APPENDIX C

Title Packets

Department of Fish and Game
Property Inventory Form

Property #: **02344**

Parcel History #: **820774**

APN: 00016-0110-0012	Meridian: MDBM	Township: 21N	Range: 16E	Section: 32
APN: 00016-0110-0020	Meridian: MDBM	Township: 21N	Range: 16E	Section: 29
APN: 00016-0110-0021	Meridian: MDBM	Township: 21N	Range: 16E	Section: 29
APN: 00016-0110-0021	Meridian: MDBM	Township: 21N	Range: 16E	Section: 30
APN: 00016-0110-0030	Meridian: MDBM	Township: 21N	Range: 16E	Section: 33
APN: 00016-0110-0033	Meridian: MDBM	Township: 21N	Range: 16E	Section: 29
APN: 00016-0110-0034	Meridian: MDBM	Township: 21N	Range: 16E	Section: 29
APN: 00016-0110-0035	Meridian: MDBM	Township: 21N	Range: 16E	Section: 29
APN: 00016-0110-0036	Meridian: MDBM	Township: 21N	Range: 16E	Section: 32

Last Update: 7/14/2000

SMITHNECK CREEK WILDLIFE AREA

Location: Sierra County - Approximately 1 mile east of Loyalton, Sierra County and 3 miles south of State Route 49 on the Smithneck Road. The area consists of three "units", two of which are accessed by county roads. The area essentially "surrounds" the Sierra Brooks Subdivision.

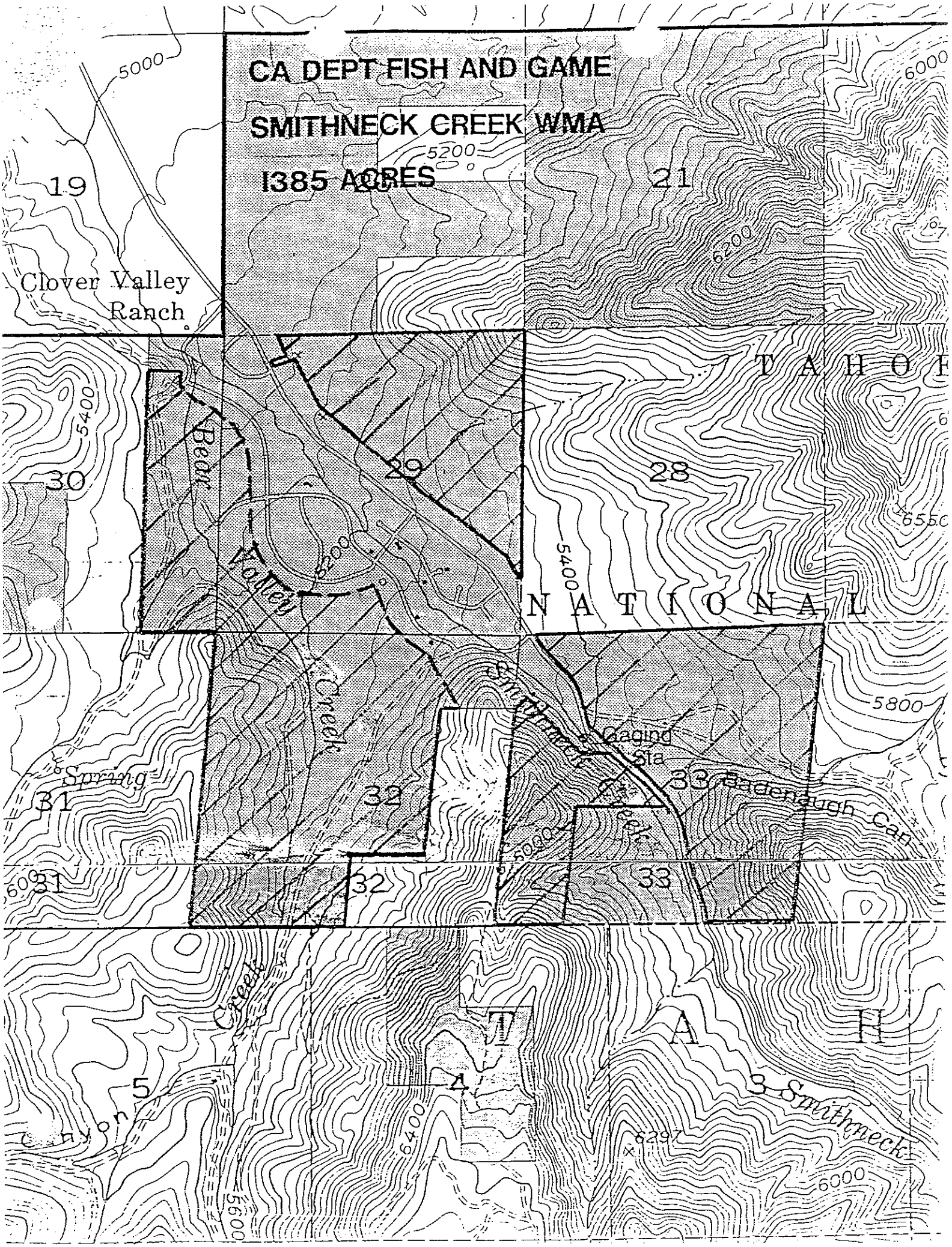
Description: The area consists of 1,395 acres of a variety of east-side Sierra habitats. Sagebrush-bitterbrush provides critical deer winter range well as a major deer migration corridor. Limited habitats of yellow pine, mountain mahogany and juniper provide a variety of habitats for resident deer. Wet and dry meadows are found along Bear Valley Creek. Riparian habitat consisting of alders, willows and aspen provide a variety of cover along Bear Valley, Smithneck, and Badenaugh Creeks for game and nongame wildlife.

Recreational Use: Opportunities for hunting are quite limited due to safety considerations (Sierra Brooks Subdivision) but the area is open to hunting. Fishing is allowed in the three streams on the area but one should be aware of posted private lands of the subdivision. The area provides access to extensive public lands, i.e. Tahoe National Forest. Camping is not allowed. There are opportunities for hiking, bird watching and photography.

Facilities: None. Access by paved and unimproved county roads.

Management Plan: Preserve and enhance all habitats for game and nongame wildlife. Maintain and improve riparian habitats to maintain water quality and high quality fishery habitat.

Acquisition: Acquired from private owners in 1988.


CA DEPT FISH AND GAME
SMITHNECK CREEK WMA
1385 ACRES
Clover Valley Ranch
19
21
30
29
28
31
32
33
5
4
3
Bear Valley Creek
Smithneck Creek
Spring
Gaging Sta
Badenaugh Can
Smithneck
Canyon
T A H O E
N A T I O N A L
T A H
5000
5200
5400
5600
5800
6000
6200
6400
6297

SMITHNECK CREEK WILDLIFE AREA

Location: Sierra County -- Approximately 1 mile east of Loyalton and 3 miles south of State Route 49 on the Smithneck Road. The area consists of three units, two of which are accessed by county roads. It essentially "surrounds" the Sierra Brooks Subdivision.

Description: This 1,395 acre wildlife area consists of a variety of habitats typical of the east side of the Sierra. The sagebrush-bitterbrush habitat is a critical deer winter-range area for migratory deer. Limited stands of yellow pine, mountain mahogany and juniper provide additional habitat for resident deer. Wet and dry meadows are found along Bear Valley Creek. Riparian habitat consisting of alders, willows and aspen provide cover along Bear Valley, Smithneck and Badenaugh Creeks for both game and nongame wildlife.

Recreational Use: Opportunities for hunting are quite limited due to safety considerations for residents of the Sierra Brooks Subdivision, but the area is open to hunting. Fishing is allowed in the three streams on the area but one should be aware of posted private lands. The area provides access to extensive public lands such as the Tahoe National Forest. There are opportunities for hiking, birdwatching and photography. Camping is not allowed.

PLEASE NOTE: Area regulations are subject to change. Special restrictions on recreational uses, hunt days and methods of take are listed in the current year's issue of HUNTING AND OTHER PUBLIC USES ON STATE AND FEDERAL AREAS, available at Fish and Game offices and places where licenses are sold.

Facilities: None.

Management Plan: Preserve and enhance all habitats for game and nongame wildlife. Maintain and improve riparian habitats and water quality for high quality fisheries.

