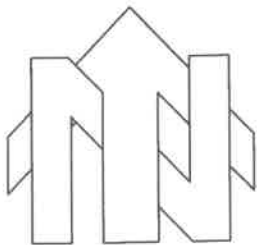


## EASEMENT ABANONMENT EXHIBIT



Scale 1" = 50'

Distances Shown Hereon  
Are in Decimal Feet

### Sheet Legend

- (R) Map Book 22 Page 39
- Calculated point
- Property Lines
- - - Limits to be Removed
- - - Right of Way Line
- - - Road Center lines

### CURVE LIST

- ① 31.36', R = 20.00', Δ = 89° 50' 50"
- ② 45.00', R = 420.00', Δ = 6° 08' 19"
- ③ 77.78', R = 420.00', Δ = 10° 36' 41"
- ④ 19.54', R = 480.00', Δ = 2° 19' 55"

### NOTE 1

Bearings and distances were taken from or calculated from the Map Book 32 Page 9, R.S.N. 2006-0060322, R.S.N. 2019-0052747 & Map Book Page 42 Page 91

Prepared By:  
**Hamilton Engineering Inc.**  
P.O. Box 978  
Orland, California 95963

Voice: (530) 865-8551

Fax: (530) 267-8347

APN: 053-300-016, 046, 074

March 5, 2025



February 21, 2024

Roger Greene  
5772 Ingalls Road  
Paradise, CA. 95969

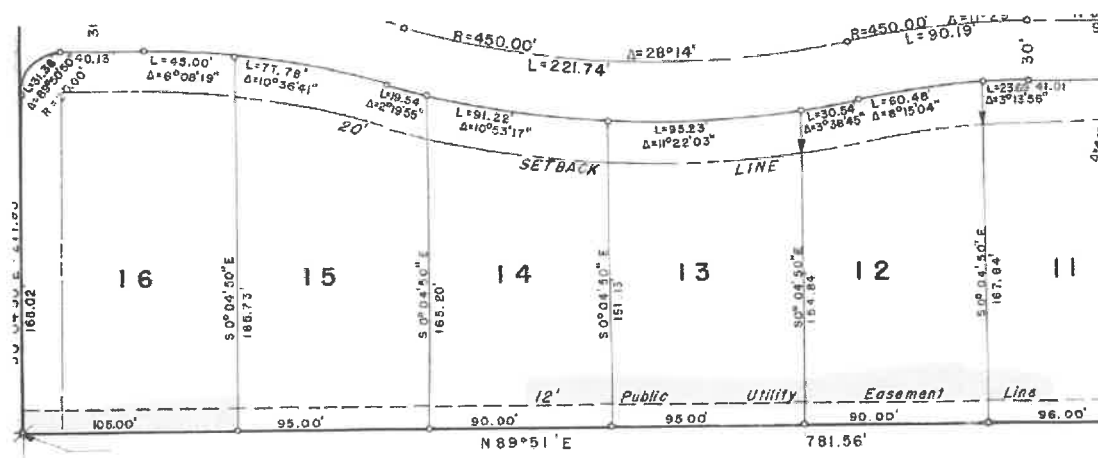
Re: EASEMENT ABANDONMENT  
1300 Deodara Way, Paradise; APN 053-300-016-000, Butte County

Dear Roger,

Thank you for giving us the opportunity to review the proposed 12' public utility easement (PUE) vacation. This is in response to your letter dated 2/12/2024, informing PG&E of the proposed PUE vacation of 1300 Deodara Way per Subdivision Map Book 22 Page 38-39 (Lot 16) as shown on the attached drawing and email, located in the City of Paradise of Butte County.

An investigation indicates that PG&E currently has no existing utility facilities within the proposed 12' PUE vacation area. Therefore, PG&E has no request or objections to the proposed PUE vacation.

If you have any questions regarding our response, please contact me at (916) 207-4947 or [ashley.van@pge.com](mailto:ashley.van@pge.com).



