

## **AGREEMENT FOR DEDICATION OF REAL PROPERTY**

**THIS AGREEMENT FOR DEDICATION OF REAL PROPERTY** (this “Agreement”) is entered into as of January 16, 2025 (the “Effective Date”), by and between the Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (“Grantee”), and the Estom Yumeka Maidu Tribe of the Enterprise Rancheria, a federally recognized Indian tribe listed in the Federal Register as the Enterprise Rancheria of Maidu Indians of California (“Grantor”).

**THE PARTIES ENTER INTO THIS AGREEMENT** on the basis of the following facts, understandings and intentions:

- A. Grantor is the owner of that certain real property located in the County of Yuba, State of California legally described on Exhibit “A” attached hereto (the “Grantor’s Property”).
- B. Grantor desires to grant to Grantee a fee interest in parcel 1 (“Parcel 1”) and parcel 2 (“Parcel 2”) and the easements within Grantor’s Property more particularly described on Exhibit “B-1” attached hereto and depicted on Exhibit “B-2” attached hereto (collectively, the “Property”).
- C. The Property has not been legally subdivided under California Government Code Section 66410 et seq. (the “Subdivision Map Act”), however under section 66428(a)(2) of the Subdivision Map Act, a parcel map is not required for land conveyed to or from a governmental agency, public entity, public utility or for land conveyed to a subsidiary of a public utility for convenience of that public utility.
- D. Grantor desires to dedicate the Property to Grantee, and Grantee desires to accept such dedication of the Property on and subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereby agree as follows:

**1. AGREEMENT TO DEDICATE.**

Grantor agrees to dedicate the Property to Grantee, and Grantee agrees to accept the dedication of the Property from Grantor, subject to and in accordance with all of the terms, covenants and conditions set forth in this Agreement.

**2. DELIVERY OF DOCUMENTS.**

The transaction contemplated in this Agreement shall be handled through an escrow with First American Title Insurance Company (“Escrow Holder” or “Title Company”), First American Title Company, 101 2nd Street Suite 150, Petaluma, California 94952, Attn: Leslie Hanes, Escrow No. NTTS-1243006 (“Escrow”). On or prior to the Closing Date (as defined below) Grantor shall complete, execute, acknowledge (as applicable) and deliver

to Escrow Holder: (i) a Grant Deed in substantially the form attached hereto as Exhibit “C” (the “Grant Deed”) properly acknowledged and suitable for recordation, (ii) any other documents reasonably required by Escrow Holder to consummate the transactions contemplated under this Agreement in form reasonably acceptable to the parties hereto, and (iii) all closing costs for the transactions contemplated in this Agreement in immediately available funds. On or before the Closing Date, Grantee shall complete, execute, acknowledge (as applicable) and deliver to Escrow Holder: (i) a Certificate of Acceptance in substantially the form attached to the Grant Deed properly acknowledged and suitable for recordation, (ii) any other documents reasonably required by Escrow Holder to consummate the transactions contemplated under this Agreement in form reasonably acceptable to the parties hereto.

**3. TITLE.**

A preliminary title report prepared by the Title Company is attached hereto as Exhibit “D” (the “PTR”). All exceptions to title which have been disclosed in the PTR are hereby approved by Grantee and shall constitute the “Permitted Exceptions.” At the Closing, Grantor shall deliver possession of the Property to Grantee subject only to the Permitted Exceptions, to be evidenced by a CLTA title policy issued by Title Company (which is a condition to Closing as well as a covenant).

**4. CLOSING COSTS; PRORATION OF TAXES.**

Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Yuba County, California (the “Official Records”), within thirty (30) days after the Effective Date (the “Closing Date”), unless extended by mutual agreement of the parties hereto. Real property taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed. Grantor shall pay all title, escrow, and recording costs, to close the transaction contemplated in this Agreement.

**5. GRANTOR WARRANTIES.**

Grantor warrants that it has all necessary legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by Grantor is required in order to make it a valid and binding contractual obligation of Grantor.

Grantor warrants that there are no oral or written leases or other occupancy agreements on any portion of the Property.

Grantor warrants that to the best of its current actual knowledge without any duty of inquiry and except as disclosed in Phase I Environmental Site Assessment for Enterprise Rancheria 43-Acre Property dated May 2021, prepared by Analytical Environmental Services, the Property is not, as of the date of this Agreement, in violation of any federal, state or local law, ordinance or regulation (“Environmental Law”) relating to Hazardous Substances (as defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition.

