



First American Title Insurance Company
National Commercial Services
1201 Walnut Street, Suite 700
Kansas City, MO 64106

Barrett Fowler
Bank of America Corporate Workplace
nc2-150-03-06 , 13850 Ballantyne Corp Place
Charlotte , NC 28277
Phone: (980)386-1628

Customer Reference: CA2-103

Escrow Officer: Thomas Jensen
Phone:
Email: TJensen@firstam.com
Title Officer: Sheryl Snook
Phone: (816)421-7907

Property: 901 Hazel Street, Gridley, 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 March 23, 2015 at 7:30 A.M.

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

ALTA 2006 Loan Policy

ALTA Standard Owner Policy - 2006

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:

Bank of America National Trust and Savings Association, a national banking association

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

A fee.

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. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

Re-check supplemental taxes prior to the close of escrow.
3. The herein described land lies within the bounds of Sutter-Butte Flood Control Agency Assessment District, as contained in document recorded September 29, 2010 as Serial No. 2010-0033912 of Official Records.
4. The herein described land lies within the bounds of Reclamation District No. 833.
5. The fact that the land lies within the boundaries of the Gridley Redevelopment Project Area, as disclosed by the document recorded August 06, 2002 as Serial No. 2002-0040577 of Official Records.

Document re-recorded March 27, 2003 as Serial No. 2003-0019343 of Official Records.

Notice Regarding Real Property recorded December 17, 2007 as Serial No. 2007-0058188 of Official Records.

6. The terms and provisions contained in the document entitled Encroachment Agreement recorded June 23, 2000 as Serial No. 2000-0023427 of Official Records.
7. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

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| INFORMATIONAL NOTES |
|----------------------------|

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. Taxes for proration purposes only for the fiscal year 2014-2015.

| | |
|---------------------|------------------|
| First Installment: | \$2,915.66, PAID |
| Second Installment: | \$2,915.66, PAID |
| Tax Rate Area: | 003-024 |
| APN: | 009-201-016 |

2. 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

3. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Commercial Structure known as 901 Hazel St., Gridley, California 95948.

4. The Vestee herein acquired Title by Document (s) Recorded May 26, 1961 in Book 1118, Pages 235, 237 and 239.

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. 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. 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. 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. 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 City of Gridley, County of Butte, State of California, described as follows:

PARCEL I:

A PART OF LOT 8 IN BLOCK 11 OF THE CITY OF GRIDLEY, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 27, 1878, IN MAP BOOK 1, PAGE 41, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING AT THE INTERSECTION OF THE WESTERLY LINE OF KENTUCKY STREET WITH THE SOUTHERLY LINE OF HAZEL STREET AND RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, 46 FEET TO THE POINT OF COMMENCEMENT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET 80 FEET TO THE SOUTHERLY LINE OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 8, 20 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET, 80 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, 20 FEET TO THE POINT OF COMMENCEMENT.

PARCEL II:

A PART OF LOT 8 IN BLOCK 11 OF THE CITY OF GRIDLEY, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 27, 1878, IN MAP BOOK 1, PAGE 41, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 8 AND RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, 21 1/2 FEET TO POINT OF COMMENCEMENT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET 50 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 8, 6 INCHES; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET, 30 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 8; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 8, 23 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET, 80 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 8; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, 22 1/2 FEET TO THE POINT OF COMMENCEMENT.

PARCEL III:

A PART OF LOT 7 IN BLOCK 11 OF THE CITY OF GRIDLEY, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 27, 1878 IN MAP BOOK 1, PAGE 41, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN KENTUCKY STREET IN SAID CITY OF GRIDLEY AT THE CORNER COMMON TO LOTS 7 AND 8; THENCE SOUTHERLY ALONG THE WEST LINE OF KENTUCKY STREET, 20 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF HAZEL STREET, 110 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 7, 20 FEET TO THE CORNER COMMON TO LOTS 7 AND 8; THENCE EASTERLY ALONG THE LINE BETWEEN SAID LOTS 7 AND 8, 110 FEET TO THE POINT OF COMMENCEMENT.

PARCEL IV:

A PORTION OF LOT 8 IN BLOCK 11 OF THE CITY OF GRIDLEY, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 27, 1878, IN MAP BOOK 1, PAGE 41, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT BEING AT THE INTERSECTION OF THE WESTERLY LINE OF KENTUCKY STREET WITH THE SOUTHERLY LINE OF HAZEL STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 46 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET 80 FEET TO THE SOUTHERLY LINE OF SAID LOT 8; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 8 A DISTANCE OF 46 FEET TO A POINT ON THE WESTERLY LINE OF SAID KENTUCKY STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF KENTUCKY STREET, 80 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A PORTION OF LOT 8 IN BLOCK 11 OF THE CITY OF GRIDLEY, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 27, 1878, IN BOOK 1 OF MAPS, AT PAGE 41, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 21 1/2 FEET TO A POINT; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET A DISTANCE OF 50 FEET TO A POINT; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 8 A DISTANCE OF 6 INCHES; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF KENTUCKY STREET, A DISTANCE OF 30 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 21 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 8 A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING.

APN: 009-201-016

NOTICE I

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.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

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

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

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

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

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

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

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.

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; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (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.

| <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|--|---|
| 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 protection

This 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 land
- This 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 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.

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.

25064

Recorded at the request of

RECORDED AT THE REQUEST OF

BOOK 1118 PAGE 235

BUTTE COUNTY TITLE CO.

MAY 26 1961

at 47 min. past 4 o'clock

M. Vol. page

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By DEPUTY RECORDER

Fee \$2.80

Return to

Continental Service Co

240 Fifth St

San Francisco 3, Calif

Attn: Navy Dept

30.20



GRANT DEED, (Individual)

For value received CHARLES H. BROWN also known as CHAS. H. BROWN and
GERTRUDE BROWN, his wife and INEZ B. KEMPEN formerly INEZ
B. WILLIAMS and ALFRED KEMPEN, her husbandGRANT to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national
banking association

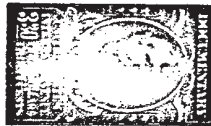
all that real property situate in the

CITY OF GRIDLEY,

County of

BUTTE

State of California, described as follows:



PARCEL ONE:

A part of Lot 8 in Block 11 of the City of Gridley, according to the
official map thereof filed in the office of the Recorder of the County
of Butte, State of California, February 27, 1878 in Map Book "1"
page 41, described as follows, to-wit:Commencing at the northeast corner of said Lot 8, said point being at
the intersection of the westerly line of Kentucky Street with the
southerly line of Hazel Street and running thence westerly along the
northerly line of said Lot 8, 46 feet to the point of commencement;
thence southerly parallel with the westerly line of Kentucky Street
80 feet to the southerly line of said Lot 8, thence westerly along
the southerly line of said Lot 8, 20 feet to a point; thence northerly
parallel with the westerly line of Kentucky Street, 80 feet to a
point in the northerly line of said Lot 8, thence easterly along the
northerly line of said Lot 8, 20 feet to the point of commencement.ALSO, commencing at the northwesterly corner of said Lot 8 and running
thence easterly along the northerly line of said Lot 8, 21-1/2 feet to
point of commencement; thence southerly parallel with the westerly line
of Kentucky Street 50 feet to a point; thence westerly parallel with
the northerly line of said Lot 8, 6 inches; thence southerly parallel
with the westerly line of Kentucky street, 30 feet to a point in the
southerly line of said Lot 8; thence easterly along the southerly line
of said Lot 8, 23 feet to a point; thence northerly parallel with the
westerly line of Kentucky Street, 80 feet to a point in the northerly line
of said Lot 8; thence westerly along the northerly line of said Lot 8,
22 1/2 feet to the point of commencement.

PARCEL TWO: AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

A part of Lot Seven (7) in Block Eleven (11) of the City of Gridley,
according to the official map thereof filed in the office of the Recorder
of the County of Butte, State of California, February 27, 1878 in Map
Book "1" page 41, described as follows:Commencing at a point in Kentucky Street in said City of Gridley
at the corner common to Lots 7 and 8; thence southerly along the
west line of Kentucky Street, 20 feet; thence westerly parallel with the
south line of Hazel Street, 110 feet to the west line of said Lot 7;
thence northerly along the west line of Lot 7, 20 feet to the corner
common to Lots 7 and 8; thence easterly along the line between said
Lots 7 and 8, 110 feet to the point of commencement.25064
MAY 26 1961

25064

BOOK 1118 PAGE 236

MAY 26 1961
25064

Dated February 9, 1961

+ Chas H Brown
+ Inez B Kempken
+ Gertrude B. Brown
+ Alfred Kempken

STATE OF CALIFORNIA

County of San Joaquin } ss.
On February 27, 1961, before me, AA Pegg, a Notary Public,
in and for said County and State, personally appeared Chas H Brown, Inez B Kempken, Gertrude
Brown and Alfred Kempken
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
My commission expires _____

Recorded at the request of

25065

BOOK 1118 PAGE 237

Return to

Continental Service Co.
260 Fifth St
San Francisco 3, Calif
Attn: Harry Drexel

RECORDED AT THE REQUEST OF

BUTTE COUNTY TITLE CO

MAY 26 1961

at 48 min. past 7 o'clock

P. M. Vol. page

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By Fee \$ 2.80 DEPUTY RECORDER

30.25

GRANT DEED (Individual)

For value received

AILEEN MEYERS, as Trustee under the Will of James Omby,
deceased

GRANTS to BANK OF AMERICA, NATIONAL TRUST AND SAVINGS ASSOCIATION,
a national banking association

all that real property situate in the City of Gridley,

County of

Butte

, State of California, described as follows:

PARCEL ONE:

A portion of Lot 8 in Block 11 of the City of Gridley, according to the official map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878 in Map Book "1", page 41, described as follows, to-wit:

Beginning at the Northeast corner of said Lot 8, said point being at the intersection of the westerly line of Kentucky Street with the Southerly line of Hazel Street; thence westerly along the Northerly line of said Lot 8, a distance of 46 feet; thence southerly parallel with the westerly line of Kentucky Street 80 feet to the Southerly line of said Lot 8; thence Easterly along the southerly line of said Lot 8 a distance of 46 feet to a point on the Westerly line of said Kentucky Street; thence Northerly along the Westerly line of Kentucky Street, 80 feet to the point of beginning.

PARCEL TWO:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

A part of Lot Seven (7) in Block Eleven (11) of the City of Gridley, according to the official map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878 in Map Book "1" Page 41, described as follows:

Commencing at a point in Kentucky Street in said City of Gridley at the corner common to Lots 7 and 8; thence southerly along the West line of Kentucky Street, 20 feet; thence Westerly parallel with the South line of Hazel Street, 110 feet to the west line of said Lot 7; thence Northerly along the West line of Lot 7, 20 feet to the corner common to Lots 7 and 8; thence easterly along the line between said Lots 7 and 8, 110 feet to the point of commencement.

By Commission Expires May 31, 1965

Frederick A. Hill Attorney Public

25065

MAY 26 1961

Recorded at the request of

25065

BOOK 1118 PAGE 237

RECORDED AT THE REQUEST OF
SUTTER COUNTY TITLE CO.

BOOK 1118 PAGE 238

MAY 26 1961
25065

Dated February 7, 1961
March 10, 1961

Aileen Meyers
Aileen Meyers
Aileen Meyers, as Trustee under the Will of
James Ownby, deceased

STATE OF CALIFORNIA
San Francisco County of San Francisco } ss.