Sincerely,

*Ashley Van*  
Land Management



Cort Schreiber  
Manager  
Right of Way

AT&T California  
518 W. 4<sup>th</sup> Street  
Room 302  
Chico, CA 95928

Office: 530.891.2392  
Cell: 530.519.0710  
cs2345@att.com

March 11, 2024

Mr. Roger Greene  
5772 Ingalls Road  
Paradise, CA. 95969

**Re: Abandonment-12' PUE Lot 16 - Woodland Acres Subdivision (053-300-016)**

Dear Roger:

AT&T California has no objection to the abandonment of the existing 12' wide Public Utility Easement (PUE) that is located on Lot 16 of the Woodland Acres Subdivision in Paradise, CA..

If you have any questions, please call me on (530) 891-2392.

Sincerely,

A handwritten signature in dark ink, appearing to read "Cort C. Schreiber", written over a light-colored background.

Cort C. Schreiber  
Right of Way Manager  
AT&T California  
518 W. 4<sup>th</sup> Street, Room 302  
Chico, Ca. 95928  
(530) 891-2392



California Region  
427 Eaton Rd  
Chico, CA 95973

July 19, 2024

Roger Greene and Brenda Greene  
5772 Ingalls Road  
Paradise, CA 95969

**Subject: REQUEST FOR EASEMENT ABANDONMENT APPROVAL:  
LOT 16, WOODLAND ACRES SUBDIVISION, BOOK 22, MAP(S) 38 AND 39, BUTTE  
COUNTY, CA  
APNs 053.300.016, Butte County, CA.**

Dear Mr. Greene,

Pursuant to a request regarding the abandonment of subject easement, and based on provided support documentation, Comcast Cable does not object to the abandonment of public right of way as described.

If additional information is needed, please e-mail me ([brandon\\_stokes@cable.comcast.com](mailto:brandon_stokes@cable.comcast.com)), or call me at the phone number listed below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon Stokes".

Brandon Stokes  
Comcast Cable  
427 Eaton Rd  
Chico, CA 95973  
(530) 206-6172  
[Brandon\\_stokes@cable.comcast.com](mailto:Brandon_stokes@cable.comcast.com)



# Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · [www.pidwater.com](http://www.pidwater.com)

April 8, 2024

Roger Greene  
5772 Ingalls Road  
Paradise, CA 95969

**Subject: Abandonment of 12' wide Public easement, along the southern property line for 1300 Deodara Way, Paradise CA 95969, APN 053-300-016, book 22 pages 38-39.**

Dear Mr. Greene,

Pursuant to a request regarding the abandonment of subject easement, and based on provided support documentation, Paradise Irrigation District does not object to the abandonment of public right of way on the southern border of 1300 Deodara Way.

Upon approval of the abandonment by the Town Council/Board of Supervisors, please send a copy of the Resolution to:

Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Should you have any questions, please contact me at (530) 876-2062.

Thank You,

*Blaine Allen*

Blaine Allen  
District Engineer

**Our water. Our future.**



Cort Schreiber  
Manager  
Right of Way

AT&T California  
518 W. 4<sup>th</sup> Street  
Room 302  
Chico, CA 95928

Office: 530.891.2392  
Cell: 530.519.0710  
cs2345@att.com

September 4, 2024

Mr. Roger Greene  
5772 Ingalls Road  
Paradise, CA. 95969

**RE: 12' PUE ABANDONMENT - LOT 15 - WOODLAND ACRES SUBDIVISION**

Dear Roger:

AT&T California has no objection to the abandonment of the 12' PUE that runs along the southern property line of your property at Lot 15 of the Woodland Acres Subdivision (Book 22, Pages 38 & 39) in Paradise, CA. in Butte County.

If you have any questions, please call me on (530) 891-2392.

Sincerely,

Cort C. Schreiber  
Right of Way Manager  
AT&T California  
518 W. 4<sup>th</sup> Street, Room 302  
Chico, Ca. 95928  
(530) 891-2392



California Region  
427 Eaton Rd  
Chico, CA 95973

September 4, 2024

Roger Greene  
5772 Ingalls Road  
Paradise CA, 95969

**Subject: REQUEST FOR EASEMENT ABANDONMENT APPROVAL OF 12 FOOT  
WIDE EASMENT, LOT 15, WOODLAND ACRES SUBDIVISION, PARADISE, CA  
APNs 053-300-046, Butte County, CA.**

Dear Mr. Greene.

Pursuant to a request regarding the abandonment of subject easement, and based on provided support documentation, Comcast Cable does not object to the abandonment of public right of way as described.

