

**CITY OF ALBANY  
PLANNING AND ZONING AGENDA  
STAFF REPORT**

Agenda date: January 25, 2011  
Prepared by: JB

**ITEM/**        **6a**

**SUBJECT:**   **Planning Application 10-064. Design Review.**  
The applicant is requesting approval of a parcel map to allow the subdivision of the property into two separate parcels.

**SITE:**        **1196 Curtis**  
**APPLICANT/  
OWNER:**     **John Gutierrez for Suzanne Portnoy**

**ZONING:**     **R-1 (Single-Family Residential)**

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**STAFF RECOMMENDATION**

Staff recommends that the Planning and Zoning Commission take testimony from the public, discuss the proposed project, and provide direction to the applicant on appropriate revisions.

**BACKGROUND/PROJECT DESCRIPTION**

The subject property is a 13,176 square foot parcel with a single-family residence. The applicant is requesting approval of a parcel map to allow the subdivision of the property into two separate parcels. No construction is proposed as part of the current application. The purpose of the meeting is to review preliminary plans with the Planning and Zoning Commission. No final action on the application will be taken at this meeting.

The Planning and Zoning Code requires residential parcels in the R-1 district to be a minimum of 3,750 square feet in size, and with a minimum lot width of 35 feet.

**ENVIRONMENTAL ANALYSIS**

Staff has determined that the proposed project is categorically exempt from the requirements of CEQA per Section 15315, "Minor Land Divisions" of the CEQA Guidelines, which exempts division of a parcel into four or fewer parcels.

**DISCUSSION OF DESIGN ISSUES**

The existing parcel at 1196 Curtis is one of the largest single-family residential parcels in the City. It is on the southern border of the City next to Codornices Creek. Existing improvements on the parcel include a two-story single family residence, a garage structure that has been modified, swimming pool, and associated cabana.

The proposal is to create two parcels. The existing parcel is large enough and has a wide enough street frontage to meet the City's standards. The parcel for the existing residence would be approximately 50 feet in width, and a second parcel, suitable for future development of a single family home, would have street frontage width of 39 feet.

In general, the subdivision of a large residential into smaller fully-compliant residential parcels does not create policy issues. Because of the layout of the existing home and the creek, there are several issues that will ultimately need to be addressed:

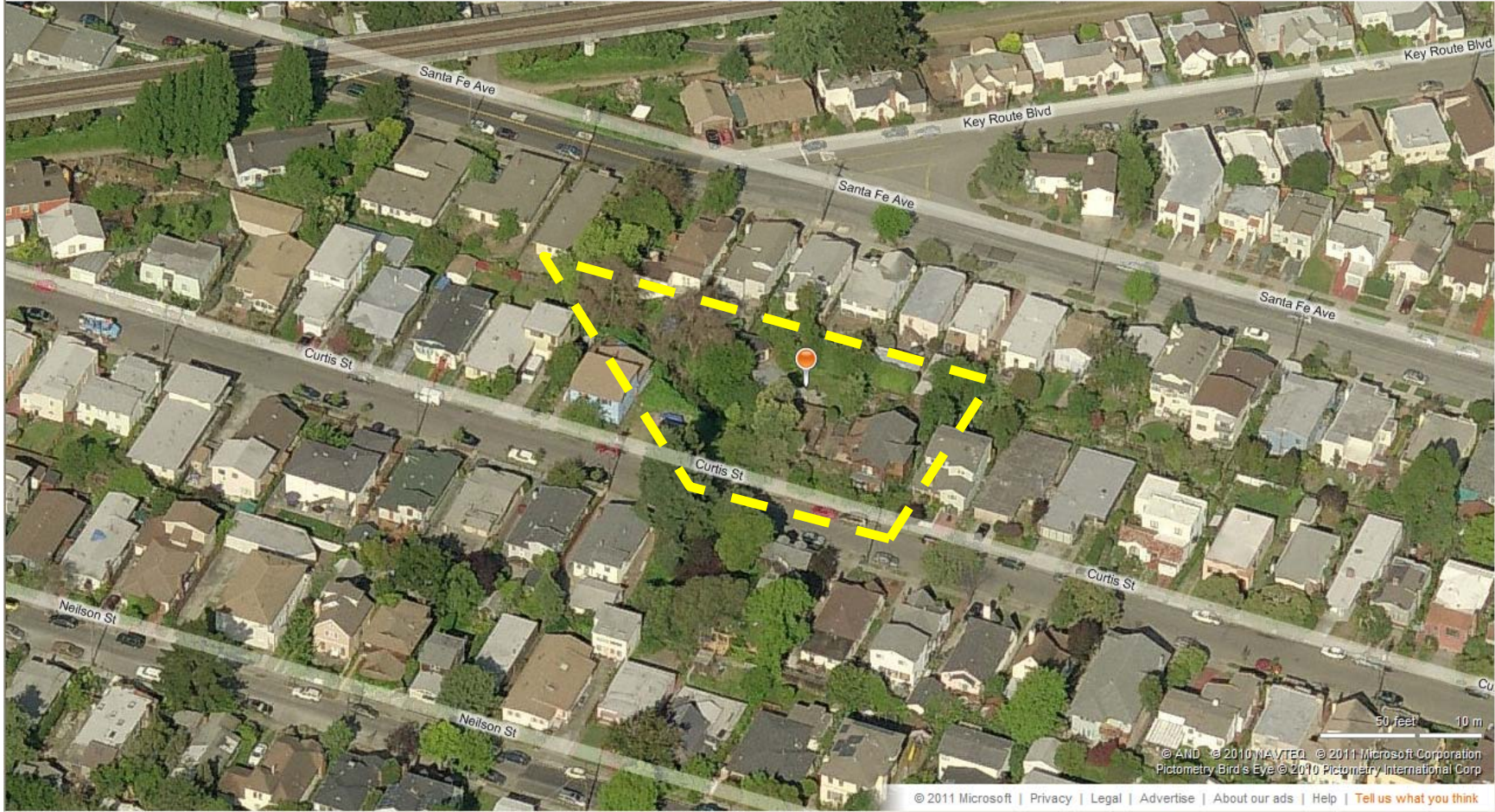
- Off-street parking – the subdivision as proposed would require Parcel B to provide an easement to Parcel A for off street parking. The easement could take the form of a shared driveway to provide access to the rear yard of parcel A or an easement to provide off street parking for both parcels on parcel B.
- Creek setbacks – The City's flood control regulations and the Planning and Zoning Code require a 20 feet setback from the top of creek. As a result, the future development of a residence on parcel B could be limited to the northwest corner of the property.
- Drainage – Parcel A is nearly flat and level with the street. Due to the absence of natural slope of the land to the street, it is likely that some sort of drainage easement will be required in order to allow storm water from Parcel A to flow across parcel B to Cadencies Creek.
- Schedule for Demolition – As part of recordation of an approved map, details on the demolition of the existing improvements on Parcel B need to be provided. Typically, either the demolition is completed prior to recordation or a performance bond is provided to ensure that the work is completed pursuant to an agreed schedule.

### **Attachment**

Proposed Tentative Parcel map

bing  
1196 curtis street, albany, ca  
Maps Web Maps

World • United States • CA • Alameda Co. • Albany  
Bird's eye







1196 curtis street, albany, ca



Maps

Web Maps

World • United States • CA • Alameda Co. • Albany

Bird's eye



Planning Application #. \_\_\_\_\_

Date Received \_\_\_\_\_

Fee Paid. \_\_\_\_\_

Receipt # \_\_\_\_\_



# City of Albany

## PLANNING APPLICATION FORM

Please complete the following application to initiate City review of your application. Please be aware that staff may have additional application requirements. For projects requiring Planning and Zoning Commission review, please schedule an appointment with Planning Division staff. The Community Development Department office is open to accept applications Monday, 8:30 AM to 7:00 PM, Tuesday through Thursday 8:30 AM to 5:00 PM, and Friday 8:30 AM to 12:30 PM at 1000 San Pablo Avenue, Albany, CA 94706 (510) 528-5760

### Fee Schedule (FY 2009-2010)

<input type="checkbox"/> Design Review*	\$1,784 / Admin \$639
<input type="checkbox"/> Parking Exceptions/Reductions - see separate handout*	\$ Actual Cost/Min \$1,784
<input type="checkbox"/> Conditional Use Permit (major)*	\$ Actual Cost/Min \$1,784
<input type="checkbox"/> Conditional Use Permit (minor)*	\$620
<input type="checkbox"/> Sign Permit	\$1,185/\$423 Admin
<input type="checkbox"/> Temporary/Seasonal Conditional Use Permit*	\$300
<input checked="" type="checkbox"/> Parcel/Subdivision Map; Lot Line Adjustment; Condo Conversion*	\$ Actual Cost/Min \$1,784
<input type="checkbox"/> Secondary Residential Unit*	\$455
<input type="checkbox"/> Planned Unit Development*	\$1,784
<input type="checkbox"/> Variance*	\$1,784
<input type="checkbox"/> Other(s) _____	\$ _____

\*When obtaining more than one planning approval, the full amount for the highest fee will apply and  $\frac{1}{2}$  fee will be charged for any other ones. General Plan Update Fee \$45 included in the fees above. This fee only needs to be paid once for each separately submitted application.