On March 1st, 1961 before me, Fred A. Hill Jr. a Notary Public,
in and for said County and State, personally appeared Aileen Meyers, known to me to be
the Trustee under the Will of James Ownby, deceased
as Trustee and acknowledged to me that she executed the same.
My commission expires Jan 31, 1965

Fred A. Hill Jr.
Fred A. Hill Jr. Notary Public

Recorded at the request of

Return to

Continental Service Co.
260 Fifth St
San Francisco 3, Calif.
ATTN: Harry Drexel

25066

BOOK 1118 PAGE 239

RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO.

MAY 26 1961

at 49 min. past 4 o'clock

P. M. Vol. page

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By DEPUTY RECORDER
Fee \$ 2.80

12.65



GRANT DEED (Individual)

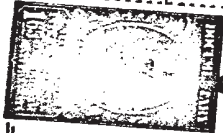
For value received LEE B. THOMPSON & MARJORIE M. THOMPSON, his wife, CECIL THOMPSON AND FRANCES THOMPSON, his wife, CYDARIA KEMPE and ADOLPH J KEMPE, wife & husband

GRANT to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association

all that real property situate in the CITY OF GRIDLEY,

County of BUTTE

State of California, described as follows:



L

A portion of Lot 8 in Block 11 of the City of Gridley, according to the official map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878 in Book "1" of Maps, at page 41, and more particularly described as follows:

Beginning at the Northwest corner of said Lot 8; thence Easterly along the Northerly line of said Lot 8, a distance of 21 feet to a point; thence Southerly and parallel with the Westerly line of Kentucky Street a distance of 50 feet to a point; thence Westerly parallel with the Northerly line of said Lot 8 a distance of 6 inches; thence southerly and parallel with the Westerly line of Kentucky Street, a distance of 30 feet to a point on the Southerly line of said Lot 8; thence Westerly along the Southerly line of said Lot 8 a distance of 21 feet to a point at the Southwest corner of said Lot 8; thence Northerly along the Westerly line of said Lot 8 a distance of 80 feet to the point of beginning.

to me that they executed the same.

My commission expires Mar. 20, 1961

D. C. Daw
Notary Public in and for Sonoma County, State of California.

STATE OF CALIFORNIA,

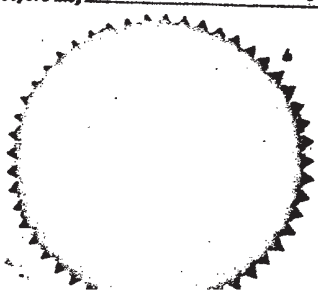
County of BUTTE

On this 16th day of MARCH in the year one thousand nine hundred and sixty one
before me, MILDRED H. MC MAINS a Notary Public in and for the said County of

BUTTE State of California, duly commissioned and sworn, personally appeared LEE B. THOMPSON, and MARJORIE H. THOMPSON, his wife

known to me to be the person whose name are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Butte the day and year in this certificate first above written.



Mildred H. McMain

4440

MAY 26 1961
25066

Recorded at the request of

Return to

Continental Service Co.
260 Fifth St
San Francisco 3, Calif.
ATTN: Harry Dresel

25066

BOOK 1118 PAGE 239

RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO

MAY 26 1961

at 49 min. past 4 o'clock

P. M. Vol. page

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By Fee \$ 2.80 DEPUTY RECORDER

12.65



GRANT DEED (Individual)

For value received LEE B. THOMPSON & MARJORIE M. THOMPSON, his wife, CEDIL THOMPSON AND FRANCES THOMPSON, his wife, CYDARIA KEMPPE and ADOLPH J KEMPPE, wife & husband

GRANT to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association

all that real property situate in the CITY OF GRIDLEY,

County of

BUTTE

, State of California, described as follows:

State of California, } ss.
County of Sonoma }

On March 14, 1961, before me, D. C. DAW, a Notary

in and for said County and State, personally appeared

CYDARIA KEMPPE and ADOLPH J. KEMPPE

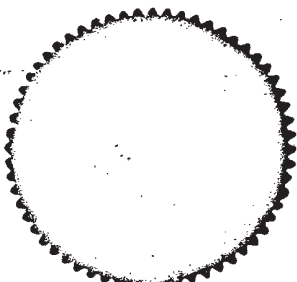
known to me to be the person^s whose name^s are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires Mar. 20, 1961

D. C. Daw
Notary Public in and for Sonoma County, State of California.

MAY 26 1961
25066

State of California } ss.
County of Alameda }



On this 10th day of March, 1961, in the year One Thousand Nine Hundred and Sixty-One, before me Phyllis S. Rice, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Cecil Thompson and Frances Thompson

known to me to be the person^s described in and whose names they subscribed to the within instrument,

and they acknowledged to me that they executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

GENERAL ACKNOWLEDGMENT

My Commission Expires My Commission Expires Dec. 23, 1963
Form 1411A PICA Oakland Calif.

Phyllis S. Rice

BOOK 1118 PAGE 240

Recorded at the request of

Return to
Continental Service Co.
260 Fifth St
San Francisco 3, Calif.
ATTN: *Harry Drexel*

25066

BOOK 1118 PAGE 239

RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO.

MAY 26 1961

at *49* min. past *4* o'clock

P. M. Vol. _____ page _____

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By _____ DEPUTY RECORDER
Fee \$ *2.80*

12.65



GRANT DEED (Individual)

For value received LEE B. THOMPSON & MARJORIE M. THOMPSON, JECIL THOMPSON AND
FRANCES THOMPSON, his wife, CYDARIA KEMPPE and ADOLPH J KEMPPE, wife & husband

GRANT to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national
banking association

all that real property situate in the CITY OF GRIDLEY,

County of BUTTE, State of California, described as follows:



MAY 26 1961
25066

Dated February 9, 1961

STATE OF CALIFORNIA

County of _____

On _____, 19____, before me, _____, a Notary Public,
in and for said _____ County and State, personally appeared _____

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.
My commission expires _____

Notary Public

Lee B. Thompson
Marjorie M. Thompson
Jeck Thompson
Frances Thompson
Cydaria Kemppe
Adolph J. Kemppe

RECORDING REQUESTED BY
SUTTER-BUTTE FLOOD CONTROL AGENCY
WHEN RECORDED MAIL TO

NAME Bill Edgar
Interim Executive Director
Sutter-Butte Flood Control Agency
MAILING ADDRESS 1227 Bridge Street, Suite C
CITY, STATE ZIP CODE Yuba City, CA 95991



2010-0033912

| | | |
|-----------------------|---------|-------------|
| Recorded | REC FEE | 14.00 |
| Official Records | | |
| County of Butte | | |
| CANDACE J. GRUBBS | | |
| County Clerk-Recorder | | |
| 12:29PM 29-Sep-2010 | BW | Page 1 of 1 |

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

NOTICE OF ASSESSMENT

Sutter-Butte Flood Control Agency, a joint powers authority whose members are Sutter County, Butte County, the cities of Yuba City, Live Oak, Biggs and Gridley, and Levee Districts 1 and 9, State of California

Sutter-Butte Flood Control Agency Assessment District

I, Kimberly Hoover, Clerk of the Sutter-Butte Flood Control Agency, State of California, acting pursuant to the requirements of Section 3114 of the Streets and Highway Code DO HEREBY GIVE NOTICE that an Assessment and Diagram for Sutter-Butte Assessment District were filed in the office of Sutter Butte Flood Control Agency and that said Assessment and Diagram relate to real property situated in Sutter County and Butte County, State of California being those certain lots and parcels of real property shown and designated on the Assessment Diagram entitled:

**Assessment Diagram Sutter Butte Flood Control Agency Assessment District
Counties of Sutter and Butte, State of California**

which was filed on September 29, 2010, in the office of the Recorder of the County of Butte, State of California, in Book 10 of Maps of Assessment Districts, at Page No. 12-52. Document# 2010-33911

I further give notice hereby that, upon recording of this notice in the Office of the Recorder of the County of Butte, the several assessment amounts assessed in said Assessment of the lots and parcels of real property shown on said filed Assessment Diagram shall become a lien upon the lots and parcels of real property so assessed, respectively.

Dated: 9-29-2010

Kimberly Hoover
Clerk of the Sutter-Butte Flood Control Agency
Kimberly Hoover



2002-0040577

WHEN RECORDED RETURN TO:

City of Gridley)
685 Kentucky Street)
Gridley, CA 95948)
Attention: Jack Slota, City Administrator)
No filing fee as per Government Code Section 27363

| | | |
|---------------------|--------------|-----|
| Recorded | REC FEE | .00 |
| Official Records | CONFORM | .00 |
| County Of | | |
| BUTTE | | |
| CANDACE J. GRUBBS | | |
| Recorder | | |
| ROSEMARY DICKSON | | |
| Assistant | Fay | |
| 10:12AM 06-Aug-2002 | Page 1 of 12 | |

NOTICE OF ADOPTION OF REDEVELOPMENT PLAN FOR THE GRIDLEY
REDEVELOPMENT PROJECT

12 -
/

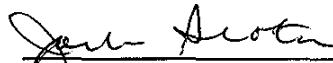
NOTICE IS HEREBY GIVEN, pursuant to Section 33373 of the California Community Redevelopment Law (the "Community Redevelopment Law"), Health and Safety Code Sections 33000, et seq., that the City Council of the City of Gridley (the "City Council") adopted on July 15, 2002, Ordinance No. 714-2002 approving and adopting the Redevelopment Plan for the Gridley Redevelopment Project (the "Redevelopment Plan").

Proceedings for the redevelopment of the territory included in the Gridley Redevelopment Project (the "Project Area") have been initiated pursuant to the Community Redevelopment Law.

A legal description and a map of the Project Area are included herewith as Exhibit "A" and incorporated herein by this reference.

This notice has been filed for recordation with the County Clerk-Recorder of Butte by the order of the City Council of the City of Gridley, California.

