

**OLIVEHURST PUBLIC UTILITY DISTRICT  
REIMBURSEMENT AGREEMENT  
FOR WATER AND SEWER FACILITIES  
(River Oaks South, East and North, Plumas Lake Specific Plan Area)**

This OLIVEHURST PUBLIC UTILITY DISTRICT REIMBURSEMENT AGREEMENT FOR WATER AND SEWER FACILITIES (River Oaks South, East and North, Plumas Lake Specific Plan Area), dated as of \_\_\_\_\_, 2022 (the “**Agreement**”), by and between the OLIVEHURST PUBLIC UTILITY DISTRICT (“**OPUD**”), and RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company (“**Developer**”), as successor in interest to Jen California 9, LLC, a California limited liability company (“**Jen**”).

**WITNESSETH:**

WHEREAS, OPUD Resolution Nos. 2119 and 2139 require the payment of capacity fees that are intended to provide funds to finance certain water and sewer collection facilities in the Plumas Lake Specific Plan Area, South Zone, which includes the unincorporated community of Olivehurst which is served by the facilities, in Yuba County (the “**Plan Area**”). The OPUD water and sewer capacity fees are referred to as the Plumas Lake Specific Plan South Zone Water Capital Improvement Fee (the “**PLSP Water Fee**”) and the Plumas Lake Specific Plan South Zone Sewer Collection System Fee (the “**PLSP Sewer Collection Fee**”) (the PLSP Water Fee and PLSP Sewer Collection Fee being collectively referred to as the “**Utility Improvement Fees**” or “**Improvement Fees**”); and

WHEREAS, Jen in conjunction with Lennar Homes of California, Inc. (the “**Other Developer**”), were owners and master developers of the properties in the Plan Area commonly referred to as River Oaks South, River Oaks East and River Oaks North in the Plan Area (collectively, the “**Developer Properties**”). As part of such development, Jen (or its predecessors in interest) and Other Developer (collectively, “**Developers**”) have constructed certain water and sewer collector facilities (which water and sewer facilities are jointly referred to hereafter as “**Utility Improvements**”). The Utility Improvements shall be collectively referred to hereafter as the “**Improvements**”. The Improvements will serve development throughout the Plan Area, including land owned or controlled by both Developer (as successor to Jen) and Other Developer (or Other Developer successors). The property within the Plan Area currently owned or controlled by Developer is shown on **Exhibit A** attached hereto (the “**Developer’s Property**”); and

WHEREAS, pursuant to a Blanket Assignment and Bill of Sale, dated December 9, 2009, a copy of which is attached hereto as **Exhibit D** (“**Assignment**”), Developer has obtained all rights that Jen or Jen’s predecessors in interest may have had to Jen in the Developer’s Property; and

WHEREAS, Developer has no further Utility Improvements to construct or warranty in the Plan Area besides those previously constructed by Developer’s predecessors in interest and Other Developer; and;

WHEREAS, previously, OPUD has reviewed the designs and approved the construction plans and specifications for construction of the Improvements (the “**Work**”) and arranged for inspection during construction of the completed Work in accordance with OPUD standards; and

WHEREAS, the Improvements are located in the Plan Area and the Utility Improvements and the shares of the costs of the Utility Improvements advanced for the completed Work are summarized on **Exhibit B**. The location of the Improvements are shown, respectively, on (a) **Exhibit B-1** (Water Improvements), and (b) **Exhibit B-2** (Sewer Improvements), and the Improvements have been constructed by Developer's predecessors in interest and Other Developer pursuant to plans and specifications titled (i) Water Improvement Plans for South Zone Phase 1 Water (Looped Water Facilities); (ii) Improvement Plans for River Oaks East Sewer Pump Station; and (iii) Improvement Plans for the Southern Shed Sewage Pipeline (River Oaks South Backbone Sewer); and

WHEREAS, OPUD previously entered into a Reimbursement Agreement for Water and Sewer Facilities (River Oaks South, East and North, Plumas Lake Specific Plan Area) ("**Other Developer Agreement**") with Other Developer, which described, among other things, the applicable shares of allowed costs allocable to Other Developer and the details of reimbursement to be made to Other Developer for its share of such funding from the Utility Improvement Fees collected by OPUD; and