Job Site Address. <b>1196 CURTIS STREET</b>		Zoning District.
Property Owner(s) Name. <b>SUZANNE PORTNOY</b>	Phone: Fax:	Email:
Mailing Address: <b>1196 CURTIS STREET</b>	City: <b>ALBANY</b>	State/Zip: <b>CA 94706</b>
Applicant(s) Name (contact person). <b>JOHN E. GUTIERREZ</b>	Phone: <b>510 647 0600</b> Fax: <b>510 644 1905</b>	Email: <b>John@jgutierrezlaw.com</b>
Mailing Address: <b>2550 9th Street, Ste. 202</b>	City: <b>BENICUY</b>	State/Zip: <b>CA 94710</b>

PROJECT DESCRIPTION (Please attach plans if required) Lot division of single lot into two (2) lots.

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GENERAL INFORMATION (Please fill out this Chart or attach separate plans with information)

Item	Existing	Proposed
Lot Size? (Express in square feet)	13,176 SQFT.	5043 & 8133 SQ FT
Gross square footage of all building area (including detached & accessory buildings, garages, etc)		
What is the Floor Area Ratio (FAR) (see handout on how to measure for residential projects)	N/A	N/A
What is your lot coverage?	< 50%	< 50%
What is the amount of impervious surface on the lot?	N/A	N/A
What is the maximum height of the building? (see handout on how to measure for residential projects)	N/A	N/A
How many dwelling units are on your property?	1	1
How many off-street parking spaces do you have? (front yard parking is not counted unless previously approved by the City)	1	1
What are the dimensions of parking spaces? (give interior dimensions of enclosed parking spaces)	___ ft X ___ ft	___ ft X ___ ft
What is the narrowest width of your driveway?		
Minimum setbacks from structure to property line Front yard: Side yards: Rear Yard:	Please see attachment	

TERMS AND CONDITIONS OF APPLICATION

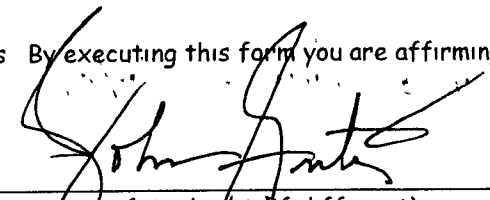
I, the undersigned owner (or authorized agent) of the property herein described, hereby make application for approval of the plans submitted and made part of this application in accordance with the provisions of the City's ordinances, and I hereby certify that the information given is true and correct to the best of my knowledge and belief

I understand that the requested approval is for my benefit (or that of my principal) Therefore, if the City grants the approval with or without conditions, and that action is challenged by a third party, I will be responsible for defending against this challenge I therefore agree to accept this responsibility for defense at the request of the City and also agree to defend, indemnify and hold the City harmless from any costs, claims, penalties, fines, judgments, or liabilities arising from the approval, including without limitation, any award or attorney's fees that might result from the third party challenge

For this purposes of this indemnity, the term "City" shall include the City of Albany, its officers, officials, employees, agents and representatives For purposes of this indemnity, the term "challenge" means any legal or administrative action to dispute, contest, attack, set aside, limit, or modify the approval, project conditions, or any act upon which the approval is based, including any action alleging a failure to comply with the California Environmental Quality Act or other laws

The signature of the property owner is required for all projects By executing this form you are affirming that you are the property owner

  
 Signature of Property Owner 7/30/10  
Date

  
 Signature of Applicant (if different) Date

1196 Curtis Street, Albany  
S. Portnoy

ITEM	EXISTING (single lot)	PROPOSED (two lots) Parcel A Parcel B
LOT SIZE	13176 sq. ft.	5043 sq. ft. 8133 sq. ft.
SIZE OF STRUCTURE	2057 sq. ft.	
HEIGHT AND NUMBER OF STORIES	9.7, 11.1, 10.3, 25 sq. ft. (All buildings are 1 story high except for the main house which is 2 stories high)	
LOT COVERAGE	2057/13176=16%	
FLOOR AREA RATIO	0.28	
IMPERVIOUS AREA	3726 sq. ft.	
SLOPE DENSITY	N/A	
NUMBER OF DWELLINGS	1	
PARKING NUMBER OF OFF STREET SPACES	2	
PARKING NUMBER OF SPACES IN GARAGE	0	
PARKING SIZE OF SPACES (DRIVEWAY ONLY)	180 sq. ft.	

SEP 01 2010



CHICAGO TITLE COMPANY

COMMUNITY DEVELOPMENT  
DEPARTMENT

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

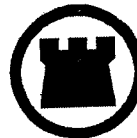
*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.***

*Morris Evans*  
Countersigned



Chicago Title Company

BY *[Signature]* President

ATTEST *[Signature]* Secretary





# Chicago Title Company

**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 400 • Concord, CA 94520

**FOR SETTLEMENT INQUIRIES, CONTACT:** Chicago Title Company - Albany  
1320 Solano Avenue • Albany, CA 94706  
510 527-2453 • FAX 510 528-2294

## PRELIMINARY REPORT

Title Officer: Jeff Martin  
Escrow Officer: Eden Toothman  
Escrow No : 10-**58408668**-ET

Title No.: 10-**58408668**-JM  
Locate No.: CACTI7701-7701-5584-0058408668

TO: FSBO

**PROPERTY ADDRESS:** 1196 Curtis Street, Albany, California

**EFFECTIVE DATE:** July 22, 2010, 07:30 A.M.

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

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:  
  
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
  
**Pamela Suzanne Jacks Portnoy, an unmarried woman**
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

BQ\YD 08/16/2010

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

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

Lots 1 and 2 and the Southern 15 feet of Lot 3, Block E, and all that portion of what is known as "Cordonices Creek", adjoining Lot 1 on the South and lying Northwesterly on the center line of said Creek, "Amended Map of the Christiana Tract", filed May 19, 1891, Map Book 17, Page 86, Alameda County Records.

APN: 065-2643-014-02

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2010-2011.
2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3 5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. Any easement for water course over that portion of premises lying within the lines of Cordonices Creek, and any changes in the boundary lines of premises that have occurred or may hereafter occur from natural causes and by imperceptible degrees.
4. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$515,000.00  
Dated: October 26, 2009  
Trustor: Pamela Suzanne Jacks Portnoy, an unmarried woman  
Trustee: Chicago Title Company  
Beneficiary: RMR Financial, dba Princeton Capital, a limited liability company  
Address: 16780 Lark Avenue  
Los Gatos, CA 95032  
Loan No.: None shown  
Recorded: October 30, 2009, Instrument No. 2009346532, of Official Records

5. **The application** for title insurance was placed by reference to only a street address or tax identification number.

Based on our records, we believe that the description in this report covers the parcel requested, however, if the legal description is incorrect a new report must be prepared.

If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.

**END OF ITEMS**

**Note 1.** The name(s) of the buyer(s) furnished with this application for Title Insurance is/are:

To Follow

If these names are incorrect, incomplete or misspelled, please notify the Company.

