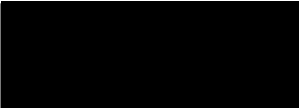




## PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

January 9, 2018



Re: Request for Paradise Irrigation District Records  
Pertaining to Meter Request for 5399 Newland Road in Paradise

Dear 

This letter is to follow up on correspondence Paradise Irrigation sent to you on December 14, 2017 to acknowledge your request for documents dated December 6, 2017 and received on that same date wherein you request the following: "Any and all records for 5399 Newland Road, Paradise, CA regarding meter request, correspondence." Time period requested: December 1, 2013 to December 1, 2016.

Provided herein, are the responsive records pertaining to this request:

1. Cancellation and refund of work order 8047 (document dated April 25, 2016)
2. Work Order No. 8047 dated October 7, 2015
3. Letter from PID dated July 16, 2015 regarding water service requirements, 5399 Newland Rd., APN 054-181-012.
4. Future Pipeline Agreement document
5. Grant of Easement dated September 18, 1992 (County of Butte, Document No. 92-042082)
6. Legal correspondence dated November 5, 2015 from John J. Rank to Randall C. Ahr with attachment, "Certificate of Compliance"
7. Real Estate listing information for 5399 Newland Rd.

Please feel free to contact our office should you have any further questions.

Sincerely,



Kevin M. Phillips  
Interim District Manager

Enclosures



# PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

DEC 6 17 10:17 AM

cc: Laura  
Neil

## PUBLIC RECORDS ACT REQUEST FORM

### INSTRUCTIONS

1. This form is used only for those requests for public records made pursuant to the California Public Records Act (Government Code Section 6250 et seq.). Use of this form by public individuals is voluntary. Requests for public records should be in writing and should be as specific as possible. Paradise Irrigation District (PID) is not required by law to create a new record or list from an existing record.
2. PID charges \$0.20 per-page fee for the production of 8 1/2 x 11 copies and \$5.00 for a CD pursuant to Government Code Section 6253. Copies of records will be provided only after PID has received these reproduction fees from the requestor.
3. Please note that if you are requesting the opportunity to inspect records stored at this office, the District must be given time to locate and review documents that are responsive to your request in order to comply with the provisions of the Public Records Act. If necessary, you may be requested to make an appointment to return at a later date to view the documents. The District Office is located at 6332 Clark Road, Paradise, CA 95969. Public records are open to inspection during regular office hours, Monday through Friday, 9 a.m. to 4 p.m., except for District holidays.

### REQUESTOR INFORMATION

Name: [REDACTED] Date: 12-6-17  
Company: [REDACTED]  
Mailing Address: [REDACTED]  
City: [REDACTED] State/Zip Code: CA 95969  
Phone Number: [REDACTED] Fax Number: [REDACTED]  
Email Address: [REDACTED]  
Preferred method of contact in the event of questions: phone or email

### REQUESTED RECORDS

Please be as specific as possible. General descriptions and broad requests will cause uncertainty and delay the processing of your request. Attach extra sheets if necessary.

any and all records for 5399 Newland Road, Paradise,  
CA 95969 re meter request, correspondence

Time period covering documents requested: 12-1-13 → 12-1-16



I wish to inspect the requested records, where applicable, and do not want copies produced at this time.



I would like copies of the requested records and I understand that I will be contacted with a count of the number of pages to be copied and their cost prior to copying. I understand and agree that I will be required to make payment for the copying costs prior to the documents requested being copied.

Signature of Requestor: [REDACTED]



## PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

April 25, 2016

**REFUND TO:**

Walter Blum Rev Trust  
PO Box 248  
Paradise, CA 95967

**Work completed**

Cancellation and refund of work order 8047

Work Order #: 8047  
Address: 5399 Newland Rd

---

*Deposit*

Capacity fee	4,376.00
Labor and Materials	3,000.00
Total Deposit	<u>\$ 7,376.00</u>

*Charges*

Customer cancelled work order 4-25-2016

Sub-Total \$ -

**TOTAL REFUND DUE: \$ 7,376.00**

01-204000 - \$3000.00  
70-00-415000 - \$4376.00

OFFICE COPY

No 8047

Revised  
5/26/83

Date 10/7/2015

Name Walter Blum Rev TRUST  
Install at 5399 Newland RD RANDALL C AHR Trustee  
AP # 54-181-012

