

December 4, 2020

Francisco Ortega

Angela Ortega

Grantor(s)

**REAL PROPERTY PURCHASE CONTRACT
THE LAKE COUNTY WATERSHED PROTECTION DISTRICT
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
Assessor's Parcel No. 004-016-030**

A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Pamela Samms, Principal Right-of-Way Agent, Paragon Partners Ltd, acting on behalf of the Lake County Watershed Protection District, hereinafter referred to as District, who is acquiring the aforesaid real property for the District.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the District of all further obligation or claims on this account, or on account of the proposed public improvement.
- (B) The District requires said property for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

Both Grantor(s) and Grantee recognize that Grantor(s) is being displaced by the District, a public entity, and Grantor(s) is entitled to uniform and equitable treatment under 49 Code of Federal Regulations, Part 24.

2. The District shall:

- (A) Pay the undersigned Grantor(s) the sum of One Hundred Seventy Thousand Dollars (\$170,000), for the property or interest conveyed by the above document when title to said property vests in the District, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefore.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which

this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments, which have become a lien at the close of escrow.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand be made payable to mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.
4. Grantor warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agree(s) to hold the District harmless and reimburse the District for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
5. Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under Federal or State law, the District may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District or its authorized agents, including the right to remove and dispose of improvements, shall commence on November 1, 2020, or the close of escrow controlling this transaction, whichever occurs first, and that the payment shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any from said date.
7. Should the property be materially destroyed by fire, earthquake or other calamity without fault of either party, this contract may be rescinded by the District; in such an event, the District may reappraise the property and make an offer thereon.
8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for a 9.84± acre parcel including all improvements of which are considered to be part of the realty and are being acquired by the District in this transaction.
9. It is understood and agreed that the acquisition price of the property being acquired in this transaction reflects the fair market value of all the real property without the presence of any personal property. Personal property includes but is not limited to non-operative vehicles and vehicle parts, non-operative farm equipment and farm equipment parts, non-operative appliances and appliance parts, unattached playground equipment, children vehicles and toys, gardening, household, and farming tools, fencing and gate material, pipe, post, firewood, bottles, cans, clothing and other miscellaneous personal items that could be of value or could be considered rubbish.

It is further understood and agreed that Grantor(s) shall remove all personal property from real property prior to vacating said real property. Any personal property remaining on real property, for any reason, after Grantor(s) vacates said real property shall become the property of the District and District may dispose of said personal property as it may see fit. Grantor(s) agree that District is entitled to be reimbursed by Grantor(s) for reasonable

cost associated with the removal, if necessary, of Grantor(s) personal property if personal property is not removed by Grantor(s) prior to or upon Grantor(s) vacating said real property.

10. It is agreed that the Grantor(s) shall have a 15-day grace period commencing on the day following the date of recordation of the deed conveying title to the District.


11. It is understood and agreed that the Grantor(s) shall eliminate to the satisfaction of the below named title company the effect of the following title exceptions disclosed on that certain preliminary title report prepared by Fidelity National Title Company of California, Escrow No. 5141900659.



See attached report.

12. This transaction will be administered through an escrow with Fidelity National Title Company of California, 377 Lakeport Boulevard, Lakeport, CA 95453, (707) 263-0127, Escrow No. 5141900659.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:


Pamela Samms, Principal Right of Way Agent
Paragon Partners, Ltd.
On behalf of the Lake County Watershed
Protection District


Francisco Ortega

Angela Ortega

APPROVED AS TO FORM—
ANITA L. GRANT
County Counsel

Grantors

APPROVED:

By: _____

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

ATTEST:

Carol J. Hutchingson
Clerk of the Board

By: _____

By: _____
Chair, Board of Directors

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

Visit Us on our Website: www.fntic.com



Fidelity National Title
Insurance Company

ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company of California
704 E. Perkins St, Suite D • Ukiah, CA 95482
(707)467-9212 • FAX (707)467-9183

**Another Prompt Delivery From Fidelity National Title Insurance Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Cathy Clark
Email: Cathy.Clark@fnf.com
Title No.: FSNX-5141900659-CC

