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ARCHITECTS

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PROPERTY CONDITION ASSESSMENT

511 Forest Lodge Road, Pacific Grove, CA 93950



PREPARED FOR:

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**PROJECT 26007.60
March 26, 2026**

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PROPERTY CONDITION ASSESSMENT

511 Forest Lodge Road, Pacific Grove, CA 93950

I. EXECUTIVE SUMMARY

Ryan Miller Architects has completed a Property Condition Assessment of the above referenced site in accordance with ASTM E2018-24. On March 16, 2026, we visited the property and observed the condition of the structure and the exterior site elements. Phyllis O'Shea of Phillips Real Estate, the property manager, facilitated access to the property. We conducted our site visit without a site escort.

This Property Condition Assessment was conducted on behalf of Branagh Development for acquisition purposes. We conducted research with the Pacific Grove Building, Planning, and Fire Departments for information concerning violations, building permits, inspections, and reports.

This Executive Summary is provided solely for the purpose of overview. Any party who relies on this report must read the full report. The Executive Summary may have omitted important details, any one of which could be crucial to the proper understanding and subject matter risk assessment.

The purpose of this report is to inform the reader of the existing condition of the civil, architectural, and landscape components, as well as the mechanical, electrical, plumbing (MEP), and fire and life safety (FLS) equipment, that comprise the property and identify what conditions, if any, should be corrected to improve building systems, appearance, and performance over the next five years.

A. PROPERTY DESCRIPTION

The subject property is developed with a two-story office building reportedly constructed in 1986 with a total of 21,469 square feet (SF) of floor area per the rent roll provided to us. All dimensions in this report are approximate, unless otherwise noted.

The subject building is irregularly shaped in plan—it has somewhat of a butterfly shape—and is situated on one slightly doglegged shaped legal parcel containing 2.220 acres per the Assessor's Parcel Report. The property is bound on the north by Forest Lodge Road and on all other sides by adjacent developed parcels. The building occupies approximately 11.1% % of the site; the remainder contains an asphalt-paved parking lot, drive aisles, landscaping, and concrete sidewalks and walkways.

In the vicinity of the subject property, Forest Lodge Road has a gently curvilinear form running from roughly E to SW along the site's northern boundary. The frontage along that street is somewhat less than 600 feet. The building elevations facing Forest Lodge Road, and roughly parallel to it, are considered the north elevations for the purposes of this report. The site has a downward slope from south to north with 25 feet of elevation change.

Concrete public sidewalks with concrete curbs and two curb cuts are found along Forest Lodge Road. Neighboring development consists of a similarly-

scaled office and retail development to the south and multi-family residential buildings to the southwest and west. Across Forest Lodge road, single-family residential buildings are found to the northwest; Pacific Grove High School is directly to the north of the subject property.

The parcel is located in the City of Pacific Grove C-FH (Forest Hill Commercial) zoning district. The occupancy classification is Group B (Business—offices). The site is located within FEMA Flood Zone X (unshaded), an area of minimal flood hazard.

Construction is Type V-B non-fire resistive rated, fully fire sprinklered. The building's wall, roof, and second floor structural systems consist of conventional Type V wood framing. The second floor and flat roof deck are supported by metal web and wood truss joists; panelized plywood decks are installed on the roof and second floor levels. The ground floor is a reinforced concrete slab-on-grade. The foundation likely consists of a continuous shallow spread footing around the building perimeter. No records that seismic structural upgrades have been performed were found in building permit records, and no upgrades were reported by the property manager.

Site improvements appeared in "Good" to "Fair" condition, with the bias towards "Fair". Landscaping consists of mature trees and shrubs and grassy areas. An irrigation system is installed, but it does not serve the overwhelming majority of the grassy areas. The grassy areas have a purposefully untended, native appearance.

The asphalt paving appeared in generally "Fair" condition. On-site parking is provided in an asphalt-paved surface lot with 86 stalls. Parking is provided at a rate of 4.01 stalls per 1,000 SF of floor area. The provided parking appears compliant with the current Municipal Code requirements for off-street parking. The asphalt paving was last resealed and restriped in October of 2015. Four Disabled Accessible stalls are provided, one of which is Van Accessible. This combination of Accessible stalls (3 standard + 1 Van Accessible) is compliant with current Accessibility requirements. Asphalt repairs, resealing, and restriping are recommended as near-term replacement reserve items. The asphalt paving is a core site element and the cost for the recommended remedial measures can be considered significant.

The roofing systems are evaluated in "Good" to "Poor" condition. The building has two significantly different roofing systems. The flat roof area of the HVAC equipment well has a 4-ply built-up roofing (BUR) system with a mineral granule top sheet ("Poor"). Around the perimeter of the building, a concrete tile roofing system is installed on the mansard pitched roof areas ("Good" to "Fair"). Building permit records indicate that the BUR roof may have been replaced in August of 2007; available permit information is scant and does not specify the type of roofing system involved. The age of the concrete tile roof is unknown. Replacement of the BUR roofing systems is recommended as a near-term replacement reserve item. This is a core building element and the cost for replacement can be considered significant. Replacement of the concrete tile roofing systems is suggested as an optional Modernization item; the cost for this can also be considered significant.

Exterior finishes, windows, and doors appeared in "Good" to "Fair" condition, with the overall bias towards "Fair". Exterior finishes consist of wood plank siding with a vertical orientation with an elastomeric paint finish. Horizontal and vertical wood trim pieces are painted in a darker accent color. The age of the last complete exterior repainting is unknown.

Exterior door and windows appeared in "Good" to "Fair" condition. Black anodized aluminum frame windows are installed on all elevations. The single-pane glazing has a light gray integral tint. A pair of black anodized aluminum storefront doors is installed at the main entrance. Painted wood doors are provided at secondary exits and at the balconies.

Interior finishes appeared in generally "Good" condition. Common areas—main entrance and elevator lobbies, corridors, restrooms, and stairwells—are provided. Restrooms are provided on both floors, though the first floor restrooms are within a tenant space. At the time of our site visit, the building was almost 96% occupied by three tenants, with one small vacant tenant space (856 SF) on the second floor.

The MEP equipment is evaluated as in "Good" to "Fair" condition, with the bias towards "Fair". Twelve packaged units with natural gas-fired

furnaces are installed on the HVAC equipment well level in the flat roof portion of the building. Six are on the east wing; six are on the west wing. Total cooling capacity is 43 tons; total heating input capacity is 864,000 BTU/hr. The packaged units were manufactured by Bryant in 2007. The provided core cooling capacity appears inadequate to meet current tenant needs. A 3 ton mini split-system has been installed by the primary tenant, California American Water, to provide dedicated cooling to their server room; this split-system does not contribute to core building cooling. Roof-mounted exhaust fans and static vents provide ventilation for the restrooms, breakrooms, and janitor's closets. Replacement of the packaged unit HVAC equipment is recommended as a near-term replacement reserve item. This is a core building element and the cost for replacement can be considered significant.

Utility-owned transformers are located on a concrete pad and in underground vaults on the adjacent parcel to the south; this equipment is near the southeast corner of the subject building and near its main electrical service entrance equipment. We assume one of these transformers serves the subject property. PG&E provides 208Y/120 volt, 3-phase, 4-wire electrical service to the property. The main electrical service entrance switchboard is installed in an exterior enclosure; the primary switchboard, the sub-main panels, and the main disconnect are rated at 1,200 amps. Copper wire-in-conduit runs feed building electrical needs. An emergency generator is installed on a concrete pad along the east elevation of the east wing; it was installed and is maintained by California American Water and serves only their tenant space. Replacement of the main electrical service entrance equipment is recommended as an Immediate Need owing to rust and rust-through on the enclosures. This equipment is a core building element and the cost for replacement can be considered significant.

Where observable, interior branch water supply lines are copper and waste lines are hubless cast iron. California American Water supplies domestic, fire, and irrigation water to the property; it appears water is provided via underground feeds from the adjacent property to the south. Domestic hot water is provided by one natural gas-fired 40 gallon water heater.

PG&E supplies natural gas to the property. Gas is consumed by the twelve rooftop furnaces inside the packaged units and by the water heater. A gas meter cluster is located on the adjacent parcel to the south; we assume one of the meters serves the subject property.

The FLS equipment is evaluated as in generally "Good" condition. The building is fully fire sprinklered and a fire alarm system is installed. The fire alarm system appears to be generally compliant with current Disabled Accessibility code requirements. Fire extinguishers were observed throughout the building on both floors.

A 2,500 lb hydraulic passenger elevator is installed; it likely dates to original construction. The elevator controller, hydraulic pump equipment, and cab interior and control panel were modernized in 2007. The new controller is a digital unit.

The subject property demonstrates a "Good" level of compliance with current Disabled Accessibility requirements. However, the slope of the site is such that achieving full compliance with all current Accessibility requirements would very likely be problematic.

B. SUMMARY OF FINDINGS

We found the subject property in generally "Good" condition for interior elements. Building exterior and site elements appeared in generally "Fair" condition. Though the building is operational, several major building elements and systems are at or near the end of their effective useful life (EUL) and will require near-term capital investment.

A total of \$1,037,623 is estimated as the combined cost for our recommended Immediate Needs and five-year reserve term items. This amount is largely driven by site and building elements reaching the end of their EUL, and the total represents the necessary capital to maintain operations and tenant occupancy.

Operational and leasing considerations will be affected by some of our recommended remedial measures. HVAC and main electrical service entrance equipment replacement will possibly have a detrimental effect on tenant habitability and

rentability, owing to the downtime these replacements will likely require.

We recommend the following remedial measures to correct deficiencies, summarized as follows:

Immediate Needs

- Allowance to perform concrete grinding to eliminate smaller tripping hazards;
- Allowance to provide sidewalk concrete panel replacement to eliminate more egregious tripping hazards;
- Conduct a video sewer line inspection;
- Replace 1,200 amp main electrical service entrance equipment.

Capital Expenditures

- Allowance to provide general landscape upgrades, including stump grinding;
- Perform full depth and minor repairs to address degraded surface condition of asphalt paving to return it to “Good” condition;
- Reseal asphalt-paved parking lot and drive aisles;
- Restripe standard (non-Accessible) parking stalls;
- Allowance to provide remedial measures for problematic drain inlet;
- Provide new TPO roofing system on horizontal portion of flat roof HVAC equipment well;
- Provide new TPO membrane on vertical portion of flat roof HVAC equipment well on parapets;
- To promote better roof drainage, provide additional tapered insulation. This work should be performed in conjunction with the installation of the above TPO roofing systems;

- Provide complete exterior repainting of all exterior elements with a paint finish;
- Allowance to replace rotten exterior wood;
- Annual contingency allowance for window seal repair/replacement;
- Provide four new skylights. This work should be performed in conjunction with the installation of the TPO roofing systems;
- Conduct calcium chloride water pressure testing of concrete floor slab where VCT is currently installed;
- Replace existing packaged unit HVAC equipment; provide 55 tons of cooling capacity for cost estimating purposes;
- Perform infrared scanning of electrical distribution systems;
- Install an automatic seismic shutoff valve on the gas service line at the meters;
- Allowance to replace obsolete fire alarm control panel;
- Restripe all four Accessible parking stalls and their Access aisles;
- Provide additional truncated domes at Accessible parking access aisles;
- Provide visually contrasting stripes on each tread of the north exterior stairs;
- Provide new code compliant railings for north exterior stairs.

Modernization/Improvement

Items in this category are not mandatory or essential, but are recommendations for general improvements and modernization to bring the property up to current standards or best practices.

- Provide new concrete tile roofing system on pitched roof areas;

- Provide remedial measures to concrete slab and flooring finishes if water migration through slab is identified.
- Provide new code compliant guardrails on the L-shaped balconies.

C. IMMEDIATE REPAIRS & REPLACEMENT RESERVES

Immediate Needs

Immediate Needs are defined as physical deficiencies that require immediate action to correct: (1) existing or potentially unsafe conditions; (2) significant negative conditions impacting marketability or habitability; (3) material building code violations; (4) poor or deteriorated condition of critical element or system; or (5) a condition that if left "as is" would cause or contribute to critical element or system failure within one year or to a significant escalation in repair costs.

While no excessively egregious life-safety hazards were observed, some site elements and building systems cause concern; these matters may require near-term intervention as Immediate Needs remedial measures to avoid failure or service disruption. The tripping hazards in the public sidewalk pose a liability issue for the property owner. The rust-through on the main electrical enclosures poses a possible water penetration problem and ensuing electrical service disruption issue.

The Immediate Needs are estimated at **\$268,500**. Expenditures include remedial measures to address tripping hazards in concrete site work, conducting a video snake sewer line inspection, and the replacement of the main electrical service entrance equipment.

Replacement Reserves

Replacement Reserves are funds allocated for: (1) priority-based repairs of physical deficiencies resulting from poor design, faulty installation, or the substandard quality of original systems or materials; (2) deferred maintenance; and (3) replacements of components or systems that will realize during the

reserve term or have exceeded their Expected Useful Life (EUL).

EUL is defined as the average amount of time in years that an item, component, or system is estimated to function when installed new, assuming routine maintenance is practiced. We apply EUL standards established by such organizations as the American Society of Heating, Refrigeration and Air-conditioning Engineering, Inc. (ASHRAE) and the U.S. Department of Housing and Urban Development (HUD), but we may modify them following a subjective evaluation of an item, component, or system, by experienced licensed professionals.

The five-year replacement reserves are estimated at **\$776,980**, which includes a 2.5% per year inflation factor. Expenditures include the installation of new, tear-off roofing systems on the flat roof areas and parapets, new HVAC equipment, and new main electrical service entrance equipment.

Modernization

Optional Modernization expenses are estimated at **\$279,475**. The suggested work calls for the installation of a new concrete tile roofing system and new guardrails on the L-shaped balconies.

II. REGULATORY REVIEW

The building was likely originally designed in conformance with the requirements of the 1982 edition of the Uniform Building Code (UBC).

An original Certificate of Occupancy for shell construction, if issued, was not found in City online records. Certificates of Occupancy were not routinely issued in California prior to 1976. Even after that year, issuance of Certificates of Occupancy or Certificates of Final Completion was not routinely made—until the 2000s—and rarely for shell construction completion.

Building permit records available online for the subject property only go back to 1999. The typical time required to request and to obtain a copy of an original building permit and older Certificates of Occupancy, if still available as archived paper documents, would very likely place receipt beyond the due date of this report.

Original construction drawings from the 1980s were requested, but were not provided. We researched the records of and contacted the Pacific Grove Building, Planning, and Fire Departments for building, zoning, planning, and fire violations information. No derogatory information was reported by any City agency.

The property has a zoning designation of C-FH (Forest Hill Commercial). The C-FH zone was created to replace the previous C-1 (Light Commercial) zoning with a broader list of allowed uses to better serve the community; the allowed uses follow:

- Commercial & Retail: Allows for retail businesses, restaurants, gift shops, and specialty shops like those found in the Forest Hill Shopping Center.
- Service & Office: Accommodates various professional office spaces and service-oriented businesses.
- Residential & Mixed-Use: Permitted uses include residential housing, often as part of mixed-use developments.
- Food & Beverage: Regulations specifically allow for establishments like restaurants, wine bars, pubs, and wine tasting rooms.

The C-FH zoning district is discussed in §23.12.010 and §23.31.040 of the Pacific Grove Municipal Code, which can be accessed here:

<https://ecode360.com/48188616?highlight=c-fh&highlight=commercial&highlight=district&highlight=districts&highlight=forest&highlight=hill&searchId=13780226371649807#48188616>

And here:

<https://ecode360.com/48188985?highlight=c-fh&highlight=commercial&highlight=district&highlight=districts&highlight=forest&highlight=hill&searchId=13780226371649807#48188985>

The City of Pacific Grove has a sidewalk maintenance requirement. If damaged, the City can demand that the property owner make repairs to or replace damaged sidewalks. Additional information can be found here:

https://files.cityofpacificgrove.org/Document_Center/Resolutions%20&%20Ordinances/Ordinances/2018/18-007-sidewalk-repair-procedures-ord.pdf

The site does not appear to be located in a liquefaction zone. The interactive California Geological Survey Liquefaction Map can be found here:

<https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/>

It is our interpretation that the City of Pacific Grove has a requirement for a sewer lateral inspection prior to the transfer of real property and the City requires that property owners maintain their private laterals. The sewer inspection form can be found here:

https://files.cityofpacificgrove.org/Document_Center/Form/Community%20development/Building/sanitary-sewer-lateral-inspection-form-pdf.pdf

Documents and websites reviewed during the preparation of this report include:

1. Pacific Grove Municipal Code;
2. Pacific Grove GIS Map;
3. Monterey County GIS Map;
4. Monterey County Assessor's Parcel Map;
5. Monterey County Assessor's Parcel Information Summary;
6. Pacific Grove building permit information;
7. Various City of Pacific Grove information websites;
8. Historical aerial photos;
9. Chicago Title Preliminary Report.

An easement for parking access for the adjacent parcel to the south has been granted to Country Club Gate Center. An easement for gas and electric utility service has been granted to PG&E. An easement for water utility service has been granted to California American Water.

Copies of pertinent documents are included in the Appendix.

III. PROPERTY CONDITION ASSESSMENT

Please refer to the attached Figures and Photos to supplement the site descriptions and building conditions.

A. GENERAL

A.01 Introduction

The primary pedestrian entrance to the building is located in the reentrant angle at the southwest portion of the building. Concrete public sidewalks—which meander—with concrete street curbs and curb cuts are situated along Forest Lodge Road; there are two curb cuts for vehicular ingress and egress.

At the time of our site visit, the building was almost 96% occupied by three tenants with one small vacant tenant space. The shopping/office center to the south of the subject property is the Country Club Gate Center. The subject property was originally developed as a part of that facility.

The quality of maintenance appears average for interior elements to below average for building exterior and site elements. Perhaps the most egregious evidence of deferred maintenance is seen on the BUR roofing system, the building exterior finishes, and the asphalt paving.

Though the building is currently operational and generally serviceable, several major building systems are at or approaching the end of their EUL, and will require near-term capital investment. The primary cost drivers include asphalt paving, roofing, HVAC, and electrical infrastructure, all of which are core site and building elements. Remedial measures to address deficiencies in these elements should be viewed as necessary capital expenditures rather than discretionary upgrades in the near future. The estimated \$1,037,623 in Immediate Needs and five-year replacement reserves costs is largely attributable to these elements and systems reaching end of their EUL during the reserve term. This amount represents the required investment to

maintain ongoing operations and to support tenant occupancy. In addition, certain existing conditions—including HVAC capacity and performance limitations, aging building systems, and deferred exterior finishes and roof maintenance—may impact tenant experience, leasing competitiveness, and potential building downtime during future capital work.

Further investigation is also recommended in key areas, including sewer lateral compliance; seismic performance, given the building's age; and utility service configuration. All of these factors introduce additional uncertainty that may affect future capital planning.