“Hazardous Substances” means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, regulated under any Environmental Law, including, asbestos, petroleum and hydrocarbon products.

Grantor further agrees to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from breach or claim of breach with respect to the foregoing. This obligation shall survive Closing and recording of the Grant Deed.

6. **AS-IS DEDICATION.**

Grantee acknowledges that it has or will conduct its own due diligence and investigations regarding the Property and Grantee's intended uses thereof. Grantee further acknowledges that this Agreement provides Grantee with sufficient time and opportunity to conduct any related due diligence of the Property which Grantee or its consultants and agents deem necessary and appropriate for Grantee to fully and completely evaluate the state of title, the physical, environmental and economic condition of the Property and the Property's suitability for Grantee's intended use. Grantee is accepting the dedication of the Property solely in reliance upon Grantee's own due diligence and investigation of the Property and fully and completely understands that, except for Grantor's representations and warranties expressly set forth in this Agreement, no representations or warranties of any kind or nature whatsoever, oral or written, express or implied, have been made by Grantor. Grantee further acknowledges that the Property shall be dedicated by Grantor and accepted by Grantee on and as of the Closing Date "AS IS, WHERE IS, WITH ALL FAULTS", without any representation or warranty of any kind or nature whatsoever, either express or implied, except as expressly set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, Grantee, for itself, and its successors and assigns, hereby waives, releases, remises, acquits and forever discharges the Grantor, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, whether direct or indirect (collectively, the "Claims"), which Grantee now has or which Grantee may have in the future on account of or in any way arising out of or in connection with its use and ownership of the Property, whether caused by Grantor or any other party and whether or not known to Grantee at or before the close of escrow (collectively, the "Released Matters"). Grantee hereby assumes full responsibility for any injuries, damages, losses or liabilities that may hereafter occur with respect to the Released Matters, whether known or unknown. With respect to the Released Matters, Grantee further acknowledges it has had full advice of legal counsel of Grantee's choice and has read and considered the provisions of California Civil Code Section 1542, which reads as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

Grantee hereby expressly waives and relinquishes any right or benefit which Grantee has or may have under California Civil Code Section 1542 as it relates to the Released Matters, and in this connection Grantee acknowledges and hereby expressly agrees this Agreement shall extend to all unknown, unsuspected and unanticipated claims or damages, as well as

those which are now disclosed, with respect to the Released Matters.

The terms of this Section 6 shall not be merged into any documents to be delivered at the close of escrow, but shall survive the close of escrow.

7. **SEVERABILITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

8. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. **AUTHORITY AND EXECUTION.**

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

10. **ENTIRE AGREEMENT.**

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereof. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the subject matter hereof are revoked and extinguished by this Agreement.

11. **NOTICES.**

All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be (a) personally served, (b) served by registered or certified mail (postage pre-paid), (c) sent by email transmission (provided that the original notice or demand is delivered by next day overnight delivery service), or (d) sent by next day overnight delivery service. Any such notice or demand shall be addressed to the parties as listed in this Section 10. Service of any such notice or demand shall be deemed complete upon receipt in the event of personal service, on the third business day after deposit in the U.S. mail if sent via registered or certified mail, upon transmission without notation error in the event sent via email transmission, and on the next business day if sent via an overnight delivery service with a delivery confirmation, if sent to each party at the address set forth below with the required proper postage:

**To Grantor:**

Estom Yumeka Maidu Tribe of the Enterprise Rancheria  
2133 Monte Vista Ave.

Oroville, CA 95966  
Attn: Chairperson

**With a copy to:**

Maier Pfeffer Kim Geary & Cohen, LLP  
1970 Broadway, Suite 825  
Oakland, CA 94612  
Attn: John Maier

**To Grantee:**

Olivehurst Public Utility District  
P.O. Box 670  
Olivehurst, California 95961  
Attn: General Manager

**With a copy to:**

Burke, Williams & Sorensen, LLP  
1901 Harrison Street, Suite 900  
Oakland, CA 94612  
Attn: Deirdre Joan Cox

Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth above. Notices required pursuant to the terms of this Agreement shall be delivered prior to 5 p.m. (Pacific Time) on the date such notice is due. Any notice which is received or deemed received on a weekend or holiday shall be deemed to have been received on the first business day thereafter. Notices delivered by counsel for a party on behalf of such party shall be deemed delivered by such party.