If additional information is needed, please e-mail me ([brandon\\_stokes@cable.comcast.com](mailto:brandon_stokes@cable.comcast.com)), or call me at the phone number listed below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brandon Stokes".

Brandon Stokes  
Comcast Cable  
427 Eaton Rd  
Chico, CA 95973  
(530) 206-6172  
[brandon\\_stokes@cable.comcast.com](mailto:brandon_stokes@cable.comcast.com)



**Pacific Gas and  
Electric Company**

Pacific Gas and Electric Company  
Land Management  
300 Lakeside Drive  
Oakland, CA 94612

September 10, 2024

Roger Greene  
1304 Deodara Way  
Paradise, CA 95969

Re: Vacation of Rear 12' Public Utility Easement  
1304 Deodara Way, APN 053-300-046, Lot 15, Butte County

To Roger,

Thank you for giving us the opportunity to review the proposed vacation of the public utility easement (PUE). This is in response to your email dated September 10, 2024, informing PG&E of the proposed vacation of the rear 12' PUE within APN 053-300-046, Lot 15, of Woodland Acres Subdivision, Recorded in Book 22 of Maps at Page 38, located in the County of Butte.

An investigation indicates that PG&E currently has no utility facilities within the proposed vacation area. Therefore, PG&E has no request or objections to the proposed rear 12' Public Utility Easement vacation.

If you have any questions regarding our response, please contact me at (925)375-4558 or [Leslie.leavitt@pge.com](mailto:Leslie.leavitt@pge.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Leavitt". The signature is fluid and cursive, with the first name "Leslie" and last name "Leavitt" clearly distinguishable.

Leslie Leavitt  
Land Management

---





# Paradise Irrigation District

6332 Clark Rd, Paradise, CA 95969 · 530-877-4971 · Fax: 530-876-0483 · [www.pidwater.com](http://www.pidwater.com)

October 17, 2024

Roger Greene  
5772 Ingalls Road  
Paradise, CA 95969

**Subject: Abandonment of 12' wide Public easement, along the southern property line for 1304 Deodara Way, Paradise CA 95969, APN 053-300-046, book 22 pages 38-39.**

Dear Mr. Greene,

Pursuant to a request regarding the abandonment of subject easement, and based on provided support documentation, Paradise Irrigation District does not object to the abandonment of public right of way on the southern border of 1304 Deodara Way.

Upon approval of the abandonment by the Town Council/Board of Supervisors, please send a copy of the Resolution to:

Paradise Irrigation District  
6332 Clark Road  
Paradise, CA 95969

Should you have any questions, please contact me at (530) 876-2062.

Thank You,

A handwritten signature in black ink, appearing to be "Blaine Allen", followed by a horizontal line.

Blaine Allen  
District Engineer

**Our water. Our future.**

## CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: March 3rd, 2025 at 8:00:00 AM

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By

*C Monroe*

President

Attest

*David Wald*

Secretary

By

*Tony L. Saut*

Validating Officer

**Schedule A**

|                          |                               |
|--------------------------|-------------------------------|
| <b>Order No.</b>         | 2202076337-PL                 |
| <b>Ref. No.</b>          | 1300 Deodara Way              |
| <b>Guarantee No.</b>     | A04562-CTG-101452             |
| <b>Liability</b>         | \$ 500.00                     |
| <b>Date of Guarantee</b> | March 3rd, 2025 at 8:00:00 AM |
| <b>Fee</b>               | \$ 400.00                     |

## 1. Name of Assured:

Roger Greene

## 2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

## 3. The Land referred to in this Guarantee is situated in the County of Butte, Town of Paradise, State of California, and is described as follows:

Lot 16, as shown on map entitled, "Woodland Acres Subdivision", recorded in the office of the Butte County Recorder, State of California, on September 3, 1957 in [Book 22 of Maps, at Pages 38 and 39.](#)

APN: 053-300-016

## 4. Assurances:

According to the Public Records as of the Date of Guarantee,

## a. Title to the estate or interest in the Land is vested in:

Roger J. Greene and Brenda F. Greene, Co-Trustees, or their successors in Trust, under the Roger and Brenda Greene Revocable Living Trust dated 2-29-24, and any amendments thereto