Escrow Officer: Susie Robertson
Email: susie.robertson@fnf.com
Escrow No.: FSNX-5141900659 -SR

TO: County of Lake, a Political Subdivision of the State of California
255 N. Forbes St. DPW309
Lakeport, CA 95453
Attn:

PROPERTY ADDRESS(ES): 8100 Sailor Avenue, Upper Lake, CA

EFFECTIVE DATE: November 5, 2019 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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

A Fee

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

Francisco Ortega and Angela Ortega, husband and wife as joint tenants

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): 004-016-030-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 35 AS SHOWN ON THAT CERTAIN MAP ENTITLED "EDMANDS RECLAIMED LAND CO. SUBDIVISION", FLED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON MAY 12, 1925, IN BOOK 4 OF TOWN MAPS AT PAGES 52 TO 56, INCLUSIVE.

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 2020-2021.
2. Taxes and assessments for the fiscal year 2019-2020 are not currently available by the Lake County Tax Collector's Office until January 15, 2020.

Please contact the Lake County Tax Collector at (707) 263-2234.

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. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
5. Said land lies within the boundaries of Reclamation District No. 2070 and is subject to the rules, regulations and by-laws therein. Said land is also subject to any assessment and bonded indebtedness thereof.
6. Rights of the public to any portion of the Land lying within the area commonly known as Sailor Avenue and Reclamation Road
7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Hammond Slough or has been formed by accretion to any such portion.
9. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Hammond Slough.
10. Any rights in favor of the public which may exist on said Land if said land or portions thereof are or were at any time used by the public.
11. A reservation in the deed from California Agricultural and Improvement Association, a corporation to Gard G. Hammond, dated October 30, 1884 of record in Book 15 of Deeds at Page 425, Lake County Records. Affects riparian rights

EXCEPTIONS
(continued)

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

Granted to: Affred William Johnson
Purpose: Right of way
Recording Date: November 16, 1988
Recording No.: Book 21, Page 53, of Deeds
Affects: Said land

13. Matters contained in that certain document

Entitled: Agreement
Executed by: Yolo Water and Power Company and between Arthur C. Grilik, et al
Recording Date: July 10, 1924
Recording No.: Book 70, Page 49, of Deeds

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Certificate of Compliance
Dated: April 5, 1991
Executed By: Lake County Planning Department
Recording Date: April 5, 1991
Recording No.: 91-007073, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: \$20,000.00
Dated: December 20, 2000
Trustor/Grantor: Jesus Mendoza and Elva Mendoza, husband and wife
and Blanca Rosa Mendoza, an unmarried woman
Trustee: First American Title Insurance Company, a California Corporation
Beneficiary: Alphonso C. Coldenhoff and Rose R. Coldenhoff husband and wife as joint tenants
Loan No: None Shown
Recording Date: December 28, 2000
Recording No.: 2000-022608, of Official Records

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Ron Hilliard, as trustee of Optomechanics Research Inc. profit sharing plan
Recording Date: April 26, 2001
Recording No: 2001-007840, of Official Records

EXCEPTIONS
(continued)

16. 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.

17. 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.

18. 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): Vestee shown herein

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

19. We find various Liens and Judgments that are of record against persons with similar or the same name as that of the vestee(s) shown herein. In order to complete this report, the Company requires a Statement of Information to be provided for the following vestee(s), which may allow and assist in the elimination of some or all of the said liens and judgments. After review of the requested Statement of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Francisco Ortega and Angela Ortega

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

20. 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 name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: County of Lake
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** 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 4.** 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 5.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** 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.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 8.** 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 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES

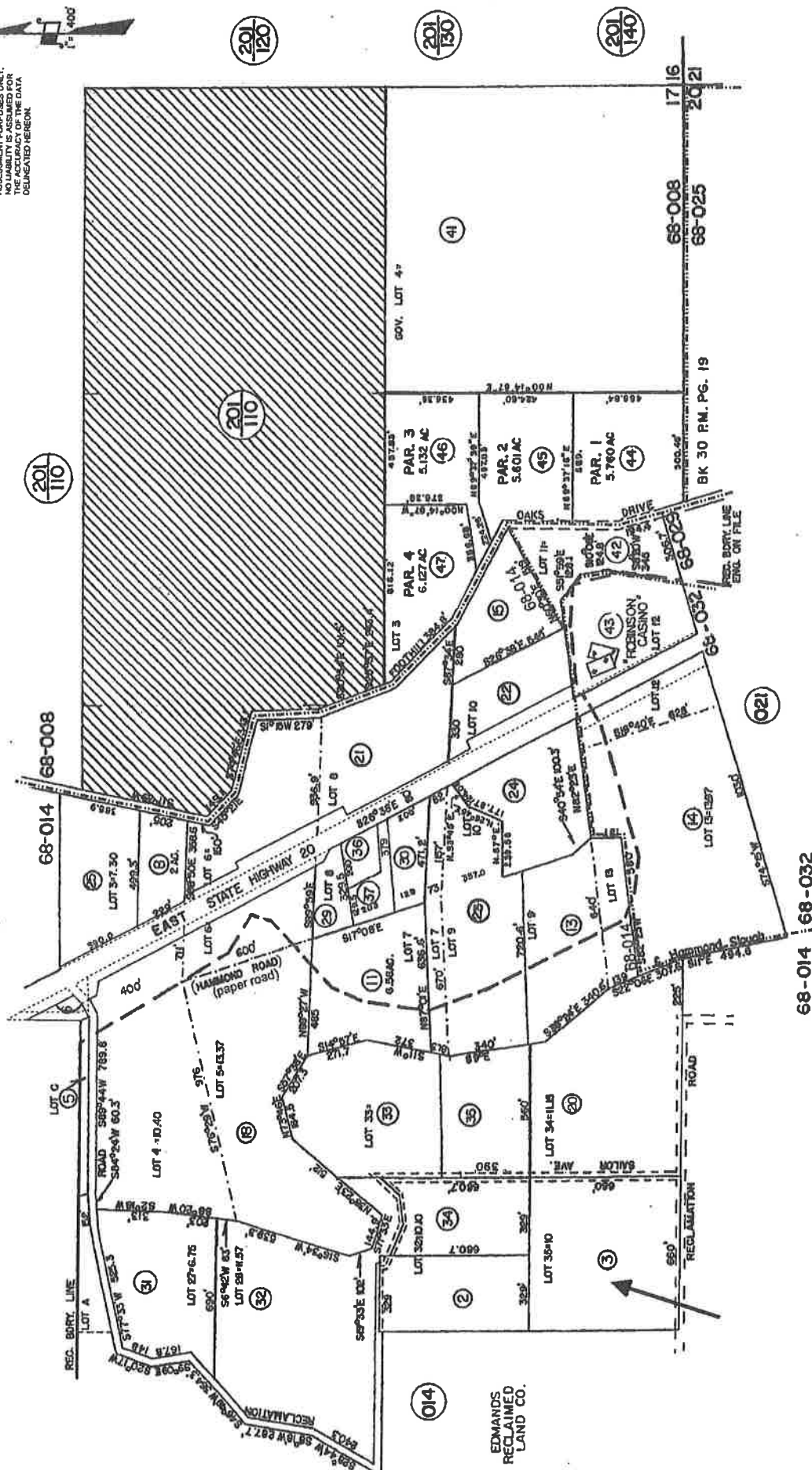
T.R.A.
68-008
68-014
68-029
68-032

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

S 1/2 OF SEC. 17 T 15 N R 9 W

"EDMANDS RECLAIMED LAND CO. SUBDIVISION"



Description: Lake, CA Assessor Map - Book. Page 4.16 Page: 1 of 1
Order: t Comment:

December 4, 2020

Francisco Ortega

Angela Ortega

Grantor(s)

**REAL PROPERTY PURCHASE CONTRACT
THE LAKE COUNTY WATERSHED PROTECTION DISTRICT
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
Assessor's Parcel No. 004-016-030**

A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Pamela Samms, Principal Right-of-Way Agent, Paragon Partners Ltd, acting on behalf of the Lake County Watershed Protection District, hereinafter referred to as District, who is acquiring the aforesaid real property for the District.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the District of all further obligation or claims on this account, or on account of the proposed public improvement.
- (B) The District requires said property for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

Both Grantor(s) and Grantee recognize that Grantor(s) is being displaced by the District, a public entity, and Grantor(s) is entitled to uniform and equitable treatment under 49 Code of Federal Regulations, Part 24.

