

# RESOLUTION No. 22-464

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AN AGREEMENT FOR PURCHASE OF +/- 1 ACRE OF REAL PROPERTY LOCATED AT 1101-1105 SUTTON WAY, GRASS VALLEY, CALIFORNIA (APN 035-400-042-000), AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE PURCHASE AGREEMENT AND APPROVING THE USE OF THE REAL PROPERTY TO OPERATE AS A WELLNESS CENTER FOR HOMELESSNESS SERVICES ADJACENT TO BRUNSWICK COMMONS HOUSING DEVELOPMENT AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE HOUSING AND COMMUNITY SERVICES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2022/23 (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, pursuant to Assembly Bill-133 the Behavioral Health Continuum Infrastructure Program (BHCIP) provides grant funding to eligible public entities for the purpose of acquiring and rehabilitating real estate assets to expand the behavioral health continuum of treatment and service resources for vulnerable populations, including people experiencing homelessness; and

WHEREAS, the County applied for and was awarded \$1,999,975 in BHCIP grant funds for the purchase and rehabilitation of a building to operate as a wellness center for homelessness services; and

WHEREAS, the County desires to utilize the BHCIP grant funding to purchase and rehabilitate a +/- 1 acre parcel located at 1101-1105 Sutton Way, Grass Valley, California (APN 035-400-042-000) ("Property"), \ to provide safety-net services for persons at risk of homelessness in accordance with BHCIP guidelines encapsulated in AB-133, specifically section 5960.3 which allows for expansion of Behavioral Health services as an allowable zoning use; and

WHEREAS, the County will provide the initial capital funding through Health and Human Services Agency Administration operating fund balance for the purchase while the BHCIP Standard Agreement is being drafted and executed, after which BHCIP funds will reimburse up to the grant award, and

WHEREAS, the County will incur up to \$10,000.00 for the closing costs; and

WHEREAS, pursuant to Government Code section 25350, on August 23, 2022, the Board of Supervisors held a duly noticed public hearing to consider acquisition of the Property on the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

1. The above recitals are true and correct.

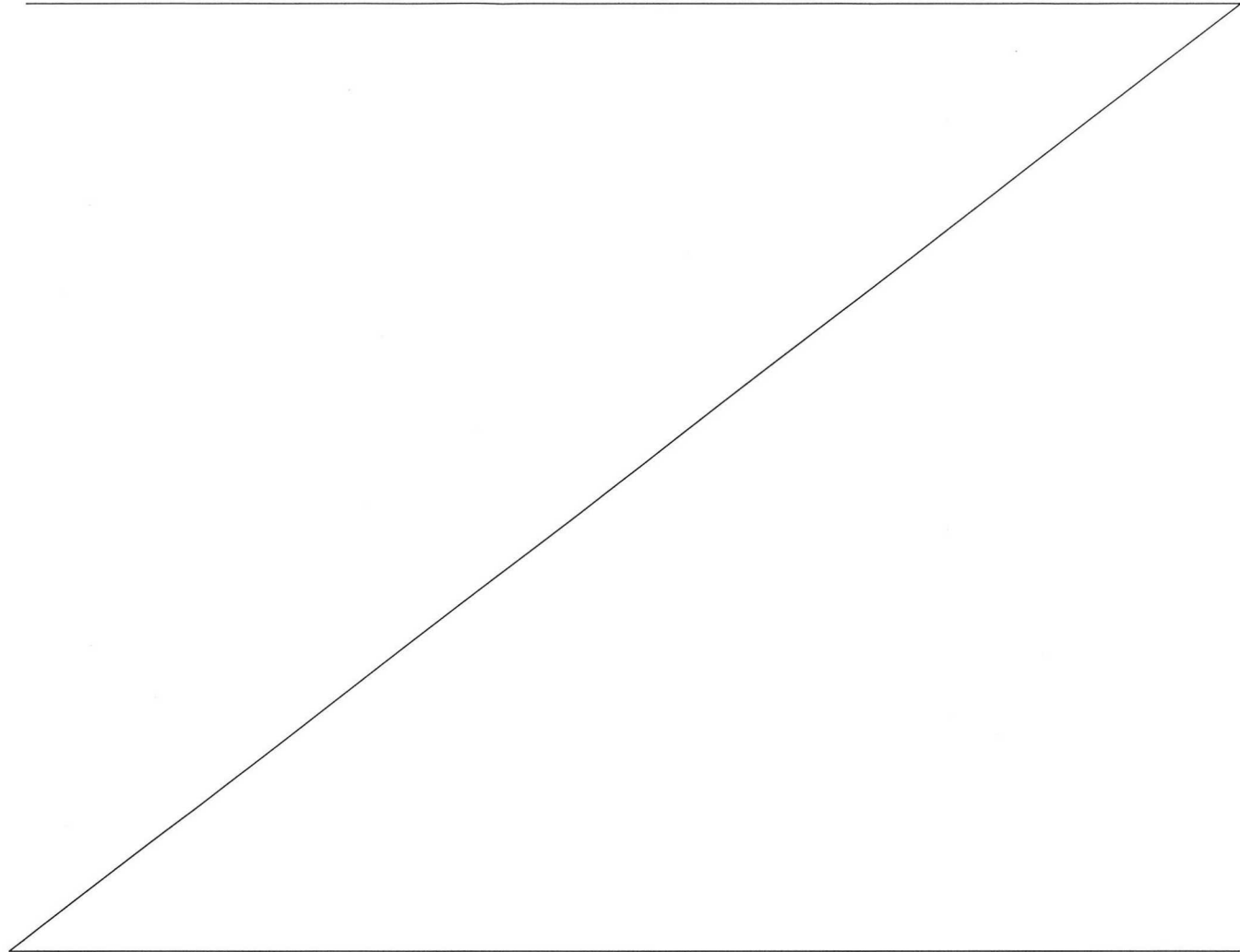
2. Pursuant to Assembly Bill 131 (2021), specifically Section 5960.3(a), notwithstanding any other law, a facility project funded by a grant pursuant to this chapter shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals and not an activity subject to the California Environmental Quality Act (commencing with section 21000 of the Public Resources Code),
3. The purchase of the +/- 1 acre Property located at 1101-1105 Sutton Way, Grass Valley, California (APN 035-400+042-000) from The Summers 2021 Living Trust, The Scott K. Robertson and Debra A. Robertson Revocable Trust, and The Gerbaud Family 2006 Revocable Living Trust for a total cost of \$2,000,000, is approved in substantially the same form attached hereto and the Chair of the Board of Supervisors is hereby authorized to execute the Purchase Agreement on behalf of the County.
4. Allocation of up to \$10,000.00 for the closing costs is hereby approved.
5. Steve Monaghan, Director of Information and General Services, is hereby authorized to execute on behalf of the County any and all documents required to consummate this real property transaction.
6. The Director of Information and General Services is hereby authorized to accept conveyance of the deed from 1101-1105 Sutton Way, Grass Valley, California, and to execute the certificate of acceptances on behalf of the County for recordation purposes.
7. The rehabilitation of the Property to provide wellness center services in the form of safety-net supportive services to at-risk population facing homelessness is hereby approved.

