



First American Title Company

3000 W. Main •Visalia, CA 93291

Office Phone:(559)625-1550 Office Fax:(866)590-2167

Buyer's Estimated Settlement Statement

Property Address: 023-030-039, 17th and Houston Road Project, Kings County, CA

File No: 5405-7006805
Officer: Ann Kay/dg
Estimated Settlement Date: 08/30/2024
Disbursement Date:
Print Date: 08/05/2024, 4:53 PM

Buyer: County of Kings
Address: Department of Public Works, 1400 W. Lacy Boulevard, Bldg 6, Hanford, CA 93230
Seller: The Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001; The Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001
Address: 3060 Merlan Ct., Hanford, CA 93230

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	30,000.00	
Title/Escrow Charges to:		
Recording Services to First American Title Company	26.00	
Escrow Fee to First American Title Company	775.00	
CLTA Standard Coverage Owners Policy to First American Title Company	400.00	
Cash (X From) (To) Buyer		31,201.00
Totals	31,201.00	31,201.00

Escrow related fees including separate fees for overnight mail- courier or notary services that are not included as part of First American's filed escrow fee may include a markup over the direct cost to First American for such services.

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

BUYER(S):

County of Kings

By: _____
Name:
Title:

First American Title Company

By _____
Ann Kay



To: **First American Title Company, "Settlement Agent"**
Ann Kay, Escrow Officer

File No.: **5405-7006805**
Date: **August 06, 2024**

Re: **023-030-039, 17th and Houston Road Project, Kings County, CA, "Property"**
County of Kings, "Buyer"
The Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001 and The Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001, "Seller"
Collectively, "Parties"

Purchase/Sale Settlement Instructions

This document contains the Buyer's and Seller's (the "Parties") agreed-upon instructions to the Settlement Agent (also known as and referred to as "Escrow Holder", "Escrow Agent" or "Closing Agent" in documents used in this transaction) for providing settlement services in addition to the issuance of title insurance. If applicable, this document may be modified by state-specific supplemental Settlement Instructions.

Settlement Agent is either a direct operation or wholly owned operation of First American Title Insurance Company, a national title insurance underwriter.

Settlement Agent may decline to provide settlement services if no title insurance policy is to be issued.

Important Facts to Help Reduce Cyber Fraud Risk

Real estate transactions are frequently targeted for cyber fraud. Parties to transactions can take steps to reduce the risk of falling victim. Here are some important facts you should know:

- **Settlement Agent banks with First American Trust, FSB ABA Routing Number 122241255. Your escrow officer's email address is akay@firstam.com and any instructions sent from an email address with a different email domain that directs you to send funds elsewhere may be fraudulent. Prior to wiring your funds, contact us at (559)625-1550.**
- **Parties requesting that funds be wired will be asked to provide accurate and complete instructions prior to closing.**
- **Any changes to a party's wiring instructions must be verified in person.**

A. Settlement Agent Responsibilities

Settlement Agent's obligations and responsibilities are limited **only** to those it has agreed to in writing and as required to comply with applicable laws. No other obligation or duty will be assumed or implied.

B. Parties' Instructions to Settlement Agent

The Parties instruct and authorize Settlement Agent to perform the following services to complete and process the settlement of the purchase and sale of the Property pursuant to a real estate purchase contract that has been provided to the Settlement Agent by the Parties:

- Order a title insurance commitment or preliminary report for the purpose of issuing a policy or policies (collectively the "Policy") of title insurance upon the completion of the sale and transfer of the Property to the Buyers. The Policy to be issued to Buyer and/or Buyer's lender(s) will be issued by a title insurance company ("Title Insurer") that may be the Settlement Agent or an affiliated company.
- Deposit funds presented into Settlement Agent's general escrow account. This account is non-interest bearing but may provide certain benefits to the Settlement Agent if permitted by applicable law.

