



## Staff Report

### August 14, 2018

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Sean Rabé, Town Manager  
**DATE:** August 14, 2018  
**RE:** RFP for 3800 Taylor Road Sale

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#### **Recommendation**

Staff recommends the Town Council review the attached Request for Proposals (RFP), provide any additional input on the document, and authorize the Town Manager to release the RFP for a period of 30 days.

#### **Issue Statement and Discussion**

The Town Council previously provided direction to Staff to begin the process of potentially selling several Town-owned properties. Of those properties, the WW Moulding Plant property on Taylor Road has been a particular focus. In May, Council directed staff to prepare a RFP for the potential sale or lease of the property.

As noted in previous Staff reports, there are specific processes for divesting public properties. The first step in that process is obtaining an appraisal for the property. That appraisal has been completed, but it is not attached to this Staff report in order to maintain confidentiality.

The second step in the process is to issue a RFP to gauge developer interest in the property. That RFP is attached to this staff report. The RFP is written in a way that allows for flexibility to potential developers – staff feels it is important to “cast the net” as widely as possible.

Staff believes it is important to not only look at the proposed purchase (or lease) price of the property, but to also consider the potential use that any buyer would propose. The reason for this is to ensure the property would be used in a way that provides a compliment to the Downtown area.

A recent State law (AB 806, 2016) authorizes local governments to acquire, sell or lease property for the “furtherance of the creation of an economic opportunity.” Once the Town has received the results of the RFP, the Town will need to follow a specific process to either sell or lease the property that includes approving the sale at a public hearing. The Town will need to prepare a report that discloses the estimated value of the property at that time. The Town can sell the property for less than fair market value if it wishes, but the Town must provide an explanation for doing so. An explanation as to why the sale or lease of the property will assist in the creation of economic opportunity, as defined by statute, must also accompany the report. Additional findings for the lease of the property are also required.

Staff is prepared to answer any questions you may have.

**CEQA Requirements**

There are no CEQA implications associated with the recommended action.

**Financial and/or Policy Implications**

There is no financial implication to the recommended action.

**Attachments**

- A. RFP, with exhibits



# Request for Proposal WW Moulding Plant Development Opportunity

3800 Taylor Road, Loomis

The Town of Loomis is seeking exciting, creative and quality proposals for the purchase or lease and development of a high profile site in downtown Loomis. This is an opportunity to develop one of the remaining vacant parcels along Taylor Road and to contribute to the renaissance downtown Loomis is undergoing.

## CONTEXT MAP

AERIAL PHOTOGRAPH



## **PROPERTY**

The property is located along the north side of Taylor Road, extending from Shawn Drive to just past Circle Drive. The property is bound to the north by the Union Pacific rail line and has a long, narrow shape. The site consists of three parcels of land zoned for general commercial development.

The property historically was operated as W&W Moulding for lumber milling and storage, however it is currently used to manufacture tiny houses. All of the building and site improvements are owned by the tenant. The property may or may not include the building or site improvements at the point of sale; the Town will work with the selected developer to determine whether or not the existing building is salvageable.

## **SITE ATTRIBUTES**

- Size: 177,694 square feet, or 4.08 acres
- Zoning: CG (General Commercial)
- General Plan: General Commercial. The zoning conforms to the General Plan designation
- Surrounding Land Uses: Land uses immediately surrounding the property include a nursery to the north, rural residential and hobby farms to the west, on the opposite side of the Union Pacific railroad line, and small commercial uses followed by single family residential development to the south, on the other side of Taylor Road.
- Shape: The subject has a long, tapered shape. Please refer to the Assessor's map in Exhibit B.

There are three parcels for a total of approximately 4.08 acres (see attached title report). The Town seeks development of all parcels as one cohesive project. The Town is the current owner of all parcels, and will only consider selling/leasing them as one overall project. Development of the site that includes primarily retail uses is most desirable to the Town.

See **Exhibits A and B** for more information.

## **DEVELOPMENT GOALS**

- Create a project that enhances the vitality of downtown Loomis and complements the Town's existing, successful businesses (such as High Hand Nursery, Loomis Basin Brewery Pub and the Blue Goose Event Center). Potential uses should include a retail component.
- Utilize high-quality design and materials as well as incorporating historic artifacts.
- Complete project in a timely manner.
- Work with Town to bring project to fruition.
- Proposals must include who and how the project is to be developed and operated. Include a pro forma.

## **ASKING PRICE**

Negotiable. The Town will only accept proposals that include all parcels. The Town prefers to sell the parcels; however, the Town is also willing to enter into lease agreement of up to five years that has a purchase option at the end of the lease. An appraisal was recently completed on the property.

## **SUBMITTAL REQUIREMENTS**

Submit 1 electronic copy and 1 hard copy of the following information by **5:00 pm on September 14, 2018**

- Project Summary
- Preliminary development budget showing total development costs, proposed sources and uses of funds and a pro forma analysis for all parcels identified in the proposal.
- Conceptual drawings including building elevations and site improvements
- Proposed timeline, including project milestones
- Identification of development team
- Public Disclosure Statement

## **REVIEW & SELECTION PROCESS**

The following criteria will be used to review the proposals:

- Quality, attractiveness and uses of proposed development
- Sensitivity to the relationship to adjacent parcels as well as the relationship to the overall downtown area
- Compatible design elements to downtown Loomis
- Tax base to be generated and other project related revenues to be generated to Town
- Experience in developing and operating other similar projects
- Financial capacity
- Project Schedule

The selected proposal will be presented to the Loomis Town Council for formal acceptance and authorization to proceed with negotiations of a Development Agreement. The selected developer will be required to provide documentation verifying that it has the financial wherewithal to advance the project including evidence of a bona fide financing commitment prior to fee simple conveyance of land.