WHEREAS, as OPUD never entered into a similar Reimbursement Agreement with Jen, OPUD now desires to enter into this Agreement with Developer to describe the applicable shares of allowed costs allocable to Developer (and with the Other Developer Agreement, the remaining shares of allowed costs allocable to the Other Developer thereunder, among other things) and the details of reimbursement to be made to Developer for its share of such funding from the Utility Improvement Fees collected by OPUD in River Oaks South from builders developing Developer's Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, OPUD and Developer hereby agree as follows:

**Section 1. Reimbursement**

Subject to the Developer's compliance with all the other terms of this Agreement, and in consideration of construction of the Improvements by Developer's predecessors in interest and their conveyance to OPUD, OPUD shall allow Developer to receive reimbursement from Utility Improvement Fees paid to OPUD by builders in Developer's Property, as provided in Section 1.1 below, up to the amount of Developer's share of the approved costs of the Utility Improvements constructed by Developer's predecessors in interest and Other Developer, as set forth on **Exhibit C** attached hereto. Developer hereby certifies that, except for the Other Developer whose share of allowable costs is addressed in the Other Developer Agreement no other developer has funded, constructed or will fund or construct the Improvements described in **Exhibit B** and, therefore, that no other developer has any claim to receive any portion of Developer's share of reimbursements provided for and allocated to Developer in this Agreement. It is understood that the PLSP Water Fee and PLSP Sewer Collection Fee are separate categories, and no reimbursable funds within one category may be reimbursed or otherwise paid to Developer under another category.

The costs of Utility Improvements listed in **Exhibits B and C** are derived from plans and specifications for the Utility Improvements and are limited to those costs specified in the “Water and Sewer System Capacity Charge Report — Plumas Lake Specific Plan South Zone” (“**Report**”), prepared by Economic & Planning Systems (“EPS”), as updated by that certain Memorandum from EPS to OPUD regarding Lennar Reimbursement Request for OPUD Water and Sewer Capacity Charge, dated May 24, 2019 (“**Memorandum**”), and approved by OPUD. The Report and Memorandum establishes the estimated costs that justify OPUD’s currently established Utility Improvement Fees for the Plan Area and approves the costs incurred by Developer’s predecessors in interest and Other Developer for the Improvements. Allowance of reimbursement for work items listed in Exhibit B are based on Utility Improvements actually installed by Developer’s predecessors in interest at their expense on behalf of the Developer’s Property and the costs as verified and approved by OPUD for the completed Work; provided that OPUD is not obligated to provide reimbursement under this Agreement for costs not incurred by Developer’s predecessors in interest, nor for costs in excess of the scheduled costs in the Report used to establish the Utility Improvement Fees, unless OPUD commissions and approves an updated Report incorporating increases in the scheduled costs of Utility Improvements in the Plan Area (including increases in the costs set forth in **Exhibit B**); unless (i) the Board finds that the overall increases in actual and estimated costs of the water and sewer collector improvements for the Plan Area justify an increase in the Utility Improvement Fees for the Plan Area; and (ii) the Board implements said increased fees. The commissioning of any update to the Report, and the timing and amount of any approved increase in Utility Improvement Fees shall be within the reasonably exercised discretion of the Board of Directors of OPUD and subject to the laws governing such increases.

The reimbursement amount that remains owing to Developer shall also be adjusted by any annual inflationary adjustment of the Utility Improvement Fees. Such inflationary adjustment to the reimbursement amounts shall not be accompanied by changes in **Exhibits B and C**, because inflationary adjustments do not reflect a change in the costs of the Improvements, but OPUD shall adjust its accounts and records accordingly to insure the remaining reimbursement amount is similarly adjusted.

Reimbursement shall continue until the total reimbursement received by Developer equals the amount set out in **Exhibit C**, including inflationary adjustments and changes to Exhibit C that have been authorized in accordance with the provisions of this Section 1, above, or until December 31, 2034, whichever comes first, at which time this Agreement shall terminate and be of no further force and effect.

