



# Redwood Empire Title Company of Mendocino County

221 East Pine Street  
Fort Bragg, CA 95437

Phone: (707)964-8666 • Fax: (707)409-6305

**Our No.:** 20221691MN

**Your No.:**

**Seller:** Mendocino Coast Recreation and Park  
District

**Buyer:** City of Fort Bragg

**When replying Please Contact:**

**ESCROW OFFICER:** Mandy Niesen

[mniesen@redwoodtitle.com](mailto:mniesen@redwoodtitle.com)

## UPDATED PRELIMINARY REPORT

Property Address: **State Route 20 and Summers Lane, Fort Bragg, CA 95437**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** 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. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 20, 2023 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

[sburlesci@redwoodtitle.com](mailto:sburlesci@redwoodtitle.com)

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

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:  
a Fee
2. Title to said estate or interest at the date hereof is vested in:  
Mendocino Coast Recreation and Park District, a political subdivision of the State of California
3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

## SCHEDULE B

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

1. Taxes and assessments, general and special, for the fiscal year 2023 - 2024, a lien not yet due or ascertainable.
2. 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.
3. Rights of the public, County and/or City, in and to that portion of said land lying within the boundaries of any public road or highway.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: August 3, 1951 in Book 296, Page 38 of Official Records  
For: aerial wires, cables and electrical conductors  
In favor of: The Pacific Telephone and Telegraph Company, a corporation
5. Lease upon the terms, covenants, and conditions contained therein,  
Dated: November 21, 1975  
Lessor: Georgia-Pacific Corporation, a Georgia corporation  
Lessee: Carlton Parker and Carol Parker  
Recorded: January 13, 1976 in Book 1025, Page 237 of Official Records  
  
Affects a portion of Tract One.  
  
Terms and provisions contained therein.
6. Terms and provisions as contained in an instrument,  
Entitled : Reciprocal Right of Way and Road Use Agreement  
Recorded: April 9, 1976 in Book 1035, Page 526 of Official Records
7. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: February 17, 1977 in Book 1076, Page 30 of Official Records  
For: ingress, egress, roadway and public utilities
8. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed April 20, 1989 in Map Case 2, Drawer 48, Page 21.
9. Terms and provisions as contained in an instrument,  
Entitled : Unilateral Executed Agreement  
Recorded: December 22, 1993 in Book 2139, Page 337 of Official Records
10. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: May 13, 2004 as 2004-10531 of Official Records  
For: ingress and egress  
  
Terms and provisions contained therein.
11. Terms and provisions as contained in an instrument,  
Entitled : Access Easement Agreement  
Recorded: May 13, 2004 as 2004-10532 of Official Records

12. Terms and provisions as contained in an instrument,  
Entitled : Site Lease  
Recorded: May 7, 2008 as 2008-06675 of Official Records
13. Terms and provisions as contained in an instrument,  
Entitled : Sublease/Option Agreement  
Recorded: May 7, 2008 as 2008-06676 of Official Records
14. Terms and provisions as contained in an instrument,  
Entitled : Assignment of Lease and Site Lease  
Recorded: May 7, 2008 as 2008-06677 of Official Records
15. Terms and provisions as contained in an instrument,  
Entitled : Right of First Refusal Agreement  
Recorded: November 23, 2022 as 2022-13066 of Official Records

**END OF SCHEDULE B**

**INFORMATIONAL NOTES:**

1. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-070-07  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
2. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-070-10  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
3. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-070-11  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
4. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-080-14  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
5. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-080-16  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
6. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows  
Assessor's Parcel No.: 019-080-23  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed

7. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:  
NONE

## EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23

1-042  
78-028

N $\frac{1}{2}$  of Sec. 16 T.18N. R.17W. M.D.B.&M.