**12. TIME OF THE ESSENCE.**

Time is of the essence of each and every provision herein contained.

**13. PREVAILING PARTY ATTORNEYS' FEES.**

In the event of any controversy, claim, dispute, arbitration, or litigation between the parties hereto to enforce or interpret any of the provisions of this Agreement or any right of either party hereto, the non-prevailing party to such controversy, claim, dispute, arbitration or litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and costs, court or dispute resolution costs, arbitrator's, mediator's, consultant's and expert witness' fees and costs incurred by the prevailing party, including, without limitation, fees incurred during trial or resolution of any action or dispute and any fees incurred as a result of an appeal from a judgment entered in any such matter. A prevailing party shall include without limitation (a) a party who dismisses an action in exchange for sums due, (b) the party who receives performance from the other party of an alleged breach of covenant or a desired remedy where such performance is substantially equal to the relief sought in an action, or (c) the party determined to be the prevailing party

by a court of law. The terms of this Section 13 shall survive the close of escrow or termination of this Agreement.

14. **NO ASSIGNMENT; SUCCESSOR AND ASSIGNS.**

This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The foregoing sentence notwithstanding, Grantee may not assign this Agreement or any of its rights hereunder without the prior written consent of Grantor.

15. **COUNTERPARTS.**

This Agreement may be executed in one or more identical counterparts. All such separate counterparts together shall constitute one and the same instrument. Counterpart signature pages delivered by facsimile or other electronic means shall have the same force and effect as an original.

**[remainder of page is intentionally blank, signatures follow on next page]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**Grantee:**

Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Grantor:**

Estom Yumeka Maidu Tribe of the Enterprise Rancheria, a federally recognized Indian tribe listed in the Federal Register as the Enterprise Rancheria of Maidu Indians of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A"

Grantor's Property Legal Description

The Land referred to herein below is situated in an Unincorporated Area in the County of Yuba, State of California, and is described as follows:

PARCEL "C" AS SHOWN ON "YUBA COUNTY ZONING ADMINISTRATOR CERTIFICATION OF LOT LINE ADJUSTMENT 2002-07 APPROVAL", AS EVIDENCED BY DOCUMENT RECORDED JUNE 26, 2002 AS INSTRUMENT NO. 200208119 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 22, T. 14 N., R. 4 E., M. D. B.&M. IN YUBA COUNTY, CALIFORNIA AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 22 AND BEING MARKED BY A BRASS MONUMENT STAMPED LS3341 IN A MONUMENT WELL AS SHOWN ON RECORD OF SURVEY NO. 2000-15, FILED IN BOOK 72 OF MAPS, PAGE 34, YUBA COUNTY RECORDS; THENCE SOUTH 0° 28' 11" EAST, ALONG THE LINE DIVIDING SAID SECTION 22 INTO EAST AND WEST HALVES, 2650.73 FEET TO A BRASS MONUMENT STAMPED LS3341 IN A MONUMENT WELL AS SHOWN ON SAID RECORD OF SURVEY NO. 2000-15 AND MARKING THE CENTER OF SAID SECTION 22; THENCE NORTH 89° 31' 24" EAST, 65.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD; THENCE NORTH 0° 28' 11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD, 45.53 FEET TO A ½ IN. REBAR WITH LS3751 MARKING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 0° 28' 11" WEST, 1133.70 FEET; THENCE NORTH 5° 14' 27" EAST, 50.25 FEET; THENCE NORTH 0° 28' 11" WEST, 750.00 FEET TO A ½ IN. REBAR WITH LS3751; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD RUN NORTH 88° 00' 51" EAST, 1860.00 FEET TO A ½ IN. REBAR WITH LS3751; THENCE SOUTH 0° 28' 11" EAST, 1932.66 FEET TO A ½ IN. REBAR WITH LS3751; THENCE SOUTH 87° 59' 10" WEST, 1865.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 82.65 FEET MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA IN TRUST FOR THE ENTERPRISE RANCHERIA OF MAIDU INDIANS OF CALIFORNIA RECORDED ON MAY 16, 2013 AS INSTRUMENT NO. 2013R-006503 OF OFFICIAL RECORDS.