Dated: 8-2-02



Jack Slota, City Administrator
City of Gridley

Attachments

EXHIBIT A-1

**LEGAL DESCRIPTION OF
PROJECT AREA**

June 27, 2002

LEGAL DESCRIPTION
GRIDLEY REDEVELOPMENT AGENCY
GRIDLEY
REDEVELOPMENT PROJECT

This Legal Description is to be used in conjunction with the Boundary Map of Gridley Redevelopment Project. The course numbers on the description correspond with the course number shown on the Boundary Map. All of that certain real property in the, County of Butte, State of California described as follows:

Portions of this redevelopment project extend into unincorporated area of the County of Butte

POB

Beginning at the intersection of the south Right-of-Way line of Locust Street, 66 feet wide with the west Right-of-Way line of Idaho Street, 66 feet wide; thence

1. North a distance of 1,250 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Magnolia Street, 66 feet wide; thence
2. East a distance of 700 feet more or less along said north Right-of-Way line to its intersection with the east Right-of-Way line of Magnolia Street 66 feet wide; thence
3. South a distance of 400 feet more or less along said east Right-of-Way line to its intersection with the north Right-of-Way line of Laurel Street, 66 wide; thence
4. East a distance of 250 feet more or less along said north Right-of-Way line to its intersection with the west Right-of-Way line of California Street, 66 feet wide; thence
5. North a distance of 780 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Sycamore Street, 62.4 feet wide; thence
6. East a distance of 980 feet more or less along said north Right-of-Way line to its intersection with the northeast line of Lot No. 4, Block 45 of City of Gridley as shown on Map of Record in Book 1, Page 41 of maps, Records of said County; thence
7. Northwest a distance of 680 feet more or less along said northeast line and its northwesterly prolongation to its intersection with the southeast Right-of-Way line of Spruce Street, 80 feet wide; thence

8. Southwest a distance of 150 feet more or less along said southeast Right-of-Way to its intersection with the southwest Right-of-Way line of Indiana Street, 82.97 feet wide; thence
9. Northwest a distance of 400 feet more or less along said southwest Right-of-Way line to its intersection with the south Right-of-Way line of Oak Avenue, 80 feet wide; thence
10. West a distance of 500 feet more or less along said south Right-of-Way line to its intersection with the west Right-of-Way line of California Street, 80 feet wide; thence
11. North a distance of 360 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Peach Street, 60 feet wide; thence
12. East a distance of 230 feet more or less along said north Right-of-Way line to its intersection with a line 153 feet easterly and parallel with the east line of California Street also being the west line of a 36 foot alley; thence
13. North a distance of 440 feet more or less along said parallel line to its intersection with the north Right-of-Way line of Pecan Street, 80 feet wide; thence
14. East a distance of 380 feet more or less along said north Right-of-Way line to its intersection with a line, 128 feet wide, westerly and parallel with the west Right-of-Way line of Vermont Street, 60 feet wide, also being the east line of a 16 foot alley; thence
15. North a distance of 490 feet more or less along said parallel line to its intersection with the north line of Lot No. 8, Block 6 of Veatch and McCallum Addition as shown on Map of Record in Book 4, Page 60 of Maps, Records of said County, thence
16. East a distance of 128 feet more or less along said north line to its intersection with the west Right-of-Way of Vermont Street, 60 feet wide; thence
17. South a distance of 50 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Bridgeford Street, 60 feet wide; thence
18. East a distance of 190 feet more or less along said north Right-of-Way line to its intersection with the west line of Lot No. 8, Block 7 of said Veatch and McCallum Addition also being the east line of 16 foot alley; thence
19. North a distance of 400 feet more or less along said east line to its intersection with the north line of said Veatch and McCallum Addition; thence
20. East a distance of 740 feet more or less along said north line to its intersection with the northeast Right-of-Way line of the Southern Pacific Railroad, 100 feet wide; thence

21. Southeast a distance of 50 feet more or less along said northeast Right-of-Way line to its intersection with the westerly prolongation of the north line of Pheasant Run Subdivision as shown on Map of Record in Book 80, Page 99 of Maps, Records of said County; thence
22. East a distance of 1200 feet more or less along said prolongation and said north line to its intersection with the west line of Record of Survey as shown on Map of Record in Book 110, Page 87 of Records of Survey, Records of said County; thence
23. South a distance of 399.44 feet more or less along said west line to its intersection with the south line of said Record of Survey; thence
24. East a distance of 285 feet more or less along said south line to its intersection with the east line of said Record of Survey; thence
25. North a distance of 49.04 feet along said east line and northerly and northeasterly 200' more or less along a curve concave to the southeast to its intersection with the north Right-of-Way line of Ford Avenue; thence
26. East a distance of 933 feet more or less along said north Right-of-Way line and its easterly prolongation to its intersection with the southerly prolongation of the City of Gridley boundary line within the Right-of-Way line of U.S. Highway 99 East; thence
27. North a distance of 660 feet more or less along said prolongation and said City boundary line to its intersection with a line 412 feet northerly and parallel with the north line of Rancho De Las Plumas as shown on Map of Record in Book 21, Page 20 and 21 of Maps, Records of said County; thence
28. East a distance of 147 feet more or less along said parallel line to its intersection with a line 100 feet easterly and parallel with the east Right-of Way line of U.S. Highway 99; thence
29. South a distance of 115 feet more or less along said parallel line to its intersection with a line 297 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
30. West a distance of 100 feet more or less along said parallel line to its intersection with the east Right-of-Way line of U.S. Highway 99; thence
31. South a distance of 45 feet more or less along said east Right-of-Way line to its intersection with a line 252 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
32. East a distance of 120 feet more or less along said parallel line to its intersection with a line 120 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 99; thence

33. South a distance of 102 feet more or less along said parallel line to its intersection with a line 150 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
34. East a distance of 30 feet more or less along said parallel line to its intersection with a line 165 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 395; thence
35. South a distance of 150 feet more or less along said parallel line to its intersection with the north line of said Rancho De Las Plumas; thence
36. East a distance of 641 feet more or less along said north line to its intersection with the east line of said Rancho De Las Plumas; thence
37. South a distance of 689.28 feet more or less along said east line to its intersection with the south line of said Rancho De Las Plumas; thence
38. East a distance of 1,520 feet more or less along the easterly prolongation of said south line to its intersection with the northwest Right-of-Way line of Sutter Butte Canal Lateral No. 4; thence
39. Southwesterly a distance of 1,800 feet more or less along said northwest Right-of-Way line to its intersection with a line 265 feet northerly and parallel with the north Right-of-Way line of east Gridley Road; thence
40. West a distance of 456.8 feet more or less along said parallel line to its intersection with a line 1,350 feet easterly and parallel with the centerline of U.S. Highway 99; thence
41. South a distance of 265 feet more or less along said parallel line to its intersection with the north Right-of-Way line of east Gridley Road; thence
42. West a distance of 50 feet more or less along said north Right-of-Way line to its intersection with the west Right-of-Way line of Bonnell Avenue; thence
43. South a distance of 1350 feet more or less along said west Right-of-Way line to its intersection with the easterly prolongation of the south line of Parcel Map as shown on map recorded in Book 71, page 37 of Parcel Maps, records of said County; thence
44. West a distance of 350 feet more or less along easterly prolongation to its intersection with the northwest Right-of-Way line of said Sutter Butte Canal Lateral No. 4; thence

NOTE: COURSES 45 THROUGH 50 HAVE BEEN DELETED

51. South 17° West a distance of 300 feet more or less along west Right-of-Way line to its intersection with the northwest Right-of-Way line of said Lateral #4; thence
52. South $55^{\circ} 54'$ West a distance of 600 feet more or less along said northwest Right-of-Way line to its intersection with the north Right-of-Way line of said Lateral #4; thence
53. West a distance of 276 feet more or less along said north Right-of-Way line to its intersection with the east Right-of-Way line of U.S. Highway 99; thence
54. South a distance of 40 feet more or less along said east Right-of-Way line to its intersection with the north Right-of-Way line of Archer Avenue; thence
55. East a distance of 231 feet more or less along said north Right-of-Way line to its intersection with a line 231 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 99; thence
56. South a distance of 311 feet more or less along said parallel line to its intersection with the southeast line of and unrecorded Parcel Map No. 42; thence
57. North 73° East a distance of 142 feet more or less along said southeast line to its intersection with the east line of said unrecorded Parcel Map No. 42; thence
58. North a distance of 70 feet more or less along said east line to its intersection with the south line of Parcel Map recorded in Book 46, Page 95 of Parcel Maps, Records of said County; thence
59. East a distance of 264 feet more or less along said south line to its intersection with the west line of Parcel Map as shown on Map of Record in Book 87, Page 10 of Parcel Maps, Records of said County; thence
60. South a distance of 150 feet more or less along said west line to its intersection with the south line of last mentioned Parcel Map; thence
61. East a distance of 354.57 feet more or less along said south line to its intersection with the east line of Parcel 2 of said last mentioned Parcel Map; thence
62. South a distance of 330 feet more or less along the southerly prolongation of said east line to its intersection with the north line of Lot 41 of Gridley Colony No. 6 as shown on Map of Record in Book 5, Page 20 of Maps, Records of said County; thence
63. West a distance of 462 feet more or less along said north line to its intersection with the west line of said Lot No. 41; thence
64. South a distance of 660 feet more or less along said west line to its intersection with the north Right-of-Way line of Obermeyer Avenue, 40 feet wide; thence

65. East a distance of 135 feet more or less along said north Right-of-Way line to its intersection with the east line of Ayers Housing Project as shown on Map of Record in Book 18, Page 30 of Maps, Records of said County; thence
66. South a distance of 700 feet more or less along said east line and its southerly prolongation to its intersection with the north line of Lot No. 49 of said Gridley Colony No. 16; thence
67. East a distance of 100 feet more or less along said north line to its intersection with a line 132 feet easterly and parallel with the west line of said Lot No. 49; thence
68. South a distance of 697 feet more or less along said parallel line to its intersection with the south Right-of-Way line of Sheldon Avenue; thence
69. West a distance of 335 feet more or less along said south Right-of-Way line to its intersection with a line 160 feet westerly and parallel with the west line of Lot No. 52 of said Gridley Colony No. 6; thence
70. South a distance of 230 feet more or less along said parallel line to its intersection with a line 230 feet southerly and parallel with the south Right-of-Way line of Sheldon Avenue; thence
71. East a distance of 112 feet more or less along said parallel line to its intersection with a line 48 feet westerly and parallel with the west line of said Lot No. 52; thence
72. South 77° West a distance of 85 feet more or less ; thence
73. South 57° West a distance of 76.96 feet more or less to its intersection with a line 220 feet westerly and parallel with the west line of said Lot No. 52; thence
74. South a distance of 369.46 feet more or less along said parallel line to its intersection with the north line of Sunset Village Subdivision as shown on Map of Record in Book 31, Page 16 of Maps, Records of said County; thence
75. East a distance of 850 feet more or less along said north line to its intersection with the east line of said Sunset Village Subdivision; thence
76. South a distance of 660 feet more or less along said east line to its intersection with a line 330 feet southerly and parallel with the south line of said Sunset Village Subdivision; thence
77. West a distance of 1,240 feet more or less along said parallel line to its intersection with the centerline of U.S. Highway 99 East; thence
78. North a distance of 720 feet more or less along said centerline to its intersection with the centerline of Liberty Road; thence

79. West a distance of 1,470 feet more or less along said centerline to its intersection with a line 1,100 feet easterly and parallel with the east line of Lot No. 32 of Gridley Colony No. 4 as shown on Map of Record in Book 6 Page 8 of Maps, Records of said County; thence
80. North a distance of 310 feet more or less along said parallel line to its intersection with a line 278 feet northerly and parallel with the north Right-of-Way line of west Liberty Road; thence
81. West a distance of 738 feet more or less along said parallel line to its intersection with the northeast Right-of-Way line of the Morrison Slough Drainage District No. 2056; thence
82. North 52° West a distance of 440 feet more or less along said northeast Right-of-Way line to its intersection with the east line of said Lot No. 32; thence
83. North a distance of 1,180 feet more or less along said east line and its northerly prolongation to its intersection with the southeast Right-of-Way line of said Drainage District No. 2056; thence
84. North 50° East a distance of 1,300 feet more or less along said southeast Right-of-Way line to its intersection with a line 515 feet southwesterly and parallel with the southwest Right-of-Way line of the Southern Pacific Railroad Right-of-Way line, 100 feet wide; thence
85. North 15° West a distance of 693 feet more or less along said parallel line to its intersection with the south line of Wheeler Addition; thence
86. West a distance of 35 feet more or less along said south line to its intersection with the northeast line of said Wheeler Addition; thence
87. North 15° West a distance of 400 feet more or less along said northeast line; thence
88. North 39° West a distance of 300 feet more or less along said northeast line to its intersection with the north line of said Wheeler Addition; thence
89. West a distance of 420 feet more or less along said north line to its intersection with the east Right-of-Way line of Vermont Street; thence
90. South a distance of 270 feet more or less along said East Right-of-Way to its intersection with the centerline of Locust Street; thence
91. West a distance of 170 feet more or less along said centerline to its intersection with a line 105.90 feet westerly and parallel with the west Right-of-Way line of Vermont Street; thence

92. South a distance of 396 feet more or less along said parallel line to its intersection with a line 396 feet southerly and parallel with the south Right-of-Way line of Locust Street; thence
93. West a distance of 330 feet more or less along said parallel line to its intersection with the east Right-of-Way line of Bowwood Street; thence
94. South a distance of 33 feet more or less along said east Right-of-Way line to its intersection with the south Right-of-Way line of Yew Street, 66 feet wide; thence
95. West a distance of 835 feet more or less along said south Right-of-Way to its intersection with line 454 feet easterly and parallel with the east Right-of-Way line of Oregon a Street; thence
96. South a distance of 65 feet more or less along said parallel line to its intersection with a line 65 feet southerly and parallel with the south Right-of-Way line of Yew Street; thence
97. West a distance of 520 feet more or less along said parallel line to its intersection with the west Right-of-Way line of Oregon Street; thence
98. North a distance of 460 feet more or less along said west Right-of-Way to it intersection with the south Right-of-Way line of Locust Street; thence
99. West a distance of 640 feet more or less along said south Right-of-Way line to the True Point of Beginning.