- Obtain payoffs of loans, liens and assessments shown in the title insurance commitment or preliminary report that are to be paid as part of the settlement or as required to issue the Policy.
- Prepare a settlement statement itemizing charges to the Parties, including:
 - invoices submitted by or on behalf of the Parties;
 - payoff demands submitted by any person having a lien or interest in the Property;
 - property taxes, property owner's association dues and/or rents;
 - prorations of property taxes or other items between the Parties such as property owner's association dues, rents, or deposits;
 - fees and charges due to Settlement Agent and the Title Insurer;
 - fees due to a lender;
 - fees due pursuant to the contract or other instructions provided by the Parties;
 - other items that are part of this transaction.
- Adjust prorations based on the actual settlement date without further instruction from the Parties. Any adjustments or re-prorations after closing will be made between the Parties without Settlement Agent's involvement.
- Prepare or select a provider to prepare needed documents, including deeds, mortgages and deeds of trust, as permitted by law if customary in the property jurisdiction.
- Deliver copies of documents it receives to real estate agents, mortgage brokers, lenders and attorneys identified in the transaction in relation to their role. Documents delivered to an agent, attorney, or representative of any Party, or to a Party that is registered with our Transactions portal to the portal, will be deemed delivered to the Party.
- Coordinate with the Buyer's lender(s), if any, including providing requested information, and receiving and processing loan documents.
- Share taxpayer identification numbers of the respective Parties if required for federal withholding purposes, or in relation to financing provided by the Seller for the benefit of the Buyer's purchase of the Property.
- Make non-material corrections to documents, such as correction of typographical errors.
- Once all conditions precedent are satisfied, released, approved or waived, proceed to close the transaction absent written instructions to the contrary provided prior to the disbursement of funds or recording of documents.
- Deliver and disburse funds and documents to the Parties at the addresses provided.
- Deliver for filing with the appropriate government entity, documents delivered by the Parties to transfer and/or encumber the title to the Property.
- Deliver or cause to be delivered the Policy containing the exceptions shown on the title commitment or preliminary report other than those being paid or released in this transaction, and deeds of trust, mortgages or other voluntary liens, encumbrances or other restrictions or agreements executed or agreed to by Buyer in this transaction, subject to terms, provisions and conditions of the Policy.
- May, in its sole discretion, hold funds for title curative matters for which it does not have a final amount available to pay at time of closing.
- Report the sale to the IRS via form 1099-S with the Seller's U.S. taxpayer identification number (provided by the Seller) unless the Seller can prove an exemption from reporting. Settlement Agent may report the sale under federal regulations, even if the Seller claims an exemption.
- Submit payment and required forms for any state income tax withholding obligations of the Buyer from the Seller, resulting from the sale of real property if and as required by law.
- As a courtesy, issue payment for federal income tax withholding obligations of the Buyer from the Seller, due as a result of the sale of real property by a foreign seller per FIRPTA. ("FIRPTA" is the Foreign Investment in Real Property Tax Act of 1980, a United States tax law that imposes income tax on foreign persons disposing of US real property interests. Purchasers of real property interests sold by a foreign person are required to withhold tax on payment for the property. The amount of withholding may vary and purchasers may be liable if the withholding is not paid timely to the IRS.)
- Retain records of transactions in accordance with Settlement Agent's record retention policy.
- Provide other services as may be required by law or specified in written instructions by the parties and agreed to by Settlement Agent in writing.

C. Parties Obligations and Responsibilities

The Parties agree:

- to execute documents required to complete the transaction and issue the Policy;

- to provide any additional instructions to Settlement Agent or modify existing instructions to Settlement Agent ***in writing***;
- to disclose in advance to Settlement Agent any deposits of funds to be made by third parties, such as gift funds; all such deposits are subject to Settlement Agent's acceptance of the funds and conditions and terms to be specified by Settlement Agent including providing contact information for any third-party depositors, furnishing their government issued identification, taxpayer identification (social security) number, address and occupation, and signing separate instructions regarding deposit and use of their funds;
- to notify Settlement Agent of any error or omission in the settlement statement immediately upon receipt;
- to comply with cancellation requirements of the Settlement Agent including payment of any service or cancellation fees required by Settlement Agent or applicable law;
- to make up any shortages in funds due from the respective Party inadvertently omitted by the Settlement Agent or as a result of incorrect amounts shown on the settlement statement; and if any documents do not accurately contain all of the agreed terms of the transaction due to an error by Settlement Agent, any of the Parties, or others, the Parties will execute new documents to correct the error upon request by the other Party or Settlement Agent.
- Buyer will deposit funds in a timely manner, pursuant to contract terms, in the form of payment acceptable to Settlement Agent which payment must be made in compliance with the respective state's good funds laws; payments made in any manner other than via wire transfer may delay final closing while Settlement Agent verifies the payment.
- Buyer will be the withholding agent as prescribed under FIRPTA if the seller is subject to federal withholding; and
- at closing, after review of the title commitment or preliminary report, Seller will represent and warrant that all outstanding bills on the Property are paid current, and that there are no liens on the Property, and there are no tenants or parties in possession of any of the Property, except as disclosed in the title commitment or preliminary report. Seller also agrees not to borrow any more funds from a line of credit secured by the Property and authorizes Settlement Agent to close the line of credit on Seller's behalf.

D. Parties Acknowledge Limits of Settlement Agent Responsibilities

As the Settlement Agent's obligations are limited to the specific matters described above, unless otherwise provided for in these Instructions, the Parties and their agents will also be responsible for:

- obtaining their own legal, tax or financial services for which a license is required;
- obtaining fire, hazard or liability insurance from an insurance company or agent of Buyer's choice.
- coordinating delivery of possession (including keys) after closing;
- verifying the condition of the Property and the completion or sufficiency of repairs;
- tracking contract contingencies;
- handling personal property issues such as transferring title to equipment, fixtures and other personal property, clearing any loans or liens on those items, and payment of personal property taxes;
- transferring utilities;
- paying bills not secured by the Property other than those shown on the settlement statements (if payment of an unsecured debt or bill not associated with the transaction is required by the Buyer's lender, additional instructions are to be executed by buyer);
- resolving conflicting instructions between the Parties before Settlement Agent closes the transaction;
- paying or prorating any post-closing retroactive property tax assessment not insured against by the Policy resulting from reassessment in value, change in land usage, including changes caused by natural disasters, construction of new improvements, failure to timely remove property tax exemptions, or loss of any homestead status; and
- Buyer acting as the withholding agent under FIRPTA.