Billing Address PO Box 248 Paradise 95967

When Installed ASAP

Order Taken By [Signature]

Service Wanted 3/4 mtr 4376.00

Service Connection Charge labor 3000.00

Additional Pipe 7376.00

Additional Labor Encroachment Top 207.54

Total Charge \$

Date Installed PAID

Meter Number 6.11 m. 2015

Account Number

Date Stencil Made RICHIE IRRIGATION DISTRICT

Date 1st Bill Made

Ordered by Randall C Ahr Trustee

TI  
cc

and

Customer wants to  
cancel meter order  
and receive refund.

ME

SUPERINTENDENT'S  
WORK ORDER

No 8047

Date 10/7/2015

Name Whitford, Monday, Trust  
Install at 3319 22nd Street, Bldg. C, Any Trustee  
PK # 54-181-0.12

Billing Address 1000x 248 Paradise 95967  
When Installed ASAP  
Order Taken By [Signature]

Service Wanted 3/4 mtr ✓ 4876.00  
Service Connection Charge Labor \$ 3000.00  
Additional Pipe 7376.00  
Additional Labor Attachment TOP 207.54

Total Charge.....\$

Date Installed.....  
Meter Number..... PAID  
Account Number..... OCT - 7 2015

IRADICE IRRIGATION DISTRICT

Ordered by Randall C. Oak - Trustee

The District shall retain the ownership of all meters and connecting service pipes to the meters.



## PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

July 16, 2015

Randal Ahr  
c/o Holly Hills MHP  
PO Box 248  
Paradise, CA 95967

Subject: Water Service Requirements, 5399 Newland Rd, APN 054-181-012.

Dear Mr. Ahr:

At your request Paradise Irrigation District (PID) has reviewed what must be done to provide water service to the above referenced property. At this time the *checked* requirements must be met in order to establish water service:

- ☒ Pay a Service Capacity Fee of \$4,376.00. (This is the fee for a ¾" meter. For larger meter sizes contact PID.) PID has financing available for the Service Capacity Fee. Contact the PID office manager for details. *\$4,000.00*
- ☒ Pay a meter installation charge of \$30.00 + labor, equipment, materials and overhead, estimated at ~~\$3,000.00~~ to install a meter on Newland Road or \$4,000.00 to install a meter on S Libby Road. (This is the charge for a ¾" meter. For larger meter sizes contact PID.)
- ☒ Pay an encroachment permit fee of \$207.54 (check payable to Town of Paradise).
- ☒ This property is not contiguous to a District main. Proof of existence of easement(s) for route to District main is a condition of meter installation.
- ☒ Applicant will be required to enter into a Future Pipeline Agreement. The agreement requires the owner of the property to participate financially in the construction of a water main at such time as it is constructed. This agreement will be recorded and will create interest in, and obligations against, the Applicant's property.
- ☐ This property is not contiguous to a District main. Applicant will be required to construct an extension to the District's main line to serve the property. District Board of Directors must approve Main extensions. The main will be constructed to District standards, by Applicant's licensed contractor, at Applicant's expense. Applicant will convey the completed main (with appropriate easement(s)) to the District. Contact PID for details.
- ☐

In every case the service line from PID's meter to the point of use, and installation and maintenance of cross connection control (backflow prevention) devices, is the responsibility of the Applicant. The requirements indicated above are based on **current conditions**. Fees, conditions, and associated requirements, are ***SUBJECT TO CHANGE WITHOUT NOTICE***.

This letter is not a commitment to serve, nor does it imply any special consideration in this regard.

If you have any questions regarding the information presented in this letter please contact the undersigned.