Acquisition: Acquired from private owners in 1988.

Revised 12/95

Department of Fish and Game
Property Inventory Form

Property #: **02344**

Parcel History #: **820774**

Property Name: SMITHNECK CREEK WA
Region: 2
Property AKA: SIERRA BROOKS & BADENAUGH CANYON
MA Code: SFGWASMIT1
Area Class: WA
County: 46 SIERRA
Multiple Counties: No
Other Counties:
Property Purpose: 15 DEER WINTER RANGE
Summary Purpose: 09 DEER HABITAT
Management Plan: Yes
Plan Date: 3/2/1990
Type of Plan: DRAFT, INTERIM
Location of Property: 2 MILES SOUTHEAST OF LOYALTON

Grantor: OCCIDENTAL LAND INC.
Transaction Date: 8/18/1987
Manner Acquired: 0200 COGD
Title Insurance: Yes
Control #: 46A WA 870930 40000
[1] State Fund: 447 WRF
[2] State Fund: 997 DONA
Multiple State Fund: No
[1] Federal Fund:
[2] Federal Fund:
O and M Fund:
Parcel Name: BADENAUGH CANYON, BEAR VALLEY
Parcel Location: BOTH SIDES OF SMITHNECK ROAD
Parcel Access: SMITHNECK ROAD VIA SIERRA BROOKS

Topographic (Quad) Name: LOYALTON, SARDINE PEAK
Topographic Map: Yes
Orthophoto Map: Yes
Access Map (Arcview): No
SNA: No
SNA #:
Acquisition Proposal: Yes
Mitigation: No
Permit Type:
[1] HCPB Mitigation #:
[2] HCPB Mitigation #:
[3] HCPB Mitigation #:
[1] PCA #:
[2] PCA #:
[3] PCA #:
NCCP: No
[1] Purpose: 15 DEER WINTER RANGE
[2] Purpose:
Summary Purpose: 09 DEER HABITAT
Date Digitized: 3/29/1994
Title 14 Desig. Date: 4/8/1988
Property Mgmnt: DFG-2
Mgmnt Agrmnt Effective Date:
Lease Effective Date:
Mgmnt Agrmnt Expiration Date:
Lease Expiration Date:
Term:
In-Lieu Fee Date:
Handicap Access: No
Water Rights:
Mineral Rights: N
Timber Rights: NA
Easements: SMITHNECK ROAD, POLELINES, WATER SYSTEM

Improvements:

Comments: KEY DEER WINTER RANGE & MIGRATION CORRIDOR FOR SUB-UNIT OF LOYALTON-TRUCKEE DEER HERD.

State Land Cost:	$500,000.00	WCB Improvement Cost:		Federal Cost:	$0.00
Acquisition Cost:	$1,607.50	Donation/Mitigation Value:	$300,000.00	Other Cost:	
State Improvement Cost:	$0.00	City/County Cost:	$0.00	In-Lieu Fees:	$11,636.33
Total State Cost:	$501,607.50	Taxes:	$0.00		

County: 46 SIERRA
City Code:
TR #:
Recorded Date: 9/30/1987
Book: 120
Page: 3000
Document #: 96614
Comments: RERECORDED 7/1/88,BK 121,PG 2048 TO CORRECT LEGAL DESCRIPTION & INCLUDE PARCELS 16-110-33 & 36.

Parcel Characteristic: 1000
Original Acreage: 1,385.22
Current Acreage: 1,385.22

09/18/80 - 180 acres using $258,730 from the WRF. Account closed 10/4/84. Total expenditure $4,867.74.
04/10/85 - 160 acres using $277,200 from the WRF. Account closed 11/12/86. Total expenditure $277,200.
09/17/85 - 20 acres using $53,000 from the WRF. Account closed 5/16/86. Total expenditure $50,678.50.
11/12/86 - 640 acres using $556,000 from the WRF. Account closed 8/18/87. Total expenditure $552,641.90.

- Smith River - Del Norte County; access development 5 miles upstream from the mouth of the Smith River. Acquisition of 3+ acres and development including access road, two-lane boat ramp, and sanitary facilities approved 3/21/63. $49,640 was allocated under the Accelerated Public Works Program. Construction was completed early 1964. Total cost of the project was $47,168.37 for which the Federal Government reimbursed the State $17,488. Board expenditure was $29,680.37. Account closed 8/25/66. $1,549.80 additional expended from allocation of 1/26/65 for restoration after the 1964-65 flood.

  On 4/10/85 the Board allocated $49,900 from the WRF to upgrade this public fishing access area. Improvements included a new restroom equipped with handicapped accessible features, improving the water system, upgrading the ramp, and sealing the parking area. The County is operating and maintaining the project for another 25 year period. Account closed 5/20/87. Total expenditure $45,724.81. (C-2)

- Smithneck Creek Wildlife Area - Sierra County; acquisition of 1,400 acres located in Sierra County, lying about one mile south of the town of Loyalton for preservation of key deer winter range and migration corridors for a portion of the Loyalton-Truckee deer herd. The appraised value of the subject property is $885,000 and the owners have agreed to sell for $500,000. On 5/20/87 the Board allocated $515,000 from the WRF for the purchase price and related processing costs and accepted a partial donation offered by the owners. The Department will manage this area. Account closed 3/1/88. Total expenditure $501,668. (E-1)

- Snag Lake Wildlife Area - Butte County; acquisition of 240 acres in northeastern Butte County for the preservation of mountain meadow wetlands and upland habitat adjacent to Snag Lake. The property is located on Humbug Road, a major U.S. Forest Service road, about 12 miles north of Stirling City and 20 miles southwest of Lake Almanor. On 9/17/85 the Board allocated $104,000 from the 1984 Bond Funds and $104,000 from the WRF for acquisition and related processing costs. The Department manages this area in conjunction with the Coon Hollow Wildlife Area which is about two miles south of this property. Account closed 11/12/86. Total expenditure $201,075.80. (E-3)

- Snake Lake - Plumas County, Plumas National Forest, four miles northwest of Quincy; construction of a dam at the lake outlet to increase depth to 7 or 8 feet and from 100 to 150 surface acres. Board allocated $5,000 on 6/6/51. Constructed by U.S. Forest Service and dedicated 5/17/53. Account closed on 4/16/53; total expenditure $5,000. (B-1)

- Sonoma Coastal Stream Clearance - Sonoma County; the Board allocated $14,000 on 7/29/71 to remove logging debris on 19 miles of stream to improve salmon and steelhead habitat. The work was done by conservation camp labor under direction of the Division of Forestry. Work

WCB 45th Yr Report 1992

3-84832-CM

98 5

98265

OFFICIAL RECORDS
RECORDING REQUESTED
BY: INTER-COUNTY TITLE

88 JUL -1 PM 4:22

SIERRA COUNTY, CA
SANDRA LOVING, RECORDER
VOL 121 PG 2048 FEE N/C

WHEN RECORDED MAIL TO

State of California
Department of Fish and Game
Wildlife Conservation Board
1416 Ninth Street
Sacramento, California 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Department of Fish and Game
Agency: Wildlife Conservation Board
Project: Smithneck Creek WLA
Parcel: Sierra Brooks Subdivision

C O R R E C T E D

Corporation Grant Deed

APN 16-110-19, 16-110-20, 16-110-21, 16-110-22, 16-110-30, 16-110-12

This Deed is meant to correct the property description only in that Corporation Grant Deed from Occidental Land Inc. to the State of California recorded in Sierra County on September 30, 1987 as Doc. 96614 in Vol 120 Pg 3000.

Occidental Land Inc.,
a corporation organized under the laws of the State of California hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Sierra, State of California:

SHOWN AS EXHIBIT 'A', ATTACHED HERETO

AND THEREBY MADE A PART HEREOF.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary thereunto duly authorized.

Dated: June 15, 1988

OCCIDENTAL LAND, INC.

By Robert F. Mitchell
Vice President

By
Assistant Secretary

DOCUMENTARY TRANSFER TAX $ None/Exempt
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
INTER-COUNTY TITLE CO.
SIGNATURE Carmen Martin

COMPARED

2048

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On 15 June 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert F. Mitchell personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Instrument as the Vice President, and Ronald K. Takeuchi personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Instrument as the Assistant Secretary of the Corporation that executed the within Instrument and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
M LUCILLO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 12, 1991

Signature M. Lucillo

M. Lucillo
Name (Typed or Printed)
Notary Public in and for the State of California

PARCEL 1:
All of

2049

PARCEL 1:

All of Section 33, Township 21 North, Range 16 East, M.D.M.