A.02 Property Summary Data

Assessor's Parcel Number:

007-102-019-000

Address:

511 Forest Lodge Road
Pacific Grove, CA 93950

Zoning District:

C-FH (Forest Hill Commercial)

Likely Occupancy Type:

Group B: (Business—office)

Reported Year of Completion of Construction:

1986

Construction Type:

Type V-B, non-fire resistive rated, fully fire sprinklered

Construction System:

The building's wall, roof, and second floor structural systems consist of conventional Type V wood stud framing. The flat roof deck and the second floor are supported by metal web and wood truss joists; panelized plywood decks are installed on the roof and second floor levels.

The ground floor is a reinforced concrete slab-on-grade. The foundation likely consists of a continuous shallow spread footing around the building perimeter.

Seismic Upgrades:

Seismic upgrades have reportedly not been performed, and no evidence of such was observed. We found no building permits for such upgrades.

Flood Zone:

FEMA Flood Zone X (unshaded)

Site Area:

2.220 acres (96,703.2 SF)

Number of Buildings:

One

Reported Floor Area:

21,469 SF

Number of Stories:

Two

Approximate Height:

28'-0"

Parking:

86 Total stalls (by count)

Accessible Parking:

Compliant: Four Accessible stalls are provided, one of which is Van Accessible.

Path of Travel:

Generally "Good" level of compliance meeting current Accessibility code requirements. The slope of the site is problematic for complete compliance with all current Accessibility codes concerning exterior path of travel.

Restrooms:

"Good" level of compliance meeting current Accessibility code requirements.

A.03 Property Directory

Owner:

Wolf Family Investments LP
PO Box 1067
Monterey, CA 93942

Roof Maintenance:

YSS Builders
3062 Vaughn Avenue,
Marina, CA 93933

Fire Sprinkler Testing:

A & B Fire Protection
627 Brunken Avenue, Suite A2
Salinas, CA 93901

Fire Alarm Monitoring & Inspection:

Precision Alarms & Automation Solutions
121 Spreckels Blvd., Bldg. # 4
Spreckels, CA 93962

A.04 Utility Services

Water: California American Water

Sewer: City of Pacific Grove

Electricity & Natural Gas: PG&E

B. SITE DEVELOPMENT AND LANDSCAPING

The subject parcel is developed with one building, concrete-paved public sidewalks and walkways, and an asphalt-paved, at-grade parking lot. Landscaping is provided; an irrigation system is installed. Good drainage characteristics should prevail.

B.01 Landscaping and Irrigation

The physical condition of the landscaping and irrigation system appeared "Good" to "Fair", with the bias towards "Fair".

Landscaping consists of mature trees and shrubs and grassy areas. The grassy areas contain volunteer growth, and have a purposefully untended, native appearance. We evaluate the grassy areas—which could also be described as weeds—in overall "Fair" condition, but we make no recommendation for remedial measures since the native aspect appears purposeful. Many of the "grassy areas" are not particularly grassy, as they are in abundant shade which hinders plant and ground cover growth.

Many of the trees have Spanish moss on them; this is not a necessarily a deficiency, merely an observation. Landscaping elements directly adjacent to the building perimeter are sparse. Numerous tree stumps were observed around the site. We recommend stump grinding as an aesthetic measure.

An irrigation system with two programmable controllers is installed, but the system does not serve the overwhelming majority of the grassy areas. Only those grassy areas quite close to the building perimeter purposefully receive irrigation water. We make no recommendation to extend the irrigation system to cover the entirety of the grassy areas. No irrigation vault covers were removed during our site visit.

We are including an allowance for general landscape upgrades; this allowance includes within it funds for stump grinding. The allowance is included as a single line item in the Immediate Needs and Replacement Reserves Analysis Spreadsheet (the Spreadsheet).

B.02 Parking, Driveways, and Concrete Site Work

The physical condition of the parking, driveways, and concrete site work appeared “Good” to “Fair”.

On-site parking is provided in an asphalt-paved surface lot with a total of 86 stalls. The subject property’s parking area is contiguous with that of the adjacent property to the south. To reach the other property’s parking area, one must use the drive aisles on the subject property. An easement for parking access is in effect and is assigned to Country Club Gate Center.

The asphalt paving was last resealed and restriped in October of 2015. We typically recommend resealing and restriping on a five year schedule; this work is recommended during the reserve term.

The current municipal code requirement for off-street parking for office occupancies is 1 per 300 SF of floor area; this would require 71 stalls for the subject building. The provided parking exceeds that.

The asphalt paving has several meandering and linear cracks; alligator cracking was also observed, as was evidence of past asphalt repairs. Overall surface

degradation was also observed in several areas where a rough, deteriorated surface is evident. Full-depth and minor repairs are recommended along with resealing and restriping the asphalt paving.

Concrete public sidewalks and concrete curbs are installed along Forest Lodge Road. There are two concrete curb cuts for vehicular access. A concrete curb ramp for wheelchair access is located on the site to the south of the main building entrance. Concrete walkways are provided adjacent to the building. Concrete site work appeared in generally “Good” condition though some minor deficiencies were observed, such as meandering cracks and cracks creating voids in the concrete; these deficiencies are minimal and do not warrant a recommendation for remedial measures since they are primarily an aesthetic concern. Concrete cracks naturally as part of its aging process.

We also observed several locations where there are changes in elevations in excess of ¼ inch between concrete sidewalk panels or at cracks. These represent tripping hazards. We recommend concrete grinding to eliminate the minor changes in elevation. In those places where the elevation change or damage is more egregious, we recommend that complete concrete panel replacement be undertaken.

Costs estimates for concrete repairs and for asphalt paving repairs, resealing, and stall restriping are included in the Spreadsheet.

B.03 Site Drainage

The physical condition and adequacy of site drainage appeared “Good”.

The property was observed in dry weather. Walkways, landscaping, and the asphalt-paved areas are sloped to convey water away from the building. Surface drainage is by sheet flow to drain inlets located in the parking lot and in other areas around the site, as well as to drive aisles and street gutters. Storm water is conveyed to the municipal storm water main beneath the Forest Lodge Road. Parking lot and other drain inlets were generally clear of dead vegetation and other debris.

There is however one drain inlet near the main building entrance that requires attention. It presently has a small wooden frame around it with a plywood cover. The frame and the plywood cover are in a degraded condition. Much of the drain grate is covered with rocks and dead vegetation. We recommend that the drain be cleared and that a more permanent solution for an inlet cover and frame be designed and constructed.

Minor accumulations of dead vegetation were observed at some drain inlets; cleaning is recommended. This is a matter of routine maintenance and a cost estimate is not included in the Spreadsheet.

The site is located within FEMA Flood Zone X (unshaded) per FIRM Panel No. 06053C02306H, dated June 21, 2017. FEMA describes Flood Zone X (unshaded) as an area of minimal flood hazard, usually depicted on flood maps as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from a 100-year flood.

The property manager reported no instances of flooding into the building over the last six years, the time period about which we inquired.

A cost estimate for remedial measures to address the problematic drain inlet is included in the Spreadsheet.

B.04 Miscellaneous Items and Support Structures

The physical appearance of the miscellaneous items appeared “Good” to “Fair”.

There is a small, detached wood-framed garage to the east of the subject property. That building is on an adjacent parcel and is not within the scope of work for this project.

A concrete masonry unit (CMU) trash enclosure is located along the east elevation of the east wing. The enclosure is open to the sky and has a pair of chain-link gates. Unpainted wood slats are interwoven into the chain-link. The wood slats are in a degraded condition; slat replacement is recommended. This is a minor repair and a cost estimate is not included in the Spreadsheet.

The property manager reported that this trash enclosure and its dumpster are shared with the building—likely the office building—on the parcel to the south.

Short CMU retaining walls are located on the subject parcel. A taller set of CMU retaining walls is located along the south site perimeter on its east side. It is unknown on whose property the taller retaining wall and fences are situated.

The CMU trash enclosure and the retaining walls have a generally run-down appearance. For the exterior elements that are the responsibility of the owner of the subject property, pressure washing is recommended. This is a matter of routine maintenance and a cost estimate is not included in the Spreadsheet.

B.05 Fencing and Screening

The physical condition of the fencing appeared “Good” to “Fair”.

As noted above, a black-painted chain-link fence is located along a length of the south property line in the eastern portion of the parcel. It is unknown on whose property this fence is situated.

The fence has peeling paint. Should this fence be the responsibility of the owner of the subject property, repainting is recommended as part of the general exterior repainting discussed in Section C.02. A separate line item for the fence is not included in the Spreadsheet.

B.06 Signs and Identification

The physical condition of signage appeared “Good”.

A small monument sign, approximately 54 inches in height, is located near the east curb cut on its west side. The sign is double-faced and non-illuminated; it is mounted on a small, precast concrete slab. The sign is likely metal-framed and has painted, textured finishes on metal face panels. The sign carries the address of the subject building (511) and that of the office building on the adjacent parcel to the south (220), in addition to some tenant names.

A freestanding painted, wood-framed tenant directory sign is located in a landscaped area near the main entrance of the subject building.

Painted elements of the signs should be repainted as part of the general exterior repainting discussed in Section C.02.

B.07 Stairs, Landings, and Railings

The physical condition of the stairs, landings, and railings appeared “Good” to “Fair”.

Two sets of exterior stair are provided. At the main entrance, the set of concrete-paved stairs with brick accents has only two risers. A wheelchair ramp is adjacent to these stairs. Painted steel tube handrails are provided at the stairs and ramp. These site elements appeared in generally “Good” condition.

Along the north elevation of the west wing, a set of cast-in-place concrete stairs with wood railings is installed. These stairs have a generally run-down appearance with peeling and faded paint in evidence on the railings; we evaluate these stairs as in “Fair” condition. In lieu of recommending remedial measures for these stairs, we are recommending in Section G.02 that new, fully Accessibility compliant railings be installed.

Deficiencies for stairs and railings for Accessibility are discussed in Section G.02.

B.08 Support and Dock Areas

Support and loading dock areas in the sense of a dedicated deck or apron served by large doors—typically overhead coiling doors—are not provided. Deliveries can be made at the main pedestrian entrance door.

Though there is a small overhead coiling door near the southeast corner of the east wing, it has been walled-off on its interior side, making it inaccessible. The exterior of this door should be repainted as part of the general exterior repainting discussed in Section C.02.

C. EXTERIOR ENVELOPE

The building’s exterior envelope includes a flat roof HVAC equipment well with a BUR system. Around the building perimeter, a concrete tile roofing system is installed on the mansard pitched roof areas. Exterior finishes consist of wood plank siding with a vertical orientation with an elastomeric paint finish. Black anodized aluminum-framed windows are installed on all elevations.

C.01 Roof and Accessories

The physical condition of the roofing systems and accessories is evaluated as “Good” to “Poor”.

A 4-ply BUR system is installed in the HVAC equipment well where a flat roof with minimal slopes is provided. The roofing system has a white mineral granule top sheet; granule separation from the cap sheet is evident. Small accumulations of separated granules were observed in numerous locations, particularly near roof drains and in areas of past ponded water. We evaluate the BUR system as in generally “Poor” condition.

We assume the BUR system dates to August of 2007. A building permit for a re-roofing project, No. 6529, was finalized on the 28th day of that month. The BUR system has an overall run-down appearance with evidence of past repairs and past ponding observed in numerous locations.

Owing to the observed degraded condition and evidence of egregious deferred maintenance, the remaining useful life of the BUR system is uncertain and likely shorter than typical reserve assumptions. Though the system is still possibly within its nominal 20-year EUL, deferred maintenance over the life of this roof causes us to evaluate that the *effective* age of the roof is well beyond 20 years. We recommend replacement of the BUR system during the reserve term. This recommendation is made primarily to mitigate leak risk, damage to interior finishes, damage to structural elements, and tenant disruption.

A gray mineral granule cap sheet is applied on the vertical inside faces of the 8 foot tall parapets at the equipment well; this membrane should also be replaced in conjunction with the replacement of the

horizontal roofing system. We suggest that a single-ply thermoplastic polyolefin (TPO) roofing system be chosen as the new roofing system for both the vertical and horizontal surfaces of the equipment well. New flashings and parapet caps should also be provided.

Around the perimeter of the building, a concrete tile roofing system is installed on the mansard pitched roof areas. The age of the concrete tile roofing system is unknown, though we assume it may well date to original construction in 1986.

The concrete tile roofing system appeared in generally “Good condition, though its assumed age—40 years old—is readily apparent. Lichen growth is evident. Though several broken tiles were observed—and should be repaired as a matter of routine maintenance—these types of roofs can last 50 years or longer provided leaks are addressed in a timely manner and damage to the substrate is avoided.

We typically do not include items of routine maintenance as line items in the Spreadsheet, except in the instance where egregious damage was observed or appears imminent. Where damaged tiles were observed, the quantity of them is not egregious and no current known leaks through the roofing systems were reported by the building manager.

Replacement of the concrete tiles does not appear necessary during the reserve term. However, should leaks through the concrete tile roofing system become problematic, replacement as an optional Modernization item is recommended.

Roof warranty information was requested, but not provided at time of writing. We assume that the original installer’s warranties long ago expired. It is possible that the warranty for the BUR system installed in 2007 has not yet time expired; the roofing system may have carried a 20-year warranty, though this is only speculation. For all intents and purposes, it appears safe to assume that roof warranties are no longer in effect, or that they will expire early in the reserve term.

Roof maintenance and repair costs are paid for by the owner with the costs passed through to the

tenants. Routine roof maintenance is provided on a quarterly schedule, and also if and when needed.

We recommend an annual contract be initiated and maintained to provide scheduled periodic inspections, cleanings, and minor repairs of the new roofing systems, when installed. This contract is a matter of routine maintenance and a cost estimate is not included in the Spreadsheet.

Roof Drainage

The flat roof equipment wells have minimal slopes conveying storm water to atrium-grated roof drains located in shallow sumps; open pipe overflow drains are provided for overflow protection. Copper HVAC condensate drain lines are routed to roof drain locations.

To promote improved drainage and mitigate ponded water, we recommend that new tapered insulation be installed in conjunction with the new flat roof system.

Our cost estimates for the new roofing systems are for complete tear-off systems and are included in the Spreadsheet; the line item for the concrete tile roof replacement is included in the separate Modernization category.

C.02 Exterior Finishes

The physical condition of the building exterior appeared in “Good” to “Fair” condition, with the bias towards “Fair”.

Exterior finishes consist of irregular width wood plank siding with a vertical orientation; the siding has an elastomeric paint finish (cream color). Horizontal and vertical wood trim pieces are painted in a darker accent color (rust red). The age of the exterior paint finishes is unknown. The exterior of the building has a somewhat run-down appearance. Spider and insect webs are in evidence in numerous locations. Repainting of all exterior elements provided with a paint finish is recommended during the reserve term; the webs should be cleaned off before repainting.

Rotten wood was observed in several locations. It is most egregious on the west elevation L-shaped

balcony on the west wing. We recommend that all rotten wood be replaced in conjunction with the complete exterior repainting recommended in this section.

The current condition of the exterior finishes may negatively impact potential and current tenant perception and leasing competitiveness. We observed what we categorize as egregious deferred maintenance with the building's exterior finishes—especially regarding the rotten wood—and we note that the exterior appearance of the building plays an outsized role in the perception of overall asset condition.

Lichen growth on the balcony floor outer edge trim and at the pitched roof eave outermost trim was observed. Lichen growth should be removed prior to repainting to identify if rotten wood is present beneath the growth.

Cost estimates for complete exterior repainting and an allowance for rotten wood replacement are included in the Spreadsheet.

C.03 Doors, Windows, and Skylights

The physical condition of doors, windows, and skylights appeared “Good” to “Fair”.

We assume all these building elements date to original construction, with the possible exception of the main entrance doors.

Black anodized aluminum frame windows in elongated punched openings are installed on all elevations. The single-pane glazing has a light gray integral tint. Windows have both fixed and operable lites. We observed no drooping, shrunk, or displaced rubber window seals, but our examination of these building elements was not comprehensive. Observations of second floor windows were typically made from grade, except for those windows adjacent to the balconies.

No known, current leaks at window and exterior wall systems were reported by the property manager. A recent window leak has reportedly been repaired. Though the tenant, California America Water, told us during the site visit that leaks at two windows on the first floor—that had reportedly been repaired—are

believed to persist. Should leaks still be present, the cost to provide remedial measures is covered by the contingency allowance described in the following paragraph.

Owing to the assumed age of the windows, we are including an allowance for window seal repairs/ replacement during the reserve term, should water penetration issues at windows develop. This recommendation is not predictive, but it is made as a contingency measure to maintain the windows in “Good” condition.

Two displaced window screens were observed on the L-shaped balconies; replacement is recommended. This is a minor repair and a cost estimate is not included in the Spreadsheet.

The exterior main entrance doors are black anodized aluminum storefront type with laminated glazing matching the windows. Painted wood doors, likely hollow-core, are provided at secondary exits. Painted wood doors with glass lites are also provided for balcony access and at the southwest corner of the building. The exterior wood doors and their frames should be repainted as part of the general exterior repainting discussed in Section C.02.

Four skylights are installed in the flat roof area; there are two skylights on each wing. The skylights appeared in “Fair” condition. They have Kynar-coated aluminum frames and square domed polycarbonate or acrylic lenses. The frames measure 60” x 60”. One lens is transparent and bronze colored; the other three are translucent white. We recommend that the skylights be replaced during the re-roofing discussed in Section C.01.

Cost estimates for window seal maintenance and for new skylights are included in the Spreadsheet.

C.04 Patios, Terraces, & Balconies

The physical condition of the balconies appeared “Good” to “Fair”, with the bias towards “Fair”.

Patios and terraces are not provided.

There are two L-shaped balconies, one on each wing of the building. They are accessible from the interior. They have a concrete deck and painted wood-

framed guardrails; the railings do not comply with current codes for baluster spacing. Though not measured, the railings do not appear to meet the current code height requirement (42 inches). We recommend as an optional Modernization item, that new compliant guardrails be installed.

A third balcony with a seating area is located in the reentrant angle above the main entrance on the west wing. This balcony has a wood-framed deck and a solid, wood-framed guardrail. Though not measured, this railing does appear compliant with code for height.

A cost estimate for new code compliant guardrails on the L-shaped balconies is included in the Spreadsheet in the separate Modernization category.

D. Structural Elements

The building was likely designed and constructed to meet the requirements of the 1982 edition of the UBC. This is a pre-Northridge earthquake edition of the building code which had significantly less stringent seismic resistance requirements than code editions published after that earthquake, which occurred on January 17, 1994. The first post-Northridge edition of the code was the 1997 UBC. No evidence that seismic structural upgrades have been performed was found in building permit records and none was observed in visible structural elements. The property manager also reported that none had been performed to her knowledge.

We observed no anomalies in the structural members which were visible, though opportunities for observations of such members are highly limited in this building.

D.01 Foundations

The physical condition of the foundation appeared “Good”.

The ground floor is a reinforced concrete slab-on-grade. The foundation likely consists a continuous shallow spread footing around the building perimeter. The slab is visible in only a very small portion of the building in the first floor janitor’s closet.