## **DEVELOPER PERFORMANCE**

Developer shall address in the proposal how they will guarantee performance in completing the project. The Town is willing to consider a variety of options including but not limited to a performance bond, pledge of collateral or letter of credit.

## **OTHER APPROVALS**

Developer is solely responsible for obtaining any and all development approvals. The Town will assist selected developer in obtaining such approvals.

## **SPECIAL NOTE**

The Town reserves the right to reject any and all proposals for any reason at its sole discretion, to negotiate the terms and conditions of the eventual contract with the developer awarded to purchase and development rights and to impose additional use restrictions, if necessary.

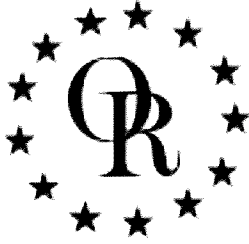
The contents of this packet are for informational purposes only and the representations made herein, though thought to be accurate, are without warranty. Development teams should rely exclusively on their own investigations and analyses.

The Town will honor confidentiality requests to the extent possible. If attachments are proprietary, please mark items as such.

**QUESTIONS**

All questions concerning the Request for Proposal must be submitted in writing to Sean Rabe, Loomis Town Manager (PO Box 1330, Loomis, CA 95650), no later than 5:00 pm on September 5, 2018. All responses to questions, changes or clarification, will be posted to the Town's website (under the Planning Department) by 5 pm Friday, September 7, 2018. It is the responsibility of the proposers to review the website prior to submission.

**Exhibit A – Title Report**



Guarantee No.:	CTG-8000863
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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
GUARANTEE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, HEREIN CALLED THE COMPANY,

**GUARANTEES**

the Assured named in Schedule A of this Guarantee,

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

**SCHEDULE A**

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A  
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.


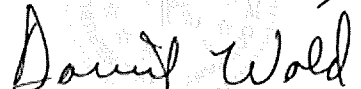
**Issued By:**

Placer Title Company  
5828 Lonetree Blvd., Suite 200  
Rocklin, CA 95765  
Agent ID: A04360

  
\_\_\_\_\_  
Authorized Countersignature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *President*  
Attest  *Secretary*



## Condition of Title Guarantee SCHEDULE A

Order No.: P-256592  
Guarantee No.: CTG-8000863  
Date of Guarantee: March 22, 2018 at 7:30AM  
Amount of Liability: \$1,000.00  
Premium: \$800.00

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1. Name of Assured:

**Town of Loomis, a Municipal Corporation**

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

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

**See Exhibit "A" for Legal Description**

4. Assurances

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

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

**Town of Loomis, a Municipal Corporation**

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

## Condition of Title Guarantee SCHEDULE B

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2018-2019, a lien, not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Any taxes or assessments levied by:
  - A. Placer County Water Agency
  - B. South Placer Municipal Utility District

No taxes assessed for the fiscal year 2017-2018 for the following:

APN`S: 044-133-003, 044-080-063 and 044-120-074

4. Rights incidental to any claim of ownership by the Union Pacific Railroad Company, to any portion of the herein described property, which boundaries may be disclosed on various railroad maps.
5. Any claim based upon an alleged failure to comply with 43 USC 913.
6. The terms, provision, conditions, limitation, reversionary rights and other matters contained in that certain Act of Congress, dated July 1, 1862 (CF. 12 Stats 489) and the amendments thereto.
7. The terms, conditions and provisions as contained in the document entitled "Synopsis of Terms and Conditions", by and between Central Pacific Railway Company and Southern Pacific Company, recorded September 26, 1918, as (book) 172 of Deeds (page) 1.  
[Document Link](#)
8. An easement over said land for public highway and incidental purposes, as granted to State of California, in deed recorded August 27, 1937, (book) 370 (page) 400, Official Records.  
  
Affects:                   a portion of said property.  
  
No representation is made as to the current ownership of said easement.  
[Document Link](#)
9. Lack of Abutters Rights in and to the freeway or highway adjacent to said property, said rights having been released and relinquished by deed to the State of California, recorded October 10, 1950, (book) 576 (page) 614, Official Records.  
[Document Link](#)
10. Lack of Abutters Rights in and to the freeway or highway adjacent to said property except at established points, said rights having been released and relinquished by deed to the State of California, recorded June 30, 1960, (book) 840 (page) 426, Official Records.  
[Document Link](#)

11. The terms, conditions and provisions as contained in the document entitled "Resolution of the town council of the Town of Loomis establishing a road circulation improvement fee for all development within the Town of Loomis", executed by Town of Loomis, dated December 12, 1995, recorded February 27, 1997, as (instrument) 97-0011730-00, Official Records.

[Document Link](#)

12. An easement over said land for telecommunications transmission system and incidental purposes, as granted to Williams Communications, Inc., (formerly known as VYVX, Inc.) a Delaware Corporation, in deed recorded August 11, 2005, (instrument) 2005-0106337, Official Records.

Affects: a portion of said property.

No representation is made as to the current ownership of said easement.

[Document Link](#)

13. An easement over said land for fiber optic cable easement (#1) and incidental purposes, as reserved by Union Pacific Railroad Company, in deed recorded December 12, 2008, (instrument) 2008-0095584, Official Records.

Affects: a portion of said property.

No representation is made as to the current ownership of said easement.

[Document Link](#)

14. An easement over said land for fiber optic cable easement (#2) and incidental purposes, as reserved by Union Pacific Railroad Company, in deed recorded December 12, 2008, (instrument) 2008-0095584, Official Records.

Affects: a portion of said property.

No representation is made as to the current ownership of said easement.

[Document Link](#)

15. An easement over said land for existing sanitary sewer easement and incidental purposes, as reserved by Union Pacific Railroad Company, in deed recorded December 12, 2008, (instrument) 2008-0095585, Official Records.

Affects: a portion of said property.

No representation is made as to the current ownership of said easement.

