



RESOLUTION No. 25-012

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN EXCLUSIVE RIGHT AND OPTION TO PURCHASE AGREEMENT FOR REAL PROPERTY LOCATED AT 12255 AND 12245 SIERRA DRIVE EAST, TRUCKEE, CALIFORNIA (APN 018-540-035-000 AND 018-540-034-000) 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

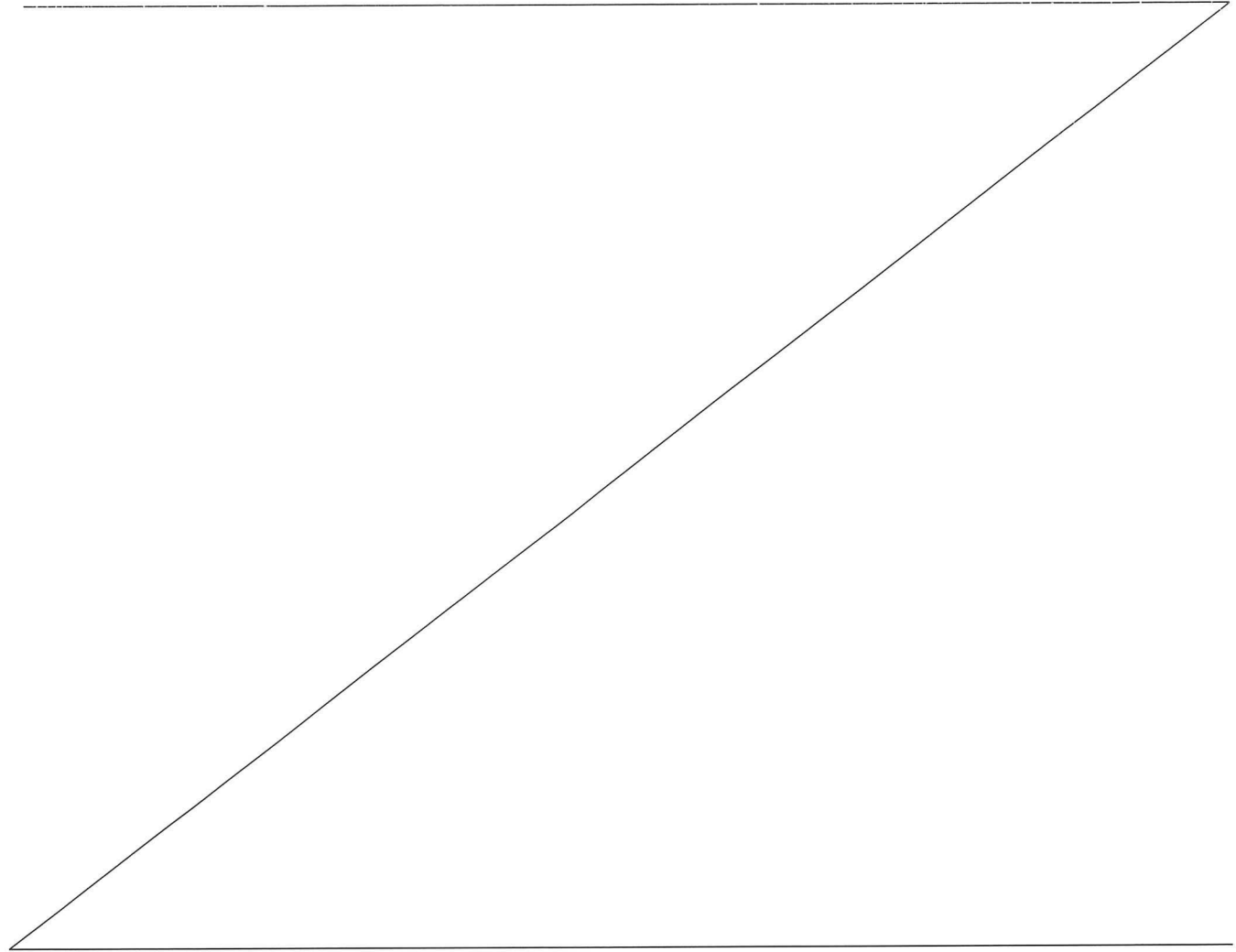
WHEREAS, authorized by Proposition 1, passed by California voters in March 2024, the California Department of Housing and Community Development announced availability of approximately \$2.145 billion of Homekey + grant funding through the Notice of Funding Availability (NOFA) issued November 26, 2024; 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 real property located at 12255 and 12245 Sierra Drive East, Truckee, California (APN 018-540-035-000 and 018-540-034-000) for the sum of \$1,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of Nevada County, California approves the Exclusive Right and Option to Purchase real property located at 12255 and 12245 Sierra Drive East, Truckee, California (APN 018-540-035-000 and 018-540-034-000); and authorizes 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.