No signs of significant building settlement, distress, or overloading were noted at any of the foundation elements we observed during our site visit. The property manager reported no instances of known soil subsidence or differential settlement of the concrete slab.

In first floor breakrooms where vinyl composite tile (VCT) is installed, some typically minor edge puckering of the tiles was observed; this can be caused by water migration through the concrete foundation slab when an impermeable floor finish—such as VCT—is installed. We recommend that calcium chloride testing be performed to determine the water pressure through the slab as an informational measure.

Should the water pressure be of a threshold high enough to justify the installation of a new surface applied waterproof membrane, we recommend that the VCT be removed in the affected areas and the surface of the concrete slab be bead blasted and sealed with a waterproof membrane. Thereafter, a new floor finish can be installed. Complete re-sealing and re-flooring would be best accomplished during a tenant improvement (TI) project when the space has been vacated.

We are including an allowance for this testing in the Spreadsheet. We are also including a contingency cost estimate for remedial measures to mitigate water migration and for the installation of new floor finishes. Since the results of the recommended water pressure testing are unknown—as is the floor area for which remedial measures would need to be applied—our estimate must be understood to be an order-of-magnitude figure only. The cost for these remedial measures and for the application of new VCT flooring is in the \$8.00 to \$10.00/SF range. Our optional Modernization estimate is based on an assumed 1,000 SF of affected area.

D.02 Wall Construction

The physical condition of the wall construction appeared “Good”.

The perimeter and interior walls are of conventional Type V wood stud framing. All observed walls appeared plumb. No leaks through exterior walls were reported.

D.03 Roof/Floor Framing

The physical condition of roof and floor framing appeared “Good”.

The roof and second floor structural systems consist of conventional Type V wood framing. The second floor and flat roof deck are framed with metal web and wood truss joists; panelized plywood decks are installed on the roof and second floor levels. The pitched roofs have 2x wood stud rafters and struts and a plywood deck.

E. Interior Finishes

Common areas are provided; the building is currently configured for four tenants.

The installation and maintenance of tenant space interior finishes are a tenant responsibility under the terms of typical triple-net leases. The costs to replace and maintain tenant space interior finishes are an ongoing maintenance expense and a tenant responsibility.

The costs to replace and maintain common area interior finishes are an ongoing maintenance expense and the responsibility of the building owner.

Costs for both tenant space and common area interior spaces are not included in the Spreadsheet unless egregious damage or deterioration is present, none of which was observed during our site visit.

E.01 Floor & Base Finishes

The physical condition of floor and base finishes appeared “Good”.

Office Areas

Broadloom carpet is installed with a 4” top-set rubber base.

Corridors and Lobbies

Broadloom carpet with a 4” top-set rubber base is provided in corridors and the second floor elevator lobby. The first floor lobby has polished stone floor tiles with a matching stone base.

Restrooms

Restrooms are provided with ceramic tile flooring and matching base.

Secondary Spaces

Breakrooms, storerooms, and copier rooms have VCT as the typical floor finish; a 4” top-set rubber base is provided. The first floor janitor’s closet has the exposed concrete slab as the floor finish. The second floor janitor’s closet has the exposed plywood deck as the floor finish. No base molding is provided in the janitor’s closets.

E.02 Wall Finishes & Doors

The physical condition of wall finishes and doors appeared “Good”.

Hollow core doors with wood veneer facings are installed in the overwhelming majority of interior locations; the doors likely have a cellular core of expanded corrugated kraft paper with particleboard lock blocks. Lever door handle hardware is provided.

Office Areas

Painted gypsum board walls are provided.

Corridors and Lobbies

Painted gypsum board walls are provided.

Restrooms

Ceramic tile wall facings are the predominant wall finish. Fluted fiber composite wall panels are also installed.

Secondary Spaces

Painted gypsum board walls are typically provided. The walls are unpainted gypsum board in the janitor’s closets.

E.03 Ceiling Finishes

The physical condition of ceiling finishes appeared generally “Good”.

Office Areas

Suspended 24" x 48" acoustical ceiling tiles systems are installed.

Corridors and Lobbies

Suspended 24" x 48" acoustical ceiling tiles systems are installed in the second floor corridor and elevator lobby. Painted gypsum board is the ceiling finish in the first floor lobby.

Restrooms

Painted gypsum board is the ceiling finish.

Secondary Spaces

Breakrooms, storerooms, and copier rooms have suspended 24" x 48" acoustical ceiling tiles systems. The janitor's closets have painted gypsum board ceilings. A small service room on the second floor has the exposed roof structure above as the ceiling finish.

E.04 Interior Stairs

The physical condition of interior stairs appeared "Good".

Three sets of wood-framed interior stairs are provided. The stairs are carpeted with closed risers and painted steel tube or stained wood railings. The stairs, railings, dimensions—though not measured—and tread striping appear to meet current building code requirements, including those for Accessibility.

F. EQUIPMENT AND SYSTEMS

Twelve roof-mounted packaged units with natural gas-fired furnaces are installed. The total cooling capacity is 43 tons; total heating input capacity is 864,000 BTU/hr.

The building's electrical system consists of a 1,200 amp, 208Y/120 volt, three-phase, four-wire main service entrance switchboard fitted with a 1,200 amp main disconnect. Copper wire-in-conduit runs are installed for distribution needs.

California American Water provides water service. The City of Pacific Grove provides sewer service. The building is fully fire sprinklered. A fire alarm system is installed.

Natural gas is consumed by the twelve rooftop packaged unit furnaces and the water heater.

An easement for gas and electric utility service has been granted to PG&E. An easement for water utility service has been granted to California American Water.

F.01 Meters

The physical condition of the observed utility meters appeared "Good".

One PG&E Smart Meter is installed on the main electrical service entrance equipment, which is located in an exterior set of enclosures along the east elevation of the east wing. There are also four empty meter slots.

PG&E provides natural gas to the property from a meter cluster on the adjacent parcel to the south. An automatic seismic shutoff valve is not installed.

California American Water supplies domestic, fire, and irrigation water service to the property; it appears water is provided via an underground feed from the adjacent property to the south. Two pressure reducing valves (PRV) are installed where the domestic water service enters the building adjacent to the south elevation of the east wing.

Several water utility vaults are located on the parcel to the south in close proximity to the subject building near the PRVs. No vault covers were removed during our site visit.

F.02 Mechanical - HVAC

The HVAC systems are evaluated in "Good" to "Fair" physical and operational condition, with the bias towards "Fair".

All cooling units use R-22 refrigerant, which is being phased-out as part of the Montreal Protocol, which the United States committed to as a collaborative, international effort to regulate and phase out ozone-

depleting substances. In 2010, the U.S. called for the end of newly manufactured air conditioning units and heat pumps that use R-22 because of its particularly harmful impact on the ozone layer when released into the air. On January 1, 2020, the U.S. Environmental Protection Agency (EPA) banned the production and import of R-22. R-22 will become more scarce and costly during the evaluation period.

Space Cooling and Heating

Twelve roof-mounted packaged units with natural gas-fired furnaces are installed. Total cooling capacity is 43 tons; total heating input capacity is 864,000 BTU/hr. The packaged units were manufactured by Bryant. Overall cooling density is 499 SF per ton. The density is higher (worse) than the range (250 to 450 SF per ton) considered normal for buildings in this service and geographical location. The tenant California American Water indicated that the cooling capacity seems inadequate for their tenant space in the open office areas. Indeed, on the day of our site visit—a day when the outside temperature was in the high 80s—the temperature in those portions of the building felt warm. The provided cooling capacity is not meeting standard occupancy cooling requirements and may impact tenant comfort and usability during peak conditions.

The heating density is 40.2 BTU/hr per SF. This is well above (better than) what is considered a normal range for buildings in this service and geographical location (12-18 BTU/hr per SF) and appears adequate for current tenant needs.

The packaged units were manufactured and installed in 2007. They will reach their nominal 20-year EUL during the reserve term. Replacement of the twelve packaged units is recommended as a near-term item. This recommendation is made in no small part owing to the approaching functional obsolescence of the installed packaged units due to R-22 refrigerant phase-out and the increasing difficulty and cost of future servicing.

Control System

Digital, programmable thermostats regulate interior temperatures in their dedicated zones.

Ventilation

Roof-mounted exhaust fans and static vents provide ventilation for the restrooms, breakrooms, and janitor's closets. The packaged units are also likely fitted with economizers to utilize outside air when weather conditions are favorable.

Equipment

HVAC equipment maintenance and repair costs are paid for by the owner with the costs passed through to the tenants. The attached mechanical equipment list provides a brief description of the installed core HVAC equipment and indicates the age and estimated remaining useful life expectancy of the installed units.

Based on the age of the equipment, the one-year installer and manufacturer's limited warranties for the HVAC equipment have all expired.

A 3 ton mini split-system has been installed by California American Water to provide dedicated cooling to their server room; this split-system does not contribute to core building cooling. The system was manufactured by CAC/BDP (Carrier) in 2021 and installed in 2022.

A cost estimate to replace the existing roof-mounted HVAC equipment is included in the Spreadsheet. We further recommend that more than 43 tons of cooling capacity be provided by the new equipment. For cost estimating purposes, we are using 55 tons in the Spreadsheet. This tonnage would yield a cooling capacity of 390 SF/ per ton. We recommend that a mechanical engineer be consulted to determine more definitively the amount of cooling capacity required; there is no cost estimate associated with this recommendation.

F.03 Electrical

The physical condition of the electrical systems appeared "Good" to "Fair".

Power Supply

PG&E transformers are located on a concrete pad and in underground vaults on the adjacent parcel to the south; this equipment is near the southeast corner of the subject building and near its main

electrical service entrance equipment. We assume one of these transformers serves the subject property.

The property is provided with 208Y/120 volt, 3-phase, 4-wire electrical service. The main electrical service entrance switchboard is installed in an exterior enclosure; the switchboard, the sub-mains, and the main disconnect are rated at 1,200 amps. This equipment and the smaller branch circuit breaker panels inside the building were manufactured by Square D. This equipment likely dates to original construction, though it is possible that the interior branch panels may be newer. Copper wire-in-conduit runs feed building electrical needs. Ground fault circuit interrupter (GFCI) receptacles were observed at all required wet locations.

Using 1,200 amps as the total building amperage capacity, overall building electrical density is 16.1 watts per SF, which is within a range considered adequate for buildings in this service and geographical location (12 to 18 watts per SF).

No evidence of infrared scanning of the electrical distribution system was observed. Scanning detects hot spots and loose connections that develop over time, identifying problems early and preventing costly repairs in the future. We recommend that infrared scanning be conducted on a triennial basis.

Circuit breakers rated at 1,000 amps and higher are not required to be tested on 208 volt systems.

We observed rust on the exterior switchboard enclosures with rust-through in places. Owing to the likely age of this equipment (40 years old) and the degraded condition because of the rust, we recommend that the main service entrance equipment be replaced.

Cost estimates for infrared scanning and to provide new main service entrance equipment are included in the Spreadsheet. Main electrical service entrance equipment replacement is recommended as an Immediate Need line item owing to the corrosion and the age of the equipment. We further note the increased risk of failure and potential service disruption posed by the rust-through and possible

water intrusion into the enclosures and the impact such a failure would have on tenant habitability.

Lighting

We assume that LED lighting fixtures are installed in the two tenant spaces we entered and in the common areas. The majority of fixtures are recessed 2-lamp strip fixtures with acrylic diffusers installed in the ceiling grids. Recessed 4 inch can fixtures and pendant downlights are installed in restrooms. Lighting operates on 120 volts.

Exterior Lighting

Surface mounted LED downlights are provided on the eaves and in the main entrance canopy. Single-head, pole-mounted LED fixtures are installed in the parking lot.

Energy Management System

A building management system (BMS) for the HVAC equipment is not installed. Time clocks control both interior and exterior lighting. Proximity sensor and manual light switches are installed.

Emergency Power

A diesel-fired Kohler emergency generator is installed on a concrete pad along the east elevation of the east wing; it was installed and is maintained by California American Water. As tenant-installed equipment, its evaluation is outside the scope of work for this report.

Emergency lights and illuminated exit signs have battery back-up power. The batteries were last replaced in February of 2023.

F.04 Gas

The physical condition of the gas equipment and distribution system is evaluated as "Good".

A gas meter cluster is located on the adjacent parcel to the south; we assume one of the meters serves the subject property. An automatic seismic shutoff valve is not provided at any meter in the cluster or for the primary gas service line itself; installation of a shutoff valve is recommended.

Gas is consumed by the twelve roof-mounted furnaces in the packaged units and by the single water heater. Flexible gas line connectors are installed on all gas-fired equipment.

A cost estimate to provide an automatic seismic shutoff valve is included in the Spreadsheet.

F.05 Plumbing

The physical condition of the plumbing appeared “Good”.

Supply Piping

California American Water supplies domestic, fire, and irrigation water service to the property; it appears water is provided via underground feeds from the adjacent property to the south. Above-ground backflow prevention devices were not observed.

Waste Piping

Wastewater and vent piping within in the building is hubless cast iron. Underground waste piping is polyvinyl chloride (PVC).

The City of Pacific Grove requires a sewer lateral inspection as a mandatory measure prior to the sale of real property; we recommend that a video snake inspection of the underground sewer lines be conducted by a licensed plumber to evaluate the condition of the underground sewer lines. This inspection must be conducted prior to title transfer.

Fixtures

Men’s and women’s restrooms are provided on both floors. The first floor restrooms are within the tenant space of California American Water, who occupies the entirety of the first floor. Second floor restrooms are in a common area. Low flush volume toilets and urinals are installed. Toilets are floor-mounted, flush valve units. All toilet room fixtures have proximity sensor flush actuation. White ceramic sinks are mounted under-counter. Proximity sensor faucet controls are provided.

All four restrooms received new interior finishes and plumbing fixtures in the early 2020s.

Domestic Hot Water

Domestic hot water is provided by one Bradford White gas-fired heater with a 40 gallon capacity. It was manufactured in October of 2017 and is located in the second floor janitor’s closet. We assign a 15-year EUL to residential tank-type water heaters. The unit has a flexible gas line connection and compliant seismic strapping. Replacement during the reserve term appears unlikely, barring premature failure.

The cost estimate for a video snake sewer line inspection is included in the Spreadsheet.

F.06 Fire Protection

The physical condition of the fire protection systems appeared generally “Good”.

Firewater Distribution and Suppression Devices

The building is fully fire sprinklered with a wet pipe system. Both the annual (March 2026) and five-year (March 2024) sprinkler system inspections are current. Spare sprinkler heads are found in a wall-mounted box in the first floor janitor’s closet. The riser is in an exterior location near the southwest corner of the west wing. Water pressure at the riser was observed at 116 psi.

Five lb. ABC fire extinguishers are installed throughout the building, typically in semi-recessed wall cabinets; some are simply wall-mounted. All observed extinguishers had current annual inspection tags (October 3, 2025).

Fire Alarm Systems

The building is protected by a Honeywell FireLite addressable fire alarm control panel (FACP), model MS-9200UDLS. The fully addressable panel with 198 points monitors smoke detectors, manual pull stations, and riser tamper and flow switches. If alerted the panel signals building horns, strobes, and the building fire bell. The panel also transmits system status (alarms, supervisories, troubles, AC loss, etc.) to a Central Station via the public telephone network. Both remote and local programming of the FACP is possible.

Fire alarm device placements appeared compliant with current codes, including those for Accessibility. The required annual fire alarm inspection is current, dated February 2026.

The existing FACP is no longer made and supported by the manufacturer. Owing to its obsolescence, we recommend FACP replacement during the reserve term.

Smoke Detectors

Ceiling mounted smoke detectors were observed throughout the building. We assume that in-duct smoke detectors are installed for the HVAC system.

The cost estimate for a new FACP is included in the Spreadsheet.

F.07 Other Systems

Other systems were not observed.

F.08 Security System

Only one tenant, California American Water, has a security system installed. It has been installed and is maintained by the tenant. Evaluation of this system is outside the scope of work for this report.

F.09 Vertical Transportation and Conveying Systems

The physical condition of the vertical transportation system appeared "Good".

One hydraulic elevator rated at 2,500 lbs. is installed; it likely dates to original construction. The hydraulic pump equipment, controller, cab interior, and control panel were modernized in 2007. The new controller is a digital unit, likely replacing older relay-type equipment. Operation appeared normal during our rides on the elevator with nominal wait times.

The two-stop elevator has polished stone tile flooring, wood veneer laminate wall panels, an acrylic diffuser suspended ceiling grid, and brushed stainless steel control panels and door jambs. Strip fixtures above the diffuser grid provide lighting. A stainless steel tube handrail is affixed to the rear wall of the cab.

The inspection permit on display in the cab has expired. However, the property manager provided us with a copy of the recently received valid permit; a copy is included in the Appendix.

The latest five-year load test of the hydraulic elevator was performed by Schindler Elevator and occurred in February of 2026. An elevator maintenance contract is in effect with Schindler.

G. ACCESSIBILITY COMPLIANCE

The Accessibility Standards of the California Building Code (CBC), as adopted by the Pacific Grove Building Department, establish guidelines to afford access and mobility to a site or building to persons with disabilities. The standards are modeled on the Americans with Disabilities Act (ADA) which prohibits discrimination to access and use of areas of public accommodation and commercial facilities on the basis of disability.

Public-accessible facilities completed and occupied after January 26, 1992, are required to comply fully with the Americans with Disabilities Act Guidelines (ADAAG). In California, all new construction, as well as substantial renovations and upgrades to existing facilities, are required to meet the current Accessibility requirements of the CBC for public, quasi-public, and multi-residential environments.

Where CBC or local Accessibility requirements differ from those found in the ADA and are equal to or more stringent than those found in the ADA, the CBC or local requirements shall govern.

Older facilities are often held to a lesser standard of compliance to the extent allowed by structural feasibility, design logistics, historical status, or economics. Yet, regardless of age, areas accessible by the public must be maintained and operated to comply with the federal mandates of the ADA.

During the Property Condition Survey, a limited visual observation for Accessibility compliance was conducted. The visual observation scope was limited to areas of common use, such as the exterior site, entry areas, restrooms, doors, and hardware directly related to common areas. Off-site areas are typically not evaluated. The limited observation described herein is not a full Accessibility Compliance Survey.

Due to the variable nature of Accessibility compliance required of existing buildings and the variable nature of enforcement and interpretation of Accessibility requirements from community to community, analysis of what may be required in any future building permit application is outside the scope of work for this report, as is an analysis of the possible ramifications of legal and financial liability for any deficiencies in site and building Accessibility which are not remedied. It also bears mentioning that a set of plans that have been approved for a building permit by the Pacific Grove Building Department will not necessarily meet all the applicable requirements of the ADA.

Both the tenants and the building owner may be held responsible and financially liable for fines, penalties, settlements, and for correcting any deficiencies with exterior, interior, and toilet room Accessibility in the event that a complaint or lawsuit is filed in connection with deficiencies in Accessibility at the subject property.