2. The District shall:

- (A) Pay the undersigned Grantor(s) the sum of One Hundred Seventy Thousand Dollars (\$170,000), for the property or interest conveyed by the above document when title to said property vests in the District, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefore.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which

this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments, which have become a lien at the close of escrow.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand be made payable to mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.
4. Grantor warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agree(s) to hold the District harmless and reimburse the District for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
5. Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under Federal or State law, the District may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District or its authorized agents, including the right to remove and dispose of improvements, shall commence on November 1, 2020, or the close of escrow controlling this transaction, whichever occurs first, and that the payment shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any from said date.
7. Should the property be materially destroyed by fire, earthquake or other calamity without fault of either party, this contract may be rescinded by the District; in such an event, the District may reappraise the property and make an offer thereon.
8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for a 9.84± acre parcel including all improvements of which are considered to be part of the realty and are being acquired by the District in this transaction.
9. It is understood and agreed that the acquisition price of the property being acquired in this transaction reflects the fair market value of all the real property without the presence of any personal property. Personal property includes but is not limited to non-operative vehicles and vehicle parts, non-operative farm equipment and farm equipment parts, non-operative appliances and appliance parts, unattached playground equipment, children vehicles and toys, gardening, household, and farming tools, fencing and gate material, pipe, post, firewood, bottles, cans, clothing and other miscellaneous personal items that could be of value or could be considered rubbish.

It is further understood and agreed that Grantor(s) shall remove all personal property from real property prior to vacating said real property. Any personal property remaining on real property, for any reason, after Grantor(s) vacates said real property shall become the property of the District and District may dispose of said personal property as it may see fit. Grantor(s) agree that District is entitled to be reimbursed by Grantor(s) for reasonable

cost associated with the removal, if necessary, of Grantor(s) personal property if personal property is not removed by Grantor(s) prior to or upon Grantor(s) vacating said real property.

10. It is agreed that the Grantor(s) shall have a 15-day grace period commencing on the day following the date of recordation of the deed conveying title to the District.

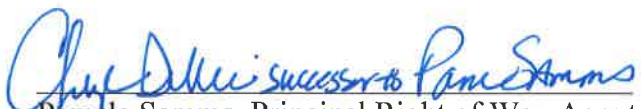
11. It is understood and agreed that the Grantor(s) shall eliminate to the satisfaction of the below named title company the effect of the following title exceptions disclosed on that certain preliminary title report prepared by Fidelity National Title Company of California, Escrow No. 5141900659.



See attached report.

12. This transaction will be administered through an escrow with Fidelity National Title Company of California, 377 Lakeport Boulevard, Lakeport, CA 95453, (707) 263-0127, Escrow No. 5141900659.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:


Pamela Samms, Principal Right of Way Agent
Paragon Partners, Ltd.
On behalf of the Lake County Watershed
Protection District


Francisco Ortega

Angela Ortega

APPROVED AS TO FORM—
ANITA L. GRANT
County Counsel

Grantors

APPROVED:

By: _____

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

ATTEST:

Matt Perry
Clerk of the Board

By: _____

By: _____
Chair, Board of Directors

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

Visit Us on our Website: www.fntic.com



Fidelity National Title
Insurance Company

ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company of California
704 E. Perkins St, Suite D • Ukiah, CA 95482
(707)467-9212 • FAX (707)467-9183

***Another Prompt Delivery From Fidelity National Title Insurance Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Cathy Clark
Email: Cathy.Clark@fnf.com
Title No.: FSNX-5141900659-CC