EXCEPTION

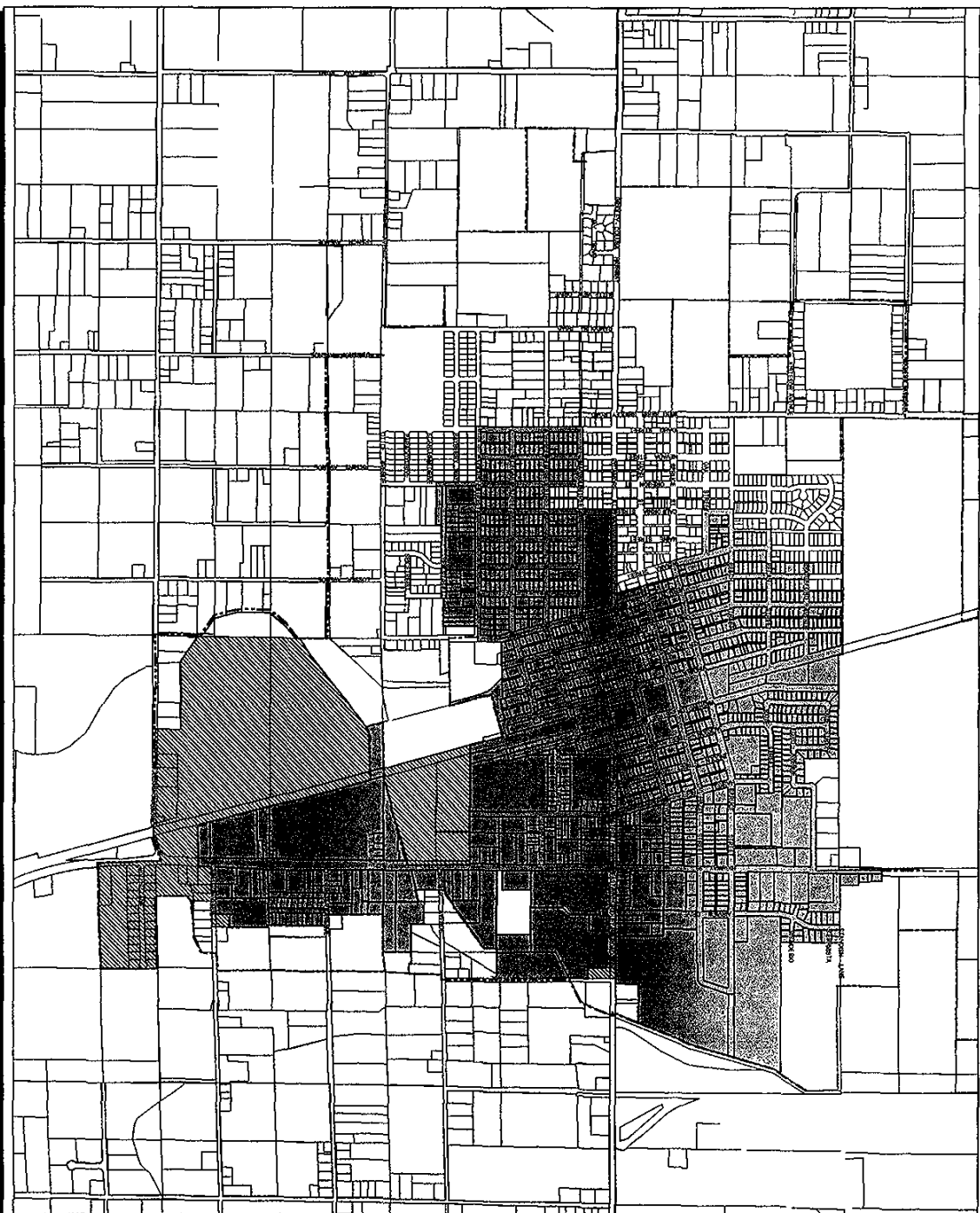
POB

Beginning at the intersection of the east Right-of-way line of State Highway 99, 100 feet wide with the south line of Parcel Map as shown on Map of Record in Book 71, Page 37 of Parcel Maps, Records of said County also being a line 1320 feet southerly and parallel with the south Right-of-Way line of East Gridley Road; thence

1. East a distance of 741.98 feet more or less along said south line to its intersection with the east line of said Parcel Map also being a line 741.98 feet easterly and parallel with the east Right-of-Way line of State Highway 99; thence
2. North a distance of 395.95 feet more or less along said east line to its intersection with the north line of said Parcel Map also being a line 924 feet southerly and parallel with the south Right-of-Way line of East Gridley Road; thence
- 3 West a distance of 510 feet more or less along said parallel line to its intersection with the east line of Parcel No. 4 of said Parcel Map also being a line 234 feet easterly and parallel with the east Right-of-Way line of State Highway 99; thence; thence

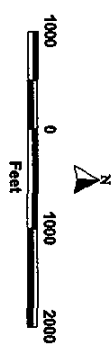
EXHIBIT A-2

PROJECT AREA MAP



LEGEND

- Gridley City Limits
- Sphere of Influence
- Gridley Redevelopment Project Area (789 acres)
- City Portions (636 acres)
- County Portions (153 acres)



Gridley Redevelopment Agency

Gridley Redevelopment Project EXHIBIT A-2 PROJECT AREA MAP

**URBAN
FUTURES**
INCORPORATED

Prepared By: Urban Futures, Inc.
3000 E. Main Street
Bloomington, IL 61820
City of Gridley, IL
Project No. 010007
Date: 01/01/07
File: GCR_PWD_20070107



2003-0019343

WHEN RECORDED RETURN TO:

| | | |
|---------------------|---------|--------------|
| Recorded | REC FEE | .00 |
| Official Records | CONFORM | 1.00 |
| County Of | | |
| BUTTE | | |
| CANDACE J. GRUBBS | | |
| Recorder | | |
| ROSEMARY DICKSON | | |
| Assistant | | |
| 09:14AM 27-Mar-2003 | MaryR | Page 1 of 14 |

City of Gridley)
685 Kentucky Street)
Gridley, CA 95948)
Attention: Jack Slota, City Administrator)
No filing fee as per Government Code Section 27383

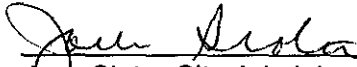
NOTICE OF ADOPTION OF REDEVELOPMENT PLAN FOR THE GRIDLEY
REDEVELOPMENT PROJECT

PLEASE NOTE THAT THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT MULTIPLE ERRORS IN THE LEGAL DESCRIPTION OF THE TERRITORY INCLUDED WITHIN THE GRIDLEY REDEVELOPMENT PROJECT (THE "PROJECT AREA"), WHICH LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AS AN ATTACHMENT TO DOCUMENT NO. 2002-0040577 RECORDED WITH THE BUTTE COUNTY RECORDER ON AUGUST 6, 2002.

ATTACHED HERETO IS DOCUMENT NO. 2002-0040577 WITH A CORRECTED PROJECT AREA LEGAL DESCRIPTION INSERTED IN PLACE OF THE INCORRECT PROJECT AREA LEGAL DESCRIPTION THAT WAS PREVIOUSLY RECORDED. EACH TEXT CHANGE IN THE CORRECTED LEGAL DESCRIPTION IS INDICATED WITH DOUBLE UNDERSCORE/STRIKEOUT. ANY TEXT THAT HAS BEEN ADDED TO THE CORRECTED LEGAL DESCRIPTION IS HIGHLIGHTED WITH DOUBLE UNDERSCORE; ANY TEXT THAT HAS BEEN DELETED FROM THE CORRECTED LEGAL DESCRIPTION IS ~~STRUCK OUT~~.

This notice has been filed for recordation with the County Clerk-Recorder of Butte by the order of the City Council of the City of Gridley, California.

Dated: 3-26-03


Jack Slota, City Administrator
City of Gridley

Attachments



2002-0040577

WHEN RECORDED RETURN TO:

City of Gridley)
685 Kentucky Street)
Gridley, CA 95948)
Attention: Jack Slota, City Administrator)
No filing fee as per Government Code Section 27363

| | | |
|---------------------|--------------|-----|
| Recorded | REC FEE | .00 |
| Official Records | CONFORM | .00 |
| County Of | | |
| BUTTE | | |
| CANDACE J. GRUBBS | | |
| Recorder | | |
| ROSEMARY DICKSON | | |
| Assistant | Fay | |
| 10:12AM 06-Aug-2002 | Page 1 of 12 | |

NOTICE OF ADOPTION OF REDEVELOPMENT PLAN FOR THE GRIDLEY
REDEVELOPMENT PROJECT

12 -
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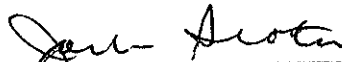
NOTICE IS HEREBY GIVEN, pursuant to Section 33373 of the California Community Redevelopment Law (the "Community Redevelopment Law"), Health and Safety Code Sections 33000, et seq., that the City Council of the City of Gridley (the "City Council") adopted on July 15, 2002, Ordinance No. 714-2002 approving and adopting the Redevelopment Plan for the Gridley Redevelopment Project (the "Redevelopment Plan").

Proceedings for the redevelopment of the territory included in the Gridley Redevelopment Project (the "Project Area") have been initiated pursuant to the Community Redevelopment Law.

A legal description and a map of the Project Area are included herewith as Exhibit ~~A~~^{A-1 and A-2} and incorporated herein by this reference.

This notice has been filed for recordation with the County Clerk-Recorder of Butte by the order of the City Council of the City of Gridley, California.