1.1 **Reimbursement from Utility Improvement Fees Paid on Developer’s Property in the Plan Area.** As shown in **Exhibits B and C**, Developer will also be entitled to reimbursement for the share of costs incurred by Developer’s predecessors in interest to construct Utility Improvements with capacity in excess of that required on Developer’s Property. The amount of reimbursement shall be limited to the costs of such capacity allocated to Developer (described in **Exhibit C**) and be reimbursed only from Improvement Fees collected on the Developer’s Property. Such “**Future Cash Reimbursement**”, shown on **Exhibit C**, shall be paid to Developer from Utility Improvement Fees collected from Developer’s Property. Reimbursement of such Utility Improvement Fees, less the administrative component, to be collected on future development

within Developer's Property shall be reimbursed in accordance with Section 1.2 below. Reimbursement to Developer under this Agreement shall be paid directly to Developer. Consistent with the parties understanding of the Other Developer Agreement (but subject to Developer's indemnity in Section 2), There shall be no reimbursement to Other Developer in the Plan Area from Utility Improvement Fees collected from Developer's Property until Developer has been fully reimbursed for all costs of excess capacity described in **Exhibit C**, as further set forth in Section 1.2 below. Notwithstanding that the Other Developer Agreement (i) allows Other Developer to receive reimbursement from Utility Improvement Fees collected on the Developer's Property under some circumstances (i.e., after Developer has received its full share of Fee Reimbursements from developer's Property), and (ii) from certain optional Fee Credits (as described in the Other Developer Agreement), Developer shall not be entitled to receive any reimbursement from Utility Improvement Fees collected on the Other Developer's property or any Fee Credits.

1.2 Timing and Manner of Reimbursement Payments. The reimbursement payments to be made by OPUD pursuant to Section 1.1 above, including reimbursement from Utility Improvement Fees paid on Developer's Property after the date hereof, shall periodically be paid to the Developer directly by checks, payable to the order of "**River Oaks Plumas Development, LLC.**" Reimbursement from those Utility Improvement Fees shall be without interest and shall be paid solely to Developer until Developer receives its full Fee Reimbursement related to the Improvements. Each reimbursement payment shall be made within sixty (60) days following the close of the calendar quarter with respect to which such payment is being made, and shall be delivered to the Developer to the notice address provided in Section 12 below. Developer shall be responsible to notify OPUD of any change in the name of the payee or the address for reimbursement. Reimbursement hereunder shall continue until Developer has been fully repaid, including any adjustments made thereto in accordance with Section 1 above. OPUD's obligation to pay this Future Cash Reimbursement to Developer shall be limited to the extent that OPUD has funds available for reimbursement from the Utility Improvement Fees collected from Developer's Property, but in no event will reimbursement be required hereunder after December 31, 2034.

1.3 Accounting of Reimbursements. To assist OPUD with the accounting of reimbursements hereunder, within thirty (30) days after the end of each calendar quarter, Developer shall provide OPUD with an accounting of Improvement Fees paid during the prior calendar quarter within Developer's Property. Such accountings shall be subject to the review and approval of OPUD.

## **Section 2. Indemnity**

Developer, by execution of this Agreement, specifically agree to assume the defense of, indemnify and hold harmless OPUD and its officers, employees, and agents (collectively, the "Indemnitees") from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from, (i) the construction, installation, operation or existence of the Improvements, except Liabilities arising from the sole negligence or willful misconduct of OPUD and (ii) OPUD's entering into and performance of this agreement, including without limitation any claim by Other Developer or any other party that

OPUD's reimbursement of any amount to Developer conflicts with any law, regulation or legal requirement, or conflicts with the rights of Jen, any other Developer predecessor, or Other Developer (or if applicable, any Other Developer successor or assign) under the Other Developer Agreement. Notwithstanding the foregoing, following the acceptance of the Improvements by OPUD and the end of any applicable warranty period, Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence following acceptance of the Facilities. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force.

**Section 3. No Third Party Beneficiary**

By entering into this Agreement, OPUD and Developer are not entering into any contract or agreement with any general contractor, subcontractor, or other party nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement, and OPUD shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other party may do pursuant to the plans and specifications for the Improvements.

