San Bruno Park School District

Request for Proposals to Lease or Purchase

Former Engvall School Site
Currently San Bruno Golf Center
2101 Sneath Lane
San Bruno, California

21± Acres of Property

Proposals Due by 1:00 pm on Wednesday, October 30, 2019
For further information, contact the District’s property consultant:
Tom Shannon
(408) 230-7095
DRE - 00982780
tshannon@enshallah.com
San Bruno Park School District
500 Acacia Avenue
San Bruno, CA  94066
FACT SHEET
Former Engvall School Site - 21± acres

LOCATION: 2101 Sneath Lane
San Bruno, California 94066

APNs: 019-270-260
019-270-270

SIZE: 21± acres

GENERAL PLAN: Low Density Residential: 2 – 8 units/acre

ZONING: R-1 – Single Family Residential

SCHOOL DISTRICTS: Elementary: San Bruno Park School District
High School: San Mateo Union High School District

TERMS OF PROPOSAL
PURCHASE PRICE and/or LEASE TERMS To be proposed by respondent

DEPOSITS: Minimum $100,000 deposit due with proposal(s).
Cashier’s Check or Wire Transfer
Respondent to propose a periodic, non-refundable deposit schedule during the Feasibility and Option Periods.

FEASIBILITY PERIOD: 60 days after Purchase & Sale Agreement is executed OR,
60 days after Option to Lease Agreement is executed

OPTION PERIOD: 18 months; Begins immediately after Purchase & Sale Agreement or Lease Option Agreement is fully executed.

CLOSE OF ESCROW (Sale): No later than 18 months after the execution of the Purchase & Sale Agreement. Buyer to give District at least 60 days advance written notice of buyer’s election to close the escrow.

LEASE COMMENCEMENT: No later than 18 months after execution of the Option to Lease Agreement. Actual Lease Agreement to be negotiated and executed within 3 months after executing the Option to Lease Agreement.

Additional information included this RFP:

RFP: Pages 1 – 8
Exhibit A: Proposed Timeline for Lease and/or Sale of Property
Exhibit B: Cover Sheet to Accompany Proposals
Exhibit C: Property Location Map – Link to Google Map of Property’s Location
Exhibit D: Aerial Topographic Map & Record Boundary Survey
Exhibit E: Resolution No. 19-08-01: Declaring Intention to Lease or Sell Surplus Property
Exhibit F: Preliminary Report prepared by Old Republic Title Company
INTRODUCTION

The San Bruno Park School District ("District") is seeking proposals from experienced, qualified developers to long-term lease or purchase the former Engvall School site located at 2101 Sneath Lane, San Bruno, California, County of San Mateo (hereinafter referred to as the "Property"). See a Site Location Map at Exhibit C or click on this link: Google Map of Property's Location. The Property is currently being leased to VB Golf III, LLC and operating as the San Bruno Golf Center.

The Property consists of approximately 21± acres of land adjacent to Interstate Highway 280 with easy access to public transportation including SamTrans, BART & Caltrain. San Francisco International Airport, Highways 101, 280 and 380 and El Camino Real are very accessible to the Property.

IMPORTANT – The School District is seeking both lease and purchase proposals. Respondents can submit a proposal to lease or to purchase the property or a respondent can submit two proposals – one to lease the property and one to purchase the property if either option accommodates the respondent's proposed development. The School District's Board of Trustees will review all proposals and will decide which proposal best satisfies the needs of the district and the students it serves.

CITY OF SAN BRUNO AND THE ENTITLEMENT PROCESS

The City of San Bruno is 12 miles south of San Francisco and has a current population of 42,000. It is recognized by its residents as offering a small town atmosphere within the larger San Francisco Bay Area Metropolitan District.

Development of the Property could be entitled under the following options. Other options and approvals may arise during the entitlement process. For reference, click the following link to visit the City of San Bruno’s Municipal Code Title 12: San Bruno Municipal Code (San Bruno, California)

As noted on the Fact Sheet, the Property’s General Plan designation is “low density residential” and the zoning is R-1, single family housing. The City is receptive to all development proposals, however, proposals outside the parameters of the current General Plan and Zoning designations will require a General Plan amendment and a rezoning.

For single family residential development proposals:
Straight Subdivision Map – To subdivide the 21-acre parcel into single family home sites.
(SB Municipal Code Chapter 12.20)

Planned Unit Permit (PUP) Process – To encourage creative use of the Property by permitting carefully controlled relief from the strict application of provisions in the existing zoning districts.
(SB Municipal Code Chapter 12.116)

Planned Development Permit (PDP)/ARC Permit for single family subdivision.
(SB Municipal Code Chapter 12.96.190)

San Bruno’s Below Market Rate (BMR) Housing Program: Residential for-sale projects of 5 units or more are required to provide at least 15% of the units within the project as affordable to low and moderate income households, with the possibility of an alternative compliance method, such as the payment of residential impact fees, with the approval of the City Council. The current residential impact fee for Single Family Detached homes is $27.00 per square foot of net new residential floor area. (See SB Municipal Code Title 12, Article III, Chapter 12.230).