**Note 2.** Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

Tax Identification No.: 065-2643-014-02  
 Fiscal Year: 2009 - 2010  
 1st Installment: \$4,304.02  
 2nd Installment: \$4,304.02  
 Exemption: \$7,000.00  
 Land: \$153,504.00  
 Improvements: \$357,970.00  
 Personal Property: \$0.00  
 Code Area: 22000  
 Bill No.: 15906400

**Note 3.** The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:

Grantor: Daniel A. Portnoy and Suzanne Jacks Portnoy aka Pamela Suzanne Jacks Portnoy, who acquired title as husband and wife, as joint tenants  
 Grantee: Pamela Suzanne Jacks Portnoy, an unmarried woman  
 Recorded: October 30, 2009, Instrument No. 2009346531, of Official Records

**Note 4.** The City of Albany imposes a transfer tax of \$11.50 per thousand, based on the **full value** of the property, at the time a Deed or other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.

**Note 5.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 6.** Wiring instructions for Chicago Title Company, Albany, CA, are as follows:

Receiving Bank: Wells Fargo  
 707 Wilshire Blvd., 13th Floor  
 Los Angeles, CA 90017  
 ABA Routing No.: 121000248  
 Credit Account Name: Chicago Title Company - Albany  
 1320 Solano Avenue, Albany, CA 94706  
 Credit Account No.: 4121555106  
 Escrow No.: 10-58408668-ET

These wiring instructions are for this specific transaction involving the Title Department of the Concord office of Chicago Title Company. These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.



**Note 7.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**

2643

Page 1

Terminal Junction Tract (Bk 28 Pg 71)

Amended Map of Christiania Tract (Bk 17 Pg 86)

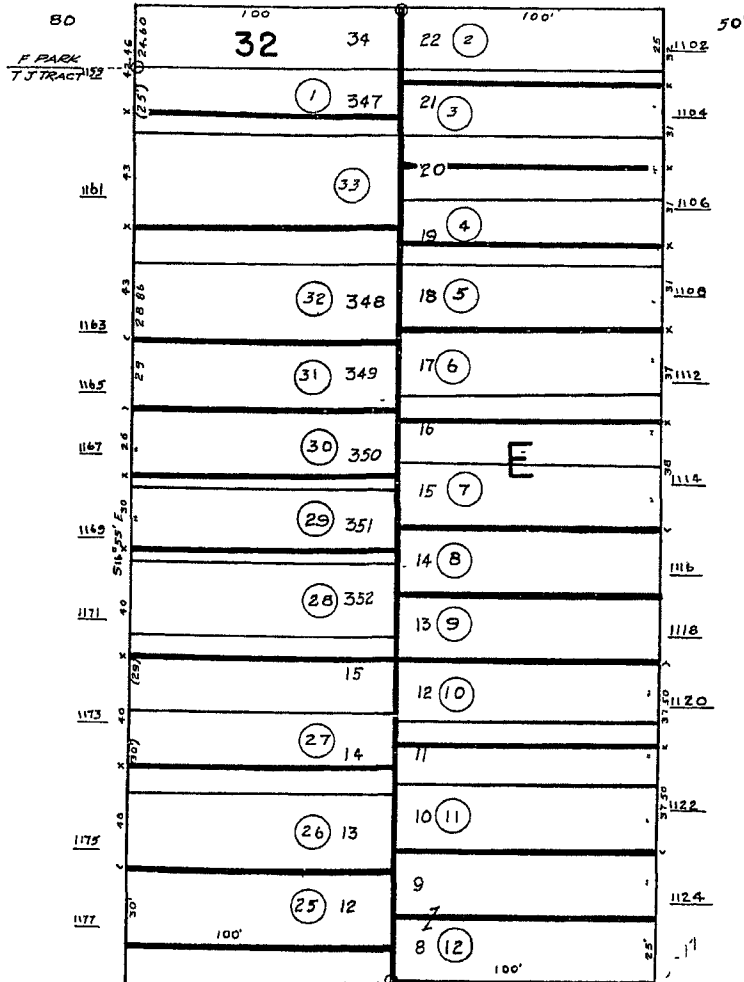
Scale: 1" = 40'

2642

Francis Street

50'

F PARK  
T J TRACT  
C TRACT



2643

Santa Fe Avenue

Curtis Street

2412

2643

2643

Page 2

Scale: 1" = 40'

10-20-58 MS  
11-13-58 MN

2643

Santa Fe Avenue

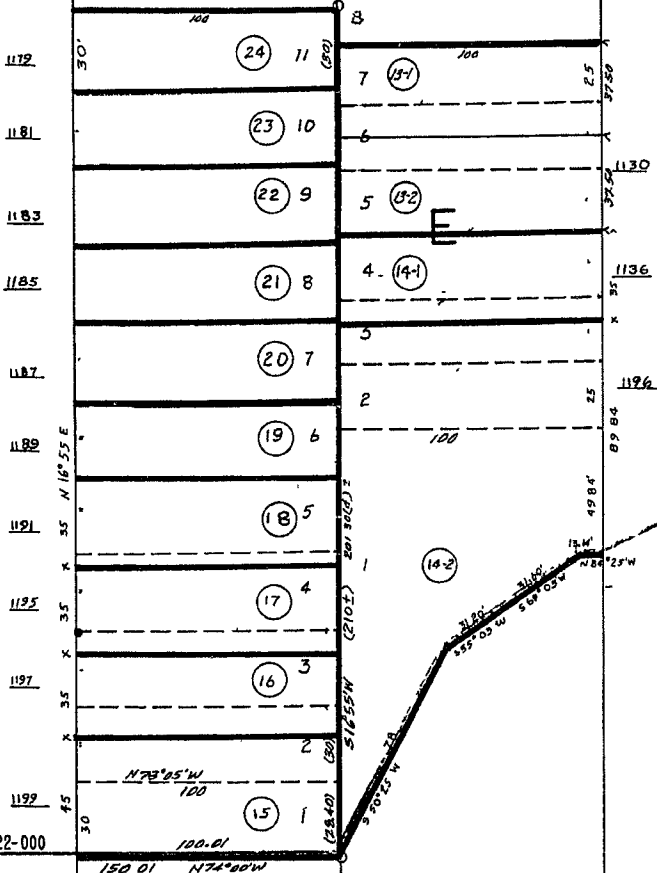
80'

2643

12

Terminal Junction  
Christiana Tract

50'



Curtis Street

2412

50'

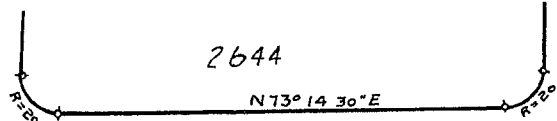
2643 60

Terminal Junction Tract (BK 28 Pg 71)