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to file a Notice of Exemption pursuant to Public Resources Code section 21152(b) and (c) within five (5) day of the adoption of this Resolution, and directed to record the Memorandum of Exclusive Right and Option to Purchase with the Nevada County Clerk Recorder.

BE IT FURTHER RESOLVED that the Auditor-Controller is authorized and directed to release \$2,010,000 Health and Human Services Agency Administration operating fund balance in Fund 1589 and amend the Housing and Community Services Department's Budget for the Fiscal Year 2022/23 as follows:

Fiscal Year 2022/23

Expenditure 1589-50601-451-7000 / 540300    \$2,010,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of August, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

8/23/2022 cc: Housing\*  
AC\*

## PURCHASE AGREEMENT

This OPTION TO PURCHASE AGREEMENT (the "Agreement"), is made and is effective as of August 23, 2022 ("Effective Date") by and between **The Summers 2021 Living Trust, The Scott K. Robertson and Debra A. Robertson Revocable Trust, and The Gerbaud Family 2006 Revocable Living Trust**, ("OPTIONORS"), and **THE COUNTY OF NEVADA**, a political subdivision of the State of California ("OPTIONEE"), collectively, the "Parties."

### RECITALS

This Agreement is entered into with reference to the following facts:

A. OPTIONOR is the owner of all that certain real property (hereinafter called the "Property"), described as follows: [1.0 acres; 1101-1105 Sutton Way, Grass Valley CA] commonly known as Assessor's Parcel Number: 035-400-042-000 more specifically described in Exhibit "A."

B. OPTIONEE desires to obtain an exclusive right and option to purchase the Property from OPTIONOR on the terms and conditions set forth herein and OPTIONOR is willing to grant such an option to Optionee.

**NOW, THEREFORE**, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the promises, the mutual representations, warranties, covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Exclusive Right and Option to Purchase.** OPTIONOR grants to OPTIONEE an exclusive right and Option to purchase (this "Option") the Property from OPTIONOR for the term and upon all of the terms, covenants, and conditions hereinafter set forth.

2. **Option Consideration.** As consideration for this Option, OPTIONEE has delivered to OPTIONOR the sum of Ten-Thousand Dollars (\$10,000), and OPTIONOR acknowledges the receipt thereof.

3. **MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE.** OPTIONOR has duly executed, acknowledged and delivered to OPTIONEE a Memorandum of Exclusive Right and Option Purchase in the form attached hereto as Exhibit "B," and agrees to that OPTIONEE may cause such Memorandum of Exclusive Right and Option Purchase to be recorded. OPTIONEE agrees to execute, acknowledge and deliver to OPTIONOR a Quitclaim Deed to the Property promptly at the request of OPTIONOR if OPTIONEE does not exercise the Option hereunder if such is necessary to clear OPTIONOR's title. OPTIONOR shall bear any expense of recording such instrument.

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JPH LKE

4. **Term of Option.** The term of this Option (“Option Term”) shall commence upon the date of this Agreement and shall expire at midnight on September 30, 2022. If not exercised during the term of this Option, this Option shall automatically and without further notice, act or documentation by any party expire on the date aforesaid. OPTIONEE may exercise this Option at any time during the term of this Option by giving OPTIONOR written notice of its intention to exercise the OPTION. In the event this OPTION is exercised, the consideration paid by OPTIONEE for this Option (as stated in Paragraph 2 above) shall be applied against and be deemed to be a payment credited against the purchase price. In the event that OPTIONEE does not exercise this Option, the consideration paid by OPTIONEE for this Option may be retained by OPTIONOR without deduction or offset. As soon as reasonably practicable after exercise of this OPTION, the Parties shall execute and cause to be recorded a Notice of Exercise of Option, in the form as Exhibit “C” attached hereto.

5. **Existing Leases.** OPTIONOR hereby acknowledges and warrants that the only existing leases between OPTIONOR and others specific to the Property or portion thereof is with Inszone Insurance, Inc, and that OPTIONEE’s exercise of this Option will be free of these and all other leases as of the Closing Date.

6. **Purchase Price.** The purchase price which OPTIONEE agrees to pay for the Property upon the exercise is **Two Million Dollars (\$2,000,000)** as determined by appraisal and approved by the authorizing department within the State of California such as the Department of Health Care Services. The agreed to price is payable as follows:

(a) Full amount to be deposited in escrow upon the opening thereof and reimbursed by the State of California through the responsible Department such as the Department of Health Care Services. The consideration paid for this Option shall be credited against the purchase price.

(b) Any balance due shall be paid in full on the closing date.

