



RESOLUTION No. 25-013

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN EXCLUSIVE RIGHT AND OPTION TO PURCHASE AGREEMENT FOR 1.54 ACRES OF REAL PROPERTY LOCATED AT 12875 RATTLESNAKE ROAD, GRASS VALLEY, CALIFORNIA (APN 022-020-026-000) FOR THE SUM OF \$1,000, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE AND EXERCISE THE EXCLUSIVE RIGHT AND OPTION TO PURCHASE AGREEMENT IN FURTHERANCE OF DEVELOPMENT OF PERMANENT SUPPORTIVE HOUSING OPTIONS UPON SUCCESSFUL APPLICATION OF THE HOMEKEY + GRANT AWARD

WHEREAS, the Nevada County Board of Supervisors has established a priority to continue efforts to prevent homelessness, provide emergency shelter, expand supportive services, secure housing, and enhance coordination to address the needs of the homeless population and to mitigate impacts on the community; and

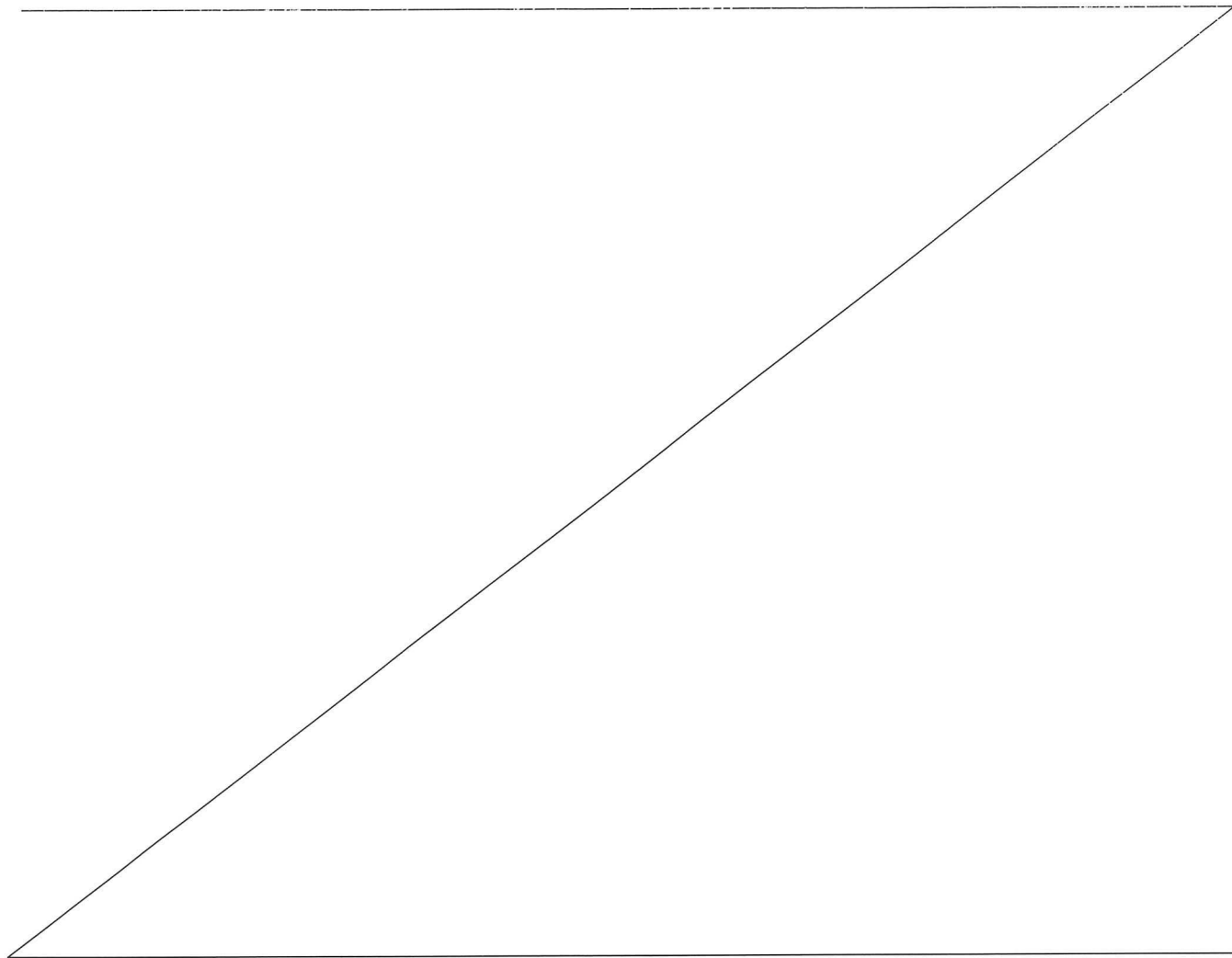
WHEREAS, authorized by Proposition 1, passed by California voters in March 2024, the California Department of Housing and Community Development announced availability of approximately \$2.145 billion of Homekey + grant funding through the Notice of Funding Availability (NOFA) issued November 26, 2024; and

WHEREAS, the County will apply for the Homekey + Program for the purchase of property to serve as permanent supportive housing for individuals experiencing homelessness, with a specific focus on veterans; and

WHEREAS, the County desires to enter into an Exclusive Right and Option to Purchase 1.54 acres of real property located at 12875 Rattlesnake road, Grass Valley, California (APN 022-020-026-000).