Scale 1 in = 50 ft

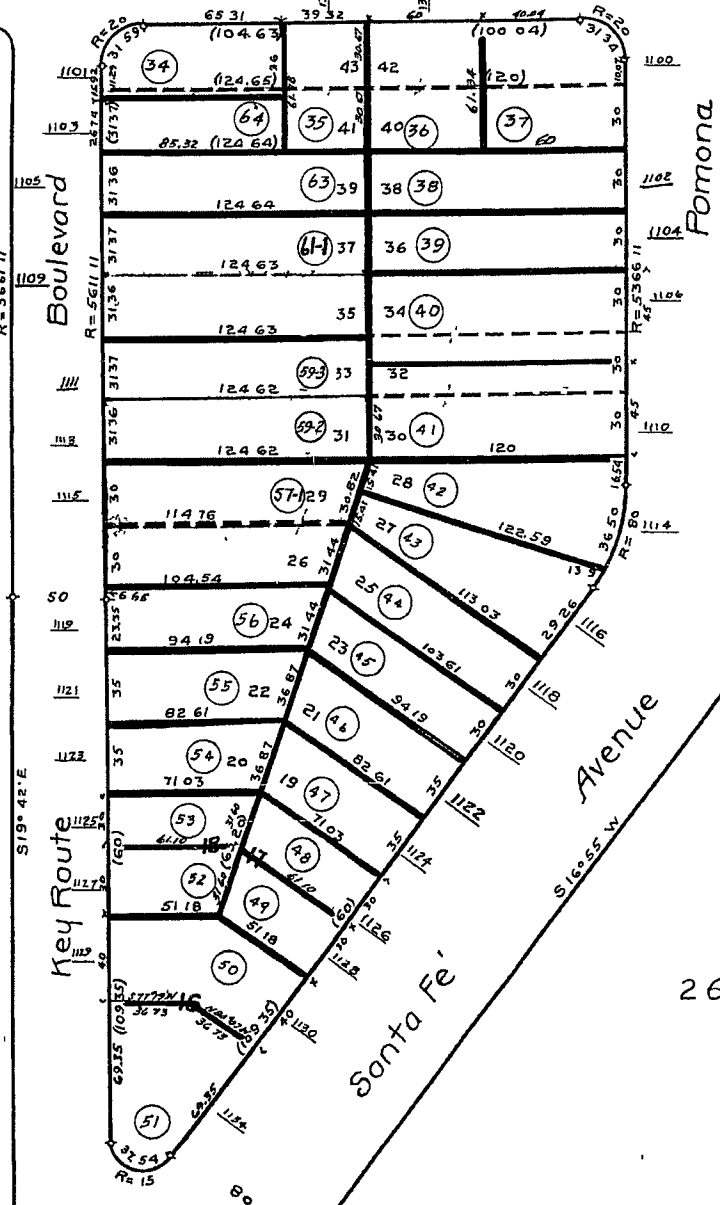
2643

Page 3



Dartmouth Street

Avenue

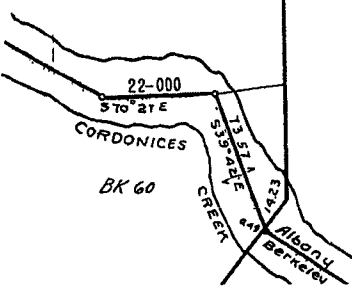


2644

2409

2643

S 1/2 E 1/4  
10-20-03-11-149





## ATTACHMENT ONE

### AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

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

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks

- 2 The right to take the land by condemning it, unless
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from

- 1 Any rights, interests, or claims of parties in possession of the land not shown by the public records
- 2 Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks

#### 3 Title Risks

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

#### 4 Failure to pay value for your title

#### 5 Lack of a right

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

- 3 Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks

- 4 Any water rights or claims or title to water in or under the land, whether or not shown by the public records

**ATTACHMENT ONE  
(CONTINUED)**

**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 and 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 a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
- 3 Defects, liens, encumbrances, adverse claims, or other matters

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant,

- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,
  - (c) resulting in no loss or damage to the insured claimant,
  - (d) attaching or created subsequent to Date of Policy, or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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 or 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

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

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

**PART I**

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

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

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

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
- 3 Defects, liens, encumbrances, adverse claims, or other matters  
(a) created, suffered, assumed or agreed to by the insured claimant,  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,  
(c) resulting in no loss or damage to the insured claimant,  
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or

material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy), or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law
- 6 Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance
- 7 Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on  
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or  
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination, or  
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure  
(a) to timely record the instrument of transfer, or  
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

The above policy form may be issued to afford either Standard Coverage or Extended Coverage

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

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

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

(c) resulting in no loss or damage to the Insured Claimant, (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14), or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage
- 4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated
- 5 Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law
- 6 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy
- 7 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b)

The above policy form may be issued to afford either Standard Coverage or Extended Coverage

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage

**EXCEPTIONS FROM COVERAGE**

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

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



**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
EXCLUSIONS FROM COVERAGE**

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

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
- 3 Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant,  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,  
(c) resulting in no loss or damage to the insured claimant,  
(d) attaching or created subsequent to Date of Policy, or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy
- 4 Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer, or  
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure (a) to timely record the instrument of transfer, or  
(b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor

The above policy form may be issued to afford either Standard Coverage or Extended Coverage

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

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

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

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy,
- (c) resulting in no loss or damage to the Insured Claimant,
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10), or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title
- 4 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy
- 5 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

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

- |  |   |
|--|---|
| <p>1 Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning</p> <ul style="list-style-type: none"> <li>a building</li> <li>b zoning</li> <li>c Land use</li> <li>d improvements on Land</li> <li>e Land division</li> <li>f environmental protection</li> </ul> <p>This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date</p> <p>This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24</p> <p>2 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date</p> <p>3 The right to take the Land by condemning it, unless</p> <ul style="list-style-type: none"> <li>a notice of exercising the right appears in the Public Records at the Policy Date, or</li> </ul> | <ul style="list-style-type: none"> <li>b the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking</li> </ul> <p>4 Risks</p> <ul style="list-style-type: none"> <li>a that are created, allowed, or agreed to by You, whether or not they appear in the Public Records,</li> <li>b that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date,</li> <li>c that result in no loss to You, or</li> <li>d that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8 d, 22, 23, 24 or 25</li> </ul> <p>5 Failure to pay value for Your Title</p> <p>6 Lack of a right</p> <ul style="list-style-type: none"> <li>a to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A, and</li> <li>b in streets, alleys, or waterways that touch the Land</li> </ul> <p>This Exclusion does not limit the coverage described in Covered Risk 11 or 18</p> |
|--|---|

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

The deductible amounts and maximum dollar limits shown on Schedule A are as follows

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14	1.00% of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 15	1.00% of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 16	1.00% of Policy Amount or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 18	1.00% of Policy Amount or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

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

- |   |   |
|---|---|
| <p>1 Governmental police power, and the existence or violation of those portions of any law or government regulation concerning</p> <ul style="list-style-type: none"> <li>a building,</li> <li>b zoning,</li> <li>c land use,</li> <li>d improvements on the Land,</li> <li>e land division, and</li> <li>f environmental protection</li> </ul> <p>This Exclusion does not limit the coverage described in Covered Risk 8 a, 14, 15, 16, 18, 19, 20, 23 or 27</p> <p>2 The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15</p> <p>3 The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17</p> | <p>4 Risks</p> <ul style="list-style-type: none"> <li>a that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records,</li> <li>b that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date,</li> <li>c that result in no loss to You, or</li> <li>d that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8 e, 25, 26, 27 or 28</li> </ul> <p>5 Failure to pay value for Your Title</p> <p>6 Lack of a right</p> <ul style="list-style-type: none"> <li>a to any land outside the area specifically described and referred to in paragraph 3 of Schedule A, and</li> <li>b in streets, alleys, or waterways that touch the Land</li> </ul> <p>This Exclusion does not limit the coverage described in Covered Risk 11 or 21</p> |
|---|---|

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

The deductible amounts and maximum dollar limits shown on Schedule A are as follows

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$ 2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)  
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land, (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land, (iii) a separation in ownership or a change in the dimensions or areas 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 This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge
- 3 Defects, liens, encumbrances, adverse claims or other matters  
(a) created, suffered, assumed or agreed to by the Insured Claimant,  
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy,  
(c) resulting in no loss damage to the Insured Claimant,  
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26), or (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage
- 4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law
- 6 Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26
- 7 Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy This exclusion does not limit the coverage provided in Covered Risk 8
- 8 Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at  
(a) The time of the advance, or  
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification This exclusion does not limit the coverage provided in Covered Risk 8
- 9 The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01/01/08)  
EXCLUSIONS FROM COVERAGE**

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

- 1 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land,
  - (ii) the character, dimensions, or location of any improvement erected on the Land,
  - (iii) the subdivision of land, or
  - (iv) environmental protection,or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16
- 2 Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8
- 3 Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant,
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy,
  - (c) resulting in no loss or damage to the Insured Claimant,
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28), or(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage
- 4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated
- 5 Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26
- 6 Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11
- 7 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25
- 8 The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6

## **Notice**

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective through November 1, 2014

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.



Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

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

**Access To Personal Information/  
Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

### **FNF Underwritten Title Company**

CTC – Chicago Title Company

### **FNF Underwriter**

CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)**

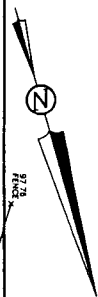
Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

#### **DISASTER LOANS (CTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.



TERMINAL JUNCTION TRACT (28 M 71)

FOUND MONUMENT AT SANGRE DE ANJOU

CITY OF ALBANY  
 N50°23'00"E 24.50'  
 N50°23'00"E 24.50'

CITY OF BERKELEY  
 N50°23'00"E 24.50'  
 N50°23'00"E 24.50'

**PARCEL MAP TOTALS**  
 TOTAL LAND AREA= 13,176 SQ FT ±  
 TOTAL IMPERVIOUS AREA= 3,726 SQ FT ±  
 F.A.R.= 0.28

**LEGEND**  
 B/W BASE OF WALL  
 BLDG BUILDING  
 CONC CONCRETE  
 D/I DRAIN INLET  
 D/W DRIVEWAY  
 F/L FLOW LINE  
 H BUILDING HEIGHT  
 M/H MANHOLE  
 P/K CONCRETE MAIL  
 S/W SIDEWALK  
 T/C TOP OF CURB  
 T/W TOP OF WALL  
 W/W WATER WELLS  
 ○ FOUND MONUMENT IN SIDEWALK BRASS DISC WITH PUNCH

**OWNERS**  
 SUZANNE D PORTNOY  
 1930 SHATTUCK AVENUE SUITE A  
 BERKELEY CALIFORNIA 94704  
 (510) 848-1930

**ADDITIONAL FIELDWORK ACQUIRING AREA OF HARDSCAPE FEATURES, WAS COMPLETED ON SEPTEMBER 10 2010**

**TENTATIVE PARCEL MAP NO. 9477**

LOTS 1 AND 2 AND A PORTION OF LOT 3, BLOCK E, AND ALL THAT PORTION OF CORDONICES CREEK ADJOINING LOT 1 ON THE SOUTH AND LYING NORTHWESTERLY OF THE CENTER LINE OF SAID CREEK AMENDED MAP OF THE CHRISTIANA TRACT (17 M 86) LOCATED AT 1196 CURTIS STREET CITY OF ALBANY, COUNTY OF ALAMEDA, CALIFORNIA SEPTEMBER, 2010 SCALE 1" = 10'

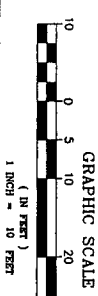
**MORAN ENGINEERING, INC.**

CIVIL ENGINEERS \ LAND SURVEYORS  
 1930 SHATTUCK AVENUE SUITE A  
 BERKELEY CALIFORNIA 94704  
 (510) 848-1930

P.B. 481

CURTIS-17942.DWG

JOB NO 10-2795.1



GRAPHIC SCALE  
 (IN FEET)  
 1 INCH = 10 FEET

CURTIS STREET (50' WIDE)

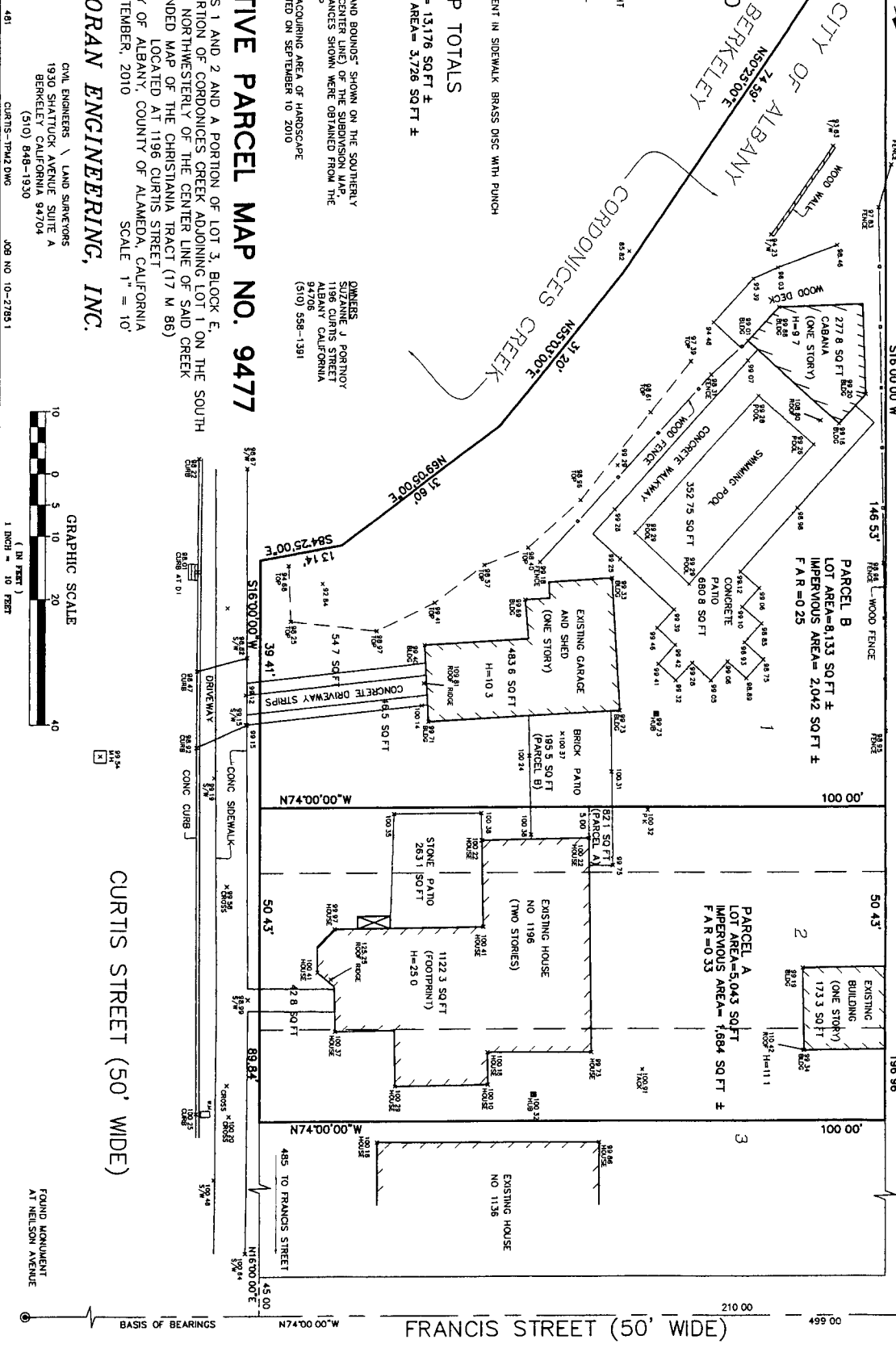
FOUND MONUMENT AT NELSON AVENUE

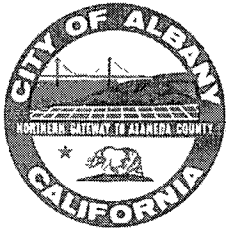
FRANCIS STREET (50' WIDE)

BASIS OF BEARINGS

N74°00'00"W

N16°00'00"E





# City of Albany

1000 SAN PABLO AVENUE • ALBANY, CALIFORNIA 94706-2293

## MEMORANDUM

CITY ADMINISTRATOR  
PH (510) 528-5710  
FAX (510) 528-5747

CITY ATTORNEY  
PH (510) 528-5658  
FAX (510) 528-5140

CITY CLERK  
PH (510) 528-5727  
FAX (510) 528-5727

CITY COUNCIL  
PH (510) 528-5727  
FAX (510) 528-5737

COMMUNITY DEVELOPMENT &  
ENVIRONMENTAL RESOURCES  
• Planning  
• Engineering  
• City of Albany Planning Services  
• Design  
• Administration  
PH (510) 528-5740  
FAX (510) 528-5359

FINANCE & ADMINISTRATIVE  
SERVICES  
CITY TREASURER  
PH (510) 528-5730  
FAX (510) 528-5743

FIRE & EMERGENCY MEDICAL  
SERVICES  
PH (510) 528-5771  
FAX (510) 528-5771

PERSONNEL  
PH (510) 528-5714  
FAX (510) 528-5797

POLICE  
PH (510) 528-5700  
FAX (510) 528-5700

RECREATION & COMMUNITY  
SERVICES  
• Administration  
PH (510) 528-5755  
FAX (510) 528-5755  
• Recreation  
PH (510) 528-5772  
FAX (510) 528-5772  
• Facilities  
PH (510) 528-5776

**To:** Jeff Bond  
Planning and Building Manager  
Attention: John Erlich

**Date:** October 1, 2010

**From:** Randy Leptien, LCC, Inc.  
Contract City Engineer

**Re:** 1196 Curtis  
Tentative Parcel Map No. 9477

Jeff,

We have reviewed the application and Tentative Map, for a minor subdivision No. 9477 at 1196 Curtis Street. In the City of Albany the requirements for a Tentative Parcel Map are the same as those for a major subdivision. A Tentative Map Checklist is attached. The checklist items that are marked "No" need to be addressed. In addition, I have the following comments. All references are to Chapter 22 of the Albany Municipal Code.