EXCEPTING THEREFROM all oil, oil rights, mineral rights, natural ga rights, and other hydrocarbons by whatsoever name known, together with al geothermal steam and steam power that may be within or under the parcel o land hereinafter described together with the perpetual right of drilling mining, exploring and operating therefor and storing in and removing th same from said land, or any other land, including the right to whipstock o directionally drill and mine from lands other than those hereinafte described, oil or gas wells, tunnels and shafts into, through or across th subsurface of the land hereinafter described and to bottom such whipstocke or directionally drilled wells, tunnels and shafts under and beneath o beyond the exterior limits thereof, and to redrill, retunnel, equip maintain, repair, deepen and operate any such wells or mines, TOGETHER WIT the right to drill, mine, store, explore and operate through or on, an utilize all or any portion of the surface and subsurface of the land, a contained in Quitclaim Deed from Occidental Land, Inc., a Californi corporation to Eastwood Minerals and Energy Company, a Californi corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Pag 30, Official Records, in the Office of the County Recorder of Sierr County, California.

ALSO EXCEPTING THEREFROM all that portion, if any, lying within th exterior boundaries of THE SIERRA BROOKS UNIT NO. 1, in portion of Sectior 29, 32 and 33, Township 21 North, Range 16 East, M.D.M., Sierra County California, filed in the Office of the County Recorder of Sierra County California, on May 27, 1971, in Book 3, Page 76 of Maps.

ALSO EXCEPTING THEREFROM all that portion conveyed to the County of SIERRA by Deed Recorded November 10, 1972, in Book 56 of Official Records, Page 477.

ALSO EXCEPTING THEREFROM all that portion conveyed to SIERRA BROOKS PROPERTY OWNERS ASSOCIATION by Deed Recorded March 28, 1978, in Book 77 of Official Records, Page 422.

PARCEL 2:

<u>Township 21 North, Range 16 East, M.D.M.</u>

Section 29: Northeast quarter of Northwest quarter; West half of West half; Southeast quarter of t Southwest quarter; and the East half.

EXCEPTING FROM the West half of the West half: All that portion there lying within the parcel of land described in the Deed dated April 2, 197 recorded May 27, 1971, in Book 53, Page 99, Official Records, to Sier Pacific Power Company, a corporation.

205

ALSO EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 30: East half of Southeast quarter;
Southeast quarter of Northeast quarter; and
South half of Northeast quarter of Northeast quarter.

EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson, in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 32: West half of Southwest quarter of Southwest quarter;
Northwest quarter;
North half of Southwest quarter;
Southeast quarter of Southwest quarter;
and East half of Southwest quarter of Southwest quarter.

EXCEPTING FROM PARCEL 2, HEREIN DESCRIBED: All oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize, all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation, to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

PARCEL 3:

The Southeast quarter of the Northwest quarter of Section 29, Township 21 North, Ranch 16 East, M.D.M., according to the official plat thereof.

The North half of the Northeast quarter, the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 32, Township 21 North, Range 16 East, M.D.M., according to the official plat thereof.

EXCEPTING THEREFROM all that portion lying within the exterior boundaries of THE SIERRA BROOKS UNIT NO. 1, in portion of Sections 29, 32 and 33, Township 21 North, Range 16 East, M.D.M., Sierra County, California, filed in the office of the County Recorder of Sierra County, California, on May 27, 1971, in Book 3 of Maps and Surveys, Page 76.

ALSO EXCEPTING THEREFROM all portion lying within the exterior boundaries of THE SIERRA BROOKS UNIT NO. 2-A, in portion of Sections 19, 20, 29 and 30, Township 21 North, Range 16 East, M.D.M., which Map was filed in the Office of the County Recorder, of Sierra County, California, on October 29, 1971, in Book 3 of Maps and Surveys, Page 90.

AND ALSO EXCEPTING THEREFROM all oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land above described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those herein above described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land herein described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize all or any portion of the surface and subsurface of the land, as contained the Quitclaim Deed from Occidental Land, Inc., a California corporation to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the office of the County Recorder of Sierra County, California.

Smithneck Creek WLA
Sierra County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the corrected deed or grant, dated June 15, 1988, from Occidental Land Inc. to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on May 20, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: W. John Schmidt
W. John Schmidt
Executive Officer
Wildlife Conservation Board

Date: 6/27/88

CAT. NO. NN01007
TO 2363 CA (8-84)

1.18

ENDORSEMENT

Order No. S-84832

ISSUED BY

Ticor Title Insurance Company of California

Attached to and forming a part of Policy of Title Insurance No. J05 054191

SEE EXHIBIT "A"
attached

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated: 7/1/88 @ 4:22 p.m.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

COPY
Validating Signatory

By _____ President

Attest _____ Secretary

ENDORSEMENT A

EXHIBIT "A"

Schedule C of this policy is hereby deleted and there is substituted in lieu thereof the following:

PARCEL 1:

All of Section 33, Township 21 North, Range 16 East, M.D.M.

EXCEPTING THEREFROM all oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

ALSO EXCEPTING THEREFROM all that portion, if any, lying within the exterior boundaries of THE SIERRA BROOKS UNIT NO. 1, in portion of Sections 29, 32 and 33, Township 21 North, Range 16 East, M.D.M., Sierra County, California, filed in the Office of the County Recorder of Sierra County, California, on May 27, 1971, in Book 3, Page 76 of Maps.

ALSO EXCEPTING THEREFROM all that portion conveyed to the County of SIERRA by Deed recorded November 10, 1972, in Book 56 of Official Records, Page 477.

ALSO EXCEPTING THEREFROM all that portion conveyed to SIERRA BROOKS PROPERTY OWNERS ASSOCIATION by Deed Recorded March 28, 1978, in Book 77 of Official Records, Page 422.

PARCEL 2:

<u>Township 21 North, Range 16 East, M.D.M.</u>

Section 29: Northeast quarter of Northwest quarter; West half of West half; Southeast quarter of the Southwest quarter; and the East half.

EXCEPTING FROM the West half of the West half: All that portion thereof lying within the parcel of land described in the Deed dated April 2, 1971, recorded May 27, 1971, in Book 53, Page 99, Official Records, to Sierra Pacific Power Company, a corporation.

ALSO EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 30: East half of Southeast quarter;
Southeast quarter of Northeast quarter; and
South half of Northeast quarter of Northeast quarter.

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Section 32: West half of Southwest quarter of Southwest quarter;
Northwest quarter;
North half of Southwest quarter;
Southeast quarter of Southwest quarter;
and East half of Southwest quarter of Southwest quarter.

EXCEPTING FROM PARCEL 2, HEREIN DESCRIBED: All oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize, all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation, to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

PARCEL 3:

The Southeast quarter of the Northwest quarter of Section 29, Township 21 North, Range 16 East, M.D.M., according to the Official Plat thereof.

The North half of the Northeast quarter, the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 32, Township 21 North, Range 16 East, M.D.M., according to the Official Plat thereof.

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Recording Requested By
Inter-County Title Co.
#S-84832-rs
WHEN RECORDED MAIL TO

96614 96614

OFFICIAL RECORDS
RECORDING REQUESTED
BY: Inter County Title Co.

87 SEP 30 AM 10: 35

SIERRA COUNTY, CA
SANDRA LOVING, RECORDER
VOL. 120 PG. 3000 FEE 7/C

State of California
Department of Fish and Game
Wildlife Conservation Board
1416 Ninth Street, Room 1206-22
Sacramento, California 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

Agency: Department of Fish and Game
Wildlife Conservation Board
Project: Smithneck Creek WLA
Parcel: Sierra Brooks Subdivision

APN 16-110-19,16-110-20,16-110-21,16-110-22,16-110-30,16-110-12 TR87-168

OFFICIAL SEAL
SHARON C. FIELDING
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. June 9, 1989

OCCIDENTAL LAND INC.,

a corporation organized under the laws of the State of California hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Sierra, State of California:

SHOWN AS EXHIBIT "A", ATTACHED HERETO
AND THEREBY MADE A PART HEREOF.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and Asst Secretary thereunto duly authorized.