**Section 4. Notice**

Any notice required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when sent to that party by facsimile or email at the number or address listed below, with confirmation of successful delivery from the sender's fax or email machine (if sent prior to 5:00 p.m. on a business day). Any notice, payment or instrument required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

OPUD:  
John Tillotson, General Manager  
Olivehurst Public Utility District  
P. O. Box 670  
1970 9th Avenue  
Olivehurst, CA 95691  
Fax: (530) 743-3023  
Phone: (530) 743-3017  
Email:

Developer:  
River Oaks Plumas Development, LLC  
532 Gibson Drive, Ste. 200  
Roseville, CA 95678  
Attn: Chris Robles  
Phone: (916) 759-5940  
Email: [chrisroblesconsulting@gmail.com](mailto:chrisroblesconsulting@gmail.com)

Any party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it hereunder.

**Section 5. Term**

The term of this Agreement shall start as of the date first written above and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

**Section 6. Captions**

Captions to Sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

**Section 7. Severability**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

**Section 8. Successors and Assigns/Reimbursements Personal to Developer**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, the Future Cash Reimbursements to be paid to Developer pursuant to Section 1 above are personal to Developer and shall not run with the land or in favor of successors in interest to Developer's Property notwithstanding how such successor interest may be obtained, without the express written authorization of Developer first had and received. Should Developer elect to assign its rights to any Future Cash Reimbursements it shall do so by written assignment to a subsequent purchaser of Developer's Property, or any portion thereof, which assignment shall require delivery of written notice to and written acknowledgement of OPUD. In the absence of any such written assignment and acknowledgment, a subsequent purchaser of any portion of a Developer's Property shall have no rights to any Future Cash Reimbursement under Section 1 above.

Similarly, the obligations of Developer hereunder shall not run with the land but shall remain the obligation of Developer hereunder, unless Developer assigns, and its assignee assumes Developer's obligations hereunder in writing, and OPUD accepts said assignment in writing, which acceptance shall not be unreasonably withheld. Upon any such assumption, the assignee shall give written notice to OPUD of such assumption.

In any event, this Agreement shall not apply to any home buyer who purchases a completed dwelling unit from Developer, and shall automatically terminate on a lot-by-lot basis upon the conveyance of that lot to a member of the home-buying public following completion of construction of a dwelling unit on such lot.

**Section 9. Governing Law; Venue**

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Yuba, State of California.

**Section 10. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

**Section 11. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day of the year first above written.

**OPUD**

**DEVELOPER**

**OLIVEHURST PUBLIC UTILITY  
DISTRICT**

**River Oaks Plumas Development, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
President of the Board of Directors

Attest:  
\_\_\_\_\_  
Approved as to form:

By: \_\_\_\_\_+  
Name: Jeffrey Saladin  
Title: Manager

By: \_\_\_\_\_  
OPUD Counsel

List of Exhibits

- Exhibit A - Map of Developer's Property
- Exhibit B - Costs of Design, Permitting and Construction of Improvements
- Exhibit B-1 - Map of Water Improvements
- Exhibit B-2 - Map of Sewer Improvements
- Exhibit C - Allocation of Shared Costs of Improvements and Fee Reimbursements to Developer
- Exhibit D - Blanket Assignment and Bill of Sale