Sincerely,

*Neil J. Essila*

Neil J. Essila  
Assistant Engineer

Attachment

*MR AHR  
PID to  
need complete*

*WHEN RECORDED PLEASE RETURN TO:  
PARADISE IRRIGATION DISTRICT  
6332 CLARK ROAD  
PARADISE, CA 95969-4146*

APN 054-181-012

Recorded for the Public Benefit under Government Code § 6103

### AGREEMENT

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between PARADISE IRRIGATION DISTRICT, hereinafter referred to as "District", and Walter Blum Revocable Inter Vivos Trust Estate, hereinafter referred to as "Applicant."

### RECITALS

This Agreement is made with reference to the following facts:

1. Applicant seeks domestic water service from District for property located at 5399 Newland Road within the District's boundaries, Town of Paradise, County of Butte, State of California, known and referred to as Butte County Assessor's Parcel APN 054-181-012, and more particularly and legally described in EXHIBIT "A" attached hereto and made a part hereof ("Property").
2. In order to serve Applicant's Property and future lots and/or developments within the general area (as shown on Exhibit "B" attached hereto and made a part of this Agreement) in an efficient and orderly manner, an extension of District's main line at property owner's expense is required under District's main line extension policy.
3. Applicant has requested a temporary variance from District's main line extension policy inasmuch as there is no present demand for new service in the general area, with the exception of Applicant's request, and Applicant is unable to finance 100% of District's main line extension at this time.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by the parties, the parties agree as follows:

1. District agrees to grant Applicant a temporary variance from District main line extension policy by allowing Applicant, at Applicant's sole cost, expense and responsibility, to construct a private service line from a point on District's existing main line (as shown on

Exhibit "B") in lieu of extending District's existing main line at this time. Construction of the service line and meter shall be in accordance with District's then-existing policies.

2. Applicant acknowledges and agrees that an extension of District's main line, including fire protection appurtenances and service lines, to serve Applicant's Property is required and that the private line is intended to be a temporary service as an accommodation to Applicant. Applicant hereby agrees, upon future demand being made for new services in the general area, and upon District notifying Applicant of the need to extend District's main line, that Applicant will immediately pay to District upon demand Applicant's pro rata share of the total cost (including engineering costs) of the main line extension as determined by District. No representations or promises are made as to when such future demand may occur and District retains sole and absolute discretion in determining when notice will be provided and when Applicant must contribute their cost share. The amount of Applicant's and others' pro rata shares will be determined by District, in consultation with its then-existing policy, at the time of construction of the extension. Applicant further agrees that the meter serving Applicant's Property shall be moved to a point on the extended main adjoining Applicant's Property, and to pay all costs associated with relocation of the meter.
3. In the event that the construction of a pipeline extension under this Agreement is triggered by development of property located wholly outside the Property, Applicant's pro rata share, regardless of the location of such new pipeline, shall not exceed half the then-existing total cost of a 6-inch diameter main line extension from the then-existing water main at Newland Road to the northerly boundary of Applicant's property, the distance between Point "1" and Point "2", as shown on Exhibit "B", being approximately 450 feet. The foregoing limitation shall not apply in the event that construction is triggered by development of Property, or some portion or subdivision thereof. In such case, the Applicant's share shall be determined by District, in its sole and absolute discretion, in consultation with its then-existing policy.
4. It is mutually agreed between the parties hereto that this Agreement shall be recorded and shall create a binding covenant running with the Property. This Agreement shall be binding on the heirs, successors, and assigns of the parties named herein. It is further agreed by Applicant that if Applicant, their heirs, successors or assigns, should refuse or fail to pay Applicant's pro rata share of the cost of the District's main line extension upon demand, the District, at its option, may take any available legal or equitable remedy available to it, including without limitation: (a) discontinuing water service to the Property, or subdivisions thereof; (b) placing delinquent amounts on the assessment roll to be collected through taxes as a lien upon Applicant's property; and/or (c) District may take such other action as it deems necessary to collect Applicant's pro rata share of the cost of the main line extension.
5. Except as expressly provided herein, the District's rules and regulations governing water service, as the same may be amended from time to time, shall apply and Applicant agrees to be bound by the same.