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

Nevada County Recorder
Natalie Adona

Document#: 20250001472

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 December 10, 2024 ("Effective Date") by and between John F. MacDonald and Craig MacDonald ("OPTIONORS"), and **THE COUNTY OF NEVADA**, a political subdivision of the State of California ("OPTIONEE"), collectively, the "Parties."

RECITALS

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

A. OPTIONORS are the owner of all that certain real property (hereinafter called the "Property"), described as follows: [0.26 acres-12255 and 0.17 acres-12245 Sierra Drive East, Truckee CA 96161- commonly known as Assessor's Parcel Numbers: 018-540-035-000 and 018-540-034-000 respectively] more specifically described in Exhibit "A."

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

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.** OPTIONORS grants to OPTIONEE an exclusive right and Option to purchase (this "Option") the Property from OPTIONORS 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.** OPTIONORS 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 OPTIONORS a Quitclaim Deed to the Property promptly at the request of OPTIONORS if OPTIONEE does not exercise the Option hereunder if such is necessary to clear OPTIONORS' 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 OPTIONORS 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 OPTIONORS 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.** OPTIONEE acknowledges and accepts the existence of the current tenants thru the existing lease of the property by AMI Housing and OPTIONORS agree to work with AMI Housing to verify which tenants may remain on the property and which tenants may have to be further assessed for relocation services.

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 OPTIONORS 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 OPTIONORS 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 OPTIONORS 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 December 10, 2024, between the undersigned Optionee and Craig MacDonald and John F. McDonald, 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-646264** 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-646264**

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

(1) OPTIONORS 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 OPTIONORS. 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. OPTIONORS shall deliver marketable title to OPTIONEE on the Closing Date subject only to (i) the then current real estate taxes and assessments constituting liens not then due or payable; and (ii) those exception nos. 2, 3, 4, and 12, as show on that certain preliminary title report, attached hereto as Exhibit "E." 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, OPTIONORS shall bear the risk of loss therefor, and OPTIONEE may elect to cancel this Agreement and receive back from OPTIONORS all consideration previously paid to OPTIONORS 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 OPTIONORS 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 OPTIONORS, 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 OPTIONORS' 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 OPTIONORS, its officers, officials, employees, agents or volunteers from any claims, damages, or injuries incurred or sustained by OPTIONORS 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 OPTIONORS at no expense to OPTIONORS and shall become OPTIONORS' property. OPTIONEE further agrees to submit all development proposals to OPTIONORS 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. OPTIONORS 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 OPTIONORS 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 OPTIONORS 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

with a copy to:

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

If to OPTIONORS:

Craig MacDonald
PO Box 1324
Alta, CA 95701
Cell: (508)246-7294
Email: Cdmski13@gmail.com

John F. MacDonald
165 Briggs Road
Westport, MA 02790
Cell: (508) 246-7298
Email: Skijack.geo@yahoo.com

(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 OPTIONORS 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 OPTIONORS 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:

Craig MacDonald, Owner

Craig MacDonald

DATE: 12/03/2024

ATTEST:

By: Jeff Thorsby
Jeffrey Thorsby
Clerk of the Board

John F. MacDonald, Owner

John F. MacDonald

DATE: 12/3/2024

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 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 Mechelle L. Morgan
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Massachusetts
County of Bristol } ss.