Dated: 8-2-02



Jack Slota, City Administrator
City of Gridley

Attachments

EXHIBIT A-1

**LEGAL DESCRIPTION OF
PROJECT AREA**

March 17, 2003

LEGAL DESCRIPTION

GRIDLEY REDEVELOPMENT AGENCY

GRIDLEY REDEVELOPMENT PROJECT

This Legal Description is to be used in conjunction with the Boundary Map of Gridley Redevelopment Project. The course numbers on the description correspond with the course number shown on the Boundary Map. All of that certain real property in the, County of Butte, State of California described as follows:

Portions of this redevelopment project extend into unincorporated area of the County of Butte

POB

Beginning at the intersection of the south Right-of-Way line of Locust Street, 66 feet wide with the west Right-of-Way line of Idaho Street, 66 feet wide; thence

1. North a distance of 1,250 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Magnolia Street, 66 feet wide; thence
2. East a distance of 700 feet more or less along said north Right-of-Way line to its intersection with the east Right-of-Way line of Magnolia Street 66 feet wide; thence
3. South a distance of 400 feet more or less along said east Right-of-Way line to its intersection with the north Right-of-Way line of Laurel Street, 66 wide; thence
4. East a distance of 250 feet more or less along said north Right-of-Way line to its intersection with the west Right-of-Way line of California Street, 66 feet wide; thence
5. North a distance of 780 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Sycamore Street, 62.4 feet wide; thence
6. East a distance of 980 feet more or less along said north Right-of-Way line to its intersection with the northeast line of Lot No. 4, Block 45 of City of Gridley as shown on Map of Record in Book 1, Page 41 of maps, Records of said County; thence
7. Northwest a distance of 680 feet more or less along said northeast line and its northwesterly prolongation to its intersection with the southeast Right-of-Way line of Spruce Street, 80 feet wide; thence

8. Southwest a distance of 150 feet more or less along said southeast Right-of-Way to its intersection with the southwest Right-of-Way line of Indiana Street, 82.97 feet wide; thence
9. Northwest a distance of 400 feet more or less along said southwest Right-of-Way line to its intersection with the south Right-of-Way line of Oak Avenue, 80 feet wide; thence
10. West a distance of 500 feet more or less along said south Right-of-Way line to its intersection with the west Right-of-Way line of California Street, 80 feet wide; thence
11. North a distance of 360 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Peach Street, 60 feet wide; thence
12. East a distance of 230 feet more or less along said north Right-of-Way line to its intersection with a line 153 feet easterly and parallel with the east line of California Street also being the west line of a 36 foot alley; thence
13. North a distance of 440 feet more or less along said parallel line to its intersection with the north Right-of-Way line of Pecan Street, 80 feet wide; thence
14. East a distance of 380 feet more or less along said north Right-of-Way line to its intersection with a line, 128 feet wide, westerly and parallel with the west Right-of-Way line of Vermont Street, 60 feet wide, also being the east line of a 16 foot alley; thence
15. North a distance of 490 feet more or less along said parallel line to its intersection with the north line of Lot No. 8, Block 6 of Veatch and McCallum Addition as shown on Map of Record in Book 4, Page 60 of Maps, Records of said County, thence
16. East a distance of 128 feet more or less along said north line to its intersection with the west Right-of-Way of Vermont Street, 60 feet wide; thence
17. South a distance of 50 feet more or less along said west Right-of-Way line to its intersection with the north Right-of-Way line of Bridgeford Street, 60 feet wide; thence
18. East a distance of 190 feet more or less along said north Right-of-Way line to its intersection with the west line of Lot No. 8, Block 7 of said Veatch and McCallum Addition also being the east line of 16 foot alley; thence
19. North a distance of 400 feet more or less along said east line to its intersection with the north line of said Veatch and McCallum Addition; thence
20. East a distance of 740 feet more or less along said north line to its intersection with the northeast Right-of-Way line of the Southern Pacific Railroad, 100 feet wide; thence

21. Southeast a distance of 50 feet more or less along said northeast Right-of-Way line to its intersection with the westerly prolongation of the north line of Pheasant Run Subdivision as shown on Map of Record in Book 80, Page 99 of Maps, Records of said County; thence
22. East a distance of 1200 feet more or less along said prolongation and said north line to its intersection with the west line of Record of Survey as shown on Map of Record in Book 110, Page 87 of Records of Survey, Records of said County; thence
23. South a distance of 399.44 feet more or less along said west line to its intersection with the south line of said Record of Survey; thence
24. East a distance of 285 feet more or less along said south line to its intersection with the east line of said Record of Survey; thence
25. North a distance of 49.04 feet along said east line and northerly and northeasterly 200' more or less along a curve concave to the southeast to its intersection with the north Right-of-Way line of Ford Avenue; thence
26. East a distance of 933 feet more or less along said north Right-of-Way line and its easterly prolongation to its intersection with the southerly prolongation of the City of Gridley boundary line within the Right-of-Way line of U.S. Highway 99 East; thence
27. North a distance of 660 feet more or less along said prolongation and said City boundary line to its intersection with a line 412 feet northerly and parallel with the north line of Rancho De Las Plumas as shown on Map of Record in Book 21, Page 20 and 21 of Maps, Records of said County; thence
28. East a distance of 147 feet more or less along said parallel line to its intersection with a line 100 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 99; thence
29. South a distance of 115 feet more or less along said parallel line to its intersection with a line 297 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
30. West a distance of 100 feet more or less along said parallel line to its intersection with the east Right-of-Way line of U.S. Highway 99; thence
31. South a distance of 45 feet more or less along said east Right-of-Way line to its intersection with a line 252 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
32. East a distance of 120 feet more or less along said parallel line to its intersection with a line 120 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 99; thence

33. South a distance of 102 feet more or less along said parallel line to its intersection with a line 150 feet northerly and parallel with the north line of said Rancho De Las Plumas; thence
34. East a distance of 30 feet more or less along said parallel line to its intersection with a line 165 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 395; thence
35. South a distance of 150 feet more or less along said parallel line to its intersection with the north line of said Rancho De Las Plumas; thence
36. East a distance of 641 feet more or less along said north line to its intersection with the east line of said Rancho De Las Plumas; thence
37. South a distance of 689.28 feet more or less along said east line to its intersection with the south line of said Rancho De Las Plumas; thence
38. East a distance of 1,520 feet more or less along the easterly prolongation of said south line to its intersection with the northwest Right-of-Way line of Sutter Butte Canal Lateral No. 4; thence
39. Southwesterly a distance of 1,800 feet more or less along said northwest Right-of-Way line to its intersection with a line 265 feet northerly and parallel with the north Right-of-Way line of east Gridley Road; thence
40. West a distance of 456.8 feet more or less along said parallel line to its intersection with a line 1,350 feet easterly and parallel with the centerline of U.S. Highway 99; thence
41. South a distance of 265 feet more or less along said parallel line to its intersection with the north Right-of-Way line of east Gridley Road; thence
42. West a distance of 50 feet more or less along said north Right-of-Way line to its intersection with the west Right-of-Way line of Bonnell Avenue; thence
43. South a distance of 1,350 feet more or less along said west Right-of-Way line to its intersection with the easterly prolongation of the south line of Parcel Map as shown on map recorded in Book 71, page 37 of Parcel Maps, records of said County; thence
44. West a distance of 350 feet more or less along easterly prolongation to its intersection with the northwest Right-of-Way line of said Sutter Butte Canal Lateral No. 4; thence

NOTE: COURSES 45 THROUGH 50 HAVE BEEN DELETED

51. South 17° West a distance of 300 feet more or less along west Right-of-Way line to its intersection with the northwest Right-of-Way line of said Lateral #4; thence
52. South $55^{\circ} 54'$ West a distance of 600 feet more or less along said northwest Right-of-Way line to its intersection with the north Right-of-Way line of said Lateral #4; thence
53. West a distance of 276 feet more or less along said north Right-of-Way line to its intersection with the east Right-of-Way line of U.S. Highway 99; thence
54. South a distance of 40 feet more or less along said east Right-of-Way line to its intersection with the north Right-of-Way line of Archer Avenue; thence
55. East a distance of 231 feet more or less along said north Right-of-Way line to its intersection with a line 231 feet easterly and parallel with the east Right-of-Way line of U.S. Highway 99; thence
56. South a distance of 311 feet more or less along said parallel line to its intersection with the southeast line of and unrecorded Parcel Map No. 42; thence
57. North 73° East a distance of 142 feet more or less along said southeast line to its intersection with the east line of said unrecorded Parcel Map No. 42; thence
58. North a distance of 70 feet more or less along said east line to its intersection with the south line of Parcel Map recorded in Book 46, Page 95 of Parcel Maps, Records of said County; thence
59. East a distance of 264 feet more or less along said south line to its intersection with the west line of Parcel Map as shown on Map of Record in Book 87, Page 10 of Parcel Maps, Records of said County; thence
60. South a distance of 150 feet more or less along said west line to its intersection with the south line of last mentioned Parcel Map; thence
61. East a distance of 354.57 feet more or less along said south line to its intersection with the east line of Parcel 2 of said last mentioned Parcel Map; thence
62. South a distance of 330 feet more or less along the southerly prolongation of said east line to its intersection with the north line of Lot 41 of Gridley Colony No. 6 as shown on Map of Record in Book 5, Page 20 of Maps, Records of said County; thence
63. West a distance of 462 feet more or less along said north line to its intersection with the west line of said Lot No. 41; thence
64. South a distance of 660 feet more or less along said west line to its intersection with the north Right-of-Way line of Obermeyer Avenue, 40 feet wide; thence

65. East a distance of 135 feet more or less along said north Right-of-Way line to its intersection with the east line of Ayers Housing Project as shown on Map of Record in Book 18, Page 30 of Maps, Records of said County; thence
66. South a distance of 700 feet more or less along said east line and its southerly prolongation to its intersection with the north line of Lot No. 49 of said Gridley Colony No. 16; thence
67. East a distance of 100 feet more or less along said north line to its intersection with a line 132 feet easterly and parallel with the west line of said Lot No. 49; thence
68. South a distance of 697 feet more or less along said parallel line to its intersection with the south Right-of-Way line of Sheldon Avenue; thence
69. West a distance of 335 feet more or less along said south Right-of-Way line to its intersection with a line 160 feet westerly and parallel with the west line of Lot No. 52 of said Gridley Colony No. 6; thence
70. South a distance of 230 feet more or less along said parallel line to its intersection with a line 230 feet southerly and parallel with the south Right-of-Way line of Sheldon Avenue; thence
71. East a distance of 112 feet more or less along said parallel line to its intersection with a line 48 feet westerly and parallel with the west line of said Lot No. 52; thence
72. South 77° West a distance of 85 feet more or less ; thence
73. South 57° West a distance of 76.96 feet more or less to its intersection with a line 220 feet westerly and parallel with the west line of said Lot No. 52; thence
74. South a distance of 369.46 feet more or less along said parallel line to its intersection with the north line of Sunset Village Subdivision as shown on Map of Record in Book 31, Page 16 of Maps, Records of said County; thence
75. East a distance of 850 feet more or less along said north line to its intersection with the east line of said Sunset Village Subdivision; thence
76. South a distance of 660 feet more or less along said east line to its intersection with a line 330 feet southerly and parallel with the south line of said Sunset Village Subdivision; thence
77. West a distance of 1,240 feet more or less along said parallel line to its intersection with the centerline of U.S. Highway 99 East; thence
78. North a distance of 720 feet more or less along said centerline to its intersection with the centerline of Liberty Road; thence