Dated: August 18, 1987

OCCIDENTAL LAND, INC.

By _____ President

By _____ Asst. Secretary

DOCUMENTARY TRANSFER TAX $ None / Exempt
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
INTER-COUNTY TITLE CO.
SIGNATURE Ruth J. Strong

104 (Rev. 12/82)

COMPARED

3000

EXHIBIT "A"

PARCEL 1:

16-110-030

All of Section 33, Township 21 North, Range 16 East, M.D.M., lying Easterly of the Easterly line of Smithneck Road, as said centerline is shown on that certain Record of Survey filed in Book 3 of Maps and Surveys, Page 68, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

ALSO EXCEPTING THEREFROM all that portion, if any, lying within the exterior boundaries of THE SIERRA BROOKS UNIT NO. 1, in portion of Sections 29, 32 and 33, Township 21 North, Range 16 East, M.D.M., Sierra County, California, filed in the Office of the County Recorder of Sierra County, California, on May 27, 1971, in Book 3, Page 76 of Maps.

PARCEL 2:

Township 21 North, Range 16 East, M.D.M.

16-110-020 37.1 ac.

Section 29: Northeast quarter of Northwest quarter; 16-110-35 30.2 ac. 16-110-021 West half of West half; Southeast quarter of the ac ? Southwest quarter; and the East half. 16-110-34 193.16 ac

Total ac. Sect 29 & 30 = 196.84

EXCEPTING FROM the West half of the West half: All that portion thereof lying within the parcel of land described in the Deed dated April 2, 1971, recorded May 27, 1971, in Book 53, Page 99, Official Records, to Sierra Pacific Power Company, a corporation.

ALSO EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 30: East half of Southeast quarter;
part of 16-110-21 Southeast quarter of Northeast quarter; and
South half of Northeast quarter of Northeast quarter.

EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson, in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 32: West half of Southwest quarter of Southwest quarter;
16-110-12 Northwest quarter;
308.36 ac. North half of Southwest quarter;
Southeast quarter of Southwest quarter;
and East half of Southwest quarter of Southwest quarter.

EXCEPTING FROM PARCEL 2, HEREIN DESCRIBED: All oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize, all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation, to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

Smithneck WLA
Sierra County
(Sierra Brooks)

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated August 18, 1987 from Occidental Land Inc. to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on May 20, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

TR87-168-A

Department of General Services
APPROVED
SEP 21 1987
By
Chief
Office of Real Estate and Design Services

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: W. John Schmidt
W. John Schmidt
Executive Officer
Wildlife Conservation Board

Date: September 11, 1987

FG 451 (11/86)

96614

3004

Order No. S-84832
Policy No. J05 054191

TICOR TITLE INSURANCE

Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on such title;

3. Unmarketability of such title; or

4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only;

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon

   a. usury, or
   b. any consumer credit protection or truth in lending law;

6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or

7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

This policy shall not be valid or binding until countersigned below by a validating signatory of the Company.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By Gerald L. Appel President

Attest Eric E. Everlach Secretary

Countersigned:

By COPY
Validating Signatory

Schedule B Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.

8. Rights of eminent domian or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) whether or not shown by the public records at Date of Policy, but created, caused, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a.) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b.) "insured claimant": an insured claiming loss or damage hereunder.

(c.) "insured lender": the owner of an insured mortgage.

(d.) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e.) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f.) "land": the land described specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part I of Schedule B of this Policy.

(g.) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h.) "public records": those records which by law impart constructive notice of matters relating to the land.

(CONDITIONS AND STIPULATIONS Continued on the Inside of the Last Page of This Policy)

Schedule A

Agent's Order No.:
S-84832

Number	Amount of Insurance	Date of Policy	Premium
J05 054191	$ 500,000.00	9/30/87 @ 10:35 A.M	$ 1,450.00

1. Name of Insured:

THE STATE OF CALIFORNIA

2. The estate or interest referred to herein is at Date of Policy vested in:

THE STATE OF CALIFORNIA

3. The estate or interest in the land described in Schedule C and which is covered by this policy is a fee.

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part I

All matters set forth in paragraphs numbered 1 (one) to 11 (eleven) inclusive on the inside cover sheet of this policy under the heading of Schedule B Part I.

Part II

1. All public improvements of Sierra Brooks Property Owner's Association.

2. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.

3. Any easements for diverting, conducting, or storing water or for incidental purposes affecting the realty herein described, as may be indicated by Judgment and Decree, State of California, Division of Water Resources, to F. E. Humphrey, Jr., et al, dated January 19, 1940, entered in the Superior Court of the State of California, in and for the County of Plumas, Case No. 3095, entitled: "In the Matter of the Determination of the Rights of the Various Claimants to the Water of that portion of Middle Fork of Feather River and its tributaries situate above Beckwith in Plumas County and being within Sierra and Plumas Counties, California," recorded February 1, 1940, in Book 39 of Deeds at page 1, Sierra County Records.

4. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes,
   In Favor Of: United States of America
   For : a road
   Recorded : April 16, 1959, in Book 22, Page 99, Official Records.
   Affects : along the existing Bear Valley Road across the West half of Section 32, Township 21 North, Range 16 East.

5. An easement affecting the portion of said land and for the purposes stated herein, and incidental purposes,
   In Favor Of: Sierra Pacific Power Company, a corporation
   For : an electric power line
   Recorded : October 16, 1970, in Book 51, Page 659, Official Records.

6. Agreement respecting water facilities and service for The Sierra Brooks Subdivision by and between
   Parties : Sierra County Service Area No. 4, a County Service Area (the Service Area), Occidental Petroleum Land and Development Corporation, a California corporation (Occidental)
   For : water, water service and water system
   Recorded: May 10, 1971, in Book 53, Page 17, Official Records
   Affects : the realty herein described (no Exhibit "A" attached).

7. Covenants, conditions and restrictions in the declaration of restrictions
Executed By: Occidental Petroleum Land and Development Corporation, a corporation
Recorded : May 27, 1971, in Book 53, Page 107, Official Records.

Amendment of covenants, conditions and restrictions in instrument
Executed By: Occidental Land, Inc., a corporation
Recorded : July 7, 1975, in Book 65, Page 413, Official Records.

The land referred to herein is described as follows:

All that real property situate in the unincorporated area of the County of Sierra, State of California, described as follows:

PARCEL 1:

All of Section 33, Township 21 North, Range 16 East, M.D.M., lying Easterly of the Easterly line of Smithneck Road, as said centerline is shown on that certain Record of Survey filed in Book 3 of Maps and Surveys, Page 68, according to the Official Plat thereof.

EXCEPTING THEREFROM all oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

ALSO EXCEPTING THEREFROM all that portion, if any, lying within the exterior boundaries of THE SIERRA BROOKS UNIT NO. 1, in portion of Sections 29, 32 and 33, Township 21 North, Range 16 East, M.D.M., Sierra County, California, filed in the Office of the County Recorder of Sierra County, California, on May 27, 1971, in Book 3, Page 76 of Maps.

PARCEL 2:

Township 21 North, Range 16 East, M.D.M.

Section 29: Northeast quarter of Northwest quarter;
West half of West half; Southeast quarter of the Southwest quarter; and the East half.

EXCEPTING FROM the West half of the West half: All that portion thereof lying within the parcel of land described in the Deed dated April 2, 1971, recorded May 27, 1971, in Book 53, Page 99, Official Records, to Sierra Pacific Power Company, a corporation.

ALSO EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 30: East half of Southeast quarter;
Southeast quarter of Northeast quarter; and
South half of Northeast quarter of Northeast quarter.

EXCEPTING THEREFROM: All that portion thereof lying within the exterior boundaries of the Subdivision THE SIERRA BROOKS UNIT NO. 2-A, in portions of Sections 19, 20, 29 and 30, Township 2 North, Range 16 East, M.D.M., Sierra County, California, made by Paul E. Simpson, in the year 1960, which Map was filed in the Office of the County Recorder of Sierra County, California, on the 29th day of October, 1971, in Book 3, Page 90, Maps and Surveys.

Section 32: West half of Southwest quarter of Southwest quarter;
Northwest quarter;
North half of Southwest quarter;
Southeast quarter of Southwest quarter;
and East half of Southwest quarter of Southwest quarter.