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of Nevada County, California approves the Exclusive Right and Option to Purchase 1.54 acres of real property located at 12875 Rattlesnake Road, Grass Valley, California (APN 022-020-026-000) and authorizes the Chair of the Board of Supervisors to Execute and Exercise the Option to Purchase Agreement in furtherance of development of permanent supportive housing options upon successful application of the Homekey + grant award.

Funds to be expended from: 1589-50601-451-7000 / 522090



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of January 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

Recording Requested By:
and

When Recording Mail to:

Nevada County
HHSA, Housing AND
Community Services
950 MAIDU AVE
NEVADA CITY, CA
95959

58
NF

Nevada County Recorder
Natalie Adona
Document#: 20250001474
Tuesday February 04 2025, at 02:15:46 PM

Paid: \$0.00 KP

DOCUMENT TITLE

option to purchase

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)

Additional Recording Fee Applies

Printed on recycled paper.

EXCLUSIVE RIGHT AND OPTION TO PURCHASE AGREEMENT

This OPTION TO PURCHASE AGREEMENT (the "Agreement"), is made and is effective as of this 14th day of January, 2025 ("Effective Date") by and between Donald Beskeen, authorized representative for Charis Youth Center, a California nonprofit corporation ("OPTIONOR"), 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. WHEREAS, OPTIONORS are the owner of all that certain real property (hereinafter called the "Property"), described as follows: [1.54 acres- 12875 Rattlesnake Road, Grass Valley CA 95945- commonly known as Assessor's Parcel Number: 022-020-026-000 respectively] more specifically described in Exhibit "A."

B. WHEREAS, 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.

C. WHEREAS, building on the success of Project Homekey Round 2, Homekey+ is a statewide effort to rapidly sustain and expand housing for persons at risk or experiencing homelessness with a focus of veterans and other individuals with mental health and/or experiencing substance use disorder challenges by utilizing State and Federal money to purchase real property housing options within the community.

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 grant 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 One-Thousand Dollars (\$1,000), 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. OPTIONEE shall bear any expense of recording such instrument.

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 November 30, 2025. 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.** At the time of purchase, OPTIONEE acknowledges there will be no existing tenants on the property and OPTIONOR agrees to work with any potential holdover tenants that remain on the property to provide relocation services. If any tenants or other occupants remain on the property at the time of proposed purchase, OPTIONEE may elect to cancel this Agreement and receive back from OPTIONOR all consideration previously paid to OPTIONOR for this Option, and any extensions of the term thereto, or may purchase the Property at the purchase price set forth herein.

6. **Terms of Purchase.** The purchase price and terms upon which OPTIONEE agrees to purchase and OPTIONOR agrees to sell the Property upon OPTIONEE's exercise of this OPTION shall be set forth in a Purchase and Sale Agreement, which shall be subject to negotiation and execution between OPTIONOR and OPTIONEE and approved by the California State Department of Housing and Community Development. The consideration paid for this Option shall be credited against the purchase price.

The agreed to price is payable as follows:

(a) Full amount to be deposited in escrow upon the opening thereof by the State of California through the Department of Housing and Community Development. 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. **Exercise of Option and Escrow.** Provided that OPTIONOR and OPTIONEE have negotiated and executed a Purchase and Sale Agreement for the Property, OPTIONEE may exercise this Option to Purchase during the Option Term by delivering to OPTIONOR a Notice of Exercise of Option in substantially the following form:

Notice is hereby given that the undersigned Optionee exercises its right to purchase the property described in that certain Exclusive Right and Option to Purchase Agreement, dated this 14th day of January, 2025, between the undersigned Optionee and Donald Beskeen, authorized representative for Charis Youth Center, in accordance with the provisions of the Option Agreement.

Escrow. Within ten (10) calendar days after exercise of this Option, OPTIONEE and OPTIONORS shall use escrow account **P-650171** for this transaction at Placer Title Company, 380 Sierra Collage Drive, Suite 100, Grass Valley, CA 95945, 530-477-1382 ext. 4114-phone, 530 477-6287- fax, Escrow Officer: Jason Dempsey, 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"). Reference Placer Title Company: Escrow File **P-650171**

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 in OPTIONEE (or its assignee or nominee). Escrow shall be consummated by delivering the cash deposited by OPTIONEE to OPTIONOR. Closing shall be deemed to have occurred when the Grant Deed is recorded. Closing costs will be paid for by OPTIONEE.

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

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. OPTIONEE's title shall be insured by a ALTA or CLTA policy of title insurance insuring that as of the Closing Date the Property is vested of record in OPTIONEE (or its assignee or nominee).

8. **Possession.** Possession of the Property shall be delivered to OPTIONEE upon the Closing Date.

9. **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 OPTIONOR 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.

10. **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).

11. **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 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.

12. **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.

13. **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.

14. **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 written notice of the identification of any the Hazardous Substances on the Property within two days of receipt of report.

15. **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: Justin Drinkwater, Director of Facilities
Tel: (530) 470-2637
Fax: (530) 265-7112

If to OPTIONOR:

Donald Beskeen, authorized representative for
Charis Youth Center
714 W. Main Street
Grass Valley, CA 95945
Cell: (530) 305-9566
Email: donb@charis-hub.org

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

(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.