1. Section 4.2.c requires that the application include a statement regarding the existing and proposed zoning of the property, existing and proposed uses, specific detail on any public uses proposed and the proportion of total area of the subdivision represented by each use, any proposed deed restrictions, and information pertinent to whether the proposed subdivision and the provisions for its design are consistent with the General Plan or any applicable specific plan. Some of this information e.g. the proposed lot areas may be shown on the tentative map.

2. Section 4.2.d requires that the application indicate the purpose of the subdivision, such as the creation of a lot upon which a single family home may be constructed. If that is the purpose, the map must show the location of a house site that meets the City's setback and other requirements. This is particularly important for proposed Parcel B because this parcel has a creek on its southerly edge. The map must show the creek top of bank along the entire boundary with the channel. The map also needs to show creek and property line setback requirements in order to define buildable area. AMC Section 15-4.7.e.3.c requires a twenty (20) foot structure setback from the top of a creek bank. This setback line and the zoning setback lines from the property lines need to be shown on the tentative map to define the buildable area of Parcel B.

3. AMC Section 22.4.2.e requires a statement regarding provisions for drainage of flood control. The drainage for the subdivision lots should be shown on the Tentative Map. It appears that a private storm drainage easement may be needed across the westerly edge of Parcel B for Parcel A's drainage. Existing and proposed easements need to be shown on the Tentative Parcel Map.

4. AMC Section 22.4.2.g requires a preliminary grading plan. Alternatively, this information may be shown on the Tentative Map. Padded areas, retaining structures (if any), and cut and fill slopes must be shown.

I:\eservet\2\3\Data (D)\R Leptien Shared Data\Albany Subdivision Reviews\1196 Curtis St\93010 memo to Jeff Bond re parcel map.doc

*The City of Albany is dedicated to maintaining its small town ambience, responding to the needs of the community, and providing a safe, healthy environment now and in the future.*



PRINTED ON RECYCLED PAPER

5 The swimming pool, the cabana, the existing garage and shed are partially within the creek setback area and their removal will be a subdivision requirement. A bond or other acceptable security will be necessary to guarantee that this work will be completed.

6 Section 4.2 h requires a statement regarding the proposed provisions for water, gas, electricity, stormwater runoff, sewage and other utility services. This may be shown on the Tentative Map.

7 Section 4.2 i requires a statement describing the location of existing community facilities, schools, parks, etc.

8 Section 4.3 requires that preliminary geotechnical and geology report prepared by a RCE or RGE. This report may be required as a condition of approval of the Parcel Map. The preliminary Geotechnical Report needs to recommend a method to demolish and fill the swimming pool.

9 Other comments are as shown on the attached checklist and the attached copy of the Tentative Map. The pad area shown on the map is for illustration only and the applicant's engineer must design the actual location.

10 Some of the additional information noted in red on the Tentative Map may be shown instead on a Preliminary Grading and Improvement Plan at the option of the applicant.

Please feel free to contact me at 925 519 9144 or [rleptien@albanyca.com](mailto:rleptien@albanyca.com) or ask the applicant to contact me directly should there be questions.

Attachments Red Marked Tentative Parcel Map No. 9477  
Tentative Map Checklist

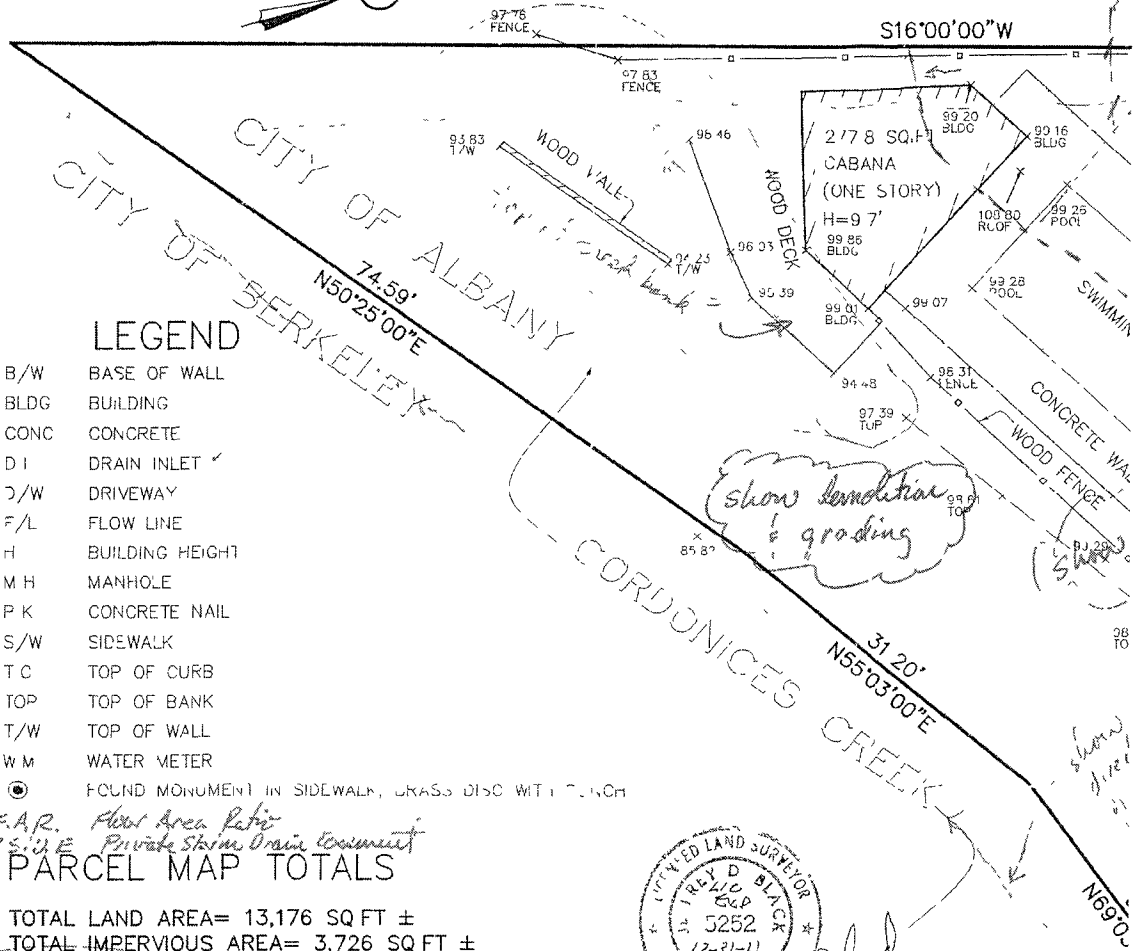
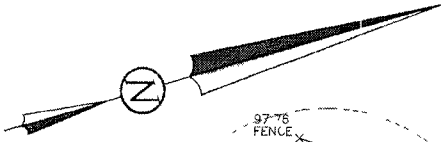
RWL DM

## City of Albany Engineering Tentative Map Checklist

Subdivision Number Parcel Map 9477  
 Subdivision Name Tentative Parcel Map No 9477  
 Subdivision Location 1196 Curtis  
 Assessor's Parcel Number(s) \_\_\_\_\_  
 Developer Name Suzanne Portnoy  
 City Review Number **1**  
 Received Date 9-20-10 Review Date 9-23-10 By: DM  
 N/A = Not Applicable to this subdivision