3
**PRELIMINARY REPORT:** A Preliminary Report from Old Republic Title Company dated July 25, 2019 is attached at Exhibit F.

**SCHOOLS**
Students in the neighborhood attend elementary schools in the San Bruno Park School District and Capuchino High School in the San Mateo Union High School District.

**“AS-IS”**
The Property will be leased or sold in “AS-IS” condition. This lease or sale shall be made without warranty, express or implied, and subject to any and all assessments, easements, right of ways, restrictions, reservations, conditions, deeds of trust, liens and encumbrances thereon of any nature and kind whatsoever.

**DRIVING RANGE IMPROVEMENTS**
The driving range improvements will be removed by the current tenant prior to the School District conveying possession of the Property to a buyer or new tenant.

**ACCESS TO THE PROPERTY**
The successful respondent will be permitted access to the Property during the Option Period to perform tests and studies on the property. The property was last used as a school site in the 1970s and has been rented to various tenants since the early 1980s. The property is currently leased to VB Golf III, LLC and operates on the site as San Bruno Golf Center.

**ENVIRONMENTAL SITE ASSESSMENT**
A Phase 1 study has not been completed. The District believes there is a low probability of contamination given the site was used for a middle school up through the 1970s. Thereafter, it has been leased and continues to be leased as a golf center/driving range. The successful respondent will be permitted to complete an Environmental Site Assessment during the Feasibility/Option Periods.

**DISTRICT’S MAINTENANCE FACILITIES**
The District currently houses its Maintenance Facilities on approximately 2 acres of the Property. If the Maintenance Facilities remain on the Property, a separate parcel will need to be mapped to allow the District to retain title to this area and permit the District ingress and egress to the facility. The District is open to discuss a relocation of this facility with the successful respondent if an acceptable alternative location can be found and is approved by the District's Board of Trustees.
**HOW & WHERE TO SUBMIT A RESPONSE**

All respondents shall submit either two written copies of their proposal OR one copy attached to an email. Responses can be delivered in person, by mail, courier or email. All proposals shall include a completed Cover Sheet (See Exhibit B) and a minimum deposit of $100,000 in the form of a Cashier’s Check or wire transfer made payable to the San Bruno Park School District. Proposals should be addressed to Tom Shannon, Property Consultant to the School District, and delivered to the District office:

Tom Shannon – tshannon@enshallah.com
San Bruno Park School District Office
500 Acacia Avenue, San Bruno, CA 94066

Questions and wiring instructions, call Tom Shannon – 408-230-7095.

**Do NOT deliver proposals to the Property.**
**All responses must be delivered to the School District’s office by 1:00 p.m. on Wednesday, October 30, 2019.**
Responses received after 1:00 p.m. may not be accepted.

**ALERT:** The District welcomes responses via email, however, if the respondent elects to use a cashier’s check for the minimum $100,000 deposit, the Cashier’s check must be delivered to the School District Office prior to 1:00 pm on October 30, 2019. If the respondent elects to use a wire transfer, the wire needs to be received into the District’s account prior to the 1:00 p.m. on October 30, 2019. Wiring funds can take 2 days to clear the District’s account at the County Treasurer’s Office. Please ensure that your check or wire transfer is delivered timely. Otherwise your proposal may be disqualified. For wiring instructions, call or email Tom Shannon: 408-230-7095 tshannon@enshallah.com

**AWARD PROCESS**

The award process will two-steps. The first will be receipt of the response to this RFP. The second step will involve follow up interviews with a short list of the most qualified respondents to clarify their proposed terms. This will not involve any bidding process. Subsequent to the interviews, the District’s staff will present the responses to the School Board for review and possible action.

**EVALUATION OF RESPONSES**

Each proposal will be evaluated on the following criteria:

♦ Price and terms for lease or purchase including non-refundable deposits to be made during the Feasibility and Option Periods
♦ Proposed use of the Property
♦ Reputation and experience of respondent
♦ Quality of development being proposed
♦ Respondent’s ability to finance the purchase
♦ Long-term financial strength of the respondent

Interested respondents should study the Property, visit the site, carefully review any available relevant reports or City requirements and comply with the terms outlined in this Request for Proposal and the attached Resolution No. 08-19-01 (See Exhibit E).

**Questions:** Any questions should be directed to Tom Shannon, property consultant to the School District at (408) 230-7095 or email: tshannon@enshallah.com
MINIMUM ACCEPTABLE TERMS

1. **Terms and Conditions:** Each respondent shall outline the terms and conditions of their proposal to conform or exceed the requirements of this RFP.