[Document Link](#)

16. The following matters as disclosed by Map filed December 24, 2008, in Book 20 of Surveys, Page 105, Official Records:

A.) Possible chain link fence line encroachment over area as shown.

B.) Existing encroachment over a Northerly portion (+ 6.7 feet) as shown on map.

[Document Link](#)

## EXHIBIT "A" – LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

### Parcel One:

Beginning at a point on the Northwestern boundary of the Victory Highway right of way near the Town of Loomis, Placer County, California, from which point the 1/4 Section Cor. between Section 9 and 10, Township 11 North, Range 7 East, M.D.B.&M., bears South 83° 42' East a distance of 1,404.0 feet and running thence North 53°38' West 100.0 feet, thence South 36° 22' West 75.0 feet thence East 125.0 feet to the point of beginning, being the same land conveyed to the County of Placer November 8, 1923 in Book 211, Page 88, Official Records.

### Parcel Two:

Beginning at a point on the Northwestern boundary of the State Highway, from which point Engineer's Station 360-92.1 bears South 36° 38' West 187.12 feet, and running thence North 35° 57' East 72.7 feet; thence North 88° 45' East 43.8 feet to a point on the Northwestern boundary of said Highway; thence South 55° 19' West 104.25 feet along said boundary of said Highway 10 the place of beginning; being further described as being a fractional part of the Northeast quarter of Section 9, Township 11 North, Range 7 East M.D.B.&M., being the same land conveyed to the County of Placer, in deed recorded September 6, 1923 in Book 209, Page 449, Official Records.

### Parcel Three:

That portion of State Highway right of way in Section 9, Township 11 North Range 7 East M.D.B.&M., described as follows:

Commencing at the point of intersection of the South line of a triangular parcel of land owned by the County of Placer with a curve concentric with and 40.0 feet Westerly, measured radially, from the centerline of the Department of Public Works' Survey between Loomis and Newcastle, Road III-PLA-17-A, from which point Engineer's Equation Station 369+89.5 = 369+90.9 of said survey bears North 44° 56' 30" East 326.14 feet, and from which point the East quarter corner of said Section 9 bears North 89° 10' East 12.0 feet and South 83° 42' East 1,404.0 feet; thence, from a tangent that bears South 39° 45' 30" West along said concentric curve, to the right with a radius of 4,960 feet, through an angle of 0° 55' 20", a distance of 79.8 feet; thence, South 64° 29' West 176.2 feet to the Southeasterly right of way line of the Southern Pacific Company; thence, along said Southeasterly line North 35° 45' East 166.8 feet to the most Westerly corner of said triangular parcel; thence, along the South line of said triangular parcel North 89° 10' East 113.0 feet to the point of beginning; being the same land relinquished to the County of Placer by Instrument recorded November 29, 1937 in Book 375, Page 74, Official Records.

### Parcel Four:

All that portion of State Highway 40 as conveyed to the County of Placer from the State of California in that certain "Relinquishment of Superseded State Highway in the County of Placer, road III PLA 17-A", recorded June 30, 1960 in Volume 840 at Page 426, Official Records of Placer County that lies Northwesternly of the following described line:

Commencing at the most Easterly corner of the above described Parcel Two being on a curve concentric with and 40.0 feet Westerly, measured radially, from the centerline of the Department of Public Works Survey between Loomis and Newcastle, Road III PLA-17-A, from which point Engineers Equation Station 369+89.5 - 369+90.9 of said survey bears North 44° 56' 30" East, 326.14 feet, and from which point the

East quarter corner of said Section 9 bears North 89° 10' East, 12.0 feet and South 83° 42' East 1,404.0 feet; thence from said point of commencement, along the Southeasterly line of said parcel from a tangent that bears South 39° 45' 30" West, along said concentric curve, to the right, with a radius of 4,960 feet, through an angle of 0° 55' 20", a distance of 79.8 feet to the Southeast corner of said Parcel Two, the true point of beginning; thence continuing along the arc said concentric curve, with a radius of 4,960 feet, for a distance of 520 feet, more or less, to the Southeasterly right of way line of the Union Pacific Railroad (formally Southern Pacific Railroad).

EXCEPTING THEREFROM Parcels One, Two, Three and Four above, all that portion lying Northeast of the Southwesterly line of the property conveyed to Scott Paris Enterprises, Inc. in Deed recorded July 13, 2012, as Instrument No. 2012-0062694-00, Official Records.

APN: 044-133-003

Parcel Five:

All of parcels 1, 2, 3, and 7 as described in the Quitclaim Deed to the Town of Loomis, and Parcel 4 as described in the Donation Quitclaim Deed to the Town of Loomis recorded on December 12, 2008, as Document No. 2008-0095584 and 2008-0095585 respectively, Placer County Official Records, and all that Real property described in the Quitclaim Deed to the Town of Loomis, recorded on December 28, 2000, Placer County Official Records, lying within the East half of Section 9, Township 11 North, Range 7 East, M.D.B. & M., in the County of Placer, State of California, described as follows:

Commencing at the Northeast corner of said Section 9, thence South 26° 13' 03" West 1,476.42 feet to the most Easterly corner of said Parcel 4, said point being the point of beginning; thence along the Southeasterly line of said Parcel 4, South 36° 09' 53" West 2,059.80 feet to a point on the Northerly right of way line of Taylor Road (80 feet in width); said point being the beginning of a non-tangent curve concave to the Northwest, having a radius of 4,960.00 feet, and a radial bearing of South 42° 16' 10" East; thence along said Northerly right of way line, 387.99 feet Southwesterly along said curve through a central angle of 04° 28' 55"; thence continuing along said Northerly right of way line, South 52° 12' 45" West 361.96 feet to the most Southerly corner of said Parcel 7; thence leaving said Northerly right of way line, North 39° 45' 45" West 69.15 feet to the most Westerly corner of said Parcel 7; thence along the Westerly, Northeasterly, and Southeasterly lines of said Parcels 7, 3, 2, 1 and said real property to the Town of Loomis the following five courses:

1. North 51° 49' 22" East 11.19 feet to the beginning of a curve to the left, having a radius of 2,874.84 feet;
2. 785.65 feet North along said curve through a central angle of 15° 39' 29";
3. North 36° 09' 53" East 2,539.39 feet;
4. South 54° 09' 57" East 150.00 feet;
5. South 36° 09' 53" West 559.41 feet to the point of beginning, as described on Boundary Line Adjustment recorded January 11, 2011, Instrument No 2011-0003828, Official Records.