On this the 3rd day of December, 2024, before me,
Day Month Year

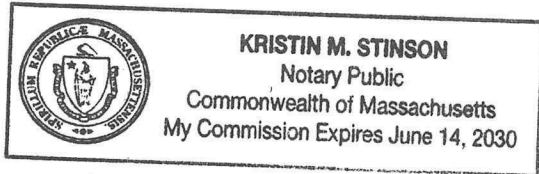
Kristin Stinson, the undersigned Notary Public,
Name of Notary Public

personally appeared Craig MacDonald & John F. MacDonald
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory evidence

Licenses
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 for the purposes
therein stated.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

*This section is required for notarizations performed in Arizona but is optional in other states.
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: Exclusive Right and option to Purchase Agreement
Document Date: 12/3/24 Number of Pages: Pages 8 & 13 (out of 21)
Signer(s) Other Than Named Above: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

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

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

follows:

Lot 130 and the West 40 feet of Lot 131 as shown on the Map of "Armstrong Subdivision", filed April 28, 1959 in Book

1 of Maps, page 114, Nevada County Records

APN: 018-540-035-000, 018-540-034-000

EXHIBIT A
LEGAL DESCRIPTION

Lot 130 and the West 40 feet of Lot 131 as shown on the Map of "Armstrong Subdivision", filed April 28, 1959 in Book

1 of Maps, page 114, Nevada County Records

APN: 018-540-035-000, 018-540-034-000

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 3rd day of December 2024 by and between Craig MacDonald and John F MacDonald as (“Optionors”), and Nevada County, a political subdivision of the State of California (“Optionee”).

1. Optionors 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 December 3, 2024. 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 Optionors and Optionee. The Optionors’ addresses are: Craig MacDonald, PO Box 1324, Alta, CA 95701 and John F. MacDonald, 165 Briggs Road, Westport, MA 02790 and the Optionee’s address is 950 Maidu Ave., Nevada City, CA 95959.

IN WITNESS WHEREOF, this Memorandum has been executed this 3rd day of December 2024.

SIGNATURES ON FOLLOWING PAGE

OPTIONORS

OPTIONEE

County of Nevada

Craig MacDonald
Craig MacDonald, Owner

12/3/2024 By:

Heidi Hall
Heidi Hall, Chair
Nevada County Board of Supervisors

John F. MacDonald 12/3/2024
John F. MacDonald

Attest:
JEFFREY THORSBY
Clerk of the Board of Supervisors

By: Heidi Hall, Chair Deputy CB

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 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, dated December 10, 2024, all of that certain real property from Craig MacDonald and John F. MacDonald, ("Optionors"), 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 [Dec 10, 2025

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, 2025

Attest:
JEFFREY THORSBY
Clerk of the Board of Supervisors

By: Jeffrey Thorsby, Chief Deputy

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.

Place Notary Seal and/or Stamp Above

Signature Mechelle L. Morgan
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit C

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 [1/10/25 E], all of that certain real property from **Craig MacDonald** and **John F. MacDonald** ("Optionors"), 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 1/10/2025

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: The 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

RECORDING REQUESTED BY:

Fidelity National Title Company of California
 Escrow No.: 12-1101159-RE
 Locate No.: CAFNT0931-0931-0003-0001101159
 Title No.: 12-1101159-JV

**When Recorded Mail Document
and Tax Statement To:**

John F. MacDonald, III
 165 Briggs Rd
 Westport, MA 02790

Nevada County Recorder
 Gregory J. Diaz
 Document#: 20120014828
 Thursday June 07 2012, at 11:03:00 AM
 Rec Fee: \$17.00
 Paid: \$17.00
 Recorded By: KP
 FIDELITY NATL TITLE CO

APN: 18-540-34-000, 18-540-35-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 City Tax is \$

[] Unincorporated area: [x] Town of Truckee

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Constance MacDonald, spouse of grantee herein**

hereby GRANT(S) to **John F. MacDonald, III** a married man as his sole and separate property

the real property in the Town of **Truckee**, County of **Nevada**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The grantor is executing this instrument for the purpose of relinquishing all of grantor's rights, title and interest, including, but not limited to, any community property interest in and to the land described herein and placing title in the name of the grantee as his/her separate property.

