



**Paradise Recreation and Park District
Board of Directors - Special Meeting**
Terry Ashe Recreation Center, Room B
Thursday, September 18, 2025, 1:30 pm

Members of the public may submit comments prior to the meeting via email to BODclerk@paradisepprd.com before 1:00 p.m. on the day of the meeting or they may comment on Agenda items on during the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard. The public may access this meeting remotely:

Web Access: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>

Telephone Access: **Dial:** +1 669 900 9128. **Meeting ID:** 845 1856 1101 **Password:** 6626

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:

2. PUBLIC COMMENT

3. OLD BUSINESS

- 3.1. Paradise Community Center (PCC) Donation Resolution (#25-09-2-553) – The District (PRPD) has collaborated with the PCC, formerly the Paradise Ridge Senior Center, to rebuild and plan for the long-term operation of the Center. The two organizations have determined that transferring the completed facility and assets to PRPD will best ensure its long-term success. Legal counsel has reviewed the agreement, though additional changes are likely with the PCC attorney. Staff recommend authority to finalize the agreement and related tasks to transfer the center and remaining PCC assets to the District. **Recommendation:** *Approve Resolution #25-09-2-553.*
- 3.2. 2026 New District Medical Benefits. – The District has been working with GCI to find the District a new affordable medical with equal or better coverage. After cost comparisons done by GCI Insurance Brokers, Anthem Blue Cross has the best rates with the coverage the District was looking for. The District would now like to take the next steps in the process of enrolling to have Anthem Blue Cross as the new medical provider. **Recommendation:** *Authorize the District Manager to complete the Employer Enrollment Application.*

4. BOARD COMMENT

5. ADJOURNMENT

Adjourn to the next regular meeting on 10/8/2025 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepprd.com at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Staff Report

September 18, 2025



DATE: 9/8/2025
 TO: Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Paradise Community Center Construction Progress Report

Summary

Over the past several years, the Paradise Recreation and Park District (PRPD) has collaborated with the Paradise Community Center (PCC), formerly the Paradise Ridge Senior Center, to rebuild and plan for the long-term operation of the Center. Following the successful completion of a Memorandum of Understanding (MOU), the two organizations have determined that transferring the completed facility and assets to PRPD will best ensure its long-term success. Legal counsel has reviewed the agreement, though additional changes are likely with the PCC attorney. Staff seeks authorization to proceed with the necessary tasks, in consultation with legal counsel, to finalize the agreement and related tasks to transfer the center and remaining PCC assets to the District.

Recommendation: *Approved Resolution # 25-09-2-553 (Attachment A).*

1. Background

Prior to the 2018 Camp Fire, the Paradise Community Center (PCC) operated a multipurpose facility at 877 Nunneley Road, Paradise, CA 95969 (Butte County Assessor's Parcel Number 053-120-085). This Center served as a hub for activities and services for the local community.

In 2021, PRPD and PCC began exploring opportunities to rebuild the Center and evaluate options for its long-term operation. In October 2021, the PRPD Board of Directors (BOD) approved an initial MOU to assess the feasibility of a collaborative rebuild. This effort was supported by a grant from the North Valley Community Foundation/Butte Strong Fund, which funded key studies:

- Updated Rebuild Estimate and complete inventory (Sierra West Group);
- Community Engagement and Collaboration effort (Blue Flamingo Marketing Advocates); and
- Conceptual Design for a Reborn Facility (Melton Design Group).

PRPD managed the project, conducting a feasibility study that gathered significant community input (551 participants) and developed a revised design. In September 2022, the BOD reviewed the study and directed staff to prepare a subsequent MOU (Project Development MOU). On July 1, 2023, PRPD and PCC signed a Project Development MOU to advance funding, reconstruction, and final reporting.

The PCC has provided regular updates on progress, and this report fulfills the requirement for a final written report while outlining recommended next steps.

a. Progress on Design, Costing, and Permits for Reconstruction

Contractor Engagement: On August 23, 2023, PCC engaged North Valley Building Systems (NVBS) and subcontractors to meet the insurer's deadline of May 12, 2025, for an additional \$460,000 in funds.

Permits: PCC and contractors successfully secured all necessary permits through the Town of Paradise and Butte County.

Construction Progress: As of January 14, 2025, the building's exterior is complete, with significant interior work underway. Landscaping has been addressed in later project phases, and the project met the insurance requirement for May 12, 2025. Additionally, a solar system is under construction and will be completed shortly.

Facility Overview: The roughly 10,000 square foot (SF) building offers Large and Small Event Space, a Conference Room, a Foyer/Lobby, Office, Commercial Kitchen (appliances installed during the summer), and Restrooms & Utility (8 Toilets, 8 sinks).

Additional features include a service window access to the kitchen, movable divider walls, a stage, storage, a vehicle drop-off point, a booming sound system, and a rebuilt Veterans Memorial. Future enhancements, such as a commercial kitchen, expanded outdoor event space and a monument sign, may be pursued as resources allow.

b. Fulfillment of roles and responsibilities

Under the 2023 Construction MOU, PRPD supported PCC with design and construction input, contractor coordination, and community engagement. PCC took the lead in project execution, managing contractors and funding. Regular updates were provided to PRPD at key milestones.

The organizations have developed a shared vision for transferring ownership and management of the Center to PRPD. This arrangement aligns with PRPD's expertise in programming and facility maintenance, ensuring the Center's long-term viability. During this transition period, staff have contemplated programs and events but will not fully plan for them until the transfer occurs.

c. Progress on Capital Project Fundraising

Originally, the MOU envisioned a campaign to raise additional funds would be necessary. However, PCC was able to use insurance proceeds and settlement funds to initiate construction. Construction began on June 26, 2024, and progressed quickly. The project was essentially completed on May 12, 2025.

d. Disposition of Assets and Long-Term Management of the Center

The 2022 Feasibility Study examined partnership models, ultimately recommending the transfer of ownership and management from PCC to PRPD. Remaining PCC assets will support long-term operations, and PCC plans to dissolve post-transfer. The facility's historical significance and multifunctional design position it as a vital community resource. PRPD aims to enhance programming, engage partners, and ensure the Center remains a vibrant hub for the Ridge community.

2. Fiscal Impact

A property transfer would increase PRPD's assets, valued as follows:

Table 1. Estimated Costs for the Paradise Community Center.

Item	Estimated Costs
Building	\$ 3,657,147.57
Landscaping	\$ 59,404.15
Kitchen	\$ 141,338.48
Solar	\$ 99,969.30
Building Sign	\$ 5,500.84
Plaque	\$ 1,800.00
Land Value	\$ 159,230.00
Total Value	\$ 4,124,390.34

Staff estimates operational costs at \$100,000 annually, with potential offsets from rentals and sponsorships (though this may grow initially slowly). Staff recommend developing a fee schedule and exploring partnerships to optimize facility use and revenue generation.

A transfer of the property and remaining assets would result in an increase of assets to the District some funds will remain in reserve to cover any incidentals related to the dissolution of the PCC. Staff expects an estimate from PCC as the final steps are completed. We do not currently have an estimate of these proceeds, Staff recommends that these funds be considered for facility contents, improvements, and operations (open hours for seniors for example) for the first couple of years. If for whatever reason, there are significant remaining liabilities or proceeds are limited (less than \$50,000), staff will notify the BOD, otherwise this will simply be noted in future reports.

If transferred, the building operation, marketing, management, utilities, supplies, and maintenance will incur costs for the District. Recreational programs will also incur costs; however, some of those costs are typically off set with fees

or event sponsorship. The District does anticipate a lag time for these programs to grow as people become more familiar with offerings. As a conservative estimate, the District estimates that costs to maintain the building will be about \$100K. For reference, the costs for operating TARC are roughly \$69K for FY 2023-24 (Maintenance wages \$50,404.82, Utilities \$15040.24, Office and Maintenance supplies \$3,622.84, this does not include administrative costs).

The District will look for community and partners to help “keep the building busy” and use that revenue to off-set the costs of the building and long-term maintenance. The District foresees additional needs for marketing and promoting the facility and will investigate the possibility of a staff member devoted to this task or an outside entity providing this service. The District will explore the needs of other organizations who may need long-term rentals or uses for the facility. If the transfer is approved, staff will develop a fee schedule to allow for reasonable rates to recoup costs. The fee schedule will require BOD approval.

3. Committee Recommendation

Because of the scale of this endeavor, Staff proposes that the Recreation and Park Committee and the Finance Committee review the facility and fiscal impacts.

4. Permits and Environmental Review

All construction permits and clearances are complete. The transfer does not require additional environmental review.

5. Discussion

The focus of the MOU was on the steps to complete the construction and consideration of the long-term ownership of the property. As these steps have been completed, the District and PCC developed a plan to transfer the property and assets to the District (Attachment B) and Title Report (Attachment C).

Moving forward with the transfer key considerations for PRPD include:

- Building Uses: Ensuring diverse programming to meet community needs. Though it may take time to develop, the District is actively developing programming and seeks “anchor” tenants to use the building. The District will work with PCC to see if past partners or programs may be interested in returning to the center.
- Staff Capacity: Allocating resources for maintenance and programming.
- Financial Impacts: Balancing operational costs with revenue opportunities.

Despite challenges, transfer represents a unique opportunity to restore an essential community asset. This partnership provides a generational opportunity for the community and while it may take a year or two to develop sufficient revenue and programming, staff is confident that if the BOD chooses this direction that we will be able to develop new partnerships and programs for the community.

Staff recommend that the BOD direct the District Manager to work with legal counsel to move forward with the transfer agreement, develop related collaboration with the PCC, and move forward with developing new programs for the facility.

Staff anticipate further recommendations associated with marketing, operations, and management will be forthcoming and likely tied in with the FY 2026-27 budget cycle. Some of this information may take the form of a business or facility plan (which may be tied in with the forthcoming District Management Plan).

Attachments:

- A. Resolution #25-09-2-553.
- B. Draft Transfer Agreement
- C. Condition of Title

https://paradisepprd.sharepoint.com/sites//Shared Documents/_/BOD_PCC_PRPD_Construction_Management_Report_25.0114.docx
9/15/2025



Paradise Recreation & Park District

6626 Skyway
 Paradise, CA 95969
 Email: info@ParadisePRPD.com
 Website: www.ParadisePRPD.com

Phone: 530-872-6393
 Fax: 530-872-8619

RESOLUTION #25-09-2-553

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARADISE RECREATION AND PARK DISTRICT ACCEPTING THE DONATION OF PROPERTY FROM PARADISE COMMUNITY CENTER AND AUTHORIZING THE EXECUTION OF THE 2025 TRANSFER OF ASSETS

WHEREAS, Paradise Community Center (“PCC”) is the owner of certain real property located at 877 Nunneley Road, Paradise, CA 95969, being Butte County Assessor’s Parcel Number 053-120-085 (the “Property”); and

WHEREAS, PCC desires to donate the Property to the Paradise Recreation and Park District (“District”) to be used for public park and recreation purposes; and

WHEREAS, the District and PCC have negotiated a 2025 Transfer Agreement setting forth the terms and conditions of the donation and conveyance of the Property; and

WHEREAS, the Board of Directors finds that acceptance of the Property is in the best interest of the District and the residents it serves, and that the Property will be held and used for recreation and park purposes consistent with the District’s statutory authority under California law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Paradise Recreation and Park District at our normal place of business (6626 Skyway, Paradise, CA 95969) in the County of Butte, State of California), as follows:

1. Approval of the 2025 Transfer Agreement. The Transfer Agreement between the District and PCC, substantially in the form presented to the Board, is hereby approved.
2. Authorization to Execute. The District Manager is authorized and directed to execute the 2025 Transfer Agreement and any and all documents necessary to carry out the conveyance and donation of the Property, with such minor revisions as may be approved by District Counsel.

PCC and PRPD Transfer Agreement
Version 9/15/2025

**2025 TRANSFER OF ASSETS AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND
PARADISE COMMUNITY CENTER**

This agreement (“Agreement”) is executed on the date last set forth below opposite the parties’ signatures by and between Paradise Community Center, a California nonprofit public benefit corporation (“PCC”) and Paradise Recreation and Park District, a California recreation and park district (“PRPD”).

RECITALS

This Agreement is based upon the following facts:

- A. Prior to the 2018 Camp Fire, PCC owned and operated a multipurpose Community Center for Paradise and the Upper Ridge (the “Center”) which served as a focal point of a community-based service delivery system for senior citizens and other community members. The Center was located at 877 Nunneley Road, Paradise, CA 95969, being Butte County Assessor’s Parcel Number 053-120-085 (the “Property”).
- B. The Center was destroyed in the Camp Fire.
- C. Due to the dislocation caused by the Camp Fire, the Town of Paradise has lost many of its citizens who have relocated to other locales, PCC continues to believe that the Town of Paradise in the future shall need a facility similar to the Center.
- D. PRPD serves the recreation and park needs of the Paradise, Magalia and the Upper Ridge, Butte Creek Canyon, and Concow/Yankee Hill Areas, and owns, manages, and maintains the facilities, including the Terry Ashe Recreation Center, parks, and other facilities. It has substantial knowledge of and experience in the construction, ownership, and operation of community facilities.
- E. PCC desires to gift and transfer ownership of the Property, including all improvements thereon, to the District and District desires to accept the same.

SECTION II

Responsibilities and Tasks

In consideration of the foregoing facts, the following terms and conditions PCC and PRPD agree as follows:

1. PCC Responsibilities

1.1 PCC's Representations

PCC and PRPD Transfer Agreement
Version 9/15/2025

The PCC represents and warrants that it has full authority to transfer the Property, including all improvements thereon, subject to approval from the California Attorney General.. PCC makes no representations or warranties as to liens, encumbrances, clouds on title, or legal claims, and advises the PRPD to investigate the same and perform its own due diligence in that regard.

1.2 Reserved.

1.3 Property Transfer

1.4 Subject to the approval from the California Attorney General, which is a condition precedent to the PCC's obligations herein, the PCC agrees to gift, transfer, assign, and convey to the District all rights, title, and interest in the Property located at 877 Nunneley Road, including any improvements thereon. PCC makes no representations or warranties that any improvements thereon meet or adhere to any applicable code and legal requirements, laws, rules, or regulations Reserved

1.5 Reserved

2. PRPD Responsibilities

2.1 PRPD Representations:

The District represents that it has the authority to accept the transfer and assume responsibility for the Property, improvements thereon, and all other assets conveyed to it by PCC, and that it will comply with all applicable laws and regulations in completing, maintaining, and operating the Property.

2.2 Reserved

2.3 Reserved

2.4 "AS IS" ACKNOWLEDGMENT. PRPD HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON AN "AS IS" BASIS. PCC AND PRPD AGREE THAT THE PROPERTY WILL BE TRANSFERRED AND ACCEPTED "AS IS, WHERE IS, WITH ALL FAULTS", AND SUCH TRANSFER WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND PCC DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY. PRPD WILL HAVE BEEN AFFORDED SUFFICIENT OPPORTUNITY TO PERFORM ITS OWN DUE DILIGENCE AND INVESTIGATION OF THE

PCC and PRPD Transfer Agreement
Version 9/15/2025

PROPERTY TO SATISFY ITSELF OF THE SUITABILITY OF THE PROPERTY FOR ACCEPTANCE, AND HAS HAD SUFFICIENT EXPERIENCE, TIME, AND OPPORTUNITY TO MAKE SUCH INVESTIGATIONS. THE AS IS NATURE OF THE ACCEPTANCE OF THE PROPERTY IS A MATERIAL INDUCEMENT FOR PCC TO ENTER INTO THIS TRANSACTION.

As of the transfer date, PRPD hereby releases PCC and each PCC's trustees, beneficiaries, managers, employees, officers, agents and representatives ("Released Parties") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, attorneys fees, demand, action or cause of action arising from or related to the Property, leases on the Property, or condition of the Property. This release includes claims of which PRPD is presently unaware or which PRPD does not presently suspect to exist which, if known by PRPD, would materially affect PRPD's release of the Released Parties. PRPD specifically waives the provision of California Civil Code Section 1542 (and any similar law or statute of any other jurisdiction), which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." This Section shall survive the transfer date and shall not merge into the deed or any other closing documents.

3. Transfer Procedures

The parties will prepare joint escrow instructions and open escrow at Mid Valley Title and Escrow Company, 6848 Skyway, # D, Paradise, California in preparation of the transfer of title to the Property; provided, however, the parties may otherwise agree to make transfer of the Property via their respective legal counsels.

4. Acknowledgment

PRPD agrees to acknowledge the contribution of the PCC in any promotional materials, signage, or public communications regarding the Facility and opening.

PCC and PRPD Transfer Agreement
Version 9/15/2025

5. Consideration

The Parties acknowledge that the transfer of the Property, Facility, and assets is being made in consideration of the mutual benefits to be derived by the community, and that no additional monetary consideration is required for this transfer other than the transfer of assets to PRPD.

6. Indemnification

Indemnification by PRPD.

PRPD shall indemnify, defend, and hold harmless PCC, its officers, agents, and employees, from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) PRPD's ownership, use, or operation of the Property after the Closing Date, or (b) any negligent or wrongful act or omission of PRPD, its officers, employees, contractors, or agents.

Indemnification by PCC.

PCC shall indemnify, defend, and hold harmless PRPD, its officers, agents, and employees, from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) PCC's ownership, use, or operation of the Property prior to the Closing Date, or (b) any negligent or wrongful act or omission of PCC, its officers, employees, contractors, or agents.

Limitations.

No party shall be required to indemnify the other for claims to the extent caused by the negligence or willful misconduct of the party seeking indemnification. Each party's obligations under this section shall survive termination or expiration of this Agreement. SECTION IV

TERM

The term of this Agreement shall commence upon execution and terminate on December 31, 2025, and/or upon the transfer of the Property, whichever occurs sooner. This Agreement may be extended by mutual agreement of the parties and a written amendment.