(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."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Heidi Hall

By: Heidi Hall, Chair
Nevada County Board of Supervisors

DATE: 1/21/2025

OPTIONORS:

Donald Beskeen, authorized representative for
Charis Youth Center

Donald Beskeen

DATE: 1/15/25

ATTEST:

By: Jeffrey Thorsby
Jeffrey Thorsby
Clerk of the Board

APPROVED AS TO FORM:

By: Katharine L. Elliott
Katharine L. Elliott
County Counsel

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

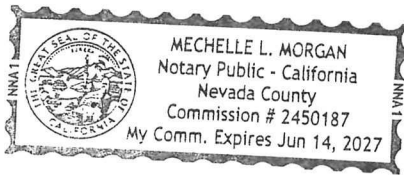
On January 15, 2025 before me, Mechelle Morgan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Donald Beskeen
Name(s) of Signer(s)

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 Mechelle Morgan
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: _____

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: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of Nevada

On January 21, 2025 before me, Mechelle L. Morgan, notary
Date Here Insert Name and Title of the Officer

personally appeared Heidi Hall

Name(s) of Signer(s)

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

Signature of Notary Public

OPTIONAL

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☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

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☐ 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: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Nevada, unincorporated area, described as follows:

Parcel 1, as shown upon the Parcel Map for Glen R. Chileski, et ux, filed in the office of the County Recorder of the County of Nevada, on July 13, 1977, in Book 11 of Parcel Maps, at page 204.

Excepting Therefrom the subsurface lying below a depth of fifty feet of the surface of the real property as herein described above, as reserved by the Deed recorded May 27, 1957, in Book 233 of Official Records, at page 69, Nevada County Records, executed by Michael McGuire, et al to Arthur C. Van Dyke, et ux.

APN: 022-020-026

EXHIBIT B
MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE

MEMORANDUM OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE

Recording Requested by and
When Recorded Return to:

Memorandum of Exclusive Right and Option to Purchase

This Memorandum of Exclusive Right and Option to Purchase (this "Memorandum") is made this 20th day of January, 2025 by and between Donald Beskeen, authorized representative for Charis Youth Center, a California nonprofit corporation, as ("Optionor"), 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 this 20th day of January, 2025. 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 November 30, 2025.

Any party who is interested in acquiring an interest in the Property should contact the Optionor and Optionee. The Optionor's addresses are: Donald Beskeen, authorized representative for Charis Youth Center, 714 W. Main Street, 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 20th day of January, 2025 SIGNATURES ON FOLLOWING PAGE

OPTIONOR



Donald Beskeen, authorized representative for
Charis Youth Center

OPTIONEE

County of Nevada

By: _____
Heidi Hall, Chair
Nevada County Board of Supervisors

Attest:
JEFFREY THORSBY
Clerk of the Board of Supervisors

By: _____
the Chief Deputy O/B

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 January 15, 2025 before me, Mechelle L. Morgan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Donald Beskeen
Name(s) of Signer(s)

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 Mechelle L. Morgan
Signature of Notary Public

OPTIONAL

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☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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☐ Other: _____

Signer is Representing: _____

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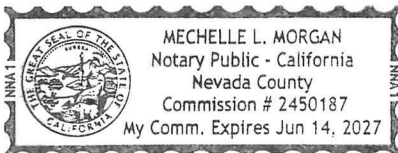
State of California

County of Nevada

On January 21, 2025 before me, Mechelle L. Morgan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Heidi Hall
Name(s) of Signer(s)

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 Mechelle L. Morgan
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: _____

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: _____

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

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

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, this 20th day of January, 2025 all of that certain real property from Donald Beskeen, authorized representative for Charis Youth Center, a California nonprofit corporation ("Optionor"), 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 Optionors on [20th of January

IN WITNESS WHEREOF, this Memorandum has been executed this 21 day of January, 2025

OPTIONOR

County of Nevada

By:

Heidi Hall

Heidi Hall, Chair

Nevada County Board of Supervisors

Date: 1/21, 2025

Attest:

JEFFREY THORSBY

Clerk of the Board of Supervisors

By:

Heidi Hall, Chief Deputy ASB

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 January 21, 2025

Date

before me,

Mechelle L. Morgan, Notary

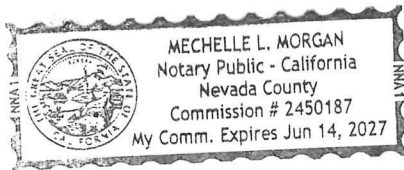
Here Insert Name and Title of the Officer

personally appeared

Heidi Hall

Name(s) of Signer(s)

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

Mechelle L. Morgan

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: _____

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: _____

EXHIBIT A
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Nevada, unincorporated area, described as follows:

Parcel 1, as shown upon the Parcel Map for Glen R. Chileski, et ux, filed in the office of the County Recorder of the County of Nevada, on July 13, 1977, in Book 11 of Parcel Maps, at page 204.

Excepting Therefrom the subsurface lying below a depth of fifty feet of the surface of the real property as herein described above, as reserved by the Deed recorded May 27, 1957, in Book 233 of Official Records, at page 69, Nevada County Records, executed by Michael McGuire, et al to Arthur C. Van Dyke, et ux.