7. **Escrow.** Within ten (10) calendar days after exercise of this Option, OPTIONEE and OPTIONOR shall open an escrow for this transaction at Placer Title Company, Attention: Jason Dempsey- Escrow Officer, Escrow Number: P-560028, 380 Sierra Collage Drive, Suite 100, Grass Valley, CA 95945, 530-477-1382 ext. 4114-phone, 530 477-6287- fax, [jdempsey@placertitle.com](mailto:jdempsey@placertitle.com)- email. The purchase and sale shall be consummated at the aforesaid escrow within forty-five (45) days after the exercise of this Option by Optionee (the “Closing Date”).

This transaction shall be consummated, and the escrow closed in the following manner:

(1) OPTIONOR shall deposit a duly executed and acknowledged Grant Deed conveying the Property to OPTIONEE in the form attached hereto as Exhibit “D.”

(2) OPTIONEE shall deposit the portion of the purchase price to be paid pursuant to Paragraph 6, above in cash.

(3) Escrow shall close when the escrow is in a position to issue the title insurance policy described in Paragraph 8, below, showing title to the Property vested of record

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in OPTIONEE (or its assignee or nominee). Escrow shall be consummated by delivering the cash deposited by OPTIONEE to OPTIONOR after deduction of OPTIONOR's share of escrow costs and prorations. Closing shall be deemed to have occurred when the Grant Deed is recorded.

(4) Real estate taxes and any cash rentals accruing from the Property shall be prorated between the Parties as of the Closing date.

8. **Condition of Title Upon Closing Date.** OPTIONOR shall deliver marketable title to OPTIONEE on the Closing Date subject only to (i) the then current real estate taxes and assessments constituting liens not then due or payable; and (ii) those exception 4 through 7, as shown on that certain preliminary title report, attached hereto as Exhibit "E." OPTIONEE's title shall be insured by a ALTA policy of title insurance insuring that as of the Closing Date the Property is vested of record in OPTIONEE (or its assignee or nominee).

9. **Possession.** To allow OPTIONERS time to secure a new location and prepare the facilities for occupation, OPTIONEE and OPTIONER will enter into the lease attached hereto. Possession of the Property shall be delivered to OPTIONEE upon the end of the lease term or the date OPTIONER vacates premises, whichever is earliest.

10. **Damage or Destruction.** Except for any damage or destruction attributable to the activities of OPTIONEE or OPTIONEE's agents, employees or contractors, in the event that prior to Closing Date the Property or any improvements thereon are destroyed or materially damaged, OPTIONOR shall bear the risk of loss therefor, and OPTIONEE may elect to cancel this Agreement and receive back from OPTIONOR all consideration previously paid to OPTIONER for this Option, and any extensions of the term thereto, or may purchase the Property at the purchase price set forth herein less the amount by which such damage or destruction has decreased the fair market value of the Property.

11. **Condemnation.** If, before the closing date, either OPTIONOR or OPTIONEE receives notice of any condemnation or eminent domain proceeding, the party receiving the notice shall promptly notify the other party of that fact. OPTIONEE may elect either to proceed with the purchase contemplated by this Option or to terminate this OPTION within seven (7) days after the date of notice is received. If OPTIONEE proceeds with the purchase in accordance with all the terms of this Option, all condemnation proceeds shall be paid to OPTIONEE (or assigned to OPTIONEE if not then yet collected).

12. **Right to Enter.** During the term of this Option, OPTIONEE and its employees, agents, consultants, and contractors shall have the right, upon reasonable notice to OPTIONOR, to enter upon the Property for the purpose of conducting necessary inspections, surveys, testing and examination of the Property as required by OPTIONEE in exercise of OPTIONEE's reasonable judgement. OPTIONEE's inspection, testing and examination, survey and review of the Property shall be at OPTIONEE's sole expense. OPTIONEE shall obtain OPTIONOR's advance consent in writing of any proposed physical testing of the Property in furtherance of its obligations contained herein, which consent shall not be unreasonably withheld or delayed. OPTIONEE shall repair, restore and return the PROPERTY to its original condition after such physical testing is completed, at OPTIONEE's expense. OPTIONEE, shall indemnify and hold

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HSA  
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harmless OPTIONOR, its officers, officials, employees, agents or volunteers from any claims, damages, or injuries incurred or sustained by OPTIONOR as a result of any acts of OPTIONEE, its officers, officials, employees, agents or volunteers pursuant to this paragraph. OPTIONEE further agrees that in the event OPTIONEE fails to exercise this Option, any and all soils tests, engineering studies, environmental reports, and any other documentation developed, prepared, or submitted for the purpose of obtaining rezoning or development of the Property, tentative subdivision maps, tentative parcel maps or other development approvals, shall be delivered to OPTIONOR at no expense to OPTIONOR and shall become OPTIONOR's property. OPTIONEE further agrees to submit all development proposals to OPTIONOR during the term of this Option or any extensions thereof and obtain OPTIONOR's written approval of such proposals prior to presenting same to any governmental agency, which approval shall not be unreasonably withheld. OPTIONOR agrees to assist OPTIONEE in any reasonable manner to obtain any necessary rezoning, maps, or other necessary permits for OPTIONEE's proposed development as long as such assistance is in no way at any cost or expense to OPTIONOR and in no way commits or binds the Property to a change in the use or zoning of the Property.

13. **Time of Essence; Failure to Exercise Option.** Time is of the essence of this Option Agreement. If this Option is not exercised in the manner provided in Paragraph 4, above, before expiration of the Option term, or any authorized extension thereof, OPTIONEE shall have no interest whatever in the Property and this Option may not be revived by any subsequent payment or further action by OPTIONEE.

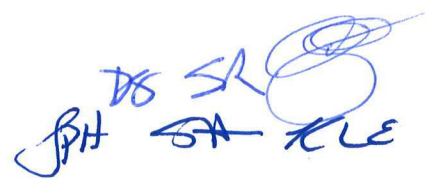
14. **Due Diligence Period.** Subject to the terms and conditions of this Agreement, OPTIONEE shall have the right to conduct a due diligence investigation of the Property and of all matters which OPTIONEE deems relevant to this Option to Purchase.

