

# CLTA GUARANTEE

Guarantee No.: **54606-19-1654089-01**

Agent's File No.: **54606-1654089-19**



1855 Gateway Boulevard, Suite 600, Concord, CA 94520 (925) 935-5599

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,**

## GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**In witness whereof**, North American Title Insurance has caused this policy to be signed and sealed as of the Date of Policy.

Date of Guarantee: **August 09, 2019**

### NORTH AMERICAN TITLE INSURANCE COMPANY

BY   
Emilio Fernandez, **PRESIDENT**

ATTEST   
Jefferson E. Howeth, **SECRETARY**



**North American Title Company, Inc.**  
Policy Issuing Agent

BY:   
**Authorized Signature**

**SCHEDULE A**

**Condition of Title Guarantee**

<b>Order No.</b>	54606-1654089-19	<b>Amount of Liability</b>	\$2,500.00
<b>Guarantee No.</b>	54606-19-1654089-01	<b>Fee</b>	\$700.00
<b>Date of Guarantee</b>	August 09, 2019		

1. **Name of Assured:** City of Concord
  
2. The estate or interest in the Land that is the subject of this Guarantee is:  
 Fee Simple.

The land described in this guarantee is situated in the County of Contra Costa, State of California and is described as follows:

PARCEL 1:

BEGINNING AT THE MOST EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE COUNTY OF CONTRA COSTA, RECORDED MAY 26, 1938, IN BOOK 447 OF OFFICIAL RECORDS, PAGE 443, SAID POINT LYING ON THE WESTERN RIGHT OF WAY LINE OF GRANT STREET, FORMERLY KNOWN AS SEAL BLUFF ROAD; RUNNING THENCE ALONG THE EXTERIOR BOUNDARY OF SAID LAND; AS FOLLOWS; NORTH 75° 00' 03" WEST 220.36 FEET; SOUTH 14° 59' 57" WEST 154.95 FEET; NORTH 75° 00' 03" WEST 200 FEET; AND NORTH 48° 38' 03" WEST 162.54 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 16° 50' 28" WEST 308.33 FEET TO A POINT ON THE NORTHERN LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO MT. DIABLO UNIFIED SCHOOL DISTRICT, RECORDED MARCH 10, 1952, IN BOOK 1903 OF OFFICIAL RECORDS, PAGE 77; THENCE ALONG THE LAST NAMED LINE AND ALONG THE NORTHERN LINE OF THE LAND SHOWN ON THE MAP OF "HILLCREST TERRACE, UNIT NO. 3, CITY OF CONCORD, COUNTY OF CONTRA COSTA, CALIFORNIA", FILED MAY 23, 1952, IN BOOK 47 OF MAPS, PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, SOUTH 73° 09' 32" EAST 348.37 FEET AND NORTH 88° 20' 28" EAST 129.36 FEET TO THE NORTHWESTERN LINE OF THE LAND DESCRIBED IN THE DEED TO ANTONE S. AND MARY MACHADO, RECORDER AUGUST 17, 1942, IN BOOK 673 OF OFFICIAL RECORDS, PAGE 372; THENCE ALONG THE LAST NAMED LINE, NORTH 43° 50' 28" EAST 292.42 FEET TO SAID WESTERN RIGHT OF WAY LINE OF GRANT STREET; AND THENCE ALONG THE LAST NAMED LINE, NORTH 3° 54' 03" WEST 115.11 FEET TO THE POINT OF BEGINNING.

BEING THE LAND SHOWN ON RECORD OF SURVEY MAP, FILED APRIL 17, 1967, IN BOOK 47 OF LICENSED SURVEY MAPS, PAGE 36, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

PARCEL 2:

PORTION OF RANCHO DEL DIABLO DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF GRANT STREET AT THE NORTHEAST CORNER OF THE 3.819 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF CONCORD, RECORDED MAY 31, 1967, IN BOOK 5379 OF OFFICIAL RECORDS, AT PAGE 340; THENCE, ALONG THE NORTHERLY LINE OF SAID 3.819 ACRE PARCEL, AS SHOWN ON THE RECORD OF SURVEY MAP, FILED APRIL 17, 1967, IN 47 LSM 36 THE FOLLOWING COURSES; NORTH 75° 00' 03" WEST, 220.36 FEET; SOUTH 14° 59' 57" WEST, 154.95 FEET; NORTH 75° 00' 03" WEST, 200.00 FEET; AND NORTH 48° 38' 03" WEST, 162.54 FEET TO THE SOUTHEASTERLY LINE OF THE 25.13 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF CONCORD, RECORDED MAY 31, 1967, IN BOOK 5379 OF OFFICIAL RECORDS, AT PAGE 335; THENCE, ALONG THE SOUTHEASTERLY AND SOUTHERLY LINE OF SAID 25.13 ACRE PARCEL (5379 OR 335), AS SHOWN ON THE RECORD OF SURVEY MAP FILED ON APRIL 17, 1967, IN 47 LSM 33; NORTH 34° 52' 57" EAST, 114.59 FEET AND SOUTH 75° 00' 03" EAST, 518.46 FEET TO SAID WESTERLY LINE OF GRANT STREET; THENCE, SOUTH 3° 54' 03" EAST, ALONG SAID WESTERLY LINE, 26.42 FEET TO THE POINT OF BEGINNING.

BEING ALL THAT PARCEL OF LAND, CONTAINING APPROXIMATELY 1.45 ACRES, DESCRIBED IN THE DEED FROM CALIFORNIA WATER SERVICE COMPANY TO THE COUNTY OF CONTRA COSTA, RECORDED MAY 26, 1938, IN VOLUME 447 OF OFFICIAL RECORDS AT PAGE 443.

APN: 110-550-012 AND 110-550-013

ADDRESS: 3119 GRANT STREET CONCORD, CA

3. Assurances:

According to the Public Records as of the Date of Guarantee,

- (a) Title to said estate or interest in the Land is vested in: City of Concord, a municipal corporation
- (b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in **Schedule B**, which are not necessarily shown in the order of their priority.

Guarantee No. 54606-19-1654089-01

**SCHEDULE B**

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2018-2019 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. An easement for single line of poles, wires and appurtenances and incidental purposes, recorded September 4, 1943 as in Book 742, Page 251 of Official Records.  
In Favor of: Pacific Gas and Electric Company, A California Corporation  
Affects: The North portion of Parcel 1
6. An easement for steel pipeline and incidental purposes, recorded December 31, 1956 as in Book 2906, Page 244 of Official Records.  
In Favor of: Southern Pacific Pipelines, Inc., A Corporation  
Affects: The North portion of Parcel 1
7. Conditions as contained in the right of way executed by California Water Service Company to Southern Pacific Pipelines Inc., A Corporation recorded December 31, 1956, in Book 2906, of Official Records, Page 244.  
  
Affects: Parcel 1
8. An easement for sanitary sewers and incidental purposes, recorded March 11, 1963 as in Book 4319, Page 255 of Official Records.  
In Favor of: Contra Costa County Water District, a Political Body  
Affects: The Northeast portion of Parcel 1
9. A lease dated May 16, 1962, executed by Contra Costa County Water District, A Public Body, Corporation and Politic as lessor and Mc Culloch Oil Corporation of California as lessee, recorded March 18, 1963 as in Book 4324, Page 186 of Official Records.

**CLTA Guarantee Form No. 28 (06-05-14)-Condition of Title**

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

Affects: The land and other property.

10. An easement for sanitary sewer pipe line and incidental purposes, recorded October 18, 1966 as in Book 5226, Page 553 of Official Records.

In Favor of: City of Concord

Affects: The Southerly portion of Parcel 1 and other property

11. An easement for installation, maintenance and replacement of an underground sanitary sewer line and incidental purposes, recorded March 18, 1953 as in Book 2088, Page 360 of Official Records.

In Favor of: City of Concord

Affects: A strip of land ten feet in width over parcel two

12. The effect of a map purporting to show the land and other property, filed April 17, 1967 in Book 47, Page 36 of Record of Surveys.

13. The effect of a map purporting to show the land and other property, filed April 17, 1967 in Book 47, Page 33 of Record of Surveys.