## EXHIBIT A

The land referred to herein is described as follows:

All that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

A portion of the Northwest quarter of the Southwest quarter of Section 24, Township 22 North, Range 3 East, M.D.B. & M., described as follows:

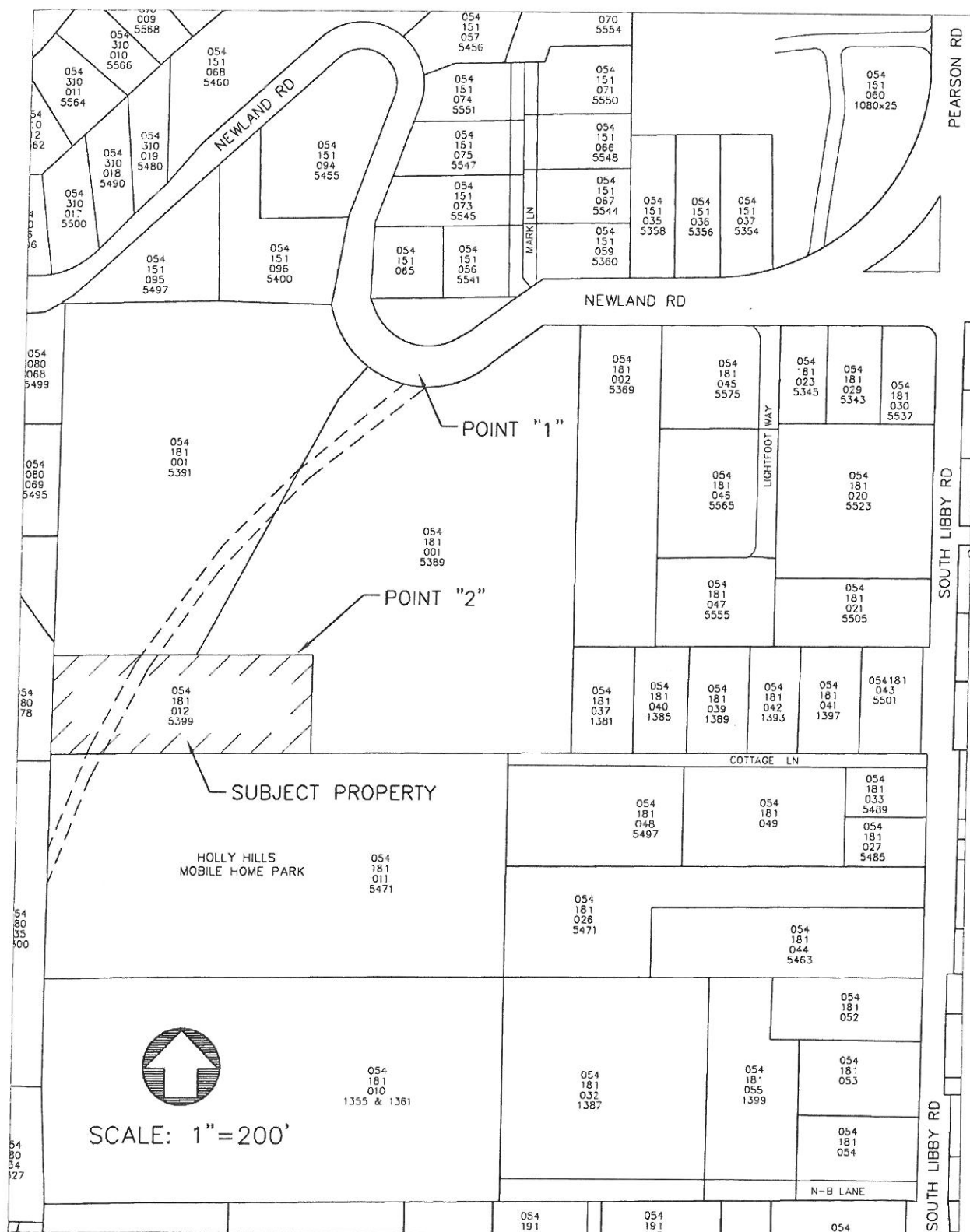
Beginning at a point on the West line of said Section 24, South 990 feet from the West quarter corner of said Section; thence along said West line, North 330 feet to a point designated herein as Point "A"; thence continuing along said West line, North 145 feet; thence East 380 feet; thence South 145 feet; thence East 278.36 feet to a point which bears East a distance of 658.36 feet from the above mentioned Point "A"; thence South 330 feet to a point which bears East from the Point of Beginning; thence West 658.43 feet to the Point of Beginning, containing 6 1/3 acres, more or less.

