



First American Title

Guarantee

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6915870

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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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).**



First American Title

Schedule A

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6915870

File No.: 6915870

Guarantee No. 6915870

Amount of Liability: \$2,500.00

Date of Guarantee: October 19, 2022 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 Parcels I-A, I-B, Easement as to Parcels II, III, IV, V, VI

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-A:

BEING A PORTION OF THE NORTH HALF OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.B.&M., AND BEING AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FOR JOSEPH P. MCNALLY, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA, IN BOOK 84 OF MAPS, AT PAGE 93, AND BEING THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO JOSEPH P. MCNALLY, RECORDED MARCH 2, 1976, BOOK 2052 OF THE OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA, AT PAGE 169, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.B.&M., BEING AS SHOWN ON SAID RECORD OF SURVEY MAP; THENCE FOLLOWING ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 18, SOUTH 88° 55' 37" WEST FOR 85.80 FEET TO A POINT CALLED "SUBDIVISION CORNER" ON SAID MAP; THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF SECTION 18, SOUTH 88° 55' 37" WEST FOR 32.20 FEET TO THE NORTHWEST CORNER OF SAID MCNALLY PARCEL; THENCE SOUTH 01° 01' 34" EAST FOR 329.96 FEET; THENCE NORTH 88° 55' 37" EAST FOR 118.00 FEET; THENCE NORTH 01° 01' 34" WEST FOR 329.96 FEET TO SAID POINT OF BEGINNING.

PARCEL I-B:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.M., LYING WESTERLY OF THE TOWN OF PARADISE TOWN LIMITS DESCRIBED IN BUTTE COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 79-239 AS FILED WITH THE RECORDER OF BUTTE COUNTY, CALIFORNIA IN BOOK 2466, PAGE 202, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.M., AS SAID CORNER WAS ASSUMED TO BE THE SAME AS THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 12° 29' 54" EAST ALONG A LINE WHICH EXTENDS FROM SAID SOUTH QUARTER CORNER OF SECTION 7 TO THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.M., A DISTANCE OF 1372.64 FEET MORE OR LESS TO A POINT IN THE SOUTH BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A LOT LINE ADJUSTMENT APPROVED BY THE TOWN OF PARADISE, BY DEED RECORDED NOVEMBER 12, 2015, SERIAL NO. 2015-0041122.

PARCEL II:

A NON-EXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES OVER A STRIP OF LAND 20 FEET WIDE, ADJACENT TO AND NORTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN THE QUIT CLAIM DEED DATED OCTOBER 21, 1985, AND RECORDED NOVEMBER 4, 1985, SERIAL NO. 85-35337, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA.

PARCEL III:

A 30.00 FOOT WIDE ROAD AND PUBLIC UTILITY EASEMENT NORTH OF THE SOUTH LINE OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 7, A DISTANCE OF 528.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE EAST 8 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EAST 8 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, DISTANCE OF 165.00 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 7, A DISTANCE OF 528.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

A 50.00 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, LYING NORTH AND ADJACENT TO THE SOUTH LINE OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON OCTOBER 18, 2002, IN BOOK 155 OF MAPS, AT PAGES 49, 50 AND 51.

PARCEL V:

A 50.00 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, LYING 30.00 FEET ON THE EAST SIDE AND 20.00 FEET ON THE WEST SIDE OF THE NORTH AND SOUTH CENTERLINE OF THE SOUTH ONE-HALF OF SECTION 7, TOWNSHIP 22 NORTH,

RANGE 4 EAST, M.D.B.&M., AS SAID EASEMENT WAS GRANTED AND DESCRIBED IN THE FOLLOWING DEEDS RECORDED FEBRUARY 3, 2000 IN THE OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA: SERIAL NO. 2000-4217, SERIAL NO. 2000-4218, SERIAL NO. 2000-4219, SERIAL NO. 2000-4220, SERIAL NO. 2000-4221, SERIAL NO. 2000-4222, SERIAL NO. 2000-4223 AND SERIAL NO. 2000-4224.