79. West a distance of 1,470 feet more or less along said centerline to its intersection with a line 1,100 feet easterly and parallel with the east line of Lot No. 32 of Gridley Colony No. 4 as shown on Map of Record in Book 6, Page 8 of Maps, Records of said County; thence
80. North a distance of 310 feet more or less along said parallel line to its intersection with a line 278 feet northerly and parallel with the north Right-of-Way line of west Liberty Road; thence
81. West a distance of 738 feet more or less along said parallel line to its intersection with the northeast Right-of-Way line of the Morrison Slough Drainage District No. 2056; thence
82. North 52° West a distance of 440 feet more or less along said northeast Right-of-Way line to its intersection with the east line of said Lot No. 32; thence
83. North a distance of 1,180 feet more or less along said east line and its northerly prolongation to its intersection with the southeast Right-of-Way line of said Drainage District No. 2056; thence
84. North 50° East a distance of 1,300 feet more or less along said southeast Right-of-Way line to its intersection with a line 530~~515~~ feet southwesterly and parallel with the southwest Right-of-Way line of the Southern Pacific Railroad Right-of-Way line, 100 feet wide; thence
85. North 15° West a distance of 330~~693~~ feet more or less along said parallel line to its intersection with the northwest Right-of-Way line of the Sutter Butte Canal~~the south line of Wheeler Addition~~; thence
86. North 75° East a distance of 470~~West a distance of 35~~ feet more or less along said northwest Right-of-Way line to its intersection with the northeast line of said Wheeler Addition southwest Right-of-Way line of Sutter Butte Canal; thence
87. North 15° West a distance of 700~~400~~ feet more or less along said northeast line southwest Right-of-Way line and the southwest Right-of-Way line of Southern Pacific Railroad to its intersection with a line 330 feet northerly and parallel with the centerline of Archer Avenue; thence
88. North 39° West East a distance of 50~~300~~ feet more or less along said northeast line to its intersection with the north line of said Wheeler Addition parallel line to its intersection with the Gridley City Limits also being a line 100 feet southwesterly and parallel with the northeast Right-of-way line of the Southern Pacific Railroad; Thence
89. North 15° West a distance of 380~~420~~ feet more or less along said north line City Limits to its intersection with the east-southeast Right-of-Way line of Vermont Street Locust Street also being the Gridley City Limits; thence

90. South 75° West a distance of 530 ~~270~~ feet more or less along said ~~East~~ southeast Right-of-Way line to its intersection with the ~~center line of Locust Street~~ southwest Right-of-Way line of Kentucky Street also being the Gridley City Limits; thence
91. ~~West~~ South 15° East a distance of ~~170~~ 510 feet more or less along said ~~centerline~~ the southeasterly prolongation of the southwesterly Right-of-Way line of Kentucky Street to its intersection with a line ~~105.90 feet westerly and parallel with the west Right-of-Way line of Vermont Street~~ the south line of Wheeler Addition; thence
92. South West a distance of ~~35~~ 396 feet more or less along said ~~parallel line~~ south line to its intersection with a line ~~396 feet southerly and parallel with the south Right-of-Way line of Locust Street~~ the northeast line of said Wheeler Addition; thence
93. North 15° West a distance of ~~400~~ 330 feet more or less along said ~~parallel line to its intersection with the east Right-of-Way line of Bowwood Street~~ northeast line; thence
94. North 39° West South a distance of ~~300~~ 33 feet more or less along said ~~east Right-of-Way northeast line~~ to its intersection with the ~~south Right-of-Way line of Yew Street, 66 feet wide~~ north line of said Wheeler Addition; thence
95. West a distance of ~~420~~ 835 feet more or less along said ~~north line~~ south Right-of-Way to its intersection with ~~the east Right-of-Way line of Vermont Street~~ line 454 feet easterly and parallel with the east Right-of-Way line of Oregon a Street; thence
96. South a distance of ~~270~~ 65 feet more or less along said ~~East Right-of-Way~~ parallel line to its intersection with ~~the centerline of Locust Street~~ a line 65 feet southerly and parallel with the south Right-of-Way line of Yew Street; thence
97. West a distance of ~~170~~ 520 feet more or less along said ~~centerline~~ parallel line to its intersection with ~~a line 105.90 feet westerly and parallel with the west Right-of-Way line of Vermont Street~~ the west Right-of-Way line of Oregon Street; thence
98. South North a distance of ~~396~~ 460 feet more or less along said ~~parallel line~~ west Right-of-Way to its intersection with ~~a line 396 feet southerly and parallel with the south Right-of-Way line of Locust Street~~ the south Right-of-Way line of Locust Street; thence
99. West a distance of ~~330~~ 640 feet more or less along said ~~parallel line~~ south Right-of-Way line to ~~its intersection with the east Right-of-Way line of Bowwood Street~~ the True point of Beginning; thence
100. South a distance of 33 feet more or less along said east Right-of-Way line to its intersection with the south Right-of-Way line of Yew Street, 66 feet wide; thence

101. West a distance of 835 feet more or less along said south Right-of-Way to its intersection with line 454 feet easterly and parallel with the east Right-of-Way line of Oregon a Street; thence
102. South a distance of 65 feet more or less along said parallel line to its intersection with a line 65 feet southerly and parallel with the south Right-of-Way line of Yew Street; thence
103. West a distance of 520 feet more or less along said parallel line to its intersection with the west Right-of-Way line of Oregon Street; thence
104. North a distance of 460 feet more or less along said west Right-of-Way to it intersection with the south Right-of-Way line of Locust Street; thence
105. West a distance of 640 feet more or less along said south Right-of-Way line to the True Point of Beginning.

EXCEPTION

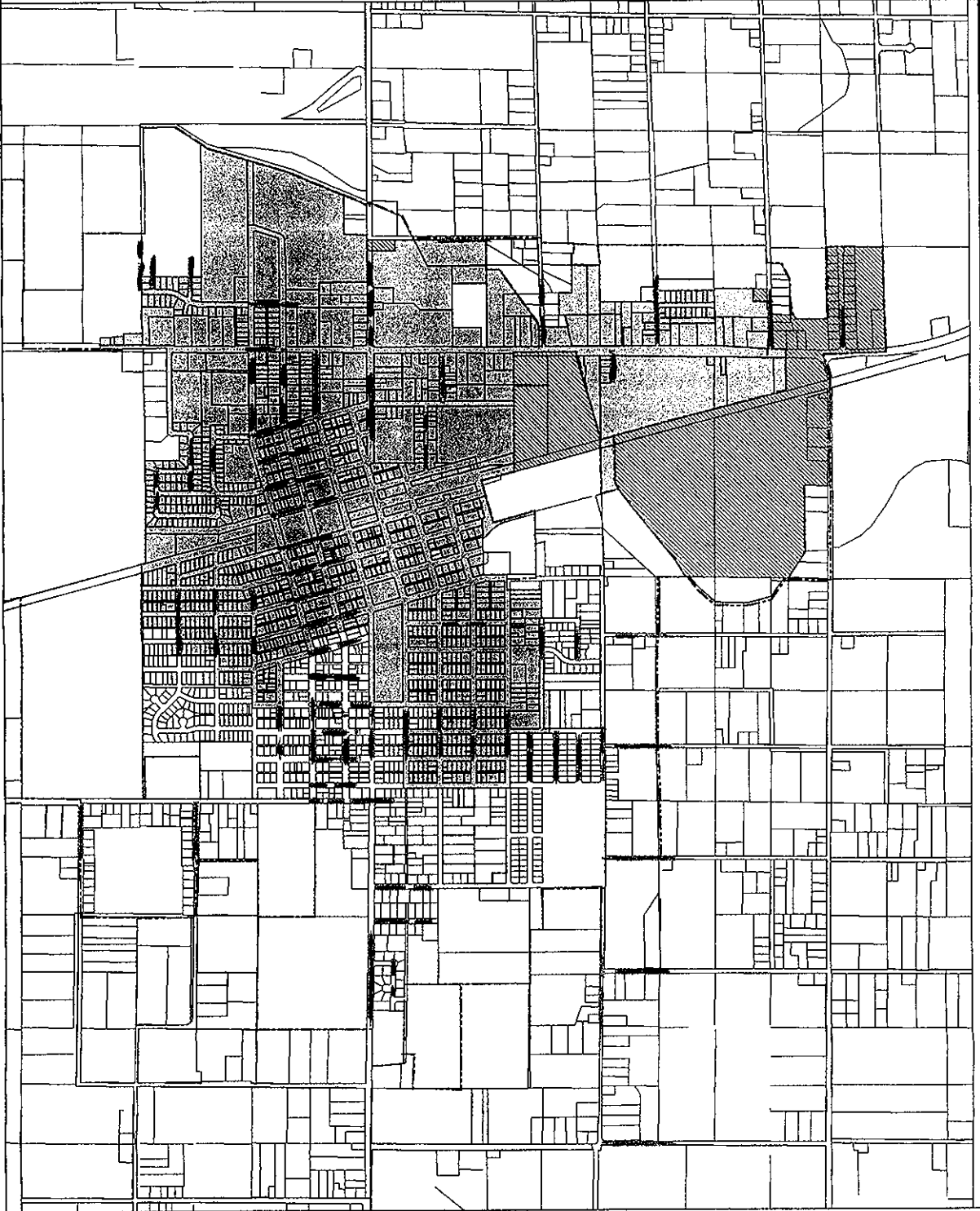
POB

Beginning at the intersection of the east Right-of-way line of State Highway 99, 100 feet wide with the south line of Parcel Map as shown on Map of Record in Book 71, Page 37 of Parcel Maps, Records of said County also being a line 1,320 feet southerly and parallel with the south Right-of-Way line of East Gridley Road; thence

1. East a distance of 741.98 feet more or less along said south line to its intersection with the east line of said Parcel Map also being a line 741.98 feet easterly and parallel with the east Right-of-Way line of State Highway 99; thence
2. North a distance of 395.95 feet more or less along said east line to its intersection with the north line of said Parcel Map also being a line 924 feet southerly and parallel with the south Right-of-Way line of East Gridley Road; thence
3. West a distance of 510 feet more or less along said parallel line to its intersection with the east line of Parcel No. 4 of said Parcel Map also being a line 234 feet easterly and parallel with the east Right-of-Way line of State Highway 99; thence
4. South a distance of 336.95 feet more or less along said east line to its intersection with the south line of said Parcel No. 4; thence
5. West a distance of 234.12 feet more or less along said south line to its intersection with the east Right-of-Way line of State Highway 99; thence
6. South a distance of 60 feet more or less along said east Right-of-Way line to the point of beginning.