APN: 022-020-026-000

NOTICE OF EXERCISE OF EXCLUSIVE RIGHT AND OPTION TO PURCHASE

Recording Requested by and
When Recorded Return to:

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, dated 1/20/25, all of that certain real property from **Donald Beskeen, authorized representative for Charis Youth Center, a California nonprofit corporation** ("Optionor"), 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 Optionors on January 20, 2025

January **IN WITNESS WHEREOF**, this Memorandum has been executed this 21 day of January, 2025.

OPTIONOR

County of Nevada

By: Heidi Hall
Heidi Hall, Chair
Nevada County Board of Supervisors

Date: 1/21, 2025

Attest:

JEFFREY THORSBY

Clerk of the Board of Supervisors

By: me ll, Chief Deputy COB

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.

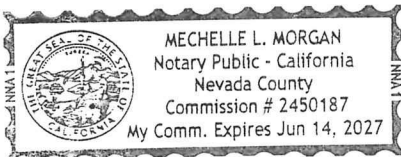
State of California

County of Nevada

On January 21, 2025 before me, Mechelle L. Morgan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Heidi Hall
Name(s) of Signer(s)

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 Mechelle L. Morgan
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: _____

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: _____

EXHIBIT D
GRANT DEED

Branch :PLG,User :4265

Comment:

Station Id :KYEY

RECORDING REQUESTED BY:
Fidelity National Title Company of
California
Escrow No. 131666-JB
Title Order No. 00131666

When Recorded Mail Document
and Tax Statement To:

P.O. Box 1420
Penn Valley, CA 95946



Nevada, County Recorder
Jewett-Burdick

DOC- 2002-0049046-00

Acct B-Fidelity National Title Co
Wednesday, NOV 27, 2002 14:55:00
REC \$7.00 SDS \$2.00 DOC \$407.00
MIC \$1.00 AUT \$3.00

Ttl Pd \$420.00

Nbr-0000191426

ENM/EM/1-3

APN: 22-200-34

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$407.00

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ Unincorporated Area City of Grass Valley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, David W. Nagy and Stacey Diane Nagy, Husband and Wife

hereby GRANT(S) to Charls Youth Center, a California Non-Profit Corporation

the following described real property in the unincorporated area of the
County of Nevada, State of California:
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

COS

DATED: November 20, 2002

STATE OF CALIFORNIA
COUNTY OF Nevada
ON Nov. 20, 2002 before me,
Jill Eisenhower personally appeared
David W. Nagy and Stacey Diane Nagy---

personally known to me (or 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.

Witness my hand and official seal.

Signature Jill Eisenhower

David W. Nagy
David W. Nagy
Stacey Diane Nagy
Stacey Diane Nagy



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96)

GRANT DEED

NEVADA, CA

Page 1 of 3

Printed on 11/26/2024 11:38:43 AM

Document: Document - Year.DocID
2002.49046

049046

Order No. 131566 - B

EXHIBIT "ONE"

The land herein referred to is situated in the County of Nevada, State of California, and is described as follows;

Parcel 1 as per map filed July 13, 1977, in Book 11, Page 204 of Parcel Maps.

EXCEPT the subsurface lying below a depth of fifty feet of surface of real property herein described, as reserved by Michael McGulre, et al, by the deed recorded May 27, 1967, in Book 233, Page 69 of Official Records.

Assessor's Parcel No: 22-200-34

END OF DOCUMENT

EXHIBIT E
TITLE REPORT



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

Order No.: P-654737
Reference:
Escrow Officer: Jason Dempsey
Email: jdempsey@placertitle.com
Email Loan Docs To: teamjasongv@placertitle.com

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: First American Title Insurance Company

Property Address: 12875 Rattlesnake Road, 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: January 17, 2025 at 7:30AM
Title Officer: Scott Martin

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

2021 ALTA Standard Owners Policy

2021 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:

Charis Youth Center, a California Non-Profit Corporation

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, unincorporated area, described as follows:

Parcel 1, as shown upon the Parcel Map for Glen R. Chileski, et ux, filed in the office of the County Recorder of the County of Nevada, on July 13, 1977, in Book 11 of Parcel Maps, at page 204.

Excepting Therefrom the subsurface lying below a depth of fifty feet of the surface of the real property as herein described above, as reserved by the Deed recorded May 27, 1957, in Book 233 of Official Records, at page 69, Nevada County Records, executed by Michael McGuire, et al to Arthur C. Van Dyke, et ux.