EXCEPTING THEREFROM Parcel Five above, all that portion lying Northeast of the Southwesterly line of the property conveyed to Scott Paris Enterprises, Inc. in Deed recorded July 13, 2012, as Instrument No. 2012-0062694-00, Official Records.

ALSO EXCEPTING THEREFROM Parcel Five above, all that portion lying Northeast of the Southwesterly line of the property conveyed to Scott Paris, et ux. in Deed recorded February 27, 2015, as Instrument No. 2015-0014060-00, Official Records.

APN: 044-080-063 & 044-120-074

• \*\*\*\*\* END OF LEGAL DESCRIPTION \*\*\*\*\*

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

APN: 044-133-003, 044-080-063, 044-121-074, Loomis, CA 95650

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.

**CLTA GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)  
EXCLUSIONS FROM COVERAGE**

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

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

**GUARANTEE CONDITIONS**

**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

**2. Notice of Claim to be Given by Assured.**

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

**3. No Duty to Defend or Prosecute.**

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

## **GUARANTEE CONDITIONS (continued)**

### **4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.**

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

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

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

### **5. Proof of Loss or Damage.**

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

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



necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

## **GUARANTEE CONDITIONS (continued)**

### **6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

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

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

### **7. Limitation of Liability.**

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

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

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

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

### **8. Reduction of Liability or Termination of Liability.**

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

### **9. Payment of Loss.**

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

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

**10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had

## **GUARANTEE CONDITIONS (continued)**

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

### **11. Arbitration.**

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

### **12. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### **13. Severability**

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

#### **14. Choice of Law; Forum**

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the

terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

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

### **GUARANTEE CONDITIONS (continued)**

#### **14. Choice of Law; Forum**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

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

#### **15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 3000 Bayport Drive, Suite 1000, Tampa, Florida 33607-5402 (612) 371-3825.

### **PRIVACY POLICY NOTICE**

#### **Purpose Of This Notice**

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Maryland, Inc.  
Texas National Title

Placer Title Company  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.

- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Old Republic Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (*Contact Us*)



<b>Who we are</b>	
<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

<b>What we do</b>	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies.

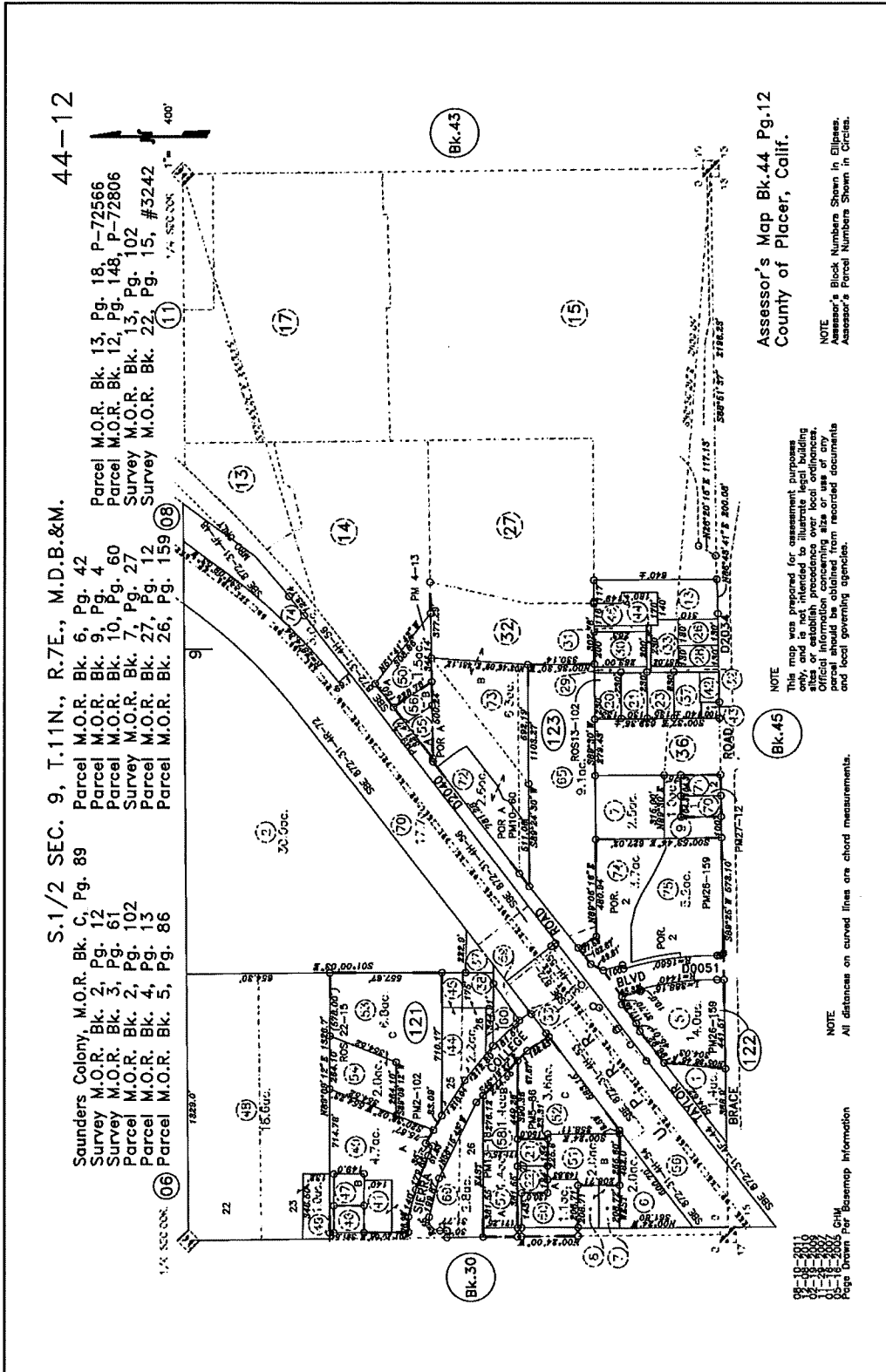
	<ul style="list-style-type: none"> <li>Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>Old Republic Title doesn't jointly market.</li> </ul>

### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



44-12

S.1/2 SEC. 9, T.11N., R.7E., M.D.B.&M.  
Saunders Colony, M.O.R. Bk. C, Pg. 89  
Parcel M.O.R. Bk. 2, Pg. 89  
Survey M.O.R. Bk. 3, Pg. 61  
Parcel M.O.R. Bk. 2, Pg. 13  
Parcel M.O.R. Bk. 5, Pg. 86

Parcel M.O.R. Bk. 13, Pg. 18, P-72566  
Parcel M.O.R. Bk. 12, Pg. 148, P-72806  
Survey M.O.R. Bk. 13, Pg. 102  
Survey M.O.R. Bk. 22, Pg. 15, #3242  
Parcel M.O.R. Bk. 6, Pg. 42  
Parcel M.O.R. Bk. 9, Pg. 4  
Parcel M.O.R. Bk. 10, Pg. 60  
Survey M.O.R. Bk. 7, Pg. 27  
Parcel M.O.R. Bk. 27, Pg. 12  
Parcel M.O.R. Bk. 26, Pg. 159(08)

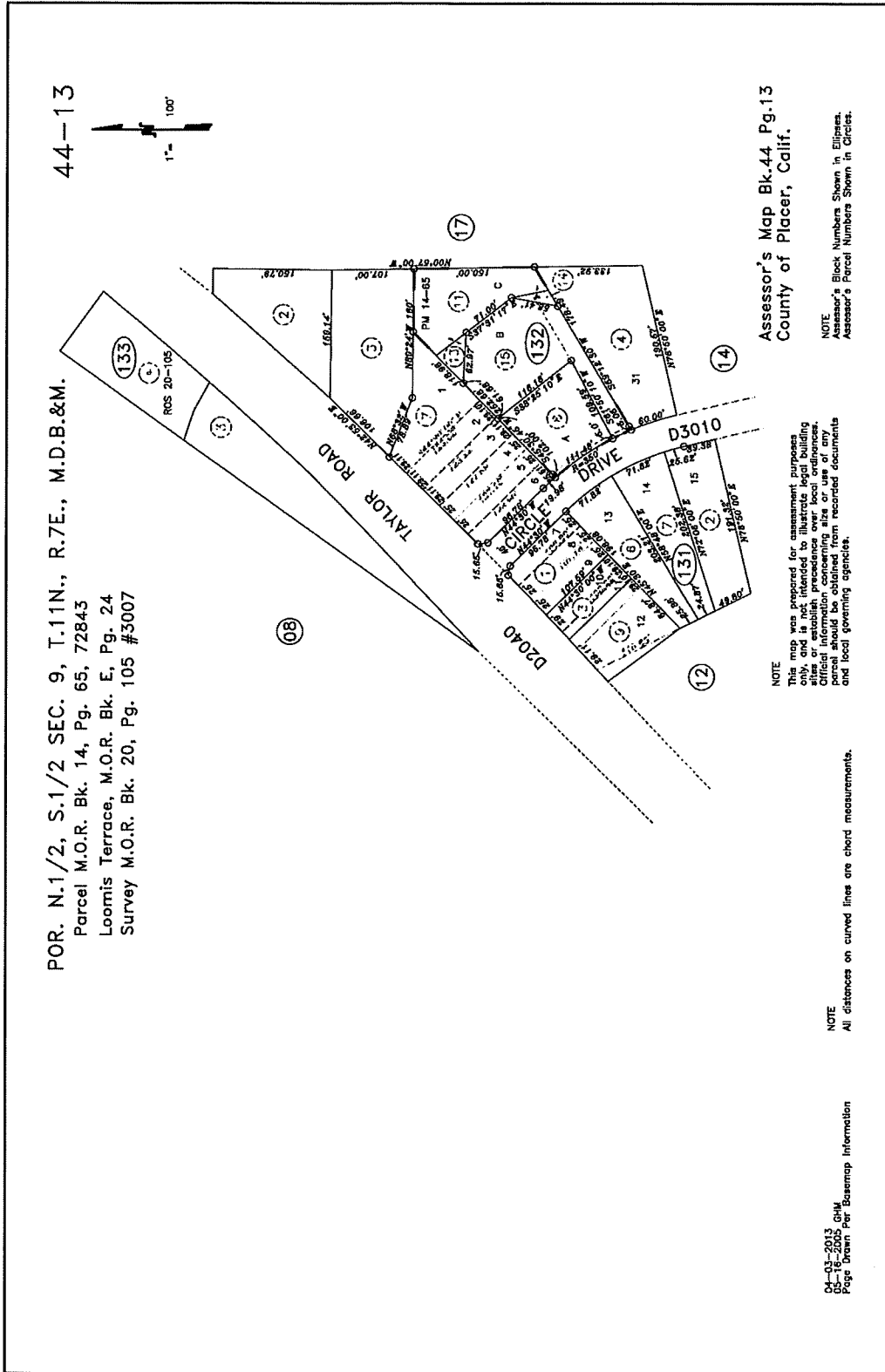
Assessor's Map Bk. 44 Pg. 12  
County of Placer, Calif.