APN: 014-280-101-000



Exhibit "B-1"

Property Legal Description

**PARCEL 1**

All that certain real property situate in the County of Yuba, State of California, being a portion of the Northeast quarter of Section 22, Township 14 North, Range 4 East, M.D.B. & M., also being a portion of Parcel "C" as shown on Lot Line adjustment No. 2002-07, Recorded as Document No. 2002-08119, Yuba County Records, described as follows:

Commencing at the north quarter corner of said Section 22 and being marked by a brass monument stamped LS3341 in a monument well as shown on Record of Survey No. 2000-15, filed in Book 72 of Maps, page 34, Yuba County Records; thence South 00°28'11" East, along the line dividing said Section 22 into east and west halves, 2650.73 feet to a brass monument stamped LS3341 in a monument well as shown on said Record of Survey No. 2000-15 and marking the center of said Section 22; thence South 89°31'24" East, 65.00 feet to a point on the east right-of-way line of Forty Mile Road; thence North 00°28'11" West, along said east right-of-way line of Forty Mile Road, 45.53 feet to a 2" brass disk stamped MHM LS 5912 in a monument well and marking the southwest corner of said Parcel "C"; thence North 00°28'11" West, 1133.70 feet; thence North 05°14'27" East, 50.25 feet; thence North 00°28'11" West, 136.91 feet to a 2" brass disk stamped MHM LS 5912 in a monument well; thence North 00°28'11" West, 613.09 feet to a ½" rebar with cap LS 5912 marking the northwest corner of said Parcel "C" and also being Point A; thence leaving said east right-of-way line of Forty Mile Road, easterly along the north line of said Parcel "C", North 88°00'51" East, 539.63 feet; thence, leaving said north line of Parcel "C", South 00°00'00" West, 63.33 feet to the true point of beginning; thence from said point of beginning, North 90°00'00" West, 84.00 feet; thence South 00°00'00" East, 102.00 feet; thence North 90°00'00" West, 84.00 feet; thence North 00°00'00" East, 102.00 feet to the point of beginning. Containing 0.20 acres more or less.

Together with an easement for utilities benefiting Olivehurst Public Utility District, more particularly described as follows:

Commencing at said Point A; thence along the said east right-of-way line, North 00°28'11" West, 528.46 feet to the true point of beginning; thence from said point of beginning, North 00°28'11" West, 65.00 feet; thence leaving said east right-of-way line of Forty Mile Road, North 90°00'00" West, 1660.49 feet; thence South 00°00'00" East, 132.79 feet; thence South 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 107.79 feet; thence to North 90°00'00" West, 1101.35 feet; thence South 00°00'00" West, 40.00 feet; thence North 90°00'00" West, 539.14 feet to the point of beginning. Containing 1.50 acres more or less.

Together with an easement for access benefiting Olivehurst Public Utility District, more particularly described as follows:

Commencing at said Point A; thence, leaving said east right-of-way line of Forty Mile Road, North 87°59'10" East, 507.59 feet; to the true point of beginning; thence from said point of

beginning North 00°00'00" East, 510.60 feet; thence South 90°00'00" East, 1148.35 feet; thence South 00°00'00" East, 132.79 feet; thence South 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 107.79 feet; thence to North 90°00'00" West, 1101.35 feet; thence South 00°00'00" West, 102.00 feet; thence South 00°00'00" East, 33.00 feet; thence South 00°00'00" West, 446.49 feet; thence South 87°59'10" West 60.04 feet to the point of beginning. Containing 1.39 acres more or less. See Exhibit B-2 attached hereto and made a part of this description. The Basis of Bearings for this description is the same as shown on Record of Survey No. 2014-0007, Recorded in Book 95 of Maps, at Page 44, Yuba County Records.

## **PARCEL 2**

All that certain real property situate in the County of Yuba, State of California, being a portion of the Northeast quarter of Section 22, Township 14 North, Range 4 East, M.D.B. & M., also being a portion of Parcel "C" as shown on Lot Line adjustment No. 2002-07, Recorded as Document No. 2002-08119, Yuba County Records, described as follows:

Commencing at the north quarter corner of said Section 22 and being marked by a brass monument stamped LS3341 in a monument well as shown on Record of Survey No. 2000-15, filed in Book 72 of Maps, page 34, Yuba County Records; thence South 00°28'11" East, along the line dividing said Section 22 into east and west halves, 2650.73 feet to a brass monument stamped LS3341 in a monument well as shown on said Record of Survey No. 2000-15 and marking the center of said Section 22; thence South 89°31'24" East, 65.00 feet to a point on the east right-of-way line of Forty Mile Road; thence North 00°28'11" West, along said east right-of-way line of Forty Mile Road, 45.53 feet to a 2" brass disk stamped MHM LS 5912 in a monument well and marking the southwest corner of said Parcel "C"; thence North 00°28'11" West, 1133.70 feet; thence North 05°14'27" East, 50.25 feet; thence North 00°28'11" West, 136.91 feet to a 2" brass disk stamped MHM LS 5912 in a monument well and also being Point A; thence North 00°28'11" West, 613.09 feet to a ½" rebar with cap LS 5912 marking the northwest corner of said Parcel "C"; thence leaving said east right-of-way line of Forty Mile Road, easterly along the north line of said Parcel "C", North 88°00'51" East, 1661.65 feet to the true point of beginning; thence from said point of beginning, continuing along the north line of said Parcel "C", North 88°00'51" East, 198.35 feet to a ½" rebar with cap LS 5912 and marking the northeast corner of said Parcel "C"; thence, leaving said north line, southerly along the east line of said Parcel "C", South 00°28'11" East, 216.88 feet; thence, leaving said east line, North 90°00'00" West, 200.01 feet; thence North 00°00'00" West, 210.00 feet to the point of beginning. Containing 0.98 acres more or less.

Together with an easement for utilities benefiting Olivehurst Public Utility District, more particularly described as follows:

Commencing at said Point A; thence along the said east right-of-way line, North 00°28'11" West, 528.46 feet to the true point of beginning; thence from said point of beginning, North 00°28'11" West, 65.00 feet; thence leaving said east right-of-way line of Forty Mile Road, North 90°00'00" West, 1660.49 feet; thence South 00°00'00" East, 132.79 feet; thence South 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 107.79 feet; thence to North 90°00'00" West, 1101.35 feet; thence South 00°00'00" West, 40.00 feet; thence North 90°00'00" West, 539.14 feet to the point of beginning. Containing 1.50 acres more or less.

Together with an easement for access benefiting Olivehurst Public Utility District, more particularly described as follows:

Commencing at said Point A; thence, leaving said east right-of-way line of Forty Mile Road, North 87°59'10" East, 507.59 feet; to the true point of beginning; thence from said point of beginning North 00°00'00" East, 510.60 feet; thence South 90°00'00" East, 1148.35 feet; thence South 00°00'00" East, 132.79 feet; thence South 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 107.79 feet; thence to North 90°00'00" West, 1101.35 feet; thence South 00°00'00" West, 102.00 feet; thence South 00°00'00" East, 33.00 feet; thence South 00°00'00" West, 446.49 feet; thence South 87°59'10" West 60.04 feet to the point of beginning. Containing 1.39 acres more or less.

The Basis of Bearings for this description is the same as shown on Record of Survey No. 2014-0007, Recorded in Book 95 of Maps, at Page 44, Yuba County Records.