SECTION V GENERAL PROVISIONS

1. Notices.

All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

PCC and PRPD Transfer Agreement
Version 9/15/2025

To the PRPD:

Paradise Recreation and Park District
Attn: District Manager
6626 Skyway
Paradise, CA 95969
Phone: (530)872-6393
Email: dfseaff@paradisepdp.com

To the PCC:

Paradise Community Center
5282 Filbert Court
Paradise, CA 95969
Phone: (530)321-6303
Email: connie007.cw@gmail.com

2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement to bind each respective Party to perform the conditions contemplated herein.

3. Mediation.

If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation with a mutually agreeable mediator within 30 days before resorting to litigation or some other dispute resolution procedure.

4. Attorney's Fees.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

5. Surviving Covenant.

The parties agree that the Indemnification, AS IS, and release provisions, as they relate to this Agreement shall survive the expiration or termination of this Agreement.

6. Counterparts; Electronic Signatures.

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.

7. General Provisions.

PCC and PRPD Transfer Agreement
Version 9/15/2025

Dan Efseaff, District Manager

Revision: Reviewed by Counsel (1/27/2025)

https://paradisepd-my.sharepoint.com/personal/defseaff_paradisepd_com/Documents/Dan_OneDrive/Admin/Agreements/PRPD.PCC.Construction.MOU_REVISION_23.0510.docx

Draft

EXCLUSIONS FROM COVERAGE

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

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

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

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

3. No Duty to Defend or Prosecute.

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

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

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

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

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

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

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

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

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

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

7. Limitation Liability.

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

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

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

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

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

11. Arbitration.

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

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

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

13. Severability.

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

14. Choice of Law; Forum.

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

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

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

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

 <p>Schedule A</p>	<p>CLTA Guarantee Form No. 28 - Condition of Title</p> <p>ISSUED BY First American Title Insurance Company</p> <p>GUARANTEE NUMBER 5026900-7305436</p>
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File No.: 7305436

Guarantee No. 7305436

Amount of Liability: \$2,500.00

Date of Guarantee: August 15, 2025 at 7:30 A.M. Fee: \$500.00

1. Name of Assured:

Paradise Recreation and Park District

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee as to Parcel I; Easement as to Parcel II

3. The Land referred to in this Guarantee is described as follows:

Real property in the Town of Paradise, County of Butte, State of California, described as follows:

PARCEL I:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL HEREIN IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE TOWN OF PARADISE, BY DEED RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039952, AND THIS IS THE RESULTANT DESCRIPTION WHICH RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039954.

PARCEL II:

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES,

TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES OR BRUSH, AND TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELL OF ANY KIND, AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 61.33 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE EASEMENT; THENCE NORTH 36 DEG. 59' 46" EAST, 55.49 FEET TO A POINT IN THE WEST LINE OF THE ABOVE DESCRIBED PARCEL AND THE END OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN PROPERTY LINES.

APN: 053-120-085

4. ASSURANCES:

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

- a. Title to the estate or interest in the Land is vested in:

Paradise Community Center, a California Non-Profit Public Benefit Corporation

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

 <h1>Schedule B</h1>	<p>CLTA Guarantee Form No. 28 - Condition of Title</p> <p>ISSUED BY First American Title Insurance Company</p> <p>GUARANTEE NUMBER 5026900-7305436</p>
--	--

File No.: 7305436

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

RE-CHECK SUPPLEMENTAL TAXES PRIOR TO THE CLOSE OF ESCROW.

3. The herein described land lies within the bounds of Paradise Irrigation District.

Note: For any amounts due, contact:

Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969
Phone: 530 877-4971

4. The herein described land lies within the bounds of Wastewater Design Assessment District, Town of Paradise, as contained in Document Recorded December 28, 1990, under Butte County Recorder's Serial No. 90-55251.

Note: For Assumption or Payoff Figures call Town of Paradise, two (2) weeks prior to close of escrow.

Fax #: (530) 877-5059

Amendment thereof Recorded July 16, 1991, under Butte County Recorder's Serial No. 91-28799.

5. Easements, set back lines, and note(s) if any, as shown or dedicated by Parcel Map filed January 19, 1988, in Book 109, at Page(s) 67, of Maps.

Additional Information Sheet recorded January 19, 1988, Serial No. 88-01534.

6. An easement for public utilities and incidental purposes in the document recorded July 12, 1988 as Serial No. 88-22415 of Official Records.

Affects: as described in said document.

7. An easement for pipeline and incidental purposes in the document recorded July 28, 1988 as Serial No. 88-24604 of Official Records.

Affects: as described in said document.

8. An easement for public utilities and incidental purposes in the document recorded January 9, 1991 as Serial No. 91-01162 of Official Records.

Affects: as described in said document.

9. The fact that the land lies within the boundaries of the Town of Paradise Redevelopment Project Area, as disclosed by the document recorded July 10, 2003 as Serial No. 2003-0045244 and recorded July 21, 2003 as Serial No. 2003-0047619 of Official Records.

10. Covenants, conditions, restrictions and easements in the document recorded December 14, 2012 as Serial No. 2012-0047739 of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

11. An easement for ingress, egress, parking, maintenance, utilities and storm drainage and incidental purposes in the document recorded December 14, 2012 as Serial No. 2012-0047738 of Official Records.

12. An easement for public utilities and incidental purposes in the document recorded May 18, 2021 as Serial No. 2021-0022832 of Official Records.

Affects: a Southerly portion.

13. Water rights, claims or title to water, whether or not shown by the Public Records.

14. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

15. With respect to Paradise Community Center, a corporation:
- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

16. Taxes for proration purposes only for the fiscal year 2024-2025.

First Installment:	\$855.96, PAID
Second Installment:	\$855.96, PAID
Tax Rate Area:	005-027
APN:	053-120-085

17. The Vestee herein acquired Title by Document (s) Recorded July 15, 2025, as Serial No. 2025-0018439.

NO:md

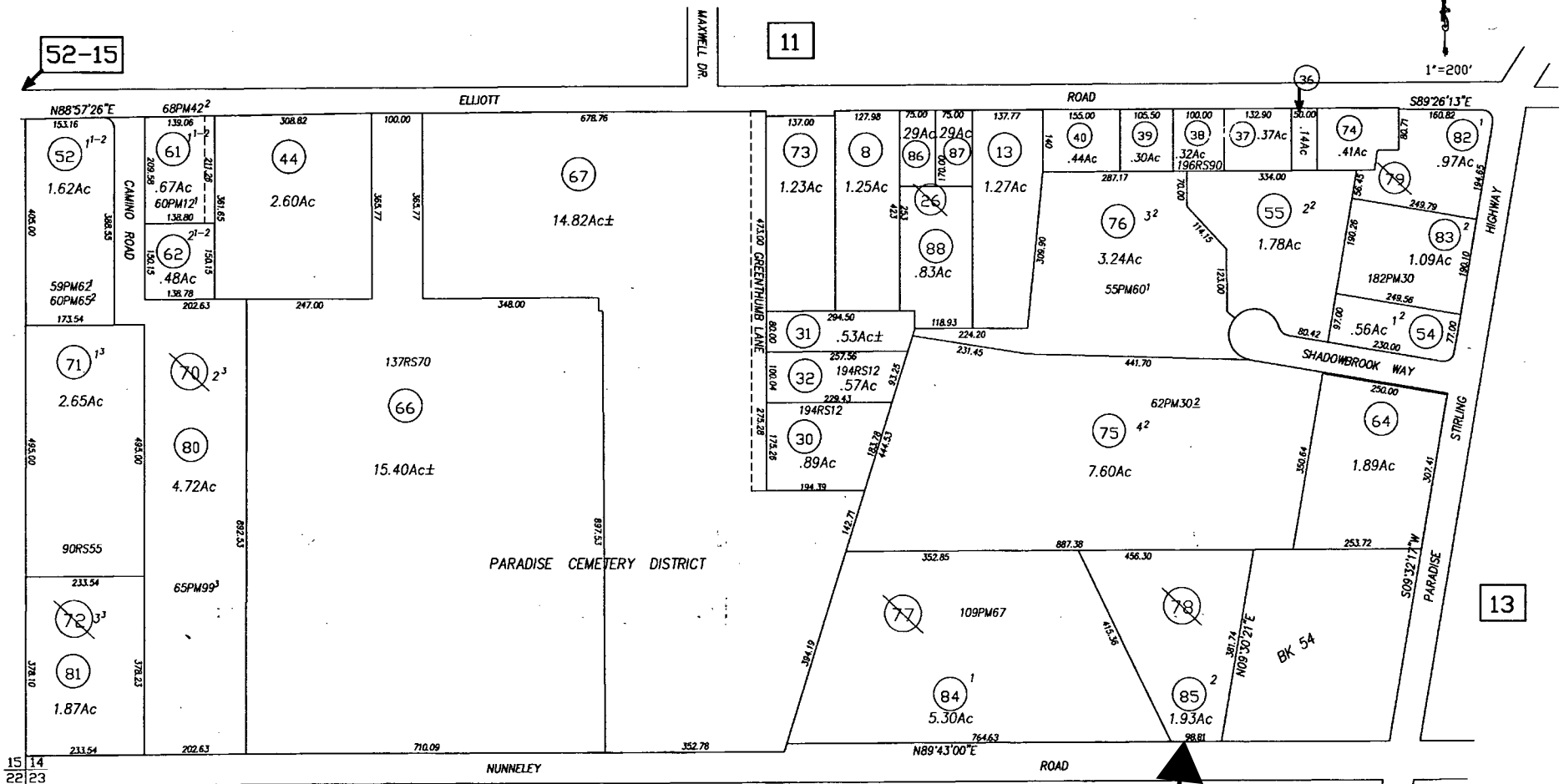


Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

53-12

PTN. S. 1/2 SEC. 14, T.22N. R.3E. M.D.B.&M.



52-15

11

1"=200'

13

52-16

54-04

54-37

54-36

54-35

Butte County Assessor's Map Book 53, Page 12

SUB. OF SEC. 14, T.22N., R.3E., BK. "B" M.O.R. 28

All Assessors' maps are prepared for local property assessment purposes ONLY. Parcels shown thereon may not comply with State and local subdivision ordinances. No liability is assumed for use of information shown on any Assessors' map. ALL ACREAGES APPROXIMATE PER RECORDED INFORMATION.

CREATED BY	DB	CREATED ON	06-03-2005
REVISED BY	AC	REVISED ON	3-15-2022
FILE NAME	53-12 EFFECTIVE 2022-23 ROLL		

Compiled By The Butte County Assessor's Office

90-55251

324
+
1096.00

RECORDING REQUESTED BY:
FRANKIE RUTLEDGE, Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969

AND WHEN RECORDED RETURN TO:
FRANKIE RUTLEDGE, Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969

90-055251	Rec Fee	651.00
	ADD	1096.00
	Check	1747.00
Recorded		
Official Records		
County of		
Butte		
Candace J. Grubbs		
Recorder		
8:01am 28-Dec-90		

CD 324

NOTICE OF ASSESSMENT

Pursuant to the requirements of Section 3114 of the Streets and Highways Code of the State of California, the undersigned Clerk of the Town of Paradise, California, hereby gives notice that a Diagram and Assessment were recorded in the office of the Director of Public Works of said Town, as provided in said Section, and relating to the following described property:

The lots, pieces or parcels of land as shown on the Assessment Diagram for Wastewater Design Assessment District, Town of Paradise, Butte County, California, which was filed for record in the office of the County Recorder of the County of Butte on the 28th day of December, 1990, in Book 5 of Maps of Assessment and Community Facilities Districts at Page 1-226 thereof.

NOTICE IS FURTHER GIVEN that upon the recording of this notice in the office of the County Recorder, the several assessments assessed upon the lots, pieces or parcels of land shall become a lien upon the lots or portions of lots assessed, respectively.

Reference is made to the Assessment Diagram hereinabove referred to and the Assessment Roll recorded in the office of the Director of Public Works of said Town of Paradise on the 28th day of December, 1990. Said Assessment Roll recorded in the office of the Director of Public Works is referred to to determine the amount of each assessment levied against each parcel of land shown upon the assessment diagram.

A list of the name or names of the assessed owners as they appear on the latest secured assessment roll, or as known to the Town Clerk, is attached hereto and made a part hereof, together with a list of the amount of the assessment levied against each parcel of land.

Dated: December 28, 1990

FRANKIE RUTLEDGE, Town Clerk,
Town of Paradise,
Butte County, California

By Frankie Rutledge

ORIGINAL

91-28799

79 + 366

RECORDING REQUESTED BY:
FRANKIE RUTLEDGE, Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969

91-028799	Rec Fee	161.00
Recorded	ADD	366.00
Official Records	Check	527.00
County of		
Butte		
Candace J. Grubbs		
Recorder		
8:01am 16-Jul-91		

AND WHEN RECORDED RETURN TO:
FRANKIE RUTLEDGE, Town Clerk
Town of Paradise
5555 Skyway
Paradise, CA 95969

CD 79

AMENDED NOTICE OF ASSESSMENT

NOTICE IS HEREBY GIVEN that the undersigned has filed for record an Amended Assessment Diagram amending the map entitled:

"Assessment Diagram, Wastewater Design Assessment District, Town of Paradise, County of Butte, State of California", filed on December 28, 1990, in Book 5 of Maps of Assessment and Community Facilities Districts at Page 1-226 thereof in the office of the County Recorder of the County of Butte State of California.

The Amended Assessment Diagram was filed on July 16, 1991, in Book 6 of Maps of Assessment and Community Facilities Districts at page 2 then 4B in the office of the County Recorder of the County of Butte, State of California.

This Amended Notice of Assessment is to supplement and supersede the Notice of Assessment as to the Assessments listed on the attached Exhibit A. The purpose of this Amended Notice of Assessment is to conform to the action of the Town Council of the Town of Paradise on July 2, 1991, by approval of a Resolution Ordering Certain Changes and Determining Assessments Remaining Unpaid.

In all other respects the Notice of Assessment recorded on December 28, 1990, remains unchanged.

Dated: July 15, 1991

FRANKIE RUTLEDGE, Town Clerk,
Town of Paradise,
Butte County, California

By Frankie Rutledge

ORIGINAL

ADDITIONAL INFORMATION SHEET

88-01534
RECORDED BUTTE COUNTY
OFFICIAL RECORDS BY

Lippincott Surveying

1988 JAN 19 AM 8:07

CANDACE J. GRUBBS
CLERK-RECORDER FEE

7

88-1534

Pages

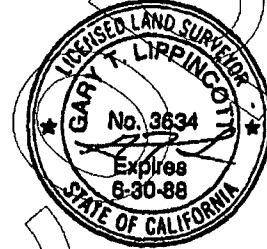
PROVIDING INFORMATION DESCRIBING
CONDITIONS AS OF DATE OF FILING
AND WHICH IS NOT INTENDED TO AFFECT
RECORD TITLE INTEREST

1/13/88

Prepared by

[Signature]
Gary T. Lippincott LS 3634
LIPPINCOTT SURVEYING

WHEN RECORDED RETURN TO
DEPT. OF PUBLIC WORKS
TOWN OF PARADISE



This sheet is being concurrently recorded with
Owner's Certificate for Parcel Map for
PARADISE AUDITORIUM COMMUNITY CENTER, INC.

as filed for record in Book 109 of
Parcel Maps at page 67 on
January 19, 1988, at 8:07
A. M., as Official Records Serial No. 88-1535
at the request of LIPPINCOTT SURVEYING.

ADDITIONAL CONDITIONS OF APPROVAL BY PLANNING COMMISSION OF
THE TOWN OF PARADISE ON DECEMBER 18, 1987

1. A 50 foot building setback line shall be imposed from the centerline of Nunneley Road.

Unofficial

FORM 62-3111 (Rev. 7/85)

2122-03-2719

88-22415

AFTER RECORDING
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Department

P. O. BOX 49
CHICO, CALIFORNIA 95922

Location: City/Town Paradise
Recording Fee \$7.00

Documentary Transfer Tax \$ 0

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Consideration or Value Less Than \$100
- Signature of declarant or agent determining tax

88-022415

Rec Fee 7.00
Total 7.00

Recorded
Official Records
County of
Butte
Candace J. Grubbs
Recorder
8:02am 12-Jul-88

PG&E

BG 2

FOR RECORDER'S USE ONLY

A portion of A.P.# 053-12-0-065

EASEMENT

PARADISE AUDITORIUM/COMMUNITY CENTER, INC.,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace,
remove, and use facilities of the type hereinafter specified, together with a right of way therefor,
within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and
egress therefrom, over and across the lands situate in the Town of Paradise
County of Butte, State of California, described as follows:

Parcel 2 as shown upon the parcel map filed for record in Book 109 of
Parcel Maps at page 67, Butte County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and
electrical conductors; aboveground marker posts, risers, and service pedestals;
underground and aboveground switches, fuses, terminals, and transformers with
associated concrete pads; and fixtures and appurtenances necessary to any and
all thereof, as second party deems necessary and

One or more underground pipes with suitable service pipes and connections, as
second party deems necessary, for the conveyance of gas to be installed within
the strips of land of the uniform width of 10 feet, situate 5 feet on each side
of the alignment of the facilities as initially installed hereunder.

Second party agrees that on receiving a request in writing, it will, within
120 days, survey, prepare and record a "Notice of Final Description" referring
to this instrument and setting forth a description of said strips of land.

PG-1E
Land Department
62-3113 Rev. 3/76

88-22415

SHEET B

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strips (including ingress thereto and egress therefrom).