E. Other Agreements of Parties

Copies of Documents; Electronic Signatures, Executed in Counterpart: Settlement Agent is authorized to rely upon a copy of any document as if it were an original, may agree to accept electronically signed documents, and may rely on documents executed in counterpart. If requested, original documents shall be delivered to Settlement Agent, which may withhold performing escrow functions such as providing documents or funds due to the party until the requested original documents are delivered to Settlement Agent. Documents to be recorded MUST contain original ink signatures unless use of a digital original has been approved in advance.

Remote Online Notary (RON) Authorization: Any document for use in this transaction may be executed electronically and any document, including deeds, mortgages, or deeds of trust that requires notarization, may be executed and notarized digitally using a notary in a state where there is a currently effective RON law.

This authorization permits, but does not require, electronic execution of documents or notarization via RON and is subject to requirements of Settlement Agent and Title Insurer. This authorization is contingent upon the governmental recorder of the Property accepting RON notarized documents for recording in electronic or paper form.

Additional Fees for Third Party Services: Settlement Agent may incur additional costs for services performed by third parties. The fees charged by Settlement Agent for such services including, but not limited to, wire transfers, overnight deliveries, messengers or other third-party services, may include a markup to cover costs incurred by the Settlement Agent, if and as permitted by applicable law.

Payoffs to Lenders/Lienholders: Payoffs of existing loans or liens may be made as required by the lender. Payoffs may include additional days of interest to account for delivery. Certain payments, such as home equity line of credit payoffs, may require additional time to process. Settlement Agent will not be responsible for obtaining a refund of any overages or return of escrow account balances.

Property Survey Matters: The title insurance commitment or preliminary report may disclose a standard policy survey exception, which will show on the Policy unless a survey meeting Settlement Agent's or government requirements is provided to the Settlement Agent prior to closing. Any encroachments or other matters disclosed on a survey may be added as additional exceptions on the Policy.

Indemnity, Hold Harmless and Limit of Liability: The Parties agree to indemnify and hold Settlement Agent harmless from any loss or damage arising from or pertaining to the Parties' conduct, requirements, action or inaction regarding the matters addressed herein or for any other loss or damage that is not caused by Settlement Agent. Settlement Agent's sole responsibility arises under the instructions given to and agreed to by Settlement Agent. **The Parties further waive any special, incidental, punitive or consequential damages arising out of or in connection with the instructions given to Settlement Agent.**

Interpleader Action: In the event of a dispute that may limit or affect Settlement Agent's performance or duties to provide its escrow services or any time after escrowed funds become dormant as determined by Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION, file an action in interpleader, or file any other appropriate and necessary action, and deposit the escrowed funds with the clerk of the court. All costs, fees and expenses including attorney's fees incurred by the Settlement Agent in an action may be deducted from the escrowed funds held prior to or upon depositing any of the remaining escrowed funds with the clerk of the court. Upon filing of an action in interpleader, or other appropriate and necessary action, the Settlement Agent will be deemed fully released and discharged from any obligations, duties or requirements imposed by these or other instructions given to Settlement Agent. This paragraph does not limit any interpleader or other rights Settlement Agent may have under applicable law.

State Escheatment Requirements: Settlement Agent may forward any balance of escrowed funds held to the applicable state agency or department requiring the disposition or handling of unclaimed property pursuant to the applicable state's unclaimed property act or administrative rules (known as escheatment). Once funds have been escheated, it may be necessary for the Parties to file a claim with the State in order to receive the escheated funds. Settlement Agent will have no further duty with respect to the funds or to assist with any Party's claim to receive the funds.

Force Majeure: Settlement Agent shall not be liable for a failure or delay in performing any of its obligations to the extent that such failure or delay is due to causes beyond the reasonable control of the Settlement Agent, including but not limited to: (a) unusually severe weather or other acts of God; (b) fire, explosion or earthquake; (c) war, invasion, terrorism, riot or other civil unrest; (d) governmental laws, orders, restrictions, embargoes or blockages; (e) national or regional emergency; (f) highly infectious diseases, epidemics, pandemics; (g) injunctions, strikes, lockouts, or other industrial disturbances, (h) inability to obtain or use necessary transportation, power or infrastructure, (i) inability to obtain or use necessary products or materials, (j) cyber or ransomware attacks, unavailability of communications, data, or computer systems resulting from unauthorized

actions or activity, business cessation, failure of any financial institution, or other forms of business interruption, or (k) other causes whether similar or dissimilar to the foregoing ("force majeure").