2. **Rent or Purchase price:** Each respondent should formulate their best offer in their proposal. As an additional source of income, the District may look favorably upon participating in percentage rent or percentage gross sales for a sale project. If respondent elects to offer a percentage participation program, they should make two proposals – one with participation and one without participation. For example, a respondent could propose one or more of the following alternatives:
   - A straight long-term lease or all cash purchase offer.
   - A lease offer starting with a base rent plus periodic escalations and percentage rent participation.
   - A cash price for a purchase that specifies a number of units or square feet with a subsequent increase in the price for any additional density obtained from the entitlement process.
   - A response to lease the Property with a specified amount of square footage with a subsequent increase in rent for any additional square footage obtained from the entitlement process.
   - A response to buy the Property with a price to be paid for an earlier close of escrow and a price to be paid at the end of the Option Period.
   - A lease commencement date prior to the end of the Option Period.
   - An all cash offer with the District’s participation in the gross sales proceeds resulting from the sale of the residential units.
   - A mixture of any of the above options or alternative proposals not mentioned herein for example – purchase of a portion of the site and long-term leasing another portion.

3. **Deposits:** A cashier’s check or a wire transfer for a minimum of $100,000 shall be included with all proposals (Initial Deposit). If a respondent elects to submit two responses - a lease and a purchase proposal, only one $100,000 deposit is required. The cashier’s check or wire transfer shall be made payable to the San Bruno Park School District. If the Initial Deposit submitted by the successful respondent is a Cashier’s Check, it will be deposited by the District immediately after the Board of Trustees selects that successful respondent. However, it will remain refundable until the Purchase & Sale Agreement (PSA) or Option to Lease is finalized and executed (unless the respondent proposes to make the Initial Deposit or a portion thereof non-refundable upon being selected as the successful respondent). Thereafter, the terms of the PSA or Option to Lease will prevail. Cashier’s checks or wire transfers submitted by unsuccessful respondents will be returned promptly after the Board of Trustees selects a successful respondent. All deposits, including the successful respondent’s Initial Deposit, shall constitute a portion of the purchase price or initial rent and shall be credited to the successful respondent at close of escrow or lease commencement. Interest on all deposits shall be retained by the District and will not be credited to the buyer or tenant.

4. **Option Period:** Immediately after the Board of Trustees selects the successful respondent, District staff shall enter into negotiations of a Purchase & Sale Agreement (PSA) or an Option to Lease Agreement. The respondent selected by the Board shall execute a PSA or Option to Lease Agreement mutually agreed upon between the parties. The terms of said PSA or Option to Lease Agreement will be based on the successful respondent’s proposal. The PSA or Option to Lease Agreement will include an option period of up to 18 months to process entitlements and will define the terms and structure of future option deposits to be
made subsequent to the Initial Deposit of $100,000. If the successful respondent elects to terminate the PSA or Option to Lease Agreement during the option period or fails to close escrow or execute a long-term lease agreement, the District may offer the Property to other respondents who submitted a response to this RFP.

5. **Feasibility Period:** The successful respondent shall have 60 days from the execution of the PSA or Option to Lease Agreement to conduct a feasibility study on the Property during which time the respondent shall have an opportunity to inspect all aspects of the Property and determine, in the successful respondent’s sole and absolute discretion, whether or not to acquire or lease the Property pursuant to the terms and conditions set forth herein and in the PSA or Option to Lease Agreement. Any studies undertaken by the successful respondent during the Feasibility Period will be at the successful respondent’s expense. If the successful respondent decides not to go forward with a purchase or lease during the 60 day Feasibility Period, the Initial Deposit shall be returned to the respondent (unless respondent proposed that the Initial Deposit or portion thereof became immediately non-refundable upon being selected by the school board as the successful respondent). After the 60 day Feasibility Period, the successful respondent’s Initial Deposit and all subsequent deposits shall be non-refundable when paid and shall be released and retained by the District.

6. **Title & Escrow:** A Preliminary Report prepared by Old Republic Title Company is attached. If the Property is sold, at close of escrow, the buyer shall deliver the cash necessary to close the escrow as defined in the PSA. The escrow shall close no later than 18 months after the execution of the PSA. Buyer shall give District at least 60 days advance written notice of buyer’s election to close the escrow (See Exhibit A –Proposed Timeline).

7. **Long-term Lease Agreement:** If the Property is leased, the tenant shall deliver the lease payments as defined in the lease agreement. The lease agreement shall be fully executed no later than three (3) months after the execution of the Option to Lease Agreement unless extended by mutual agreement between the District and the successful respondent. (See Exhibit A –Proposed Timeline).

8. **No Subordination under a Long-term Lease Agreement:** The District will not subordinate its land or leasehold interest.

9. **Additional Deposits during Option Period:** Respondent shall propose periodic, non-refundable deposits to be paid to the District over the course of the Option Period.