It is outside the scope of work for this report to speculate on what degree of Accessibility would be required of any future TI project at the subject property by the Pacific Grove Building Department. Existing buildings—especially somewhat older ones built well before the existence of the ADA—can often be allowed to provide a significantly lower level than full Accessibility compliance owing to financial hardship and structural or site constraint infeasibility.

Discussions and negotiations with an Accessibility Plan Check engineer both before and during the Plan Check process can often result in a lower level of Accessibility compliance required with an existing building. It is not possible to predict in this report what that possible, speculative lower level of compliance would entail.

It bears mentioning that full compliance at this property is problematic owing to inherent site constraints because of the slope. Measures undertaken to provide a higher level of Accessibility code compliance than currently exists could trigger disproportionate costs during future improvements or repositioning.

G.01 Parking

The physical condition of parking for Accessibility appeared “Good”.

Four Disabled Accessible parking stalls are provided, one of which is Van Accessible. This combination of Accessible stalls (3 standard + 1 Van Accessible) is compliant with current Accessibility requirements. The Accessible stalls are located in close proximity to the primary pedestrian entrance at the reentrant angle on the west side of the building. Compliant Accessible stall signage is provided. The towing information sign required at the parking lot entrances or near the Accessible stalls is provided at both curb cuts along Forest Lodge Road.

The Accessible parking stalls and access aisles will require restriping in conjunction with the asphalt repairs and resurfacing recommended in Section B.02. The cost estimates for this are included in the Spreadsheet.

G.02 Path of Travel

The physical condition of the Path of Travel appeared generally “Good”.

An Accessible path of travel from the public sidewalk along Forest Lodge Road to the main entrance is not provided. Owing to the slope of the site, providing such an Accessible path is problematic.

An Accessible path of travel from the Accessible parking stalls to the main entrance is provided. One set of truncated domes are provided near the Accessible stalls. However, it is our interpretation that current Accessibility code requires truncated domes at the head of each parking stall access aisle. Installing two additional sets of truncated domes is recommended.

Throughout the building, door widths and hardware, thresholds, under-sink clearances, and interior stairs appear in general compliance with current Accessibility codes. The required ISA (International Symbol of Accessibility) sign is displayed at the main entrance.

The exterior stairs on the north side of the building have railings that are not compliant with current Accessibility codes; the baluster spacing is too wide. Additionally, they have an overall degraded physical appearance. The treads of these stairs lack the required visually contrasting stripe on each tread. We recommend that the existing railings be replaced with new, compliant railings and that the required stripes be provided on each tread.

Costs estimates to provide new stair railings and tread stripes and additional truncated domes are included in the Spreadsheet.

G.03 Toilets/Plumbing Fixtures

The physical condition of the toilet rooms and plumbing fixtures for Accessibility appeared “Good”.

The restrooms on both floors were both remodeled in the early 2020s. They appear compliant with current Accessibility requirements for hardware, mounting heights, drain pipe insulation, and dimensions. Horn and strobe alarm devices are installed, as required.

Water fountains are not installed.

G.04 Elevators

The physical condition of the elevator for Accessibility appeared “Good.”

One passenger elevator is installed. It appeared largely compliant with current Accessibility requirements. Audible and visual signals and Braille control indications are provided. A hands-free communications device is installed. Compliant door closure arrestors are provided. Jamb-mounted floor designation signage is not provided on either floor, installation of the required signage on both sides of the elevator door openings is recommended. This is a minor repair and a cost estimate is not included in the spreadsheet.

IV. CONSULTANT'S QUALIFIERS

A. Scope of Work

Ryan Miller Architects was retained to assess the existing site’s physical condition, improvements , and the building at the subject property; research available records; and interview individuals familiar with facility operations. We were tasked to identify construction and/or code deficiencies and to prepare a five-year spreadsheet for immediate and replacement reserve expenditures.

B. Methodology

We used industry standard cost estimating guides such as R. S. Means and Current Costs by Saylor Publications as well as our experience and judgment. We conducted spot-check pricing and used prices provided by local general contractors.

In preparing the report, we utilized industry standard guidelines as a basis for our inquiry including the “Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process,” outlined in ASTM E2018-24.

C. Assessment Criteria

In evaluating the property, “Excellent” is the best maintained property condition or new construction, with all the building equipment operational and no repairs necessary. A “Good” rating is for a condition that demonstrates consistent building and grounds maintenance, and all building equipment in sound operating condition, with only a few minor repairs needed. A “Fair” rating is for a condition that demonstrates some wear or damage present in the building and/or grounds elements, requiring repair or replacement work. A “Poor” rating is for a condition that is clearly the worst, with a uniform run-down appearance, damaged building elements, or inoperable building systems present.

D. Limiting Conditions

We conducted our site visit without a site escort. We accessed both floors and entered two of the three occupied tenant suites; the vacant tenant suite was

not made available to us. The third occupied tenant suite was locked and no one was in the suite during our site visit. We observed open office areas, some private offices, conference rooms, service rooms, the breakrooms, and all restrooms. We accessed both janitor's closets and a small closet where the FACP is located on the second floor. Some doors were locked and access into the rooms beyond was not possible.

We directly accessed the flat roof HVAC equipment well. We did not directly access the pitched roof areas; they were observed from grade and from the HVAC well by standing on the HVAC units when those were close enough to the parapets to afford a view below. The well parapets are 8 feet tall, which prohibited wide-scale visual access to the pitched roofs.

During the preparation of this report:

- Original construction drawings from the mid-1980s were not available;
- TI drawings from the early 2020s were not provided;
- An ADA survey was not provided;
- An ALTA survey was not provided;
- Roof warranty information was not available. We assume the roof warranties for both roofing systems have expired or will expire no later than 2027 for the BUR roof (if still in effect);
- HVAC system service contract documents were not provided;
- HVAC equipment warranties have expired;
- HVAC repair documents were not provided;
- Vendor service agreements were not provided, with the exception of the elevator service contract;
- Contracts for proposed future work were not provided.

An appraisal was not made available for the subject property. Quantities were arrived at with input from various sources—such as construction drawings, when available—and by our own count. We relied upon field observations and measurements. We typically recommend that, if feasible and permissible, all building materials or finishes be replaced in kind. We did not operate any building systems or equipment and did not perform any tests. This report does not confirm the presence or absence of hazardous materials.

This evaluation represents our opinion based on our site observations. It should be recognized that items other than those specifically identified in this report might require repair or replacement. Furthermore, this review is not intended to preempt in any way the technical or professional responsibility of the original design consultants.

The inspection procedures do not address termite or environmental inspection. The investigation scope was limited to accessible building areas, its structure, and its components. Physical removal of wall panels or similar items was not performed to determine structural soundness or equipment reliability.

We have visually assessed the subject property, both the land and the improvements thereon, where applicable. It is impossible to personally observe conditions that may exist below the surface or those that may be hidden within the structure or the site improvements. Therefore, it cannot be guaranteed that hidden or unexpected problems with the facility's structural integrity or soil conditions do not exist.

The inspection findings contained in this report are based upon quantitative and qualitative factors that existed on the inspection date. There can be no assurance that intervening factors will not affect the report's conclusions.

Sketches, floor plans, and maps used in this report are included to aid the reader's visual understanding and should not be considered surveys or engineering studies. All dimensions and estimates of building size, net or gross, are approximations.

The report is intended only for the internal use of the addressee or their authorized representative, and possession does not imply the right to

publication or the use for any other purpose, without the written consent of Ryan Miller Architects.

Neither all nor part of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent of Ryan Miller Architects.

This report is not intended, in any manner, to include any critique or evaluation of the design concept, or the structural, mechanical, or electrical systems, which may be incorporated into the subject property. It is not intended as an opinion with respect to any legal relationship or responsibilities between the design architect and engineers, the contractor(s), or the subject property owner.

While we have reviewed some documents, our statements are not intentional legal opinions. In making this review and preceding on-site inspection, Ryan Miller Architects does not assume any legal responsibilities for the design architects or engineers, or contractors for the subject property, nor is any other warranty or representation expressed or implied, included or intended.

E. Previous Reports & Information Sources

A previous property inspection and due diligence report was provided to us during the preparation of this evaluation. It was prepared by Silicon Valley Building Inspections and dated August 21, 2014.

- A rent roll, dated simply 2026, was provided;
- Some historical repair or improvement information was provided by the property manager and was also researched online in building permit records;
- Some roof maintenance/repair information was provided by the property manager;
- FLS inspection information was observed on-site;

- Elevator maintenance documents were reviewed on-site;
- A copy of the elevator service contract was provided;
- A copy of the current elevator permit was provided;
- A list of some vendors who provide services to the property was provided;
- The property manager provided responses to our project-specific due diligence questions.

F. Consultant Qualification

Ryan Miller is a California Licensed Architect with more than 40 years of related experience.

Charles Bucher is a California Licensed Architect with more than 27 years of related experience.

G. Reliance Language

This report was prepared for the sole and exclusive use of Branagh Development, the only intended beneficiary of this work. No excerpts may be taken as representative of the findings of this assessment. The scope of services performed in the execution of this investigation may not be appropriate to satisfy other users, and any use or reuse of this document or its findings, conclusions, and recommendations is at the user's sole risk.

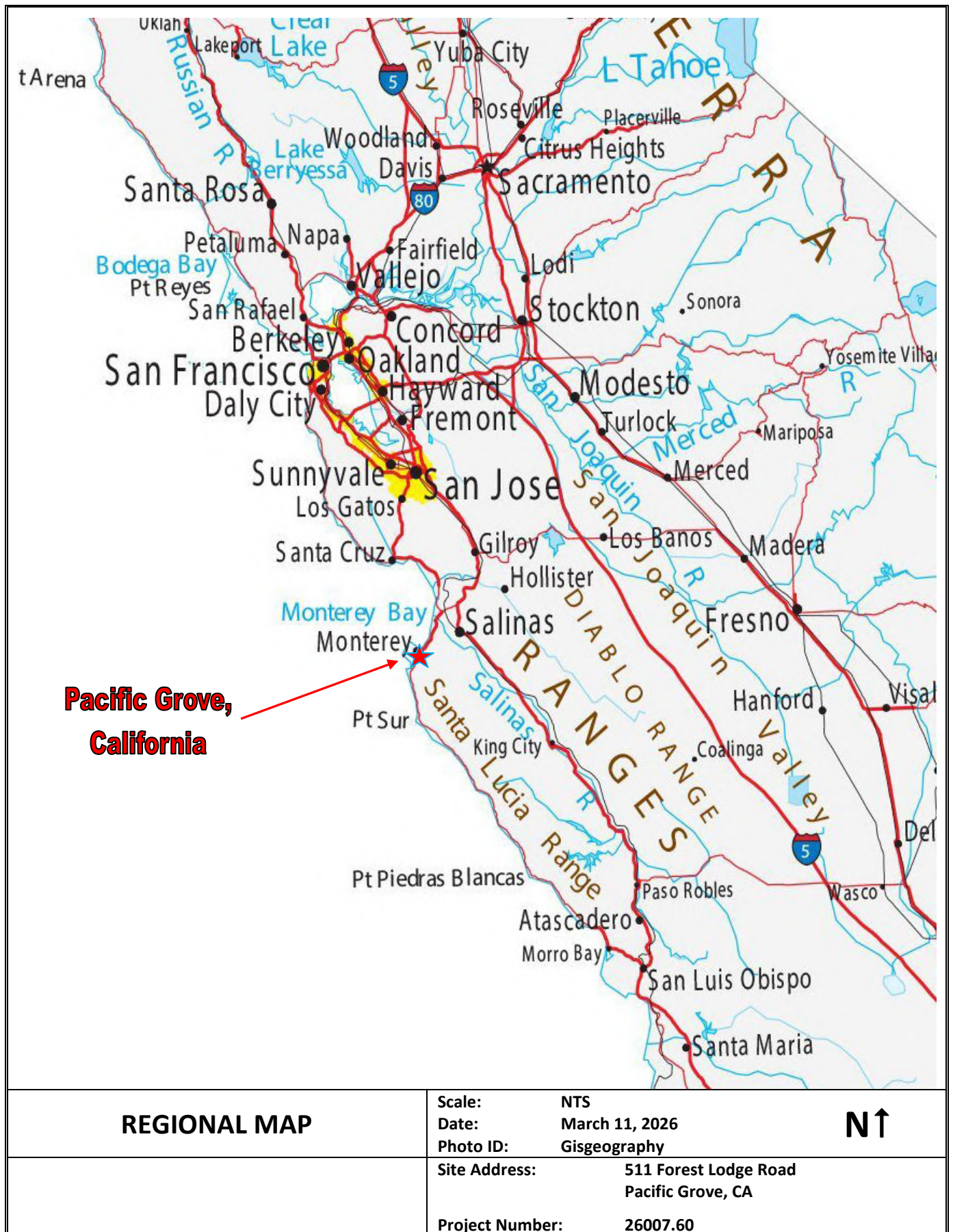
The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the investigation findings identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care. No other warranty or limitation exists, either expressed or implied.

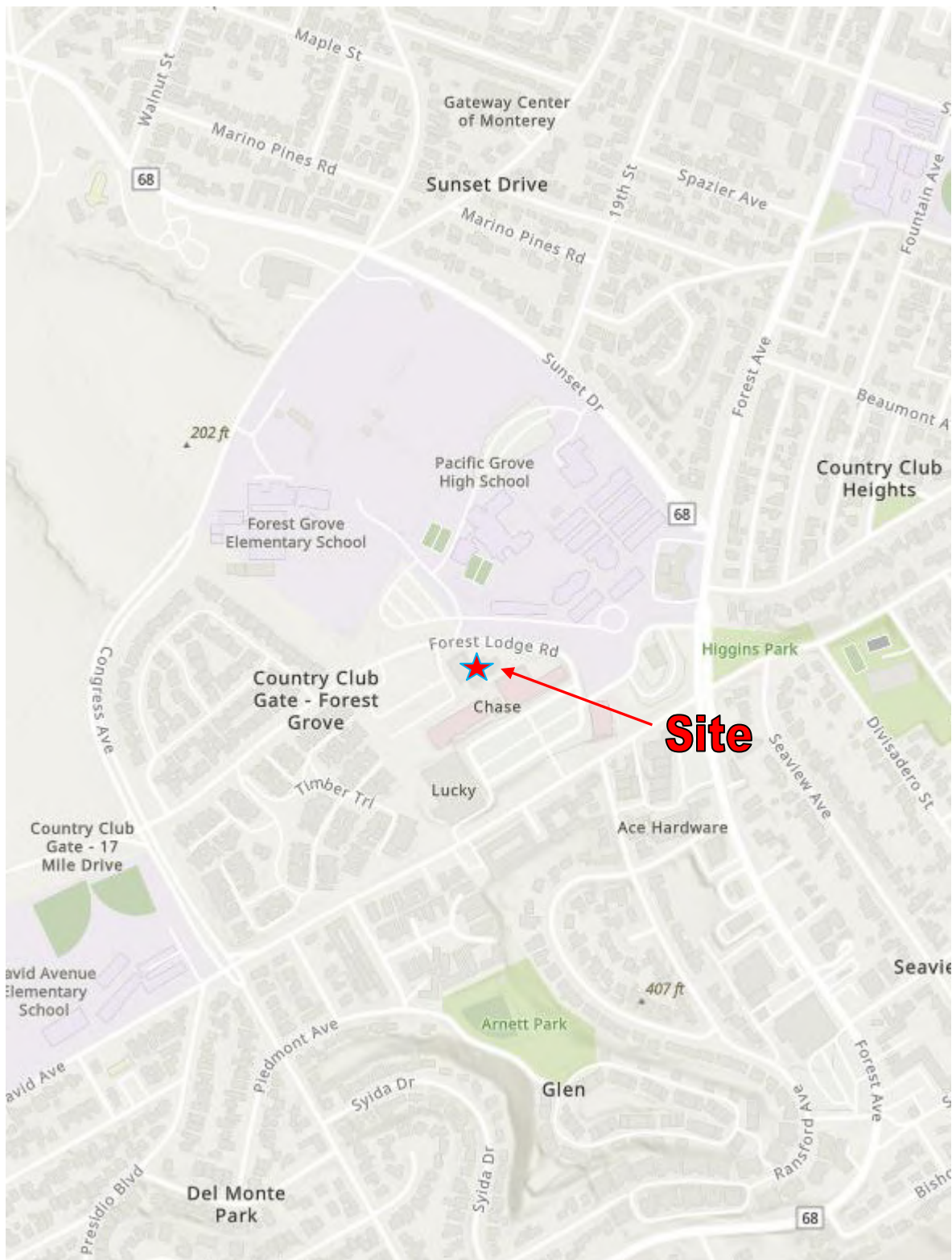
Our opinion of probable costs has been prepared solely as a general reference document for the use of Branagh Development. Our estimate has not been prepared by a cost estimator or contractor and, as such, should not be considered a guaranteed maximum of costs. Our estimate has been prepared

to meet the unique needs of Branagh Development. No other parties may rely on the estimate without Ryan Miller Architects' consent. This report is not a specification for further work and is not intended as a substitute RFP (Request for Proposal). All area costs, unit costs, and line-item estimates are order-of-magnitude only.

Neither Ryan Miller Architects nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject or surrounding properties, or which may be responsible for issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

FIGURES





VICINITY MAP

Scale: NTS
 Date: March 20, 2026
 Photo ID: ArcGIS

N↑

Site Address: 511 Forest Lodge Road
 Pacific Grove, CA

Project Number: 26007.60



AERIAL PHOTOGRAPH

Scale: NTS
 Date: March 11, 2026
 Photo ID: Google Earth

N↑

Site Address: 511 Forest Lodge Road
 Pacific Grove, CA

Project Number: 26007.60

PHOTOGRAPHS



1. Main pedestrian entrance at west reentrant angle. The angle contains the south elevation of the west wing and the west elevation of the east wing.



2. West elevation of west wing. This is the primary elevation facing the parking lot.



3. North elevation of west wing.



4. East elevation of west wing.



5. North elevation of east wing.



6. East elevation of east wing.



7. South elevation of east wing.



8. Small monument sign on west side of east curb cut.



9. South portion of parking lot, looking west.



10. West portion of parking lot, looking south-southwest.



11. North portion of parking lot, looking northeast.



12. Drive aisle connecting north and south parking areas.



13. Degraded condition of asphalt paving—past repairs and general surface degradation shown.



14. Degraded condition of asphalt paving—alligator cracking shown.



15. Degraded condition of asphalt paving—past repairs shown.



16. Degraded condition of asphalt paving—meandering cracking shown.



17. Restriping of all parking stalls will be required during the reserve term in conjunction with asphalt repairs.



18. Degraded condition of asphalt paving—general surface and pavement marking degradation shown.



19. Much of the landscaping has a purposefully untended appearance.



20. The ground cover is largely grass-like, volunteer vegetation.



21. Some of what we have called the “grassy areas” are not particularly grassy.



22. Purposefully planted vegetation immediately adjacent to the building is minimal.



23. The irrigation system is only installed in proximity to the building perimeter. The grassy areas are typically unserved by the irrigation system.