EXHIBIT A  
Map of Developer's Property

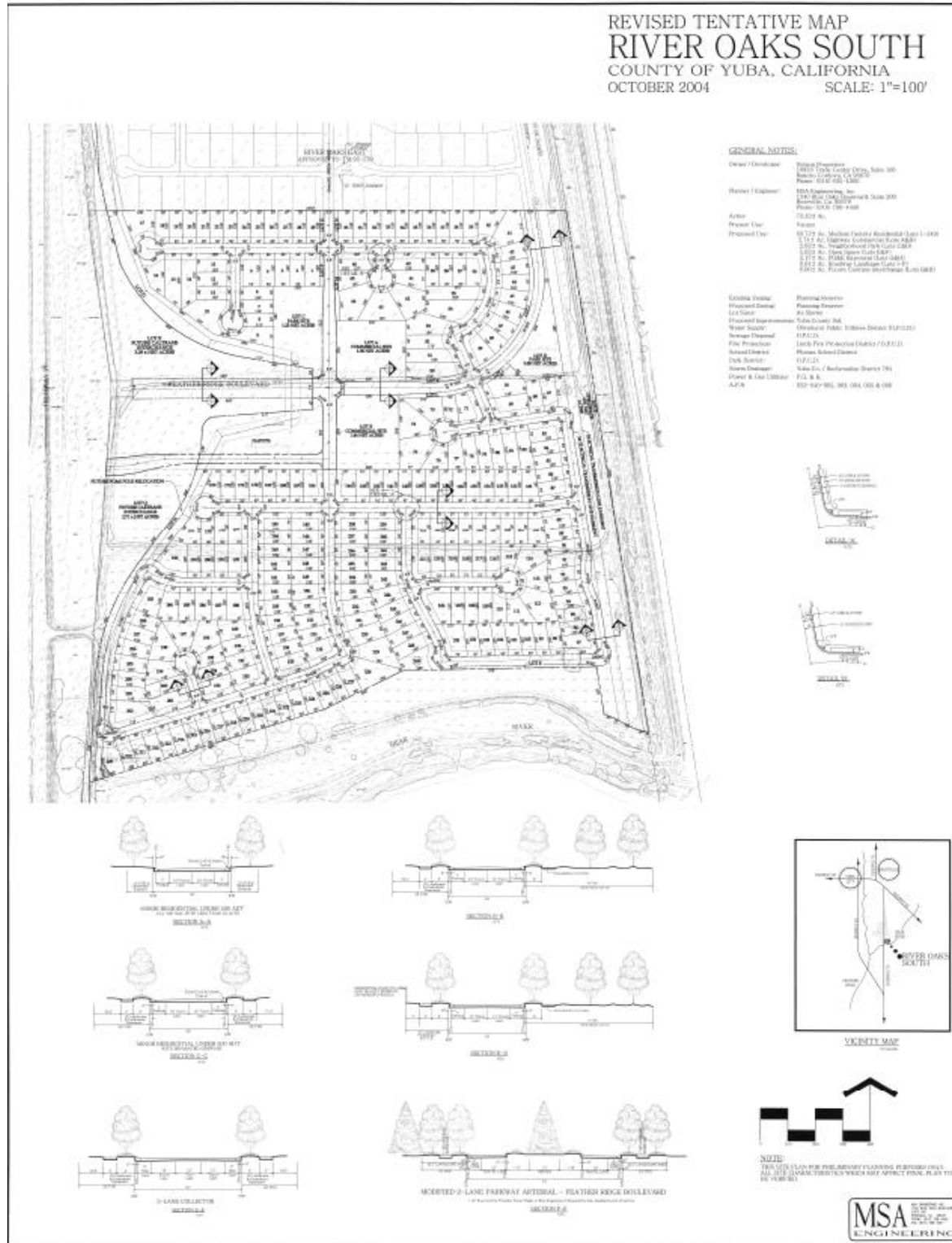


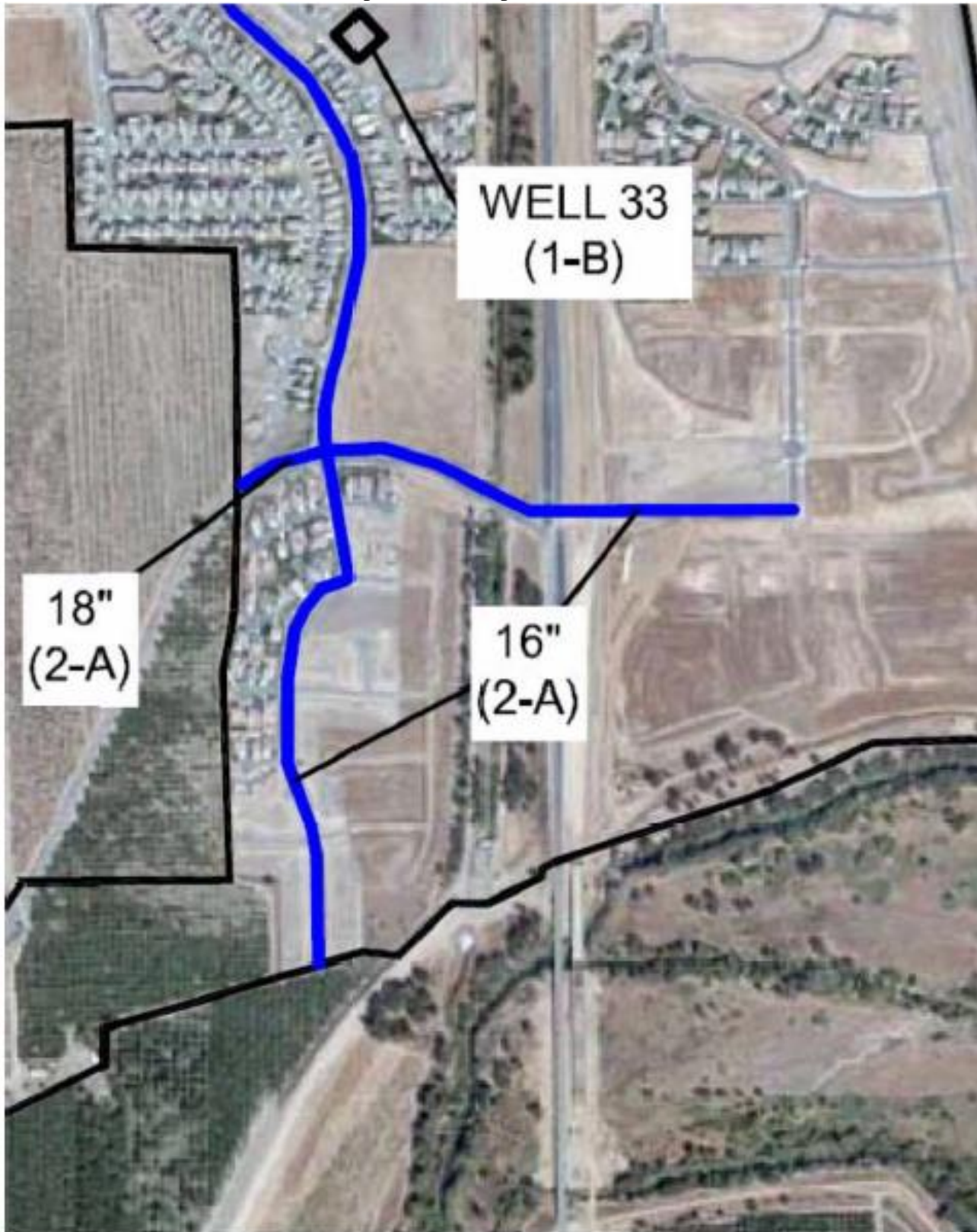
EXHIBIT B

Summary of Estimated Water and Sewer Facility Reimbursement Amounts

Binder	Description	Reimbursement Amount	Escalation factor (2016)	2016 Reimbursement Amount	Escalation Factor (2016-2019)	2019 Reimbursement Amount
<b>Looped Water Facilities</b>						
4	16" Pipe and Appurt.	\$64,954	14.17%	\$74,158	9.21%	<b>\$80,991</b>
4	Bore and Jack 24" casing	\$227,500	14.17%	\$259,737	9.21%	<b>\$283,669</b>
	Subtotal Looped Water Facilities	\$299,454	14.17%	\$333,895	9.21%	<b>\$364,660</b>
<b>Sewer Pump Station</b>						
5	River Oaks East Pump Station	\$471,968	46.40%	\$690,961	9.21%	<b>\$754,625</b>
<b>River Oaks South Backbone Sewer</b>						
6	Southern Shed Sewer Pipeline	\$227,038	46.40%	\$332,384	9.21%	<b>\$363,009</b>
<b>Total All Water and Sewer Facility Improvements</b>		\$991,460		\$1,357,240		<b>\$1,482,294</b>