10. **Entitlements & Fees:** The successful buyer/tenant shall be responsible for all entitlement work and all related costs for the proposed development. If the Property is being sold, the successful buyer will be responsible for all escrow and closings costs including but not limited to recording fees, all documentary and transfer taxes, title insurance premiums, and any other escrow costs stipulated at the close.

11. **Possession:** Possession of the Property shall be delivered to buyer at close of escrow or to the tenant as defined in the Lease Agreement.

12. **No Commissions:** This proposal is made directly to interested developers or principals. All responses must be net of any broker’s commission. The District shall not pay a real estate commission to the buyer's or tenant’s broker.
BOARD OF TRUSTEES’ DECISION

The Board of Trustees, in its sole discretion, will determine the best response to this Request for Proposal. The Board reserves the right to reject any and all responses, to waive irregularities in the proposal and/or process and to withdraw any and all of the described real property from the market.

INFORMATION included in this RFP:

- Request for Proposal: Pages 1 – 8
- Exhibit A: Proposed Timeline for Sale and Close of Escrow
- Exhibit B: Cover Sheet to Accompany Proposals
- Exhibit C: Property Location Map – Link to Google Map of Property’s Location
- Exhibit D: Aerial Topographic Map and Record Boundary Prepared by BKF Engineers
- Exhibit E: Resolution No.19-08-01: Declaring Intention to Lease or Sell Surplus Property
- Exhibit F: Preliminary Report prepared by Old Republic Title Company

INFORMATION DISCLAIMER

The information contained herein is in summary form. It is believed to be accurate, however, no warranties are expressed or implied. Interested parties should familiarize themselves with the property itself, relevant reports, the Resolution, and the development requirements of the City of San Bruno, utility companies and other agencies.
Proposed Timeline for Leasing or Selling
Former Engvall School Site

August 18, 2019: Resolution to lease or sell the Property approved by the School Board

September – October 2019: Circulate RFP to potential tenants/buyers

October 30, 2019: Proposals due by 1:00 pm at the School District offices

November 1 - 11, 2019: Interview short list of best responses

November 13, 2019: Review responses with School Board in closed session. School Board decides if they want to select a successful respondent.

December 11, 2019: If mutually agreed upon, present negotiated Purchase & Sale Agreement (PSA) or Option to lease to School Board in open session for approval and execution.

December 11, 2019: If School Board approves either the PSA or the Option to Lease, then the 60 day feasibility and 18 month option periods begin

December 2019 – June 2021: Buyer to process city entitlements. Periodic deposits to be paid to School District

June 2021: Tenant to begin lease payments or Buyer to close escrow.

Proposals and $100,000 deposit are due on Wednesday, Oct. 30, 2019 by 1:00 pm. Responses received after 1:00 p.m. may not be accepted.

All respondents shall submit either two written copies of their proposal OR send one copy via email. Responses can be delivered in person, by mail, courier or email.

Proposals should be addressed to Tom Shannon, Property Consultant to the School District, and delivered to the following address:

Tom Shannon (if using email: tshannon@enshallah.com)
Property Consultant /DRE - 00982780
San Bruno Park School District Office
500 Acacia Avenue
San Bruno, CA 94066

Questions and Wiring instructions: Call Tom Shannon – 408-230-7095.
The undersigned hereby proposes and offers to purchase and/or lease 21± acres of land known as the Engvall School Site in San Bruno, California, under the terms and conditions described in the attached response to the RFP.

Enclosed is an Initial Deposit in the form of a Cashier’s Check (No.___________) or wire transfer for a minimum of $100,000 made payable to the San Bruno Park School District drawn on ______________________________Bank.

Contact Tom Shannon for wiring instructions. Allow at least 2 days for delivery and receipt of wire by the San Mateo County Treasurer’s Office. Deposits of unsuccessful respondents will be returned promptly after the Board selects a proposal.

The respondent, by signing below, hereby acknowledges that said deposit shall be paid to the District in accordance with a Purchase & Sale Agreement OR Option to Lease Agreement negotiated between respondent and the School District.

**Respondent Information:**

Name(s) (Principals): ______________________________

Company Name: ______________________________

Address: ______________________________

City, State, Zip Code: ______________________________

Telephone number - Office: __________________ Mobile: __________________

Email: ______________________________

If requested by the District, respondent shall provide a statement of experience and or banking references.