15. **Hazardous Substances.** During the Option Term, OPTIONEE shall, at its sole cost, secure all necessary appraisals, reports, inspections, or tests, including an evaluation of any existing Hazardous substances on the Property. "Hazardous Substances" shall mean any substance which is (A) defined as a hazardous waste, pollutant or contaminant under any Environmental Law, (B) a petroleum hydrocarbon, including crude oil or any fraction thereof, (C) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or reproductive toxicant, (D) regulated pursuant to any Environmental Law, or (E) any pesticide regulated under state or federal law; and the term "Environmental Law" means each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

During the Option Term, OPTIONEE shall provide OPTIONOR a minimum of two (2) days written notice of the identification of any the Hazardous Substances on the Property.

16. **Miscellaneous.**

(a) **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement shall be given in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any



notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day immediately following the date it was deposited with such common carrier (or on the second (2nd) business day following the date of deposit if the day of deposit was not a business day); (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5 p.m., Pacific Time, on normal business days, (ii) the sending facsimile machine confirms successful transmission of the communication, and (iii) the receiving party receives delivery of a hard copy of the original transmitted document(s) not later than the third (3rd) business day following such transmission by one of the methods described in subsections (a), (b) or (c) above.

If to OPTIONEE:

County of Nevada  
Information and General Services Department  
950 Maidu Avenue  
Nevada City, CA 95959  
Attn: Stephen T. Monaghan, CIO  
Tel: (530) 265-1238  
Fax: (530) 265-7112

*with a copy to:*

County Counsel  
County of Nevada  
950 Maidu Ave., Suite 240  
Nevada City, CA 95959  
Tel: (530) 265-1319  
Fax: (530) 265-9840

If to OPTIONOR:

Summers 2021 Living Trust,  
12970 Carrington Court  
Auburn CA 95603

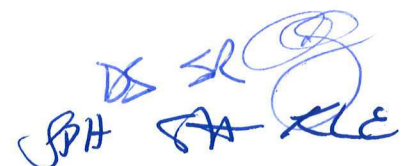
Scott K. Robertson and Debra A. Robertson  
Revocable Trust,  
12931 Deer Park  
Nevada City CA 95959

Gerbaud Family 2006 Revocable Living Trust  
13577 Borrelli Road  
Nevada City CA 95959

(b) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the Option contemplated herein. In the event that any broker or finder tenders a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and shall indemnify and hold harmless the other party from and against all liabilities, losses, costs and expenses (including reasonable attorneys fees) arising in connection with such claim for a commission or finder's fee.

(c) Successors and Assigns. This Option shall be binding upon, and inure to the benefit of, the Parties and their respective successors, heirs, administrators and permitted assigns.

(d) Amendments. Except as otherwise provided herein, this Option may be amended or modified only by a written instrument executed by OPTIONOR and OPTIONEE.





(e) Governing Law; Venue. This Option has been negotiated and executed in Nevada County, California, and the substantive laws of the State of California, without reference to its conflict of laws provisions, will govern the validity, construction, and enforcement of this Option and venue for any action relating to the Property or this Option shall be in Nevada County, California.

(f) Merger of Prior Options. This Option and the Exhibit(s) hereto constitute the entire Agreement between the Parties and supersede any and all prior agreements and understandings between the parties relating to the subject matter hereof.

(g) No Third-Party Beneficiaries. This Option creates rights and duties only between OPTIONOR and OPTIONEE, and no other party, or third party, is intended to have or be deemed to have any rights under this Option as an intended third-party beneficiary, except as expressly set forth herein.

(h) Further Assurances. The Parties agree to cooperate with each other and execute any documents reasonably necessary to perform the intent and purpose of this Option.

(i) Time of the Essence; Dates. Time is of the essence of this Option. In the event that any date specified in this Agreement falls on Saturday, Sunday or holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall be deemed to be the succeeding business day. For purposes of this Option, a "business day" shall mean a day other than a Non-Business Day.

(j) Construction. Headings at the beginning of each section and subsections are solely for the convenience of the parties and are not a part of this Option. Whenever required by the context of this Option, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Parties hereto agree that this Option is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Option waives the effect of such statute.

(k) Severability. If any provision of this Option, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Option and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

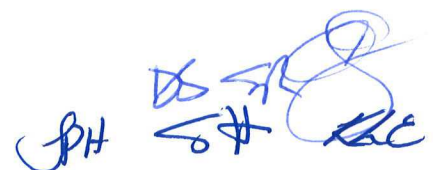
(l) Addenda, Exhibits and Schedules. All addenda, exhibits and schedules referred to herein are, unless otherwise indicated, incorporated herein by this reference as though set forth herein in full.

(m) Entire Agreement. This Option and any/all attachments or exhibits hereto constitute the entire agreement between the Parties, and no representations have been made or relied upon except as set forth herein. This Option may be amended or modified only by written, fully executed agreement of the Parties.

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(n) Memorandum of Option. No later than fifteen (15) days after the execution of this Option Agreement, the Parties shall record, in the official records of Nevada County, the “Memorandum of Option” attached hereto as Exhibit “B.”