24. Numerous tree stumps are present.



25. East wing: A BUR roofing system is installed.



26. Both wings: The BUR system is in a generally run-down condition. East wing shown.



27. Both wings: The BUR system is in a generally run-down condition. East wing shown.



28. Both wings: We recommend that a TPO roofing system replace the existing BUR system. East wing shown.



29. Both wings: A gray mineral granule cap sheet is applied to the inside face of the parapets. East wing shown.



30. Both wings: The roof and overflow drains are located in shallow sumps. West wing shown.



31. West wing: A BUR roofing system is installed.



32. Both wings: Areas of past ponding are prevalent. West wing shown.



33. Both wings: Small accumulations of separated mineral granules were observed in several locations. West wing shown.



34. Both wings: Areas of past ponding are prevalent. East wing shown.



35. Four skylights are installed; two on each wing. East wing shown.



36. A concrete tile roofing system is installed on the pitched roofs. Broken tile in left foreground.



37. The concrete tile roof likely dates to original construction.



38. Most of our observations of the concrete tile roof were conducted from grade.



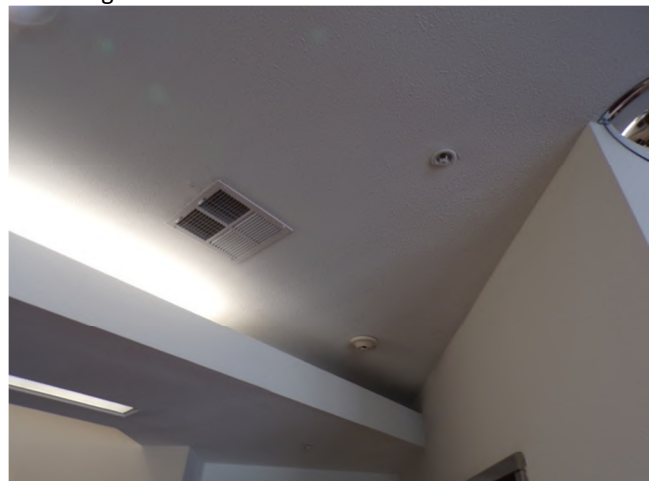
39. Accumulations of dead vegetation on the tile roof at southeast corner of east wing.



40. Cracked tiles on the pitched roofs were observed in various locations. Broken tile shown at right-center in foreground.



41. Interior finishes in main lobby.



42. Interior finishes and fixtures in main lobby.



43. Interior finishes and fixtures in open office area.



44. Interior finishes and fixtures in conference room.



45. Interior finishes and fixtures in private office.



46. Interior finishes and fixtures in copier room.



47. Interior finishes and fixtures in breakroom.



48. Interior finishes in storeroom.



49. Interior finishes and fixtures in open office area.



50. Interior finishes and fixtures in private office.



51. Interior finishes and fixtures in private office.



52. A small number of water stained ceiling tiles was observed in the second floor office areas we accessed.



53. Interior finishes at stairs near main lobby.



54. Interior finishes at secondary stairs.



55. Interior finishes and fixtures in restrooms. The same finishes and fixtures are used in all four restrooms.



56. Interior finishes and fixtures in restrooms.



57. Interior finishes and fixtures in restrooms.



58. Interior finishes and fixtures in restrooms.



59. Horn/strobe alarm devices are installed in all restrooms.



60. Accessibility signage with Braille (at right) is installed at restroom entrances.



61. Twelve packaged units are installed. AC 9 shown. All twelve are generally similar in physical appearance.



62. All packaged units were manufactured by Bryant in 2007. AC 2 shown.



63. The furnaces all have flexible gas line connections. AC 7 shown.



64. The provided cooling capacities (43 tons) appears inadequate for current tenant needs. AC 5 shown.



65. The main electrical service entrance equipment is located in an exterior location on the east side of the building.



66. The main service equipment and the main disconnect are both rated at 1,200 amps.



67. Rust-through at bottom of main disconnect enclosure.



68. Rust was observed in all exterior electrical enclosures.



69. One electric meter is installed.



70. Each sub-main breaker is typically rated at 200 amps.



71. Four meter blanks are provided.



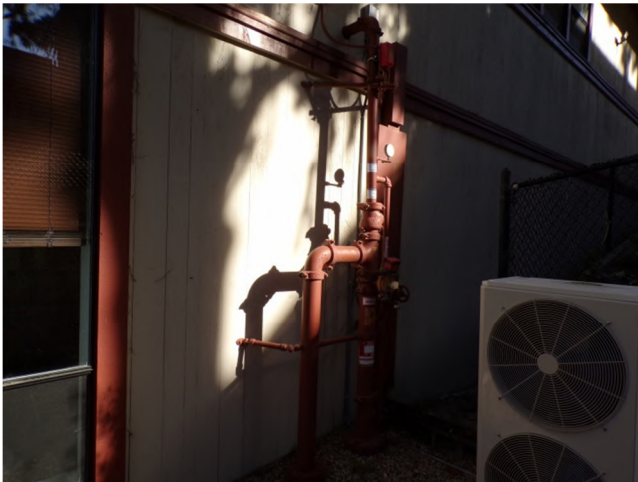
72. Branch sub-panels are found in interior locations.



73. A 40 gallon gas-fired water heater is installed in the second floor janitor's closet.



74. Water utility service is likely supplied from the adjacent parcel to the south.



75. One sprinkler riser serves the building; it is located near the southwest corner of the building on the south elevation of the east wing.



76. The FACP is no longer made and supported by the manufacturer.



77. The spare sprinkler heads are found in the first floor janitor's closet.



78. All observed fire extinguishers had valid inspection tags.



79. Required jamb-mounted floor designation signage is absent on both floors at elevator doors.



80. Interior finishes and stainless steel handrail in elevator cab.



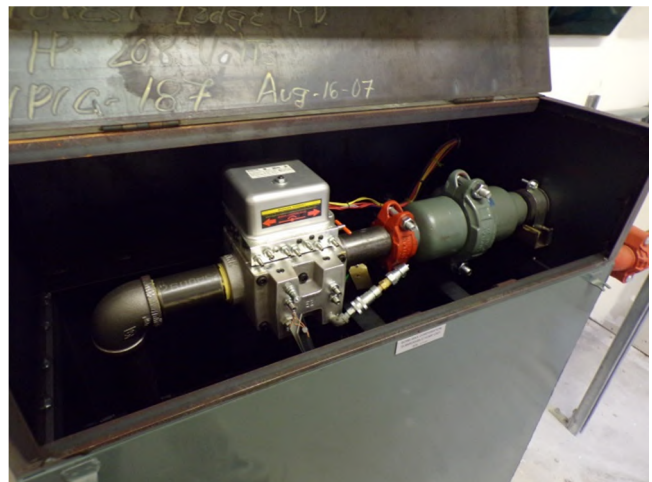
81. Elevator control panel in cab.



82. Ceiling diffuser grid in elevator cab.



83. Hydraulic pump for elevator.



84. The elevator equipment was modernized in 2007.



85. Elevator controller panel.



86. The elevator controller was modernized in 2007. A fully digital unit was installed.



87. The CAC/BDP mini split-system was installed and is maintained by California American Water. It provides conditioned air to their server room only.



88. The emergency generator was installed and is maintained by California American Water. It provides electricity to their tenant space only.



89. The trash enclosure on the east side of the subject building (at left) is shared, likely with the office building on the parcel to the south.



90. Changes in elevation in excess of ¼ inch in concrete panels create tripping hazards.



91. More egregious tripping hazards are also present.



92. Rotten wood was observed in several exterior locations.



93. We are included an annual contingency allowance in the Spreadsheet for window rubber seal maintenance.



94. Two L-shaped balconies are provided.



95. A balcony with a seating area is located at the west reentrant angle.



96. Edge puckering of VCT was observed.



97. Natural gas service is likely supplied from the adjacent parcel to the south.



98. We recommend that a video snake sewer line inspection be conducted.



99. The Accessible parking stalls are located in close proximity to the main pedestrian entrance.



100. Truncated domes are located in only one required location near the Accessible parking stalls.



101. The north exterior stairs lack visually contrasting stripes on each tread, as required.



102. The railings of the north exterior stairs are non-compliant with current codes.



103. An area drain near the main building entrance is be fitted with a temprary plwood cover.



104. Electrical service is likely supplied from the adjacent parcel to the south.

APPENDIX A

APPENDIX B

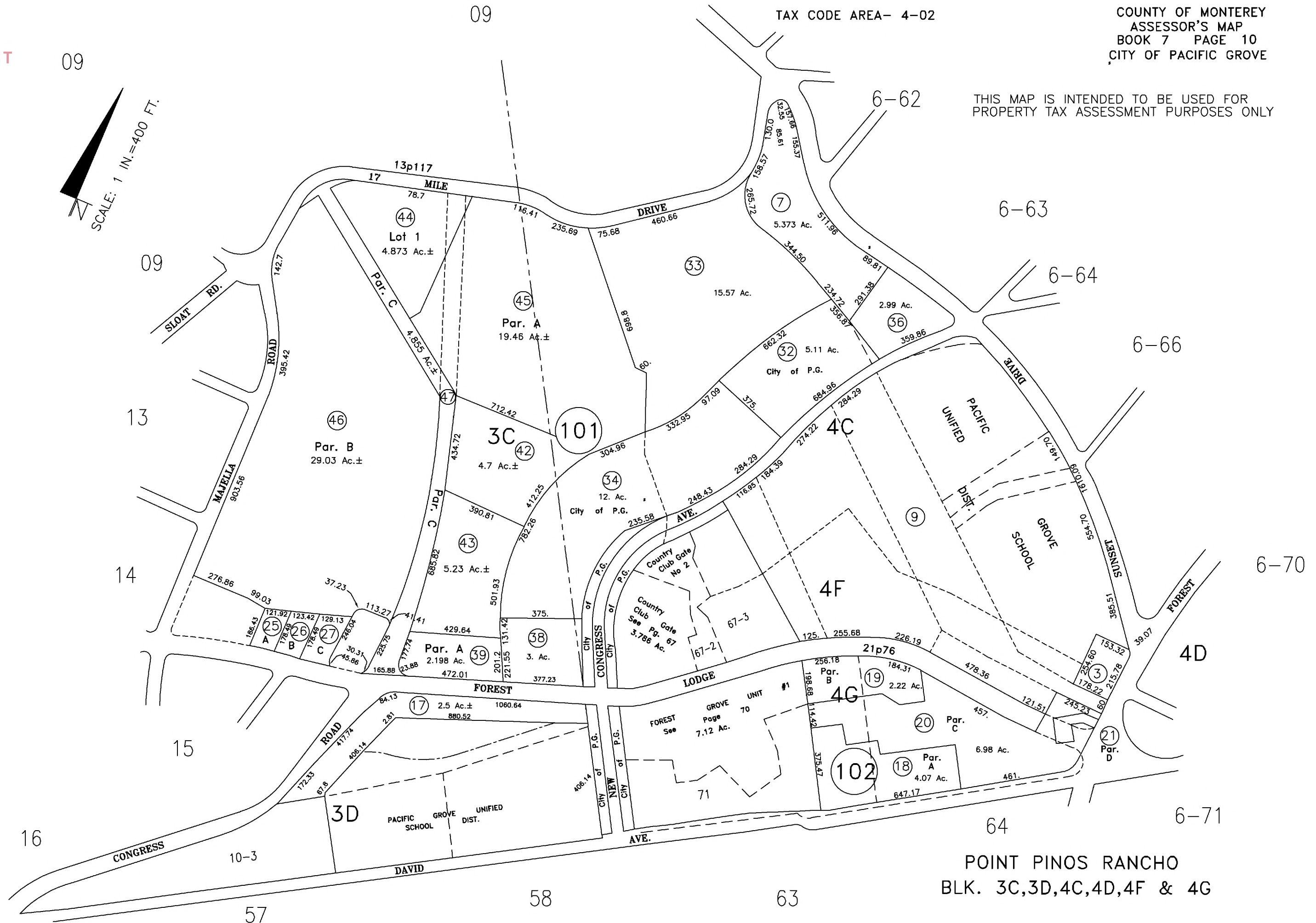
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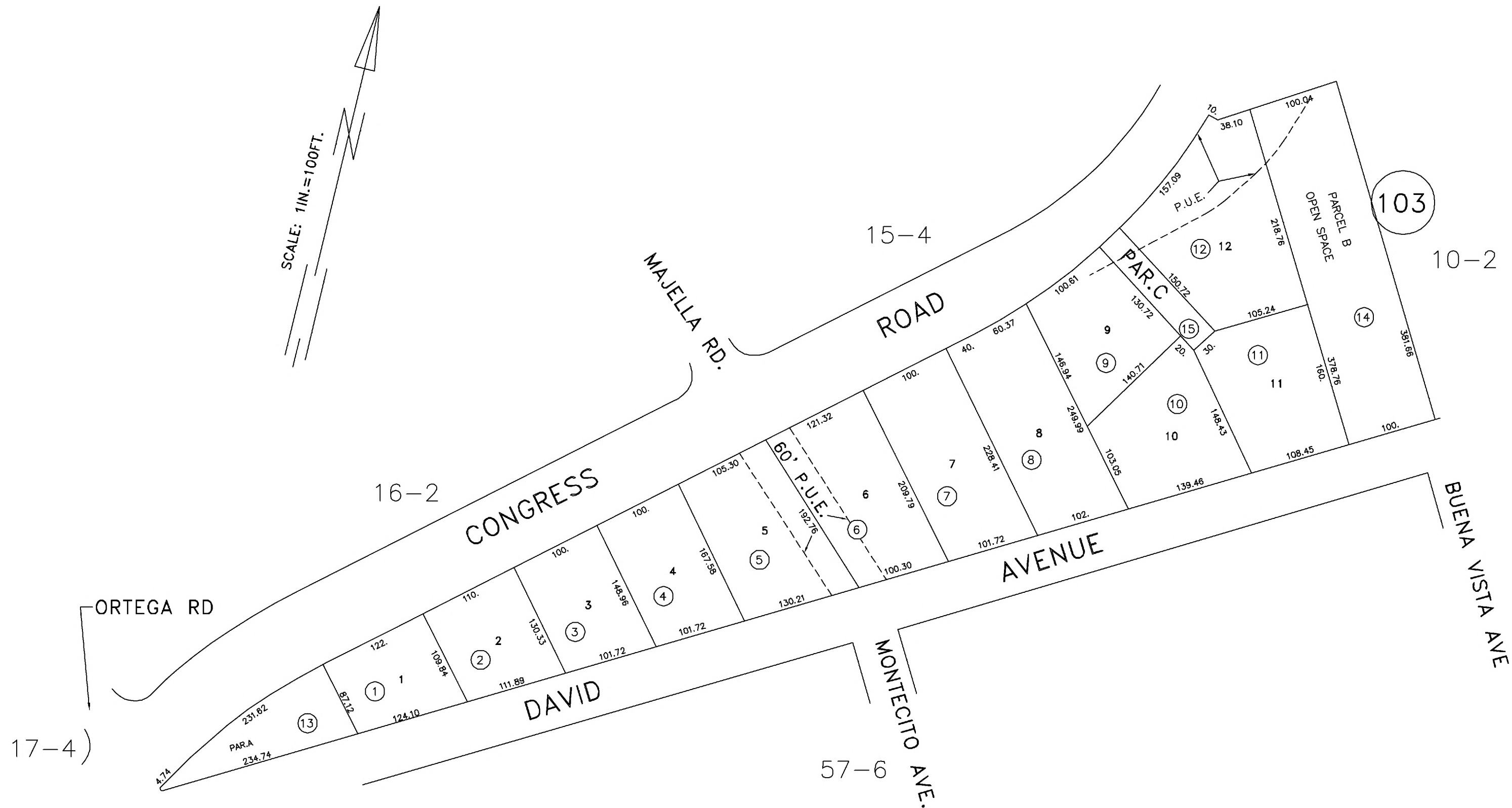
TAX CODE AREA- 4-02

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 7 PAGE 10
CITY OF PACIFIC GROVE

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

SCALE: 1 IN.=400 FT.





TRACT 852
MONTEREY PENINSULA COUNTRY CLUB NO.6
RECORDED 1-10-79

County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd Floor
Salinas, CA 93901 (831) 755-5025
www.co.monterey.ca.us/hcd



LCP Land Use Designation:

None

Potential Hazards

Fire Hazard Zone (SRA Setback):

None

Fire Hazard Zone (LRA Setback):

Moderate

Seismic Hazard Zone:

I

FEMA Flood: X

Floodway: AREA OF MINIMAL FLOOD HAZARD

Erosion Hazard Rating: Moderate

Liquefaction Susceptibility: Low|Variable

Landslide Susceptibility: Low

Slope > 25%: None

Active/Potentially Active Faults (660' buffer): None

Historic Fires:

None

Historical Resources

Historical Site: None

Archaeological Sensitivity: None

Spreckels Historic District:

None

Assessor Parcel ID: 007-102-019-000

Parcel Size-Acres: 2.3163838

Address: None

Community: PACIFIC GROVE (CITY)

Planning Area: Greater Monterey Peninsula

Zoning: None

Land Use Designation:

None

Zoning Notes:

None

Land Use Advisory Committee:

None

Administrative Boundaries & Districts

City: PACIFIC GROVE

County Service Area: None

Recreation District:

None

North County Water Impact Area: None

Water Mngmnt Agency: MPWMD

MCWRA Zone 2C: None

Within a CCC Appeal Area: None

School District-Building Fees:

PACIFIC GROVE UNIFIED

Fire District: None

CAL-AM Service Area: YES

Agricultural & Soil

Williamson Act Contract: None

Ag Conservation Easement: None

Important Farmlands:

Urban and Built-Up Land

Soil Survey: BbC

Planning

Pescadero Watershed: None

Del Monte Forest Sub-Planning Area:

None

Subdivision:

None

2nd Unit Restricted Area:None

FORA Land Use:

None

Castroville Community Plan:

None

"Covered Area": None

CTCAC/HCD Opportunity: Highest Resource

Coastal Zone: None

Toro B-8 Zone: None

Visual Sensitivity: None

Wine Corridor:

None

Rural Center: None

Community Area: None

Special Treatment Area:

None

Carmel Valley Alluvial Basin: None

Groundwater Basin:

None

2010 Census Urban Area Type:

U

Biology

Monterey Spineflower Critical Habitat: None

Snowy Plover Critical Habitat: None

Environmental Impact Reports:

None

Western Arroyo Toad Critical Habitat: None

San Joaquin Kit Fox Distribution: None

Vegetation:

None

Library Reports

Forestry Reports: None

Drainage Reports:None

Biology Reports: None

Historic Reports: None

Geology Reports: None

Soil Reports: None

Archaeological Reports: None

Others

NPDES Municipal General Permit Boundary:

None

TAMC Development Fee Area: Peninsula-South Coast

Traffic Fee Impact Area: None

ASBS Watershed Protection Area:

None

Disclaimer

This GIS data is provided AS IS. The County of Monterey (COUNTY) makes no warranties, express or implied, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose, regarding the accuracy, completeness, value, quality, validity, merchantability, suitability, and/or condition, of the GIS data. Users of COUNTY's GIS data are hereby notified that current public primary information sources should be consulted for verification of the data and information contained herein. Since the GIS data is dynamic, it may by its nature be inconsistent with the official COUNTY assessment roll file, surveys, maps and/or other documents produced by the County Office of the Assessor, the County Surveyor, and/or other relevant County Offices. Any use of COUNTY's GIS data is done exclusively at the risk of the party making such use.