EXCEPTING FROM PARCEL 2, HEREIN DESCRIBED: All oil, oil rights, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, together with all geothermal steam and steam power that may be within or under the parcel of land hereinafter described together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land, or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinafter described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinafter described and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, TOGETHER WITH the right to drill, mine, store, explore and operate through or on, and utilize, all or any portion of the surface and subsurface of the land, as contained in Quitclaim Deed from Occidental Land, Inc., a California corporation, to Eastwood Minerals and Energy Company, a California corporation, dated July 12, 1974, recorded July 22, 1974, in Book 62, Page 30, Official Records, in the Office of the County Recorder of Sierra County, California.

2. (a.) Continuation of Insurance after Acquisition of Title by Insured Lender

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of said estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6(a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b.) Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a.) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b.) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c.) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

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

(e.) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. Proof of Loss or Damage—Limitation of Action

In addition to the notices required under Paragraph 3(b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of the Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished. Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims and Options to Purchase Indebtedness

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

(a.) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b.) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c.) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

ONDITIONS AND STIPULATIONS Continued and Concluded on Reverse Side of This Page)

8. Reduction of Insurance; Termination of Liability

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

No amendment of or endorsement to this policy can be made except by 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.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. 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 policy and shall be addressed to it at the office which issued this policy or to its Principal Office, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.

TICOR TITLE

Issued By:
Inter County Title Company
213 Railroad Avenue
P.O. Box 68
Nevada City, California 95959
(916) 265-3821

TICOR TITLE INSURANCE
AGENT FOR

Ticor Title Insurance Company of California

6300 Wilshire Boulevard
P.O. Box 92792
Los Angeles, CA 90009
(213) 852-6000

Department of Fish and Game
Property Inventory Form

Property #: 00216 | **Parcel History #: 820547**

Property Name: ANTELOPE VALLEY WA | Region: 2
Property AKA: | MA Code: SFGWAANTE1 | Area Class: WA
County: 46 SIERRA | Multiple Counties: No | Other Counties:
Property Purpose: 15 DEER WINTER RANGE | Summary Purpose: 09 DEER HABITAT
Management Plan: Yes | Plan Date: 10/1/1992 | Type of Plan: DRAFT
Location of Property: 4 MILES SOUTHWEST OF LOYALTON

Grantor: NEVIS INDUSTRIES, INC. | Transaction Date: 9/19/1980
Manner Acquired: 0200 COGD | Title Insurance: Yes | Control #: 46A WA 801030 40000
[1] State Fund: 447 WRF | [2] State Fund: 742 SUCP | Multiple State Fund: Yes
[1] Federal Fund: LWCF | [2] Federal Fund: | O and M Fund:
Parcel Name: PHASE II
Parcel Location: TV HILL; ANTELOPE VALLEY SOUTH & EAST OF PALEN RESERVOIR
Parcel Access: ANTELOPE VALLEY ROAD SOUTH OF HWY 49

Topographic (Quad) Name: ANTELOPE VALLEY, SIERRAVILLE, LOYALTON, SARDINE PEAK
Topographic Map: Yes | Orthophoto Map: No | Access Map (Arcview): No | SNA: No | SNA #:
Acquisition Proposal: No | Mitigation: No | Permit Type:
[1] HCPB Mitigation #: | [2] HCPB Mitigation #: | [3] HCPB Mitigation #:
[1] PCA #: | [2] PCA #: | [3] PCA #: | NCCP: No
[1] Purpose: 15 DEER WINTER RANGE | [2] Purpose:
Summary Purpose: 09 DEER HABITAT | Date Digitized: 3/14/1994 | Title 14 Desig. Date: 8/29/1980
Property Mgmnt: DFG-2 | Mgmnt Agrmnt Effective Date: | Lease Effective Date:
Mgmnt Agrmnt Expiration Date: | Lease Expiration Date: | Term: | In-Lieu Fee Date: 10/30/1980
Handicap Access: No | Water Rights: | Mineral Rights: Y | Timber Rights: N
Easements:

Improvements:

Comments: WINTER RANGE FOR THE SIERRA VALLEY SUB-UNIT OF THE LOYALTON-TRUCKEE DEER HERD.

State Land Cost:	$401,650.76	WCB Improvement Cost:		Federal Cost:	$202,349.24
Acquisition Cost:	$9,261.53	Donation/Mitigation Value:	$0.00	Other Cost:	
State Improvement Cost:	$0.00	City/County Cost:	$0.00	In-Lieu Fees:	$924.13
Total State Cost:	$410,912.29	Taxes:	$0.00		

County: 46 SIERRA | City Code: | TR #: 2-903
Recorded Date: 10/30/1980 | Book: 88 | Page: 681 | Document #: 72065
Comments:

Parcel Characteristic: 1000 | Original Acreage: 2,400.00 | Current Acreage: 2,400.00

Department of Fish and Game
Property Inventory Form

Property #: **00216**

Parcel History #: **820547**

APN: 00016-0050-0017	Meridian: MDBM	Township: 21N	Range: 15E	Section: 28
APN: 00016-0050-0026	Meridian: MDBM	Township: 21N	Range: 15E	Section: 28
APN: 00016-0050-0026	Meridian: MDBM	Township: 21N	Range: 15E	Section: 33
APN: 00016-0060-0018	Meridian: MDBM	Township: 21N	Range: 15E	Section: 26
APN: 00016-0060-0021	Meridian: MDBM	Township: 21N	Range: 15E	Section: 22
APN: 00016-0060-0021	Meridian: MDBM	Township: 21N	Range: 15E	Section: 27
APN: 00016-0240-0007	Meridian: MDBM	Township: 21N	Range: 15E	Section: 23
APN: 00016-0240-0007	Meridian: MDBM	Township: 21N	Range: 15E	Section: 24
APN: 00016-0240-0007	Meridian: MDBM	Township: 21N	Range: 15E	Section: 26
APN: 00018-0140-0002	Meridian: MDBM	Township: 21N	Range: 15E	Section: 33
APN: 00018-0140-0004	Meridian: MDBM	Township: 20N	Range: 15E	Section: 04

Last Update: 7/17/2000

- Antelope Valley - Sierra County; acquisition of 2,080 acres in Antelope Valley for preservation of deer winter range. The property is reached by County Road 885, proceeding south from State Highway 49. On 5/2/80 the Board allocated $535,000 from the 1976 Bond Funds and WRF for the acquisition and related costs. Because it affords hunting and general outdoor recreational opportunities to the public, federal funding under the LWCF program was received. The Department is managing the area.

  On 9/18/80 the Board authorized the acquisition of an additional 2,400 acres in Antelope Valley lying generally to the north and west of the previously acquired lands. $606,000 was allocated from the 1976 Bond Funds and the WRF for acquisition and related costs. Account closed 2/15/83. Board expenditures were $207,475.31. Federal reimbursement in the amount of $202,349.24 was received. (E-1)

- Antioch Bridge Fishing Pier - Contra Costa County; conversion of the southerly end of the old Antioch Bridge to a fishing pier, 535' long and 16' wide with a 46' x 25' platform at the outer end. Lights, benches, drinking fountains and trash receptacles were included. $300,000 was allocated by the Board on 2/7/79 from the WRF and federal funding under the LWCF program was received. On 9/20/79 and 9/2/81, the Board allocated $92,000 and $29,431.55 from the WRF, respectively, to accept the low bid received for construction and to cover actual project costs which had escalated due to increases in unit cost and quantity of structural concrete. The East Bay Regional Park District leased the project area to the Department, provided on-shore facilities, and operated and maintained the project.