First party shall not erect or construct any building or other structure or drill or operate any well within the strips of land hereinbefore described.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 2nd day of June, 19 88.

PARADISE AUDITORIUM/COMMUNITY CENTER, INC.

Mary Ryan
MARY RYAN, Chairman of the Board

Executed in the presence of:

WITNESS

Prepared JV

Sacramento Valley Region Q/Q SE $\frac{1}{4}$ of SW $\frac{1}{4}$
De Sable SR 9650 & Section 14
WO 112128A T22N R3E
Div Maps 1719-F-5 & M.D.B. & M.
T-33-4
District: Paradise

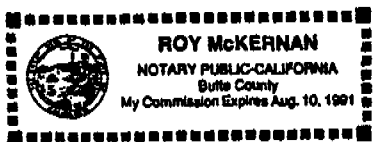
82-4203 (Corporation) Rev. 1/83

STATE OF CALIFORNIA)
County of BUTTE) ss.

On this 2nd day of June in the year 19 88, before me, ROY MCKERNAN
a Notary Public for the State of California, personally appeared MARY RYAN
personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as
Chairman of the Board, or on behalf of Paradise Auditorium/Community Center, Inc.

a corporation, and acknowledged to me that the corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Official Seal



Roy McKernan
Notary Public for the State of California

88-024604	Rec Fee	.00
	Total	.00
Recorded		
Official Records		
County of		
Butte	PID	
Candace J. Grubbs		
Recorder		
8:02am 28-Jul-88	RB	3

AP 53-12-65

CONVEYANCE OF PIPELINE AND EASEMENT

FOR VALUE RECEIVED, RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER, does hereby sell, grant, transfer and convey to the PARADISE IRRIGATION DISTRICT, an irrigation district duly organized and existing under and by virtue of the laws of the State of California, that certain pipeline for the conveyance of water and all connections and accessories thereof heretofore installed by Paradise Ridge Senior Center, said pipeline consisting of 265' feet, more or less, of 6" inch PVC pipe, situated in the following described easement or right-of-way, herein conveyed to the Paradise Irrigation District, for the purpose of repairing, constructing, maintaining, and operating a pipeline or pipelines across and under the property hereinafter described; together with the right of ingress and egress of men with tools and/or equipment required for the repair, maintenance and/or operation of said pipeline upon, over, through and/or across that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

Being a portion of Parcel 2 as shown on that certain Parcel Map for Paradise Auditorium Community Center, Inc., filed in the Office of the Recorder of Butte County, California in Book 109 of Parcel Maps at page 67, being more particularly described as follows:

An easement for waterline purposes over a strip of land 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

BEGINNING at the Southeast corner of said Parcel 2; thence following along the Southerly boundary line of said Parcel 2, being also the Northerly boundary line of Munneley Road as shown on said Parcel Map, South 89° 43' 00" West for 121.76 feet to the true point of beginning for the centerline herein described; thence from said true point of beginning, leaving said Southerly boundary line, North 0° 17' 00" West for 7.47 feet; thence North 89° 10' 49" East for 115.28 feet; thence North 9° 08' 59" East for 99.56 feet; thence North 81° 55' 42" West for 36.63 feet; thence South 81° 55' 42" East for 36.63 feet; thence North 6° 54' 32" East for 5.30 feet; thence North 19° 46' 09" West for 22.55 feet; thence North 2° 43' 51" East for 21.50 feet to the end of said described line.

Said pipeline shall be buried in keeping with standard construction practices on property and grantor is to fully use and enjoy said premises except as to rights hereby granted and grantee agrees to use and maintain such pipeline so as to interfere as little as is reasonably practicable with the use and enjoyment of said property by grantor.

And said Grantor does hereby covenant and agree to and with said Paradise Irrigation District that it is the lawful owner of said pipeline and it will warrant and defend the sale and transfer of said pipe unto the Paradise Irrigation District against all lawful claims and does further hereby covenant and agree to guarantee the pipeline and installation of the same against all defects in material and workmanship involved in constructing and installing said pipeline for a period of one year from the date of this conveyance. Said Grantor further agrees to immediately repair or pay for repairing any defect called to its attention by the Paradise Irrigation District within the above mentioned period.

IN WITNESS WHEREOF, the undersigned has set her hand this ~~XXXX~~ day of June 22, 19 88.

RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER

BY Alice R. Smith.
ALICE SMITH, PRESIDENT
aka ALICE R. SMITH

STATE OF CALIFORNIA)
COUNTY OF BUTTE)

~~On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALICE SMITH, () personally known to me, () proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as PRESIDENT on behalf of the corporation therein named and acknowledged to me that the corporation executed it.~~

~~XXXXXXXXXXXX~~
NOTARY PUBLIC

STATE OF CALIFORNIA))SS
COUNTY OF BUTTE)

On this 22ND day of JUNE, 1988, before me, SUSIE C. PRATER the undersigned Notary Public, personally appeared ALICE SMITH aka ALICE R. SMITH, personally known to me to be the person who executed the within instrument as PRESIDENT on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.




Susie C. Prater
SUSIE C. PRATER, NOTARY PUBLIC

88-24604 3

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant dated June 22, 1988, from RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER, to PARADISE IRRIGATION DISTRICT, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Paradise Irrigation District, pursuant to the authority conferred by Resolution of the Board of Directors of the Paradise Irrigation District on March 2, 1960, and recorded March 7, 1960, in Book 1046 of Official Records of Butte County at Page 110, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: July 26, 1988


MARILYN R. JONES, SECRETARY
Board of Directors
Paradise Irrigation District

END OF DOCUMENT

88-024604	Rec Fee	.00
	Total	.00
Recorded		
Official Records		
County of		
Butte		
Candace J. Grubbs		
Recorder		
8:02am 28-Jul-88		
	RB	3

PID

AP 53-12-65

CONVEYANCE OF PIPELINE AND EASEMENT

FOR VALUE RECEIVED, RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER, does hereby sell, grant, transfer and convey to the PARADISE IRRIGATION DISTRICT, an irrigation district duly organized and existing under and by virtue of the laws of the State of California, that certain pipeline for the conveyance of water and all connections and accessories thereof heretofore installed by Paradise Ridge Senior Center, said pipeline consisting of 265' feet, more or less, of 6" inch PVC pipe, situated in the following described easement or right-of-way, herein conveyed to the Paradise Irrigation District, for the purpose of repairing, constructing, maintaining, and operating a pipeline or pipelines across and under the property hereinafter described; together with the right of ingress and egress of men with tools and/or equipment required for the repair, maintenance and/or operation of said pipeline upon, over, through and/or across that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

Being a portion of Parcel 2 as shown on that certain Parcel Map for Paradise Auditorium Community Center, Inc., filed in the Office of the Recorder of Butte County, California in Book 109 of Parcel Maps at page 67, being more particularly described as follows:

An easement for waterline purposes over a strip of land 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

BEGINNING at the Southeast corner of said Parcel 2; thence following along the Southerly boundary line of said Parcel 2, being also the Northerly boundary line of Nunneley Road as shown on said Parcel Map, South 89° 43' 00" West for 121.76 feet to the true point of beginning for the centerline herein described; thence from said true point of beginning, leaving said Southerly boundary line, North 0° 17' 00" West for 7.47 feet; thence North 89° 10' 49" East for 115.28 feet; thence North 9° 08' 59" East for 99.56 feet; thence North 81° 55' 42" West for 36.63 feet; thence South 81° 55' 42" East for 36.63 feet; thence North 6° 54' 32" East for 5.30 feet; thence North 19° 46' 09" West for 22.55 feet; thence North 2° 43' 51" East for 21.50 feet to the end of said described line.

Said pipeline shall be buried in keeping with standard construction practices on property and grantor is to fully use and enjoy said premises except as to rights hereby granted and grantee agrees to use and maintain such pipeline so as to interfere as little as is reasonably practicable with the use and enjoyment of said property by grantor.

And said Grantor does hereby covenant and agree to and with said Paradise Irrigation District that it is the lawful owner of said pipeline and it will warrant and defend the sale and transfer of said pipe unto the Paradise Irrigation District against all lawful claims and does further hereby covenant and agree to guarantee the pipeline and installation of the same against all defects in material and workmanship involved in constructing and installing said pipeline for a period of one year from the date of this conveyance. Said Grantor further agrees to immediately repair or pay for repairing any defect called to its attention by the Paradise Irrigation District within the above mentioned period.

IN WITNESS WHEREOF, the undersigned has set her hand this ~~XXXX~~ day of June 22, 1988.

RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER

BY Alice R. Smith.
ALICE SMITH, PRESIDENT
aka ALICE R. SMITH

STATE OF CALIFORNIA)
COUNTY OF BUTTE) -ss

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALICE SMITH, () personally known to me () proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as PRESIDENT on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

~~XXXXXXXXXXXX~~
NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF BUTTE)

On this 22ND day of JUNE, 1988, before me, SUSIE C. PRATER the undersigned Notary Public, personally appeared ALICE SMITH aka ALICE R. SMITH, personally known to me to be the person who executed the within instrument as PRESIDENT on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.




Susie C. Prater
SUSIE C. PRATER, NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant dated June 22, 1988, from RIDGE AREA COALITION OF SENIOR CITIZENS, INC., a California corporation, doing business as PARADISE RIDGE SENIOR CENTER, to PARADISE IRRIGATION DISTRICT, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Paradise Irrigation District, pursuant to the authority conferred by Resolution of the Board of Directors of the Paradise Irrigation District on March 2, 1960, and recorded March 7, 1960, in Book 1046 of Official Records of Butte County at Page 110, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: July 26, 1988



MARILYN R. JONES, SECRETARY
Board of Directors
Paradise Irrigation District

91-001162 : Total .00

WHEN RECORDED PLEASE RETURN TO:
 PARADISE IRRIGATION DISTRICT
 P.O. BOX 128
 PARADISE, CA. 95967-0128

Recorded
 Official Records :
 County of :
 Butte :
 Candace J. Grubbs :
 Recorder :
 8:02am 9-Jan-91 :

JJ 4

CONVEYANCE OF PIPELINE AND EASEMENT

FOR VALUE RECEIVED, PARADISE AUDITORIUM COMMUNITY CENTER INC., does hereby sell, grant, transfer and convey to the PARADISE IRRIGATION DISTRICT, an irrigation district duly organized and existing under and by virtue of the laws of the State of California, that certain pipeline for the conveyance of water and all connections and accessories thereof heretofore installed by PARADISE AUDITORIUM COMMUNITY CENTER, INC., said pipeline consisting of 380' feet, more or less, of 6" PVC pipe, situated in the following described easement or right of way, herein conveyed to the Paradise Irrigation District, for the purpose of repairing, constructing, maintaining, and operating a pipeline or pipelines across and under the property hereinafter described; together with the right of ingress and egress for men with tools and/or equipment required for the repair, maintenance and/or operation of said pipeline upon, over, through and/or across that certain real property situate in the County of Butte, State of California, more particularly described as follows:

Refer to Exhibit "A" attached, a part of this document.

Said pipeline shall be buried in keeping with standard construction practices on property and grantor is to fully use and enjoy said premises except as to rights hereby granted and grantee agrees to use and maintain such pipeline so as to interfere as little as is reasonably practicable with the use and enjoyment of said property by grantor.

And said Grantors do hereby covenant and agree to and with said Paradise Irrigation District that they are the lawful owners of said pipeline and they will warrant and defend the sale and transfer of said pipe unto the Paradise Irrigation District against all lawful claims and do further hereby covenant and agree to guarantee the pipeline and installation of the same against all defects in material and workmanship involved in constructing and

installing said pipeline for a period of one year from date of this conveyance. Said Grantors further agree to immediately repair or pay for repairing any defect called to their attention by the Paradise Irrigation District within the above mentioned period.

IN WITNESS WHEREOF, the undersigned have set their hands this 26th day of December 1990.

PARADISE AUDITORIUM COMMUNITY CENTER, INC.

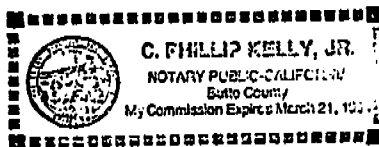
BY: Mary J. Ryan
MARY J. RYAN, PRESIDENT

BY: Dean I. Kruta
DEAN I. KRUTA, VICE PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this 26th day of December, 1990, before me C. PHILLIP KELLY, JR., a Notary Public in and for said County and State, personally appeared MARY J. RYAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this document and acknowledged to me that She executed the same.

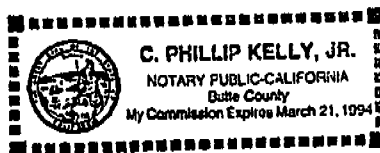
C. Phillip Kelly Jr.
NOTARY PUBLIC



STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this 26th day of December, 1990, before me, C. PHILLIP KELLY, JR., a Notary Public in and for said County and State, personally appeared DEAN I. KRUTA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this document and acknowledged to me that he executed the same.

C. Phillip Kelly Jr.
NOTARY PUBLIC



91-01162

3

EXHIBIT "A"

PIPELINE EASEMENT
FOR
PARADISE AUDITORIUM COMMUNITY CENTER

Being a portion of Parcels 1 and 2 as shown on that certain Parcel Map for Paradise Auditorium Community Center, Inc. filed in the Office of the Recorder of Butte County, California in Book 109 of Parcel Maps at page 67, being more particularly described as follows:

An easement for waterline purpose over a strip of land 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

BEGINNING at the Southeast corner of said Parcel 2; thence following along the Southerly boundary line of said Parcel 2 and along the Northerly boundary line of Nunneley Road as shown on said Parcel Map, South 89° 43' 00" West for 121.76 feet to the true point of beginning for the centerline herein described; thence from said true point of beginning, leaving said Southerly boundary line, North 0° 17' 00" West for 7.50 feet to a point on a line located 7.50 feet Northerly of and parallel to said Southerly boundary line of Parcel 2; thence following along said parallel line, South 89° 43' 00" West for 105.33 feet to a point on a line located 7.50 feet Westerly of and parallel to the boundary line common to Parcels 1 and 2 as shown on said Parcel Map; thence following along said parallel line, North 25° 22' 06" West for 252.24 feet; thence leaving said line, South 64° 03' 52" West for 33.81 feet to the end of said described line.

END OF DOCUMENT
F26-PAS-AUD-DES.WRK



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant dated December 26, 1990, from PARADISE AUDITORIUM COMMUNITY CENTER INC. to PARADISE IRRIGATION DISTRICT, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Paradise Irrigation District, pursuant to the authority conferred by Resolution of the Board of Directors of the Paradise Irrigation District on March 2, 1960, and recorded March 7, 1960, in Book 1046 of the Official Records of Butte County at Page 110, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: January 4, 1991

Katherine M. Welborn
KATHERINE M. WELBORN, SECRETARY
Board of Directors
PARADISE IRRIGATION DISTRICT





2003-0045244

Recorded	REC FEE	.00
Official Records		
County Of		
BUTTE		
CANDACE J. GRUBBS		
Recorder		
ROSEMARY DICKSON		
Assistant		
11:38AM 10-Jul-2003	Cheryl	
	Page 1 of 45	

EXEMPT from recording fees per Gov. Code Section 6103 and 27383 -- Recorded for the Benefit of Town of Paradise

When recorded mail to:)
)
 Town of Paradise)
 c/o Town Clerk)
 5555 Skyway)
 Paradise, Ca. 95969)

For County Recorder's Use Only

Frankie Rutledge
 Authorized Representative
 Frankie Rutledge, Town Clerk

45-
CP

TOWN OF PARADISE REDEVELOPMENT PLAN

ADOPTED JULY 1, 2003 BY THE TOWN COUNCIL AND THE REDEVELOPMENT AGENCY OF THE TOWN OF PARADISE

This page added to provide adequate space for recording information.



2003-0047619

Recorded	REC FEE	.00
Official Records		
County Of		
BUTTE		
CANDACE J. GRUBBS		
Recorder		
ROSEMARY DICKSON		
Assistant	Travis	
10:00AM 21-Jul-2003	Page 1 of 51	

EXEMPT from recording fees per Gov. Code Section 6103 and 27383 -- Recorded for the Benefit of Town of Paradise

When recorded mail to:)
)
 Town of Paradise)
 c/o Town Clerk)
 5555 Skyway)
 Paradise, Ca. 95969)

*lengthy Document
 full copy upon
 request
 51 -
 (120)*

For County Recorder's Use Only

Frankie Rutledge
 Authorized Representative
 Frankie Rutledge, Town Clerk

TOWN OF PARADISE ORDINANCE NO. 399

ADOPTED JULY 8, 2003 BY THE TOWN COUNCIL OF THE TOWN OF PARADISE

This page added to provide adequate space for recording information.

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) of the document recorded on (date) in book and page or instrument number of the official records of the County of , State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

9B

RECORDING REQUESTED BY
WIND VALLEY TITLE



2012-0047739

Recorded REC FEE 61.00
Official Records
County of
Butte
CAROLACE J. GRUBBS
County Clerk-Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Paradise Performing Arts Center
777 Nunneley Road
Paradise, California 95969

09:00AM 14-Dec-2012 CP Page 1 of 16

APNs: 053-120-077, 078

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND ESTABLISHMENT OF EASEMENTS AFFECTING LAND**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AFFECTING LAND (the "Agreement") is executed on this 07th day of DECEMBER, 2012, by and between the Paradise Performing Arts Center, a California nonprofit corporation ("First Declarant") and Ridge Area Coalition of Senior Citizens, a California nonprofit corporation ("Second Declarant"), with respect to the agreed facts and circumstances set forth below. This Agreement shall be effective amongst the parties upon Second Declarant's acquisition of title to PARCEL B from First Declarant (the "Effective Date").