Escrow Officer: Susie Robertson
Email: susie.robertson@fnf.com
Escrow No.: FSNX-5141900659 -SR

TO: County of Lake, a Political Subdivision of the State of California
255 N. Forbes St. DPW309
Lakeport, CA 95453
Attn:

PROPERTY ADDRESS(ES): 8100 Sailor Avenue, Upper Lake, CA

EFFECTIVE DATE: November 5, 2019 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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

A Fee

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

Francisco Ortega and Angela Ortega, husband and wife as joint tenants

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): 004-016-030-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 35 AS SHOWN ON THAT CERTAIN MAP ENTITLED "EDMANDS RECLAIMED LAND CO. SUBDIVISION", FLED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON MAY 12, 1925, IN BOOK 4 OF TOWN MAPS AT PAGES 52 TO 56, INCLUSIVE.

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 2020-2021.
2. Taxes and assessments for the fiscal year 2019-2020 are not currently available by the Lake County Tax Collector's Office until January 15, 2020.

Please contact the Lake County Tax Collector at (707) 263-2234.

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. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
5. Said land lies within the boundaries of Reclamation District No. 2070 and is subject to the rules, regulations and by-laws therein. Said land is also subject to any assessment and bonded indebtedness thereof.
6. Rights of the public to any portion of the Land lying within the area commonly known as Sailor Avenue and Reclamation Road
7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Hammond Slough or has been formed by accretion to any such portion.
9. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Hammond Slough.
10. Any rights in favor of the public which may exist on said Land if said land or portions thereof are or were at any time used by the public.
11. A reservation in the deed from California Agricultural and Improvement Association, a corporation to Gard G. Hammond, dated October 30, 1884 of record in Book 15 of Deeds at Page 425, Lake County Records. Affects riparian rights

EXCEPTIONS
(continued)

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

Granted to: Atfred William Johnson
Purpose: Right of way
Recording Date: November 16, 1988
Recording No.: Book 21, Page 53, of Deeds
Affects: Said land

13. Matters contained in that certain document

Entitled: Agreement
Executed by: Yolo Water and Power Company and between Arthur C. Grillik, et al
Recording Date: July 10, 1924
Recording No.: Book 70, Page 49, of Deeds

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Certificate of Compliance
Dated: April 5, 1991
Executed By: Lake County Planning Department
Recording Date: April 5, 1991
Recording No.: 91-007073, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: \$20,000.00
Dated: December 20, 2000
Trustor/Grantor: Jesus Mendoza and Elva Mendoza, husband and wife
and Blanca Rosa Mendoza, an unmarried woman
Trustee: First American Title Insurance Company, a California Corporation
Beneficiary: Alphonso C. Coldenhoff and Rose R. Coldenhoff husband and
wife as joint tenants
Loan No: None Shown
Recording Date: December 28, 2000
Recording No.: 2000-022608, of Official Records

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Ron Hilliard, as trustee of Optomechanics Research Inc. profit sharing plan
Recording Date: April 26, 2001
Recording No: 2001-007840, of Official Records

EXCEPTIONS

(continued)

16. 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.

17. 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.

18. 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): Vestee shown herein

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

19. We find various Liens and Judgments that are of record against persons with similar or the same name as that of the vestee(s) shown herein. In order to complete this report, the Company requires a Statement of Information to be provided for the following vestee(s), which may allow and assist in the elimination of some or all of the said liens and judgments. After review of the requested Statement of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Francisco Ortega and Angela Ortega

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

20. 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 name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: County of Lake
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** 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 4.** 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 5.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** 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.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 8.** 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 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES

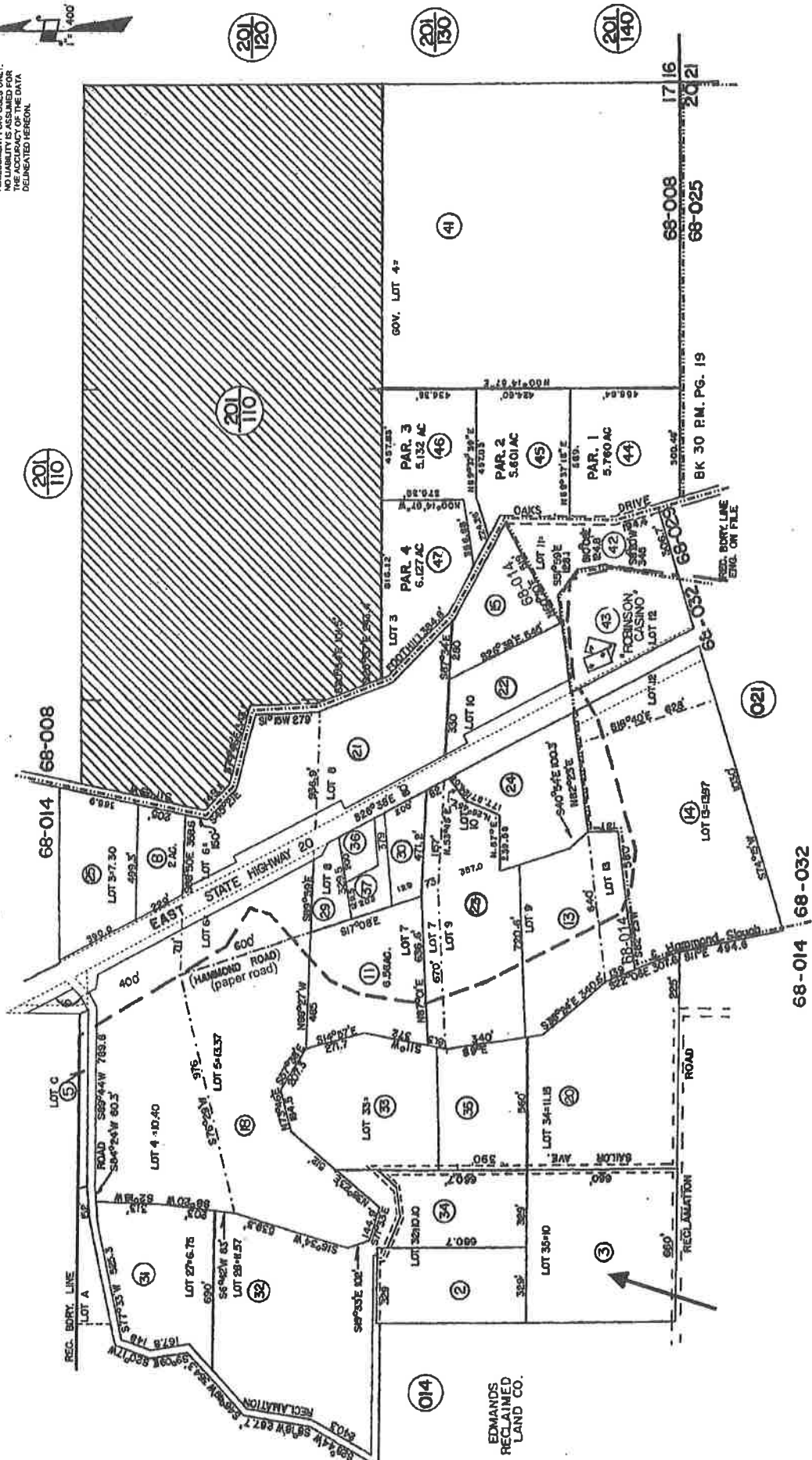
4-016

T.R.A.
68-008
68-014
68-029
68-032

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY.
IT IS NOT TO BE USED FOR
THE ACCURACY OF THE DATA
DELIMITED HEREON.

S 1/2 OF SEC. 17 T 15 N R 9 W
"EDMANDS RECLAIMED LAND CO. SUBDIVISION"

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT
COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



December 4, 2020

Francisco Ortega

Angela Ortega

Grantor(s)

**REAL PROPERTY PURCHASE CONTRACT
THE LAKE COUNTY WATERSHED PROTECTION DISTRICT
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
Assessor's Parcel No. 004-016-030**

A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Pamela Samms, Principal Right-of-Way Agent, Paragon Partners Ltd, acting on behalf of the Lake County Watershed Protection District, hereinafter referred to as District, who is acquiring the aforesaid real property for the District.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the District of all further obligation or claims on this account, or on account of the proposed public improvement.
- (B) The District requires said property for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

Both Grantor(s) and Grantee recognize that Grantor(s) is being displaced by the District, a public entity, and Grantor(s) is entitled to uniform and equitable treatment under 49 Code of Federal Regulations, Part 24.