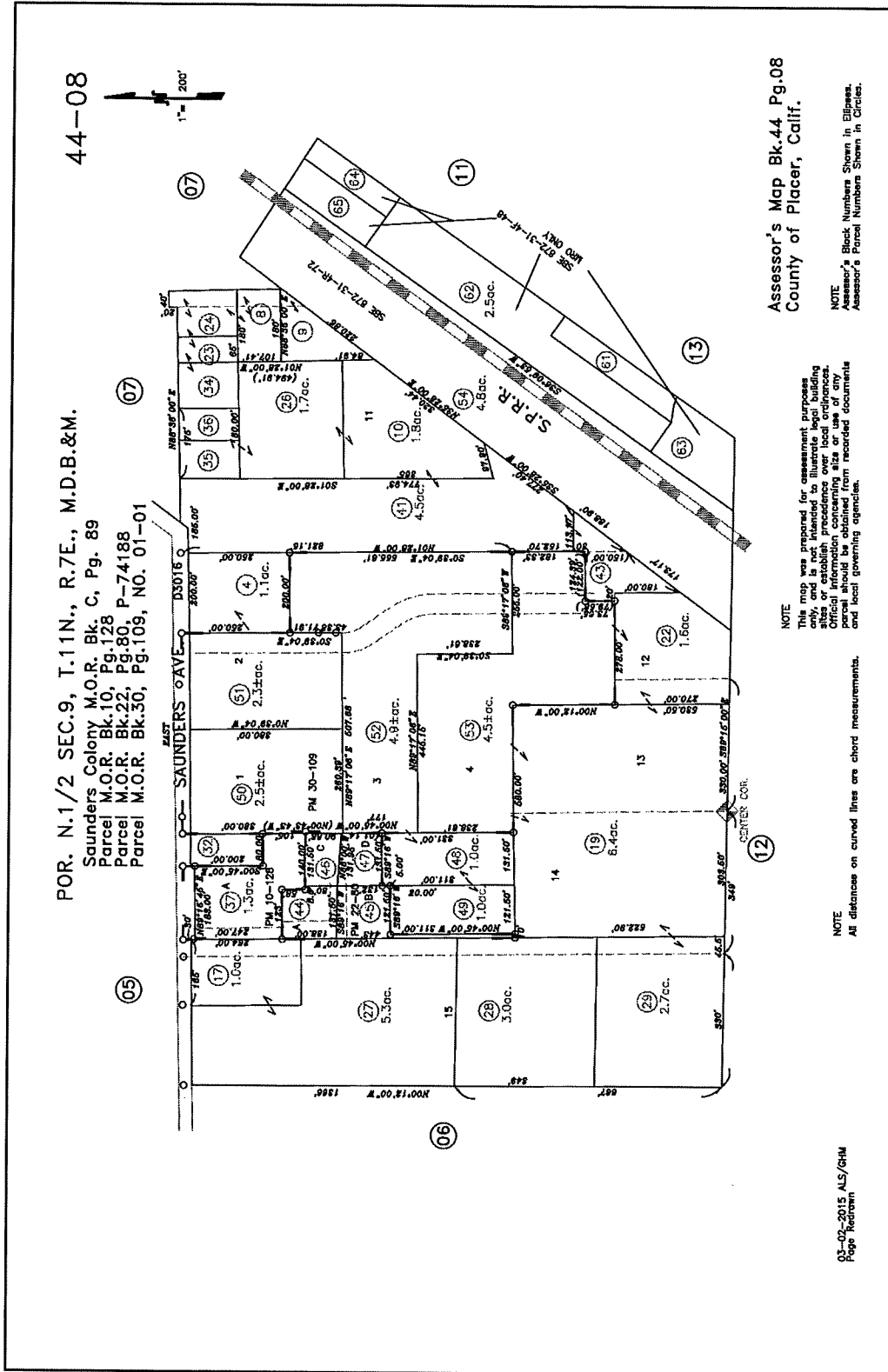
NOTE  
Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

NOTE  
This map was prepared for assessment purposes  
and is not intended to be used for legal purposes.  
Official information concerning size or use of any  
parcel should be obtained from recorded documents  
and local governing agencies.

NOTE  
All distances on curved lines are chord measurements.

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GJM  
08-10-2011





POR. N.1/2 SEC.9, T.11N., R.7E., M.D.B.&M.

