

## EXCHANGE AGREEMENT

This Agreement is entered into this 5<sup>th</sup> day of August, 2025, by and between the County of Siskiyou, a political subdivision of the State of California (hereinafter, "the County" or "Recorder's Office") and CD-DATA dba ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

### RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting, copying and distributing, for a fee, the Recorder's Office Official Records & indexes hereinafter referred to as Recorder's data ("Data") in electronic form. ParcelQuest sells licensed subscriptions to such Data in conjunction with its data management programs and websites, for example ParcelQuest.com, ParcelQuest Lite ("PQLite"), Guard Dog, and in other formats.
2. The County, by and through the Recorder's Office, is interested in accessing the Data for Siskiyou County ("County Area") and/or making the Data available to the public by linking ParcelQuest data management websites to the Recorder's Office website as authorized by ParcelQuest.
3. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the Recorder's Office with access to the Data, via all of ParcelQuest's available products and formats in exchange for the Recorder's Office providing ParcelQuest with recorder official records created and maintained by the Recorder's Office in the format created by the Recorder's Office ("Recorder Official Records"). Recorder Official Records shall be limited to electronic grantor-grantee indexes, electronic document images, electronic document images and indexes of Deed books and such other records as shall be approved by the Recorder for inclusion in this agreement from time to time. Nothing in this Agreement shall prevent ParcelQuest from marketing, licensing or selling the Data to third parties, at fees determined solely by ParcelQuest, and the parties acknowledge that the Data in conjunction with its data management programs is the property of ParcelQuest and subject to copyright protection.

### TERMS AND CONDITIONS:

1. Obligations of ParcelQuest: ParcelQuest agrees, without charge to the Recorder's Office, upon receipt of recorder official records from the Recorder's Office, to update ParcelQuest's Data and to provide the County with access to the County Area Data via all ParcelQuest products as may be requested by the Recorder's Office, such as ParcelQuest Guard Dog and a weekly updated set of recording notifications letters in pdf format suitable for mailing to property owners of record in compliance with Senate Bill 255. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the County Area Data under this Agreement shall be solely for use by the Recorder's Office except in the case of PQLite, Guard Dog, or similar products which shall be provided to the Recorder's Office for the express purpose of public access via the Recorder's Office website.
2. Obligations of Recorder's Office: The Recorder's Office shall provide ParcelQuest with recorder official records at its discretion and convenience, but shall at a minimum provide, 1) Weekly updates of the Recorder's Grantor/Grantee Index, 2) Weekly updates of newly recorded real property document images, and 3) A one-time copy of the Recorder's complete archive of real property document images.
3. Right of ParcelQuest to disseminate Data: Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data, in

conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest.

4. Rights of the County to Disseminate Data. Nothing in this Agreement shall be construed as limiting or in any way affecting the County's duty to provide copies of certain public records under the Public Records Act, nor the County's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, and the Data, are not public records and may not be distributed to the public, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, and Data, shall be subject to ParcelQuest's licensing agreement. However, the County may at any time create and distribute its own electronic records and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of recorder official records under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data by anyone other than duly authorized employees, officers, or agents of the County.

5. The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from recorder records provided to ParcelQuest by the County, including any person, agent, employee or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.

6. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County nor the Recorder's Office, nor any of their respective employees, is in a relationship of partnership or agency with ParcelQuest. ParcelQuest is an independent contractor and is not an officer, agent, or employee of either the Recorder's Office or the County. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages incurred by the County as a result of ParcelQuest's use of recorder records provided by the County under this Agreement.

7. Term of Agreement: The initial term of the agreement shall be for fifty (50) years, commencing on the date it is executed. After the first year of the initial term, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice.

8. Termination: Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

- i. Bankruptcy or insolvency of Contractor
- ii. Death of Contractor

Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

9. If at any time all or part of this agreement is determined to be in violation of any state or federal statute, and in particular the California Public Records Act, ParcelQuest will immediately cease all sales of its product and shall recall its product from its customers if so requested to do so by the County Recorder. Notification of such violation shall be in writing citing the basis of such violation and may be issued by the County Recorder, the County Recorder's designated representative, or legal counsel.

10. Governing Law And Jurisdiction: In addition to Sacramento County, the County shall be added to the venues where the parties' rights to pursue injunctive relief may be brought.

11. No Amendments shall be made to this agreement unless both parties agree in writing and the writing is signed by both parties.

12. Notices: All notices desired or required to be given pursuant to this agreement shall be in writing and shall be addressed as follows:

To County:	To ParcelQuest:
Craig Kay	Grant Mulligan
Siskiyou County Recorder	ParcelQuest
311 4th St	193 Blue Ravine Road, Suite 120
Yreka, CA 96097	Folsom, CA 95630

Either party may, by written notice given to the other, change its mailing address.

**This Exchange Agreement replaces the prior agreement between ParcelQuest and the Siskiyou County Recorder entered into on September 7, 2021.**

**See Page 4 for Signatures**

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
NANCY OGREN, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: CD-DATA dba ParcelQuest, a California Corporation

Date: 7/19/25

\_\_\_\_\_  
Grant Mulligan  
President

Date: 7/19/25

\_\_\_\_\_  
Gina Mulligan  
Corporate Secretary

License No.: N/A  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 33-0709168