## b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

## Schedule B

|                          |                               |
|--------------------------|-------------------------------|
| <b>Order No.</b>         | 2202076337-PL                 |
| <b>Ref. No.</b>          | 1300 Deodara Way              |
| <b>Guarantee No.</b>     | A04562-CTG-101452             |
| <b>Liability</b>         | \$ 500.00                     |
| <b>Date of Guarantee</b> | March 3rd, 2025 at 8:00:00 AM |
| <b>Fee</b>               | \$ 400.00                     |

1. Taxes and assessments, general and special, for the fiscal year 2025 - 2026, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows:

|                      |   |                 |             |
|----------------------|---|-----------------|-------------|
| Assessor's Parcel No | : | 053-300-016-000 |             |
| Code No.             | : | 005001          |             |
| 1st Installment      | : | \$210.73        | Marked Paid |
| 2nd Installment      | : | \$210.73        | Marked Paid |
| Land Value           | : | \$35,000.00     |             |

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Regulations, levies, liens, and assessments, if any, of Paradise Irrigation District.

5. Regulations, levies, liens, and assessments, if any, of Wastewater Design Assessment District, Town of Paradise.

Note: Further information on said assessment can be obtained by contacting:

Town of Paradise

Contact two weeks prior to close of escrow for septic clearance, fire defensible space clearance and/or transfer fees.

6. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : 2014-1  
For : Clean Energy Program  
Disclosed By : Assessment Map  
Recorded : November 10, 2015 in Book 10 of Maps of Assessment and Community Facilities Districts, Page 53

Further information may be obtained by contacting:  
County of Butte

7. Water rights, claims or title to water, whether or not shown by the public records.

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Public Utility Easement  
Affects : Southerly 12 feet

9. Building set-back line as shown on the filed map.

Affects : Westerly and Northerly 20 feet

10. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled : Declaration of Protective Covenants and Restrictions for Woodland Acres Subdivision  
Executed by : William Giannecchini and Donald Choate  
Recorded : September 5, 1957 in Book 898 of Official Records, Page 42

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

|            |   |  |
|------------|---|--|
| Granted To | : | Paradise Irrigation District   |
| For        | : | Pipeline   |
| Recorded   | : | <a href="#">October 10, 1957 in Book 905 of Official Records, Page 377</a> |
| Affects    | : | Deodara Way  |

12. Vesting Deed

Quitclaim Deed executed by Roger Greene and Brenda Greene, husband and wife as joint tenants to Roger J. Grene and Brenda F. Greene, Co-Trustees, or their successors in Trust, under the Roger and Brenda Greene Revocable Living Trust dated 2-29-24, and any amendments thereto recorded [March 11, 2024 in Official Records under Recorder's Serial Number 2024-0006812](#).

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
  - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
  - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
  - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
  - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
  - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

## **GUARANTEE CONDITIONS (Continuation)**

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### **5. PROOF OF LOSS OR DAMAGE**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### **6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

### **7. LIMITATION OF LIABILITY**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### **8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

### **9. PAYMENT OF LOSS**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.



## **GUARANTEE CONDITIONS (Continuation)**

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

### **10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### **11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### **12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### **13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### **14. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### **15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

**CONDITION OF TITLE GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY**

**GUARANTEES**

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:

Dated: March 3rd, 2025 at 8:00:00 AM

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By

A handwritten signature in dark ink, appearing to read 'Terry L. Smith', written over a horizontal line.

Validating Officer

By

A handwritten signature in dark ink, appearing to read 'C. Monroe', written in a cursive style.

President

Attest

A handwritten signature in dark ink, appearing to read 'David Wald', written in a cursive style.

Secretary

**Schedule A**

|                          |                               |
|--------------------------|-------------------------------|
| <b>Order No.</b>         | 2202076338-PL                 |
| <b>Ref. No.</b>          | 1304 Deodara Way              |
| <b>Guarantee No.</b>     | A04562-CTG-101453             |
| <b>Liability</b>         | \$ 500.00                     |
| <b>Date of Guarantee</b> | March 3rd, 2025 at 8:00:00 AM |
| <b>Fee</b>               | \$ 400.00                     |

1. Name of Assured:

Roger Greene

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the County of Butte, Town of Paradise, State of California, and is described as follows:

Lot 15, as shown on that certain map entitled, "Woodland Acres Subdivision", which map was recorded in the office of the Recorder of the County of Butte, State of California, on September 3, 1957 in [Book 22 of Maps, at Page\(s\) 38 and 39](#).