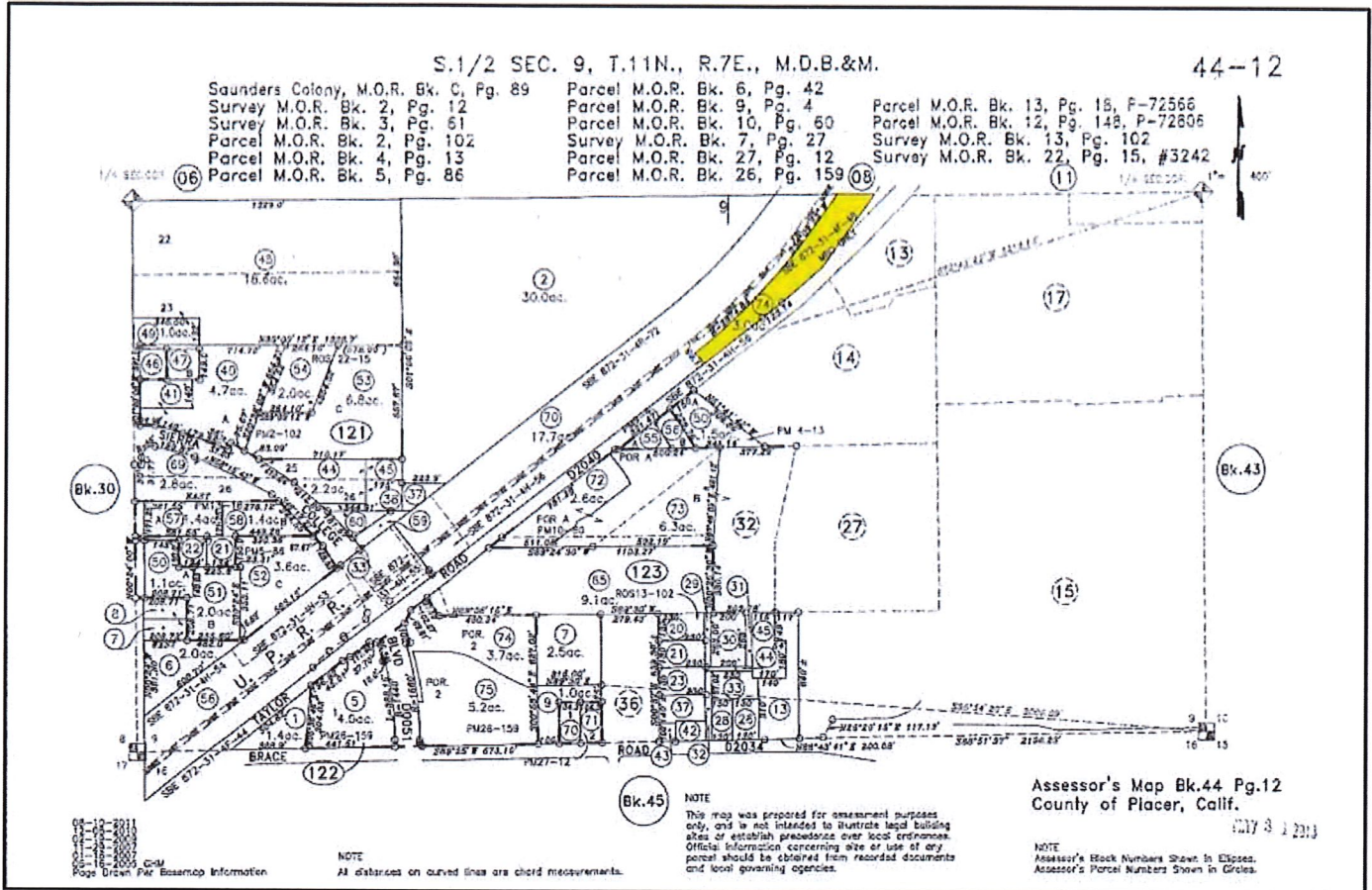
Saunders Colony M.O.R. Bk. C, Pg. 89  
Parcel M.O.R. Bk. 10, Pg. 128  
Parcel M.O.R. Bk. 22, Pg. 80, P-74188  
Parcel M.O.R. Bk. 30, Pg. 109, NO. 01-01



Exhibit B

ASSESSOR'S PARCEL MAP

APN 044-121-074

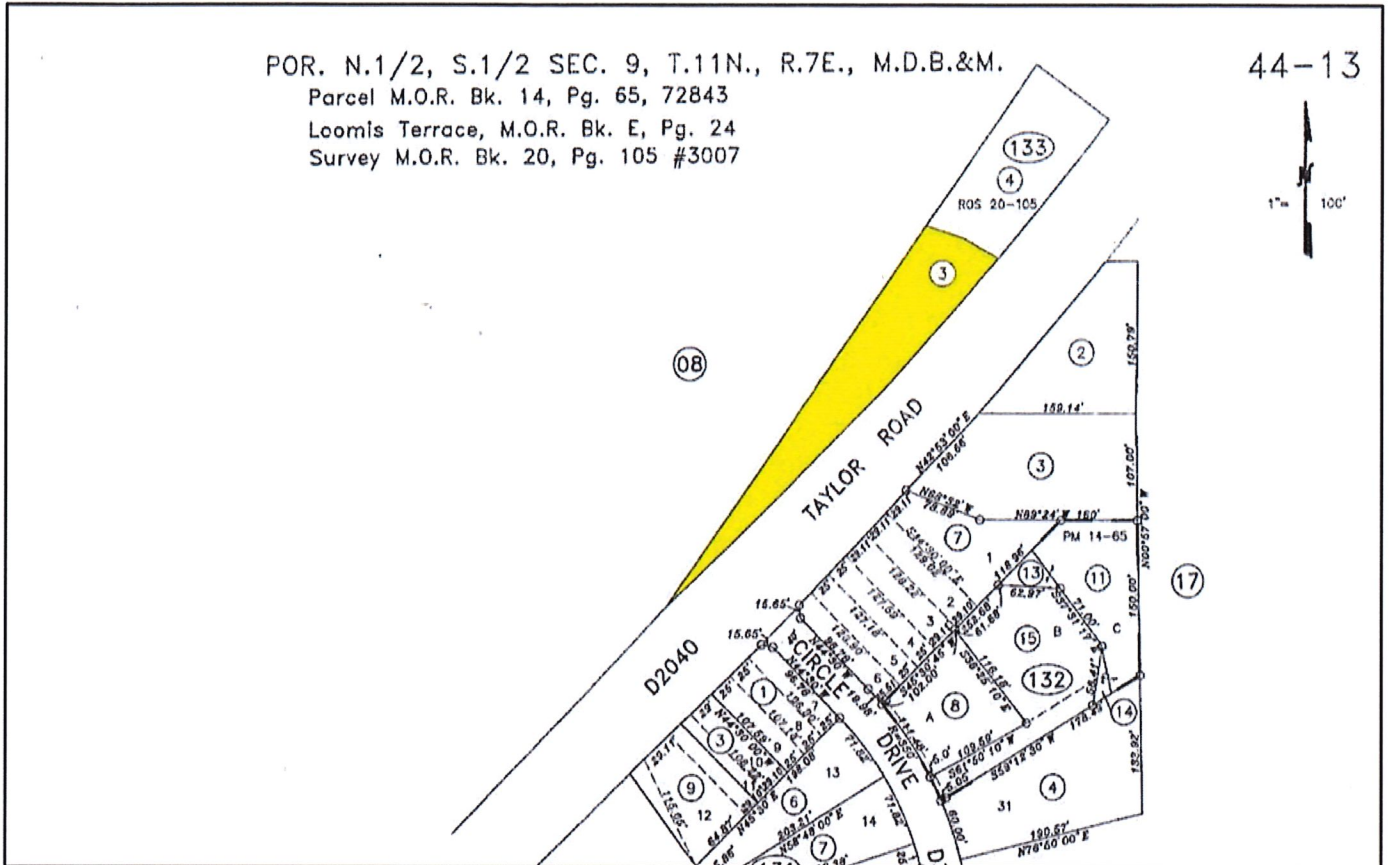
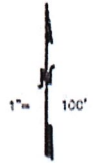