Excepting therefrom the following parcel of land:

A portion of the Northwest quarter of the Southwest quarter of Section 24, Township 22 North, Range 3 East, M.D.B. & M., described as follows:

Beginning at a point on the West line of said Section 24, South 990 feet from the West quarter corner of said Section; thence along said West line, North 330 feet to the above mentioned Point "A"; thence East a distance of 658.36 feet; thence South 330 feet to a point which bears East from the Point of Beginning; thence West 658.43 feet to the Point of Beginning, containing 4.99 acres, more or less.

EXHIBIT "B"



6. In the event litigation is initiated under this Agreement the prevailing party thereto shall be entitled to reasonable attorneys' fees and costs. Litigation and the right to reimbursement shall include, but not be limited to, actions undertaken by District to collect any delinquency by Appellant whether or not such action culminates in a filing in Superior Court.
7. This Agreement represents the parties' complete and final agreement and supersedes all informal understandings, oral agreements and representations not expressly included herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

PARADISE IRRIGATION DISTRICT

BY \_\_\_\_\_  
George Barber, District General Manager

APPLICANT

Walter Blum Revocable Inter Vivos Trust

BY Randall C Ahr, Trustee  
Randall C. Ahr, Trustee

**APPLICANT'S SIGNATURE MUST BE NOTARIZED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Butte )

On October 26, 2015 before me, Georgeanna Borraro, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Randall C. Ahr

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Georgeanna Borraro  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document Future Pipeline Agreement Document Date: October 26, 2015  
Number of Pages: 5 Signer(s) Other Than Named Above: George Barber

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Randall C. Ahr

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☒ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Walter Blum Revocable  
Inter Vivos Trust Estate "Applicant"

Signer Is Representing: \_\_\_\_\_

Randall

Ahr :

5399 Newland  
Rd.

530-592-6583

92-42082

92-042082

Rec Fee 26.00  
Cash 26.00

RECORDING REQUESTED BY AND

Recorded  
Official Records  
County of  
Butte

WHEN RECORDED MAIL TO:

David R. Roethler, Sr.  
P.O. Box 2142  
Paradise CA 95967

Candace J. Grubbs  
Recorder  
10:50am 21-Sep-92

PUBL XX 8

\*\*\*\*\*

GRANT OF EASEMENT

Preamble

This Agreement is made this 18th day of September, 1992,  
by and between LOTTE BLUM, hereinafter referred to as "Grantor" and  
DAVID R. ROETHLER, hereinafter referred to as "Grantee."

Recitals

WHEREAS, Grantor is the owner of certain real property  
commonly known as 5471 South Libby Road, Town of Paradise, County  
of Butte, State of California, hereinafter referred to as the  
"Servient Tenement," and described in Exhibit "A" attached hereto  
and incorporated herein by reference; and

WHEREAS, Grantee is the owner of certain real property  
commonly known as 1289 Storybook Lane, Town of Paradise, County of  
Butte, State of California, hereinafter referred to as the  
"Dominant Tenement", and described in Exhibit "B" attached hereto  
and by reference incorporated herein; and

WHEREAS, Grantee desires to acquire certain rights in the  
Servient Tenement;

///

///

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

For valuable consideration,

1. Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is appurtenant to the Dominant Tenement.

Description of Easement

3. The easement granted herein is a right-of-way.

Location

4. The easement granted herein is described in Exhibit "C", attached hereto and incorporated herein by reference.

Use by Dominant Tenant

5. The easement granted herein includes the following use of the Servient Tenement:

The right to travel by use of a single vehicle for ingress and egress purposes.

Use of Easement

6. The easement granted herein is for the use only of Mr. David Roethler, as a private roadway for his personal use, or for family members who reside on the property and in the residence with Mr. Roethler; and that this easement is not a public easement, and is specifically not for public use. Mr. Roethler agrees that he will not provide access to others to use the roadway other than his

family members who reside in his residence with him. This easement is intended to also be for any successors who purchase the property, and the same restrictions apply as to any successors in interest as to use by only those successors who live in the residence and occupy it as their residence.