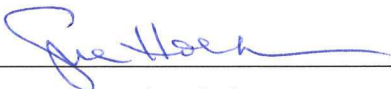
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Handwritten initials and signatures in blue ink. On the left, the initials "PH" are written. To the right, there are several overlapping signatures and initials, including "DS", "SF", "6H", and "KE".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OPTIONEE:**

COUNTY OF NEVADA, a political subdivision of the State of California

  
\_\_\_\_\_

By: Sue Hoek, Chair  
Nevada County Board of Supervisors

DATE: 8/23/2022

**OPTIONOR:**

  
\_\_\_\_\_

By: Douglas Summers  
The Summers 2021 Living Trust,

Date: 8/11/22

**ATTEST:**

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

Julie Patterson-Hunter  
Clerk of the Board

  
\_\_\_\_\_

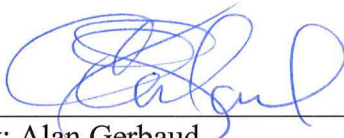
By: Scott K Robertson  
The Scott K. Robertson and Debra A. Robertson  
Revocable Trust,

Date: 8/11/2022

**APPROVED AS TO FORM:**

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

Katharine L. Elliott  
County Counsel

  
\_\_\_\_\_

By: Alan Gerbaud  
The Gerbaud Family 2006 Revocable Living Trust

Date: 8/11/22



**EXHIBIT A**  
**LEGAL DESCRIPTION**

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## LEGAL DESCRIPTION

Real property in the City of Nevada City, County of Nevada, State of California, described as follows:

The land described herein is situated in the State of California, County of Nevada, City of Grass Valley, described as follows:

PARCEL 4, AS SHOWN ON PARCEL MAP NO. 76-351 FOR GRAVADA INVESTMENTS, AS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NEVADA ON DECEMBER 30, 1977, IN BOOK 12 OF PARCEL MAPS, AT PAGE 57.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF 100 FEET BELOW THE SURFACE, AS CONVEYED BY DEED DATED JANUARY 3, 1940, RECORDED JANUARY 11, 1940, IN BOOK 60, PAGE 22, OFFICIAL RECORDS, EXECUTED BY GEORGE A. JEGG, ET UX TO D.E. M CLAUGHLIN.

APN: 035-400-042-000

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**EXHIBIT B**  
**MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE**

PH 8/11/11  
D. S. L. [Signature]  
KLE

Recording Requested by County of Nevada and  
When Recorded Return to:  
Justin Drinkwater, Facilities Director  
County of Nevada  
950 Maidu Ave Nevada City CA 95959

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### Memorandum of Exclusive Right and Option to Purchase

This Memorandum of Exclusive Right and Option to Purchase (this "Memorandum") is made this 23<sup>rd</sup> of August, 2022 by and between **The Summers 2021 Living Trust, The Scott K. Robertson and Debra A. Robertson Revocable Trust, and The Gerbaud Family 2006 Revocable Living Trust**, ("Optionors"), and Nevada County, a political subdivision of the State of California ("Optionee").

1. Optionor hereby grants to Optionee an exclusive right and option to purchase all of that certain real property located in the County of Nevada, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").
2. The specific terms and conditions of Optionee's option to purchase the Property are set forth in that certain Exclusive Right and Option to Purchase Agreement dated August 23, 2022. All of the covenants, terms, conditions and restrictions of the said Option Agreement are incorporated herein by this reference.
3. The term of the Option expires on September 30, 2022.
4. Any party who is interested in acquiring an interest in the Property should contact the Optionor and Optionee. The Optionor's address is 1101-1105 Sutton Way, Grass Valley CA 95945 and the Optionee's address is 950 Maidu Ave., Nevada City, CA 95959.

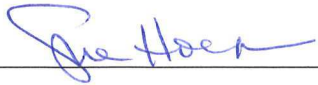
IN WITNESS WHEREOF, this Memorandum has been executed this 23<sup>d</sup> day of August, 2022.

SIGNATURES ON FOLLOWING PAGE

JPB DS SA  
SA KC

**OPTIONEE:**

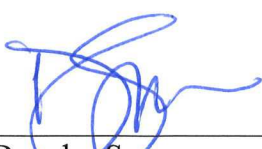
COUNTY OF NEVADA, a political  
subdivision of the State of California

  
\_\_\_\_\_

By: Sue Hoek, Chair  
Nevada County Board of Supervisors

DATE: August 23 / 2022

**OPTIONOR:**

  
\_\_\_\_\_


By: Douglas Summers  
The Summers 2021 Living Trust,

Date: 8/11/22

**ATTEST:**

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

Julie Patterson-Hunter  
Clerk of the Board

  
\_\_\_\_\_

By: Scott K Robertson  
The Scott K. Robertson and Debra A. Robertson  
Revocable Trust,

Date: 8/11/2022

**APPROVED AS TO FORM:**

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

Katharine L. Elliott  
County Counsel

  
\_\_\_\_\_

By: Alan Gerbaud  
The Gerbaud Family 2006 Revocable Living Trust

Date: 8/11/22

  
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**EXHIBIT C**  
**NOTICE OF EXERCISE OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE**

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Recording Requested by County of Nevada and  
When Recorded Return to:  
Justin Drinkwater, Facilities Director  
County of Nevada  
950 Maidu Ave Nevada City CA 95959

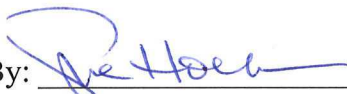
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**Notice of Exercise of Exclusive Right and Option to Purchase**

Notice of Exercise of the Exclusive Right and Option to Purchase (this "Notice") by Nevada County, a political subdivision of the State of California ("Optionee"), with regard to that certain Exclusive Right and Option to Purchase, August 23, 2022, all of that certain real property from **The Summers 2021 Living Trust, The Scott K. Robertson and Debra A. Robertson Revocable Trust, and The Gerbaud Family 2006 Revocable Living Trust**, located in the County of Nevada, State of California, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"), was provided to Optionor on August 23, 2022.