F. Dispute Resolution: Please read this arbitration provision carefully. It requires the resolution of disputes by arbitration on an individual basis rather than by jury trials or class actions.

- (a) The Parties acknowledge that they are entering into this arbitration agreement in connection with escrow services related to a real estate transaction. The Parties agree that all disputes and claims involving Settlement Agent that arise out of or relate to the escrow services in any way must be resolved by arbitration. This arbitration agreement is intended to be broadly interpreted, and the obligation to arbitrate includes disputes or claims brought by or against the Parties' respective affiliates, owners, agents, employees, representatives, predecessors, successors, assigns, and any beneficiaries of the escrow services, such as those with an interest in the underlying real estate transaction or who are or intend to be occupants, tenants, or owners of the property. Notwithstanding the foregoing, any party may bring an individual action in small claims court, so long as the action remains in that court. Any dispute as to the arbitrability of claims or the scope or enforceability of this arbitration provision, or as to the interpretation of paragraph (d) below, is for the court to decide. The services provided by Settlement Agent evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of the Escrow.
- (b) Arbitration Procedures. The arbitrator shall be bound by the terms of this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules or, where applicable, the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. If the AAA is unavailable, the arbitration will be administered by another arbitration provider that the Parties agree to or that the court selects. Arbitrators may consider but shall not be bound by rulings in prior arbitrations involving different customers. Arbitrators shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. Unless the Parties agree otherwise, any in-person arbitration hearings shall be in the county in which the underlying real estate at issue in the transaction is located.
- (c) Arbitration Costs. The Settlement Agent will pay all AAA filing, administrative, and arbitrator fees for any arbitration that the Settlement Agent commences. If another party commences arbitration and the value of that claim is \$75,000 or less (to either party), the Settlement Agent will pay all AAA fees. If, however, the arbitrator finds that the substance of such a claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules.
- (d) Prohibition of Class or Representative Actions and Non-Individualized Relief. UNDER THIS AGREEMENT, ANY CLAIM MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all Parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. The arbitrator may award any relief that a court could award, so long as the relief is individualized to the claimant and would not affect other persons. No party may seek non-individualized relief that would affect persons other than the Parties themselves. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for a particular remedy (such as a request for injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

Buyer(s):

County of Kings

By: _____

Name:

Title:

Seller(s):

Ruben S. Thorbus and Linda M. Thorbus, as trustees of the Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001

Linda M. Thorbus and Ruben S. Thorbus, as trustees of the Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001

Ruben S. Thorbus, Trustee

Linda M. Thorbus, Trustee

Linda M. Thorbus, Trustee

Ruben S. Thorbus, Trustee

This Company conducts the handling of escrow business pursuant to Department of Insurance, State of California, License Number CA, 151.

Purchase/Sale Settlement Instructions - Supplemental - California

These instructions are not intended to alter, modify or change the purchase contract and/or Purchase/Sale Settlement Instructions between the parties, with any addendums/amendments thereto, for the above referenced Property except with respect to the following:

Settlement Agent's general provisions are incorporated into the "Parties Acknowledge Limits of Settlement Agent Obligations and Responsibilities" and "Other Agreements of the Parties" sections of the Purchase/Sale Settlement Instructions and in the Purchase/Sale Settlement Instructions-Supplemental(California).

State and Local Transfer Forms: Parties acknowledge that state law and local ordinances may require completion and submittal of certain certificates or applications, proof of compliance, disclosures or physical modifications such as to sewer laterals and to sidewalks, in connection with the transfer of ownership of the Property, referred to as "Local Transfer Obligations." Parties further acknowledge and agree that completion or submittal of these Local Transfer Obligations along with any fees due for same shall be handled outside of escrow and are not the responsibility of Settlement Agent. Parties instruct Settlement Agent to close this transaction without inquiry or concern regarding the status of any Local Transfer Obligations.

If Settlement Agent agrees to forward any forms to other parties or governmental agencies, such actions will be as an accommodation only and Settlement Agent shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If any type of filing fee was paid on behalf of the Parties by Settlement Agent's check and it becomes stale-dated or is returned to Settlement Agent by the agency, the Parties instruct Settlement Agent to void its check and disburse the funds to the Buyer. Any related forms that are returned shall also be forwarded to the Buyer.

County Transfer Tax: Parties are responsible for payment of any transfer tax, "mansion tax" or other similar taxes, assessments or fees to the City and/or County in which the Property lies. Settlement Agent will disburse the amount calculated by the parties at time of recording as an accommodation. In the event that the City and/or County deems any additional transfer tax, mansion tax, or other similar taxes or assessments or fees, including any penalties and interest, due at any time, Parties will work together directly with City and/or County and will pay the amount due directly to the City and/or County, outside of escrow and without involvement of Settlement Agent. Parties jointly and severally agree to and do hereby indemnify and hold harmless Settlement Agent from all suits, actions, loss, costs, claims, damages, liabilities, and expenses (including, without limitation, attorneys' fees and costs) that may arise from any such transfer tax, mansion tax, or other similar taxes or assessments or fees, including any penalties and interest.