[PRINT](#)

Monterey County Assessor
California

Property Information

Assessor Parcel Number(APN)	007-102-019-000
Assessment Number	007-102-019-000
Tax Rate Area(TRA)	004000
Current Document Number	2014046596
Current Document Date	9/30/2014
Assessee	WOLF FAMILY INVESTMENTS L P
Property Type	MULTI STORY OFF BLDGS
Lot Size(Acres)	2.22
Lot Size(SqFt)	96703.00
Asmt Description	
Asmt Status	ACTIVE

Ownership

Owner Name	Owner Pct
WOLF FAMILY INVESTMENTS L P	100.000000%

Roll Values

Land	\$1,802,770
Structural Imprv	\$3,827,889
Fixtures Real Property	\$0
Growing Imprv.	\$0
Total land & Improvemnets	\$5,630,659
Fixtures Personal Property	\$0
Personal Property	\$0
Manufactured Homes	\$0
Homeowners Exemption(HOX)	\$0
Other Exemptions	\$0
Net Assessed Value	\$5,630,659



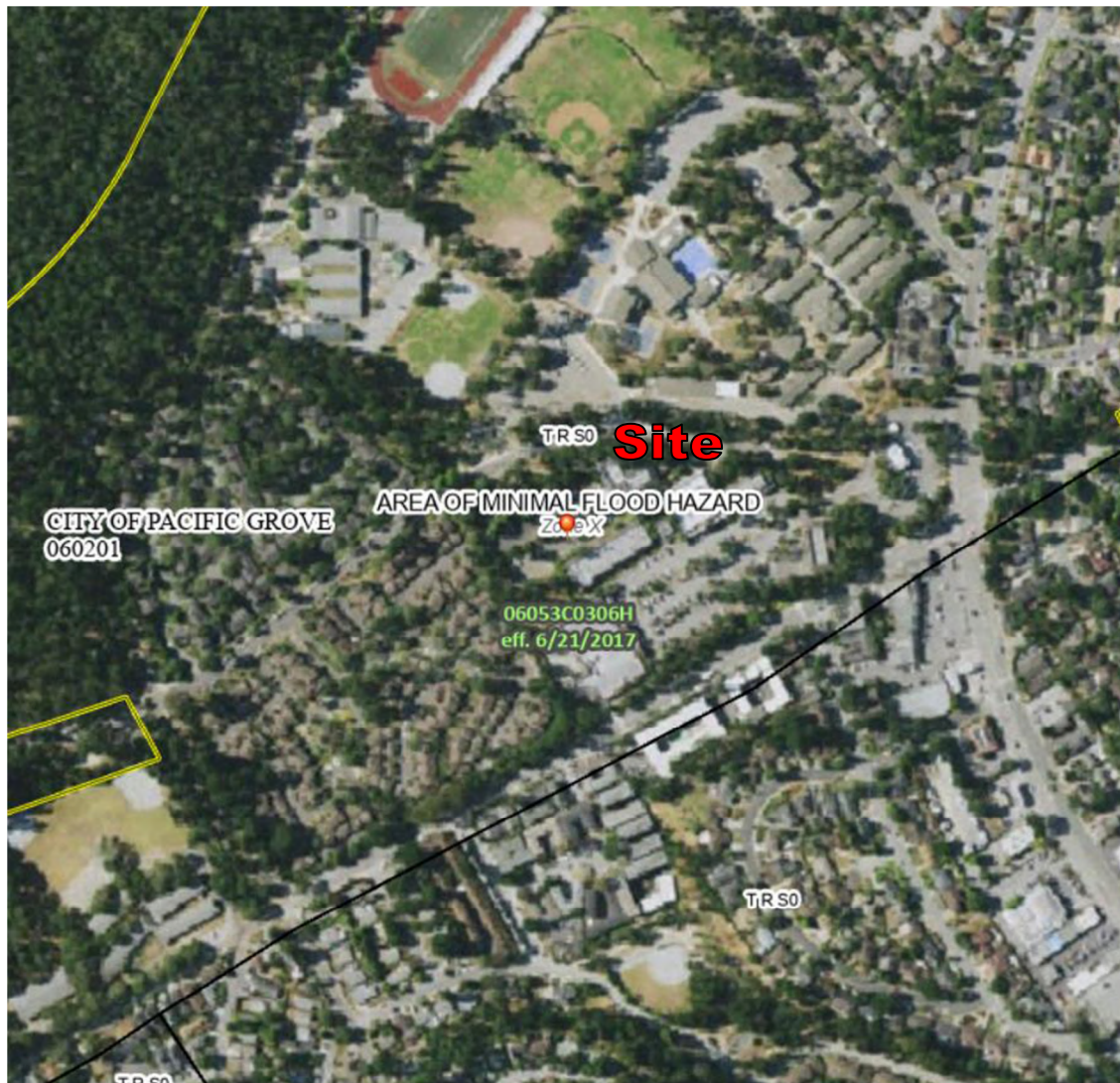
Assessor

 168 West Alisal Street, 1st Floor Salinas, CA 93901

 (831) 755-5035

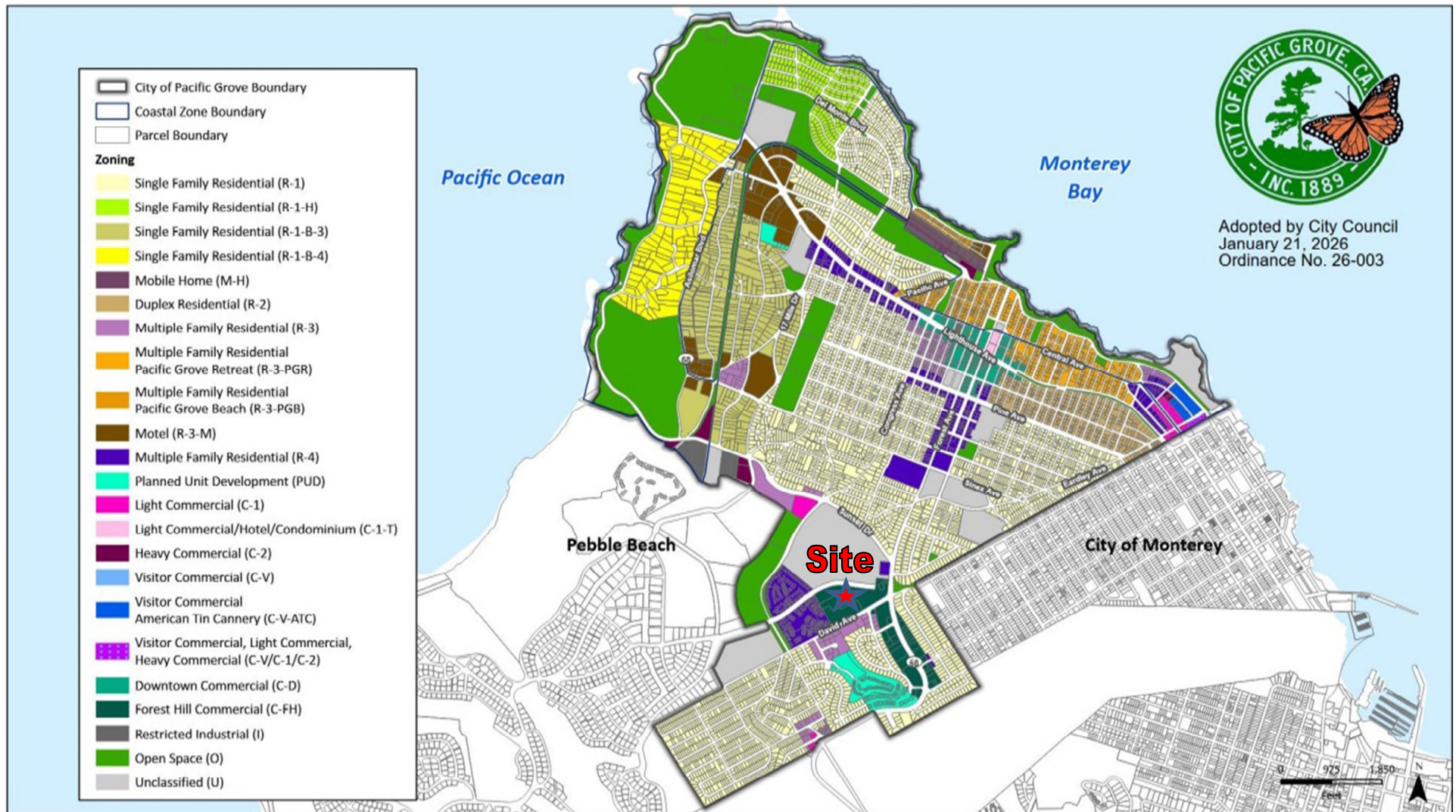
 Assessor@co.monterey.ca.us

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The subject property at 511 Forest Lodge Road, Pacific Grove, CA, is located in FEMA Flood Zone X (unshaded) per FIRM Panel No. 06053C0306H, dated June 21, 2017.

FEMA describes Flood Zone X (unshaded) as an area of minimal flood hazard, usually depicted on flood maps as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from a 100-year flood.



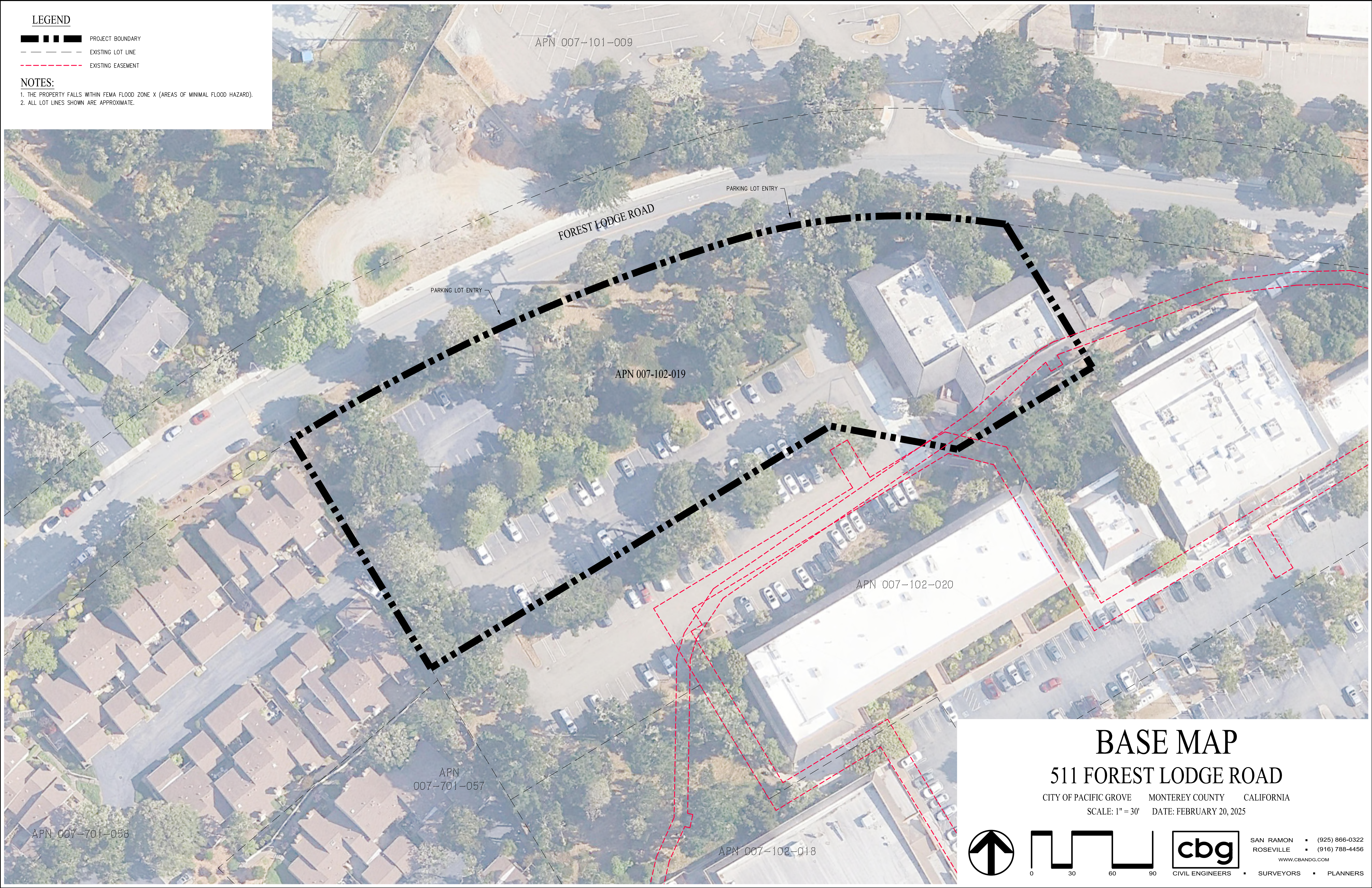
The subject property at 511 Forest Lodge Road, Pacific Grove, CA, is located in the C-FH (Forest Hill Commercial) zoning district.

LEGEND

- PROJECT BOUNDARY
- EXISTING LOT LINE
- EXISTING EASEMENT

NOTES:

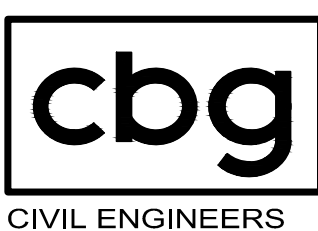
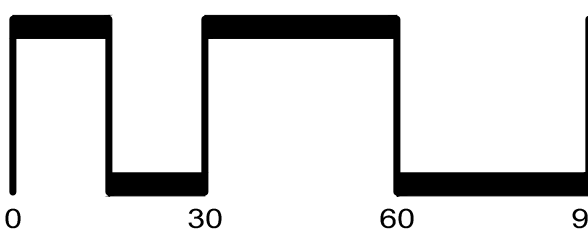
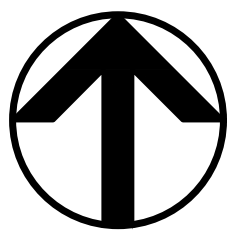
- 1. THE PROPERTY FALLS WITHIN FEMA FLOOD ZONE X (AREAS OF MINIMAL FLOOD HAZARD).
- 2. ALL LOT LINES SHOWN ARE APPROXIMATE.



BASE MAP

511 FOREST LODGE ROAD

CITY OF PACIFIC GROVE MONTEREY COUNTY CALIFORNIA
SCALE: 1" = 30' DATE: FEBRUARY 20, 2025



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS SURVEYORS PLANNERS

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Permit Information

Permit Number:	1207	Project Description:	Add Wall
Old Permit Number:	990181	Permit Issue Date:	05/04/1999
Project Address:	511 Forest Lodge	Status:	FINAL
Permit Type:			

Fees

BLDG FEE:	\$76.80 - Paid
PLAN CHK:	\$0.00 - Paid
SEWER:	\$0.00 - Paid
SMIP:	\$0.00 - Paid
Total Fees:	\$76.80
Amount Due:	\$0.00

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Permit Information

Permit Number:	1356	Project Description:	Interior Alteration
Old Permit Number:	990346	Permit Issue Date:	08/11/1999
Project Address:	511 Forest Lodge Rd	Status:	FINAL
Permit Type:			

Fees

BLDG FEE:	\$89.95 - Paid
PLAN CHK:	\$80.96 - Paid
SEWER:	\$0.00 - Paid
SMIP:	\$0.63 - Paid
Total Fees:	\$171.54
Amount Due:	\$0.00

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Permit Information

Permit Number: 6529
Old Permit Number: 70521
Project Address: 511 Forest Lodge Rd
Permit Type:

Project Description: Re-roof
Permit Issue Date: 08/28/2007
Status: FINAL

Fees

BLDG FEE: \$954.14 - Paid
PLAN CHK: \$0.00 - Paid
SEWER: \$0.00 - Paid
SMIP: \$6.30 - Paid

Total Fees: \$960.44

Amount Due: \$0.00

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Permit Information

Permit Number: 14651
Old Permit Number: GE10-0036
Project Address: 511 FOREST LODGE RD
Permit Type: Electrical Permit

Project Description: STAND-BY
Permit Issue Date: 09/30/2010
Status: FINAL

Fees

Import Fee: \$103.50 - Paid
Total Fees: \$103.50
Amount Due: \$0.00

Payments

Date:	Amount:	Type:	Paid By:
09/30/2010	\$103.50	Check	
Amount Paid:	\$103.50		

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Permit Information

Permit Number:	200267	Project Description:	INTERIOR RENOVATIONS OF (2)
Old Permit Number:			MULTI-STALL RESTROOMS
Project Address:	511 FOREST LODGE RD	Permit Issue Date:	05/26/2020
Permit Type:	Building Permit	Status:	FINAL

Contractors

HASTINGS CONSTRUCTION INC - **Class B - General Building Contractor**, 11 THOMAS OWENS WAY SUITE 201 MONTEREY CA 93940
Primary Contact: JUSTIN HASTINGS

Fees

Combination Building Permit Fee:	\$1,037.00 - Paid
Fire Department Review of Building Plans, Commercial:	\$186.66 - Paid
Plan Check Fee - Commercial:	\$933.30 - Paid
CBSC Fee:	\$1.00 - Paid
SMIP - Commercial:	\$5.60 - Paid
CC Payment Processing Fee:	\$44.79 - Paid
CC Payment Processing Fee:	\$41.74 - Paid
Total Fees:	\$2,250.09
Amount Due:	\$0.00

Payments

Date:	Amount:	Type:	Paid By:
05/20/2020	\$1,085.34	VISA/8110	HASTINGS CONSTRUCTION
04/17/2020	\$1,164.75	MC/8110	HASTINGS CONSTRUCTION
Amount Paid:		\$2,250.09	

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Permit Information

Permit Number: 210251
Old Permit Number:
Project Address: 511 FOREST LODGE ROAD
Permit Type: Building Permit

Project Description: Main Level: INTERIOR
RENOVATIONS OF 2 MULTI-STALL
RESTROOMS TO INCLUDED
UPGRADES TO ELECT./MECH.;
REPLACE ALL PLUMBING
FIXTURES WITH NEW, COMPLIANT
FIX.; NEW TILE & BATH
ACCESSORIES
Permit Issue Date: 05/04/2021
Status: ISSUED

Contractors

HASTINGS CONSTRUCTION INC - **Class B - General Building Contractor**, 11 THOMAS OWENS WAY SUITE 201 MONTEREY CA 93940
Primary Contact: JUSTIN HASTINGS