DATED: May 28, 2012

State of California MASS
 County of Middlesex

On 30 May 2012 before me,
Constance J. MacDonald Ann Marie Wingren Notary Public
 (here insert name and title of the officer), personally appeared
Constance J. MacDonald

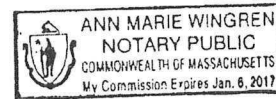
Constance MacDonald
 Constance MacDonald

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 Ann Marie Wingren (Seal)

**MAIL TAX STATEMENT AS DIRECTED ABOVE**

UD-13C (Rev 12/07)
 (Intersp)X(06-09)

INTERSPOUSAL TRANSFER DEED

Escrow No.: 12-1101159-RE
Locate No.: CAFNT0931-0931-0003-0001101159
Title No.: 12-1101159-JV

EXHIBIT "A"

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

LOT 130 AND THE WEST 40 FEET OF LOT 131 AS SHOWN ON THE MAP OF "ARMSTRONG SUBDIVISION" FILED APRIL 28, 1959 IN BOOK 1 OF MAPS, PAGE 114, NEVADA COUNTY RECORDS.

APN: 18-540-34-000, 18-540-35-000

RECORDING REQUESTED BY:

Fidelity National Title Company of California
 Escrow No.: 12-1101159-RE
 Locate No.: CAFNT0931-0931-0003-0001101159
 Title No.: 12-1101159-JV

When Recorded Mail Document and Tax Statement To:

Craig McDonald
 P.O. Box 7244
 Truckee City, CA 96145

Nevada County Recorder
 Gregory J. Diaz
 Document#: 20120014315
 Friday June 01 2012, at 11:46:34 AM
 Rec Fee: \$17.00 Transfer tax: \$320.10
 Paid: \$337.10
 Recorded By: CP
 Fidelity National Title Co Inc

APN: 18-540-34-000, 18-540-35-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
 Documentary transfer tax is \$320.10

[x] computed on full value of property conveyed, or
 [x] computed on full value less value of liens or encumbrances remaining at time of sale,
 Town of Truckee,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Myron L. Cooper and Janne C. Cooper, trustees of the Cooper Family Trust of 2006 U.D.T. Dated June 14, 2006

hereby GRANT(S) to John F. MacDonald, III, a married man as his sole and separate property and Craig McDonald, an unmarried man as joint tenants

the following described real property in the Town of Truckee, County of Nevada, State of California:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 29, 2012

State of California
 County of Nevada

On May 30, 2012, before me,
 Stacy Nicholls, Notary Public
 (here insert name and title of the officer), personally appeared

Myron L. Cooper
 Janne C. Cooper
 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 _____ (Seal)

Myron L. Cooper and Janne C. Cooper, Trustees of
 the Cooper Family Trust of 2006 U.D.T. Dated June
 14, 2006

By: _____
 Myron L. Cooper, Trustee

By: _____
 Janne C. Cooper, Trustee

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)
 (grant) (10-03) (Rev. 07-11)

GRANT DEED

Escrow No.: 12-1101159-RE
Locate No.: CAFNT0931-0931-0003-0001101159
Title No.: 12-1101159-JV

EXHIBIT "A"

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

LOT 130 AND THE WEST 40 FEET OF LOT 131 AS SHOWN ON THE MAP OF "ARMSTRONG SUBDIVISION" FILED APRIL 28, 1959 IN BOOK 1 OF MAPS, PAGE 114, NEVADA COUNTY RECORDS.