16

- A. First Declarant is the fee simple owner of that certain real property located in the Town of Paradise, County of Butte, State of California, commonly referred to as Butte County Assessor's Parcel Number 053-120-077 and more particularly described on "EXHIBIT A" attached hereto and incorporated herein by this reference ("PARCEL A");
- B. Second Declarant is the purchaser of a fee simple ownership interest in that certain real property situated adjacent to PARCEL A commonly referred to as Butte County Assessor's Parcel Number 053-120-078, and more particularly described on "EXHIBIT B" attached hereto and incorporated herein by this reference ("PARCEL B"). PARCEL A and PARCEL B are collectively referred to herein as the "Parcels" and individually as a "Parcel";
- C. By this Agreement, First Declarant and Second Declarant desire to establish, through the grant of reciprocal easements (collectively the "Easements") (1) the common parking area described on "EXHIBIT C" attached hereto and incorporated herein by this reference (the "Common Parking Area"), (2) certain covenants, conditions, and restrictions regarding (a) the use and maintenance of the Common Parking Area and (b) the sale, transfer, lease or conveyance of either or both of PARCEL A and PARCEL B (collectively the "Conditions"); and
- D. Therefore, First Declarant and Second Declarant enter into this Agreement intending to bind their respective real property, themselves, and their respective heirs, successors-in-interest, and assigns, to the easements, covenants, conditions, and restrictions set forth herein with the understanding that this Agreement shall be of no force or effect unless and until Second Declarant acquires title in fee simple to PARCEL B.

NOW, THEREFORE, for valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, First Declarant and Second Declarant covenant and agree as follows:

**ARTICLE 1
EASEMENTS**

1.1. Incorporation of Recitals. The recitals set forth under paragraphs A through D, inclusive, above, are incorporated herein by this reference and First Declarant and Second Declarant agree that each such recital is true and correct.

1.2. Grant of Easements.

1.2.1. As used in this Agreement the terms "owner" and "owners" shall refer to any one, all, or a combination of (i) First Declarant or Second Declarant in the singular form, and First Declarant and Second Declarant in the plural form, (ii) the heirs, successors-in-interest, and assigns of all or any right, title, or interest in or to all or any portion of the Parcels, (iii) the person, persons, entity, or entities holding or owning, at any time, the fee simple estate in or to all or any portion of the Parcels, and (iv) the assignee of any right, title, or interest in or to the Parcels, whether or with the consent of the other owner or owners.

1.2.2. First Declarant hereby grants to Second Declarant a non-exclusive easement appurtenant as described on "EXHIBIT D," attached hereto and incorporated herein by this reference, for use as a parking area (the "Common Parking Area") over and across PARCEL A for the benefit of the owners of PARCEL B, subject to the Conditions, and for the uses, set forth under section 1.4, below.

1.2.3. Second Declarant hereby grants to First Declarant a non-exclusive easement appurtenant as described on "EXHIBIT E," attached hereto and incorporated herein by this reference, for use as a parking area (the "Common Parking Area") over and across PARCEL B for the benefit of the owners of PARCEL A, subject to the Conditions, and for the uses, set forth under section 1.4, below.

1.2.4. First Declarant and Second Declarant each grant to the other a non-exclusive easement over each owners' respective Parcel to maintain, repair, and replace any water supply systems, storm water drainage systems and structures, sanitary sewer lines, septic systems structures, leach lines, sprinkler systems, and underground utilities including, but not limited to, electrical, gas, cable television, and telephone, if any (collectively, the "Utilities") existing on either or both of PARCEL A and PARCEL B as of the Effective Date, for the benefit of the other Parcel and the owners of each Parcel, subject to the Conditions, and for the uses, set forth under subsection 1.4.2, below. The easements granted under this subsection 1.2.4 shall be referred to herein as the "Utility Maintenance Easement".

1.2.5. First Declarant and Second Declarant each grant to the other a non-exclusive easement over each owners' respective Parcel for surface water drainage within drainage patterns and structures, existing as of the Effective Date, for the benefit of the other Parcel and the owners of each Parcel. Nothing herein will prevent the owner of a Parcel from relocating the drainage patterns established upon such owner's Parcel, provided such relocation does not increase the storm water drainage burden on the other Parcel.

1.3. Easements as Covenant and Servitude. First Declarant and Second Declarant hereby covenant, agree, and declare that:

1.3.1. At such time as (a) this Agreement is properly signed by all Parties and (b) the Second Declarant has acquired title in fee simple to PARCEL B, this Agreement shall be recorded in the Official Records of the County Recorder for the County of Butte, State of California.

1.3.2. All of their interests, as the same may from time to time appear in and to the land comprising the Parcels, will be held, transferred, sold, leased, occupied and conveyed subject to the Conditions set forth in this Agreement, which are hereby declared to be for the benefit of the Parcels and the holders of said interests, and their respective occupants, heirs, successors and assigns; and

1.3.3. The Easements and the Conditions will run with the land and on every part thereof or interest therein and will be binding upon every person, persons, entity, or entities having or acquiring any right or title in said interests, or any part thereof, and are and will be imposed upon both PARCEL A and PARCEL B and every part thereof or interest therein, as a servitude in favor of each and every portion thereof as the dominant tenement or tenements.

1.4. Scope and Use of Easements. First Declarant and Second Declarant covenant and agree as follows:

1.4.1. The Easements (Common Parking Area and Access Area).

a. The Easements granted hereunder as described on EXHIBIT C, will comprise the Common Parking Area and the routes of ingress and egress to and from the Common Parking Area over and across PARCEL A and PARCEL B by way of established driveways between each Parcel and between each Parcel and the adjacent thoroughfare commonly referred to as Nunneley Road (the "Access Areas")

b. The Common Parking Area and the Access Area are intended for use by the owners, and the owners' respective guests, invitees, lessees, volunteers, occupants (collectively, the "Invitees") and only during certain events held or conducted by each Party including, but not limited to, shows, concerts, plays, presentations, gatherings, programs, training sessions, meetings, emergencies, elections, sales, weddings, and like events, held by each Party (collectively, the "Events" and separately, an "Event"). Neither the Common Parking Area nor the Access Area shall be used by the employees of the owner of PARCEL A and PARCEL B, except during an Event.

c. The Common Parking Area and Access Area may be used for the following additional purposes:

(1) Ingress and egress of delivery and service vehicles to and from the Parcels or any portion thereof and adjacent public streets for Events;

(2) The delivery of goods, wares, merchandise and the retention of services to the Parcels for Events;

(3) Walls and fences in existence as of the Effective Date;

(4) If required by Law, recycling facilities or pickup points (constructed at the cost of the owner the particular Parcel required to install such facilities and pick up points at said owner's cost and expense);

(5) Lighting standards and any other landscaping in existence as of the Effective Date; and

(6) For the purposes of an Event, the owners may place temporary directional signs and pylon, and free-standing signs so long as all such temporary pylons and signs are removed prior to 9:00 a.m. on the morning following an Event.

d. This section 1.4 does not, and shall not be construed to, create or grant any right to, or interest in, either or both of PARCEL A and PARCEL B, to or for the benefit of any person, person, entity, or entities save and except as set forth under subsections 1.4.1(a) and 1.4.1(b), above.

e. Nothing under this section 1.4 shall limit, restrict, or prevent, or be construed to limit, restrict, or prevent any action by the owner of a Parcel from performing, without the written consent of the other owner, maintenance, work, or construction including, but not limited to, the installation of paving, striping, landscaping, or bumper guards within the Common Parking Area so long as such maintenance, work, or construction does not materially impair the rights of the other Parcel, and any other work at any time as may be required under local, state, or federal ordinances, statutes, rules, or regulations.

f. No building, permanent barricade, or structure may be constructed within the Common Parking Area without the prior written consent of the owner of the other Parcel.

g. Each owner shall, as to its Parcel, maintain free and unobstructed access to and from its Parcel and the adjoining Parcel and to and from its Parcel and Nunneley Road.

h. Lighting for the Common Area (other than lighting necessary for security of the Parcels) will be turned on at the sole and absolute discretion of each owner; provided, however, that if lighting is necessary for a particular Event (other than lighting that is provided routinely for security purposes), the electricity to service such

lighting requirements will, if reasonably feasible, be separately metered or reasonably calculated and all expenses thereof will be paid by the owner in need of such additional lighting.

1.4.2. Utility Maintenance Easement

a. The Utility Maintenance Easement is intended only for the maintenance, repair, and replacement of Utilities existing as of the Effective Date and shall not be construed to create the right in either owner to install new or additional Utilities, or expand existing Utilities, for the purpose of creating new parcels, subdividing, expanding, or otherwise developing the Parcels and the structures located thereon, as they exist as of the Effective Date.

b. Except to the extent of any septic tanks, leach lines, and related septic system equipment located on the other owner's Parcel that are in existence as of the Effective Date, which shall remain in place and shall be repaired, replaced as necessary, and maintained where presently located as provided under this subsection 1.4.2, any and all future septic systems and related equipment and components thereof, shall be located exclusively upon the Parcel benefited by said new septic systems. The owners covenant and agree that in no event shall the owners of either Parcel have the right to install a future septic system on the other Parcel without the express written consent of the owner of that Parcel, which consent shall not be unreasonably withheld.

c. Except in the event of an emergency, before performing any work on any Utilities situated on the adjacent Parcel, the owner of the Utilities shall obtain the written consent of the owner of the adjacent parcel, which consent shall not be unreasonably withheld. Any work performed on any of the Utilities allowed under the Utility Maintenance Easement shall at all times be performed, to the extent reasonable, in such manner as to cause the least interference with access, operations, services, and activities of the other Parcel.

d. Upon the completion of any maintenance, repairs, or replacement of any existing Utilities, the owner making or causing such maintenance, repairs, or replacement will, at its expense, fully restore all areas affected by such maintenance, repair, or replacement disrupted, disturbed, or damaged by such work to its previously existing or better condition.

e. In the event the granting of an easement is a necessary condition to a local utility company providing continued service to either Parcel, and not for the purpose of creating new parcels, subdividing, expanding, or otherwise developing the Parcels and the structures located thereon as they exist as of the Effective Date, the then owner of the affected Parcel, or owners of the affected Parcels, shall grant the necessary easement, at no cost to the owner of the other Parcel, so long as:

(1) All lenders with debts secured against the affected Parcel approve, in writing, the grant of such rights and interest,

(2) The grantor or grantors (a) deem the terms and conditions of such a grant to be reasonably acceptable and (b) the proposed use and practices of the particular local utility company shall not, at any time, disrupt, displace, damage, or otherwise interfere with any activity, event, or operation of the affected Parcel, and

(3) The grantee agrees to and does pay all associated fees, costs, and expenses including, but not limited to, those fees, costs, and expenses (a) that are associated with the drafting of the documents necessary to create the new easement as approved by the grantor including reasonable attorney's fees and costs, (b) for all permits, approvals, reviews, plans, plan checks, and engineering, associated with, or arising out of, the installation of such utilities, and (c) for the restoration of the Parcel affected by such installation under subsection 1.4.2.d, above.

1.4.3. Notwithstanding any provision of this Agreement to the contrary, an owner of a Parcel may assign, in writing, the Easements and Conditions under this Agreement to the holder of a leased fee interest in that owner's Parcel; provided, however, that the assignor shall remain liable under all circumstances for the full performance of this Agreement by the assignee.

ARTICLE II MAINTENANCE

2.1. Maintenance.

2.1.1. Maintenance of Common Parking Area and Access Area.

a. Each owner will, at its own expense, cause that portion of the Common Parking Area and Access Area located on its Parcel to be maintained at all times in a safe, good, and clean condition and repair and such maintenance shall include:

(1) General pavement and pothole repair, which shall occur annually; provided, however, that seal coating and striping may occur, if reasonably necessary, no less frequently than every three (3) years;

(2) Removing all papers, debris, filth and refuse, and thoroughly sweeping the Common Parking Area and Access Area to the extent reasonably necessary to keep the area in a clean and orderly condition and removing trash and litter from areas within the Common Parking Area and Access Area where such trash and litter emanated from such owner's Parcel; provided, however, that each Party shall be responsible for removing all debris, filth, and refuse and thoroughly sweeping Common Parking Area and the Access Area, and, if necessary, the other Parcel, following an Event sponsored by the particular Party;

(3) Placing, keeping in repair, and replacing appropriate directional signs, and markers where required by law or as desired by the owner of the Parcel;

(4) Operating, keeping in repair, and replacing such artificial lighting facilities as required to keep such lighting in good working order and repair;

(5) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and replacing shrubs and other landscaping as is necessary; and

(6) Maintaining and repairing any and all walls and utilities.

b. In performing the maintenance referred to under this section 2.1, each owner shall employ all reasonable measures to minimize any disruption or inconvenience caused by such maintenance. In the event the other Parcel is damaged in the course of such maintenance, the owner performing such maintenance shall repair the other Parcel to its condition prior to the performance of said maintenance or damage at such owner's own cost and expense. Except in the event of an emergency (in which event no notice is required), prior to performing maintenance on its Parcel the owner thereof shall provide fifteen (15) days prior written notice to the owner of the other Parcel of the scope and nature of the maintenance to be performed.

ARTICLE III PERMITTED USES AND LARGE EVENTS

3.1. Permitted Uses. Only those uses of the Common Parking Area and the Access Area that are reasonably related to business operations of the owners of the Parcels shall be permitted. All uses of the Common Parking Area and the Access Area shall be in accordance with all applicable local, state, and federal ordinances, statutes, rules, and regulations. No overnight parking will be permitted in the Common Area.

3.2. Large Events. If either Party intends to hold an Event upon its Parcel where it is anticipated that there will be more than one hundred (100) persons in attendance, no less than thirty (30) days prior to the planned event the owner sponsoring the Event shall make contact with the owner of the other Parcel and provide notice of the planned date, time, and expected number of people attending the particular Event. The owners shall endeavor, in good faith, to resolve scheduling conflicts; however, if a scheduling conflict cannot be resolved by mutual agreement, after

providing notice as required under this Section 3.2, the owners of the Parcels shall be free to proceed with their planned activities and events and use of the Common Area shall be on a first come first serve basis. The owners shall nonetheless exchange information with respect to their upcoming schedules of significant events (where it is anticipated that there may be more than one hundred (100) persons in attendance) as such information becomes available.

ARTICLE IV SIGNAGE

4.1. Signage. The owners shall erect any and all permanent signs on its Parcel in conformance with existing Town ordinances governing signs, and all such signs shall not impede use of the Common Parking Area or the Access Area by the owners.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1. Indemnification. Each owner (the "Indemnifying Party") hereby agrees to protect, defend, indemnify and hold harmless the other owner, and the other owner's agents, servant's employees, directors, officers, members, and affiliates (the "Indemnified Parties") from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), losses, liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Parcel of the Indemnifying Party, arising out of, or related to (a) the business activities of the Indemnifying Party on its Parcel and (b) the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party shall not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, or the Indemnified Party's agents, employees, servants, guests or invitees. The owners' obligations with respect to indemnification hereunder will remain effective, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.

5.2. Liability Insurance Coverage and Limits for Owners. Each owner agrees to maintain, and/or cause to be maintained, at no cost to the other owner, an occurrence based general liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about each owners' Parcel and the ways immediately adjoining each Parcel, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00) for total claims for any one occurrence. Claims made policies are not acceptable.

5.3. Waiver of Certain Rights. With respect to any loss or damage that may occur to the Parcels (or any improvements thereon) or the respective property of the owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the owners, their agents, servants or employees, the owner suffering such loss hereby releases the other owner from all claims with respect to such loss; and the owners each agree that their respective insurance companies will have no right of subrogation against the other owner on account of any such loss, and each owner will procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other owners which the insurers might otherwise have under such policies.

5.4. Policy Requirements. Insurance coverage required by this Agreement may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: an owner's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles.

5.5. Performance of Indemnity Agreements. All policies of liability insurance will insure the performance by the owner insured thereunder of the indemnity agreements contained herein. Each owner will promptly notify the other

owner of any asserted claim with respect to which such owner is or may be indemnified against hereunder and will deliver to such other owner copies of process and pleadings.

ARTICLE VI DAMAGE OR DESTRUCTION; CONDEMNATION

6.1. **Damage or Destruction.** In the event any Building on either Parcel is damaged or destroyed by fire or other casualty or any other cause whatsoever, the owner of the Parcel upon which such Building is located will, in its discretion, either tear down or rebuild the damaged Building. However, if an owner determines to tear down a damaged Building, that owner will either promptly rebuild a new building on the same location or leave and maintain the Parcel of land on which the Building was located in a smooth, level condition, free and clear of all refuse and weeds and sealed against dust by paving, lawn or other reasonable means. If either or both the Common Parking Area or the Access Area are also damaged as a result of fire or other casualty, the owner of the Parcel upon which such damage or destruction occurred shall forthwith proceed with due diligence to restore the Common Parking Area and Access Area damaged or destroyed thereby to a condition to permit vehicular parking (in the manner required by this Agreement) and free and safe vehicular and pedestrian access and circulation in the Common Parking Area and Access Area, and to and from all streets adjacent thereto.