# Exhibit "B-2"

## Depiction of the Property

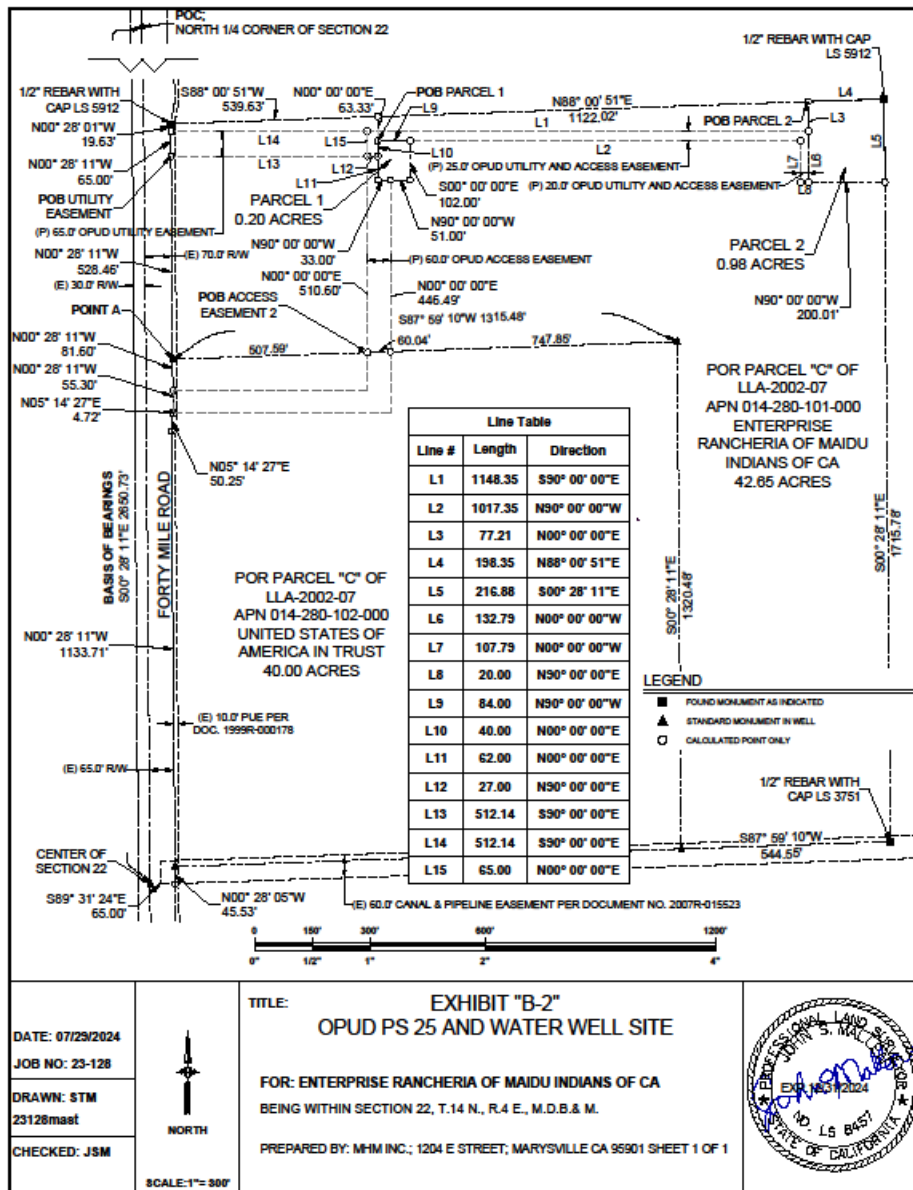


Exhibit "C"

**Recording Requested by:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APN:**

(This space for Recorders use only.)

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**No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.**

**GRANT DEED**

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the Enterprise Rancheria of Maidu Indians of California ("Grantor") hereby grants to the Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. ("Grantee"), the following described real property situated in the County of Yuba, State of California:

**SEE EXHIBIT "A"**

This conveyance is subject to taxes and assessments and all other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record or visible from an inspection of the property and all matters which an accurate survey of the property would disclose.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Enterprise Rancheria of Maidu Indians of California

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

Name: Glenda Nelson

Title: Tribal Chairperson

**Certificate of Acceptance**

This is to certify that the interest in real property conveyed by the foregoing deed or grant dated \_\_\_\_\_, 202\_, from the Enterprise Rancheria of Maidu Indians of California to the Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq., is hereby accepted by the undersigned \_\_\_\_\_ on behalf of the Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the \_\_\_\_\_ adopted on \_\_\_\_\_, \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Olivehurst Public Utility District, a public utility district  
formed and operating under California Public Utilities Code  
sections 15501 et seq.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 YUBA )

On \_\_\_\_\_, 202\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, 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)

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 YUBA )

On \_\_\_\_\_, 202\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, 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)



Exhibit "D"

PTR  
(see attached)



## First American Title Insurance Company

8311 W. Sunset Road, Suite 100  
Las Vegas, NV 89113

Karl Foster  
Mair Pfeffer Kim Geary & Cohen, LLP  
1970 Broadway , Ste 825  
Oakland, CA 94612-2206  
Phone: (650)704-3277

Customer Reference: 014-280-101-000

Escrow Officer: Leslie Hanes  
Phone: (707)577-1130  
Email: teamleslie@firstam.com

Buyer: Olivehurst Public Utility District

Owner: Estom Yumeka Maidu Tribe of the Enterprise Rancheria

Property: No Site Address, Unincorporated Area County of Yuba, CA

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 Exhibit A attached. *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 Exhibit A. 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 Exhibit A 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 as of November 26, 2024 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

Enterprise Rancheria of Maidu Indians of California

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
2. The land lies within the boundaries of proposed community facilities District No. 2014-1, (Clean Energy), as disclosed by a map filed December 21, 2015 in Book 2, Page 28 of maps of assessment and community facilities districts.
3. Taxes and assessments, if any, of the No. 784 Reclamation District.
4. An easement for a perpetual right and easement without recourse to compensation for damage therefrom past, present or future, for the inundation, flooding, flowage, passing and backing up of all waters of that portion of the Sacramento River Flood Control Project from the Bear River, North Dry Creek, Reed's Creek, Hutchinson Creek, Western Pacific Intercepting Canal, Clark Slough Lateral, South Dry Creek, Plumas Lake and the drainage canal from said lake to Bear River and the various creeks and tributaries of said streams and water course, which have and may hereafter, from time to time, inundate the lands and incidental purposes, recorded January 26, 1944 in Book 80, Page 240 of Official Records.