The undersigned represent that they have the authority to sign below and submit this proposal subject to all the terms and conditions of the Resolution No. 18-08-01: Resolution for Sale of Real Property Known as the Engvall School Site

Signature: __________________________ Signature: __________________________

Title: __________________________ Title: __________________________
Exhibit C

Location Map
Former Engvall School Site
2101 Sneath Lane, San Bruno, CA 94066
SAN BRUNO PARK SCHOOL DISTRICT

RESOLUTION NO. 19-08-01

RESOLUTION DECLARING THE DISTRICT’S INTENTION TO LEASE OR SELL SURPLUS REAL PROPERTY AND DIRECTING STAFF AND CONSULTANTS TO PROCEED WITH REQUESTS FOR PROPOSALS

WHEREAS, the San Bruno Park School District ("District") is the owner of certain real property located at 2101 Sneath Lane, San Bruno, County of San Mateo, California, containing 21± acres ("Property"), which the District has declared as surplus property, and which is more specifically described in Exhibit “A,” attached hereto and incorporated herein by reference; and
WHEREAS, the Property has been leased to private sector tenants since March 16, 1983 when the Board, at that time, declared the Property surplus and not needed for school purposes; and

WHEREAS, in 2013 and 2017, the District convened Surplus Property Advisory Committees ("Committee") pursuant to Education Code sections 17387, et seq., to advise the Board of Trustees ("Board") in the development of District-wide policies and procedures governing the use or disposition of school sites, school buildings or space in school buildings which is not or will not be needed for school purposes; and,

WHEREAS, on October 17, 2013, the Committee held a public hearing and subsequently held a Committee meeting; and on November 13, 2013 delivered a recommendation to the Board that in the event the District finds a suitable, alternative location for the Maintenance Facilities, the entire Property can be considered surplus to the educational needs of the District; and,

WHEREAS, this Board desires to solicit requests for proposals (RFP) to lease or sell the Property to determine the optimum disposition that accomplishes the District’s facility needs and goals and also accommodates the interests of the local community; and,

WHEREAS, the Property is not, and will not upon the lease or sale thereof at the time of delivery of possession, be needed for school classroom buildings; and,

WHEREAS, on November 9, 2017, the California Department of Education approved a waiver ("Waiver") from the State Board of Education of specified sections of the Education Code to allow the District to utilize a Requests for Proposals ("RFP") process and maximize flexibility and the

{SR373915}
return on the lease or sale of the Property, and authorizing the issuance of an RFP seeking proposals for lease or sale of the Property; and

WHEREAS, the Waiver is set to expire on August 31, 2019, and on April 10, 2019, this Board held a public hearing and approved a proposed renewal of the Waiver and directed staff to submit such request to the State Board of Education; and

WHEREAS, this Board now wishes to proceed with the lease or sale of the Property in a manner that will maximize the flexibility and consistency with the District’s objectives.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN BRUNO PARK SCHOOL DISTRICT, SAN MATEO COUNTY, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are adopted as true and correct.

2. The Property is surplus property to the needs of the District and will not be needed for school or related purposes at the time of delivery of possession.

3. Pursuant to Education Code section 17466, the Board hereby declares its intention to lease or sell the Property in accordance with the terms of this Resolution.

4. The Board hereby makes said Property available for lease or sale to members of the public. District staff, in consultation with legal counsel and/or real property consultants, shall issue a Request for Proposals ("RFP") for the Property. After a review of responses to the RFP, the District will identify the proposal that, in the opinion of District’s Board, staff and consultants, best meets the District’s objectives and the selection criteria of the RFP.

5. District staff are hereby authorized and directed to give notice of the adoption of this Resolution by posting copies of the Resolution in three (3) public places within the District.

6. District staff and consultants are authorized and directed to proceed with the steps necessary or convenient to effect the lease or sale of the Property in accordance with law and the terms of this Resolution.
7. Respondents' proposals shall be net of any broker's commission, and no real estate commission shall be paid by the District except to Tom Shannon, a California licensed real estate broker (DRE 00982780) dba Enshallah, Inc., property consultant to the District, in accordance with an agreement between Enshallah Inc. and the District. The amount of commission, or rate thereof, under that agreement is two percent (2%).

The foregoing Resolution was adopted this 44th day of AUGUST, 2019.

Teri Chavez  
President, Board of Trustees 
San Bruno Park School District  
San Bruno, California

Attest:  

Amy S. G.  
Clerk, Board of Trustees  
San Bruno Park School District  
San Bruno, California
EXHIBIT A

FORMER ENGVALL SCHOOL SITE PROPERTY

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN BRUNO, IN
THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:
Parcel 1, as designated on that certain Parcel Map entitled, "Parcel Map No. 84-3 Engvall Terrace, San
Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the
Excepting Therefrom: That portion thereof described in Quitclaim Deed to the City of San Bruno
APN: 019-270-260
JPN: 019-027-270-18A