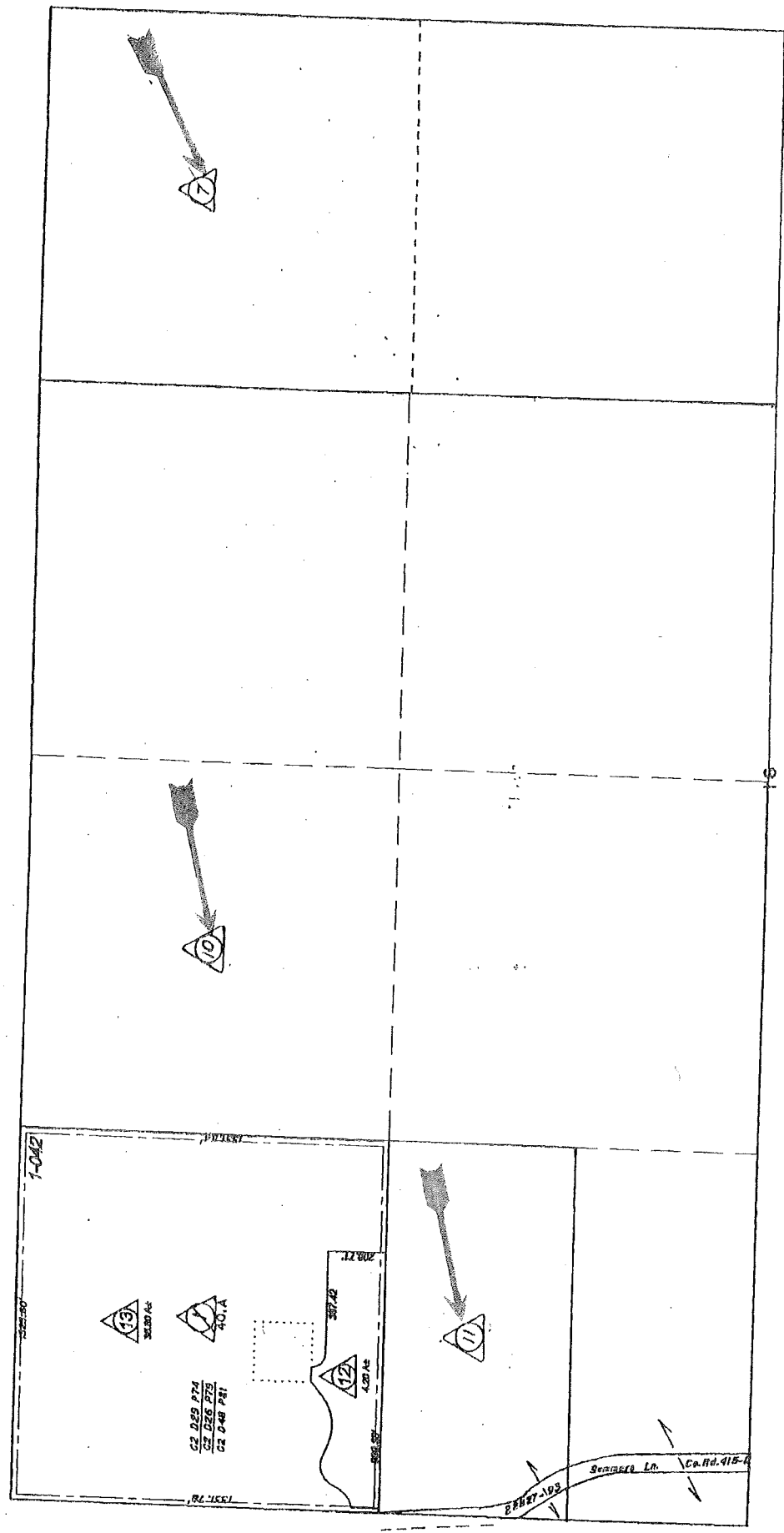
19-07



BK  
20  
42

03

08



"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land interested person with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Map was prepared for  
process only. No liability  
is data delineated