In Favor of: Sacramento and San Joaquin Drainage District  
Affects: As described therein

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

5. An easement for poles and incidental purposes, recorded November 12, 1946 in Book 104, Page 413 of Official Records.

In Favor of: Pacific Gas and Electric Company  
Affects: As described therein

6. Terms and provisions of an unrecorded lease dated June 25, 1991, by and between Hofman Ranch as lessor and Sacramento-Valley Limited Partnership, a California limited partnership as lessee, as disclosed by a Memorandum of Lease Agreement recorded February 05, 1992 as Instrument No. 92-1445 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

7. An easement for construction and operation of main canal extension and expansion project and incidental purposes, recorded June 23, 1993 as Instrument No. 93-7209 of Official Records.

In Favor of: South Yuba Water District, a California Water District  
Affects: As described therein

8. The terms and provisions contained in the document entitled "Resolution of South Yuba Water District" recorded July 29, 1997 as Instrument No. 97-7515 of Official Records.

9. An easement for pipeline and canal and incidental purposes, recorded June 26, 1998 as Instrument No. 98-7253 of Official Records.

In Favor of: Hofman Ranch, a partnership and the South Yuba Water District  
Affects: As described therein

10. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easements, Covenants and Restrictions Agreement" recorded January 08, 1999 as Instrument No. 99-184 of Official Records.

11. The terms, provisions and easement(s) contained in the document entitled "Agreement to Dedicate, Operate and Maintain Wastewater Facilities (Yuba County Motorplex)" recorded July 20, 2000 as Instrument No. 2000-7001 of Official Records.

The effect of a document entitled "Rescission of Agreement to Dedicate, Operate and Maintain Wastewater Facilities", recorded April 15, 2003 as Instrument No. 2003-5942 of Official Records.

12. The terms, provisions and easement(s) contained in the document entitled "Agreement for Encroachment Upon District Facilities" recorded January 31, 2001 as Instrument No. 200101181 of Official Records.

13. The effect of a map purporting to show the land and other property, filed in Book 72, Page 34 of Record of Surveys.

14. The terms, provisions and easement(s) contained in the document entitled "Encroachment Agreement" recorded December 21, 2001 as Instrument No. 2001-14635 of Official Records.

15. The effect of a map purporting to show the land and other property, filed in Book 73, Page 47 of Record of Surveys.

16. An easement for conveying or delivering water, canal, temporary construction and temporary irrigation channel and incidental purposes, recorded September 12, 2007 as Instrument No. 2007R-15523 of Official Records.  
In Favor of: South Yuba County Water District, A California Water District  
Affects: As described therein
17. The effect of a map purporting to show the land and other property, filed in Book 95, Page 44 of Record of Surveys.
18. Agreement by and between Yuba County Motorplex, LLC and Yuba County Entertainment, LLC recorded May 16, 2013 as Instrument No. 2013R-006502.
19. Lien for Unpaid Water Charges in favor of South Yuba Water District  
Against: Enterprise Rancheria  
Amount: \$2,749.22, and any other amounts due thereunder  
Recorded: July 31, 2024 as Instrument No. 2024-008043 of Official Records.
20. Water rights, claims or title to water, whether or not shown by the Public Records.
21. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
22. Rights of the public in and to that portion of the Land lying within any road, street and/or highway.
23. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
24. Rights of parties in possession.
25. The company will require the following documents:
  - o A copy of the Tribe's Constitution and bylaws;
  - o If an entity incorporated under 25 U.S.C. 5124, Section 17 of the Indian Reorganization Act is participating in the transaction, a copy of its federal charter as ratified by the governing body of the tribe;
  - o If a business entity created by the Tribe is participating in the transaction, evidence of the official action by the Tribe that resulted in such creation;
  - o Evidence that the person(s) executing documents on behalf of the Tribe, the Section 17 Corporation or the tribal business entity are duly and properly authorized to take such action;
  - o Any other documents that describe the Tribe's governance and the powers and authority of the Tribe's governing body.
  - o Upon review, the Company reserves the right to require additional authority documentation.
26. "If the Company is asked to perform escrow services in connection with the transaction the Company will require a Tribal Settlement Services Agreement on its form. Alternatively, a separate document