6.2. **Condemnation.** In the event the whole or any part of the Common Parking Area or the Access Area is taken by right of eminent domain or any similar authority of Law, the entire award for the value of the land and improvements so taken will belong to the owner of the Parcel so taken or to their tenants, as their interest may appear, and the owner of the other Parcel shall not claim any portion of such award by virtue of any interest created by this Agreement; provided, however, any such other owner may file a collateral claim with the condemning authority over and above the value of the land and improvements being so taken to the extent of any damage suffered by such owner resulting from the severance of the area so taken provided such collateral claim does not diminish the amount recoverable by the owner of the property so taken. In the event of a partial taking that affects the Common Parking Area or the Access Area, this Agreement shall apply to the portion of the Common Parking Area and Access Area not so taken and the owner of the portion of the Parcel so condemned will restore the remaining portion of the Parcel owned by such owner, including improvements in the Common Parking Area and the Access Area, to the extent possible and allowable given the size and use of the remaining Parcel as nearly as possible to the condition existing just prior to such condemnation, without contribution from the owners of the area not so taken and a reasonable portion of any condemnation accrual necessary therefore will be held in trust and applied for such purpose; provided, however, that if any Mortgagee (including any beneficiary under a deed of trust) of any property in the Parcel makes the requirement pursuant to a provision in a mortgage or other security instrument that the portion of the award representing compensation for severance damage to property not taken, be paid to the Mortgagee, then the owner required to make such payment to such Mortgagee will not be obligated to apply such portion of the award to restoration, except to the extent necessary to clear and pave for parking and restore Common Area facilities.

ARTICLE VII PROPERTY TAXES

7.1. **Property Taxes.** Each owner will pay or cause to be paid directly to the tax collector when due, the real property taxes assessed against the Parcel owned by such owner, including the portion of the Common Parking Area and Access Area owned by such owner. An owner will have the right, at its own cost and expense, and in its own name, to contest or protest or seek to have reviewed, reduced, equalized or abated any real property tax or other special tax or assessment levied upon its Parcel as may be available under and in accordance with State Law.

ARTICLE VIII GENERAL PROVISIONS

8.1. **Notices.** Any notice or demand given or served by one owner to another owner will not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery addressed as follows:

To First Declarant: Paradise Performing Arts Center
777 Nunneley Road
Paradise, CA 95969

To Second Declarant: Ridge Area Coalition of Senior Citizens
877 Nunneley Road
Paradise, CA 95969

Notices and demands will be deemed effective three (3) days after the date mailed by express mail delivery service or five (5) days after depositing such notice for delivery by first class mail. The person and place to which notices are to be given may be changed by written notice the other owners.

8.2. **Attorney's Fees.** In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement against any owner or other person with an interest in a Parcel, the successful party in such action will be entitled to receive and will receive from the defaulting owner, a reasonable sum as attorney's fees and costs, to be fixed by the court in the same action.

8.3. **Duration.** Except as otherwise provided herein, this Agreement will remain in full force and effect for a term of sixty-five (65) years from the date hereof; provided, however, the term of this Agreement will automatically and without further notice continue in full force and effect for successive terms of five (5) years unless at least one (1) year prior to the expiration of the initial term or any such five (5) year extension, there will be recorded an instrument conforming to the provisions of Section 8.4 of this Agreement.

8.4. **Modification.** Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by First Declarant or its successor as the owner of the First Declarant Parcel and Second Declarant or its successor as the owner of the Second Declarant Parcel, and duly recorded.

8.5. **Not a Public Dedication.** Nothing herein contained will be deemed to be a gift or dedication of any portion of either Parcel or both Parcels to the general public or for any public purposes whatsoever, it being the intention of the owners that this Agreement will be strictly limited to and for the purposes herein expressed.

8.6. **Severability.** If any term or provision of this Agreement or the application of it to any person or circumstance will to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the extent permitted by Law.

8.7. **Pronouns.** When required by context, the singular will include the plural, and the neuter gender will include a person, corporation, firm, association, or other business arrangement.

8.8. **Captions.** The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

8.9. **Not a Partnership.** The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the owners.

8.10. **Governing Law.** This Agreement will be construed and enforced in accordance with and governed by the laws of the State of California.

8.11. **No Presumption.** This Agreement will be interpreted and construed only by the contents hereof and there will be no presumption or standard of construction in favor of or against any owner.

8.12. **Inurement.** This Agreement and the easements, covenants, benefits and obligations created hereby will inure to the benefit and be binding upon each owner and each owner's heirs, successors and assigns, provided, (i) if any owner conveys all of its interest in any Parcel owned by it, such owner will thereupon be released and discharged from any and all further obligations under this Agreement as fee owner of the Parcel conveyed by it if the buyer assumes in writing all of such obligations, and (ii) no such sale will release such owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

8.13. **Estoppel Certificate.** Upon request by an owner, the other owner will issue to a prospective lender of such requesting owner or to a prospective purchase of such requesting owner's interest, an estoppel certificate stating:

8.13.1. Whether the owner knows of any default by the requesting owner under this Agreement, and if there are known defaults, specifying the nature thereof;

8.13.2. Whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

8.13.3. That to owner's knowledge this Agreement as of that date is in full force and effect.

8.14. **Compliance by Tenants.** Any occupancy agreement including, but not limited to, a lease for a term of more than thirty (30) days, entered into after the date hereof must provide that the terms of such occupancy agreement will be subject in all respects to the provisions of this Agreement. Any owner who enters into such an agreement will be responsible for assuring compliance by such tenant or tenants under any such occupancy agreement with the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, an owner hereunder may cause its tenants to fulfill the obligations of an owner hereunder provided that owner will be responsible for assuring compliance by such tenant with this Agreement and owner will remain liable for any breach of obligation hereunder.

8.15. **Reasonable Consent.** Except as otherwise specifically provided in this Agreement, if an owner is required to give its consent or approval to any action on the part of the other owner, the consent or approval will not be unreasonably withheld or delayed. Except where other time periods to give or deny consent are provided in this Agreement, consent will be deemed granted at the end of the twentieth (20th) business day following delivery of a request for consent, provided such request specifically refers to this Section 8.15 of this Agreement and states that consent will be deemed granted at the end of the twentieth (20th) business day from delivery of the request, unless a written denial of consent stating the specific reason for denial is delivered before the end of the twentieth (20th) business day after delivery of the request for consent. In the event the requested consent is unreasonably withheld, the other party will be entitled to specific performance and will have such other remedies as are reserved to it under this Agreement or at Law.

8.16. **Alternative Dispute Resolution.** Any claim or dispute arising out of or relating to this Agreement, regardless of the nature of the claim or dispute, will be settled by the owners pursuant to this Section 8.16.

8.16.1. **Mediation.** If any claim or dispute arising out of or relating to this Agreement is not settled by direct discussions within ten (10) days after notice of the claim or dispute, the owners agree first to try in good faith to settle the claim or dispute by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules.

8.16.2. **Binding Arbitration.** If the owners fail to settle a claim or dispute through mediation, it will be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

8.16.3. **Provisional Relief.** Nothing in this Section 8.16 will prevent either owner from applying for or obtaining a provisional judicial remedy regarding any claim or dispute. Notwithstanding such application, the final resolution of the claim or dispute will be mediated or arbitrated under this Section 8.16 and failure by either owner to comply with any law will not be deemed to waive such owner's rights to mediate or arbitrate under this Section 8.16.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FIRST DECLARANT:

Paradise Performing Arts Center

By: Harvey Parrott

Name Harvey Parrott

Its: President

By: Margo Yerman

Name Margo Yerman

Its: Secretary

SECOND DECLARANT:

Ridge Area Coalition of Senior Citizens

By: Art Messenger

Name Art Messenger

Its: President

By: Mark DiDuca

Name Mark DiDuca

Its: Treasurer

Unofficial Copy

NOTARIAL ACKNOWLEDGMENT

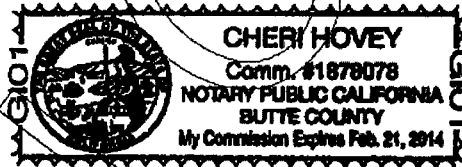
State of California)
)
:ss
County of Butte)

On Dec. 07. 2012 before me, Cheri Hovey a Notary Public, personally appeared HARVEY PARROTT and MARGO YERMAN 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.

Signature Cheri Hovey (Seal)



NOTARIAL ACKNOWLEDGMENT

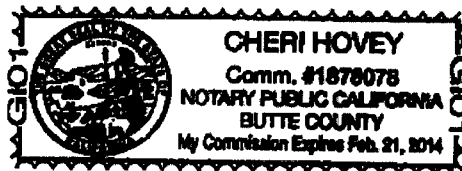
State of California)
)
:ss
County of Butte)

On Dec. 07. 2012 before me, Cheri Hovey a Notary Public, personally appeared ART MESSENGER and Mark DiLuca 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.

Signature Cheri Hovey (Seal)



**EXHIBIT A
PARCEL A LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

Parcel 1, as shown on that certain Parcel Map, filed in the Office of the Recorder of Butte County, State of California, on January 19, 1988, in Book 109 of Maps at Page(s) 67.

TOGETHER WITH that portion of Parcel 2 as shown on that certain Parcel Map filed in the Office of the Recorder of Butte County, California, on January 19, 1988 in Book 109 of Maps at Page(s) 67 described as follows:

Beginning at the Northwest corner of said Parcel 2 and the TRUE POINT OF BEGINNING of the herein described parcel of land; thence North $89^{\circ}43'00''$ East along the Northerly boundary of said Parcel 2, a distance of 108.99 feet; thence South $26^{\circ}17'54''$ East, 418.59 feet to a point on the South boundary of said Parcel 2; thence South $89^{\circ}43'00''$ West, along said South boundary, 116.49 feet to the Southwest corner of said Parcel 2; thence North $25^{\circ}22'06''$ West, along the West boundary of said Parcel 2, a distance of 415.36 feet to the point of beginning.

Containing 5.30 Acres, more or less

The purpose of this deed is to affect a Lot Line Adjustment as approved by the Town of Paradise on May 10, 2012. No additional parcels are hereby created. The scope of review of said Lot Line Adjustment was limited as specified on Government Code Section 66412(d) and approval of it does not constitute assurance that future applications for building permits or other land use entitlements on the modified lots or parcels will be approved by the Town of Paradise.

APN: 053-120-077-00

**EXHIBIT B
PARCEL B LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

Parcel 2 as shown on that certain Parcel Map, filed in the Office of the Recorder of Butte County, State of California, on January 19, 1988, in Book 109 of Maps at Page(s) 67:

EXCEPTING THEREFROM that portion of said Parcel 2 described as follows:

Beginning at the Northwest corner of said Parcel 2 and the TRUE POINT OF BEGINNING of the herein described parcel of land; thence North $89^{\circ}43'00''$ East along the Northerly boundary of said Parcel 2, a distance of 108.99 feet; thence South $26^{\circ}17'54''$ East, 418.59 feet to a point on the South boundary of said Parcel 2; thence South $89^{\circ}43'00''$ West, along said South boundary, 116.49 feet to the Southwest corner of said Parcel 2; thence North $25^{\circ}22'06''$ West, along the West boundary of said Parcel 2, a distance of 415.36 feet to the point of beginning.

TOGETHER WITH a 10 foot wide Public Utility Easement (PUE) for public utility purposes including electric, gas, communication facilities and all other public utility purposes, together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any tress or brush, and to be kept open and free of buildings, structures and well of any kind, and lying 5 feet on each side of the following described centerline:

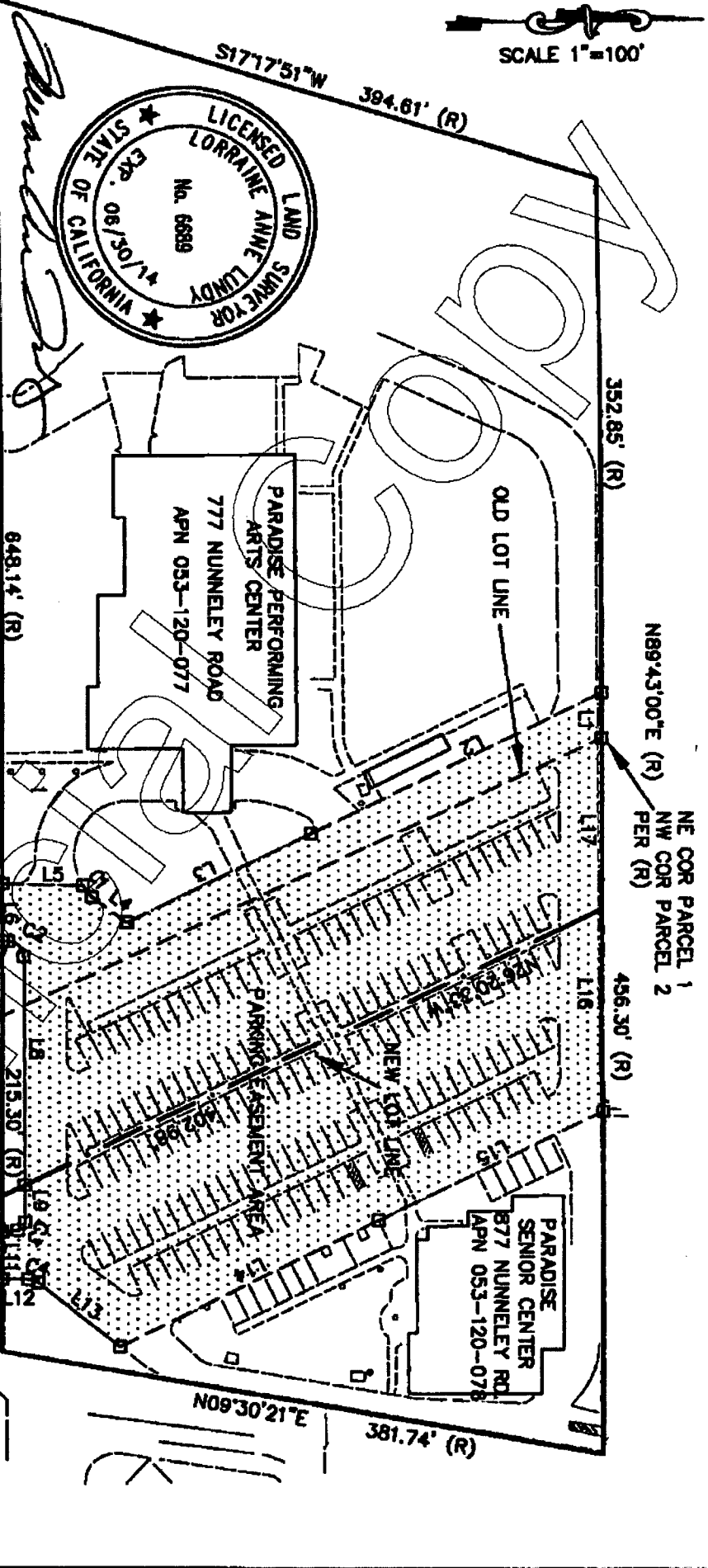
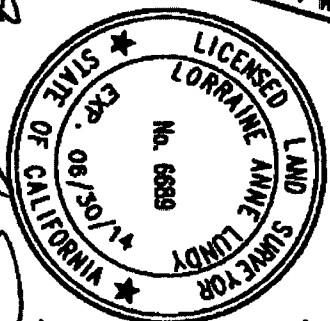
Beginning at the Southwest corner of said Parcel 2; thence North $89^{\circ}43'00''$ East along the southerly boundary of said Parcel 2, a distance of 61.33 feet to the TRUE POINT OF BEGINNING of the herein described centerline easement; thence North $36^{\circ}59'46''$ East, 55.49 feet to a point in the west line of the above described parcel and the end of the herein described centerline.

The sidelines of the above described easement are to be lengthened or shortened to terminate in property lines.

Containing 1.93 Acres, more or less

The purpose of this deed is to affect a Lot Line Adjustment as approved by the Town of Paradise on May, 10, 2012. No additional parcels are hereby created. The scope of review of said Lot Line Adjustment was limited as specified on Government Code Section 66412(d) and approval of it does not constitute assurance that future applications for building permits or other land use entitlements on the modified lots or parcels will be approved by the Town of Paradise.

APN: 053-120-078-00



LINE TABLE

LINE	LENGTH	BEARING
L1	28.08	S89°43'00"V
L2	282.53	S56°22'41"E
L3	128.92	S28°14'45"E
L4	27.46	S36°23'21"V
L5	36.61	S01°04'04"V
L6	37.3	N89°43'00"E
L7	147.77	N01°04'04"E
L8	23.29	N89°27'32"E
L9	3.59	S53°47'27"E
L10	30.18	N89°43'00"E
L11	16.17	N00°06'39"E
L12	65.6	N58°04'12"E
L13	180.42	N25°23'37"V
L14	156.43	N25°22'44"V
L15	318.3	S89°43'00"V
L16	108.99	S89°43'00"V
L17		

LEGEND
 (R) INDICATES RECORD PER
 BOOK 109 MAPS, PAGE 87

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	13°01'46"	4118	9.36
C2	88°27'28"	1000	15.43
C3	86°43'00"	500	7.57
C4	37°57'32"	1000	6.53

PLAT OF EASEMENT
 FOR
 EXHIBIT "C"
 THE PARADISE SENIOR CENTER
 AND THE PARADISE PERFORMING ARTS CENTER
 BEING A PORTION OF PARCELS 1 AND 2
 OF BOOK 109 MAPS, PAGE 87
 SECTION 14, T22N, R5E, MDM
 TOWN OF PARADISE, BUTTE COUNTY, CALIF.
 JN 11-11-059 MAY, 2012



L & L SURVEYING

1827 BLUE PRINT TO BE OF PARADISE, CA. SHEET 000007-1-029

EXHIBIT D**PPAC's Grant of Easement to Senior Center**

An easement for Ingress, Egress, Parking, Maintenance, Utilities and Storm Drainage purposes over the following described parcel of land:

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

A portion of Parcel 1 and 2 as shown on that certain Parcel Map for Paradise Auditorium Community Center Inc. as filed with the Recorder of Butte County, California on January 19, 1988 in Book 109 of Parcel Maps at Pages 67, and more particularly described as follows:

Beginning at the Northeast corner of said Parcel 1 and the TRUE POINT OF BEGINNING of the herein described easement; thence South $89^{\circ}43'00''$ West along the North boundary of said Parcel 1, a distance of 28.88 feet; thence South $26^{\circ}22'41''$ East, 202.53 feet; thence South $26^{\circ}14'45''$ East, 128.92 feet; thence South $36^{\circ}23'21''$ West, 27.46 feet to the beginning of a non-tangent 41.18 foot radius curve, concave to the Northwest, from which a line to the radius bears North $43^{\circ}46'52''$ West; thence following Southwesterly along the arc of said curve through a central angle of $13^{\circ}01'46''$ for a length of 9.36 feet; thence South $1^{\circ}04'04''$ West, 50.76 feet to a point on the South boundary of said Parcel 1; thence North $89^{\circ}43'00''$ East along said South boundary, 36.61 feet; thence North $1^{\circ}04'04''$ East, 3.73 feet to the beginning of a tangent 10.00 foot radius curve, concave to the Southeast; thence following Northeasterly along the arc of said curve through a central angle of $88^{\circ}23'28''$, for a length of 15.43 feet; thence North $89^{\circ}27'32''$ East, 147.77 feet; thence North $26^{\circ}20'23''$ West, 402.98 feet to a point in the North boundary of said Parcel 2; thence South $89^{\circ}43'00''$ West along said north boundary of Parcel 2, a distance of 108.99 feet to the point of beginning.

