

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: 08/31**

### **Item description/summary:**

Consider Accepting Lot C Sewer Lift Station for Riverside Meadows.

Olivehurst Public Utility District (OPUD) is in the final stages of accepting lift station in Riverside Meadows via Legacy. The facility has been operating smoothly with Missions communication inputted into OPUD system and a final site visit was conducted for any minor updates or repairs. OPUD is seeking board approval for the transfer of ownership from Legacy.

### **Fiscal Analysis:**

### **Employee Feedback**

n/a

### **Sample Motion:**

Accept Lot C Sewer Lift Station transfer over from Legacy to OPUD.

Prepared by: Swarnjit Boyal, Public Work Engineer

# **ATTACHMENT A – SITE PHOTOS**













































Riverside Meadows  
Village 5  
Sewer Lift Station



File No: 0131-623865-C  
 Printed: 07/06/2022, 4:05 PM  
 Officer/Escrow Officer: Barbara  
 Clarke/AC  
 Settlement Location:  
 4750 Willow Road, Suite 275,  
 Pleasanton, CA 94588

**First American Title Company**  
 4750 Willow Road, Suite 275 • Pleasanton, CA 94588  
 Phone: (925)738-4050 Fax: (866)648-7806  
**Estimated Settlement Statement**  
**Amended:**  
**Wednesday Jul 6, 2022 4:05 PM**



Property Address: Lot C Tract 2004-42 of Riverside, Meadows Village 5, Unincorporated area, CA  
 Buyer: Olivehurst Public Utility District  
 Seller: Plumas 134, LP  
 Lender:  
 Estimated Settlement Date:  
 Disbursement Date:

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	2,508.00	Deposit: Receipt No. 2474126574 on 06/28/2022 by WMMC LLC FBO Plumas 134, LP		
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
1,558.00		Title - Owner's Title Insurance (optional) Subdivision ALTA Owner's Policy Standard (\$599,720.00) to First American Title Company		
300.00		Title - Endorsement (Owner) Endorsement (Owner) [CLTA 103.5] Water Rights, Surface Damage to First American Title Company		
35.00		Title - Recording Service Recording Services to First American Title Company		
600.00		Title - Closing Service Coordination Closing Service Coordination to First American Title Company		
50.00		Title - Document Preparation Document Preparation Grant Deed to First American Title Company		
		<b>Government Recording and Transfer Charges</b>		
200.00		Record Sub/Partial Recon (est.)		
100.00		Record Record Deed (est.) (R&T 11922)		
2,843.00	2,508.00	<b>Subtotals</b>	0.00	0.00
		Due From/To Buyer		
	335.00	Due From Seller		
2,843.00	2,843.00	<b>Totals</b>		

This is a summary of the closing transaction prepared by First American Title Company. This document is not intended to replace the Closing Disclosure form.



APN: 022-100-003-000 (affects this and other property in Yuba County); the 2nd installment of 2021-2022 taxes is paid in the amount of \$42,717.64. There will be no tax prorations through escrow.

Escrow related fees including separate fees for overnight mail- courier or notary services that are not included as part of First American's filed escrow fee may include a markup over the direct cost to First American for such services.

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

**Acknowledgement**

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

**Seller(s)**

Plumas 134, LP,  
a California limited partnership

By: MHP Builders, Inc. a California corporation  
Its: General Partner

By: \_\_\_\_\_

Name: Patrick H. Matthews

Title: Operations Manager

**Buyer(s)**

Olivehurst Public Utility District,  
a public utility district formed and  
operating under California Public  
Utilities Code sections 15501 et seq.

By: \_\_\_\_\_

Name: John Tillotson

Title: General Manager

This is a summary of the closing transaction prepared by First American Title Company. This document is not intended to replace the Closing Disclosure form.

**RECORDING REQUESTED BY:**

First American Title Company

**MAIL TAX STATEMENT**

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Olivehurst Public Utility District  
P.O. Box 670  
Olivehurst, CA 95961

Space Above This Line for Recorder's Use Only

A.P.N.: 022-100-003-000(affects this and other property); 022-372-008 (New APN not yet assessed)

File No.: 0131-623865-C (BC)

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$**R&T 11922** Conveyance to a California Special District; CITY TRANSFER TAX \$; SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of , and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Plumas 134, LP, a California limited partnership**

hereby GRANTS to **Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq.**

the following described property in the unincorporated area of the County of **Yuba**, State of **California**:

**PARCEL ONE:**

**LOT C AS SHOWN ON THE MAP ENTITLED "TRACT MAP NO. 2004-42 OF RIVERSIDE MEADOWS VILLAGE 5" FILED FOR RECORD ON JUNE 15, 2021 IN BOOK 100 OF MAPS, AT PAGES 50 THROUGH 56, YUBA COUNTY RECORDS.**

**EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND UNDER, AS RESERVED IN DEEDS RECORDED JANUARY 31, 1974 IN BOOK 568, YUBA COUNTY OFFICIAL RECORDS, AT PAGES 687, 691 AND 694.**

**PARCEL TWO:**

**A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED TO OLIVEHURST PUBLIC UTILITY DISTRICT, A CALIFORNIA SPECIAL DISTRICT BY DOCUMENT RECORDED MARCH 29, 2021, INSTRUMENT NO. 2021-005482 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEING A PORTION OF LOT 5 AS SHOWN ON THAT "TRACT MAP NO. 2003-0007 RIVERSIDE MEADOWS LARGE LOT MAP", "RECORDED ON MARCH 24, 2004, IN BOOK 77 OF MAPS, AT PAGES 44-49, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Mail Tax Statements To: **SAME AS ABOVE**

**COMMENCING AT THE MOST NORTHERLY POINT OF THE CENTERLINE OF RIVER OAKS BOULEVARD AS SHOWN ON SAID MAP, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF SAID MAP;**

**THENCE, FROM SAID POINT OF COMMENCEMENT ALONG SAID WESTERLY BOUNDARY NORTH 31°42'52" EAST 8.58 FEET; THENCE NORTH 45°10'57" EAST 29.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RIVER OAKS BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 5;**

**THENCE, ALONG THE WESTERLY LINE OF SAID LOT 5 THE FOLLOWING FIVE (12) COURSES:**

- 1) NORTH 45°10'39" EAST 20.09 FEET;**
- 2) NORTH 69°39'46" EAST 59.69 FEET;**
- 3) NORTH 78°31'17" EAST 131.72 FEET;**
- 4) NORTH 68°13'59" EAST 52.56 FEET;**
- 5) NORTH 37°57'25" EAST 52.31 FEET;**
- 6) NORTH 30°40'53" EAST 108.77 FEET TO A POINT OF DURVATURE;**
- 7) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 57°08'24" AND AN ARC LENGTH OF 49.86 FEET TO A POINT OF TANGENCY;**
- 8) NORTH 26°27'30" WEST 77.68 FEET;**
- 9) NORTH 33°23'26" WEST 98.58 FEET;**
- 10) NORTH 18°3 2'35" WEST 6 4 . 26 FEET;**
- 11) NORTH 04°29'11" EAST 63.85 FEET;**
- 12) NORTH 22°45'17" EAST 28.94 FEET TO A POINT ON SAID WESTERLY LINE;**

**THENCE LEAVING SAID WESTERLY LINE SOUTH 67°14'43" EAST 24.12 FEET TO THE POINT OF BEGINNING;**

**THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING NINE (9) COURSES:**

- 1) NORTH 18°02'15" EAST 15.72 FEET;**
- 2) NORTH 19°39'17" EAST 58.69 FEET;**
- 3) SOUTH 70°20'43" EAST 38.32 FEET;**
- 2) SOUTH 52°48'26" EAST 26.99 FEET TO A POINT OF CURVATURE;**
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 21°05'00" AND AN ARC LENGTH OF 15.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°52'04" WEST 15.00 FEET;**
- 4) NORTH 57°03'35" WEST 3.46 FEET TO A POINT OF CURVATURE;**
- 5) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 64°17'29" AND AN ARC LENGTH OF 29.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 55°10'42" WEST 27.67 FEET;**
- 6) SOUTH 76°55'07" WEST 16.55 FEET;**
- 7) SOUTH 13°04'53" EAST 9.55 FEET;**
- 8) SOUTH 76°55'07" WEST 23.45 FEET;**
- 9) NORTH 71057'45" WEST 12.00 FEET TO THE POINT OF BEGINNING.**

**PARCEL THREE:**

**A NON-EXCLUSIVE EASEMENT FOR SEWER PIPES GRANTED TO OLIVEHURST PUBLIC UTILITY DISTRICT, A CALIFORNIA SPECIAL DISTRICT BY DOCUMENT RECORDED MARCH 29, 2021, INSTRUMENT NO. 2021-005481 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEING A PORTION OF LOT 5 AS SHOWN ON THAT "TRACT MAP NO. 2003-0007 RIVERSIDE MEADOWS LARGE LOT MAP", RECORDED ON MARCH 24, 2004, IN BOOK**