APN: 022-020-026-000

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 2024-2025:

1st Installment: \$108.88 Paid
2nd Installment: \$108.88 Due
Parcel Number: 022-020-026-000
Code Area: 78-001
Land Value: \$129,914.00
Imp. Value: \$395,440.00
Fixed Imp.: \$3,110.00
Pers. Prop.: \$21,260.00
Charit. & Rel. Exempt.: \$549,724.00
Exemption Amount:

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

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. Rights of the public and of the County of Nevada, as to any portion of the herein described property lying within Rattlesnake Road and Lower Colfax Road.
6. Easements and/or notes as shown on the Parcel Map filed July 13, 1977, in (book) 11 of Parcel Maps, at (page) 204, which includes:

A. Purpose: Public Utility Easement
Affects: Southerly 8 feet

7. An "Irrevocable Offer to Dedicate" affecting a portion of said land for public use and incidental purposes, in favor of County of Nevada, in a document recorded July 13, 1977, Book 877, Page 223 , Official Records.
8. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Right of Entry Agreement and Monitoring and Maintenance Agreement", by and between County of Nevada, and Charis Youth Center, recorded March 31, 2010, (instrument) 2010-7318 , Official Records.
9. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.
10. A search with the Secretary of State corporate status discloses the following with respect to Charis Youth Center:

In good standing as of 03/29/1984

Corporate Resolution authorizing execution of documents may be required. Check with Title Department before closing.
11. The requirement that Placer Title Company be provided with a Free and Clear Affidavit-Verification of Unencumbered Property executed by the vestee(s) herein.

***** 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:

12875 Rattlesnake Road, 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 11-09-18)
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.
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 unless such lien is shown by the public records at Date of Policy.

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)**

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to: i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or

e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.

4. Lack of a right:

- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
- b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:

- a. fraudulent conveyance or fraudulent transfer;
- b. voidable transfer under the Uniform Voidable Transactions Act; or
- c. preferential transfer: i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 30.

7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.

9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.

10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

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

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to: i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer: i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

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.
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.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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 \$45.00 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 or 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.



Privacy Policy

Last Updated and Effective Date: December 1, 2024

This Privacy Notice ("Notice") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable. Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

If you are a California resident, click [here](#) for specific disclosures about how we collect, use, store and disclose your personal information, along with your privacy rights.

Notice at Collection

What Type of Information Do We Collect About You?

Depending upon how you interact with our Sites and Services, the nature of your Communications, and the nature of our interaction with Third Parties, we may collect the following information from and about you:

- Direct identifiers, including but not limited to your unique online identifier, name, alias, social media handle, IP address, username and password, postal and/or e-mail address, phone number, account name and/or account number, social security number, driver's license number, passport number, and/or state identification number.
- Related identifiers, including but not limited to your date of birth, bank, credit, or debit card number, financial information, and/or insurance policy number.
- Physical characteristics, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- Commercial information, including records of products or services purchased, obtained, or considered.

- Biometric information, such as fingerprints and voice recordings.
- Internet or other electronic network activity information, with our Sites and in Communications, including browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- Geolocation data, such as your zip code and time zone.
- Audio, electronic, visual, and thermal information, including telephone recordings, electronic communication records, and security camera footage from applicable Mother Lode properties.
- Professional or employment-related information, such as your work history, salary history, and education history.

How Do We Collect Your Information?

We collect your personal information in three ways:

Directly from you when you access or use our Sites or Services, conduct business dealings with us in the B2B context or when you communicate with us in any manner, including but not limited to:

- Personal information you provide by filling out forms in person or electronically through our Sites, including information provided at the time of registering for any Service or event, posting material, or requesting further services or information;
- Personal information you provide when you access or use our Services;
- Personal information you provide when you conduct B2B dealings with us;
- Personal information you provide when you report a problem with our Sites;
- Records and copies of your correspondence (e.g., email address) if you contact us;
- Your responses to surveys that we might ask you to complete;
- Details of transactions you carry out through our Sites, and the fulfillment of your orders; and
- Your search queries on the Sites.

Automatically when you access or use our Sites or Services, conduct business dealings or when you communicate with us, including but not limited to:

- Details of your visits to the Sites, including traffic data, location data, logs and other communication data;
- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type; and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

From Third Parties, including but not limited to:

- Data analytics providers for the purpose of receiving statistical data about your activity on our Sites;
- Social media networks for the purpose of collecting certain of your social media profile information and activity, including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform;
- Service providers, including but not limited to internet service providers, fraud prevention services, and related partners; and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the Sites, and to provide you with our Services.

How Do We Use Your Information?

We use the personal information outlined in What Type of Information Do We Collect About You for a variety of business and commercial purposes, including but not limited to:

- Provide the Sites to you;
- Provide the Services you have requested;
- Conduct business dealings with you;
- Fulfill a transaction you requested or service your policy;
- Handle a claim;
- Create and manage your account;
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud;
- Protect and enforce our collective rights arising under any agreements entered between Mother Lode and you or any other Third Party;

- Operate the Sites, including access management, payment processing, Site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes;
- Respond to your requests, feedback, or inquiries;
- Comply with laws, regulations, and other legal requirements;
- Comply with relevant industry standards and our policies;
- Protect the integrity and maintain security of our Sites and Services;
- Operate, evaluate, and improve our business; and
- Deliver content tailored to your interests and the way you use the Sites;
- Present content in a manner that is optimized for your device;
- Measure and analyze the effectiveness of the Sites and Services we provide to you.

How Do We Disclose Your Personal Information?