Requirement Satisfied?			AMC Chapter XXII, Subdivisions
Yes	No	N/A	Chapter 22 Code Section
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.1
Form and content of submittal generally acceptable			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2
Prepared by RCE or LLS			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2a
Preliminary title report ≤ 6 months old			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b
Scale ≥ 1" = 100'			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b 1
Title shows subdivision name and type			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b 2
Name/address of legal owner, subdivider and map preparer			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b 3
Sufficient legal description defines boundary			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2b 4
Date, north arrow, scale, contour interval,			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 2b 4
Existing Contours (source & date – ok)			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.2b 5
Diagram or key map showing ext. boundaries, tract names, location			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.2b 6
Proposed Contours = 1' for slope ≤ 5%, 10' greater ≥ 5%			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 2b.7
Location of potential hazardous areas			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 2b 8
Location, width, direction of flow of all water courses			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.2b.9
Ex and proposed easements shown by dashed lines			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4 2b 10
Storm drainage, sanitary sewers, utility lines shown			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b 11
Lines, dimensions, number of lots, area of each lot (sf) shown			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2b 12
Location, width, grade, name of ex./proposed highways, streets, etc			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 2b 13
Location and type of use existing on the site			

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Boundaries of ex / proposed public areas shown	4 2b 14
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Limitation on rights of ingress or egress	4 2b 15
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Approx location of 55,60,65,70 dBA contours	4 2b.16
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement covering existing/proposed zoning and uses	4 2c
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement describing purposes of ex /proposed easements	4 2d
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement describing proposed provisions for drainage and flood control	4.2e
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Typical cross-sections and proposed grades of all highways, streets etc	4 2f
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Preliminary grading plan drawn at same scale as tentative map	4.2g
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement describing proposed provisions for water supply, gas, elect etc	4 2h
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Statement describing location of ex schools, parks, playgrounds, etc	4 2i
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Info submitted to allow determination on Environmental Review	4 2j
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Additional info required by planning or zoning commission	4 2k
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prelim soils report and geology report prepared by RCE or RGE	4 3a,b,c,d
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing and new streets dedicated shown on tentative map	4 4



**LEGEND**

- B/W BASE OF WALL
- BLDG BUILDING
- CONC CONCRETE
- DI DRAIN INLET
- D/W DRIVEWAY
- F/L FLOW LINE
- H BUILDING HEIGHT
- M H MANHOLE
- P K CONCRETE NAIL
- S/W SIDEWALK
- T C TOP OF CURB
- TOP TOP OF BANK
- T/W TOP OF WALL
- WM WATER METER
- ⊙ FOUND MONUMENT IN SIDEWALK, GRASS DISC WITH TYPICAL

F.A.R. *Flat Area Ratio*  
P.S.D.E. *Private Storm Drain Easement*

**PARCEL MAP TOTALS**

TOTAL LAND AREA= 13,176 SQ FT ±  
TOTAL IMPERVIOUS AREA= 3,726 SQ FT ±  
FAR=0.28

**SURVEYOR'S NOTES**

THERE ARE NO "METES AND BOUNDS" SHOWN ON THE SOUTHERLY PROPERTY LINE (CREEK CENTER LINE) OF THE SUBDIVISION MAP. ALL BEARINGS AND DISTANCES SHOWN WILL BE OBTAINED FROM THE ASSESSOR'S PARCEL MAP

ADDITIONAL FIELDWORK, ACQUIRING AREA OF HARDSCAPE FEATURES, WAS COMPLETED ON SEPTEMBER 10, 2010



*Black*  
*12 Sept, 2010*

OWNERS  
SUZANNE J PORTNOY  
1196 CURTIS STREET  
ALBANY, CALIFORNIA  
94706  
(510) 558-1391

Assessor's Parcel No. \_\_\_\_\_

**TENTATIVE PARCEL MAP NO. 9477**

LOTS 1 AND 2 AND A PORTION OF LOT 3, BLOCK E,  
AND ALL THAT PORTION OF CORDONICES CREEK ADJOINING LOT 1 ON THE SOUTH  
AND LYING NORTHWESTERLY OF THE CENTER LINE OF SAID CREEK  
AMENDED MAP OF THE CHRISTIANA TRACT (17 M 86)  
LOCATED AT 1196 CURTIS STREET  
CITY OF ALBANY, COUNTY OF ALAMEDA CALIFORNIA  
SEPTEMBER, 2010 SCALE 1" = 10'

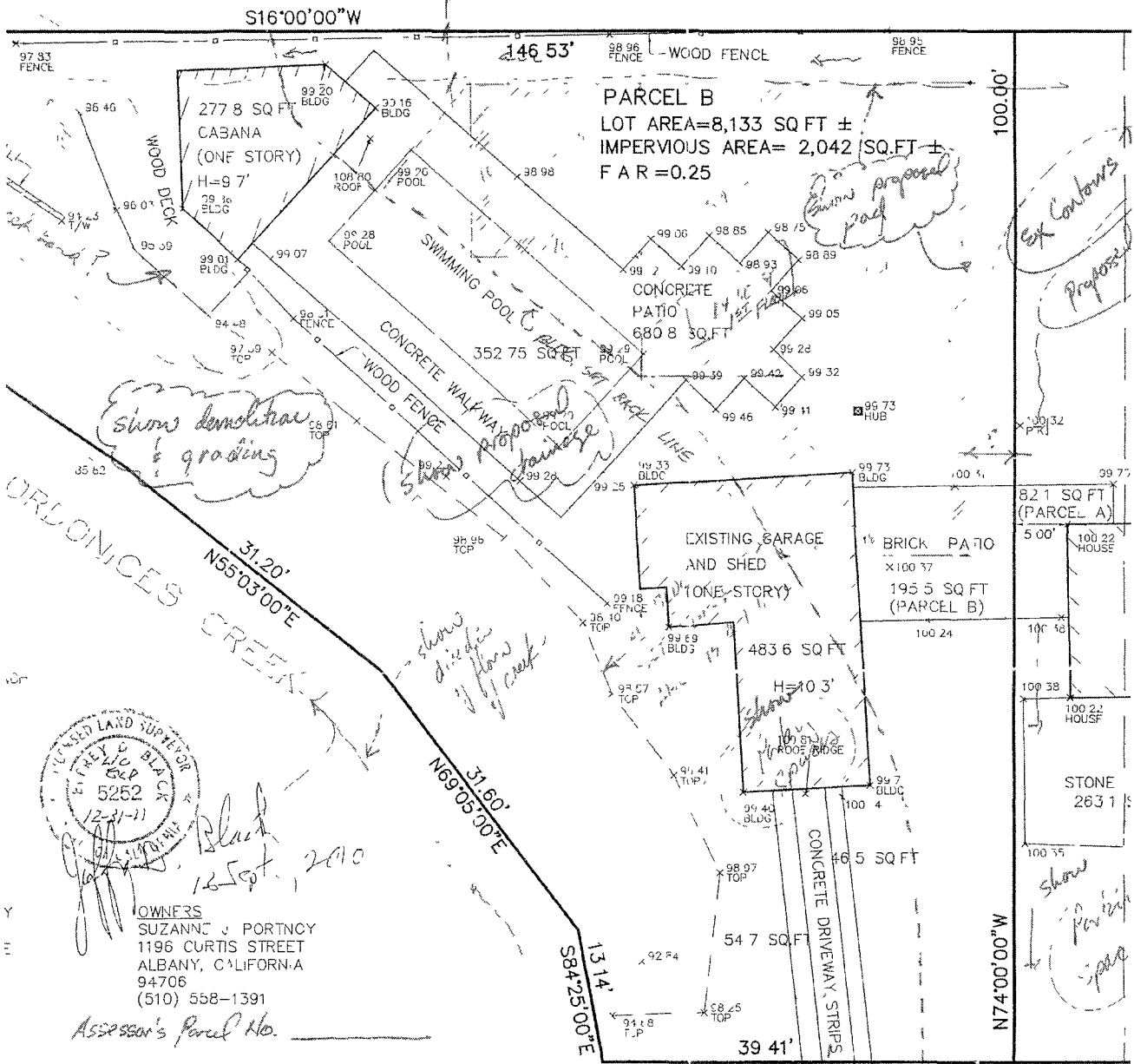
**MORAN ENGINEERING, INC.**

CIVIL ENGINEERS \ LAND SURVEYORS  
1930 SHATTUCK AVENUE, SUITE A  
BERKELEY, CALIFORNIA 94704  
(510) 848-1930





TERMINAL JUNCTION TR



*Show demolition & grading*

*show divide flow of creek*



OWNERS  
SUZANNE J. PORTNOCY  
1196 CURTIS STREET  
ALBANY, CALIFORNIA  
94706  
(510) 558-1391

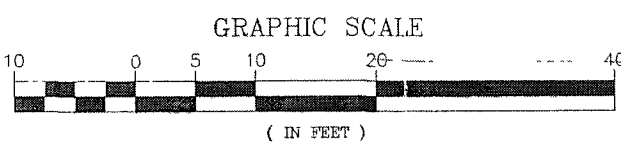
Assessor's Parcel No. \_\_\_\_\_

MAP NO. 9477

OF LOT 3, BLOCK 2,  
ADJOINING LOT 1 ON THE SOUTH  
WATER LINE OF SAID CREEK  
A TRACT (17 M 86)  
5 STREET  
AMIDA, CALIFORNIA  
SCALE 1" = 10'

RING, INC.