**77 OF MAPS, AT PAGES 44-49, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE MOST NORTHERLY POINT OF THE CENTERLINE OF RIVER OAKS BOULEVARD AS SHOWN ON SAID MAP, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF SAID MAP;**

**THENCE, FROM SAID POINT OF COMMENCEMENT ALONG SAID WESTERLY BOUNDARY NORTH 31°42'52" EAST 8.58 FEET; THENCE NORTH 45°10'57" EAST 29.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RIVER OAKS BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 5;**

**THENCE, ALONG THE WESTERLY LINE OF SAID LOT 5 THE FOLLOWING FIVE {12} COURSES:**

- 1) NORTH 45°10'39" EAST 20.09 FEET;**
- 2) NORTH 69°39'46" EAST 59.69 FEET;**
- 3) NORTH 78°31'17" EAST 131.72 FEET;**
- 4) NORTH 68°13'59" EAST 52.56 FEET;**
- 5) NORTH 37°57'25" EAST 52.31 FEET;**
- 6) NORTH 30°40'53" EAST 108.77 FEET TO A POINT OF CURVATURE;**
- 7) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 57°08'24" AND AN ARC LENGTH OF 49.86 FEET TO A POINT OF TANGENCY;**
- 8) NORTH 26°27'30" WEST 77.68 FEET;**
- 9) NORTH 33°23'26" WEST 98.58 FEET;**
- 10) NORTH 18°32'35" WEST 64.26 FEET;**
- 11) NORTH 04°29'11" EAST 63.85 FEET;**
- 12) NORTH 22°45'17" EAST 34.65 FEET TO A POINT ON SAID WESTERLY LINE;**

**THENCE LEAVING SAID WESTERLY LINE SOUTH 67°14'43" EAST 82.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FOUR {4} COURSES:**

- 1) NORTH 13°04'53" WEST 34.48 FEET;**
- 2) NORTH 75°44'02" EAST 11.51 FEET TO A POINT OF CURVATURE;**
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 38°00'04" AND AN ARC LENGTH OF 35.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°26'31" EAST 34.51 FEET;**
- 4) SOUTH 75°44'02" WEST 10.52 FEET TO THE POINT OF BEGINNING.**

Date: **07/06/2022**

A.P.N.: 022-100-003-000(affects this and other property); 022-372-008 (New APN not yet assessed)

File No.: 0131-623865-C (BC)

Dated: July 06, 2022

Plumas 134, LP,  
a California limited partnership

By: MHP Builders, Inc. a California corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: Patrick H. Matthews  
Title: Operations Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*This area for official notarial seal.*

\_\_\_\_\_  
Notary Signature

## GENERAL RECEIPT AND INSTRUCTION

**First American Title Company**

4750 Willow Road, Suite 275  
Pleasanton, CA 94588

**July 06, 2022**

RE: ESCROW NO.: 0131-623865-C

I/We hand you herewith the following items as indicated:

- Signed Settlement Statement(s) (from Buyer and Seller)
- Funds to close (from Seller)
- Grant Deed (from Seller) with Certificate of Acceptance(from Buyer)
- Preliminary Change of Ownership (PCOR) (from Buyer)
- Approved Standard Owner's Proforma Policy with liability in the amount of \$599,720.00 (TBD)

You are hereby authorized and instructed to deliver and/or record the Grant Deed with Certificate of Acceptance upon receipt of the above items.

Plumas 134, LP,  
a California limited partnership

By: MHP Builders, Inc. a California corporation  
Its: General Partner

By: \_\_\_\_\_

Name: Patrick H. Matthews

Title: Operations Manager

Olivehurst Public Utility District,  
a public utility district formed and  
operating under California Public  
Utilities Code sections 15501 et seq.

By: \_\_\_\_\_

Name: John Tillotson

Title: General Manager

These instructions are effective until revoked by written form satisfactory to First American Title Company.

