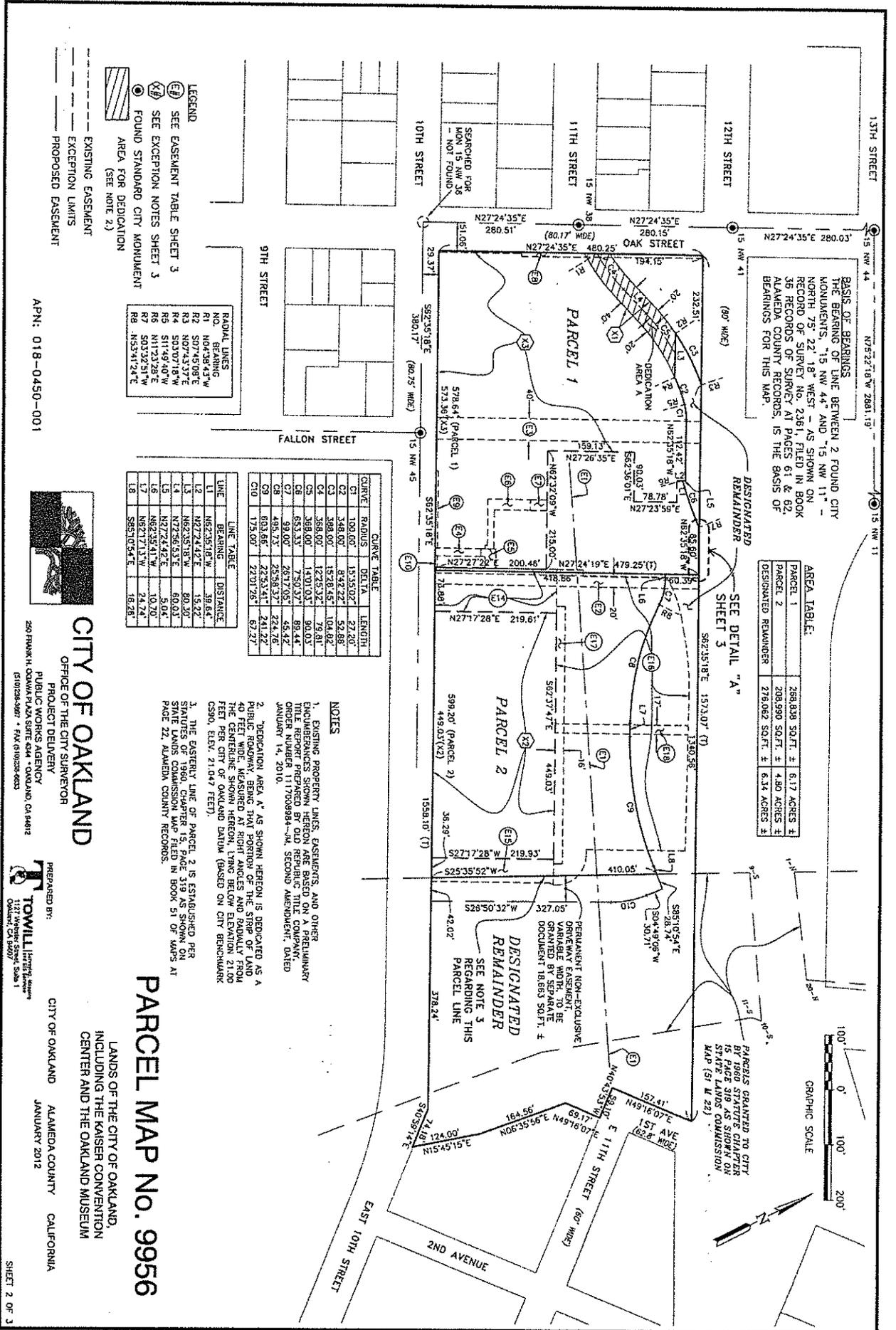


"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other lands. No liability is assumed by reason of any reference herein."

Formerly: Bks 114 B 116 Bk 0, Bks 137 166 199 A 200 Bk 2, Bks 6, 268 Bk, Bk 25 Bk 19  
 0/450

Drawn: 2-56 R.H.S. Revised: 6-16-77  
 11-26-12 CC  
 2-11-14 LL  
 4-18-08 BY  
 5-22-08 BY  
 9-11-12 MA





**PARCEL MAP NO. 9956**

LANDS OF THE CITY OF OAKLAND, INCLUDING THE KAISER CONVENTION CENTER AND THE OAKLAND MUSEUM

PREPARED BY: TOWHILL ENGINEERING, INC. 1127 Webster Street, Suite 1 Oakland, CA 94607

**CITY OF OAKLAND**  
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APN: 018-0450-001

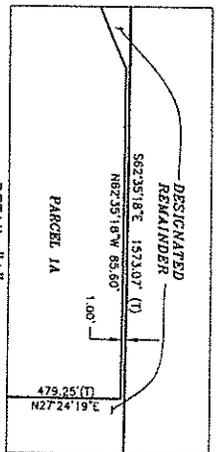
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DESCRIPTION: Alameda, CA Parcel Map - Book, Page 318.91 Page: 2 of 3