Real Property Tax: Real property taxes are prorated based on the most current available tax statement from the tax collector. Supplemental taxes may be assessed due to a change in ownership or construction completion. Adjustments due either Party based on the actual new tax bill issued after closing or a supplemental tax bill are the responsibility of the Parties. The first installment of California real property taxes is due November 1st (delinquent December 10th), and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, Buyer should contact the County Tax Collector's office and request one.

Grant Deed: The Parties instruct Settlement Agent to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

Title Approval: The Parties acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

The Parties approve the intended policy(ies) form(s) and acknowledge that the Owners Policy of Title Insurance, having a liability amount of at least the total consideration, and Loan Policy of Title Insurance, if any, having a liability amount of at least the loan amount will be subject to all exceptions shown on the Preliminary Report except:

- Delinquent general and special taxes, assessments and/or bonds
- Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
- Deed(s) of Trust not assumed by Buyer

Parties to notify Settlement Agent in writing of any items which are specifically disapproved by Parties. Parties understands that should there be any involuntary liens recorded against Buyer at the time they acquire Property, these involuntary liens will become liens on the title.

CANCELLATION OF ESCROW

If one of the Parties desires to cancel the transaction, Settlement Agent requires a written cancellation notice and will advise the other party of the notice of cancellation via any method available to Settlement Agent, including electronic or U.S. mail.

If the parties do not provide mutual instructions regarding funds that have been deposited with the Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION:

- File an interpleader action, deposit the funds held with the court clerk and allow the court to disburse said funds. (In an interpleader action, costs and attorney's fees incurred by the Settlement Agent in bringing the action may be deducted from the amount deposited with the court clerk.); or
- Escheat dormant funds pursuant to State Law.
- If no written objection to cancellation is delivered to Settlement Agent by a Party within 10 days after notice is given, terminate the transaction.
- If no action is taken on this transaction within 6 months after the closing date specified in the settlement instructions, terminate the transaction.

Upon termination of the transaction, Settlement Agent shall deduct all fees, charges and reimbursements due, and return all documents. The remaining funds held in escrow will be remitted either to the Parties who deposited funds or pursuant to the unilateral instructions received and not objected to.

Notwithstanding the foregoing, upon receipt of notice of cancellation by a seller in a transaction subject to the Home Equity Sales Contract law (CC §1695 et seq.), Settlement Agent shall have the right to unilaterally cancel the escrow and may return all documents and funds without consent by or notice to the Buyer.

State Withholding & Reporting:

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.
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 any of the following applies:
 3. The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).
 4. The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
 5. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:
 - (a) The California real property being conveyed is the seller's or decedent's principal residence (within the

meaning of Section 121 of the Internal Revenue Code (IRC)).

(b) The last use of the property being conveyed was by the transferor as the transferor’s principal residence (within the meaning of IRC Section 121).

(c) The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

(d) The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

(e) The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes. The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Contact FTB: For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail WSCS.GEN@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

Buyer(s):

County of Kings

By: _____
Name:
Title:

Please indicate your forwarding address and phone number:

Home Phone: _____
Cell Phone: _____
Work Phone: _____
Email Address: _____

Seller(s):

Ruben S. Thorbus and Linda M. Thorbus, as trustees of the Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001

Linda M. Thorbus and Ruben S. Thorbus, as trustees of the Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001



First American Title™

First American Title Company
3000 W. Main
Visalia, CA 93291
(559)635-6803
Fax: (866)590-2167

This Company conducts the handling of escrow business pursuant to Department of Insurance, State of California, License Number CA, 151.

To: **First American Title Company ("Settlement Agent")**
Ann Kay, Escrow Officer

File No.: **5405-7006805 (AK)**
Date: **August 06, 2024**
Estimated Closing Date: **August 30, 2024**

Re: **023-030-039, 17th and Houston Road Project, Kings County, CA ("Property")**

Consideration: **\$30,000.00**

"Buyer": **County of Kings**

"Seller": **The Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001 and The Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001**

(Individually, a "Party" and collectively the "Parties")

Purchase/Sale Settlement Instructions-Supplement & Acceptance of Agreement

The Parties hand First American Title Company ("Settlement Agent"), that certain document entitled Right of Way Agreement (with Escrow Instructions) dated 07/24/2024 ("Agreement") executed by and between the Parties.

These instructions are not intended to alter, modify or change the Agreement, the purchase contract and/or Purchase/Sale Settlement Instructions between the Parties, with any addendums/amendments thereto, for the above referenced Property except with respect to the following:

Parties specifically acknowledge that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of the Agreement, and that Parties to the Agreement are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the Parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Settlement Agent a written instruction or acknowledgement specifying that all the executory terms and provisions of the Agreement, insofar as the same pertain to each said party respectively and any obligation of Settlement Agent relative thereto, have been fully met or complied with, or are waived.