EXHIBIT A-2

PROJECT AREA MAP



LEGEND

- Gridley City Limits
- - - Sphere of Influence
- Gridley Redevelopment Project Area (789 acres)
- City Portions (636 acres)
- County Portions (153 acres)



1000 0 1000 2000
Feet



Gridley Redevelopment Agency

Gridley Redevelopment Project

EXHIBIT A-2
PROJECT AREA MAP

URBAN
FUTURES
INCORPORATED

Prepared By: Urban Futures, Inc.
Source: Urban Futures, Inc.
Base Map Source:
City of Gridley, CA
File Name: 012100_060300_060700
File: SR_Plan2_MOD.MXD



2007-0058188

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Executive Director
Gridley Redevelopment Agency
685 Kentucky Street
Gridley, California 95948

No fee for recording pursuant to
Government Code Section 27383

| | | |
|-----------------------|----------------|-------------|
| Recorded | REC FEE | 0.00 |
| Official Records | | |
| County of | CONFORMED COPY | 2.00 |
| Butte | | |
| CANDACE J. GRUBBS | | |
| County Clerk-Recorder | | |
| 03:14PM 17-Dec-2007 | MZ | Page 1 of 2 |

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2-
MZ

**NOTICE REGARDING REAL PROPERTY
LOCATED WITHIN THE
GRIDLEY REDEVELOPMENT PROJECT AREA**

NOTICE REGARDING REAL PROPERTY LOCATED WITHIN THE GRIDLEY REDEVELOPMENT PROJECT AREA

NOTICE IS HEREBY GIVEN that the Redevelopment Plan for the Gridley Redevelopment Project was adopted by the City Council of the City of Gridley on July 15, 2002, by Ordinance No. 714-2002 (the "Redevelopment Plan").

The legal description of the boundaries of the Gridley Redevelopment Project Area (the "Project Area") was recorded as Document No. 2003-0019343 on March 27, 2003, in the Official Records of the County Recorder of Butte County, California.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), and the Gridley Redevelopment Agency (the "Agency") is vested with the responsibility for implementing and carrying out the Redevelopment Plan.

Section 403 of the Redevelopment Plan authorizes the Agency to use the power of eminent domain to acquire real property within the Project Area, subject to the following limitations:


"Within the Project Area the Plan shall not authorize the Agency to acquire, by eminent domain, property on which any persons reside. The Agency shall have the authority to exercise its power of eminent domain as may be necessary, appropriate, and as permitted in Section 33342, *et seq.*, of the CCRL in all instances except the taking of properties on which any persons reside within the Project Area.

"The Agency may purchase, lease, obtain option upon or otherwise acquire any interest in real property located in the Project Area by gift, devise, exchange, purchase, or any other means authorized by law including the use of eminent domain, except as otherwise excluded above, for the purpose of redevelopment. *Any eminent domain proceedings must commence within twelve (12) years of the date of adoption of this Plan.* Such time limitation may be extended only by amendment of this Plan. Acquisition of property will generally be achieved by cooperative negotiations between the owner of such property and the Agency."

Ordinance No. 714-2002, which adopted the Redevelopment Plan, was adopted on July 15, 2002. Therefore, the date by which eminent domain proceedings must be commenced to acquire real property within the Gridley Redevelopment Project Area is July 15, 2014.

Filed for recordation with the County Recorder of Butte County pursuant to Health and Safety Code Section 33373(c).

Dated: 127307, 2007



Executive Director
Gridley Redevelopment Agency



2000-0023427

RECORDING REQUESTED BY:

City of Gridley

AND WHEN RECORDED, RETURN TO:

City of Gridley
685 Kentucky Street
Gridley, CA 95948

| | | | |
|---------------------|--|-------------|-----|
| Recorded | | REC FEE | .00 |
| Official Records | | | |
| County Of | | | |
| BUTTE | | | |
| CANDACE J. GRUBBS | | | |
| Recorder | | | |
| ROSEMARY DICKSON | | | |
| Assistant | | Vickie | |
| 11:52AM 23-Jun-2000 | | Page 1 of 9 | |

ENCROACHMENT AGREEMENT

CITY OF GRIDLEY, a municipal corporation)
First Party,)

-and-)

BANK OF AMERICA, National Trust & Savings Association,)
dba Bank of America-Gridley #25)
Second Party.)

7
05

THIS AGREEMENT is made by and between the CITY OF GRIDLEY, a municipal corporation, hereinafter called "City," and Bank of America, NT & SA, dba Bank of America-Gridley #25, hereinafter called "Owner", with reference to the following facts:

Owner desires to construct new facilities and/or temporary structures on the real property or right-of-way owned by City, located at 901 Hazel Street in the City of Gridley, California; as more particularly described in Exhibit "A" attached hereto and by this specific reference made a part hereof as though set forth in its entirety.

City's Code and Construction Standards do not permit construction of privately owned permanent or temporary improvements on City owned property or right-of-way.

City and Owner now desire to enter into an agreement to permit construction of such facilities and/or temporary structures on City owned property or right-of-way.

CITY AND OWNER THEREFORE AGREE AS FOLLOWS:

1. Owner shall, within ninety (90) days after notification by City, or within 90 days of the filing of this agreement, whichever occurs first, complete at Owner's expense to the satisfaction of the City Building Official, and in accordance with all of City's standards and specifications and all applicable rules and regulations of federal, State and local law, the proposed facilities and/or temporary structures set forth and described in Exhibit "B" hereto.

2. Within 90 days after notification by the City, Owner agrees to remove all facilities and/or temporary structures described in Exhibit "B" hereto from City owned property or right-of-way and to restore said property or right-of-way to the same condition that existed prior to the construction of said facilities and/or temporary structures at Owner's expense, to the satisfaction of the City Engineer, and in accordance with all of City's standards and specifications and all applicable rules and regulations of federal, State and local law.

3. When the time limit specified in paragraph 2, above, has expired and Owner has not removed the facilities and/or temporary structures specified in Exhibit "B" hereto, City will have the option of treating this agreement as authorization to remove said facilities and/or temporary structures, or causing the work to be done, and assessing the cost thereof as a lien against Owner's property described in Exhibit "A" hereto.

4. The terms and conditions of this agreement shall be binding upon the parties hereto and their heirs, representatives, assigns, lessees, and successors in interest, and the duties and responsibilities under this agreement shall be a burden upon and shall run with the land described in Exhibit "A" hereto; City and Owner agree that a copy of this agreement, with all exhibits attached, may be recorded with the County Recorder of Butte County to give constructive notice of its terms.

5. All costs of any litigation caused by the default by Owner of the terms and conditions of this agreement, including reasonable attorney's fees shall be paid by Owner, and same shall become a lien upon the real property described in Exhibit "A" hereto.

6. If the City has elected either option set forth in paragraph 3 above, City has the sole and exclusive right and power to commence such removal and restoration and to determine the amount of the cost of said removal and restoration, in the event City advances such cost as herein provided.

7. The parties hereto acknowledge that the encroaching structures could be removed immediately if the City chose to have them removed, and that this agreement is a temporary accommodation by the City to the Owner.

8. The parties hereto agree that the City is not waiving any of its legal rights with respect to the encroaching structures by virtue of the execution of this encroachment agreement.

9. Owner agrees to hold harmless, defend and indemnify the City and all of its employees, officials, agents and volunteers of and from any liability or claim of any nature whatsoever which might arise on the property or right-of-way encroached upon or caused in any way by the encroaching structures, which are the subject of this agreement. Owner's obligation to defend and indemnify extends to all claims which in any way concern the encroachments described above, even if the allegations which comprise the claim also suggest wrongdoing, negligence or any other fault or involvement on the part of the City. The obligation to defend and indemnify includes the obligation to pay all costs associated with the claim, to include costs of administration, cost of litigation (including reasonable attorney's fees) as well as the cost of settlement and/or payment of any claim which might be established. In the event the Owner fails to abide by the provisions of this paragraph, the City may, at its option, resolve the claim and all of the costs and expenses associated with said claim shall become a lien on the subject property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Gridley, California,
on May 15, 2000.

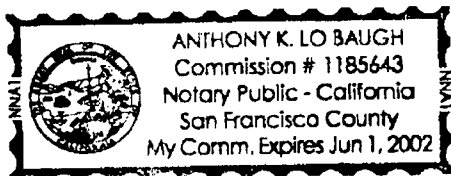
5/25/00
Dated _____
Frank W Cook
City of Gridley, By Its Mayor Frank W. Cook

5/12/00
Dated _____
Dan Madlansacay
Bank of America, NT & SA, a national banking association,
By Its Vice President, Dan Madlansacay

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco
On May 12, 2000 before me, Anthony K. LoBaugh
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")
personally appeared Dan Madlansacay
Name(s) of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Anthony K. LoBaugh
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

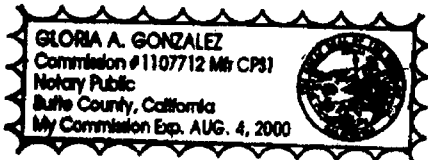
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Butte

On 5-25-00 (Date) before me, Gloria A. Gonzalez, Notary Public,
personally appeared Frank W. Cook

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

Gloria A. Gonzalez

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of the form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

NUMBER OF PAGES / DATE OF DOCUMENT

SIGNER IS REPRESENTING:

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

GRIDLEY BRANCH - Owned

Legal Description - County of Butte

AP No. 009-201-016

All that certain real property situate in the City of Gridley, County of Butte, State of California, described as follows:

PARCEL ONE: (AP 9-201-04)

A part of Lot 8 in Block 11 of the City of Gridley, according to the Official Map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878, in Map Book "1", page 41, described as follows, to-wit:

Commencing at the northeast corner of said Lot 8, said point being at the intersection of the westerly line of Kentucky Street with the southerly line of Hazel Street and running thence westerly along the northerly line of said Lot 8, 46 feet to the point of commencement; thence southerly parallel with the westerly line of Kentucky Street 80 feet to the southerly line of said Lot 8, thence westerly along the southerly line of said Lot 8, 20 feet to a point; thence northerly parallel with the westerly line of Kentucky Street, 80 feet to a point in the northerly line of said Lot 8; thence easterly along the northerly line of said Lot 8, 20 feet to the point of commencement.

ALSO, commencing at the northwesterly corner of said Lot 8 and running thence easterly along the northerly line of said Lot 8, 21½ feet to point of commencement; thence southerly parallel with the westerly line of Kentucky Street 50 feet to a point; thence westerly parallel with the northerly line of said Lot 8, 6 inches; thence southerly parallel with the westerly line of Kentucky Street, 30 feet to a point in the southerly line of said Lot 8; thence easterly along the southerly line of said Lot 8, 23 feet to a point; thence northerly parallel with the westerly line of Kentucky Street, 80 feet to a point in the northerly line of said Lot 8; thence westerly along the northerly line of said Lot 8, 22½ feet to the point of commencement.

PARCEL TWO: (AP 9-201-06)

A part of Lot 7 in Block 11 of the City of Gridley, according to the Official Map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878, in Map Book "1", page 41, described as follows:

Commencing at a point in Kentucky Street in said City of Gridley at the corner common to Lots 7 and 8; thence southerly along the west line of Kentucky Street, 20 feet; thence westerly parallel with the south line of Hazel Street, 110 feet to the west line of said Lot 7; thence northerly along the west line of Lot 7, 20 feet to the corner common to Lots 7 and 8; thence easterly along the line between said Lots 7 and 8, 110 feet to the point of commencement.

PARCEL THREE: (AP 9-201-05)

A portion of Lot 8 in Block 11 of the City of Gridley, according to the Official Map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878, in Map Book "1", page 41, described as follows, to-wit:

Beginning at the northeast corner of said Lot 8, said point being at the intersection of the westerly line of Kentucky Street with the southerly line of Hazel Street; thence westerly along the northerly line of said Lot 8, a distance of 46 feet; thence southerly parallel with the westerly line of Kentucky Street 80 feet to the southerly line of said Lot 8; thence easterly along the southerly line of said Lot 8 a distance of 46 feet to a point on the westerly line of said Kentucky Street; thence northerly along the westerly line of Kentucky Street, 80 feet to the point of beginning.