  On 5/30/84 the Board allocated $15,000 from the WRF to provide for minor modifications to the pier to facilitate angler access to the beach and to provide shore protection at the foot of the pier for protection of both the pier abutment and the adjacent beach area. The O&M agreement with the East Bay Regional Park District was extended for another 25-year term. Account closed 4/10/85. Total expenditure $14,926.84. (C-4)

- Antioch Fishing Pier - Contra Costa County; construction of a new fishing pier at the foot of H Street in the city of Antioch on a matching fund basis with the City. The pier provides fishing in the San Joaquin River and is a timber structure, approximately 500 feet long and 14 feet wide with public use facilities at the pier approach. City provided a long term free lease of 19+ acres of land. $40,000 was allocated by the Board on 9/8/65 which was matched by the City of Antioch. Construction of pier completed and dedication held 2/18/67. Project account closed

JCB 45th Yr Report 1992

DEPARTMENT OF FISH AND GAME

LAND HOLDINGS

COUNTY	ADJACENT CITY	NAME/PURPOSE/USE
Sierra		ANTELOPE VALLEY DEER WINTER RANGE (Phase II)

ACREAGE	ACQUISITION COST	FUNDED BY	DEVELOPED/UNDEVELOPED
2,400 Acres	$604,000.00*	WCB/Reg. 2 SUCP/Reg. 2 (10-80 PAR)	

MANAGED BY	AREA MANAGER	MANAGEMENT PLAN	TITLE 14 REGULATIONS
Region 2			

BOUNDARY SURVEYED	FENCED	SIGNED	POSTED	

INSTRUMENT	GRANTOR	INSTRUMENT DATE	FILED
Grant Deed	Nevis Industries, Inc.	9/19/80	

RECORDATION DATA - DATE / TIME / BOOK / PAGE (S) / DOCUMENT NO. (S)

10/30/80, 1:22 p.m.; Vol. 88, page 681; #72065

INSURED BY	POLICY NUMBER	FEE
Western Title Insurance Co.	S73-413456	$1,511.00

MISCELLANEOUS EXPENSES

AVAILABLE SUPPORTING DOCUMENTATION

CORRESPONDENCE ____ NEWS CLIPS ____ MAPS ____ AERIAL PHOTOS ____ GROUND PHOTOS ____

OTHER:

ASSESSOR PARCEL NUMBER (S)

LEGAL DESCRIPTION

See attached.

* From Wildlife Restoration Fund.....$591,026.21
From State Urban & Coastal Park Fund..... 12,973.79

Total..... 604,000.00

Copy to RAO Reg.____ Date_____

FG-74 7/78

THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

Recording Requested by

WESTERN TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO
DEPARTMENT OF FISH AND GAME
Wildlife Conservation Board
1416 Ninth Street, Room 1206-22
Sacramento, California 95814

72065

OFFICIAL RECORDS
SIERRA COUNTY, CALIF. 72065
Recording Requested by
Judy Van Nates
DATE 10-20-88 TIME 1:22
VOL. 88 PAGE 621
GEORGIE M. PETERMAN
COUNTY RECORDER
FEE 7.6 DEPUTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

57312 KEP/58268 KS No Transfer Tax Due, Government Code section 6103

GRANT DEED
(CORPORATION)

Project Antelope Valley Deer Winter Range

Parcel No. Phase II

NEVIS INDUSTRIES, INC.

a corporation organized and existing under and by virtue of the laws of the State of California,

does hereby GRANT to the STATE OF CALIFORNIA all that real property in the unincorporated,

County of Sierra, State of California, described as:

SEE ATTACHED LEGAL DESCRIPTION

APN. 16-050-17
16-050-25
16-060-15
16-160-17
16-240-07
18-140-02
18-140-04

ORIGINAL

68

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 19th day of September, 19 80.

NEVIS INDUSTRIES, INC.

By _____ President

By _____ Secretary

[CORPORATE SEAL]

STATE OF CALIFORNIA
County of Sutter } ss.

On this 19th day of September, 19 80, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Thomas E. Nevis,

known to me to be the President, and Samuel A. Nevis

known to me to be the Secretary

STATE OF CALIFORNIA
COUNTY OF YUBA

On this 23rd *day of* September *in the year one thousand nine hundred and* 80, *before me,* KAY E. SIMON, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* THOMAS E. NEVIS and SAMUEL A. NEVIS *known to me to be the* President and Secretary *of the corporation described in and that executed the within instrument, and also known to me to be the person* s *who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same* _____.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ *County of* YUBA _____ *the day and year in this certificate first above written.*

_____
Notary Public, State of California

My commission expires 7-18-80

OFFICIAL SEAL
KAY E. SIMON
NOTARY PUBLIC-CALIFORNIA
Principal Office in YUBA County
My Commission Expires July 18, 1981

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement
Corporation (C. C. Secs. 1190-1190.1)

The land referred to in this report is situated in the State of California, County of Sierra and is described as follows:

PARCEL 1:

In Township 21 North, Range 15 East, Section 28; the Northeast quarter of the Northwest quarter; the Southwest quarter of the Northeast quarter; the Northwest quarter of the Southeast quarter; the South half of the Southeast quarter; the Southeast quarter of the Southwest quarter.

PARCEL 2:

In Township 21 North, Range 15 East, Section 33; the Northeast quarter of the Northwest quarter; the North half of the Northeast quarter; the Southeast quarter of the Northeast quarter; the South half.

PARCEL 3:

In Township 20 North, Range 15 East, Section 4; the Northeast quarter; the North half of the Southeast quarter, the Southeast quarter of the Southeast quarter.

PARCEL 4:

In Township 21 North, Range 15 East, Section 22; the South half of the Southwest quarter.

PARCEL 5:

In Township 21 North, Range 15 East, Section 27; the North half of the Northwest quarter; the East half; the East half of the Southwest quarter; the Southwest quarter of the Southwest quarter.

PARCEL 6:

In Township 21 North, Range 15 East, Section 23; the East half of the Southeast quarter, the Southwest quarter of the Southeast quarter; the Southeast quarter of the Southwest quarter.

PARCEL 7:

In Township 21 North, Range 15 East, Section 24; the West half of the Southeast quarter; the Southwest quarter.

PARCEL 8:

In Township 21 North, Range 15 East, Section 26; the East half of the Northwest quarter; the Northeast quarter; the Southeast quarter.

gj

NEVADA COUNTY
POLICY NUMBER

S73 413456

POLICY OF TITLE INSURANCE

ISSUED BY

WESTERN TITLE INSURANCE COMPANY

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, WESTERN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
   a. usury, or
   b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WESTERN TITLE INSURANCE COMPANY

By R. H. Morton, President

By J. L. Mainzer, Secretary

Countersigned:

William J. Thomas
Vice President

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this sub-paragraph (a) that the company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part One of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2(a). CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b). CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

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

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE — LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or

(iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2 (a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

This policy shall not be valid until countersigned by a Vice President or an Assistant Vice President of the Company. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California 94104.

13. THE FEE SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

Order No: 57312

INFLATION INDORSEMENT

Attached to Policy No. S73 413456

Issued by

WESTERN TITLE INSURANCE COMPANY
a corporation

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the insured owner, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.

2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.

3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.

4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

For the purpose of this Indorsement the term "insured owner" is defined as any insured described in paragraph 3. of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This Indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: October 30, 1980

WESTERN TITLE INSURANCE COMPANY

By _____ Vice President

WESTERN TITLE INSURANCE COMPANY INCORPORATED AUGUST 21, 1972 CALIFORNIA

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

WTI Form HO-3
(10-16-74)

Co: pondent's No. 58268-KS

SCHEDULE A

Policy Number S73 413456 Fee $ 1,511.00 Order Number 57312

Amount $ 604,000.00 Date of Policy October 30, 1980 at 1:20 o'clock p.m.

1. Name of Insured:

STATE OF CALIFORNIA

2. The estate or interest in the land described in Schedule C and which is covered by this policy is:

FEE

3. The estate or interest referred to herein is at Date of Policy vested in:

STATE OF CALIFORNIA.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B (Continued)

PART TWO

1. 1980-81 taxes a lien, not yet payable.

2. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public road.

Policy No. S73 413456 Order No. 57312

SCHEDULE C

The land referred to in this Policy is described as follows:

All that certain real property situate in the County of Sierra, State of California more particularly described as follows:

PARCEL 1:

In Township 21 North, Range 15 East, Section 28; the 40 ac Northeast quarter 16-050-17 of the Northwest quarter; the Southwest quarter of the Northeast quarter; the Northwest quarter of the Southeast quarter; the South half of the Southeast quarter; the Southeast quarter of the Southwest quarter. 16-050-26 = 200 ac

PARCEL 2:

In Township 21 North, Range 15 East, Section 33; (the Northeast quarter of the Northwest quarter; the North half of the Northeast quarter;) the Southeast quarter of the Northeast quarter; the South half. 16-050-26 = 120 ac
18-140-002 = 360 ac

PARCEL 3:

18-140-004 = 280 ac
In Township 20 North, Range 15 East, Section 4; the Northeast quarter; the North half of the Southeast quarter, the Southeast quarter of the Southeast quarter.