2. The District shall:

- (A) Pay the undersigned Grantor(s) the sum of One Hundred Seventy Thousand Dollars (\$170,000), for the property or interest conveyed by the above document when title to said property vests in the District, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefore.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which

this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments, which have become a lien at the close of escrow.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand be made payable to mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.

4. Grantor warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agree(s) to hold the District harmless and reimburse the District for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

5. Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under Federal or State law, the District may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District or its authorized agents, including the right to remove and dispose of improvements, shall commence on November 1, 2020, or the close of escrow controlling this transaction, whichever occurs first, and that the payment shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any from said date.

7. Should the property be materially destroyed by fire, earthquake or other calamity without fault of either party, this contract may be rescinded by the District; in such an event, the District may reappraise the property and make an offer thereon.

8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for a 9.84± acre parcel including all improvements of which are considered to be part of the realty and are being acquired by the District in this transaction.

9. It is understood and agreed that the acquisition price of the property being acquired in this transaction reflects the fair market value of all the real property without the presence of any personal property. Personal property includes but is not limited to non-operative vehicles and vehicle parts, non-operative farm equipment and farm equipment parts, non-operative appliances and appliance parts, unattached playground equipment, children vehicles and toys, gardening, household, and farming tools, fencing and gate material, pipe, post, firewood, bottles, cans, clothing and other miscellaneous personal items that could be of value or could be considered rubbish.

It is further understood and agreed that Grantor(s) shall remove all personal property from real property prior to vacating said real property. Any personal property remaining on real property, for any reason, after Grantor(s) vacates said real property shall become the property of the District and District may dispose of said personal property as it may see fit. Grantor(s) agree that District is entitled to be reimbursed by Grantor(s) for reasonable

cost associated with the removal, if necessary, of Grantor(s) personal property if personal property is not removed by Grantor(s) prior to or upon Grantor(s) vacating said real property.

10. It is agreed that the Grantor(s) shall have a 15-day grace period commencing on the day following the date of recordation of the deed conveying title to the District.

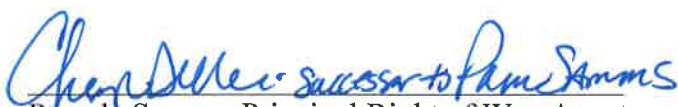
11. It is understood and agreed that the Grantor(s) shall eliminate to the satisfaction of the below named title company the effect of the following title exceptions disclosed on that certain preliminary title report prepared by Fidelity National Title Company of California, Escrow No. 5141900659.



See attached report.

12. This transaction will be administered through an escrow with Fidelity National Title Company of California, 377 Lakeport Boulevard, Lakeport, CA 95453, (707) 263-0127, Escrow No. 5141900659.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:


Pamela Samms, Principal Right of Way Agent
Paragon Partners, Ltd.
On behalf of the Lake County Watershed
Protection District


Francisco Ortega

Angela Ortega

APPROVED AS TO FORM—
ANITA L. GRANT
County Counsel

Grantors

APPROVED:

By: _____

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

ATTEST:
Matt Perry
Clerk of the Board

By: _____

By: _____
Chair, Board of Directors

Visit Us on our Website: www.fntic.com



Fidelity National Title[®]
Insurance Company

ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company of California
704 E. Perkins St, Suite D • Ukiah, CA 95482
(707)467-9212 • FAX (707)467-9183

***Another Prompt Delivery From Fidelity National Title Insurance Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Cathy Clark
Email: Cathy.Clark@fnf.com
Title No.: FSNX-5141900659-CC