TRACT TWO:
PARCEL A:
Parcel 2, as designated on that certain Parcel Map entitled, "Parcel Map No. 84-3 Engvall Terrace, San
Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the
County of San Mateo, State of California, on August 2, 1984 in Volume 54 of Parcel Maps at Page 80.
PARCEL B:
Property as described in Quitclaim Deed to San Bruno Park School District recorded March 20, 1989,
Instrument No. 89035559, of Official Records, described as follows:
Beginning at a point on the most Easterly boundary of the lands described in that certain Parcel Map
recorded August 2, 1984 in Volume 54 of Parcel Maps at Page 80, Official Records of the San Mateo
County, State of California, at the most Easterly corner of Parcel 2 of said lands; thence South along
the Southwesterly line thereof, South 67° 51' 08" West, 376.63 feet to a point of true point of
beginning, thence South 67° 51' 08" West, 95.00 feet; thence South 73° 35' 54" West, 169.00 feet;
thence South 80° 13' 21" West, 193.08 feet to a point along the Southeasterly boundary of Parcel 2;
thence North along the line thereof, North 73° 35' 54" East, 320.00 feet; thence North along the line
thereof, North 78° 59' 20" East, 135.91 feet to the point of beginning and there terminating.
APN: 019-270-270
JPN(s): 019-027-270-18.01A & 019-027-270-23.01A

(SR373915)
Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.
PRELIMINARY REPORT

SAN BRUNO PARK SCHOOL DISTRICT
500 Acacia Avenue
San Bruno, CA 94066

Our Order Number 0616017786-SL
Customer Reference Engvall Site

When Replying Please Contact:
Sharon LaFountain
SLaFountain@ortc.com
(408) 557-8400

Property Address:
2101 Sneath Lane, San Bruno, CA 94066

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 July 25, 2019, at 7:30 AM
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

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

San Bruno Park School District, an elementary school district of the County of San Mateo, State of California, as to Tract One and Tract Two, Parcel A; and

San Bruno Park School District, a body corporate and politic, as to Tract Two, Parcel B

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

TRACT ONE:

Parcel 1, as designated on that certain Parcel Map entitled "Parcel Map No. 84-3 Engvall Terrace, San Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on August 2, 1984 in Volume 54 of Parcel Maps at Page 80.

Excepting Therefrom:

That portion thereof described in Quitclaim Deed to the City of San Bruno recorded 3/10/89, Instrument No. 89031474, of Official Records.

JPN: 019-027-270-18A
APN: 019-270-260

TRACT TWO:

PARCEL A:

Parcel 2, as designated on that certain Parcel Map entitled "Parcel Map No. 84-3 Engvall Terrace, San Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on August 2, 1984 in Volume 54 of Parcel Maps at Page 80.

PARCEL B:

Property as described in Quitclaim Deed to San Bruno Park School District recorded March 20, 1989, Instrument No. 89035559, of Official Records, described as follows:

Beginning at a point on the most Easterly boundary of the lands described in that certain Parcel Map recorded August 2, 1984 in Volume 54 of Parcel Maps at Page 80, Official Records of the San Mateo County, State of California, at the most Easterly corner of Parcel 2 of said lands; thence South along the Southwesterly line
thereof, South 67° 51' 08" West 376.63 feet to a point of true point of beginning, thence South 67° 51' 08" West 95.00 feet; thence South 73° 35' 54" West 169.00 feet; thence South 80° 13' 21" West 193.08 feet to a point along the Southeasterly boundary of Parcel 2; thence North along the line thereof, North 73° 35' 54" East 320.00 feet; thence North along the line thereof, North 78° 59' 20" East 135.91 feet to the point of beginning and there terminating.

JPN: 019-027-270-18.01A and 019-027-270-23.01A
APN: 019-270-270

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 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.

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

4. Water rights, claims or title to water, whether or not shown by the public records.

5. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Engvall Road.

6. Release and relinquishment of abutter’s or access rights to and from street, highway or freeway, upon which premises abuts, as follows:

   Recorded : October 22, 1942 in Book 1036 of Official Records, Page 380
7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: Easement  
Granted To: City of San Bruno  
For: Sanitary sewer  
Recorded: June 10, 1959 in Book 3617 of Official Records, Page 39  
Affects: That portion of said Land as described therein and as shown on the Parcel Map filed in Book 54 of Parcel Maps at Page 80


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

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

Instrument: Easement  
Granted To: City of San Bruno, a municipal corporation  
For: Storm drain/sewer  
Affects: That portion of said Land as described therein

NOTE: Said easement is also shown on the map filed in Book 54 of Maps, at Page 80.

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

Instrument: Easement  
Granted To: City of San Bruno, a municipal corporation  
For: Sanitary sewers  
Affects: That portion of said Land as described therein and as shown on the Parcel Map filed in Book 54 of Parcel Maps at Page 80
10. Matters as contained or referred to in an instrument,

Entitled : Certificate of Interest in Real Property
Executed By : Director or Finance of the State of California

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

11. Release and relinquishment of abutter's or access rights to and from the street, highway or freeway, upon which premises abuts, as follows:


Said Land, however, abuts on a public thoroughfare, other than the one referred to above, over which the right of vehicular access have not been relinquished.