PARCEL FOUR: (AP 9-201-03)

A portion of Lot 8 in Block 11 of the City of Gridley, according to the official Map thereof filed in the office of the Recorder of the County of Butte, State of California, February 27, 1878, in Book "1" of Maps, at page 41, and more particularly described as follows:

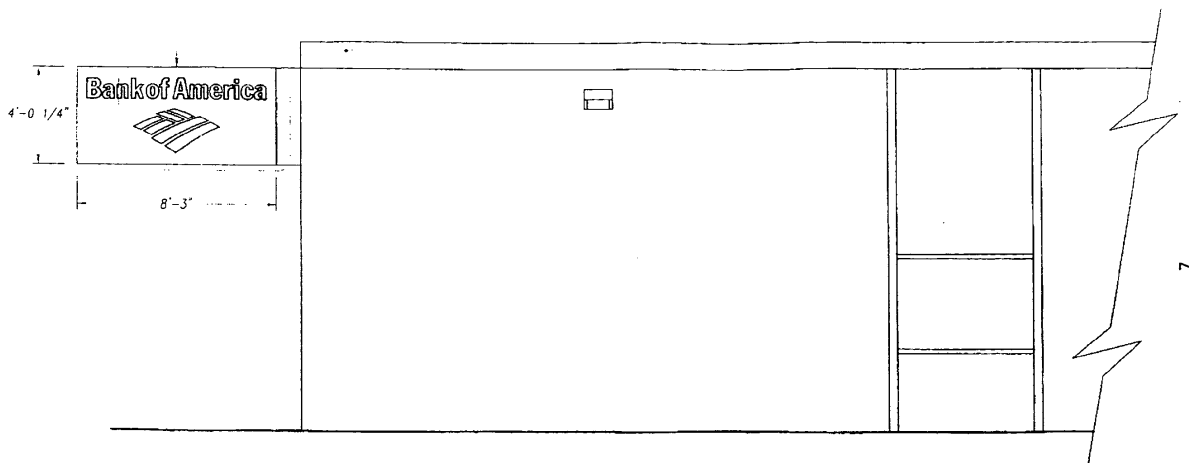
Beginning at the northwest corner of said Lot 8; thence easterly along the northerly line of said Lot 8, a distance of 21½ feet to a point; thence southerly and parallel with the westerly line of Kentucky Street a distance of 50 feet to a point; thence westerly, parallel with the northerly line of said Lot 8 a distance of 6 inches; thence southerly and parallel with the westerly line of Kentucky Street, a distance of 30 feet to a point on the southerly line of said Lot 8; thence westerly along the southerly line of said Lot 8 a distance of 21 feet to a point at the southwest corner of said Lot 8; thence northerly along the westerly line of said Lot 8 a distance of 80 feet to the point of beginning.

EXHIBIT "B"

One sign attached to the building at 901 Hazel Street, protruding into the public right-of-way on Hazel Street in the City of Gridley and more particularly described as follows (and as illustrated on the attached Exhibit B-1): one aluminum identification sign located on the north side of the building, having the dimensions of 4' 0.25" in height, 8' 3" in length, protruding over the right-of-way on Hazel Street not more than 12', and allowing for a minimum clearance underneath sign of 8'.

01 REMOVE EXISTING 4'-3" X 7'-1 1/2" D/F ILLUM. FLAG SIGN
R PROPOSED NEW E2 SIGN TYPE

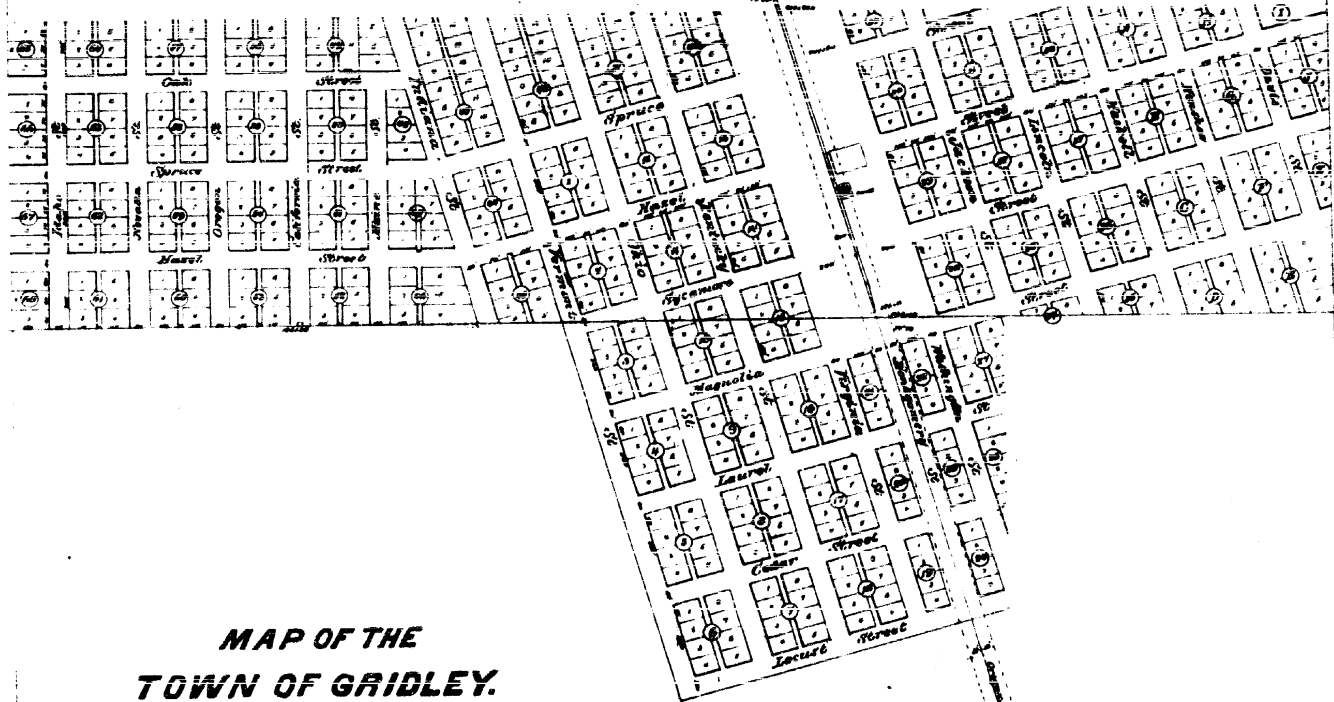
01
R



PARTIAL WEST ELEVATION
SCALE: 1/4"=1'-0"

EXHIBIT "B-1"

Sec. 28



**MAP OF THE
TOWN OF GRIDLEY.
BUTTE CO. CALIFORNIA.**

SCALE 300 FEET TO ONE INCH.

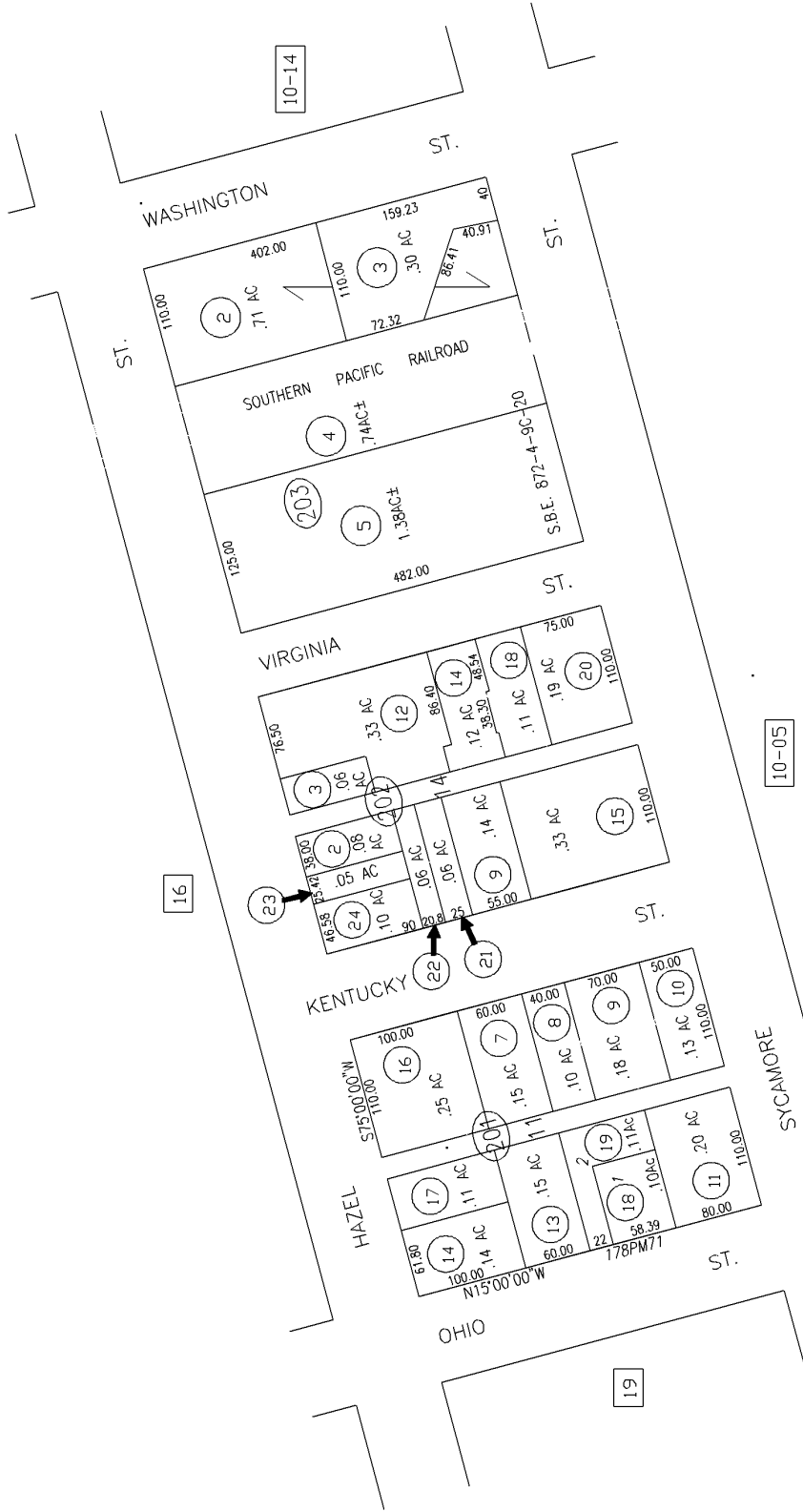
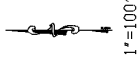
*Filed for record
February 27, 1878.
H. Armstrong
County Recorder*

Sec. 1

15

By Geo.

By Geo.



Butte County Assessor's Map
Book 09, Page 20

| | |
|---|--------------------------|
| CREATED BY | CREATED ON |
| REVISED BY | DB REVISED ON 12-14-2009 |
| PRIOR BK-PG | EFFECTIVE 2010-11 ROLL |
| Compiled By: The Butte County Assessor's Office | |

All Assessors' maps are prepared for local property assessment purposes ONLY. Parcels shown thereon may not conform with the actual boundaries of the parcels. No liability is assumed for use of information shown on any Assessor's map. ALL ACRESSES, APPROXIMATE, SEE RECORDED INFORMATION.