agreed upon by the Tribe and the Company that contains a clear and express waiver by the Tribe of its sovereign immunity, submission of jurisdiction to the courts of the United States of America or of the State where the land is located and a stipulation that the choice of law for disputes shall be the law of the State where the land is located, at its discretion. The Company will require sufficient documentation evidencing the authority of the individual signing on behalf of the Tribe to execute the Tribal Settlement Services Agreement."

27. "Applicability of or failure to comply with the Nonintercourse Act as set forth in Section 25 US Code § 177."

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. Taxes for proration purposes only for the fiscal year 2024-2025.  
First Installment: \$40,983.96, Paid  
Second Installment: \$40,983.96, Paid  
Tax Rate Area: 071019  
APN: 014-280-101-000
2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
    1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any



- amendments thereto (form LP-6) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendment;
  3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on

this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

Real property in the Unincorporated Area of the County of Yuba, State of California, described as follows:

PARCEL "C" AS SHOWN ON "YUBA COUNTY ZONING ADMINISTRATOR CERTIFICATION OF LOT LINE ADJUSTMENT 2002-07 APPROVAL", AS EVIDENCED BY DOCUMENT RECORDED JUNE 26, 2002 AS INSTRUMENT NO. 200208119 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 4 EAST, MOUNT DIABLO BASE & MERIDIAN IN YUBA COUNTY, CALIFORNIA AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 22 AND BEING MARKED BY A BRASS MONUMENT STAMPED LS3341 IN A MONUMENT WELL AS SHOWN ON RECORD OF SURVEY NO. 2000-15, FILED IN BOOK 72 OF MAPS, PAGE 34, YUBA COUNTY RECORDS; THENCE SOUTH 0° 28' 11" EAST, ALONG THE LINE DIVIDING SAID SECTION 22 INTO EAST AND WEST HALVES, 2650.73 FEET TO A BRASS MONUMENT STAMPED LS3341 IN A MONUMENT WELL AS SHOWN ON SAID RECORD OF SURVEY NO. 2000-15 AND MARKING THE CENTER OF SAID SECTION 22; THENCE NORTH 89° 31' 24" EAST, 65.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD; THENCE NORTH 0° 28' 11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD, 45.53 FEET TO A 1/2 IN. REBAR WITH LS3751 MARKING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 0° 28' 11" WEST, 1133.70 FEET; THENCE NORTH 5° 14' 27" EAST, 50.25 FEET; THENCE NORTH 0° 28' 11" WEST, 750.00 FEET TO A 1/2 IN. REBAR WITH LS3751; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF FORTY MILE ROAD RUN NORTH 88° 00' 51" EAST, 1860.00 FEET TO A 1/2 IN. REBAR WITH LS3751; THENCE SOUTH 0° 28' 11" EAST, 1932.66 FEET TO A 1/2 IN. REBAR WITH LS3751; THENCE SOUTH 87° 59' 10" WEST, 1865.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 82.65 FEET MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA IN TRUST FOR THE ENTERPRISE RANCHERIA OF MAIDU INDIANS OF CALIFORNIA RECORDED ON MAY 16, 2013 AS INSTRUMENT NO. 2013R-006503 OF OFFICIAL RECORDS.

APN: 014-280-101-000

**NOTICE**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
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.

**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.

<b>Your Deductible Amount</b>	<b><u>Our Maximum Dollar Limit of Liability</u></b>
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 RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - (a) that are created, allowed, or agreed to by you

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records  
(c) that result in no loss to you  
(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a. a fraudulent conveyance or fraudulent transfer; or
  - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

**EXCEPTIONS FROM COVERAGE**

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

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

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**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, 6, 13(c), 13(d), 14 or 16.
  - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
    - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
  6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
  9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - a. a fraudulent conveyance or fraudulent transfer, or
    - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**2021 ALTA LOAN POLICY (7-1-21)  
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 11, 13, or 14); 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 or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage 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 Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. 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**

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:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
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, geothermal resources, 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.

#### **2021 ALTA OWNER'S POLICY (7-1-21) 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**

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:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
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, geothermal resources, 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.