**IN WITNESS WHEREOF**, this Memorandum has been executed this 23<sup>rd</sup> day of August, 2022.

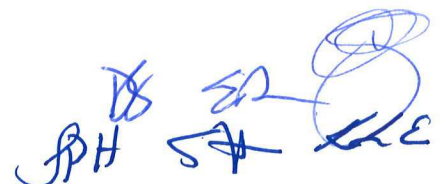
**OPTIONOR**  
County of Nevada

By:   
Sue Hoek, Chair  
Nevada County Board of Supervisors

Date: August 23, 2022

Attest:  
JULIE PATTERSON-HUNTER  
Clerk of the Board of Supervisors

By: 



**EXHIBIT D  
GRANT DEED**

**Will Be Provided By Escrow Company**

JPH  
SR  
SA  
KRE

**EXHIBIT E**  
**TITLE REPORT**

SPH  
5A  
KLE

## Preliminary Report Top Sheet

◆ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- ◆ Have any of the principals recently filed bankruptcy?
- ◆ Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- ◆ Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- ◆ Do any of the principals NOT have a valid photo identification?
- ◆ Is there construction work in progress or incomplete construction?
  - Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- ◆ Is there a mobile or manufactured home on the property?
- ◆ Are the sellers a non-resident alien or a foreign out of country seller?
- ◆ Is the property an investment property or not considered seller's principal residence?
- ◆ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ◆ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ◆ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

**Placer Title Company**



**PLACER TITLE COMPANY**  
A MOTHER LODE COMPANY

Escrow Number: P-560028

### **WIRE FRAUD ADVISORY**

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

**IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.**

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

- **DO NOT RELY** on emails purporting to change wire instructions. Placer Title Company will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.



Placer Title Company  
380 Sierra College Drive #100  
Grass Valley, CA 95945  
Phone: (530)477-1382  
Fax: (530) 477-6287

Order No.: P-560028  
Reference: Determined  
Escrow Officer: Jason Dempsey  
Email: jdempsey@placertitle.com  
Email Loan Docs To: 1501edocs@placertitle.com

Proposed Insured:  
Proposed Loan Amount:

Proposed Underwriter: Westcor Land Title Insurance Company

Property Address: 1103 and 1105 Sutton Way, Grass Valley, CA 95945

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: June 8, 2022 at 7:30AM  
Title Officer: Kathy Beaver

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

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Scaldo Sutton Investments, LLC, a California Limited Liability Company

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description



**Exhibit "A"**  
**Legal Description**

The land described herein is situated in the State of California, County of Nevada, City of Grass Valley, described as follows:

PARCEL 4, AS SHOWN ON PARCEL MAP NO. 76-351 FOR GRAVADA INVESTMENTS, AS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NEVADA ON DECEMBER 30, 1977, IN BOOK 12 OF PARCEL MAPS, AT PAGE 57.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF 100 FEET BELOW THE SURFACE, AS CONVEYED BY DEED DATED JANUARY 3, 1940, RECORDED JANUARY 11, 1940, IN BOOK 60, PAGE 22, OFFICIAL RECORDS, EXECUTED BY GEORGE A. JEGG, ET UX TO D.E. MCLAUGHLIN.

APN: 035-400-042-000

## EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2022-2023, a lien not yet due or payable.

NOTE: (For proration purposes only)

Taxes, special and general, assessment districts and service areas for the Fiscal Year 2021-2022

1st Installment:	\$6,727.38	PAID
2nd Installment:	\$6,727.38	PAID
Parcel Number:	035-400-042-000	
Code Area:	01-056	
Land Value:	\$568,130.00	
Improvements:	\$674,654.00	
Exemption:	\$0.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Taxes that may be due Nevada Irrigation District are collected with the county taxes. There are possible standby charges and connection fees or other charges of the said irrigation district not shown in this report.
4. The land described herein lies within the proposed boundary of the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy), as disclosed by that certain Assessment Map, recorded December 26, 2017, as (instrument) 2017-28760, and is subject to any future assessment thereof

Said document references a PROPOSED boundary area and parcels will be annexed only after the legislative body of the appropriate unincorporated or incorporated territory has adopted a resolution consenting to annexation.

There are no assessments due as of the date herein.

5. AN EASEMENT OVER SAID LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO NEVADA IRRIGATION DISTRICT, IN DEED RECORDED JULY 29, 1974, BOOK 701, PAGE 30, OFFICIAL RECORDS.  
  
AFFECTS: WESTERLY 10 FEET
6. EASEMENTS, DEDICATIONS AND NOTES ON THE MAP DECEMBER 30, 1977, IN BOOK 12 OF PARCEL MAPS, AT PAGE 57, WHICH INCLUDE:  
  
A. PURPOSE: NEVADA IRRIGATION DISTRICT RIGHT OF WAY  
AFFECTS: WESTERLY 10 FEET
7. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "REIMBURSEMENT AGREEMENT RELATING TO BRUNSWICK ROAD/SUTTON WAY IMPROVEMENTS", BY AND BETWEEN CITY OF

GRASS VALLEY, AND INTERRA-VISION, LLC, DATED SEPTEMBER 09, 2008, RECORDED FEBRUARY 09, 2009, AS INSTRUMENT NO. SERIES NO. 2009-0002548, OFFICIAL RECORDS.

8. Memorandum of Lease, by and between, Scaldo Sutton Investments LLC, a California Limited Liability Company , as Lessor, and Robertson, Woodford & Summers, LLP, as Lessee, recorded August 20, 2010, as (instrument) 2010-19549, Official Records, and on the terms and conditions contained therein and an unrecorded lease referred to therein.
9. Memorandum of Lease, by and between, Scaldo Sutton Investments, LLC, a California Limited Liability Company , as Lessor, and Interstate Benefits and Casualty Company, Inc., as Lessee, recorded August 20, 2010, as (instrument) 2010-19550 , Official Records, and on the terms and conditions contained therein and an unrecorded lease referred to therein.
10. Deed of Trust to secure an indebtedness of \$739,897.78, dated August 10, 2018, recorded August 15, 2018, (instrument) 2018-16046 , Official Records.

Trustor: Scaldo Sutton Investments, LLC  
Trustee: UPF Washington, Incorporated  
Beneficiary: Banner Bank  
Loan No.: (None Shown)

11. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.
12. The requirement that:
  - a) A certified copy of the articles of organization (LLC-1 or LLC-5) for Scaldo Sutton Investments, LLC, a limited liability company be recorded prior to the issuance of any policy of title insurance by this company;
  - b) We be provided with a copy of the operating agreement and any amendments thereto for said limited liability company.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is commercial and that the property address is:

1103 and 1105 Sutton Way, Grass Valley, CA 95945

\*\*\*NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit

the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.



### EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

### EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

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

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**  
**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**NOTICE  
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
  2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
  3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller,  
OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.



MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,  
National Closing Solutions of Alabama, National Closing Solutions of Maryland,  
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,  
Premier Reverse Closings, Premier Title Agency, Texas National Title,  
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

## NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

### 1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

### 2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

### 3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

### 4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

#### **5. Links to Other Websites and Do Not Track**

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

#### **6. Sale**

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

#### **7. Minors**

We don't collect information from minors under the age of 18.

#### **8. Safeguards**

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

#### **9. Access and Changes**

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing [privacy@mlhc.com](mailto:privacy@mlhc.com). This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

#### **CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS**

#### **10. Requests Under the California Consumer Privacy Act ("CCPA")**

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

#### **11. How to Make a Request under the California Consumer Privacy Act**

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to [privacy@mlhc.com](mailto:privacy@mlhc.com); (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).



## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.

Montana Title and Escrow Co.

National Closing Solutions, Inc.

National Closing Solutions of Alabama

National Closing Solutions of Maryland

Premier Reverse Closings

Centric Title and Escrow

Placer Title Co.

Placer Title Insurance Agency of Utah

Premier Title Agency

North Idaho Title Insurance Co.

Texas National Title

Western Auxiliary Corp.

Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

**PRIVACY POLICY**  
**Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

Our Privacy Policy applies to each customer who purchases a WLTIC title insurance policy. Typically, this means that the customer covered by our Privacy Policy at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

It is the policy of WLTIC not to share nonpublic personal information that it collects with anyone other than our policy issuing agents as necessary to complete the real estate settlement services and issue the title insurance policy requested by our customer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures to those that WLTIC uses to protect this information and only to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

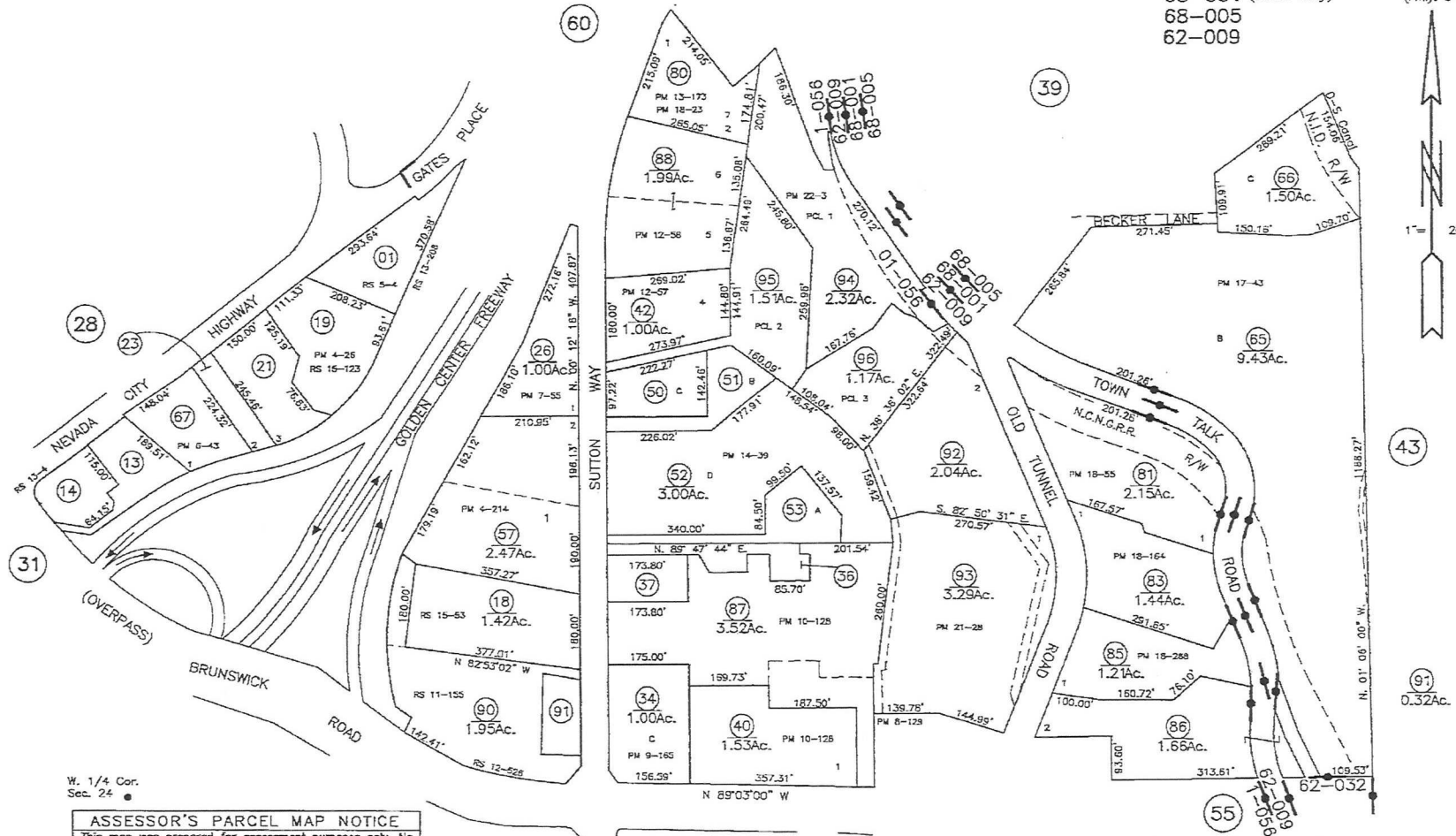
**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

PTN. SEC'S 23 & 24, T. 16 N., R. 8 E., M.D.B. & M.