Parcel map 9956 map Book 318 pg. 92

EXISTING EASEMENT TABLE

NUMBER	DESCRIPTION	GRANTED TO	PER	LOCATION
E1	SINGLE OR DOUBLE RAILROAD	OAKLAND WATER FRONT COMPANY	GRANT DEED RECORDED 12/6/1898 IN BOOK 672 OF DEEDS, PAGE 309	APPROXIMATE LOCATION SHOWN
E2	20 FT WIDE UNDERGROUND GAS MAIN OR PIPELINE UTILITIES	PACIFIC GAS AND ELECTRIC COMPANY	RECORDED MAY 20, 1963 IN BOOK 88 OF OFFICIAL RECORDS, PAGE 6992 RECORDED MARCH 24, 1964 IN BOOK 1157 OF OFFICIAL RECORDS, PAGE 381	SHOWN HEREON
E3	40 FT WIDE PUBLIC UTILITIES	RESERVED BY CITY OF OAKLAND	RECORDED 2/10/1982 IN SERIES# 82-20094 O.R.	SHOWN HEREON
E4 THRU E10	ACCESS FOR PEDESTRIAN, VEHICULAR AND UTILITY AND PUBLIC WALKWAY	RESERVED BY CITY OF OAKLAND	RECORDED 2/10/1982 IN SERIES# 82-20094 O.R.	SHOWN HEREON
E11	PUBLIC UTILITIES AS SHOWN ON THE CITY OF OAKLAND MAP NOS. 184 & 185	RESERVED BY CITY OF OAKLAND	MEMORANDUM OF GROUND LEASE AGREEMENT RECORDED 2/10/1982 IN SERIES# 82-20094 O.R.	NOT PLOTTABLE
E12	EASEMENTS NECESSARY FOR MAINTENANCE OF LINES OF WHICH MAY NOT BE OF RECORD	RESERVED BY CITY OF OAKLAND	MEMORANDUM OF GROUND LEASE AGREEMENT RECORDED 2/10/1982 IN SERIES# 82-20094 O.R.	NOT PLOTTABLE
E13	ENCROACHMENTS OF GARAGE WALLS, CONC. CANOPY AND A COLLUM ON THE SOUTH PORTION OF SAID LOTS 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	CITY OF OAKLAND	MEMORANDUM OF SECOND LEASE AGREEMENT RECORDED 2/10/1982 IN SERIES# 82-20094 O.R.	NOT PLOTTABLE
E14 & E15	A NON-EXCLUSIVE SURFACE EASEMENT FOR PEDESTRIAN AND VEHICLES	OAKLAND JOINT POWERS FINANCING AUTHORITY	MEMORANDUM OF SECOND AGREEMENT AND RESTATED GROUND LEASE RECORDED 6/14/2001 DOC# 2001-205737 O.R.	SHOWN HEREON
E16	A NON-EXCLUSIVE EASEMENT FOR 215 PARKING SPACES	OAKLAND JOINT POWERS FINANCING AUTHORITY	MEMORANDUM OF SECOND AGREEMENT AND RESTATED GROUND LEASE RECORDED 6/14/2001 DOC# 2001-205737 O.R.	SHOWN HEREON
E17 & E18	A NON-EXCLUSIVE EASEMENT SURFACE FOR PEDESTRIANS	OAKLAND JOINT POWERS FINANCING AUTHORITY	MEMORANDUM OF SECOND AGREEMENT AND RESTATED GROUND LEASE RECORDED 6/14/2001 DOC# 2001-205737 O.R.	SHOWN HEREON



EXCEPTIONS NOTES

- (1) THAT PORTION OF THE STRIP OF LAND 40.00 FEET WIDE, MEASURED AT RIGHT ANGLES AND RADICALLY LYING BELOW ELECTION 21.007 FEET PER CITY OF OAKLAND DATUM (BASED OF CITY B.M. NO. 0590, 21.007 FEET) THE CENTERLINE SHOWN HEREON.
  - (2) MEMORANDUM OF SECOND AMENDMENT BETWEEN THE CITY OF OAKLAND AND 92-183327 RECORDED JUNE 9, 1992, OFFICIAL RECORDS.
  - (3) MEMORANDUM OF SECOND AMENDMENT AND RESTATED GROUND LEASE BETWEEN THE CITY OF OAKLAND AND THE OAKLAND JOINT POWERS FINANCING AUTHORITY PER DOC. NO. 2001205737 RECORDED JUNE 14, 2001, OFFICIAL RECORDS.
- ADDITIONAL EXCEPTION TO PARCEL 1:
- EASEMENTS FOR PUBLIC UTILITIES AS SHOWN ON THE CITY OF OAKLAND SEWER MAP NOS. 184 AND 185, EASEMENT FOR PUBLIC WALKWAY PURPOSES OVER THE SOUTHWESTERLYLY 5 FEET OF A SOUTHEASTERLYLY PORTION OF SAID LAND AS DISCLOSED BY AN INSPECTION OF SAID LAND, PLUS ANY EASEMENTS NECESSARY TO MAINTAIN OR REPLACE UTILITY LINES WHICH MAY NOT BE OF RECORD.



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CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
JANUARY 2012

**PARCEL MAP No. 9956**

LANDS OF THE CITY OF OAKLAND,  
INCLUDING THE KAISER CONVENTION  
CENTER AND THE OAKLAND MUSEUM

Parcel Map, 9956 Map Book 318 pg. 93