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

Instrument : Easement
Granted To : Pacific Gas and Electric Company
For : Underground gas main or pipeline
Affects : As defined therein

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

Matters as contained or referred to in an instrument,

Entitled : Agreement Modifying an Easement
Executed By : San Bruno Park School District, an elementary school district of the County of San Mateo, State of California and Pacific Gas and Electric Company, a California Corporation
Recorded : September 21, 1993 in Official Records under Recorder's Serial Number 93160310

Note: Reference is made to said instrument for full particulars.
13. Release and relinquishment of abutter’s or access rights to and from the street, highway, or freeway, upon which premises abuts, as follows:


   Said Land, however, abuts on a public thoroughfare, other than the one referred to above, over which the rights of vehicular access have not been relinquished.

14. Conditions, as contained in that certain Director’s Deed between the State of California, and City of San Bruno, which recorded May 26, 1974 as Instrument No. 92836AD in Book 5915 at Page 667 Official Records.

15. Release and relinquishment of abutter’s or access rights to and from street, highway, or freeway, upon which premises abuts, as follows:


   Said Land, however, abuts on a public thoroughfare, other than the one referred to above, over which the rights of vehicular access have not been relinquished.

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

   Instrument : Easement
   Granted To : The State of California
   For : ingress and egress
   Affects : As defined therein

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

   Instrument : Easement
   Granted To : City of San Bruno
   For : ingress, egress and the maintenance thereof for road purposes
   Affects : That portion of said Land as described therein and as shown on the Parcel Map filed in Book 54 of Parcel Maps at Page 80
18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following:

Instrument: Easement
Granted To: City of San Bruno
For: ingress and egress
Recorded: June 20, 1984 in Official Records under Recorder's Serial Number 84067158
Affects: That portion of said Land as described therein and as shown on the Parcel Map filed in Book 54 of Parcel Maps at Page 80.

19. Matters contained and/or shown upon that certain Parcel Map filed in Book 54 of Parcel Maps at Page 80.

20. Matters as contained or referred to in an instrument,

Entitled: Resolution 88-11-1, Resolution Declaring Intention to Exchange Real Property Belonging to School District for Real property Belonging to the City of San Bruno
Executed By: San Bruno Park School District
Recorded: March 10, 1989 in Official Records under Recorder's Serial Number 89031473

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

21. Matters as contained or referred to in an instrument,

Entitled: Quitclaim Deed
Executed By: City of San Bruno, a California municipal corporation and San Bruno Park School District, a body corporate and politic
Recorded: March 20, 1989 in Official Records under Recorder's Serial Number 89035559

Note: Reference is made to said instrument for full particulars.
22. Matters as contained or referred to in an instrument,

Entitled   : Resolution No. 1988-92 (A Resolution of the City Council of the City of San Bruno Authorizing Exchange of Real Property
Executed By : The City of San Bruno and the San Bruno Park School District
Dated      : November 17, 1988
Recorded   : March 20, 1989 in Official Records under Recorder's Serial Number 89-35560

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

23. Redevelopment Plan, as follows:

Recorded   : July 11, 1989 in Official Records under Recorder's Serial Number 89090342

And recorded July 11, 1989 in Official Records under Recorder's Serial Number 89090343.

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

Lessor      : San Bruno Park School District
Lessee      : John R. Browning, doing business as "Bogies to Birdies"
Disclosed by: Memorandum of Lease
Recorded    : March 27, 1990 in Official Records under Recorder's Serial Number 90-040184

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

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

Lessor      : San Bruno Park School District
Lessee      : San Bruno Family Golf Centers, Inc., a Delaware corporation
Disclosed by: Memorandum of Lease
Recorded    : December 14, 1999 in Official Records under Recorder's Serial Number 1999-202789
NOTE: The Lessee's interest under said lease was assigned of record,

From : San Bruno Family Golf Centers, Inc.
To : VB Golf III, LLC
Recorded : September 5, 2001 in Official Records under Recorder's Serial Number 2001-138373

A sublease with certain terms, covenants, conditions and provisions set forth therein

Dated : January 4, 2010
Lessor : VB Golf III, LLC, a Delaware limited liability company, d/b/a San Bruno Golf and Practice Center
Lessee : GTE Mobilnet of California Limited Partnership, a California limited partnership, d/b/a Verizon Wireless
Reordering Date : July 21, 2011 under Recording No. 2011-082301, of Official Records

The present ownership of the leasehold created by said Lease and other matters affecting the interest of the lessee are not shown herein.