We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose personal information referenced in [What Type of Information Do We Collect About You](#) with others for a variety of business and commercial purposes, including:

- **With your consent.** We may disclose your personal information with your consent. We may obtain your consent in writing; online, through “click-through” agreements; when you accept the terms of use on our Sites; orally, either in person or on the phone; or by other means.
- **In a business transfer.** We may disclose your personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which such information could be transferred to Third Parties as a business asset in the transaction.
- **To non-affiliated third parties, such as service providers and contractors.** We may disclose your personal information with other parties, such as service providers and contractors, to facilitate your access and use of our Sites and Services, including but not limited to internet service providers, data analytics providers, governmental entities, operating systems and platforms, social media networks, and service providers who provide us a service (e.g., credit / debit card processing, billing, shipping, repair, customer service, auditing, debugging to identify and repair errors that impair existing intended functionality on our Sites or Services, and/or protecting against malicious, deceptive, fraudulent, or illegal activity).
- **To subsidiaries and affiliates.** We may disclose your personal information with our Mother Lode subsidiaries and affiliates to further facilitate your use of our Sites and Services, and to ensure the smooth and consistent operations of Mother Lode by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity.
- **For legal process and protection.** We may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
 - Enforce or apply agreements, or initiate, render, bill, and collect for Services;
 - Protect our rights or interests, property or safety or that of others;
 - In connection with claims, disputes, or litigation - in court or elsewhere;
 - Protect users of our Sites and Services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; and

- o Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government.

Links To Third Party Sites

Our Sites may contain links to Third Party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Notice applies to our Sites only, and we do not accept any responsibility or liability for the policies or practices of any Third Parties.

Third Party Tracking / Do Not Track

Our Sites may, from time to time, collect information about your online activities, over time and across our different Sites. When you use our Sites, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a “Do Not Track” feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites do not currently change the way they operate based upon detection of a “Do Not Track” or similar signal.

Social Media Integration

Our Sites and/or Services may, from time to time, contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we take all commercially reasonable steps to ensure your personal information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your personal information.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

Cookies and Related Technology

We may use browser cookies, beacons, pixel tags, scripts, and other similar technologies from time to time to support the functionality of our Sites and Services. A cookie is a piece of information contained in a very small text file that is stored in your Internet browser or elsewhere on your hard drive. Cookies are transferred from our Sites to your computer, phone or tablet, and allow us to identify your device whenever you return to our Sites. These technologies provide a better experience when you use our Sites and Services, and allow us to improve our services. We may also use analytic software, such as Google Analytics and others, to help better understand how our Sites function on your device(s) and for other analytical purposes. To learn more about how Google uses data when you use our Sites, see [How Google uses data when you use our partners' sites or apps](#).

You can opt-out of Google Analytics by installing Google's opt-out browser add-on here <https://tools.google.com/dlpage/gaoptout>.

Below is an overview of the types of cookies and related technology we deploy, and your choices.

Browser Cookies. A browser cookie is a small file placed on the hard drive of your computer. That cookie then communicates with servers, ours or those of other companies that we authorize to collect data for us and allows recognition of your personal computer. You may use the tools available on your computer or other device(s) to set your browser to refuse or disable all or some browser cookies, or to alert you when cookies are being set. However, if you refuse or disable all browser cookies, you may be unable to access certain parts or use certain features or functionality of our Sites. Unless you have adjusted your browser settings so that it refuses all cookies, we may use cookies when you direct your browser to our Sites.

Beacons. Our Sites and e-mails may contain small electronic files known as beacons (also referred to as web beacons, clear GIFs, pixel tags and single-pixel GIFs) that permit us to, for example, to count users who have visited those pages or opened an e-mail and for other website-related statistics. You may use the tools in your device to disable these technologies as well.

Third Party Technology. Our service providers may also use cookies and beacons to collect and share information about your activities both on our Sites and on other websites and applications. In addition, third parties that are unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Sites. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, you can adjust the settings of your browsers or install plug-ins and add-ins.

Your Choices. You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers provide for ways to control cookie behavior, such as the length of time they are stored. If you disable cookies, please be aware that some of the features of our Sites may not function correctly. To find out more on how to manage and delete cookies, visit www.aboutcookies.org. For more details on your choices regarding use of your web browsing activity for interest-based advertising, you may visit the following sites:

- <http://networkadvertising.org/>
- <http://optout.aboutads.info/>
- <http://youradchoices.com/>

Your Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. For California residents, please click [here](#) to understand how to exercise your rights.

- **Right of Correction.** Regardless of where you live, you may submit a request that we correct or update the information we have about you.
- **Right to Change Preferences.** Regardless of where you live, you may change your choices for subscriptions, newsletters, and alerts.
- **Right to Control Advertising and Online Tracking.** Regardless of where you live, you have a right to control how your personal information is tracked online. To learn more about these rights, see [Cookies and Related Technologies](#).
- **Right of Non-Discrimination.** Regardless of where you live, you have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

California Consumer Privacy Act Rights and Disclosures

The following disclosures are made pursuant to the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA").

Relevant CCPA Definitions

Term	Definition
Personal information	Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your household.
Sensitive personal information	Personal information that reveals your social security number, driver's license number, state identification card, passport number, account log-in and password, financial account and password, debit or credit card number and access code, precise geolocation information, race, ethnic origin, citizenship or immigration status, religious or philosophical beliefs, union membership, the content of your mail, email or texts other than those communications with us, genetic data, neural data, biometric information, health information, and information that concerns your sex life or sexual orientation.
Sell, sale, or sold	Selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by other means, your personal information to a third party for monetary or other valuable consideration.
Share, shared, or sharing	Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between us and a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.