EXHIBIT E
Senior Center's Grant of Easement to PPAC

An easement for Ingress, Egress, Parking, Maintenance, Utilities and Storm Drainage purposes over the following described parcel of land:

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

A portion of Parcel 2 as shown on that certain Parcel Map for Paradise Auditorium Community Center Inc. as filed with the Recorder of Butte County, California on January 19, 1988 in Book 109 of Parcel Maps at Pages 67, and more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2; thence North $89^{\circ}43'00''$ East, 108.99 feet to the TRUE POINT OF BEGINNING of the herein described easement; thence South $26^{\circ}20'33''$ East, 402.98 feet; thence North $89^{\circ}27'32''$ East, 23.39 feet to the beginning of a tangent 5.00 foot radius curve, concave to the Southwest; thence following Southeasterly along the arc of said curve, through a central angle of $86^{\circ}45'01''$ for a length of 7.57 feet; thence South $3^{\circ}47'27''$ East, 9.59 feet to a point on the South boundary of said Parcel 2; thence North $89^{\circ}43'00''$ East along said South boundary, a distance of 30.38 feet; thence North $0^{\circ}06'39''$ East, 16.17 feet to the beginning of a tangent 10.00 foot radius curve, concave to the Southeast; thence following Northeasterly along the arc of said curve, through a central angle of $37^{\circ}57'33''$, for a length of 6.63 feet; thence North $38^{\circ}04'12''$ East, 65.60 feet; thence North $26^{\circ}25'57''$ West, 180.42 feet; thence North $26^{\circ}22'44''$ West, 156.43 feet to a point on the North boundary of said Parcel 2; thence South $89^{\circ}43'00''$ West along said North boundary, a distance of 131.03 feet to the point of beginning.

GA Par/c

2012-0047738

Recorded	REC FEE	31.00
Official Records	TAX	98.00
County of Butte		
CANDACE J. BRUBBS		
County Clerk-Recorder		

09:00AM 14-Dec-2012 Page 1 of 6

RECORDING REQUESTED BY
Mid Valley Title & Escrow Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Ridge Area Coalition of Senior Citizens
P.O. Box 1579
Paradise, CA 95967

Space Above This Line for Recorder's Use Only

A.P.N.: 053-120-078 (PORTION)

File No.: 0402-3801656 (CH)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$88.00; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$10.00

- 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; Town of Paradise, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Paradise Performing Arts Center, a California corporation, who acquired title as Paradise Auditorium/Community Center, Inc.**

hereby GRANTS to **Ridge Area Coalition of Senior Citizens, a California Non-Profit Public Benefit Corporation**

the following described property in the Town of Paradise, County of Butte, State of California:

See legal description attached hereto as Exhibit "A"

Unofficial Copy

A.P.N.: 053-120-078 (PORTION)

File No.: 0402-3801656 (CH)

Dated: 12/07/2012

Paradise Performing Arts Center, a California corporation, who acquired title as Paradise Auditorium/Community Center, Inc.

[Signature]
By: Harvey Parrott, President

[Signature]
By: Margo Yerman, Secretary

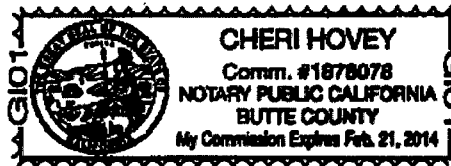
STATE OF California)SS
COUNTY OF Butte)

On December 07, 2012 before me Cheri Hovey, Notary Public, personally appeared Harvey Parrott and Margo Yerman

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.



Signature
Cheri Hovey

My Commission Expires: 2-21-14

This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF BUTTE, TOWN OF PARADISE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL HEREIN IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE TOWN OF PARADISE, BY DEED RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039952, AND THIS IS THE RESULTANT DESCRIPTION WHICH RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039954.

RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS, PARKING, MAINTENANCE, UTILITIES AND STORM DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 89 DEG. 43' 00" EAST, 108.99 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 26 DEG. 20' 33" EAST, 402.98 FEET; THENCE NORTH 89 DEG. 27' 32" EAST, 23.39 FEET TO THE BEGINNING OF A TANGENT 5.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST; THENCE FOLLOWING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86 DEG. 45' 01" FOR A LENGTH OF 7.57 FEET; THENCE SOUTH 3 DEG. 47' 27" EAST, 9.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE NORTH 89 DEG. 43' 00" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 30.38 FEET; THENCE NORTH 0 DEG. 06' 39" EAST, 16.17 FEET TO THE BEGINNING OF A TANGENT 10.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE FOLLOWING NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEG. 57' 33", FOR A LENGTH OF 6.63 FEET; THENCE NORTH 38 DEG. 04' 12" EAST, 85.60 FEET; THENCE NORTH 26 DEG. 25' 57" WEST, 180.42 FEET; THENCE NORTH 26 DEG. 22' 44" WEST, 156.43 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 131.03 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT TO MAINTAIN, REPAIR AND REPLACE ANY WATER SUPPLY SYSTEMS, STORM WATER DRAINAGE SYSTEMS AND STRUCTURES, SANITARY SEWER LINES, SEPTIC SYSTEMS STRUCTURES, LEACH LINES, SPRINKLER SYSTEMS, AND UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, GAS, CABLE TELEVISION, AND TELEPHONE, IF ANY, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR SURFACE WATER DRAINAGE WITHIN DRAINAGE PATTERNS AND STRUCTURES, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES OR BRUSH, AND TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELL OF ANY KIND, AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF

61.33 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE EASEMENT; THENCE NORTH 36 DEG. 59' 46" EAST, 55.49 FEET TO A POINT IN THE WEST LINE OF THE ABOVE DESCRIBED PARCEL AND THE END OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN PROPERTY LINES.

PARCEL III:

AN EASEMENT FOR INGRESS, EGRESS, PARKING, MAINTENANCE, UTILITIES AND STORM DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCELS 1 AND 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL 1, A DISTANCE OF 28.88 FEET; THENCE SOUTH 26 DEG. 22' 41" EAST, 202.53 FEET; THENCE SOUTH 26 DEG. 14' 45" EAST, 128.92 FEET; THENCE SOUTH 38 DEG. 23' 21" WEST, 27.46 FEET TO THE BEGINNING OF A NON-TANGENT 41.18 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, FROM WHICH A LINE TO THE RADIUS BEARS NORTH 43 DEG. 46' 52" WEST; THENCE FOLLOWING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEG. 01' 46" FOR A LENGTH OF 9.36 FEET; THENCE SOUTH 1 DEG. 04' 04" WEST, 50.76 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 1; THENCE NORTH 89 DEG. 43' 00" EAST ALONG SAID SOUTH BOUNDARY, 36.81 FEET; THENCE NORTH 1 DEG. 04' 04" EAST, 3.73 FEET TO THE BEGINNING OF A TANGENT 10.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE FOLLOWING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEG. 23' 28", FOR A LENGTH OF 15.43 FEET; THENCE NORTH 89 DEG. 27' 32" EAST, 147.77 FEET; THENCE NORTH 26 DEG. 20' 23" WEST, 402.98 FEET TO A POINT IN THE NORTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG SAID NORTH BOUNDARY OF PARCEL 2, A DISTANCE OF 108.99 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT TO MAINTAIN, REPAIR AND REPLACE ANY WATER SUPPLY SYSTEMS, STORM WATER DRAINAGE SYSTEMS AND STRUCTURES, SANITARY SEWER LINES, SEPTIC SYSTEMS STRUCTURES, LEACH LINES, SPRINKLER SYSTEMS, AND UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, GAS, CABLE TELEVISION, AND TELEPHONE, IF ANY, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS AT PAGE(S) 67.

TOGETHER WITH THAT PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA, ON JANUARY 19, 1988 IN BOOK 109 OF MAPS AT PAGE(S) 67 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF

SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A NON-EXCLUSIVE EASEMENT FOR SURFACE WATER DRAINAGE WITHIN DRAINAGE PATTERNS AND STRUCTURES, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS AT PAGE(S) 67.

TOGETHER WITH THAT PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA, ON JANUARY 19, 1988 IN BOOK 109 OF MAPS AT PAGE(S) 67 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.



2021-0022832

Utility Distribution Easement (02/2020)

Recorded		REC FEE	27.00
Official Records		TAX	1.10
County of			
Butte			
CANDACE J. GRUBBS			
County Clerk-Recorder			
		RR	
10:24AM 18-May-2021		Page 1 of 5	

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
 245 Market Street, N10A, Room 1015
 P.O. Box 770000
 San Francisco, California 94177

Location: City/Uninc Town of Paradise

Recording Fee \$ _____

Document Transfer Tax \$ 1.10

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Hiraló

Signature of declarant or agent determining tax

LD# 2122-03-10170

(SPACE ABOVE FOR RECORDER'S USE ONLY)

COPY

EASEMENT DEED

PARADISE COMMUNITY CENTER, a California Nonprofit Public Benefit Corporation, who acquired title as Ridge Area Coalition of Senior Citizens, a California Nonprofit Public Benefit Corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the Town of Paradise, County of Butte, State of California, described as follows:

(APN 053-120-085)

The parcel of land described and designated PARCEL I in the deed from Paradise Performing Arts Center, a California corporation, who acquired title as Paradise Auditorium/Community Center, Inc. to Ridge Area Coalition of Senior Citizens, California Nonprofit Public Benefit Corporation, dated December 7, 2012 and recorded as Document No. 2012-0047738, Butte County Records.

The easement area is described as follows:

The strip of land outlined by heavy dashed lines on the print of Grantee's Drawing labeled Exhibit "A" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said

Utility Distribution Easement (02/2020)

easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: Feb. 8, 2021.

PARADISE COMMUNITY CENTER, a California Nonprofit Public Benefit Corporation, who acquired title as Ridge Area Coalition of Senior Citizens, a California Nonprofit Public Benefit Corporation,

By Connie Wilhite
Name Connie Wilhite
Title President

By _____
Name
Title

Unofficial Copy

Utility Distribution Easement (02/2020)

Attach to LD: 2122-03-10170

Area, Region or Location: 6

Land Service Office: Chico

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.22.03.14.32

FERC License Number: N/A

PG&E Drawing Number: A-22-3-14

Plat No.: T3304

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35159690

JCN: N/A

County: Butte

Utility Notice Number: N/A

851 Approval Application No: N/A ; Decision: N/A

Prepared By: RQ1N

Checked By: RVML

Approved By: N/A

Revised by: N/A

Unofficial Copy

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 California
County of Butte

On February 8, 2021, before me, Cheryl Almeida Notary Public,
Insert name
personally appeared Connie Wilhite

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.

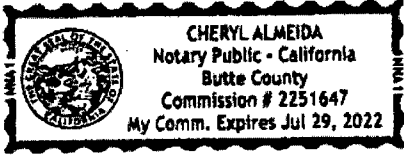
WITNESS my hand and official seal.

Cheryl Almeida
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



Unofficial

SE 1/4 of SW 1/4, SEC. 14
T. 22N, R. 3E, M.D.M.

EXHIBIT "A"

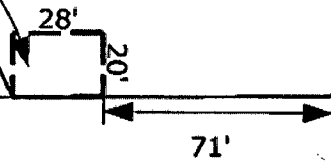
PARADISE COMMUNITY CENTER,
a California Nonprofit Public Benefit Corporation,
who acquired title as
Ridge Area Coalition of Senior Citizens,
California Nonprofit Public Benefit Corporation,
DOC. NO. 2012-0047738
PARCEL I
054-150-085

054-330-019

054-330-018

PARADISE PERFORMING
ARTS CENTER,
a California corporation
DOC. NO. 2012-0039952
053-120-084

20' X 28' CONTIGUOUS
PG&E CO EASEMENT
560 SQ. FT. /
0.013 ACRE



NUNNELEY RD

LEGEND

- SUBJECT PARCEL LINE
- PARCEL LINE
- EASEMENT

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND
TO OR ALONG BOUNDARIES OR LINES

Applicant: PACIFIC GAS & ELECTRIC COMPANY				SCALE 1" = 60'	DATE 11/17/20
SECTION 14	TOWNSHIP 22N	RANGE 3E	MERIDIAN MDM	COUNTY OF: BUTTE	TOWN OF: PARADISE
PLAT MAP T3304 REFERENCES N/A				F.B.: RQ1N PG&E	DR.BY: RQ1N N. VALLEY DIVISION
				35159590 AUTHORIZ	A-22-3-14 DRAWING NO.

Recording requested by:
Aaron J. Stewart, P.C.

Recorded in Official Records
County of Butte

Keaton Denlay
County Clerk-Recorder
Cindi Wilde
Assistant

Return address:
Aaron J. Stewart, P.C.
2571 California Park Drive
Suite 100
Chico, CA 95928

DOC # 2025-0018439
07/15/2025 Titles: 1 Pages: 3
09:01 AM

Fees: \$21.00
Taxes: \$0.00
CA SB2 Fee: \$0.00
Total: \$21.00



CORRECTION DEED

APN: 053-120-085

Documentary Transfer Tax Declaration: name change only, rtc 11911

The undersigned declare(s) transfer tax of: \$ 0 County of Butte
 Unincorporated area \$ City of

- Computed on the full value of property conveyed, or
 - Computed on full value less liens and encumbrances remaining at time of sale, or
 - Exempt: Correction of a previously recorded deed (IRS 47.4361.2(b)(3))
- Tax paid on the original deed: County \$ 0 City \$ 0

Signature of declarant or agent determining tax: Alexandra Blasek

Prior instrument number: 2021-0029560

Recorded on: June 30, 2021 in Butte County, California

Error corrected: RTC exemption number to reflect entity name change only transfer; APN; party names

This correction deed, executed this _____ day of _____, 2025, does not change any warranties in that grant deed on record and confirms title to the grantee.

The grantor(s)

Paradise Community Center, a California Non-Profit Public Benefit Corporation, who acquired title as "Ridge Area Coalition of Senior Citizens, a California Non-Profit Public Benefit Corporation"

hereby grant(s) / ~~quitclaim~~(s) to the grantee(s)

Paradise Community Center, a California Non-Profit Public Benefit Corporation

the following described real property in Butte County, California:
See Exhibit A

Tax address: Paradise Community Center, 5282 Filbert Court, Paradise, CA 95969

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Connie Wilhite
Signature

Connie Wilhite

Print name

CEO, Paradise Community Center

Capacity

Signature

Print name

Capacity

Signature

Print name

Capacity

Signature

Print name

Capacity

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 California
COUNTY OF Butte

On July 1st 2025 before me, Elizabeth Ann Wilson, a notary public,
personally appeared Connie Wilhite

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 is true and correct.

WITNESS my hand and official seal.

Elizabeth Ann Wilson
Signature

My appointment expires: _____

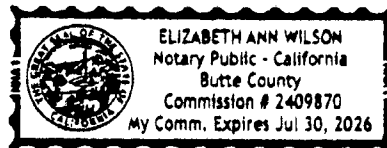


EXHIBIT A

PARCEL I:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL HEREIN IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE TOWN OF PARADISE, BY DEED RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039952, AND THIS IS THE RESULTANT DESCRIPTION WHICH RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039954.

PARCEL II:

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES,

TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES OR BRUSH, AND TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELL OF ANY KIND, AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 61.33 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE EASEMENT; THENCE NORTH 36 DEG. 59' 46" EAST, 55.49 FEET TO A POINT IN THE WEST LINE OF THE ABOVE DESCRIBED PARCEL AND THE END OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN PROPERTY LINES.

APN: 053-120-085

GA Par/c

2012-0047738

Recorded Official Records County of Butte
REC FEE TAX 31.00
88.00
CANDACE J. GRUBBS
County Clerk-Recorder

09:00AM 14-Dec-2012 CP Page 1 of 6

RECORDING REQUESTED BY
Mid Valley Title & Escrow Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Ridge Area Coalition of Senior Citizens
P.O. Box 1579
Paradise, CA 95967

Space Above This Line for Recorder's Use Only

A.P.N.: 053-120-078 (PORTION)

File No.: 0402-3801656 (CH)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$88.00; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$10.00

- 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; Town of Paradise, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Paradise Performing Arts Center, a California corporation, who acquired title as Paradise Auditorium/Community Center, Inc.**

hereby GRANTS to **Ridge Area Coalition of Senior Citizens, a California Non-Profit Public Benefit Corporation**

the following described property in the Town of Paradise, County of Butte, State of California:

See legal description attached hereto as Exhibit "A"

Unofficial Copy

A.P.N.: 053-120-078 (PORTION)

File No.: 0402-3801656 (CH)

Dated: 12/07/2012

Paradise Performing Arts Center, a California corporation, who acquired title as Paradise Auditorium/Community Center, Inc.