\_\_\_\_\_  
Date

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must **be filed with each conveyance in the County Recorder's office for the county where the property is located.**

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE  
(Make necessary corrections to the printed name and mailing address)

Olivehurst Public Utility District

ASSESSOR'S PARCEL NUMBER  
022-100-003-000(affects this and other property); 022-372-008  
(New APN not yet assessed)

SELLER/TRANSFEROR  
Plumas 134, LP

BUYER'S DAYTIME TELEPHONE NUMBER

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

Lot C Tract 2004-42 of Riverside, Meadows Village 5, Unincorporated area, CA

YES  NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

YES  NO Are you a disabled veteran, or the unmarried surviving spouse of a disabled veteran, who, due to a service connected injury or disease, was either rated 100% disabled or compensated at 100% due to unemployability by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Olivehurst Public Utility District

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

**P.O. Box 670**

CITY  
Olivehurst

STATE  
CA

ZIP CODE  
95961

**PART 1. TRANSFER INFORMATION**

*Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- \*C. This is a transfer:  between parent(s) and child(ren)  between grandparent(s) and grandchild(ren).  
Was this the transferor/grantor's principal residence?  YES  NO
- \*D. This transfer is the result of a cotenant's death. Date of death \_\_\_\_\_
- \*E. This transaction is to replace a principal residence owned by a person 55 years of age or older.  
Within the same county?  YES  NO
- \*F. This transaction is to replace a principal residence by a person who is severely disabled.  
Within the same county?  YES  NO
- \*G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency. Within the same county?  YES  NO
- H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).  
If YES, please explain: \_\_\_\_\_
- I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: \_\_\_\_\_
- K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of  
 the transferor, and/or  the transferor's spouse  registered domestic partner.
2. to/from an irrevocable trust for the benefit of the  
 creator/grantor/trustor and/or  grantor's/trustor's spouse  grantor's/trustor's registered domestic partner.
- M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- \*P. This transfer is to the first purchaser of a new building containing a  leased  owned active solar energy system.
- Q. Other. This transfer is to Transfer to Governmental Agency

\* Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**





## ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

**NAME AND MAILING ADDRESS OF BUYER:** Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

**NOTE:** Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

**MAIL PROPERTY TAX INFORMATION TO:** Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

**PRINCIPAL RESIDENCE:** To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

**DISABLED VETERAN:** If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

### PART 1: TRANSFER INFORMATION

**If you check YES to any of these statements, the Assessor may ask for supporting documentation.**

**C, D, E, F, G:** If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

**H:** Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

**I:** Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

**"Beneficial interest"** is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

**J:** A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

**N:** This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

**O:** Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

**P:** If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

### PART 2: OTHER TRANSFER INFORMATION

**A:** The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

**B:** Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

**C:** If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

**PART 3: PURCHASE PRICE AND TERMS OF SALE**

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

**A.** Enter the total purchase price, not including closing costs or mortgage insurance.

**"Mortgage insurance"** is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

**B.** Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

**"Closing costs"** are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

**C.** Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

**D.** Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

**E.** If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

**F.** Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

**G.** If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

**H.** Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

**PART 4: PROPERTY INFORMATION**

**A.** Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

**B.** Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

**C.** Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

**D.** Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

**E.** Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

Form No. 1402.06  
ALTA Owner's Policy (6-17-06)  
1100302P050600



Policy Page 1  
Policy Number: 0131-623865-C

# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

## *First American Title Insurance Company*

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

### *First American Title Insurance Company*

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

**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 Risks 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.

**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.  
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or  
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of  
(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,  
(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

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

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

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## *POLICY OF TITLE INSURANCE*



**SCHEDULE A*****First American Title Insurance Company***

Name and Address of Title Insurance Company:

First American Title Insurance Company  
1 First American Way  
Santa Ana, CA 92707File No.: **0131-623865-C**Policy No.: **0131-623865-C**

Address Reference: Lot C Tract 2004-42 of Riverside, Meadows Village 5, Unincorporated area, CA

Amount of Insurance: \$599,720.00

Premium: \$(Proforma)

Date of Policy: (Proforma) at (Proforma)

1. Name of Insured:

Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq.

2. The estate or interest in the Land that is insured by this policy is:

A Fee as to Parcel One; An Easement as to Parcel Two and Three

3. Title is vested in:

Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq.