PARCEL 4:

16-060-21 = 80 ac
In Township 21 North, Range 15 East, Section 22; the South half of the Southwest quarter.

PARCEL 5:

16-060-21 = 520 ac
In Township 21 North, Range 15 East, Section 27; the North half of the Northwest quarter; the East half; the East half of the Southwest quarter; the Southwest quarter of the Southwest quarter.

PARCEL 6:

16-240-07 = 160 ac
In Township 21 North, Range 15 East, Section 23; the East half of the Southeast quarter, the Southwest quarter of the Southeast quarter; the Southeast quarter of the Southwest quarter.

PARCEL 7:

16-240-07 = 240 ac
In Township 21 North, Range 15 East, Section 24; the West half of the Southeast quarter; the Southwest quarter.

PARCEL 8:

16-240-07 = 240 ac
In Township 21 North, Range 15 East, Section 26; the East half of the Northwest quarter; the Northeast quarter; (the Southeast quarter.)
16-060-18 = 160 ac

gj

Total 2,400 ac

WESTERN TITLE INSURANCE COMPANY

SAN FRANCISCO, CALIFORNIA

POLICY OF TITLE INSURANCE

ISSUED THROUGH THE OFFICE OF

WESTERN TITLE INSURANCE COMPANY

GRASS VALLEY, CALIFORNIA

MEMBER

CALIFORNIA LAND TITLE ASSOCIATION

OWNERS NAME / ADDRESS MAIL(*)-SITUS(#)-SAME(=)	RECORDERS NO. -DATE	USE	TRA	PARCEL NO.	LAND	IMPRVMNTS OTHER/ASMTS	EXEMPTIONS	ASSMT NET
MCKEE ROBERT B ETAL 590 GREENSTONE, RENO NV 89501 LOT 4 LOYALTON PINES SUBDIVISION	0075131 * 1977		52-027	16 230 004	4421			4421
BROOKS MICHAEL & DONNA JT 25072 GREENBAY DRIVE, EL TORO CA 92630 LOT 5 LOYALTON PINES SUBDIVISION	0081378 * 1979		52-027	16 230 005	4542			4542
ANDREWS C PAUL & SHARON L JT 7222 WYOMING ST, WESTMINSTER CA 92683 LOT 6 LOYALTON PINES SUBDIVISION	0079210 * 1978		52-016	16 230 006	4335			4335
ANDREWS C PAUL & SHARON L JT 7222 WYOMING ST, WESTMINSTER CA 92683	0079210 * 1978		52-027	16 230 007	92			92
WALLEN JERRY W & JEANETTE JT 3535 HAWK ST, CARSON CITY NV 89701 LOT 7 LOYALTON PINES SUBDIVISION	0079226 * 1978		52-016	16 230 008	4335			4335
WALLEN JERRY W & JEANNETTE JT 3535 HAWK ST, CARSON CITY NV 89701	0079226 * 1978		52-027	16 230 009	30			30
PREUSS HANS J & JULIE A JT 3558 CEDAR FLAT CT, SAN JOSE CA 95127 LOT 8 LOYALTON PINES SUBDIVISION	0080616 * 1979		52-016	16 230 010	6375			6375
PREUSS HANS J & JULIE ANN JT 1673 GRIZILO DR, SAN JOSE CA 95124	0080616 * 1979		52-027	16 230 011	10			10
ANDERSON GREGORY & ANDERSON TIMOTHY JT 3061 10TH AVE, SACRAMENTO CA 95817 LOT 9 LOYALTON PINES SUBDIVISION	0077609 * 1978		52-016	16 230 012	4681			4681
WARREN RAY M & BARBARA JT 1716 8TH, OLIVEHURST CA 95961 LOT 10 LOYALTON PINES SUBDIVISION	0074586 * 1977		52-016	16 230 013	4681	743		5424
VULLO ANTHONY & MARY JT 7954 MCLAREN AVE, CANOGA PARK CALIF 91304 LOT 11 LOYALTON PINES SUBDIVISION	0071467 * 1976		52-016	16 230 014	4681			4681
HAGGARD ROBERT C MD & MARY H JT 9-A NEALY AVE, LANGLEY AFB VA 23665 LOT 12 LOYALTON PINES SUBDIVISION	0074103 * 1977		52-016	16 230 015	4941			4941
DAHL ALBIN J 1535 CALIFORNIA AVE, RENO NV 89509 LOT 13 LOYALTON PINES SUBDIVISION	0076325 * 1977		52-016	16 230 016	4421			4421
CARROLL ARTHUR M & BEVERLY J JT P O BOX 468, LOYALTON CA 96118 LOT 14 LOYALTON PINES SUBDIVISION	0079123 * 1978		52-016	16 230 017	4590			4590
LAMBERT MARK A & EVELYN L JT ETAL P O BOX 326, LOYALTON CA 96118 LOT 15 LOYALTON PINES SUBDIVISION	0079047 * 1978		52-016	16 230 018	4335			4335
PECORINO MICHAEL A & KAREN E JT 3465 ZION LN, RENO NV 89503 LOT 16 LOYALTON PINES SUBDIVISION	0076185 * 1977		52-016	16 230 019	3121			3121

Antelope Valley WA

MICROFICHE PUBLISHERS, INC.
P O BOX 2840, NAPA, CALIFORNIA 94558
PLANT LOCATION 2603 LAUREL ST - (707) 255-6212
TOLL FREE (800) 358-8250 • CALIFORNIA (800) 862-4900

OWNERS NAME / ADDRESS MAIL(*)-SITUS(#)-SAME(=)	RECORDERS NO. -DATE	USE	TRA	PARCEL NO.	LAND	IMPRVMNTS OTHER/ASMTS	EXEMPTIONS	ASSMT NET
CARROLL ARTHUR M & BEVERLY J JT P O BOX 468, LOYALTON CA 96118 LOT 17 LOYALTON PINES SUBDIVISION	0078092 * 1978		52-016	16 230 020	4335			4335
PECORINO MICHAEL A & KAREN E JT 3465 ZION LN, RENO NV 89503 LOT 18 LOYALTON PINES SUBDIVISION	0076185 * 1977		52-016	16 230 021	3121			3121
HAGGARD ROBERT C ETAL P O BOX 276, LOYALTON CALIF 96118 LOT 19 LOYALTON PINES SUBDIVISION	0071447 * 1976		52-016	16 230 022	5722			5722
TIZZARD THOMAS W & RENA D JT 1863 CAMINO ESTRADA, CONCORD CA 94521 LOT 20 LOYALTON PINES SUBDIVISION	0075419 * 1977		52-016	16 230 023	3121			3121
OVERMAN ROBERT E JR & NANCY 3831 LARIAT DR, SHINGLE SPRINGS CA 95682	0071663 * 1977		52-027	16 240 001	12733			12733
USFS NO MAILING ADDRESS FOR THIS OWNER	0080557 * 1979		52-027	16 240 002				
USA NO MAILING ADDRESS FOR THIS OWNER	0080557 * 1979		52-017	16 240 003				
SCETTRINI IDA M SCETTRINI J C, 1207 MARSHALL ST, TURLOCK CA 95380	*		52-017	16 240 004	3755			3755
USA NO MAILING ADDRESS FOR THIS OWNER	0080557 * 1979		52-017	16 240 005				
FORD WL & MABEL ETAL 1678 ORDWAY AVE, RENO NEVADA 89502	0067040 * 1975		52-017	16 240 006	4421			4421
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0080557 * 1979		52-017	16 240 007	24137			24137
GRANDI LEO & BETTY F LOYALTON CALIF 96118	0032219 * 1962		01-001	17 011 001	218			218
CITY OF LOYALTON NO MAILING ADDRESS FOR THIS OWNER	*		01-001	17 011 002				
WINCHELL ROBERT J & IRENE E JT BOX 335, LOYALTON CA 96118	0078287 * 1978		01-001	17 011 003	1275	8415		9690
GRANDI LEO & BETTY F	0032219 * 1962		01-001	17 011 006	72			72