APN: 18-540-34-000, 18-540-35-000

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-654747
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: 12255 Sierra East Drive, Truckee, CA 96161
12245 Sierra East Drive, Truckee, CA 96161

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 22, 2025 at 7:30AM
Title Officer: Susan Hurst

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

2021 ALTA Homeowner's 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:

John F. MacDonald, a married man, as his sole and separate property and Craig MacDonald, who acquired title as Craig McDonald, an unmarried man, as joint tenants

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:

Lot 130 and the West 40 feet of Lot 131 as shown on the Map of "Armstrong Subdivision", filed April 28, 1959 in Book 1 of Maps, page 114, Nevada County Records

APN: 018-540-035-000, 018-540-034-000

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 2025-2026, a lien not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2024-2025:

1st Installment:	\$415.83	Delinquent
2nd Installment:	\$378.03	Due
Parcel Number:	018-540-034-000	
Code Area:	003-021	
Land Value:	\$30,779.00	
Imp. Value:	\$0.00	
Total Value:	\$30,779.00	
Exemption Amount:	\$0.00	

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

3. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2024-2025:

1st Installment:	\$2,945.59	Paid
2nd Installment:	\$2,945.59	Due
Parcel Number:	018-540-035-000	
Code Area:	003-021	
Land Value:	\$73,880.00	
Imp. Value:	\$253,669.00	
Total Value:	\$320,549.00	
Exemption Amount:	\$7,000.00	

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

4. The herein described property has been declared tax defaulted for non-payment of delinquent taxes for the Fiscal Year 2024-2025 and subsequent years, if any. Sale No. DEF220000257:

Amount to redeem prior to February, is \$2461.08.

Amount to redeem prior to March, is \$2487.91.

Amount to redeem prior to April, is \$2514.74.

Parcel No.: 018-540-034-000

5. 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.

6. The property is within the boundaries of the following districts and is subject to all taxes, assessments and obligations thereof:

Truckee/Donner Public Utility District
Truckee Sanitary District
Tahoe/Truckee Sanitation Agency

7. 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.

8. Easements, dedications and/or notes as shown on the Subdivision Map filed April 28, 1959, in (book) 1 of Subdivisions at (page) 114.
9. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, in document recorded July 27, 1959, Book 265, Page 241, Official Records.

Contains: Mortgage Protection Clause
Contains: No Reversionary Clause

Note: Section 12956.1 of the Government Code provides the following:

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded February 15, 1960, Book 274, Page 466, Official Records.

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded April 29, 1960, Book 278, Page 415, Official Records.

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded October 5, 1965, Book 388, Page 135, Official Records.

10. An temporary easement over said land for preconstruction engineering surveys and studies, construction of sewer line and facilities and incidental purposes granted to Truckee Sanitary Distrct, in deed recorded May 14, 1980, (instrument) 1980-13502, Official Records.

Affects: Northerly 15 feet of the Southerly 30 feet of Lot 130 and the Northerly 15 feet of the

Southerly 30 feet of the Westerly 40 feet of Lot 131

No representation is made as to the current ownership of said easement.

11. An easement over said land for construction, maintenance, operation and repair of a sewer line, facilities and incidental purposes granted to Truckee Sanitary District, in deed recorded May 14, 1980, (instrument) 1980-13502, Official Records.

Affects: Southerly 15 feet of Lot 130 and Southerly 15 feet of the Westerly 40 feet of Lot 131

No representation is made as to the current ownership of said easement.

12. The effect of a Deed dated November 21, 2018, by John MacDonald, Grantor, to Craig McDonald, Grantee, recorded January 22, 2019, (instrument) 2019-1374, Nevada Official Records.

No statement is made as to the effect of said deed by reason of Grantor did not deed out in the same name in which title was aquired

13. Deed of Trust to secure an indebtedness in the amount of \$340,000.00, and any other obligations secured thereby, dated October 21, 2020, recorded October 30, 2020, (instrument) 2020-29662, Official Records.

Trustor: Craig McDonald

Trustee: John D. Duncan, Esq.

Beneficiary: Mortgage Electronic Registration Systems, Inc. ("MERS") Acting solely as nominee for United Wholesale Mortgage

Loan No: 1220688531

MIN No.: 100032412206885318

14. A document entitled "Restrictive Covenant Junior Accessory Dwelling Unit" recorded March 20, 2024 Instrument No. 2024-4320, Nevada County Official Records.

***** 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 a Single Family Residence and that the property address is:

12255 Sierra Drive East, Truckee, CA 96161

***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