4. The Land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of Yuba, State of California, described as follows:

PARCEL ONE:

LOT C AS SHOWN ON THE MAP ENTITLED "TRACT MAP NO. 2004-42 OF RIVERSIDE MEADOWS VILLAGE 5" FILED FOR RECORD ON JUNE 15, 2021 IN BOOK 100 OF MAPS, AT PAGES 50 THROUGH 56, YUBA COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND UNDER, AS RESERVED IN DEEDS RECORDED JANUARY 31, 1974 IN BOOK 568, YUBA COUNTY OFFICIAL RECORDS, AT PAGES 687, 691 AND 694.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED TO OLIVEHURST PUBLIC UTILITY DISTRICT, A CALIFORNIA SPECIAL DISTRICT BY DOCUMENT RECORDED MARCH 29, 2021, INSTRUMENT NO. 2021-005482 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SHOWN ON THAT "TRACT MAP NO. 2003-0007 RIVERSIDE MEADOWS LARGE LOT MAP", "RECORDED ON MARCH 24, 2004, IN BOOK 77 OF MAPS, AT PAGES 44-49, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY, MORE



## PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY POINT OF THE CENTERLINE OF RIVER OAKS BOULEVARD AS SHOWN ON SAID MAP, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT ALONG SAID WESTERLY BOUNDARY NORTH 31°42'52" EAST 8.58 FEET; THENCE NORTH 45°10'57" EAST 29.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RIVER OAKS BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 5;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 5 THE FOLLOWING FIVE (12) COURSES:

- 1) NORTH 45°10'39" EAST 20.09 FEET;
- 2) NORTH 69°39'46" EAST 59.69 FEET;
- 3) NORTH 78°31'17" EAST 131.72 FEET;
- 4) NORTH 68°13'59" EAST 52.56 FEET;
- 5) NORTH 37°57'25" EAST 52.31 FEET;
- 6) NORTH 30°40'53" EAST 108.77 FEET TO A POINT OF DURVATURE;
- 7) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 57°08'24" AND AN ARC LENGTH OF 49.86 FEET TO A POINT OF TANGENCY;
- 8) NORTH 26°27'30" WEST 77.68 FEET;
- 9) NORTH 33°23'26" WEST 98.58 FEET;
- 10) NORTH 18°3 2'35" WEST 6 4 . 26 FEET;
- 11) NORTH 04°29'11" EAST 63.85 FEET;
- 12) NORTH 22°45'17" EAST 28.94 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE LEAVING SAID WESTERLY LINE SOUTH 67°14'43" EAST 24.12 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING NINE (9) COURSES:

- 1) NORTH 18°02'15" EAST 15.72 FEET;
- 2) NORTH 19°39'17" EAST 58.69 FEET;
- 3) SOUTH 70°20'43" EAST 38.32 FEET;
- 2) SOUTH 52°48'26" EAST 26.99 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 21°05'00" AND AN ARC LENGTH OF 15.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°52'04" WEST 15.00 FEET;
- 4) NORTH 57°03'35" WEST 3.46 FEET TO A POINT OF CURVATURE;
- 5) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 64°17'29" AND AN ARC LENGTH OF 29.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 55°10'42" WEST 27.67 FEET;
- 6) SOUTH 76°55'07" WEST 16.55 FEET;
- 7) SOUTH 13°04'53" EAST 9.55 FEET;
- 8) SOUTH 76°55'07" WEST 23.45 FEET;
- 9) NORTH 71°05'45" WEST 12.00 FEET TO THE POINT OF BEGINNING.

## PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR SEWER PIPES GRANTED TO OLIVEHURST PUBLIC UTILITY DISTRICT, A CALIFORNIA SPECIAL DISTRICT BY DOCUMENT RECORDED MARCH 29, 2021, INSTRUMENT NO. 2021-005481 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SHOWN ON THAT "TRACT MAP NO. 2003-0007 RIVERSIDE MEADOWS LARGE LOT MAP", RECORDED ON MARCH 24, 2004, IN BOOK 77 OF MAPS, AT PAGES 44-49, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUBA COUNTY, MORE

## PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY POINT OF THE CENTERLINE OF RIVER OAKS BOULEVARD AS SHOWN ON SAID MAP, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT ALONG SAID WESTERLY BOUNDARY NORTH 31°42'52" EAST 8.58 FEET; THENCE NORTH 45°10'57" EAST 29.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID RIVER OAKS BOULEVARD, ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 5;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 5 THE FOLLOWING FIVE {12} COURSES:

- 1) NORTH 45°10'39" EAST 20.09 FEET;
- 2) NORTH 69°39'46" EAST 59.69 FEET;
- 3) NORTH 78°31'17" EAST 131.72 FEET;
- 4) NORTH 68°13'59" EAST 52.56 FEET;
- 5) NORTH 37°57'25" EAST 52.31 FEET;
- 6) NORTH 30°40'53" EAST 108.77 FEET TO A POINT OF CURVATURE;
- 7) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 57°08'24" AND AN ARC LENGTH OF 49.86 FEET TO A POINT OF TANGENCY;
- 8) NORTH 26°27'30" WEST 77.68 FEET;
- 9) NORTH 33°23'26" WEST 98.58 FEET;
- 10) NORTH 18°32'35" WEST 64.26 FEET;
- 11) NORTH 04°29'11" EAST 63.85 FEET;
- 12) NORTH 22°45'17" EAST 34.65 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE LEAVING SAID WESTERLY LINE SOUTH 67°14'43" EAST 82.01 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FOUR {4} COURSES:

- 1) NORTH 13°04'53" WEST 34.48 FEET;
- 2) NORTH 75°44'02" EAST 11.51 FEET TO A POINT OF CURVATURE;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 38°00'04" AND AN ARC LENGTH OF 35.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°26'31" EAST 34.51 FEET;
- 4) SOUTH 75°44'02" WEST 10.52 FEET TO THE POINT OF BEGINNING.

APN: APN: 022-100-003-000 (Affects this and other property); 022-372-008 (New APN not yet assessed)

**SCHEDULE B**

File No. 0131-623865-C

Policy No. 0131-623865-C

**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:

**Part One:**

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

**Part Two:**

- A. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
  1. Intentionally Deleted
  - 1a. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:
 

Community Facilities District TRLIA CFD 2006-1 ZONE 7.
  2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District 1 of the Plumas Elementary School

District, as disclosed by Notice of Special Tax Lien recorded October 30, 2003 as Instrument No. 2003-19068 of Official Records.

3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District 2004-1 (Wastewater Treatment Facility) of the Olivehurst Public Utility District, as disclosed by Notice of Special Tax Lien recorded June 3, 2004 as Instrument No. 2004R-010317 of Official Records.
- 3A. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2005-2 (Park Maintenance), as disclosed by Notice of Special Tax Lien recorded November 22, 2005 as Instrument No. 2005R-029032 of Official Records.

Document(s) declaring modifications thereof recorded August 30, 2021 as Instrument No. 2021-016126 of Official Records.

4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2006-1 (South County Area), as disclosed by Notice of Special Tax Lien recorded April 5, 2007 as Instrument No. 2007R-005944 of Official Records.
5. Taxes and assessments for the 784 District, which are collected with the county taxes.
6. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
7. An easement for drainage of water resulting from irrigation and incidental purposes, recorded February 5, 1947 in Book 106, Page 438 of Official Records.
 

In Favor of:	Title Insurance and Guarantee Company, a Corporation
Affects:	As described therein

The location of the easement cannot be determined from record information.

8. The right to drain all waters, including irrigation waters, through and over the existing...[then]...located on said property, and incidental rights thereto, as reserved in a deed from Title Insurance and Guarantee Company, a California corporation, recorded August 19, 1947 in Book 113, Page 197 of Official Records.
9. An easement for drainage purposes and incidental purposes, recorded June 24, 1952 in Book 162, Page 442 of Official Records.
 

In Favor of:	Western Title Insurance and Guarantee Company, a corporation, formerly Title Insurance and Guarantee Company
Affects:	As described therein

The location of the easement cannot be determined from record information.

10. Intentionally Deleted
11. Intentionally Deleted
12. Intentionally Deleted

13. Intentionally Deleted
14. Intentionally Deleted
15. Intentionally Deleted
16. Intentionally Deleted
17. Intentionally Deleted
18. Intentionally Deleted
19. The terms and provisions contained in the document entitled "Development Agreement" recorded June 30, 2009 as Instrument No. 2009R-009271 of Official Records.
20. Intentionally Deleted
- 20A. Intentionally Deleted
- 20B. Intentionally Deleted
21. Intentionally Deleted
22. Water rights, claims or title to water, whether or not shown by the Public Records.
23. Intentionally Deleted
24. Intentionally Deleted
25. Intentionally Deleted
26. Intentionally Deleted

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this

pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

**ENDORSEMENT****Attached to Policy No. Specimen****Issued By*****First American Title Insurance Company***

The Company insures against loss or damage sustained by the Insured by reason of damage to existing improvements, including lawns, shrubbery or trees, resulting from the exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: (Proforma)

CLTA Form 103.5-06 (03-09-07)  
ALTA - Owner or Lender