Excepting therefrom that portion thereof lying east of the following described line:

Beginning at a point on the South line of said Lot 15 which point lies West 3 feet from the Southeast corner thereof and running thence in a straight line Northerly to the Northeast corner of said Lot 15.

APN: 053-300-046

4. Assurances:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Roger J. Greene and Brenda F. Greene, Co-Trustees of the Roger and Brenda Greene Revocable Living Trust dated February 29, 2024

b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

## Schedule B

|                          |                               |
|--------------------------|-------------------------------|
| <b>Order No.</b>         | 2202076338-PL                 |
| <b>Ref. No.</b>          | 1304 Deodara Way              |
| <b>Guarantee No.</b>     | A04562-CTG-101453             |
| <b>Liability</b>         | \$ 500.00                     |
| <b>Date of Guarantee</b> | March 3rd, 2025 at 8:00:00 AM |
| <b>Fee</b>               | \$ 400.00                     |

1. Taxes and assessments, general and special, for the fiscal year 2025 - 2026, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2024 - 2025, as follows:

|                      |   |                 |             |
|----------------------|---|-----------------|-------------|
| Assessor's Parcel No | : | 053-300-046-000 |             |
| Code No.             | : | 005001          |             |
| 1st Installment      | : | \$210.73        | Marked Paid |
| 2nd Installment      | : | \$210.73        | Marked Paid |
| Land Value           | : | \$35,000.00     |             |

3. Supplemental taxes, general and special, for the fiscal year 2024 - 2025 as follows:

|                       |   |                  |                 |
|-----------------------|---|------------------|-----------------|
| Assessor's Parcel No. | : | 990-376-687-000  |                 |
| 1st Installment       | : | \$0.00           | NOT Marked Paid |
| 2nd Installment       | : | (\$44.18)        | NOT Marked Paid |
| All Due & Payable on  | : | February 5, 2025 |                 |

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Regulations, levies, liens, and assessments, if any, of Paradise Irrigation District.

6. Regulations, levies, liens, and assessments, if any, of Wastewater Design Assessment District, Town of Paradise.

Note: Further information on said assessment can be obtained by contacting:

Town of Paradise

Contact two weeks prior to close of escrow for septic clearance, fire defensible space clearance and/or transfer fees.

7. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : 2014-1  
For : Clean Energy Program  
Disclosed By : Assessment Map  
Recorded : November 10, 2015 in Book 10 of Maps of Assessment and Community Facilities Districts, Page 53

Further information may be obtained by contacting:  
County of Butte

8. Water rights, claims or title to water, whether or not shown by the public records.

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Public Utility Easement  
Affects : Southerly 12 feet

10. Building set-back line as shown on the filed map.

Affects : Northerly 20 feet

11. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled : Declaration of Protective Covenants and Restrictions for Woodland Acres Subdivision  
Executed by : William Giannecchini and Donald Choate  
Recorded : September 5, 1957 in Book 898 of Official Records, Page 42

NOTE: "If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

12. Vesting Deed

Grant Deed executed by Phillip N. Avery and Michelle Gible, husband and wife, who acquired title as Michelle Gible, an unmarried woman and Phillip N. Avery, an unmarried man to Roger J. Grene and Brenda F. Greene, Co-Trustees, of the Roger and Brenda Greene Revocable Living Trust dated February 29, 2024 recorded [August 27, 2024 in Official Records under Recorder's Serial Number 2024-0022098](#).

- Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
  - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
  - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
  - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
  - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
  - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## **GUARANTEE CONDITIONS**

### **1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

### **2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED**

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### **3. NO DUTY TO DEFEND OR PROSECUTE**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

## **GUARANTEE CONDITIONS (Continuation)**

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### **5. PROOF OF LOSS OR DAMAGE**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### **6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

### **7. LIMITATION OF LIABILITY**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### **8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

### **9. PAYMENT OF LOSS**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.



## **GUARANTEE CONDITIONS (Continuation)**

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

### **10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### **11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### **12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### **13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### **14. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### **15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.