Further, each Party shall specifically release Settlement Agent from all liability, if any, which it may have in connection with this escrow because of any Party's failure to meet or comply with any such executory term or provision of the Agreement, prior to close of escrow. Deposit of written instruction or acknowledgement with Settlement Agent shall constitute each the Party's authorization to close this escrow.

Buyer:

Seller:

County of Kings

Ruben S. Thorbus and Linda M. Thorbus, as trustees of the Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001

By: _____
Name:
Title:

Ruben S. Thorbus, Trustee



Kristine Lee
Kings County Assessor

1400 W. Lacey Blvd.
Hanford, CA 93230
559-852-2486
Fax: 559-582-2794

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

ASSESSOR'S PARCEL NUMBER

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

YES NO Are you a disabled veteran, or the unmarried surviving spouse of a disabled veteran, who, due to a service connected injury or disease, was either rated 100% disabled or compensated at 100% due to unemployability by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS) CITY STATE ZIP CODE

PART 1. TRANSFER INFORMATION *Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- *C. This is a transfer: between parent(s) and child(ren) between grandparent(s) and grandchild(ren).
Was this the transferor/grantor's principal residence? YES NO
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence owned by a person 55 years of age or older.
Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled.
Within the same county? YES NO
- *G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency. Within the same county? YES NO
- H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
- I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
- K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- *P. This transfer is to the first purchaser of a new building containing a leased owned active solar energy system.
- Q. Other. This transfer is to _____

* Please refer to the instructions for Part 1. Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
- Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- Other. Please explain: _____

C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price \$ _____

B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____

C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____

- FHA (___ Discount Points) Cal-Vet VA (___ Discount Points) Fixed rate Variable rate
- Bank/Savings & Loan/Credit Union Loan carried by seller
- Balloon payment \$ _____ Due date: _____

D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____

- Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
- Balloon payment \$ _____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____

G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____

- Direct from seller From a family member-Relationship _____
- Other. Please explain: _____

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

- Single-family residence Co-op/Own-your-own Manufactured home
- Multiple-family residence. Number of units: _____ Condominium Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial

B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____

C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____

E. The condition of the property at the time of sale was: Good Average Fair Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	DATE TITLE	TELEPHONE (____) _____ EMAIL ADDRESS
---	-------------------	--

The Assessor's office may contact you for additional information regarding this transaction.



TO:
Tax Assessor's Office
County of Kings, CA
1400 W. Lacey Blvd.
Hanford, CA 93230

Date: _____

TAX CANCELLATION REQUEST

ASSESSOR'S PARCEL NUMBER: 023-030-039

INSTRUMENT NUMBER:

RECORDATION DATE:

The County of Kings acquired fee title to A PORTION of the real property described below.
Please cancel taxes on the subject property as provided for in Section 4986 of the Revenue and
Taxation Code and issue a refund to the property owner, as applicable.

The legal description for said property is:

See Deed attached.

Requested by: The County of Kings

By: _____
Name of signer:
Title:

Date: _____

FUNDS DISBURSEMENT REQUEST

TO: Patricio Villegas	PROJECT: Kings County – 17 th & Houston Road
EMAIL: patricio.villegas@co.kings.ca.us	APN: 023-030-039
	OWNER: the Ruben S. Thorbus Revocable Trust & the Linda M. Thorbus Revocable Trust

CLAIMANT: Ruben S. Thorbus and Linda M. Thorbus, as Trustees

FOR: Property acquisition for the County of Kings – 17th & Houston Road Project

PROJECT ADDRESS: no site address / Lemoore, CA 93245

DISBURSEMENTS:

<u>TYPE OF CLAIM:</u> Property Acquisition, per Agreement dated 7/23/24	\$30,000
Escrow & title fees	<u>\$ 1,201</u>

TOTAL DISBURSEMENT REQUESTED: \$31,201

ENCLOSURES: (See attached estimated escrow closing statement)

PAYMENT INSTRUCTIONS:

Please prepare check in the amount of \$31,201 payable to: First American Title Escrow (Ref. Escrow No. 5405-7006805)

Please forward to First American Title, Attn: Ann Kay, 3000 Main Street, Visalia, CA 93291

Direct questions to Jen Mizrahi at (805) 714-4087 or jmizrahi@hamner-jewell.com

PREVIOUS CLAIMS PAID: None

IS THIS A FINAL CLAIM? Yes

RECOMMENDED BY:



J.T. Katavich
Hamner, Jewell & Associates

DATE: 8/21/24

DISBURSEMENT AUTHORIZED:

County of Kings

By: _____

DATE: _____



First American Title Company

3000 W. Main •Visalia, CA 93291

Office Phone:(559)625-1550 Office Fax:(866)590-2167

Buyer's Estimated Settlement Statement

Property Address: 023-030-039, 17th and Houston Road Project, Kings County, CA
File No: 5405-7006805
Officer: Ann Kay/dg
Estimated Settlement Date: 08/30/2024
Disbursement Date:
Print Date: 08/05/2024, 4:53 PM

Buyer: County of Kings
Address: Department of Public Works, 1400 W. Lacy Boulevard, Bldg 6, Hanford, CA 93230
Seller: The Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001; The Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001
Address: 3060 Merlan Ct., Hanford, CA 93230

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	30,000.00	
Title/Escrow Charges to:		
Recording Services to First American Title Company	26.00	
Escrow Fee to First American Title Company	775.00	
CLTA Standard Coverage Owners Policy to First American Title Company	400.00	
Cash (X From) (To) Buyer		31,201.00
Totals	31,201.00	31,201.00

Escrow related fees including separate fees for overnight mail- courier or notary services that are not included as part of First American's filed escrow fee may include a markup over the direct cost to First American for such services.

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

First American Title Company

By _____
Ann Kay



±
HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (559) 412-8710

Writer's email address: jtkatavich@hamner-jewell.com

TITLE ACCEPTANCE FORM

PROJECT: Houston Ave. and 17th Ave. Signal Project

PARCEL: AP# 023-030-039 (Thorbus Trusts)

Preliminary Report # 5405-7006805, dated 7/24/2024

First American Title Company (see attached)

PROPERTY TO BE ACQUIRED ALL [] PART []

Fee Simple:

14,375± sq. ft.

I <u>Listed Title Exceptions</u>	II <u>Exception Accepted</u>	III <u>Clearance Required</u>
1. Property taxes and assessments for the fiscal year 2024-2025, lien not yet due or payable.	X	
2. The lien of supplemental taxes, if any.	X	
3. The ownership of said land does not include rights of access to or from the street or highway abutting said land.	X	
4. Notice, disclosure and acknowledgement of agricultural land use protection and right to farm recorded May 27, 1998.	X	
5. Prior to the issuance of any policy of title insurance, the Company will require: a completed and signed Perishable Agricultural Commodities Act, 1930/ Packers and Stockyards Act Affidavit from the property owner.		X (Obtained in Escrow)
6. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley, or Highway.	X	
7. Water rights, claims or title to water, whether or not shown by the Public Records.	X	
8. Rights of parties in possession.		X (Lessee Consent Obtained)
9. Item deleted from prior PTR	N/A	
10. Prior to the issuance of any policy of title insurance, the Company will require: a completed Trust Certification from the property owner.		X (Obtained in Escrow)

This is to confirm that it is the intent of the undersigned agency to acquire title to the property rights sought in the referenced parcel(s) subject to each of the items listed in Column II above. Hamner, Jewell & Associates, and title and escrow, if applicable, are hereby requested to pursue subordinations, partial reconveyances, quitclaims or other applicable releases in order to clear any items marked in Column III, above, prior to closing.

Kings County:

By: _____

Date _____

Name: _____

Title: _____

Updated



First American Title™

First American Title Company

3000 W. Main

Visalia, CA 93291

California Department of Insurance License No. 151

Escrow Officer: Ann Kay
Phone: (559)635-6803
Fax No.: (866)590-2167
E-Mail: akay@firstam.com

Title Officer: Ann Kay
Phone: (559)635-6803
Fax No.: (866)590-2167
E-Mail: akay@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: County of Kings
Owner: Ruben Thorbus
Property: 023-030-039, 17th and Houston Road Project
Kings County, 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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based

upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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 July 24, 2024 at 7:30 A.M.

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

To Be Determined

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

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

Ruben S. Thorbus and Linda M. Thorbus, as trustees of the Ruben S. Thorbus Revocable Trust Dated Dec. 20, 2001, as to an undivided 1/2:

Linda M. Thorbus and Ruben S. Thorbus, as trustees of the Linda M. Thorbus Revocable Trust Dated Dec. 20, 2001, as ao an undivided 1/2 Interest

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

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:

- 1A. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.
1. Intentionally Deleted
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.
3. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OF FROM THE STREET OR HIGHWAY ABUTTING SAID LAND.
4. The terms and provisions contained in the document entitled "NOTICE, DISCLOSURE AND ACKNOWLEDGMENT OF AGRICULTURAL LAND USE PROTECTION AND RIGHT TO FARM POLICIES OF THE COUNTY OF KINGS" recorded MAY 27, 1998 as INSTRUMENT NO. [9810677](#) of Official Records.

5. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

6. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
7. Water rights, claims or title to water, whether or not shown by the Public Records.
8. Rights of parties in possession.
9. Intentionally Deleted

Prior to the issuance of any policy of title insurance, the Company will require:

10. With respect to the trust referred to in the vesting:
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. 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.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	\$683.39, PAID
Penalty:	\$0.00
Second Installment:	\$696.50, PAID
Penalty:	\$0.00
Tax Rate Area:	074004
A. P. No.:	023-030-039-000

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Kings, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS PARCEL 2 OF PARCEL MAP RECORDED IN [BOOK 15 PAGE 10](#) OF PARCEL MAPS, KINGS COUNTY RECORDS.