Tax Area Code  
 1-056  
 68-001 (Road only)  
 68-005  
 62-009

35-40  
 (Fmly. Pct. 9-01)  
 (Fmly. 9-53)



W. 1/4 Cor.  
 Sec. 24

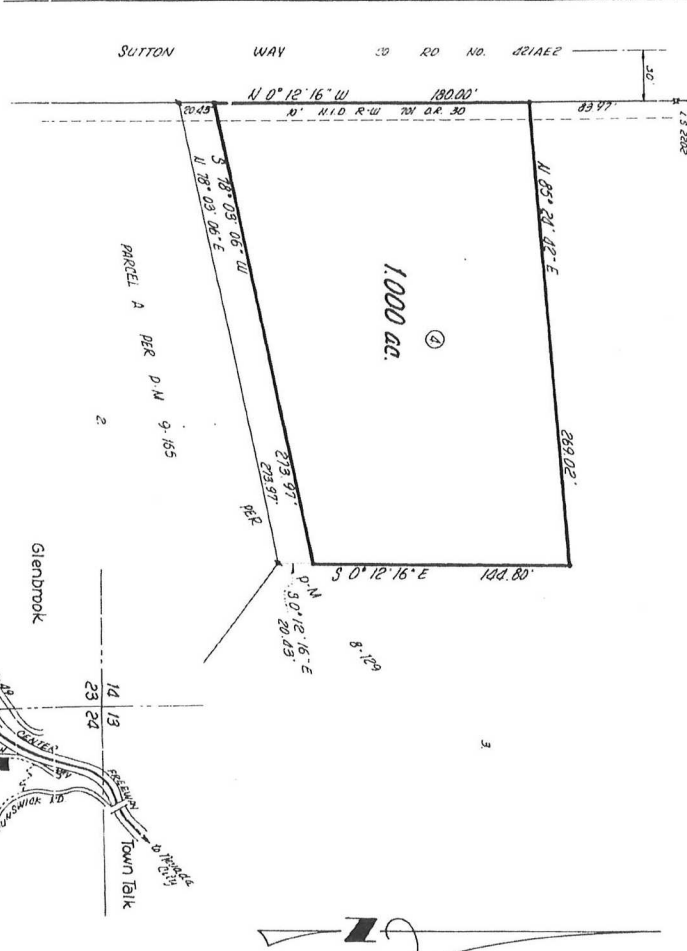
**ASSESSOR'S PARCEL MAP NOTICE**  
 This map was prepared for assessment purposes only. No liability is assumed for the accuracy of data shown. Assessor's parcels may not comply with local lot-split or building site ordinances. Assessor's block numbers shown in ellipses; parcel numbers are shown in circles. All distances on curved lines are chord measurements.

1-1-21  
 1-1-22

Assessor's Map Bk. 35-Pg. 40  
 County of Nevada, Calif.  
 2004

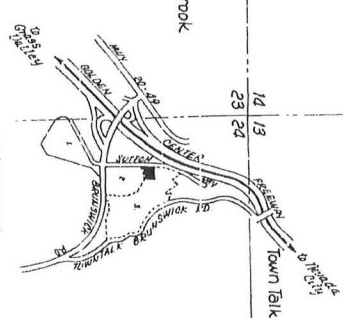
LAST UPDATE 8-24-21 EL TM 01/16

N.W. 1/4 SECTION 24 T.16 N., R.8 E., M.D.B. & M.



**NOTE:**  
 1. Lining - C-2  
 2. Any further divisions will require improvements in accordance with Nevada County Variable Road Standards

**LEGEND:**  
 • set 3/4" pipe flagged L.S. 3224 per P.M. 8-129  
 \* found as described per P.M. 8-129



Map 57

**SURVEYORS CERTIFICATE:**

This map was prepared by me or under my direction and is based upon a field survey of an acreage with the requirements of the Subdivision Map Act of the State of Nevada, 1977. I hereby state that the parcel map prepared by the local agency has been compiled with and that this parcel map conforms to the approved platting map and the conditions of approval thereof which were required to be fulfilled prior to the filing of this parcel map.

**QUALITY SURVEYORS CERTIFICATE:**

This map conforms with the requirements of the Subdivision Map Act and local ordinances.

12/30/77  
 Date  
 Dan Conrad, Surveyor  
 Nevada State Surveying R.O.C. 1980

**RECORDERS CERTIFICATE:**

Filed this 30<sup>th</sup> day of December, 1977 at 9:30 A.M. in Book 12 of Parcel Maps at Page 57 of the request of A.W. Deason.

Fee \$5.00  
 File No. 388004  
 Dan Conrad, County Recorder

**REFERENCE & BASIS OF BEHAVIOR:**

The Parcel Map filed in Book 8 of Parcel Maps at Page 129

**PARCEL MAP No. 76-351**

**GRAVADA INVESTMENTS**  
 Being a portion of the NW 1/4 of Section 24,  
 T.16 N., R.8 E., M.D.B. & M.  
**IN THE COUNTY OF NEVADA**  
 January 1977  
 A.W. Deason & Assoc.

76-351  
 PARCEL MAP  
 MAR 4 1977  
 CLERK

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Nevada

On 8-11-2022

before me, Brynda E. Privitt, notary public

Date

Here Insert Name and Title of the Officer

personally appeared Scott K. Robertson, Douglas Sommers and

Name(s) of Signer(s)

Alan Gerbaud

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

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Purchase Agreement

Document Date: 8-11-2022 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other:

Other:

Signer is Representing:

Signer is Representing:

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 NEVADA

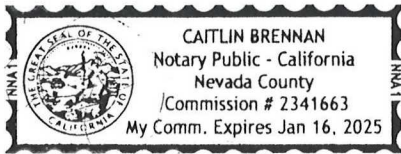
On AUGUST 23, 2022 before me, CAITLIN BRENNAN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared SUE HOEK, JULIE ANN PATERSON HUNTER,  
Name(s) of Signer(s)

KATHARINE ELLIOTT  
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_