Summary of Categories of Personal Information Collected and Disclosed

Below is a summary of the categories of personal information we have collected from and about you in the twelve months preceding the date this Notice was last updated. Also included in this description is personal information about: (1) why the personal information is collected and used; (2) whether the information is "sold" or "shared" to third parties; (3) whether the information is disclosed for a business purpose to third parties; (4) whether the information includes "sensitive personal information"; and (5) a description of how long we may keep your information. To learn more about the personal information we will collect on an ongoing basis, please see our [Notice at Collection](#) above.

Categories of Personal Information:

- **Identifiers (Includes Sensitive Personal Information):** Includes personal information such as your name, alias, postal address, and telephone number, unique online identifier, social media handle, IP address, username and password, email address, account name and/or account number, social security number, driver's license number, passport number or state identification number.
- **Physical Characteristics (Includes Sensitive Personal Information):** Includes personal information such as your race, sex, age and ethnicity.
- **Financial Information (Includes Sensitive Information):** Includes personal information such as bank account number, credit card number, debit card number, insurance policy number or other financial information.
- **Internet or other Electronic Network Activity Information:** Includes personal information such as browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.

- **Commercial Information:** Includes personal information such as records of products or services purchased, obtained, or considered.
- **Biometric Information (Includes Sensitive Personal Information):** Includes personal information such as fingerprints, and voice recordings.
- **Professional and Educational Information:** Includes your work history, salary history, and education history.
- **Audio, Electronic, Visual, Thermal, and Related Information:** Includes personal information such as photographs, video recordings, or recorded messages.
- **Geolocation:** Such as zip code and time zone.

Category Disclosure Information

Disclosure	Categories	Description
How do we collect this information?	Identifiers*	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from third parties such as service providers and government agencies.
	Physical Characteristics*	We collect this personal information directly from you. We also may collect this personal information from other parties, such as service providers.
	Financial Information*	
	Internet or other Electronic Activity Information	
	Commercial Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	Biometric Information*	
	Professional and Educational Information*	We collect this personal information directly from you. We also may collect this personal information from other parties such as service providers and government agencies.
Does this include sensitive personal information?	Audio, Electronic, Visual, and Related Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	<p>The categories of sensitive personal information we collect include social security number, driver's license number, passport number, racial or ethnic origin, health information, bank account number, credit card number, debit card number, or any other financial information with a required access or security code, password, or credentials.</p> <p>*Denotes which categories may include sensitive personal information.</p> <p>We do not process your sensitive personal information other than for the purposes permitted under the CCPA, such as providing the Sites to you, providing the Services you requested, fulfilling a transaction you requested or servicing your policy.</p>	
Is the information "sold" or "shared"?	No. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.	

What is our business purpose for collecting your information?	See How Do We Use Your Personal Information above.
Who do we disclose this information to?	See How Do We Share Your Personal Information above.
How long do we keep the information?	We keep your personal information for so long as is reasonably necessary and proportionate to the original purpose for which we collected the personal information. We base our criteria in determining appropriate retention periods on regulatory and legal requirements, contractual requirements, business needs, and the expectations of you.

Notice of Disclosure for a Business Purpose

To learn more about the categories of personal information we have disclosed for a business purpose about California residents over the last twelve months, including the categories of parties with whom we have disclosed that personal information, please see [What Type of Personal Information Do We Collect About You](#) and [How Do We Share Your Personal Information](#).

Notice of Sale or Sharing

We do not sell or share personal information as defined under the CCPA, nor have we sold or shared such personal information in the past 12 months. **To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.** We have no actual knowledge of selling or sharing the personal information of minors under the age of 16.

Your Rights

Under CCPA and its implementing regulations, you have a **Right to Know**, **Right to Correct**, **Right to Delete**, and **Right to Non-Discrimination**. We do not offer a right to opt out of sale or sharing or limit the use and disclosure of sensitive personal information because we do not sell or share your personal information or use your sensitive personal information other than for permitted purposes under the CCPA. We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. Please note that for some of these rights, such as the Right to Know, Right to Correct, and Right to Delete, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying personal information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information related to your rights request, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

- **Right to Know.** You have a right to confirm whether we are processing your personal information and ask that we disclose to you the categories and specific pieces of personal information we have collected about you including a description of the categories of sources from which we have collected that personal information, the business or commercial purpose for collecting or sharing that information, and the categories of third parties to whom we have disclosed that personal information. You have the right to receive this information in a format, to the extent technically feasible, that is portable, usable, and allows you to transmit the personal information to a person without impediment. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.

- **Right to Correct.** You have a right to ask that we correct your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Delete.** You have a right to ask that we delete your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right of Non-Discrimination.** You have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

Authorized Agents

If permitted or required by applicable law, you may exercise your privacy rights through an authorized agent. If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please submit the [Authorized Agent Form](#).

California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to privacy@mlhc.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Children

Our Sites and Services are not intended for children under the age of 18. This includes any links to other websites that we provide for our convenience. We do not knowingly collect personal information of children for any reason.