[Signature]
By: Harvey Parrott, President

[Signature]
By: Margo Yerman, Secretary

STATE OF California)SS
COUNTY OF Butte)

On December 07, 2012 before me, Cheri Hovey, Notary Public, personally appeared Harvey Parrott and Margo Yerman

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.

Signature
Cheri Hovey



My Commission Expires: 2-21-14

This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF BUTTE, TOWN OF PARADISE, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL HEREIN IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE TOWN OF PARADISE, BY DEED RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039952, AND THIS IS THE RESULTANT DESCRIPTION WHICH RECORDED OCTOBER 18, 2012 AS SERIAL NO. 2012-0039954.

RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS, PARKING, MAINTENANCE, UTILITIES AND STORM DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 89 DEG. 43' 00" EAST, 108.99 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 26 DEG. 20' 33" EAST, 402.98 FEET; THENCE NORTH 89 DEG. 27' 32" EAST, 23.39 FEET TO THE BEGINNING OF A TANGENT 5.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST; THENCE FOLLOWING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86 DEG. 45' 01" FOR A LENGTH OF 7.57 FEET; THENCE SOUTH 3 DEG. 47' 27" EAST, 9.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE NORTH 89 DEG. 43' 00" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 30.38 FEET; THENCE NORTH 0 DEG. 06' 39" EAST, 16.17 FEET TO THE BEGINNING OF A TANGENT 10.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE FOLLOWING NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37 DEG. 57' 33", FOR A LENGTH OF 8.63 FEET; THENCE NORTH 38 DEG. 04' 12" EAST, 65.80 FEET; THENCE NORTH 26 DEG. 25' 57" WEST, 180.42 FEET; THENCE NORTH 26 DEG. 22' 44" WEST, 156.43 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 131.03 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT TO MAINTAIN, REPAIR AND REPLACE ANY WATER SUPPLY SYSTEMS, STORM WATER DRAINAGE SYSTEMS AND STRUCTURES, SANITARY SEWER LINES, SEPTIC SYSTEMS STRUCTURES, LEACH LINES, SPRINKLER SYSTEMS, AND UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, GAS, CABLE TELEVISION, AND TELEPHONE, IF ANY, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

ALSO RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR SURFACE WATER DRAINAGE WITHIN DRAINAGE PATTERNS AND STRUCTURES, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES OR BRUSH, AND TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELL OF ANY KIND, AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF

61.33 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE EASEMENT; THENCE NORTH 36 DEG. 59' 46" EAST, 55.49 FEET TO A POINT IN THE WEST LINE OF THE ABOVE DESCRIBED PARCEL AND THE END OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN PROPERTY LINES.

PARCEL III:

AN EASEMENT FOR INGRESS, EGRESS, PARKING, MAINTENANCE, UTILITIES AND STORM DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF PARCELS 1 AND 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS, AT PAGE(S) 67, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL 1, A DISTANCE OF 28.88 FEET; THENCE SOUTH 26 DEG. 22' 41" EAST, 202.53 FEET; THENCE SOUTH 26 DEG. 14' 45" EAST, 128.92 FEET; THENCE SOUTH 38 DEG. 23' 21" WEST, 27.46 FEET TO THE BEGINNING OF A NON-TANGENT 41.18 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, FROM WHICH A LINE TO THE RADIUS BEARS NORTH 43 DEG. 46' 52" WEST; THENCE FOLLOWING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEG. 01' 46" FOR A LENGTH OF 9.36 FEET; THENCE SOUTH 1 DEG. 04' 04" WEST, 50.76 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 1; THENCE NORTH 89 DEG. 43' 00" EAST ALONG SAID SOUTH BOUNDARY, 36.61 FEET; THENCE NORTH 1 DEG. 04' 04" EAST, 3.73 FEET TO THE BEGINNING OF A TANGENT 10.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE FOLLOWING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEG. 23' 28", FOR A LENGTH OF 15.43 FEET; THENCE NORTH 89 DEG. 27' 32" EAST, 147.77 FEET; THENCE NORTH 26 DEG. 20' 23" WEST, 402.98 FEET TO A POINT IN THE NORTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST ALONG SAID NORTH BOUNDARY OF PARCEL 2, A DISTANCE OF 108.99 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT TO MAINTAIN, REPAIR AND REPLACE ANY WATER SUPPLY SYSTEMS, STORM WATER DRAINAGE SYSTEMS AND STRUCTURES, SANITARY SEWER LINES, SEPTIC SYSTEMS STRUCTURES, LEACH LINES, SPRINKLER SYSTEMS, AND UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL, GAS, CABLE TELEVISION, AND TELEPHONE, IF ANY EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS AT PAGE(S) 67.

TOGETHER WITH THAT PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA, ON JANUARY 19, 1988 IN BOOK 109 OF MAPS AT PAGE(S) 67 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF

SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A NON-EXCLUSIVE EASEMENT FOR SURFACE WATER DRAINAGE WITHIN DRAINAGE PATTERNS AND STRUCTURES, EXISTING AS OF DECEMBER 7, 2012, OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, STATE OF CALIFORNIA, ON JANUARY 19, 1988, IN BOOK 109 OF MAPS AT PAGE(S) 67.

TOGETHER WITH THAT PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA, ON JANUARY 19, 1988 IN BOOK 109 OF MAPS AT PAGE(S) 67 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEG. 43' 00" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 108.99 FEET; THENCE SOUTH 26 DEG. 17' 54" EAST, 418.59 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL 2; THENCE SOUTH 89 DEG. 43' 00" WEST, ALONG SAID SOUTH BOUNDARY, 116.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 25 DEG. 22' 06" WEST, ALONG THE WEST BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 415.36 FEET TO THE POINT OF BEGINNING.

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Butte

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BUTTE County Intranet

Main

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[Default Summary](#) [Roll Changes](#) [Bankruptcy](#) [Liens](#) [Fees](#) [Notes](#)

Roll Year: Current

Assessment Info

Assessment No. Tax Year Parcel Number
 053-120-085-000 2025 053-120-085-000

Additional Info

Desc
 Situs1 877 NUNNELEY RD PARADISE CA
 Original Asmt 053120085000
 Event Date Printed Date 7/2/2025 11:59:59 PM
 Doc No. Doc Date
 Supl Count 1 Acres 1.93
 Status **A** Tra 005027
 Taxability **000** Bill Type **SP**
 Roll Category **CS** Roll Type **A**
 Default No. Default Date

Taxes	1st	2nd	Total
Due/Paid Date	12/10/2025	4/10/2026	
Total Due	\$0.00	\$0.00	\$0.00
Total Paid	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee PARADISE COMMUNITY CENTER
 Owner PARADISE COMMUNITY CENTER

Address

5282 FILBERT CT
 PARADISE CA 95969-6256

Contact

Agency
 Lender No.
 Loan No.
 Name
 Phone

[Home](#)

Butte

MBS Intranet for Butte County

Tax Collector Inquiry

[Tax Collector Inquiry](#)
[Assessor Inquiry](#)

BUTTE County Intranet

Feeparcel Summary ▾

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Roll Year: Current

Parcel Number: 053-120-085-000

Owner	Assessment No.	Roll Cat	Tax Year	Total Due	Total Paid	Balance
PARADISE COMMUNITY CENTER	053-120-085-000	CS	2025	\$0.00	\$0.00	\$0.00

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Butte

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[Default Summary](#) [Roll Changes](#) [Bankruptcy](#) [Liens](#) [Fees](#) [Notes](#)
Historical Roll Year: 2024

Assessment Info

Assessment No. Tax Year Parcel Number
053-120-085-000 2024 053-120-085-000

Additional Info

Desc

Situs1 877 NUNNELEY RD PARADISE CA

Original Asmt 053120085000

Event Date

Printed Date 9/12/2024 4:25:50 PM

Doc No.

Doc Date

Supl Count

1

Acres

1.93

Status

C

Tra

005027

Taxability

000

Bill Type

SP

Roll Category

CS

Roll Type

S

Default No.

Default Date

Taxes	1st	2nd	Total
	PAID	PAID	
Due/Paid Date	10/25/2024 8:31:24 AM	10/25/2024 8:31:24 AM	
Total Due	\$855.96	\$855.96	\$1,711.92
Total Paid	\$855.96	\$855.96	\$1,711.92
Balance	\$0.00	\$0.00	\$0.00

Owner/Assessee

Assessee PARADISE COMMUNITY CENTER

Owner PARADISE COMMUNITY CENTER

Address

5282 FILBERT CT
PARADISE CA 95969-6256

Contact

Agency

Lender No.

Loan No.

Name

Phone

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Butte

MBS Intranet for Butte County

Tax Collector Inquiry

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BUTTE County Intranet

Tax Codes/Values ▾

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Historical Roll Year: 2024

Assessment Info

Assessment No.

053-120-085-000

Tax Year

2024

Parcel Number

053-120-085-000

Code	Base	Rate	TaxAmt1	PenAmt1	TaxAmt2	PenAmt2
00001	71.000000		\$796.15	\$79.62	\$796.15	\$79.62
LOCAL AGENCY, GENERAL						
26140	70.031781		\$25.30	\$2.53	\$25.30	\$2.53
PUSD ELECTION 2018 Phone# (530) 552-3601						
26510	70.016259		\$12.94	\$1.29	\$12.94	\$1.29
BUTTE COLLEGE ELECTION 2002 Phone# (530) 552-3601						
26515	70.017585		\$14.00	\$1.40	\$14.00	\$1.40
BUTTE COLLEGE ELECTION 2016 Phone# (530) 552-3601						
68202	10.000000		\$1.57	\$0.15	\$1.57	\$0.15
BUTTE MOSQUITO VECTOR DISEASE CTRL Phone# (800) 273-5167						
79002	10.000000		\$6.00	\$0.60	\$6.00	\$0.60
PARADISE ANIMAL CONTROL Phone# (530) 872-6291						
Totals						
Taxes			848.3900	84.8400	848.3900	84.8400
Direct Charges			7.5700	0.7500	7.5700	0.7500
Taxes + Direct Charges			\$855.96	\$85.59	\$855.96	\$85.59

Values	Previously Billed	Current Values	This Bill
Land	0	159230	159230
Improvements Structural	0	0	0
Improvements Growing	0	0	0
Improvements Fixed	0	0	0
Personal Property	0	0	0
Personal Property Mobile Home	0	0	0
Exemptions	0	0	0
	0	0	0
	0	0	0
Net Value	0	159230	159230
Interest Type	From1	From2	From3

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Butte

MBS Intranet for Butte County

Tax Collector Inquiry

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BUTTE County Intranet

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Historical Roll Year: 2024

Parcel Number: 053-120-085-000

Owner

Assessment No. Roll Cat Tax Year Total Due Total Paid Balance

PARADISE COMMUNITY CENTER	053-120-085-000	CS	2024	\$1,711.92	\$1,711.92	\$0.00
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Megabyte Systems Inc
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Staff Report

September 18, 2025



DATE: 9/15/2025
 TO: Board of Directors (BOD)
 FROM: Sarah Hoffman, Administrative Assistant III
 SUBJECT: Anthem Blue Cross Enrollment

Report in Brief

In April 2024, staff began exploring new medical insurance options through GCI Insurance Brokers (Consultant). The District Manager tasked Administrative Assistant III Sarah Hoffman with finding options that provide similar or better, coverage at less expensive rates than CalPERS. After months of work with GCI, it was clear that Anthem Blue Cross would give us equal or better coverage at a much more affordable cost. Though the District is still waiting for the new rates, an enrollment application must be submitted at the beginning of October. There will be further discussion on District medical and its costs at upcoming personnel and finance committee meetings.

Recommendation: *Authorize the District Manager to complete the 2026 Employer Enrollment Application to join Anthem Blue Cross Medical.*

Attachments:

- A. 2025 Employer Enrollment Application (2026 will be released in October)

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2025/25.0918.Special.Meeting/BOD.District.Medical.25.0918.docx
9/15/2025

California Employer Enrollment Application For Small Groups Medical, Dental, and Vision



Health care plans offered by Anthem Blue Cross and Insurance plans offered by Anthem Blue Cross Life and Health Insurance Company.

You, the employer, must complete this application. You are solely responsible for its accuracy and completeness.

To avoid the possibility of delay, answer all questions and be sure to sign and date the application.

Employer Tax ID Numbers are required under Centers for Medicare & Medicaid Services (CMS) regulations.

Please complete in black ink only.

Section A: Application Type

<input type="checkbox"/> New Enrollment	<input type="checkbox"/> Change(s)	Group/Case no. (if known)	Requested effective date (MM/DD/YYYY): / /
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Section B: Company Information

Legal Company name	Employer tax ID no. (required)	Form 5500 ID Number (if applicable)	
Doing Business As (DBA) (if applicable)		County	
Company street address (principal business address ¹)	City	State	ZIP code
Billing address - If different from above	City	State	ZIP code
Is this coverage as a member of an association plan? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, association name: _____			
Organization type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership (LP) <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Other: _____			
SIC code - required	Type of business (be specific)	Date business established (MM/DD/YYYY) / /	
Company's primary contact name	Title	Primary phone no.	
Company's primary contact email address			
Additional company contact name	Title	Additional company contact email address	
Do you want to enroll in Premium Only Plan (P.O.P.), Internal Revenue Service (IRS) Section 125? <input type="checkbox"/> Yes <input type="checkbox"/> No P.O.P. is an administration service offered by HealthEquity, Inc. If you choose to enroll, submit P.O.P. application.			
Do you have any affiliates that qualify as a single employer under subsection (b), (c), (m) or (o) of Internal Revenue Code Section 414? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please give the legal names, federal tax ID no. and the number of employees employed by each.			
Legal name	Federal tax ID no.	No. of employees employed	

¹ The principal business address means the principal business address registered with the State or, if a principal business address is not registered with the State, or is registered solely for purposes of service of process and is not a substantial worksite for the policyholder's business, the business address within the State where the greatest number of employees of such policyholder works. If, for a network plan, the group policyholder's principal business address is not within the service area of such plan, and the policyholder has employees who live, reside, or work within the service area, the principal business address for purposes of the network plan is the business address within the plan's service area where the greatest number of employees work as of the beginning of the plan year. If there is no such business address, the rating area for purposes of the network plan is the rating area that reflects where the greatest number of employees within the plan's service area live or reside as of the beginning of the plan year.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. Independent licensee of the Blue Cross Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Section C: Ownership

Please account for 100% of the ownership, regardless of eligibility. Insert an additional sheet if necessary.

First name	M.I.	Last name.	Percentage of ownership (must equal 100%)	Eligible
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Section D: Type of Coverage

1. Medical Coverage		Medical plans offered by Anthem Blue Cross.
Please Note: All health plans include the required coverage for the dental and vision pediatric essential health benefits.		
Step 1 — Select your networks below.	Step 2 — Select one or more plan(s) you would like to offer within the networks you selected. Insert an additional sheet if necessary.	
	Medical plan name	Contract code
PPO: <input type="checkbox"/> Prudent Buyer PPO		
<input type="checkbox"/> Select PPO		
HMO: <input type="checkbox"/> CaliforniaCare HMO		
<input type="checkbox"/> Select HMO		
<input type="checkbox"/> Priority Select HMO		
<input type="checkbox"/> Vivity		
<p>You may not offer a medical plan with Whole Health (enhanced embedded dental and vision benefits) alongside the same medical plan without Whole Health.</p> <p>For employers providing a Health Savings Account (HSA) option:</p> <p><input type="checkbox"/> Yes, we request Anthem to facilitate opening an HSA account with its service provider for our employees. We understand a completed Health Savings Account questionnaire is required in order to open the HSA account. In doing so, we agree for Anthem to disclose our member's data to its banking service provider.</p> <p><input type="checkbox"/> No, we will facilitate our own HSA account.</p> <p>Note: For PPO and HMO plans, not all network options are available in all areas. Please refer to Underwriting Guidelines for network options.</p> <p>Enrollment in the selected plan is dependent upon the employee residing or working within a plan's geographic service area, and the network, provider, and physician availability within the geographical service area. If at the time of enrollment the network or physician/medical group is not available or an employee does not reside or work in the geographical service area of the plan the employee may be assigned to or be required to choose a different provider, network, and/or plan.</p> <p>Riders/Optional Benefits – By selecting one of the below optional benefits, all employees must enroll in the selected benefit option.</p> <p>Additional premiums may apply.</p> <p><input type="checkbox"/> Travel and Lodging Benefit <input type="checkbox"/> Infertility Benefits <input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Contraceptive Opt-out Benefits - Religious Self-Certification Form required.</p> <p>Choose your medical contribution for each month - only one choice is allowed.</p> <p>Contribution option 1: Traditional option - We will contribute _____% per employee (50 to 100%) _____% per dependent (optional, 0% to 100%)</p> <p>Contribution option 2: Fixed Dollar Option - We will contribute (at least \$100 in \$5 increments): \$ _____</p> <p>Contribution option 3: Percentage of plan option - We will contribute (50% to 100%): _____% to the following plan _____</p>		

2. Dental Coverage — Indicate the contract code for the dental plan selected. The codes can be found on the proposal/quote.**Standalone dental plans do not include Essential Health Benefits.**

	Dental plan name	Contract code
<input type="checkbox"/> Employer sponsored		
<input type="checkbox"/> Voluntary ¹		

Is this plan intended to replace any existing group dental coverage? Yes No

If yes, please complete the information in Section G for each group dental insurance plan you now have.