14. Condition as contained in the Grant Deed executed by Contra Costa County to the city of Concord recorded March 19, 1979, in Book 9268, Page 142 of Official Records which recites as follows:  
In the event said premises are not used and maintained as provided herein, grantor shall have the right to re-enter and the grantee, its successors and assigns, shall immediately revert all its rights, title, and interest to the grantor.

Affects: Parcel 2

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. Limitation of Liability.**

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**11. Arbitration.**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. Severability**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. Choice of Law; Forum**

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **North American Title Insurance Company, Attn: Claims, 1855 Gateway Boulevard, Suite 600, Concord, CA 94520 (800) 869-3434 Western States or (800) 374-8475 Eastern States.**





**The States Title Family of Companies**

FACTS	WHAT DOES THE STATES TITLE FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
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: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Transaction history and payment history</li> <li>• Purchase history and account balances</li> </ul>		
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 the States Title Family of Companies (“ST”) chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does ST share?	Can you limit this sharing?
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes</b> To offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don’t share
<b>For our affiliates’ everyday business purposes</b> Information about your transactions and experiences		Yes	No
<b>For our affiliates’ everyday business purposes</b> Information about your creditworthiness		No	We don’t share
<b>For our affiliates to market to you</b>		No	We don’t share
<b>For nonaffiliates to market to you</b>		No	We don’t share
Questions?	Call 1 (650) 419-3827		

Who we are	
<b>Who is providing this notice?</b>	The States Title Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
<b>How does ST protect my personal information?</b>	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 secure files and buildings.
<b>How does ST collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance;</li> <li>• Apply for financing;</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• ST doesn't jointly market.</li> </ul>

The States Title Family of Companies consists of the following entities:

States Title Holding Inc.

States Title, Inc.

States Title Insurance Company

States Title Insurance Company of California

States Title Agency, Inc.

Spear Agency Acquisition Inc.

Title Agency Holdco, LLC

North American Title Company

North American Title Company, Inc.

North American Title Company of Colorado

North American Title Insurance Company

North American Services, LLC

North American Title Agency, Inc.

North American Title, LLC

North American Title Company, LLC

NASSA LLC

North American Asset Development, LLC

79 35315 MAR 19 1979

When recorded  
mail to:  
City Clerk  
1950 Parkside  
Concord, CA 94519


CITY OF CONCORD

DEED OR GRANT CERTIFICATE NO. 1281

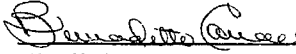
BOOK 9268 PAGE 142


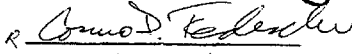
This is to certify that the Interest in real property conveyed by the deed or grant dated March 6, 1979 from Contra Costa County, a political subdivision of the State of California to the City of Concord, a general law city in the County of Contra Costa, State of California, is hereby accepted by order of the City Council on the 11th day of April, 1960, and the grantee consents to recordation thereof by its duly authorized officer.

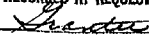
Dated: 3/13/79

  
\_\_\_\_\_  
City Manager, City of Concord

I hereby certify that the foregoing certificate of acceptance was duly and regularly executed by F. A. Stewart, known to me to be the duly appointed and acting City Manager of the City of Concord, on the 13th day of March, 19 79.

  
\_\_\_\_\_  
City Clerk, City of Concord  
(SEAL)

APPROVED:  
  
\_\_\_\_\_  
City Attorney  
  
\_\_\_\_\_  
Director of Public Works

RECORDED AT REQUEST OF  
  
\_\_\_\_\_  
MAR 19 1979  
AT 1 O'CLOCK P M.  
CONTRA COSTA COUNTY RECORDS  
J. R. OLSSON  
COUNTY RECORDER  
FEE OFF'L

PW-164 NOV 77

PH: 110-550-013

IN THE BOARD OF SUPERVISORS  
OF  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA EDDA 9268 PAGE 143

Re: Conveying County Property  
to the City of Concord  
(Pacheco Adobe - 3119 Grant St.)  
W.O. 5422-658

RESOLUTION NO. 79/ 244  
(Gov. Code Sec. 25365)

The Board of Supervisors of Contra Costa County RESOLVES THAT:

On February 13, 1979 this Board, by at least a four-fifths vote, duly passed and adopted Resolution No. 79/ 154 declaring its intention to convey by deed to the City of Concord, a municipal corporation, the real property described therein; and

The affidavit of publication on file with this Board discloses, and this Board expressly finds, that the notice of adoption of said resolution was duly and regularly given in accordance with the provisions of Government Code Sec. 25365, i.e., by publishing the notice for at least one week before passage in the Concord Daily Transcript, a newspaper of general circulation published in the County; and

This Board by that resolution expressly found that the property therein described was no longer needed for County purposes; and

A conveyance by deed to the City of Concord of the real property described in said resolution as being the parcel of land described in deed to Contra Costa County recorded May 26, 1938 in 447 OR 443, be executed and delivered to said City of Concord;

The Chairman of this Board is authorized and directed to execute said conveyance for and on behalf of this County and cause it to be delivered to the City of Concord for acceptance and recording.

PASSED on March 6, 1979 by at least a four-fifths (4/5) vote of the full Board.

SEAL AFFIXED

CERTIFIED COPY

I certify that this is a full, true & correct copy of the original document which is on file in my office, and that it was passed & adopted by the Board of Supervisors of Contra Costa County, California, on the date shown. ATTEST: J. R. OLSSON, County Clerk & ex-officio Clerk of said Board of Supervisors, by Deputy Clerk.

*Helen H. Kent* on March 6, 1979  
Helen H. Kent

Originator: Public Works Department  
Real Property Division

cc: City of Concord (via RP)  
County Administrator  
Recorder (via R/P)  
CCC Horsemen's Assoc. (Lessee)  
3119 Grant St., Concord

RESOLUTION NO. 79/ 244

Recorded at the request of:

City of Concord

Return to:

City Clerk  
City of Concord  
City Hall  
Concord, CA 94520

BOOK 9268 PAGE 144

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDER

GRANT DEED (Pacheco Adobe)  
(Corporation Grantor) Order No. \_\_\_\_\_

For value received

CONTRA COSTA COUNTY, a political subdivision of the State of California  
GRANT to CITY OF CONCORD, a municipal corporation

\* all that real property situate in the CITY OF CONCORD County of CONTRA COSTA State of California, described as follows:

All that real property described in Exhibit "A" attached hereto and made a part hereof.

Together with the tenements, appurtenances, and improvements thereunto belonging, and the reversion set forth in the deed referred to in the last paragraph of Exhibit "A", said real property and appurtenances to be used for the purposes of public park and recreation and for the preservation of the historical aspect of the site.

In the event said premises are not used and maintained as provided herein, grantor shall have the right to re-enter and the grantee, its successors and assigns, shall immediately revert all its rights, title, and interest to the grantor.

SEAL AFFIXED

IN WITNESS WHEREOF, said County Board Chairman authorized, this day of \_\_\_\_\_, 19\_\_\_\_ thereunto duly

\* For joint tenancy deed add after grantee names: "as joint tenants"

(AFFIX SEAL)

CONTRA COSTA COUNTY  
By: Eric H. Hasseltine  
Chairman, Board of Supervisors  
Attest: J. R. OLSSON, COUNTY CLERK  
By: Helen H. Kent  
Deputy Helen H. Kent

STATE OF CALIFORNIA  
County of \_\_\_\_\_  
before me, \_\_\_\_\_, a Notary Public, in and for said \_\_\_\_\_ County and State, personally appeared \_\_\_\_\_

STATE OF CALIFORNIA }  
CONTRA COSTA COUNTY }  
ACKNOWLEDGMENT BY PUBLIC AGENCY (C.C. 1291, 1281, 1264)

Eric H. Hasseltine  
who signed this document personally met me, and known to me to be the duly-constituted officer of the above named public corporation, agency or public instrumentality of the State of California on behalf of said public body, and he personally appeared before me today and acknowledged to me that said public body executed this document.  
County Clerk & Ex-officio Clerk of Board of Supervisors.  
Date 3-6-79 By Helen H. Kent Deput  
Helen H. Kent

to be \_\_\_\_\_  
to me to be the person who executed it on behalf of such corporation pursuant to its by-laws or a resolution of its board of directors.