A sublease with certain terms, covenants, conditions and provisions set forth therein

Dated : June 12, 2015
Lessor : GTE Mobilnet of California Limited Partnership, a California limited partnership, d/b/a Verizon Wireless
Lessee : ATC Sequoia LLC, a Delaware limited liability company
Recording Date : July 10, 2015 Instrument No. 2015-072854, of Official Records

And Recording Date: July 10, 2015 and Recording No. 2015-072893, of Official Records

Matters as contained or referred to in an instrument,

Entitled : Order Pursuant to Section 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006 Approving and Authorizing The Assumption, Assignment and Sale of Non-Residential Real Property Lease to the Purchaser Free and Clear of Liens, Claims, Encumbrances and Interest
Recorded : April 20, 2017 in Official Records under Recorder's Serial Number 2017-034229
26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Pacific Gas and Electric Company
For : Utilities and facilities together with ingress and egress
Recorded : June 23, 2000 in Official Records under Recorder's Serial Number 2000-077007
Affects : Tract Two, Parcel A as further defined therein

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

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

Instrument : Easement
Granted To : City of San Bruno
For : Sanitary Sewer
Recorded : May 1, 2003 in Official Records under Recorder's Serial Number 2003-117261
Affects : Tract Two, Parcel A, as defined therein

28. Matters as contained or referred to in an instrument,

Entitled : Recognition and Attornment Agreement
Recorded : July 21, 2011 in Official Records under Recorder's Serial Number 2011-082302

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

29. Any Separate reporting of Tracts One and Two herein will require creations of reciprocal easement(s) between said Tracts by reservation and/or grant prior to issuance of either alone.
30. The requirement that a certified copy of a resolution of the board of directors be furnished to this Company authorizing or ratifying the proposed conveyance, and that there be annexed to the conveyance a certificate of compliance and approval meeting the requisites of Section 5912 Corporations Code.

Pursuant to Section 9633 Corp. Code, if the proposed transaction contemplates the sale, lease, conveyance, exchange or transfer of all or substantially all of the assets of the nonprofit corporation, the corporation must give written notice to the Attorney General at least 20 days prior to close, unless the Attorney General has given the corporation a written waiver as to the proposed transaction. If the proposed transaction falls within the aforementioned category, it is required that one of the following be furnished to the Company prior to close: (a) proof of delivery of the notice to the Attorney General, with written confirmation that no objection to the transaction was received from the Attorney General within the 20-day time period; or (b) a written waiver from the Attorney General.

31. 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.

32. 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.

33. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

34. 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).

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

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

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

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as 2101 Sneath Lane, San Bruno, CA 94066-1962.

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
EXHIBIT A

The land referred to is situated in the County of San Mateo, City of San Bruno, State of California, and is described as follows:

TRACT ONE:

Parcel 1, as designated on that certain Parcel Map entitled "Parcel Map No. 84-3 Engvall Terrace, San Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on August 2, 1984 in Volume 54 of Parcel Maps at Page 80.

Excepting Therefrom:

That portion thereof described in Quitclaim Deed to the City of San Bruno recorded 3/10/89, Instrument No. 89031474, of Official Records.

JPN: 019-027-270-18A
APN: 019-270-260

TRACT TWO:

PARCEL A:

Parcel 2, as designated on that certain Parcel Map entitled "Parcel Map No. 84-3 Engvall Terrace, San Bruno, San Mateo County, California", which Parcel Map was filed in the Office of the Recorder of the County of San Mateo, State of California, on August 2, 1984 in Volume 54 of Parcel Maps at Page 80.

PARCEL B:

Property as described in Quitclaim Deed to San Bruno Park School District recorded March 20, 1989, Instrument No. 89035559, of Official Records, described as follows:

Beginning at a point on the most Easterly boundary of the lands described in that certain Parcel Map recorded August 2, 1984 in Volume 54 of Parcel Maps at Page 80, Official Records of the San Mateo County, State of California, at the most Easterly corner of Parcel 2 of said lands; thence South along the Southwesterly line thereof, South 67° 51' 08" West 376.63 feet to a point of true point of beginning, thence South 67° 51' 08" West 95.00 feet; thence South 73° 35' 54" West 169.00 feet; thence South 80° 13' 21" West 193.08 feet to a point along the Southeasterly boundary of Parcel 2; thence North along the line thereof, North 73° 35' 54" East 320.00 feet; thence North along the line thereof, North 78° 59' 20" East 135.91 feet to the point of beginning and there terminating.

JPN: 019-027-270-18.01A and 019-027-270-23.01A
APN: 019-270-270
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.
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.
**WHY?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**WHAT?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

**HOW?**

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)
### Who we are

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

### What we do

<table>
<thead>
<tr>
<th>How does Old Republic Title protect my personal information?</th>
<th>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a>.</th>
</tr>
</thead>
</table>
| How does Old Republic Title collect my personal information? | We collect your personal information, for example, when you:
- Give us your contact information or show your driver’s license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:
- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law. |

### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies.
- Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina. |
|---|---|
| Non-affiliates | Companies not related by common ownership or control. They can be financial and non-financial companies.
- Old Republic Title does not share with non-affiliates so they can market to you |
| Joint marketing | A formal agreement between non-affiliated financial companies that together market financial products or services to you.
- Old Republic Title doesn’t jointly market. |
Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

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