Fees

Combination Building Permit Fee: \$1,376.00 - Paid
Plan Check Fee - Commercial: \$1,238.40 - Paid
CBSC Fee: \$2.00 - Paid
SMIP - Commercial: \$8.40 - Paid
CC Payment Processing Fee: \$49.53 - Paid
CC Payment Processing Fee: \$55.45 - Paid

Total Fees: \$2,729.78

Amount Due: \$0.00

Payments

Date:	Amount:	Type:	Paid By:
04/30/2021	\$1,441.85	VISA/9792	ANGIE PHARES
03/22/2021	\$1,287.93	VISA/9120	HASTINGS CONSTRUCTION
Amount Paid:		\$2,729.78	

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Permit Information

Permit Number:	220636	Permit Type:	Building Permit
Old Permit Number:		Project Description:	Replace existing mini split system
Project Address:	511 FOREST LODGE ROAD - Suite 100	Permit Issue Date:	06/14/2022
		Status:	ISSUED

Contractors

D & L DELLA MORA HEATING SHEET METAL & AIR CONDITIONING INC - C-20 Warm-Air Heating, Ventilating and Air-Conditioning, 3332 PAUL DAVIS DR STE #1 MARINA CA 93933

Primary Contact: DAVID DELLA MORA

Fees

CBSC Fee:	\$1.00 - Paid
Mechanical Permit Fee:	\$140.00 - Paid
CC Payment Processing Fee:	\$5.00 - Paid
Electrical Permit Fee:	\$140.00 - Paid
CBSC Fee:	\$1.00 - Paid
CC Payment Processing Fee:	\$6.28 - Paid

Total Fees: \$293.28

Amount Due: \$0.00

Payments

Date:	Amount:	Type:	Paid By:
06/14/2022	\$147.28	VISA / 0888	LORETTA DELLA MORA
06/09/2022	\$146.00		Jenelle Suarez

Amount Paid: \$293.28

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[Accessibility](#)

Inspection, Testing, and Maintenance Cover Sheet
NFPA25 as amended by CCR, Title 19

Property Information:

Name:	California American Water	Occupancy/Use:	B
Address:	511 Forest Lodge Rd.	Construction Type:	Type III-B
City:	Pacific Grove, Ca.	No. Stories:	2
ZIP:	93950	Year Constructed:	
Contact:	Phylis O'Shea		
Telephone:	(831) 372-8092		



Contractor Information:

Number of System Risers

Name:	A&B FIRE PROTECTION INC.
Address:	627 BRUNKEN AVE
City:	SALINAS
State:	CA.
Telephone:	(831) 422-4404
CA License#:	C-16 643385
Job #:	2024 5 YEAR INSP.
Performed by:	DAVID SIMON

Copy sent to:

☒ Owner	Date:	03/21/24
☐ Fire AHJ	Date:	
☐ Contractor	Date:	

NOTES:

1) For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2011 edition as amended by California Code of Regulations, Title 19, §901 to §906.

2) Inspection items may be performed by the owner in accordance with California Code of Regulations, Title 19, §904.1(a)

Check box for each system inspected and enter the number of forms used for inspection.
Check boxes (Fail or Pass) to indicate status of inspected system at end of inspection.

Forms Included with this Report	NFPA 25 Chapter	Number of Forms	N/A	Fail*	Pass
☒ Automatic Sprinkler System	5	0	☐	☐	☒
☐ Standpipe and Hose System	6	0	☐	☐	☐
☐ Private Water Supply System	7	0	☐	☐	☐
☐ Fire Pump	8	0	☐	☐	☐
☐ Water Storage Tank	9	0	☐	☐	☐
☐ Water Spray System	10	0	☐	☐	☐
☐ Foam Water Sprinkler System	11	0	☐	☐	☐
☐ Water Mist System	12	0	☐	☐	☐
☐ Concerns that are Not Deficiencies (i.e. Non-Sprinklered Areas)				☐ Yes	☒ No

*See "Deficiencies and Comments" section at end of each respective form.

Wet Pipe Fire Sprinkler System		California Code of Regulations - Title 19 Inspection, Testing, and Maintenance		5-Year Report	1 of 3
Property Information				Contractor or Licensed Owner Information	
Building Name		Name A&B FIRE PROTECTION INC.			
California American Water		Address 627 BRUNKEN AVE.			
Address 511 Forest lodge Rd.		City SALINAS		St. CA.	Zip 93901
		License # c16 643385		Phone 831-422-4404	
City Pacific Grove		☐ SFM		Job #2024 5YEAR	
Contact Person		☒ CSLB		Misc.	

Riser Information				Main Drain Test (ANNUAL)			
Riser No.	Location	Riser Diameter	Main Drain Diameter	Initial Static Pressure	Residual Pressure	Final Static Pressure	P, F, N/A
1	Along right side of building at entrance	2.5"	1 1/4"	130	90	110	P

☐ This building has more than 5 risers. See additional AES 2.9 form attached. Number of AES 2.9 forms attached:

5-Year INSPECTION, TESTING, AND MAINTENANCE <i>Includes ALL Quarterly and Annual Inspections, Tests, and Maintenance Items</i>						
I = Inspection T = Test M = Maintenance				P = Pass F = Fail N/A = Not Applicable		
Item		Description	NFPA 25 CA ed. Reference	Date	Comments Only	P, F, N/A
1.1	I	Control Valves – Identification Sign	13.3.1	03/21/24		P v
1.2	I	Control Valves – Inspection	13.3.2			P v
1.3	I	Waterflow Alarm Devices	5.2.5			P v
1.4	I	Supervisory Devices	5.2.5			P v
1.5	I	Gauges (Wet Pipe Systems)	5.2.4.1			P v
1.6	I	Hydraulic Design Information Sign <i>(For Hydraulically Designed Systems)</i>	5.2.6			P v
1.7	I	Enter Water Supply Pressure Below Riser Check	5.2.4.1		110 psi	P v
1.8	I	Enter Water Supply Pressure Above Riser Check	5.2.4.1		psi	P v
1.9	I	Pressure Readings Acceptable	5.2.4.1			P v
1.10	I	General Information Sign <i>(Not Required for System Prior to 2007 Edition NFPA 13)</i>	5.2.8			NA v
1.11	I	Heat Tape	5.2.7			NA v
1.12	I	Spare Sprinklers	5.2.1.4			P v
1.13	I	Fire Department Connections	13.7			P v
1.14	I	Alarm Valves – Exterior Inspection	13.4.1			P v
1.15	I	Pressure Reducing Valves	13.5.1.1			NA v
1.16	I	Backflow Preventers	13.6.1			P v

Wet Pipe Fire Sprinkler System	California Code of Regulations - Title 19 Inspection, Testing, and Maintenance	5 Year Report	2 of 3
Property Information		Contractor or Licensed Owner Information	
Building Name California American Water		Name A&B FIRE PROTECTION INC.	
Address 511 Forest lodge Rd.		Job # 2024 5YEAR	
City Pacific Grove			

ANNUAL INSPECTION, TESTING, AND MAINTENANCE <i>Include ALL Quarterly Inspections (See AES 2.1)</i>						
I = Inspection T = Test M = Maintenance				<i>P = Pass F = Fail N/A = Not Applicable</i>		
Item		Description	NFPA 25 CA ed. Reference	Date	Comments Only	P,F,N/A
1.17	I	Small Hose Connections - Hose Valve*	5.1.6, 13.5.2 13.5.5.1			N/A v
1.18	I	PRV – Fire Sprinkler Systems	13.5.1.1			N/A v
1.19	I	Buildings (Freeze Protection)	4.1.1.1		Owner's Responsibility	P v
1.20	I	Sprinklers	5.2.1		repaired by others	P v
1.21	I	Sprinklers - Accessible Concealed Space	5.2.1.1.6			P v
1.22	I	Pipe and Fittings	5.2.2			P v
1.23	I	Pipe and Fittings - Accessible Concealed Space	5.2.2.3			P v
1.24	I	Hangers	5.2.3			P v
1.25	I	Hangers - Accessible Concealed Space	5.2.3.3			P v
1.26	I	Seismic Braces	5.2.3			P v
1.27	I	Seismic Braces - Accessible Concealed Space	5.2.3.3			P v
1.28	I	Unsprinklered Areas	CFC 901.4		☐ Yes ☒ No	
2.1	T	Field Service Test Required <i>Send Report to Fire Code Official</i>	5.3.1		If REQUIRED, Enter 'F' until results are returned from Lab	N/A
2.2	T	Recalled Sprinklers <i>If not present = Pass; If present = Fail</i>	Title 19 904.1(c)			N/A
2.3	T	Water Flow Alarm Devices <i>90 secs max. Enter time</i>	5.3.3 13.2.6		sec.	2
2.4	T	Main Drain Test <i>(Enter data on Page 1 of this form)</i>	13.2.5 13.3.3.4			P
2.5	T	Control Valve - Position	13.3.3.2			P
2.6	T	Control Valve – Operation	13.3.3.1			P
2.7	T	Supervisory Devices	13.3.3.5			P
2.8	T	Backflow Preventer Assemblies	13.6.2			P
2.9	T	Small Hose Connections* w/PRV Hose Valves – Partial Flow Test	13.5.2.3 13.5.3.3			N/A
2.10	T	PRV – Fire Sprinkler Systems	13.5.1.3			N/A
2.11	T	Pressure Gauges - Calibration	5.3.2			P
2.12	T	Small Hose Connections*	13.5.6.2.2			N/A
* Small hose connections are hose valves and optional hose supplied by the fire sprinkler system. They do not include Class I, II, or III standpipe systems.						

Include ALL Quarterly Inspections (See AES 2.1)

P = Pass F = Fail N/A = Not Applicable

[illegible]

Deficiencies and Comments

Indicate all equipment, devices and parts that were repaired or replaced

☐ Check here if additional Deficiencies and Comments are listed on Form AES 9.	Number attached:
☐ See Correction Form AES 10 for corrected deficiencies.	Number attached:

Print Name	KEVIN DEBELLE		
Signature		Date	07/02/24



San Jose District Office
224 Airport Parkway, Suite 350
San Jose, CA 95110

RETURN SERVICE REQUESTED

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

PERMIT TO OPERATE A CONVEYANCE

CONVEYANCE PERMIT

Wolf Family Investments, LP
c/o Phillips Real Estate
P.O. Box 1067
Monterey, CA 93942

Conveyance Number: 151518

Permit Expires: 01/08/2027

Inspection Date: 01/08/2026

Location: 511 FOREST LODGE RD
PACIFIC GROVE, CA 93950

Issue Date: 02/18/2026

Owner ID: PA - 1

California law requires that all conveyances shall have a valid permit posted conspicuously on the conveyance. (Labor Code Sections 7300-7324). Please detach your new permit at the dotted line and post on the conveyance. Retain this portion for your records.

STATE OF CALIFORNIA Department of Industrial Relations Division of Occupational Safety & Health

INSPECTION: 151518
Conveyance Number

LOCATION: 511 FOREST LODGE RD
Street Address

LOAD PERMISSIBLE: 002500
Pounds

DESCRIPTION: Passenger
Type of Conveyance



PA - 1
Owner's ID

01/08/2026
Date of Inspection

01/08/2027
Date Permit Expires

PACIFIC GROVE, CA 93950
City or Town

016
Persons

MR317
Inspector

Hydroelectric
Power

Hydroelectric
Type of Machine

THIS PERMIT SHALL BE POSTED ON THE CONVEYANCE

APPENDIX C

511 FOREST LODGE, PACIFIC GROVE, 2026

[illegible]



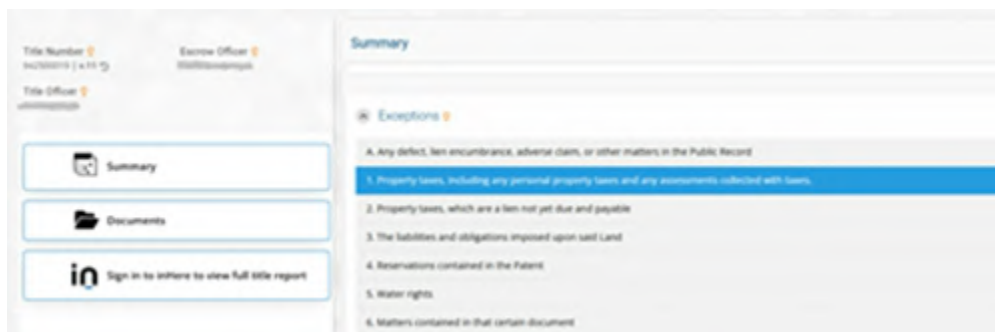
Preliminary Report

File No.: FWAC-3632500305

Property Address: APN: 007-102-019-000 (511 Forest Lodge Road, Pacific Grove, CA)

Escrow Officer: Laurie Balding-Smith

Welcome to the new titleLOOK®!



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- color-coded requirements and exceptions so you can focus on what is important
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- a transparent and convenient title report experience

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CHICAGO TITLE COMPANY

1200 Concord Ave, Suite 400
Concord, CA 94520

Prelim Number:

**FWAC-3632500305
Update B**

Issuing Policies of **Chicago Title Insurance Company**

Order No.: FWAC-3632500305

Project: //

TO:
Colliers International
225 West Santa Clara Street, 10th Floor
San Jose, CA 95113
Attn: John Serex
Ref. No.:

Title Officer.: James Jack

Escrow Officer: Laurie Balding-Smith
Email: baldingl@ctt.com
1676 N California Blvd, Suite 117
Walnut Creek, CA 94596
Phone No.: (925)288-8351
Fax No.: (925)287-8007

Loan No.:

Property: [APN: 007-102-019-000](#) (511 Forest Lodge Road, Pacific Grove, CA)

*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 a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.*

With respect to any contemplated owner's policy, 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/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to 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.

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.

Chicago Title Insurance Company

By:



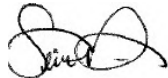
Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

Countersigned By:



Semiko Prim
Authorized Officer or Agent



PRELIMINARY REPORT

Order No.: FWAC-3632500305

EFFECTIVE DATE: January 26, 2026 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee as to Parcel I

Easement(s) more fully described below as to Parcel II

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Wolf Family Investments, L.P.

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 007-102-019-000](#)

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

PARCEL I:

PARCEL B AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE PARCEL MAP FILED FOR RECORD DECEMBER 20, 2002 IN [VOLUME 21, PAGE 76](#), OF PARCEL MAPS, OFFICIAL RECORDS, MONTEREY COUNTY.

PARCEL II:

THE RIGHTS OF INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR COUNTRY CLUB GATE CENTER, BY FPA COUNTRY CLUB ASSOCIATES, L.P. AND FPA COUNTRY CLUB ASSOCIATES II, L.P. AS RECORDED DECEMBER 30, 2004, [INSTRUMENT NO. 2004138205](#), OFFICIAL RECORDS, MONTEREY COUNTY.

AT THE DATE HEREOF, 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 2026-2027.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Assessments and charges due the Monterey Regional Water Pollution Control Agency.

*Further information may be obtained by contacting:

District Billing Manager, P.O. Box 2109, Monterey, CA 93942, (831) 372-2385

5. Permit to enter granted to the City of Pacific Grove as disclosed in a Deed for Street Widening, recorded December 11, 1974 in [Reel 948, Page 703](#), of Official Records.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
 Purpose: Public utilities
 Recording Date: December 17, 1975
 Recording No.: [Book 1104, Page 769](#), of Reels
 Affects: As stated therein

7. Intentionally Deleted

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California-American Water Company
 Purpose: Installation, operation, maintenance, repair and replacement of water distribution system
 Recording Date: June 7, 1989
 Recording No.: [Book 2372, Page 888](#), of Reels
 Affects: As set forth therein

In connection therewith we note the following:

Partial Release of Easement

Recorded: June 28, 1999, [Instrument No. 9949010](#), Official Records

EXCEPTIONS
(continued)

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 30, 2004
[Recording No.: 2004138205](#), of Official Records

Said instrument, among other things, provides: easements.

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 6, 2017
[Recording No.: 2017000892](#), of Official Records

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,500,000.00
Dated: April 16, 2021
Trustor/Grantor: Wolf Family Investments, LP
Trustee: U.S. Bank Trust Company, National Association
Beneficiary: U.S. Bank National Association
Loan No.: None Shown
Recording Date: April 28, 2021
[Recording No.: 2021030572](#), of Official Records

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: Wolf Family Investments, L.P.

- a. A complete copy of the limited partnership agreement and all amendments thereto.
- b. Satisfactory evidence that the partnership was validly formed and is in good standing

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

EXCEPTIONS
(continued)

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Alec Adams and Branagh Land, Inc., a California corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Wolf Family Investments, L.P.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

- 15. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 16. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 17. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
- 18. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(continued)

19. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 511 Forest Lodge Road, Pacific Grove, CA, to an Extended Coverage Loan Policy.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
- Name(s) furnished: Alec Adams and Branagh Land, Inc., a California corporation
- If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:
- | | |
|--------------------------------|------------------------|
| <u>Tax Identification No.:</u> | <u>007-102-019-000</u> |
| Fiscal Year: | 2025-2026 |
| 1st Installment: | \$31,056.16 |
| 2nd Installment: | \$31,056.16 |
| Exemption: | \$0.00 |
| Land: | \$1,802,770.00 |
| Improvements: | \$3,827,889.00 |
| Code Area: | 004000 |
- Note 5.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 6.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 7.** Note: 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 8.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

NOTES
(continued)

- Note 9.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 10.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 11.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land 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 unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abuts the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

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 those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - 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;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA 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.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

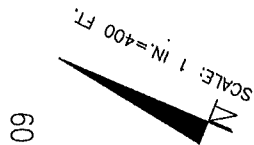
The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY



REPUBLIC ELEVATOR CO
as DBA of Schindler Elevator Corp
77 SOUTH FAIRVIEW AVE

1/2 ALEC TO REACH OUT TO HEENA FOR SCHED.
3/9 IS COMPLIANCE DATE,
HEENA SENT 2/13
2/12 → PERMIT PENDING



Schindler

Email: alec.franco@schindler.com

Phone: +18053152663

Date: 01/23/2026

Equipment: 1, 96089095017

Location: 511 FOREST LODGE RD., PACIFIC GROVE CA 93950

Customer:

PHILLIPS REAL ESTATE
PO BOX 1067
MONTEREY CA 93942

Attn: Phyllis O'Shea

Enclosed Repair Offer
Quotation
Repair terms and conditions
Order slip

Repair Offer 156592137

96089095017

1 - 511 FOREST LODGE RD. PACIFIC GROVE

Yearly basic safety checks

Schindler has no priority higher than the safety of those who ride and work on your equipment. As part of its on-going commitment to this principle of passenger and employee safety, Schindler constantly strives to ensure the safe, reliable performance of the equipment it repairs and maintains.

Schindler conducts a set of basic safety checks to be completed with a periodicity of 1 year and 5 years. This 1-year module is a prerequisite to any additional services. Our technician will perform a functional test on all landing doors, car door, in car communication device, safety circuits plus various visual checks on other safety components such as the brake or speed governor.