PARCEL VI:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES OVER STARK LANE, AS DESCRIBED IN, AND PURSUANT TO, THE JUDGMENT QUIETING TITLE TO A PRIVATE ROADWAY RECORDED JULY 27, 1998, BUTTE COUNTY OFFICIAL RECORDS, SERIAL NO. 1998-31513.

APN: 053-280-009

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:

Joseph P. McNally and Anne W. Benoit, as Co-Trustees of The McNally/Benoit Family Trust dated June 1, 2000

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.



First American Title

Schedule B

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6915870

File No.: 6915870

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$305.10, PAYABLE
Penalty: \$0.00
Second Installment: \$305.10, PAYABLE
Penalty: \$0.00
Tax Rate Area: 005-001
A. P. No.: 053-280-009

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. The herein described land lies within the bounds of Stark Lane Road Maintenance Assoc., pursuant to a Judgment - Superior Court Case #117847, and by document recorded July 27, 1998 as Serial No. 1998-0031513 of Official Records.
6. A right of way for ditches and canals as reserved by the United States of America in the patent recorded March 14, 1922 in Book I of Patents, Page 50.
7. An Easement pursuant to Section 22438 of the Water Code for the maintenance, repair, cleaning, operation, and control of the open canal or other water conveyance facility and other incidental

purposes related thereto along each side of the open canal or other water conveyance facility described in Instrument recorded on March 14, 1922 as Book I of Patents, Page 50.

8. An easement for existing roads, ditches, canals, etc. and incidental purposes in the document recorded October 27, 1943 as Book 317, Page 197 of Official Records.

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

9. An Easement pursuant to Section 22438 of the Water Code for the maintenance, repair, cleaning, operation, and control of the open canal or other water conveyance facility and other incidental purposes related thereto along each side of the open canal or other water conveyance facility described in Instrument recorded on October 27, 1943 as Book Page 317, Page 197.

10. An easement for existing roads, ditches, canals, etc. and incidental purposes in the document recorded March 5, 1951 as Book 553, Page 471 of Official Records.

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

11. An Easement pursuant to Section 22438 of the Water Code for the maintenance, repair, cleaning, operation, and control of the open canal or other water conveyance facility and other incidental purposes related thereto along each side of the open canal or other water conveyance facility described in Instrument recorded on March 5, 1951 as Book 553, Page 471.

12. An easement for road purposes and incidental purposes in the document recorded December 7, 1959 as Book 1031, Page 568 of Official Records.

Affects: the West 30 feet.

13. An easement for road purposes and incidental purposes in the document recorded January 22, 1963 as Book 1222, Page 613 of Official Records.

Affects: the North 30 feet.

14. An easement for road purposes and incidental purposes in the document recorded January 22, 1963 as Book 1222, Page 615 of Official Records.

Affects: the North 20 feet.

15. An easement for road purposes and incidental purposes in the document recorded November 12, 1964 as Book 1345, Page 203 of Official Records.

Affects: the North 30 feet.

16. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed May 31, 1974 in book 47, page 84 .

17. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed July 6, 1982 in book 84, page 93 .

18. Agricultural Statement of Acknowledgement for Residential Development, Executed By: Joseph P. McNally Recorded: June 29, 1983, Book 2840, Page 414.

19. An easement for public utilities and incidental purposes in the document recorded January 20, 1984 as Book 2903, Page 414 of Official Records.

Affects: a Northerly portion.

20. An easement for road and public utilities and incidental purposes in the document recorded August 14, 1985 as Serial No. 85-024470 of Official Records.

Affects: the Northerly 30 feet.

21. Terms, Conditions and Restrictions contained in the instrument recorded on July 27, 1998 as Serial No. 1998-0031513 of Official Records.

Pursuant to a Judgment - Superior Court Case #117847.

Reference is hereby made to the recorded instrument for a full understanding.

22. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed May 2, 2013 in book 183, page 71-72 .

23. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

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

25. With respect to the trust referred to in the vesting:

a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

26. The Vestee herein acquired Title by Document (s) Recorded November 12, 2015, Serial No. 2015-0041122; June 18, 2001, Serial No. 2001-0025963; February 21, 2001, Serial No. 2001-0006775 and July 25, 2000, Serial No. 2000-0028516.

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.