Source: Wood Rogers, EPS and OPUD

EXHIBIT B-1  
Map of Water Improvements





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EXHIBIT FOR:  
WEST LOOPED WATERLINE  
COUNTY OF YUBA

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**ENGINEERING, INC.**  
YUBA CITY, CALIFORNIA

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EXHIBIT B-2  
Map of Sewer Improvements

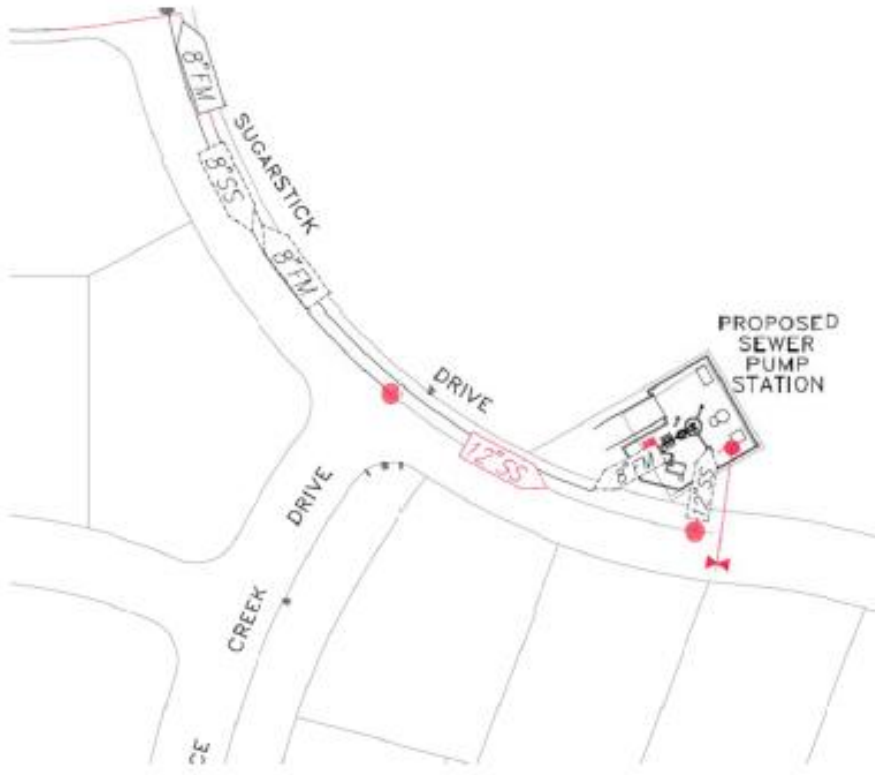


EXHIBIT FOR:  
**SEWER PUMP STATION**  
COUNTY OF YUBA  
**MSA ENGINEERING, INC.**  
ROSEVILLE, CALIFORNIA



EXHIBIT C

Allocation of Shared Costs of Improvements and Fee Reimbursements

**River Oaks Plumas Development**

**Proposed OPUD Reimbursement Agreement Allocation Table**

Eligible Facility	Total Reimbursement (in 2019 Dollars) [1]	River Oaks Plumas Percentage	River Oaks Plumas Share
Looped Water Facilities [2]	\$364,660.00	40.16%	\$146,447.46
Sewer Pump Station [2]	\$754,625.00	40.16%	\$303,057.40
Southern Shed Sewage Pipeline [2]	\$363,009.00	56.46%	\$205,954.88
<b>Total Amount</b>	<b>\$1,482,294.00</b>		<b>\$654,459.74</b>

Notes:

[1] Total reimbursement amounts identified in the OPUD Lennar Reimbursement Request Memo prepared by Wood Rodgers and dated 1/6/2017 and escalated to 2019 dollars by EPS on May 24, 2019.

[2] Eligible facilities are allocated by the percentages identified by Wood Rodgers.