ASSESSOR'S PARCEL MAPS

APN 044-133-003

POR. N.1/2, S.1/2 SEC. 9, T.11N., R.7E., M.D.B.&M.  
Parcel M.O.R. Bk. 14, Pg. 65, 72843  
Loomis Terrace, M.O.R. Bk. E, Pg. 24  
Survey M.O.R. Bk. 20, Pg. 105 #3007

44-13

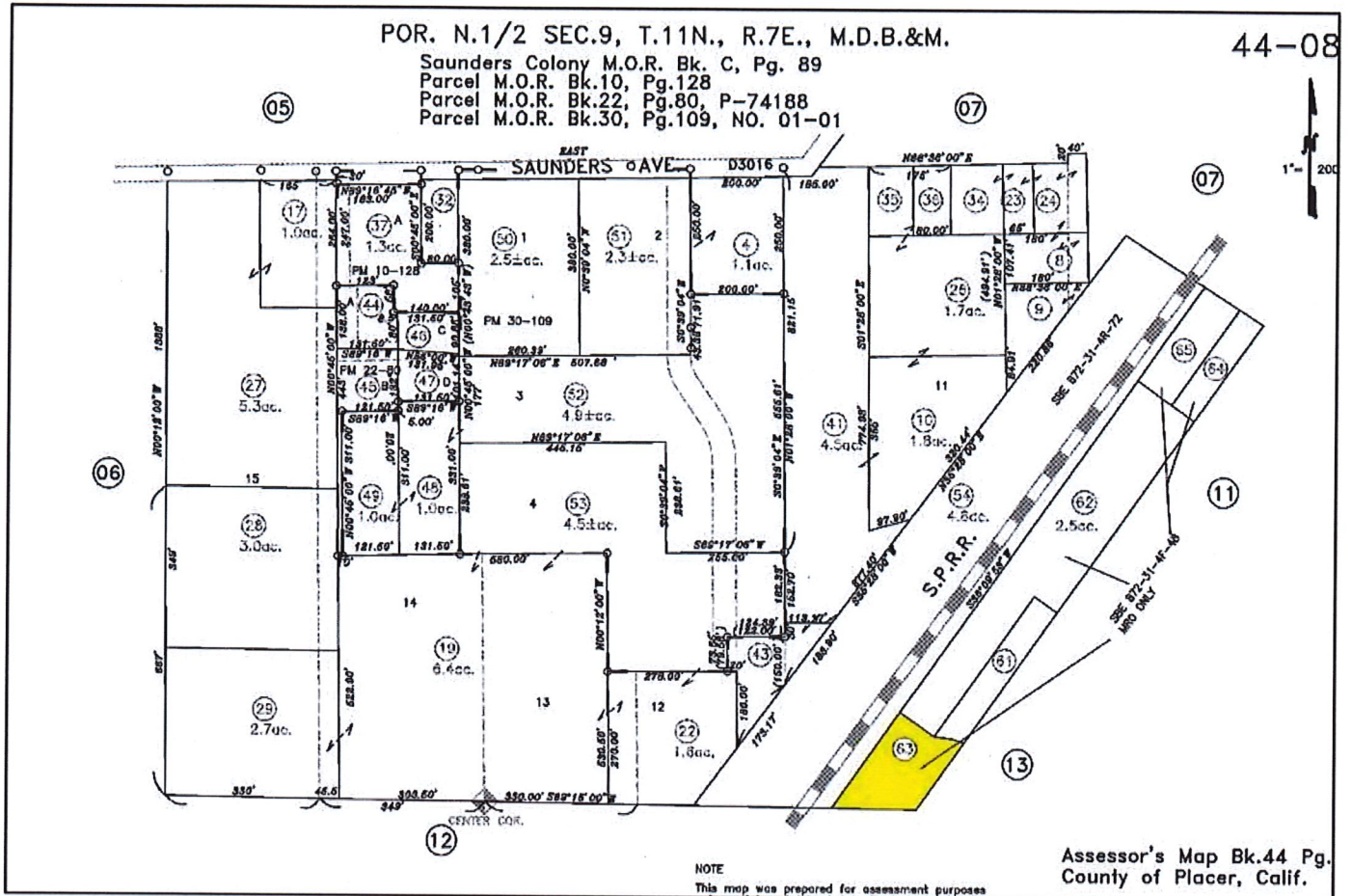


ASSESSOR'S PARCEL MAP

APN 044-080-063

POR. N.1/2 SEC.9, T.11N., R.7E., M.D.B.&M.  
Saunders Colony M.O.R. Bk. C, Pg. 89  
Parcel M.O.R. Bk.10, Pg.128  
Parcel M.O.R. Bk.22, Pg.80, P-74188  
Parcel M.O.R. Bk.30, Pg.109, NO. 01-01

44-08



NOTE  
This map was prepared for assessment purposes

Assessor's Map Bk.44 Pg.  
County of Placer, Calif.