3. Vision Coverage — Indicate the contract code for the vision plan selected. The codes can be found on the proposal/quote.**Vision plans do not include vision pediatric essential health benefits.**

	Vision plan name	Contract code
<input type="checkbox"/> Employer sponsored		
<input type="checkbox"/> Voluntary ²		

1 Not available in conjunction with the employer-sponsored Dental HMO and Dental PPO plans.

2 Not available in conjunction with the employer-sponsored Vision PPO plans.

Section E: Eligibility

<p>1. Does your group meet the definition of a small employer, as defined under applicable law?¹ <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Total number of employees (including employed owners/officers): _____</p> <p>3. Number of eligible full-time employees² (minimum 30 hours per week): _____</p> <p>4. Number of part-time employees²: _____ Are permanent employees who work between 20–29 hours weekly to be covered? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, number of eligible part-time employees: _____</p> <p>5. Number of employees enrolling in: Medical: _____ Dental: _____ Vision: _____</p> <p>6. Number of eligible DECLINING employees: _____</p> <p>7. Number of INELIGIBLE employees: _____</p> <p>8. Waiting period for new employees: An employer may impose a bona fide employment-based orientation (affiliation) period for new employees which cannot exceed 30 days. If you the employer imposes an orientation period, the “date of hire” is the first day after completion of the orientation period. <input type="checkbox"/> First of the month after hire date <input type="checkbox"/> First of the month following one month from the date of hire <input type="checkbox"/> First of the month following two months from date of hire, not to exceed 90 days</p> <p>9. Does the group intend to offer coverage to employees currently in the employer waiting period for the original effective date of the group contract (i.e. one-time waiver of employer waiting period)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>10. Does your business have additional employees in another state(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify state(s): _____ How many employees are employed in CA: _____ How many employees are employed in another state: _____</p> <p>11. Is your group currently subject to Cal-COBRA? <input type="checkbox"/> Yes <input type="checkbox"/> No (Employed 2-19 eligible employees on at least 50% of its working days in the previous calendar year; or if not in business during any part of the previous calendar year employed 2–19 eligible employees on at least 50% of its working days during the previous calendar quarter; and not subject to COBRA). California law also requires plans to offer an enrollee who has exhausted continuation coverage under COBRA the opportunity to continue coverage for up to 36 months from the date the enrollee’s continuation coverage began. If the enrollee is entitled to less than 36 months of continuation coverage under COBRA. Number of Cal-COBRA enrollees: _____</p> <p>12. Is your group currently subject to COBRA? <input type="checkbox"/> Yes <input type="checkbox"/> No (Employed 20 or more full time equivalent employees on at least 50% of the working days in the previous calendar year)? Number of COBRA enrollees: _____</p> <p>13. Under the Medicare Secondary Payer rules, which one applies for your group? <input type="checkbox"/> Medicare is primary for groups with less than 20 employees. <input type="checkbox"/> Anthem is primary for groups that employ 20 or more employees if the employer has 20 or more employees for each working day in each of 20 or more calendar weeks in the current calendar year or the preceding calendar year.</p>
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Section F: Leave of Absence

Medical: Number of months employees are eligible to continue group coverage while on an employer-approved temporary medical leave of absence.
 None 1 month 2 months 3 months 4 months 5 months 6 months

Personal: Number of months employees are eligible to continue group coverage while on an employer-approved temporary personal leave of absence.
 None 1 month 2 months 3 months

Section G: Prior Coverage

Has this group had coverage within 12 months of this application’s signature date? Yes No

Will this plan replace current	If yes, carrier name	Termination Date (MM/DD/YYYY)
Medical coverage <input type="checkbox"/> Yes <input type="checkbox"/> No		/ /
Vision coverage <input type="checkbox"/> Yes <input type="checkbox"/> No		/ /
Dental coverage <input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Plan (DHMO, EPO, PPO)	Effective Date / /

1 A small employer is defined as any person, firm, proprietary or nonprofit corporation, partnership, public agency, or association that is actively engaged in business or service, that, on at least 50 percent of its working days during the preceding calendar quarter or preceding calendar year, employed at least one, but no more than 100, employees; the majority of whom were employed within this state, that was not formed primarily for purposes of buying health care service plan contracts, and in which a bona fide employer-employee relationship exists. For specific guidance concerning the Affordable Care Act, the Internal Revenue Code or California State laws or regulations, you should consult with your attorney, Certified Public Accountant or other authorized consultant or advisor.

2 The following do not qualify as an employee for purposes of group eligibility: (1) an individual that wholly owns the above—named company on his/her own or with his/her spouse/domestic partner; (2) the spouses/domestic partners of sole proprietors; (3) partners of a partnership and their spouses/domestic partners; (4) a 2-percent S corporation shareholder; (5) a worker described in Section 3508 of Title 26, Internal Revenue Code.; or (6) a leased employee (as defined in 26 U.S.C. § 414(n)(2)).

Section H: Cal-COBRA/COBRA/Medical Leave Questionnaire —

If additional space is needed to include all applicable employees, please use a photocopy of this page.

Complete for each employee or family member currently on Cal-COBRA or COBRA or Medical Leave. Cal-COBRA: Complete for each employee terminated in the last 60 days who has had a qualifying event. COBRA: Complete for each employee terminated in the last 90 days who has had a qualifying event. Insert an additional sheet if necessary.					
Last name	First name	MI	DOB	Social Security No. ¹	<input type="checkbox"/> Cal-COBRA <input type="checkbox"/> COBRA <input type="checkbox"/> Medical Leave
Beginning date of leave or date of qualifying event		Describe qualifying event:			
To the best of your knowledge, will this employee/dependent exercise their Cal-COBRA/COBRA option? <input type="checkbox"/> Yes <input type="checkbox"/> No					
To the best of your knowledge, will this employee return to work? <input type="checkbox"/> Yes <input type="checkbox"/> No					

Section I: Access of Group Information by designated agent, producer, broker, agency, brokerage, and/or general agency

We, the employer, hereby authorize our designated agent, producer, broker, agency, brokerage, general agency, and their respective employees currently on file with Anthem (Agent) to access our health plan information, including protected health information, on behalf of our health plan through Anthem's EmployerAccess system or any other access points Anthem may offer. This information may include, but is not limited to, detail about members, plan selections and bills/invoices. Our Agent is also authorized to make changes to our information on our behalf, including but not limited to adding/deleting plans and members and changing member demographic information. We will be responsible for the activities of our Agent. If our Agent on file changes, these authorizations will apply with respect to our successor Agent. Our Agent is required to maintain original documentation and will make such documentation available to Anthem upon request.

Select this box **ONLY** if the employer **DOES NOT** want to authorize the agent, producer, broker, agency, brokerage, general agency, and their respective employees currently on file with Anthem (Agent) to access and change the group's information on behalf of the group. **Do not select this box if you consent.**

Section J: Electronic Delivery of Materials

Applies only to **Medical** and **Dental Net DHMO** plans offered by Anthem Blue Cross and regulated by the Department of Managed Health Care. We, the employer, want to receive information about plan materials and related items electronically as permitted by law. These communications may include but are not limited to benefit booklets, summaries, billing statements, notices of nonpayment and cancellation and other notices. I understand we need to register on anthem.com/ca to get the most out of our plan's digital tools and will make sure Anthem has our most up-to-date email address. We understand that we can update our email address, change our communication preferences, and request a free copy of these materials at any time by going to anthem.com/ca or by contacting Anthem at 1-833-747-1190.

For **Dental PPO** and **Vision** plans offered by Anthem Blue Cross Life and Health Insurance Company and regulated by the California Department of Insurance. Anthem will deliver plan materials and related items by mail.

By signing below, we, the employer want to receive information about plan-related communications electronically. This includes our certificates, evidence of coverages, explanation of benefits statements, legally required notices, or helpful information to get the most out of our plan. We understand we need to register on anthem.com/ca to get the most out of our plan's digital tools and will make sure Anthem has our most up-to-date email address. We understand that this consent is voluntary and that we may opt-out of electronic delivery. We understand that we can update our email address, change our communication preferences, and request a free copy of these materials at any time by going to anthem.com/ca or by contacting Anthem at 1-833-747-1190.

Company officer signature _____ Date _____

¹ Anthem is required by the Internal Revenue Service and Centers for Medicare & Medicaid (CMS) regulations to collect this information.

Section K: General Agreements — Please read carefully before signing the application.

The standard open enrollment period is at least 31 days before the group's renewal date and 31 days after, no more often than once in any 12 consecutive months.

Please select the box that applies:

Employer is not subject to the Employee Retirement Income Security Act of 1974 (ERISA) for the following reason:

- Church plan (as defined in 29 USCS § 1002(33))
- Governmental plan (as defined in 29 USCS § 1002(32))
- Other: _____

Employer is subject to ERISA

If no Form 5500 ID number, reason for exemption from the Form 5500 requirement: _____

Employer, through its authorized representative below, understands and certifies, and, if approved for coverage and by payment of premiums, agrees to the following:

1. To comply with all terms and provisions of the Group Contract(s) issued, and trust agreements, if applicable, and also accepts enrollment under the Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company trust policy(ies), if applicable.
2. To make the coverage available to all eligible employees and their eligible dependents and to distribute information and documents to enrolled employees as needed.
3. To maintain records and furnish to Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company or their designated agent(s), any information required in connection with administration of the coverage. Original source documents, including but not limited to employee/member enrollment documentation, shall be available upon Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company's request.
4. For the purpose of clinical outreach, we the Employer agree that the cell phone numbers provided in the electronic enrollment files have been freely provided by the employee and have not been obtained by a look up service or third party. Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company will honor Do Not Call requests for all telephone numbers collected.
5. To provide notice of applicable conversion rights and rights to continue health coverage under COBRA to eligible employees and eligible dependents.
6. To pay Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company by the premium due date, the premiums on behalf of each member covered under the contract, unless otherwise stated in any financial agreement between the parties, to submit applications of employees prior to their date of eligibility, to keep all necessary records regarding membership, to assume responsibility for handling the COBRA and state-mandated continued group coverage and/or conversion process, if applicable.
7. We, the employer, understand that Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company standard process is to issue bills (invoices) and accept premium payments online via the EmployerAccess system. We understand and agree that if we, the employer, need to opt-out of online invoices and/or payments, we must send an email with "Opt-Out" in the subject line to employeraccesssupport@anthem.com and provide the group number, contact name, email address, phone number and reason for opting out of the electronic billing and payment process.
8. If applicable, employer will receive on behalf of members, all notices delivered by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company, and immediately forward such notices to persons involved, at their last known address.
9. We understand and agree that no coverage will be effective before the date determined by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company, and that such coverage will be effective only if we have paid our first month's premium and this application is accepted.
10. That in order for Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company to accept or decline this application, all the information requested on this application must be completed. In the event the application is not complete, Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company, or its designated agent(s), is authorized to obtain the necessary information and to complete that information on this application. If the application is not complete, Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company reserve(s) the right to reject it and notify us in writing.
11. The employer understands that the coverage issued by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company may be different than the coverage applied for herein. In that event, Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company shall notify the employer of such differences, and by payment of the appropriate premiums, the employer will accept the coverage as issued.
12. The premium rates calculated for the employer are contingent, based upon the accuracy of the eligibility data submitted on employees and covered dependents to Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company by the employer. Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company reserves the right to review such rates upon receipt of all individual applications for employers' employees and to modify the rates, if the enrollment information so warrants. Any fraud or intentional misrepresentation of material fact on the employees' applications may, within the first 24 months following the issuance of the coverage, result in a material change to the group's coverage or premium rates as of the effective date of the group coverage.
13. The entire application for Group coverage has been reviewed, and all answers contained herein are true and complete to the best of the employer's and/or authorized representative's knowledge and belief.

14. All employees applying for coverage are employees of the employer and receive salary or wages documented on state and/or federal payroll reports. Eligible employees must work the required amount of hours per week, must be actively at work, have satisfied any applicable eligible waiting period, and meet any other eligibility requirements for coverage.
15. The requested coverage is not in effect unless and until this application is approved by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company, that approval of coverage shall be evidenced by issuing Group contracts and/or policies to the employer, and an employee's coverage is not in effect unless and until the employee applies and is approved for coverage by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company.
16. This small group off-exchange product is not eligible for a premium tax credit.
17. The HSA, which must be established for tax-advantaged treatment, is a separate arrangement between the individual and a bank or other qualified institution. Applicant must be an "eligible individual" under IRS regulations to receive the HSA tax benefits. The IRS has not yet issued HSA or high--deductible health plan regulations or determined that Anthem Blue Cross high-deductible plans are qualifying high-deductible health plans. Consultation with a tax advisor is recommended.
18. If we decide to cancel our group coverage after coverage has been issued, we understand that the cancellation will become effective on the last day of the month in which Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company received the written notification of cancellation, and that no premiums will be refunded for any period between Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company's, cancellation date, we understand that Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company will refund these premiums after 45 days from the premium deposit date.
19. We further understand and agree that we should keep prior coverage in force until notified of acceptance in writing by Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company and that no agent has the right to accept this application or bind coverage.
20. If this application is accepted, it becomes a part of our contract with Anthem Blue Cross and/or Anthem Blue Cross Life and Health Insurance Company.

HIV TESTING PROHIBITED: California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

REQUIREMENT FOR BINDING ARBITRATION

ALL DISPUTES BETWEEN YOU AND ANTHEM BLUE CROSS AND/OR ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY, INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN/POLICY OR ANY OTHER ISSUES RELATED TO THE PLAN/POLICY AND CLAIMS OF MEDICAL MALPRACTICE, MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT AND THE DISPUTE CAN BE SUBMITTED TO BINDING ARBITRATION UNDER APPLICABLE FEDERAL AND STATE LAW, INCLUDING BUT NOT LIMITED TO, THE PATIENT PROTECTION AND AFFORDABLE CARE ACT. For claims that exceed the jurisdiction of the small claims court that are subject to binding arbitration under this Agreement, California Health and Safety Code Section 1363.1 and Insurance Code Section 10123.19 require specified disclosures in this regard: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as permitted and provided by federal and California law, including but not limited to, the Patient Protection and Affordable Care Act, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. YOU AND ANTHEM BLUE CROSS AND/OR ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. YOU ACKNOWLEDGE THAT FOR DISPUTES THAT ARE SUBJECT TO ARBITRATION UNDER STATE OR FEDERAL LAW THE RIGHT TO A JURY TRIAL, THE RIGHT TO A BENCH TRIAL UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, AND/OR THE RIGHT TO ASSERT AND/OR PARTICIPATE IN A CLASS ACTION ARE ALL WAIVED BY YOU. If your plan/policy is subject to 45 CFR 147.136, this agreement does not limit your rights to internal and external review of adverse benefit determinations as required by that law. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act ("FAA"), including the FAA's preemptive effect on state law. By signing, writing or typing your name below you agree to the terms of this agreement and acknowledge that your signed, written or typed name is a valid and binding signature.

Sign here	Company officer signature X	Printed name
	Title	Date (MM/DD/YYYY) / /

Section L: Agent/Producer/Broker Attestation — To be completed by the agent/broker

1. To the best of my knowledge, the information on this application is complete and accurate.
2. I am not aware of any information not disclosed by the employer in this application that may have bearing on this risk.
3. I have not completed any of the information contained in the application except with the permission of the applicant and as noted by my initials and date on the application.
4. I have not signed any of the applications for an employer representative or individual applicant. If after submission of this application, I request any additions or changes to any of the above information, I will do so only with the written consent of the applicant, and I authorize Anthem Blue Cross (Anthem) to attribute such additions or changes to me.
5. I have advised the employer, in easy-to-understand language, that a failure to provide complete and accurate information that constitutes fraud or intentional misrepresentation of material fact may, within 24 months following the issuance of the coverage, result in a loss of coverage retroactive to the effective date of coverage or re-rating of the employer's premium retroactive to the coverage effective date and that coverage shall not be effective until Anthem reviews and approves the application and the employer receives a written notice from Anthem. The employer understood my explanation.
6. I am the appointed agent/producer/broker and am receiving commissions for the submission of this employer. No portion of my commission payments from Anthem shall be paid to an agent/broker/producer not appointed/approved by Anthem.
7. I have advised the employer not to terminate any existing coverage until receiving written notification from Anthem that the coverage being applied for by this application is accepted.
8. I understand that if I have willfully stated as true any material fact I know to be false, I shall, in addition to any applicable penalties or remedies available under current law, be subject to a civil penalty of up to ten thousand dollars (\$10,000).
9. By providing your "wet or electronic" signature below, you acknowledge that such signature is valid and binding.

Electronic Enrollment — Please indicate how employee enrollment will be submitted.

- Simple Census
 834 Electronic Eligibility Transfer (EET)
 Other _____
 Real-time
 Online Census Enrollment (OCE)

Writing payable/sub-agent/producer/broker			Second writing payable/sub-agent/producer/broker		
Agency name		Agency ID no.	Agency name		Agency ID no.
Agent/producer/broker name			Agent/producer/broker name		
Agent/producer/broker encrypted tax ID no. (SSN)			Agent/producer/broker encrypted tax ID no. (SSN)		
Payable/sub-agent/producer/broker encrypted tax ID no. (SSN) if different			Payable/sub-agent/producer/broker encrypted tax ID no. (SSN) if different		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code
Phone no.	Fax no.		Phone no.	Fax no.	
Email address			Email address		
Signature		Date (MM/DD/YYYY) / /	Signature		Date (MM/DD/YYYY) / /
For General Agent use only					
General agent			General agent ID no.		
Street address			City	State	ZIP code
Email address					

Submit new business applications to: newsguwca@anthem.com

Administration kit will be sent to the Group.