Secondary Easements

7. The easement granted herein includes incidental rights of maintenance, repair and replacement, including the right to clear, fill in and widen the roadway to such an extent as is necessary for single vehicular traffic.

Maintenance

8. Grantee hereby covenants to pay any costs of maintenance incurred, including all costs of maintenance of the road, the gates and the locks, and to maintain the road, the gates and the locks in a good and safe condition, and to make sure that the gates are locked and closed after each use.

Reciprocal Covenants

9. Grantee covenants that he will utilize the roadway in a safe manner. Grantee covenants that he will not disturb Grantor, or her tenants or residents, and as such agrees to drive in a slow, appropriate manner with a minimum of dust, and with no honking and racing of engines; and that he agrees and covenants not to stray from the roadway and he agrees he shall not in any way utilize the roadway so as to create a nuisance. Grantor covenants to refrain from obstructing or interfering in any manner with Grantee's use of

the easement as has heretofore been granted.

Option to Relocate Road

10. Grantor is allowed to and does retain an option to relocate the road, at Grantor's expense, to another deeded easement to Grantee, of adequate and similar quality. In the event Grantor elects to exercise this option to relocate, Grantor will not interfere with Grantee's use of the presently existing road, until the alternate road is ready for use.

Attorney's Fees

11. The parties agree that the court will retain jurisdiction to enforce the terms and conditions of this easement in the future. The parties agree that in the event action is brought to enforce the terms of this easement, the prevailing party will be entitled to reasonable attorney's fees and costs.

Entire Agreement

12. This instrument contains the entire agreement between the parties relating to any rights herein granted and the obligations herein assumed, as and except for any and all terms and conditions contained in the stipulation and judgment by and between the parties which order was signed in Butte County Superior Court, Case No. 106281, on Sept. 11, 1992. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing, signed by the party to be charged.

/ / /



92-42082

5

Binding Effect

13. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

Lotte Blum  
LOTTE BLUM

GRANTEE:

David R. Roethler  
DAVID R. ROETHLER

STATE OF CALIFORNIA )  
COUNTY OF BUTTE ) ss.



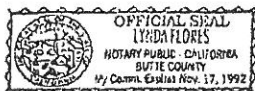
On Sept 15, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LOTTE BLUM, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Ken Baker  
(Notary Public)

STATE OF CALIFORNIA )  
COUNTY OF BUTTE ) ss.

On September 18, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID R. ROETHLER, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dynada Flores  
(Notary Public)



5951 ALMOND STREET  
PARADISE, CALIFORNIA  
95969

JOHN J. RANK  
*Attorney at Law*

CERTIFIED SPECIALIST, ESTATE PLANNING,  
TRUST AND PROBATE LAW, STATE BAR OF CALIFORNIA,  
BOARD OF LEGAL SPECIALIZATION

TELEPHONE  
(530) 877-2600

FACSIMILE  
(530) 877-2601

November 5, 2015

Randall C. Ahr  
14672 Colter Way  
Magalia, California 95954

Re: Walter Blum Revocable Inter Vivos Trust Dated March 1, 2007

Dear Randy:

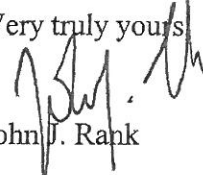
As you know, we requested an updated Preliminary Title Report from Bidwell Title. The updated document (a copy of which is enclosed) now properly reflects that you, as trustee, are the owner of the three parcels that comprise the mobile home park and the residence on Newland Road (A.P.N.s 054-181-012, 054-181-011, and 054-181-026). Hopefully this information will be sufficient for Paradise Irrigation District to complete the separation of water service between the mobile home park and the residence.

I do want to bring your attention to Exception 9 entitled "A Certificate of Compliance" contained in the Preliminary Title Report which contains the following condition:

"Provide recorded access easement to the subject parcel from a public road, conforming to the 40 foot easement width requirement in effect on June 1, 1978, at the time the above owner took title to the property."