International Jurisdictions

Our Sites and Services are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Sites or Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Sites and Services, and your agreements with us. Any persons accessing our Sites or Services from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use, or disclosure of information, different from those of the jurisdictions mentioned above may only use the Sites or Services in a manner lawful in their jurisdiction. If your use of the Sites or Services would be unlawful in your jurisdiction, you may not use the Sites or Services.

Accessibility

We are committed to making our content accessible and user friendly to everyone. To request a copy of this Notice in an alternative format, please contact us at accessibility@mlhc.com or 1-877-626-0668.

Changes To Our Privacy Notice

We may change this Notice from time to time. Any and all changes will be reflected on this page, and where appropriate provided in person or by another electronic method. The effective date will be stated at the top of this Notice. You should regularly check this page for any changes to this Notice. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE SITES OR SERVICES, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS NOTICE.**

Contact Us

If you have any questions, please contact us at privacy@mlhc.com or by calling 1-877-626-0668.

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.
Wisconsin Title Closing Service, Inc.

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.

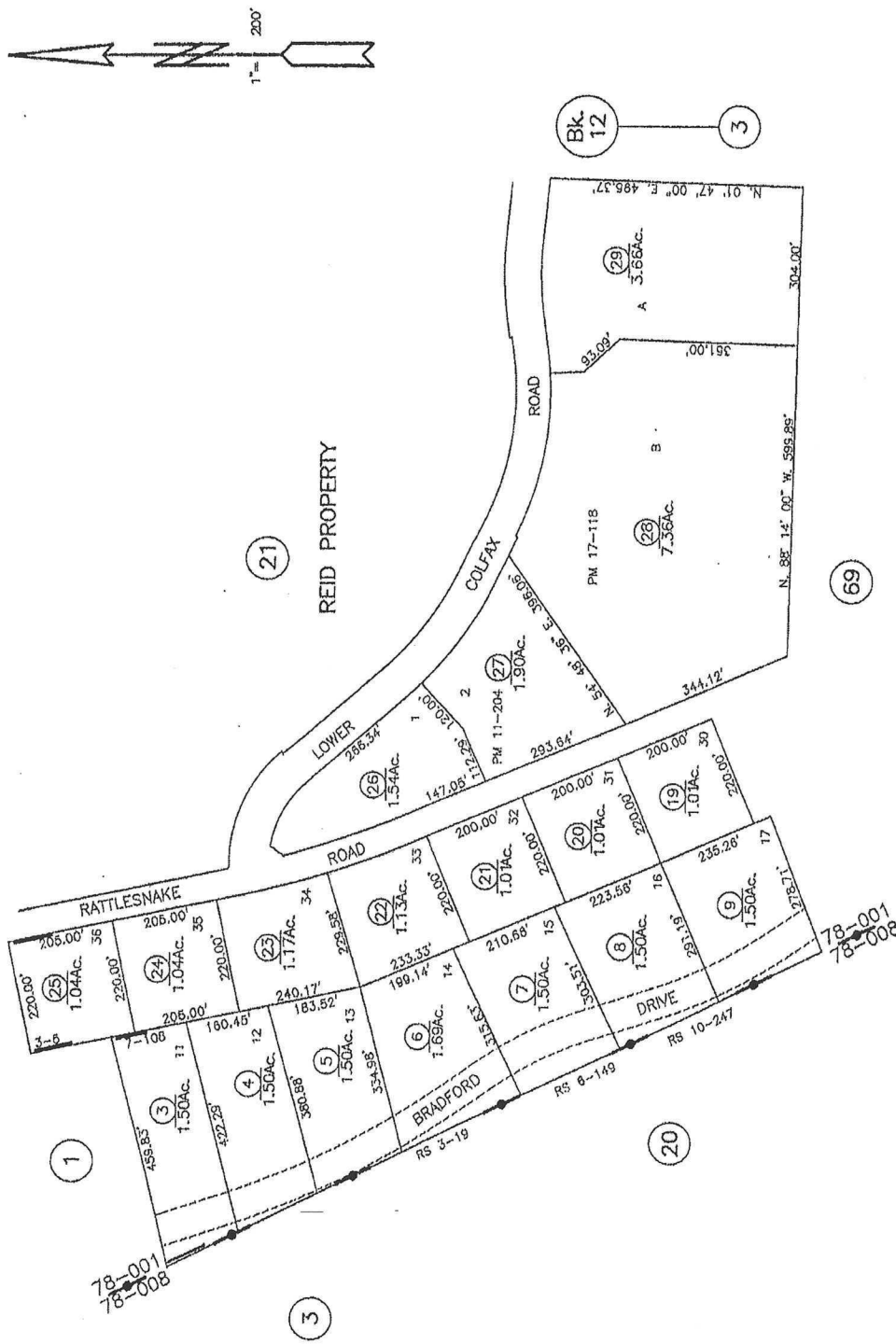
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal 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., 185 Fulweiler Avenue, Auburn, CA 95603 or privacy@mlhc.com.

22-02
(Fmly. Ptn. 10-07)
(Fmly. Ptn. 22-20.69)



ASSESSOR'S PARCEL MAP

HIDDEN GLEN SUB. Bk. 7, Pg. 108
OPHIR HILL ACRES UNIT No. 1 SUB. Bk. 3, Pg. 5

11-1-06 Assessor's Map Bk. 22-Pg.02
County of Nevada, Calif.
2005

NW 10/05