PLANNERS  
SUITE A  
94704



Elevation Ben.

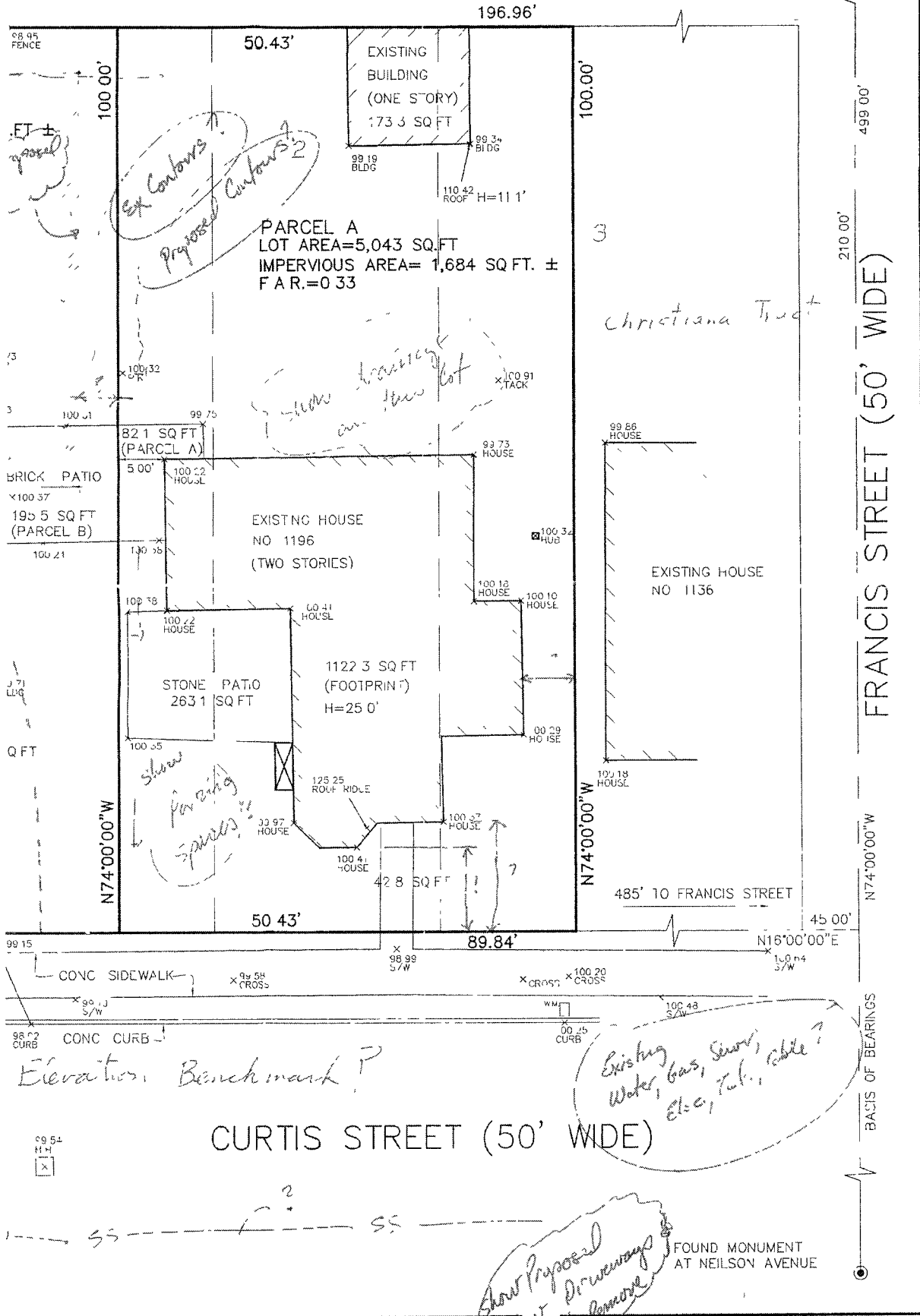
*Show take about?*

*1/6? (typical)*

99 51  
V1  
[x]

JUNCTION TRACT (28 M 71)

FOUND MONUMENT AT SANTE FE AVENUE



FRANCIS STREET (50' WIDE)

CURTIS STREET (50' WIDE)

FOUND MONUMENT AT NEILSON AVENUE

2550 NINTH STREET  
SUITE 202  
BERKELEY, CA 94710  
E-MAIL JOHN@JGUTIERREZLAW.COM  
WWW.JGUTIERREZLAW.COM

September 1, 2010

Jeff Bond, Director  
Planning and Development Department  
City of Albany  
1000 San Pablo Avenue  
Albany, CA 94706

CITY OF ALBANY

SEP 01 2010

COMMUNITY DEVELOPMENT  
DEPARTMENT

RE: 1196 Curtis Street, Albany (the "Property")  
Lot Line Adjustment (the "Project")  
(Our File No. 1252.001)

Dear Jeff:

My client, Ms. Suzanne Portnoy, desires to divide her existing single legal lot at 1196 Curtis Street into two (2) separate lots. In connection with her application to divide her lot, enclosed are the documents, instruments and forms of payment described below:

1. One (1) original and ten (10) executed copies of the Planning Application Form;
2. Two (2) copies of the large-sized Tentative Parcel Map No. 9477;
3. Ten (10) copies of the reduced-size Tentative Parcel Map No. 9477;
4. Ten (10) copies of the Preliminary Report for the Property, dated July 22, 2010, prepared by Chicago Title Company; and
5. My client's personal check (No. 1023) in the aggregate amount of \$1784.00 for filing fees.

Should you have any questions about any of the items described above, please contact me immediately.

Very truly yours,

  
John E. Gutierrez

JG/hn  
Encl.  
cc: S. Portnoy (w/o encl.)

2550 NINTH STREET  
SUITE 202  
BERKELEY, CA 94710  
E-MAIL JOHN@JGUTIERREZLAW.COM  
WWW.JGUTIERREZLAW.COM

September 17, 2010

Jeff Bond, Director  
Planning and Development Department  
City of Albany  
1000 San Pablo Avenue  
Albany, CA 94706

RE: 1196 Curtis Street, Albany (the "Property")  
Lot Line Adjustment (the "Project")  
(Our File No. 1252.001)

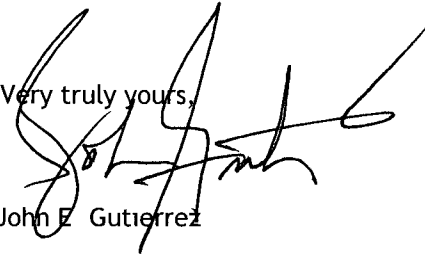
Dear Jeff:

In connection with my client Suzanne Portnoy application to divide her lot, enclosed are the following supplemental documents, instruments described below:

1. One (11) copies of the Planning Application table;
2. Two (2) revised copies of the large-sized Tentative Parcel Map No. 9477; and
3. Ten (10) revised copies of the reduced-size Tentative Parcel Map No. 9477.

Should you have any questions about any of the items described above, please contact me immediately.

Very truly yours,

  
John E. Gutierrez

JG/hn  
Encl.  
cc: S. Portnoy (w/o encl.)

CITY OF ALBANY

SEP 20 2010

COMMUNITY DEVELOPMENT  
DEPARTMENT