Bidwell Title has indicated that they are unable to locate any such easement of record and therefore, it appears that the residence does not have legal access from Newland Road. This may or may not become an issue at the time of sale.

Please let me know if you have any questions with regard to the Preliminary Title Report.

Very truly yours,  
  
John J. Rank

Enclosure

E:\wpdocs\Blum.Walter\TA\Client ltr re Newland - PTR.wpd

## 7. Easement for the purpose stated herein and incidental purposes

Granted to : County of Butte  
 For : Road  
 Recorded on : October 6, 1883  
 Recorded in : Book 23 of Deeds, at page 405, Butte County Records

Reference said document for exact location

## 8. Easement for the purpose stated herein and incidental purposes

Granted to : County of Butte  
 For : Road  
 Recorded on : January 6, 1927  
 Recorded in : Book 195 of Deeds, at page 426, Butte County Records  
 Affects : Easterly 20 feet of Parcel III

## 9. A Certificate of Compliance

Executed by : County of Butte Subdivision Violation Committee  
 In favor of : Lotte Blum  
 Recorded on : July 17, 1989  
 Recorded in : Butte County Official Records Serial No. 1989-26544  
 Affects : Parcel I

Said Certificate contains certain conditions as follows:

- 1) Provide recorded access easement to the subject parcel from a public road, conforming to the 40 foot easement width requirement in effect on June 1, 1978, at the time the above owner took title to the property.

As of the date herein, said condition has not been met.

## 10. Right of Way for the purpose stated herein and incidental purposes

Granted to : David R. Roethler  
 For : Private roadway  
 Recorded on : September 21, 1992  
 Recorded in : Butte County Official Records Serial No. 1992-42082

Reference said document for exact location

11. Rights, interests or claims, if any, which a tenant in possession may have, but which are not shown by the public record.
12. Requirement that a copy of the Trust Agreement and a signed Trust Certification be furnished for the Lotte E. Blum Revocable Inter Vivos Trust dated January 31, 1990 prior to recording to determine the powers of the Trustee in dealing with the land described herein.  
 Said Trust previously held title.
13. Requirement that a copy of the Trust Agreement and a signed Trust Certification be furnished for the Walter Blum Revocable Trust Inter Vivos Trust initially created on March 1, 2007 prior to recording to determine the powers of the Trustee in dealing with the land described herein.
14. We will require a Statement of I.D. on the SELLER herein.

END OF EXCEPTIONS

WHEN RECORDED RETURN TO:  
Town Engineer  
Town of Paradise  
5555 Skyway  
Paradise, CA. 95969

89-26544

89-026544

Rec Fee .00  
Total .00

Recorded  
Official Records  
County of  
Butte  
Candace J. Grubbs  
Recorder  
8:02am 17-Jul-89

AGENCY SHOWN

GF 1

CERTIFICATE OF COMPLIANCE

ISSUED TO: LOTTE BLUM

This Certificate of Compliance is hereby issued by the Town of Paradise to certify that the land division which created the parcel of property identified below complies with the applicable provisions of the Subdivision Map Act and of Chapter 16 of the Town of Paradise Municipal Code.

1. PROPERTY LOCATION: 5500 BENNETT ROAD  
PARADISE, CALIF. 95969
2. PROPERTY OWNER: LOTTE BLUM
3. ASSESSOR'S PARCEL NUMBER: 54-18-1-12

DESCRIPTION:

All that certain real property situate in the Town of Paradise, County of Butte, State of California, described as follows:

A portion of the Northwest quarter of the Southwest quarter of Section 24, Township 22 North, Range 3 East, M.D.B. & M., and more particularly described as follows:

COMMENCING at a point on the West line of said Section 24, 515 feet SOUTH of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 24; thence from said True Point of Beginning, EAST, 380.00 feet; thence SOUTH, 145.00 feet; thence WEST, 380.00 feet; thence NORTH, 145.00 feet to the Point of Beginning, and containing 1.264 Acres, more or less.