In addition to signature type or print name of notary  
Notary Public

-Tenancy in Common or Joint Tenancy

Don Fernando Pacheco  
Adobe Property  
City of Concord

EXHIBIT "A"

Portion of Rancho Del Diablo described as follows:

Beginning on the westerly line of Grant Street at the northeast corner of the 3.819 acre parcel of land described in the deed to the City of Concord, recorded May 31, 1967, in Book 5379 of Official Records, at page 340; thence, along the northerly line of said 3.819 acre parcel, as shown on the Record of Survey Map, filed April 17, 1967, in 47 LSM 36 the following courses: north 75° 00' 03" west, 220.36 feet; south 14° 59' 57" west, 154.95 feet; north 75° 00' 03" west, 200.00 feet; and north 48° 38' 03" west, 162.54 feet to the southeasterly line of the 25.13 acre parcel of land described in the deed to the City of Concord, recorded May 31, 1967, in Book 5379 of Official Records, at page 335; thence, along the southeasterly and southerly line of said 25.13 acre parcel (5379 OR 335), as shown on the Record of Survey Map filed on April 17, 1967, in 47 LSM 33; north 34° 52' 57" east, 114.59 feet and south 75° 00' 03" east, 518.46 feet to said westerly line of Grant Street; thence, south 3° 54' 03" east, along said westerly line, 26.42 feet to the point of beginning.

Being all that parcel of land, containing approximately 1.45 acres, described in the deed from California Water Service Company to the County of Contra Costa, recorded May 26, 1938, in Volume 447 of Official Records at page 443.

END OF DOCUMENT

Recorded at the request of:

City of Concord

Return to:

City Clerk  
City of Concord  
City Hall  
Concord, CA 94520

BOOK 9268 PAGE 144

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For value received

CONTRA COSTA COUNTY, a political subdivision of the State of California  
GRANT to CITY OF CONCORD, a municipal corporation

\*  
all that real property situate in the CITY OF CONCORD County of  
CONTRA COSTA State of California, described as follows:

All that real property described in Exhibit "A" attached hereto and made a part hereof.

Together with the tenements, appurtenances, and improvements thereunto belonging, and the reversion set forth in the deed referred to in the last paragraph of Exhibit "A", said real property and appurtenances to be used for the purposes of public park and recreation and for the preservation of the historical aspect of the site.

In the event said premises are not used and maintained as provided herein, grantor shall have the right to re-enter and the grantee, its successors and assigns, shall immediately revert all its rights, title, and interest to the grantor.

SEAL AFFIXED

IN WITNESS WHEREOF, said ~~XXXXXX~~ County Board Chairman  
authorized, this day of \_\_\_\_\_, 19\_\_\_\_ thereunto duly

\* For joint tenancy deed add after grantee names: "as joint tenants"

(AFFIX SEAL)

CONTRA COSTA COUNTY  
By Eric H. Hasseltine  
Chairman, Board of Supervisors  
Attest J. R. OLSSON, COUNTY CLERK  
By: Helen H. Kent  
Deputy Helen H. Kent

STATE OF CALIFORNIA  
County of \_\_\_\_\_  
County in which acknowledgment is taken  
On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, in and for said \_\_\_\_\_  
County and State, personally appeared \_\_\_\_\_  
to be \_\_\_\_\_  
to me to be the person who executed it on behalf of such corporation  
pursuant to its by-laws or a resolution of its board of directors.

STATE OF CALIFORNIA }  
CONTRA COSTA COUNTY }  
ACKNOWLEDGMENT  
BY PUBLIC AGENT  
(C.C. 1291, 1281, 1264)  
Eric H. Hasseltine  
who signed this document personally set me to me, and known to me to be the duly-qualified officer of the state as a public corporation, agency or public instrument, of the state of California on behalf of said public body, and he personally appeared before me today and acknowledged to me that said public body executed this document.  
County Clerk & Ex-officio Clerk of Board of Supervisors.  
Date 3-6-79 By Helen H. Kent  
Helen H. Kent

In addition to signature type or print name of notary  
Notary Public

-Tenancy in Common or Joint Tenancy