APN: 023-030-039-000

KINGS COUNTY ASSESSOR'S MAP
 POR. SEC. 1-19-20

074-004

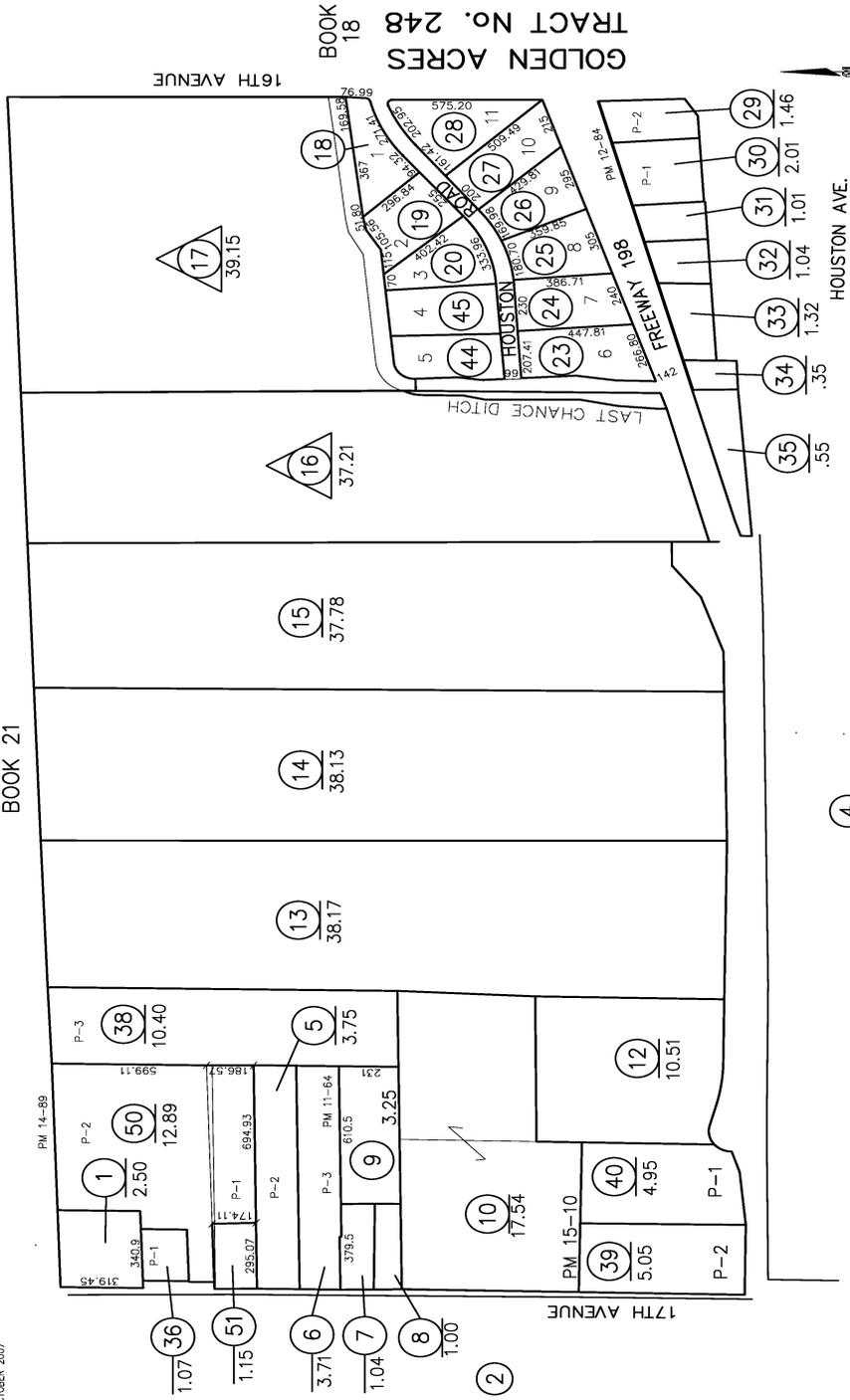
BOOK 21

PM 14-89

PM 11-64

PM 12-84

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
 IT IS NOT TO BE CONSTRUED AS PORTRAYING
 LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
 PURPOSES OF ZONING OR SUBDIVISION LAW.
 OCTOBER 2007



LAND PRESERVE
 NON-RENEWAL

Copyright © 1997, Kings County Assessor's Office
 All rights reserved

02/27/2012

NOTICE

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

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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

EXCEPTIONS FROM COVERAGE

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

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

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 unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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

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

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

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

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:

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:

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 in 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 that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.