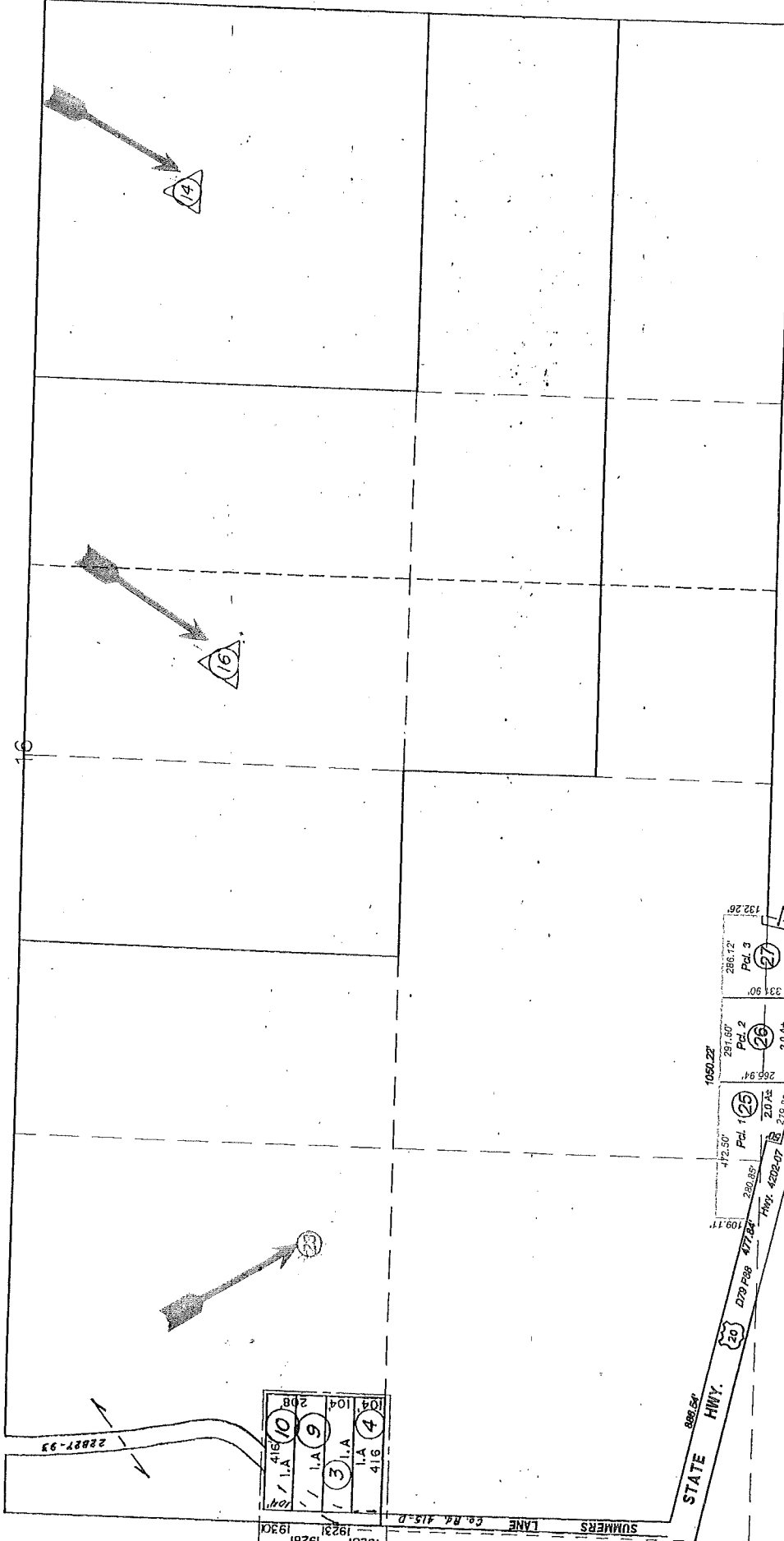
Assessor's Map  
County of Mendocino, Calif.  
Updated January 25, 2011

S<sup>1</sup>/<sub>2</sub> of Sec. 16, Por. of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of Sec. 21 T.18N. R.17W. M.D.B.&M.

76-028  
76-012

19-08

7



BK  
20  
42



15

67

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land. No liability is assumed by reason of any reliance hereon."

as prepared for  
is only. No liability  
data delineated

Assessor's Map  
County of Mendocino, Calif.  
Updated March 20, 2012



**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

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

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

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

### EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown 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.

## **Privacy Statement**

### **July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

#### **In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

#### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

#### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

#### **Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

#### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.