## EXHIBIT D

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### BLANKET ASSIGNMENT AND BILL OF SALE

Reference is made to that certain property located in the County of Yuba, State of California and described in more detail on EXHIBIT A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, JEN California 9, LLC, a California limited liability company ("**Seller**"), on the terms and conditions set forth herein, sells, transfers, assigns, conveys and delivers to RIVER OAKS PLUMAS DEVELOPMENT, LLC, a California limited liability company ("**Buyer**"), all of Seller's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, ownership, development or enjoyment of the Property, including, without limitation: (i) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims, indemnities and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property, including without limitation any water and sewer allocations; (vi) all rights, claims or awards benefiting the Property and all pre-paid fees, refunds, rebates, reimbursements, utility payments and all Fee Credits to the extent related to the Property. The foregoing assignment of Fee Credits expressly includes the assignment of all of Seller's right to the "RD 784 Credits" and the "OPUD Credits" pursuant to the terms of that certain Assignment Agreement (River Oaks – Credits) dated on or about June 19, 2018, between WESTERN PACIFIC HOUSING, INC., a Delaware corporation and LENNAR HOMES OF CALIFORNIA, INC., a California corporation, successor by merger to LENNAR RENAISSANCE, INC., a California corporation, and LENNAR COMMUNITIES, INC., a California corporation, which assignment of such Fee Credits was assigned by WESTERN PACIFIC HOUSING, INC., a Delaware corporation, to JEN California 9, LLC, a California limited liability company, in that Blanket Assignment and Bill of Sale dated June 19, 2018.

Buyer and Seller acknowledge and agree that the foregoing sale, transfer, assignment, conveyance and delivery to Buyer (1) is made without any representation or warranty by Seller, express or implied, as to any matter whatsoever except as expressly provided for herein, and is subject to the terms and conditions of the Purchase and Sale Agreement and Escrow Instructions between Buyer and Seller, dated for reference purposes as of November 1, 2019, as amended by that certain Amendment #1 to the Purchase and Sale Agreement and Escrow Instructions dated November 1, 2019 (as amended, the "**Purchase Agreement**"); (2) is limited to the extent of Seller's ownership, if any, of the items referenced above; and (3) is expressly made subject to the rights of any architect, engineer, professional or other consultant who prepared any of the matters or items that are the subject of this Blanket Assignment and Bill of Sale and any limitations on use imposed by them. Furthermore, without in any way limiting the terms and conditions of the Purchase Agreement, and notwithstanding the above-referenced sale, transfer, assignment, conveyance and delivery to Buyer, Buyer acknowledges and agrees that Seller retains a non-exclusive right to enforce all rights, remedies and indemnities against any architect, engineer, professional or other consultant hired by Seller or any of its affiliates in connection with the Property. Seller does represent and warrant, however, that the rights and materials transferred hereby are free and clear of claims for payment relating to work performed or services provided prior to the Close of Escrow (as defined in the Purchase Agreement).


Seller shall, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other ministerial acts that Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby. Seller's obligations under this paragraph exclude any obligation to defend or indemnify Buyer, or to institute or maintain litigation, arbitration or any other kind of adversarial proceeding, or to spend more than incidental funds.

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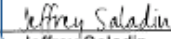
SELLER:

JEN CALIFORNIA 9, LLC,  
a California limited liability company

  
By: Clinton Taylor  
Title: Vice President  
Date: December 9<sup>th</sup>, 2019

BUYER:

RIVER OAKS PLUMAS DEVELOPMENT, LLC  
a California limited liability company

DocuSigned by:  
  
By: Jeffrey Saladin  
Title:  
Date: December 9<sup>th</sup>, 2019

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EXHIBIT A  
LEGAL DESCRIPTION

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

LOTS 20, 23 AND 24, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT 93-560 OF RIVER OAKS" ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 66 OF MAPS, PAGE 33.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, AS RESERVED IN DEEDS TO JOHN J. SOHRAKOSS, ET AL., DATED JANUARY 21, 1974 AND RECORDED JANUARY 31, 1974 IN BOOK 568, YUBA COUNTY OFFICIAL RECORDS, AT PAGES 687, 691 AND 694.

ALSO EXCEPTING THEREFROM, AS TO LOTS 20 AND 24, ALL THAT PORTION AS CONVEYED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 24, 2007 AS INSTRUMENT NO. 2007R-017867 OF OFFICIAL RECORDS.

APN: 022-040-005, as to Lot 23  
022-040-016, as to Lot 20  
022-040-017, as to Lot 24

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