Should the elevator currently be out of service, these tests will be performed as soon as the equipment is operational and before the elevator is placed back into normal service.

Total Equipment excl. Tax

USD

1,375.00

156592137

1/4

REPUBLIC ELEVATOR CO
as DBA of Schindler Elevator Corp
77 SOUTH FAIRVIEW AVE



Quotation 156592137

Pricing:

96089095017

Total	USD	1,375.00
Applicable Taxes	USD	0.00
Total including Taxes	USD	1,375.00

Payment:

100 % of the price is due upon acceptance of this proposal*;

* Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

** Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Work Delivery: Within 6 weeks, from your order.

Quotation validity: 02/22/2026

156592137

2/4



Repair terms & conditions

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching are by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
INSURANCE: At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated, and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).

REPUBLIC ELEVATOR CO
as DBA of Schindler Elevator Corp
77 SOUTH FAIRVIEW AVE



Order slip 156592137

REPUBLIC ELEVATOR CO

Alec Franco

as DBA of Schindler Elevator Corp
77 SOUTH FAIRVIEW AVE
GOLETA CA 93117-3323

Name, Date and Signature:

Alec Franco, 01/23/2026

Proposed:

For: REPUBLIC ELEVATOR CO

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

I hereby accept all 4 pages terms and conditions of the upgrade order agreement 156592137

96089095017

Equipment 96089095017, 511 FOREST LODGE RD. PACIFIC GROVE CA 93950

156592137

Total excluding Taxes USD 1,375.00

Accepted:

For: PHILLIPS REAL ESTATE
PO BOX 1067
MONTEREY CA 93942

Name, Date and Signature:

PHILLIPS REAL ESTATE 1/26/20
[Signature]

Your purchase Order Reference (Optional):

Purchase order date:

Amount due upon acceptance of this proposal:

USD 1,375.00

100 % of total amount including Taxes

1,375.00

156592137

4/4

From: Helena Lampkin hlampkin@republicelevator.com
Subject: Testing 511 Forest Lodge Rd.
Date: Feb 2, 2026 at 11:06:22 AM
To: poshea@pacbell.net

Good morning,

Please schedule your fire alarm company to come out to perform the fire recall test on Tuesday the 10th at 8am. Let me know asap since I must give the State 48-hour notice. Have a great day,

Helena Lampkin
Republic Elevator
Office: 800-648-6302
77 S. Fairview Ave., Goleta, CA 93117
Email: hlampkin@republicelevator.com
www.republicelevator.com

PRECISION
ALARM



REPUBLIC
ELEVATOR
COMPANY

Excellence in Vertical transportation since 1981

A dba of Schindler Elevator Corporation

APPENDIX D

MECHANICAL EQUIPMENT TABLE

Project # 26007.60

511 Forest Lodge Road, CA

COOLING & HEATING UNITS

Equipment	Mark	Brand/ Refrig	Model/Serial Number	Cooling (tons) / Heating Input Size (BTU/hr)		Replace	Year Made	Age	EUL	RUL
Packaged unit with natural gas-fired furnace	1	Bryant R-22	581BV048 2907G46497	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	2	Bryant R-22	581BV036 3407G10490	3	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	3	Bryant R-22	581BV048 2907G46499	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	4	Bryant R-22	581BV048 2907G46498	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	5	Bryant R-22	581BV036 3407G10489	3	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	7*	Bryant R-22	581BV036 3407G10492	3	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	8	Bryant R-22	581BV036 3407G10491	3	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	9	Bryant R-22	581BV036 3407G10488	3	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	10	Bryant R-22	581BV048 2907G46494	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	11	Bryant R-22	581BV048 2907G46495	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	12	Bryant R-22	581BV048 2907G46496	4	72,000	Y	2007	19	20	1
Packaged unit with natural gas-fired furnace	13	Bryant R-22	581BV048 2907G46493	4	72,000	Y	2007	19	20	1

Total Cooling Capacity in Tons

43

* Notes: There is no rooftop unit marked "6".

APPENDIX E

Questions.01 for 511 Forest Lodge Road, Pacific Grove, CA

1. What is the age of the roofing systems (both roofing types—the systems on the pitched roofs and the systems on the flat roof equipment wells.)? ***Don't know***
2. Who has responsibility for roof maintenance (owner or tenants)? ***Owner, but all costs are pass through costs to tenants***
3. If you have copies of the roof warranties, can those be sent to me? ***I don't have them, but if they exist they would probably be in a box. I can ask John Serex to look***
4. Are there any known, current leaks though the roofing systems? ***No***
5. Is roof maintenance provided on an as-needed basis vs. having a maintenance contract providing regularly scheduled service visits? ***Both Qrtly visits include cleaning the roof along with HVAC maintenance***
6. If there is a contract for regular roof maintenance, how often are roof maintenance visits conducted? ***Verbal contract with YSS on a qrtly basis***
7. Are there any known, current leaks though the window/wall systems? ***I recall one leak in one of CalAm's offices which was just caulked on the exterior***
8. When were the building exterior elements s last completely repainted? ***Don't know***
9. When was the asphalt parking lot last re-sealed/re-striped ? ***In 6/2022 root damage repairs were completed in designated spots. In 10/2015 ADA spots added and all surface areas sealed***
10. Have there been any underground sewer line replacements in the last six years? ***No***
11. Have there been any underground gas line replacements in the last six years? ***No***
12. Have there been any instances of fire at the buildings in the last six years? ***No***
13. Have there been any instances of flooding into the building in last six years? ***No***
14. Are there any known issues with soil settlement around the site or with differential settlement of the concrete foundation slab? ***No***

15. Has an ADA survey been conducted for the property? ***Not interior, just parking lot in 2015***
16. If yes to above, can a copy of the survey be provided? ***I have all plans permits for lot***
17. Have there been any ADA related complaints, fines, or lawsuits? ***No***
18. Is a building management systems (BMS) installed for the HVAC systems? ***No***
19. Who has responsibility for HVAC equipment maintenance? ***Owner and costs included in annual pass through to tenants***
20. I assume a security system is installed? If so, please describe briefly. ***Only CalAm as far as I know.***
21. Has the building ever received seismic structural upgrades? ***No***
22. Do you have an ALTA survey? ***No***
23. Are there any known deficiencies with the building, other than those mentioned previously in this list (such as roof or window leaks)? These deficiencies could include—but not limited to—rotten wood, fire damage, water damage, structural damage, leaking pipes, egregiously damaged interior finishes, out-of-plumb walls? ***No***
24. Have seismic structural upgrades been performed? ***No***
25. Do the windows date to original construction? ***Don't know...I believe windows were upgraded prior to COE in 2014***
26. Is the provided heating and air conditioning adequate for all tenants? ***Appears to be***
27. Is the emergency generator still in use? If yes, is it tested monthly? ***Generator is CalAm responsibility***
28. Can a copy of the latest 5-year fire alarm inspection be provided? ***Completed. 5 year test was sent in previous email***
29. Who does fire sprinkler testing ***Recent test was completed by A&B Fire Sprinkler***
30. Who does fire alarm testing? ***Precision Alarm***
31. Who does fire alarm monitoring? ***Precision Alarm***

32. Was the termite damage mentioned in the 2014 report ever repaired? *I am not aware of any termite damage presently. If a report of completion was done in accordance with the COE in 2014, it's probably in one of those boxes I mentioned*

33. Do you know if access to the main electrical enclosure is possible? **Yes**

34. IN the 2014 condition report, a roof report was mentioned. Do you have a copy of that report? *I do not, but if one exists it's probably in one of those boxes.*

35. W

APPENDIX F

GENERAL CONDITIONS TO THE AUTHORIZATION FOR WORK AGREEMENT

It is hereby agreed that the Client retains Ryan Miller Architects to provide services as set forth in the Authorization for Work attached hereto (the "Work"). This contract shall be controlled by the following terms and conditions, and these terms and conditions shall also control any further assignments performed pursuant to this Authorization for Work. Client's signature on this Authorization for Work constitutes Client's agreement to the all terms to this contract, including these General Conditions.

FEES AND COSTS

1. Ryan Miller Architects shall charge for work performed by its personnel at the rates identified in the Authorization for Work. These rates are subject to reasonable increases by Ryan Miller Architects upon giving Client 30 days advance notice. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services (defined below) under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone, and other related expenses, as well as the costs of reproduction of all drawings for the Client's and/or Ryan Miller Architects' use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to Ryan Miller Architects shall be invoiced by Ryan Miller Architects on the basis of cost plus twenty percent (120%). Automobile travel reimbursement shall be at the rate of seventy-two and one-half cents (\$0.725) per mile. All other reimbursable costs shall be invoiced and billed by Ryan Miller Architects at the rate of 1.1 times the direct cost to Ryan Miller Architects.

Reimbursable costs will be charged to the client only as outlined in the Authorization for Work if the scope of work is for Phase I Environmental Site Assessment, Property Condition Assessment, Seismic Assessment or ALTA survey. Invoices for work performed shall be submitted monthly. Payment will be due upon receipt of invoice. Client shall pay interest on the balance of unpaid invoices which are overdue by more than 30 days, at a rate of 18% per annum as well as all attorney fees and costs incurred by Ryan Miller Architects to secure payment of unpaid invoices. Ryan Miller Architects may waive such fees at its sole discretion.

STANDARD OF CARE

2. Ryan Miller Architects will perform its work in accordance with the standard of care of its industry, as it is at the time of the work being performed, and applicable in the locale of the work being performed. Ryan Miller Architects makes no other warranties, express or implied regarding its work.

LIMITATION OF REMEDIES

3. Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by Ryan Miller Architects, and/or its employees or agents, for any and all claims arising from the performance of services by Ryan Miller Architects, shall be \$50,000.00 or the Client's fees relating to such claims, whichever is smaller, except, however, this limitation of remedies shall apply only to Client's recovery against Ryan Miller Architects and shall not limit Client's recovery against or from any insurance policy maintained by Ryan Miller Architects.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, Ryan Miller Architects may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to Ryan Miller Architects. Any such agreed increase in fee and limitation of remedies amount must be memorialized by written agreement which expressly amends the terms of this clause.

As used in this section, the term "limitation of remedies" shall apply to claims of any kind, including, but not limited to, claims brought in contract, tort, strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Ryan Miller Architects' services or the services of Ryan Miller Architects' subcontractors, consultants, or agents from any cause(s). Ryan Miller Architects shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever, except, however, this limitation of remedies shall apply only to Client's recovery against Ryan Miller Architects and shall not limit Client's recovery against or from any insurance policy maintained by Ryan Miller Architects.

INDEMNIFICATION

4. Notwithstanding any other provision of this Agreement, Client agrees, to the fullest extent permitted by law, to waive any claim against, release from any liability or responsibility for, and indemnify and hold harmless Ryan Miller Architects, its employees, agents and sub-consultants (collectively, Consultant) from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney's fees and defense costs, arising or alleged to arise out of or to be in any way connected with the Project or the performance or non-performance of Consultant of any services under this Agreement, except to the extent any such liabilities are determined by a court or other forum of competent jurisdiction to have been caused by the negligence or willful misconduct of Consultant.

Client further agrees to indemnify Consultant for any liability Consultant suffers to a third person to the extent that liability exceeds the limitation of liability amounts stated in Limitation of Remedies paragraph. This provision shall be in addition to any rights of indemnity Consultant may have under the law and shall survive and remain in effect following the termination of this Agreement for any reason. Should any part of this provision be determined to be unenforceable, Ryan Miller Architects and Client agree the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend Ryan Miller Architects shall

arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

Ryan Miller Architects agrees to indemnify and hold harmless CLIENT, its officers, directors, partners, employees, and any other entity or person for which Ryan Miller Architects is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable attorneys' fees, costs and expenses recoverable under applicable law), that CLIENT incurs from claims by third parties, to the extent caused by negligent acts, errors or omissions or willful misconduct of Ryan Miller Architects in the performance of professional services under this Agreement and any other entity or person for which Ryan Miller Architects is legally liable.

Notwithstanding the foregoing, if Ryan Miller Architects' obligation to defend, indemnify, and/or hold harmless arises out of Ryan Miller Architects' performance of "design professional" services (as that term is defined under California Civil Code Section 2782.8), Ryan Miller Architects' obligations shall be as stated in California Civil Code Section 2782.8, which is fully incorporated herein as it was in effect as of the date of this Agreement. Ryan Miller Architects' indemnification obligation shall be limited to claims to the extent caused by the negligence, recklessness, or willful misconduct of Ryan Miller Architects, and, upon Ryan Miller Architects obtaining a final adjudication by a court of competent jurisdiction, Ryan Miller Architects' liability for such claim, including the cost to defend, shall not exceed Ryan Miller Architects' proportionate percentage of fault. Ryan Miller Architects is not obligated to indemnify and hold harmless CLIENT for CLIENT'S active or sole negligence, or willful misconduct.

MEDIATION & JUDICIAL REFERENCE

5. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client and Ryan Miller Architects agree that all such disputes shall be submitted to non-binding mediation, using a mutually agreed upon mediation service experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a condition precedent to the initiation of any other adjudicative proceedings. It is further agreed that any dispute that is not settled pursuant to such mediation shall be adjudicated by a court appointed referee in accordance with the Judicial Reference procedures as set forth in California Code of Civil Procedure Section 638 et seq. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this agreement.

The parties further agree to include a similar mediation, Judicial Reference & waiver of jury trial provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

HAZARDOUS WASTE

6. The PCA does not address the presence or absence of any hazardous materials, chemicals, or biological growths (such as mold or mildew) at the subject property. Any evaluation or description of environmental matters or concerns is outside the scope of work of the PCA.

FORCE MAJUERE

7. Neither party shall be responsible for damages or delays in performance under this Agreement caused by acts of God, strikes, lockouts, accidents or other events or conditions (other than financial inability) beyond the other Party's reasonable control.

TERMINATION

8. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party substantially fail to perform in accordance with its duties and responsibilities as set forth in this Agreement and such failure to perform is through no fault of the party initiating the termination. Client agrees that if it chooses to terminate Ryan Miller Architects for convenience, and Ryan Miller Architects has otherwise satisfactorily performed its obligations under this Agreement to that point, Ryan Miller Architects shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if Ryan Miller Architects shall have completed more than eighty percent of the Work at the time of said termination, Ryan Miller Architects shall be compensated as provided in the Authorization for Work for all services performed prior to the termination date which fall within the scope of work described in the Authorization for Work and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client, and Client agrees to pay Ryan Miller Architects' reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

Upon notice of termination by Client to Ryan Miller Architects, Ryan Miller Architects may issue notice of such termination to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project, and take such other actions as are reasonably necessary in order to give notice that Ryan Miller Architects is no longer associated with the Project and to protect Ryan Miller Architects from claims of liability from the work of others.

DOCUMENTS

9. Any documents prepared by Ryan Miller Architects, including, but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are instruments of service and shall remain the property of Ryan Miller Architects and Ryan Miller Architects retains copyrights to these instruments of service. Ryan Miller Architects grants to Client a non-exclusive license to use these instruments of service for the purpose of completing and maintaining the Project.

The Client shall be permitted to retain a copy of any instruments of service, but Client expressly agrees and acknowledges that the instruments of service may not be used by the Client on other projects, or for any other purpose, except the project for which they were prepared, unless Client first obtains a written agreement expanding the license to such use from Ryan Miller Architects, and with appropriate compensation to Ryan Miller Architects. Client further agrees that such instruments of service shall not be provided to any third parties without the express written permission of Ryan Miller Architects.

Client shall furnish, or cause to be furnished to Ryan Miller Architects all documents and information required by Ryan Miller Architects for the proper performance of its services. If Client fails to provide Ryan Miller Architects with all materials in the Client's possession requested during the period that Ryan Miller Architects is actively providing its services, Client shall release Ryan Miller Architects from any and all liability for risks and damages the Client incurs resulting from its reliance on Ryan Miller Architects' professional opinion. Ryan Miller Architects shall be entitled to rely upon Client-provided documents and information in performing the services required in this Agreement; however, Ryan Miller Architects assumes no responsibility or liability for the accuracy or completeness of Client-provided documents. Client-provided documents will remain the property of the Client.

ACCESS TO PROJECT

10. Client grants to Ryan Miller Architects the right of access and entry to the Project at all times necessary for Ryan Miller Architects to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to Ryan Miller Architects for the purpose of the performance of their Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of Ryan Miller Architects upon reasonable proof of association with Ryan Miller Architects. Client's failure to provide such timely access and permission shall constitute a material breach of this Agreement excusing Ryan Miller Architects from performance of its duties under this Agreement.

CONFIDENTIAL INFORMATION

11. Both Client and Ryan Miller Architects understand that in conjunction with Ryan Miller Architects' performance of the Work on the project, both Client and Ryan Miller Architects may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information

of the other party is a special, valuable, and unique asset of that party, and each of the Parties agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. Ryan Miller Architects further agrees that it will not sell, distribute or disclose information or the results of any investigation conducted by Ryan Miller Architects during the performance of the Work without the prior written approval of Client, unless required to do so by federal, state or local statute, ordinance or regulation.

INDEPENDENT CONTRACTOR

12. Both Client and Ryan Miller Architects agree that Ryan Miller Architects is an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by Ryan Miller Architects in connection with the Work are the agents, employees, or subcontractors of Ryan Miller Architects and not of the Client. Accordingly, Ryan Miller Architects shall be responsible for payment of all taxes arising out of Ryan Miller Architects' activities in performing the Work under this Agreement.

ENTIRE AGREEMENT

13. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes and replaces in its entirety all prior and contemporaneous proposals, agreements, representations and understandings of the Parties. The Parties have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act.

INTEGRATION

14. This is a fully integrated Agreement. The terms of this Agreement may be modified only by a writing signed by both Parties. The terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or Ryan Miller Architects but shall be interpreted in accordance with the general meaning of the language in an effort to reach the intended result.

MODIFICATION / WAIVER / PARTIAL INVALIDITY

15. Failure on the part of either party to complain of any act or omission of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or its application be unenforceable to any extent, the Parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

INUREMENT / TITLES

16. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the signatory Parties and their respective heirs, executors, legal representatives, successors, and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define, or extend the provisions of any paragraph, et al., incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

AUTHORITY

17. Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture, limited liability company, or a partnership, the signatories warrant that said entity is properly and duly organized and existing under the laws of the state of its formation and pursuant to the organizational and operating document of the entity, and the laws of the state of its formation, said signatory has authority to act on behalf of and to commit the entity to this Agreement.

COUNTERPARTS

18. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document.

THIRD PARTY BENEFICIARIES / CONTROLLING LAW

19. There are no intended third party beneficiaries of this Agreement. The services, data, and opinions expressed by Ryan Miller Architects are for the sole use of the client, are for a particular project, and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California; any action by either party to enforce this Agreement shall be brought in Sonoma County, California.

TIME BAR TO LEGAL ACTION

20. Any legal actions by either party against the other related to this Agreement, shall be barred after one year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two years have passed from the date by which Ryan Miller Architects completes its services.