

**CONDITION OF TITLE**

Issued By:



**Fidelity National Title**  
Insurance Company

Guarantee Number:

**FFHO-FTO201275H**

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

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
a 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.

**Fidelity National Title Company of California**  
1034 Sixth Street, Suite B  
Eureka, CA 95501

Countersigned By:

Authorized Officer or Agent



**Fidelity National Title Insurance Company**

By:

President

Attest:

Secretary

| ISSUING OFFICE:   |
|---|
| Title Officer: Russell Janak<br>Fidelity National Title Company of California<br>1034 Sixth Street, Suite B<br>Eureka, CA 95501<br>Phone: 707-476-2510<br>Main Phone: (707)443-2824<br>Email: Russell.Janak@titlegroup.fntg.com |

**SCHEDULE A**

| Amount of Liability | Fee      | Title Officer |
|---------------------|----------|---------------|
| \$5,000.00          | \$500.00 | Russell Janak |

Date of Guarantee: August 10, 2020 at 07:30 AM

1. Name of Assured: County of Humboldt
2. The estate or interest in the Land which is covered by this Guarantee is:  
 A Fee
3. The Land referred to in this Guarantee is described as follows:

**For APN/Parcel ID(s): 001-191-003-000 and 001-191-004-000**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

PARCEL ONE:

Parcel 1 of the Record of Survey for the County of Humboldt filed June 12, 1996 in [Book 57 of Surveys, page 16](#), Humboldt County Records.

PARCEL TWO:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt and recorded April 30, 2003, as [Document No. 2003-15626-12](#), Humboldt County Official Records.

TRACT B:

PARCEL ONE:

Parcel 2 of the Record of Survey for the County of Humboldt, filed June 12, 1996 in [Book 57 of Surveys, Page 16](#), Humboldt County Records.

PARCEL TWO:

BEGINNING at the Southeast corner of Parcel 1 as shown on said Record of Survey; thence Westerly along the South line of said Parcel 1, 11.00 feet to the Northeast corner of Parcel 2 as shown on

**SCHEDULE A**

(continued)

said Record of Survey; thence leaving said South line Southerly along the East line of said Parcel 2, 111.94 feet to the Southeast corner of said Parcel 2, said point also being on the South line of said Block 42; thence Easterly along the South line of said Block 42, 11.00 feet; thence Northerly parallel with the East line of said Parcel 2, 111.94 feet to the point of beginning, as described in the Amended Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded November 20, 2017 as Instrument No. 2017-020885, Humboldt County Records.

## PARCEL THREE:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt, and recorded April 30, 2003 as [Instrument No. 2003-15626-12](#), Humboldt County Official Records.

## 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:

County of Humboldt, a political subdivision of the State of California

## 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.

**END OF SCHEDULE A**

**SCHEDULE B**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity.
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. The Land lies within the boundaries of the Redevelopment Plan for the Eureka Tomorrow Redevelopment Project, as disclosed by an Affidavit of the City Clerk of The City of Eureka,

Recording Date: December 7, 1973

[Recording No.: Book 1218, Page 317 of Official Records](#)

An amendment thereto was recorded January 23, 1995, [Instrument No. 1995-1687-11 of Official Records](#).

And any and all amendments thereto.

6. Any matters which may exist or arise by reason of the following surveys on file in the Office of the County Recorder of said County, which purports to show the herein described and other property. Said surveys by book and page are as follows:

[Book 55 of Surveys, Page 145](#)

[Book 57 of Surveys, Page 16](#)

Said matter among others discloses an encroachment along the Westerly line of Tract A.

7. The Terms, Covenants and Provisions contained in Resolution No. 94-35 of the Council of the City of Eureka ordering the vacation of portions of "J" Street and the alley between 4th and 5th Streets and "J" and "K" Streets, recorded April 22, 1994, as [Document No. 1994-11913-4](#) and re-recorded May 24, 1994, as [Document No. 1994-15091-6](#), Humboldt County Records.

Reference is made to said document for full particulars.

8. Reciprocal Easement Agreement dated April 1, 2003 executed by the County of Humboldt, upon the Terms, Conditions and Conditions therein contained;

Recorded: April 30, 2003, [Instrument No. 2003-15626-12](#), of Office Records

Reference is made to said document for full particulars.

**SCHEDULE B**

(continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Eureka  
Purpose: Water and sewer lines  
Recording Date: June 30, 1994  
[Recording No.: 1994-18941-5, of Official Records](#)  
Affects: The approximate location is shown on Record of Survey 57 of Surveys, Page 16

10. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Site Lease  
Lessor: County of Humboldt  
Lessee: Humboldt County Public Property Leasing Corporation  
Recording Date: July 3, 2012  
[Recording No.: 2012-016806-11, of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

Affects: Tract B

11. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Facilities Sublease  
Lessor: Humboldt County Public Property Leasing Corporation  
Lessee: County of Humboldt, California  
Recording Date: July 3, 2012  
[Recording No.: 2012-016807-35, of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

Affects: Tract B

12. Matters contained in that certain document

Entitled: Assignment Agreement  
Dated: June 1, 2012  
Executed by: Humboldt County Public Property Leasing Corporation and Banc of America Public Capital Corp.  
Recording Date: July 3, 2012  
[Recording No.: 2012-016808-10, of Official Records](#)

Reference is hereby made to said document for full particulars.

**SCHEDULE B**

(continued)

13. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Site Lease  
Lessor: County of Humboldt  
Lessee: Humboldt County Public Property Leasing Corporation  
Recording Date: August 4, 2016  
[Recording No.: 2016-014690, of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

Affects: Tract A

14. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Lease Agreement  
Lessor: Humboldt County Public Property Leasing Corporation  
Lessee: County of Humboldt  
Recording Date: August 4, 2016  
[Recording No.: 2016-014691, of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

Affects: Tract A

15. Matters contained in that certain document

Entitled: Assignment and Purchase Agreement  
Dated: August 1, 2016  
Executed by: Humboldt County Public Property Leasing Corporation and Treasurer-Tax Collector of the County of Humboldt  
Recording Date: August 4, 2016  
[Recording No.: 2016-014692, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: Tract A

16. Parcel Two of Tract A and Parcel Three of Tract B of the description herein is included for conveyancing purposes only and will not be insured by a policy of title insurance.

17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**SCHEDULE B**

(continued)

18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

**END OF SCHEDULE B**

**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 and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

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

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

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

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



(continued)

**5. PROOF OF LOSS OR DAMAGE**

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

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

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

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

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's 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 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.

(continued)

**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 Two Million And No/100 Dollars (\$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 Two Million And No/100 Dollars (\$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.

**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:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**