Escrow Officer: Susie Robertson
Email: susie.robertson@fnf.com
Escrow No.: FSNX-5141900659 -SR

TO: County of Lake, a Political Subdivision of the State of California
255 N. Forbes St. DPW309
Lakeport, CA 95453
Attn:

PROPERTY ADDRESS(ES): 8100 Sailor Avenue, Upper Lake, CA

EFFECTIVE DATE: November 5, 2019 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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

A Fee

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

Francisco Ortega and Angela Ortega, husband and wife as joint tenants

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): 004-016-030-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 35 AS SHOWN ON THAT CERTAIN MAP ENTITLED "EDMANDS RECLAIMED LAND CO. SUBDIVISION", FLED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON MAY 12, 1925, IN BOOK 4 OF TOWN MAPS AT PAGES 52 TO 56, INCLUSIVE.

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 2020-2021.
2. Taxes and assessments for the fiscal year 2019-2020 are not currently available by the Lake County Tax Collector's Office until January 15, 2020.

Please contact the Lake County Tax Collector at (707) 263-2234.

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. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
5. Said land lies within the boundaries of Reclamation District No. 2070 and is subject to the rules, regulations and by-laws therein. Said land is also subject to any assessment and bonded indebtedness thereof.
6. Rights of the public to any portion of the Land lying within the area commonly known as Sailor Avenue and Reclamation Road
7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. Any adverse claim based upon the assertion that:
 - a) Some portion of said Land has been created by artificial means, or has accreted to such portion so created.
 - b) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Hammond Slough or has been formed by accretion to any such portion.
9. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Hammond Slough.
10. Any rights in favor of the public which may exist on said Land if said land or portions thereof are or were at any time used by the public.
11. A reservation in the deed from California Agricultural and Improvement Association, a corporation to Gard G. Hammond, dated October 30, 1884 of record in Book 15 of Deeds at Page 425, Lake County Records. Affects riparian rights

EXCEPTIONS
(continued)

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

Granted to: Atfred William Johnson
Purpose: Right of way
Recording Date: November 16, 1988
Recording No.: Book 21, Page 53, of Deeds
Affects: Said land

13. Matters contained in that certain document

Entitled: Agreement
Executed by: Yolo Water and Power Company and between Arthur C. Grilik, et al
Recording Date: July 10, 1924
Recording No.: Book 70, Page 49, of Deeds

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Certificate of Compliance
Dated: April 5, 1991
Executed By: Lake County Planning Department
Recording Date: April 5, 1991
Recording No.: 91-007073, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: \$20,000.00
Dated: December 20, 2000
Trustor/Grantor: Jesus Mendoza and Elva Mendoza, husband and wife
and Blanca Rosa Mendoza, an unmarried woman
Trustee: First American Title Insurance Company, a California Corporation
Beneficiary: Alphonso C. Coldenhoff and Rose R. Coldenhoff husband and
wife as joint tenants
Loan No: None Shown
Recording Date: December 28, 2000
Recording No.: 2000-022608, of Official Records

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Ron Hilliard, as trustee of Optomechanics Research Inc. profit sharing plan
Recording Date: April 26, 2001
Recording No: 2001-007840, of Official Records

EXCEPTIONS
(continued)

16. 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.

17. 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.

18. 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): Vestee shown herein

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

19. We find various Liens and Judgments that are of record against persons with similar or the same name as that of the vestee(s) shown herein. In order to complete this report, the Company requires a Statement of Information to be provided for the following vestee(s), which may allow and assist in the elimination of some or all of the said liens and judgments. After review of the requested Statement of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): Francisco Ortega and Angela Ortega

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

20. 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 name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: County of Lake
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** 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 4.** 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 5.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** 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.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 8.** 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 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES

4-016

T.R.A.
68-008
68-014
68-029
68-032

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY.
NO LIABILITY IS ASSUMED
FOR THE ACCURACY OF THE DATA
DELINEATED HEREON.

S 1/2 OF SEC. 17 T 15 N R 9 W
"EDMANDS RECLAIMED LAND CO. SUBDIVISION"

015

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT
COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