Issuance of this Certificate is conditional upon the following condition which has been imposed pursuant to the Paradise Municipal Code Chapter 16.15.030(C) and Government Code Section 66499.35(B), to protect the public health and public safety:

- 1) Provide recorded access easement to the subject parcel from a public road, conforming to the 40 foot easement width requirement in effect on June 1, 1978, at the time the above owner took title to the property.

Date Issued

7/12/89

Jon A. Lander, Town Engineer  
Town of Paradise

END OF DOCUMENT

7/7/2017

5399 Newland Road, Paradise, CA 95969 - MLS CH16147738 - Coldwell Banker



ColdwellBankerHomes.com

**5399 Newland Road, Paradise, CA 95969**

**\$305,000**

**Sold**   **Closed**   **Single Family**   **3 Beds**   **3 Full Baths**   **1,958 Sq. Ft.**



Tranquil 3 Bed 3 Bath, fully remodeled and updated home on 1.3 acres. Private gated entry and the feeling of seclusion just minutes away from all the conveniences of town. Don't let the build date fool you. This home was remodeled/ updated in 2005 including plumbing and wiring. Beautiful back, extensive brick patio with pool, hot tub and bathhouse with sauna make for relaxing evenings. Well landscaped with lights throughout property, fountains and a Gazebo offer a wonderful entertaining environment. This is an Amazing price of Paradise!

## Full Property Details for 5399 Newland Road

**Sold For:** \$305,000

**Status:** Closed

**Type:** Single Family

**MLS ID:** CH16147738

**Added:** 365 day(s) ago

### Property History

5399 Newland Road, Paradise, CA

Sold at **\$305,000** on 9/2/16

Listed at **\$315,900** on 7/7/16

### Interior

**Rooms/Areas:** Family Room, Main Floor Master Bedroom, Two Master Bedrooms

**Interior Features:** Balcony, Bathtub, Granite Counters, Kitchen Open to Family Room, Living Room Deck Attached, Recessed Lighting, Remodeled Kitchen

**Fireplace:** Yes

**Fireplace(s):** Family Room, Kitchen

**Appliances:** 6 Burner Stove, Dishwasher

### Rooms

#### BATHROOMS

**Total Bathrooms:** 3

**Full Bathrooms:** 3

#### BEDROOMS

**Total Bedrooms:** 3

#### OTHER ROOMS

**Laundry:** Individual Room

### Additional Information

**Pool:** Yes

**Pool Description:** Private, Exercise Pool

**Spa Description:** Heated

### Utilities

**Sewer:** Septic Tank

**Water:** District/Public

### Structural Information

**Structure Type:** Single Family Residence

**Common Walls:** No Common Walls

**Entry Location:** Ground Level (with Steps)

**Stories/Levels:** Two

**Stories Description:** Two

**Square Feet:** 1,958

**Sq. Ft. Source:** Assessor's Data

**Year Built:** 1940

**Year Built Source:** Assessor

### Lot Features

**Property View:** Trees/Woods

**Lot Size (Acres):** 1.3

**Lot Size Source:** Assessor's Data

**Lot Description:** Landscaped

### Financial Considerations

**Price Per Sq. Ft.:** \$155.77

### Disclosures and Reports

**Special Conditions:** Standard

7/7/2017

5399 Newland Road, Paradise, CA 95969 - MLS CH16147738 - Coldwell Banker

## Exterior

Deck/Patio: Brick

## Parking

Carport Spaces: 2

## Location

County: Butte

## School Information

School District: Paradise Unified

## Community

Community Features: Foothills

## Heating & Cooling

Cooling Type: Central

Heating Type: Central Furnace, Wood, Fireplace, Wood Stove

Listed by Aspire Real Estate, Cory Meyer and Ronald Madery

7/7/2017

5399 Newland Road, Paradise, CA 95969 - MLS CH16147738 - Coldwell Banker

5399 Newland Road, Paradise, CA 95969 (MLS# CH16147738) is a Single Family property that was sold at \$305,000 on September 02, 2016. Want to learn more about 5399 Newland Road? Do you have questions about finding other Single Family real estate for sale in Paradise? You can browse all Paradise real estate or contact a Coldwell Banker agent to request more information.

Listed by Aspire Real Estate, Cory Meyer and Ronald Mzdero