GRANDI JOSEPH ETUX P O BOX 391, LOYALTON CA 96118	*		52-016	16 040 075	6097	516		
GRANDI JOSEPH ETUX P O BOX 391, LOYALTON CA 96118	*		52-013	16 040 076	176			176
GRANDI JOSEPH ETUX P O BOX 391, LOYALTON CA 96118	*		52-017	16 040 077	4630	10654 1162PP	1750HO	14696
GRANDI JOSEPH ETUX P O BOX 391, LOYALTON CA 96118	*		52-017	16 040 078	7209			7209
LYNCH GWENDOLYN P O BOX 556, LOYALTON CA 96118	*	0079193	52-017	16 040 079	25500	1185333 2500PP		1213333
AIELLO FRANK & BEVERLY R P O BOX 4101, WOODSIDE CA 94062	*	1978 0084589	52-017	16 040 080	25000	12500 2500PP		40000
RAMOS IRENE C P O BOX 297, DAVIS CA 95616	*	1979 0084579	52-017	16 040 081	581	1275	3500HO	1644
HOLDEN LEROY ETAL P O BOX 602, LOYALTON CA 96118	*	1979	52-027	16 050 001				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 002				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 003	3307			3307
ISLE RAYMOND W 1706 CLAY ST, PORT TOWNSEND WA 98368	*		52-027	16 050 004				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 005				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 006				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 008				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 009				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 010	1653			1653
VANETTI ALICE STAR ROUTE, LOYALTON CA 96118	*		52-027	16 050 011				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 012				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 013				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 050 014				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*							

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1980-81 ASSESSMENT ROLL COUNTY OF SIERRA

MP OWNERS NAME ADDRESS MAIL(*)-SITUS(#)-SAME(=)	RECORDERS NO. -DATE	USE	TRA	PARCEL NO.	LAND	IMPRVMNTS OTHER/ASMTS	EXEMPTIONS	ASSMT NET
NEVIS INDUSTRIES INC 3199 EAST ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 050 015	18102			18102
NEVIS INDUSTRIES INC 3199 EAST ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 050 016	7542			7542
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 050 017	1508	40 ac		1508
CASANOVA PHILIP & SANDRA FAY JT ETAL 5030 AMETHYST CT, SAN JOSE CA 95136	0154145 * 1971		52-027	16 050 021	2205			2205
VAN SANT FRED W P O BOX 314, WEIMAR CA 95736	0054145 * 1971		52-027	16 050 022	1948			1948
PEARSON LLOYD & JOAN JT ET AL 614 W JULIAN, SAN JOSE CA 95126	0057483 * 1973		52-027	16 050 023	2205			2205
PEARSON LLOYD & JOAN JT ET AL 614 W JULIAN, SAN JOSE CA 95126	0057275 * 1973		52-027	16 050 024	2757			2757
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991 200AC=16-050-16 120AC=16-050-15 280AC=16-060	0080557 * 1979		52-027	16 050 025 -> 26 part 320.	22628			22628
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 060 001				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-017	16 060 003				
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-017	16 060 004	15085			15085
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-017	16 060 005				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 060 006				
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 060 007	18102			18102
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-027	16 060 008				
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-017	16 060 009	24137			24137
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-017	16 060 010	24137			24137
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 060 012	18102			18102
KRUMWIEDE EDWARD & C JT ET AL 12391 RADOYKA DR, SARATOGA CA 95070	0064063 * 1975		52-027	16 060 013	550			550
KRUMWIEDE EDWARD P & CHARLOTTE A JT 12391 RADAYKA DRIVE, SARATOGA CA 95070	0064063 * 1975		52-027	16 060 013 01	3037			3037
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0076273 * 1977		52-027	16 060 014	4525			4525
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991 160AC 16-060-04 320AC 16-060-09	0080557 * 1979		52-017	16 060 015	18102			18102
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991 160 AC OF 16-060-07	0080557 * 1979		52-027	16 060 016	6034			6034
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	0080557 * 1979		52-027	16 060 017 -> 21	24137			24137
LUCKY HEREFORD RANCH P O BOX C-19560, IRVINE CA 92713	0081415 * 1979		52-013	16 070 001	11678			11678
EASTWOOD MINERALS & ENERGY CO PROPERTY TAX DEPT, P O BOX 868, HOUSTON TEXAS 77001	0062030 * 1974		52-013	16 070 001 01	600			600

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OWNERS NAME ADDRESS MAIL(*)-SITUS(#)-SAME(=)	RECORDERS NO. -DATE	USE	TRA	PARCEL NO.	LAND	IMPRVMNTS OTHER/ASMTS	EXEMPTIONS	ASSMT NET
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 002				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 003				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 004				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 005				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 006				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 007				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 110 008				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 001				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 004				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 005				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 006				
.U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 120 007				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 008				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 009				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-019	18 120 010				
.U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 120 011				
U S A NO MAILING ADDRESS FOR THIS OWNER	*	0047450 1968	52-029	18 120 013				
CLARK VIRGIE & YOST MERRILL ERMA A YOST ERMA, 13333 WHITE ROCK RD, RANCHO CORDOVA CA 95670	*	0064607 1975	52-029	18 120 014	170			170
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 130 001				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 130 002				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 130 003				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-017	18 130 005				
U S F S NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 130 006				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-029	18 130 007				
WADE HERBERT B & MAXINE JT 2520 DYER WAY, RENO NEVADA 89502	*	0047480 1968	52-017	18 130 008				
LAMBERT LELAND F & EMYLINE MAY JT 1450 S MARSH AVE, RENO NEVADA 89502	*	0047482 1968	52-017	18 130 012	5406	499 270PP		6175
LAMBERT LELAND F & EMYLINE MAY JT 1450 S MARSH AVE, RENO NEVADA 89502	*	0047482 1968	52-017	18 130 013	5514			5514
LUDLOW JAMES A & LYNN M JT P O BOX 5943, RENO NEVADA 89503	*	0079104 1978	52-017	18 130 014	5514			5514
			52-017	18 130 015	5514	382		5896

Antelope Valley WA

MICROFICHE PUBLISHERS, INC.
P O BOX 2840 NAPA CALIFORNIA 94558
PLANT LOCATION 2603 LAUREL ST (707) 255 6212
TOLL FREE (800) 358 8250 • CALIFORNIA (800) 862 4900

OWNERS NAME ADDRESS MAIL(*)-SITUS(#)-SAME(=)	RECORDERS NO. -DATE	USE	TRA	PARCEL NO.	LAND	IMPRVMNTS OTHER/ASMTS	EXEMPTIONS	ASSMT NET
LUDLOW JAMES A NO MAILING ADDRESS FOR THIS OWNER	*		52-012	18 130 016	5514			5514
MEYER ROBERT L & GLORIA O JT 1040 SKYLINE BLVD, RENO NEVADA 89502	*	0047488 1968	52-017	18 130 017	5514			5514
PACHECO CHARLES C & RITA E JT 2000 STARDUST ST, RENO NV 89503	*	0047489 1968	52-017	18 130 018	5514			5514
NENZEL H A & JOAN L JT 1230 FAIRFIELD AVE, RENO NEVADA 89502	*	0047490 1968	52-017	18 130 019	5514			5514
WHITE STANLEY G ETAL WHITE STANLEY, 1832 N NEVADA ST, CARSON CITY NV 89701	*	0075595 1977	52-017	18 130 021	2215			2215
KOSTAKIS DENO W ETAL 1001 CAMELIA AVE, ROSEVILLE CA 95678	*	0068085 1976	52-017	18 130 022	2111			2111
BAIDA JOHN 1930 STEWART ST #D-3, SANTA MONICA CA 90404	*	0075203 1977	52-017	18 130 023	2215			2215
CROSSLEY GERALD W & LA RITA A JT 796 GLEN MOLLY DR, SPARKS NEVADA 89431	*	0054154 1971	52-017	18 130 024	1653			1653
USFS NO MAILING ADDRESS FOR THIS OWNER	*	0080557 1979	52-027	18 140 001				
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	*	0080557 1979	52-027	18 140 002	13577	360 ac		13577
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CALIF 95991	*		52-017	18 140 003	12068			12068
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	*	0080557 1979	52-019	18 140 004	10560	280 ac		10560
USA NO MAILING ADDRESS FOR THIS OWNER	*	0080557 1979	52-019	18 140 005				
USA NO MAILING ADDRESS FOR THIS OWNER	*	0080557 1979	52-019	18 140 006				
USFS NO MAILING ADDRESS FOR THIS OWNER	*	0080557 1979	52-019	18 140 007				
NEVIS INDUSTRIES INC 3199 E ONSTOTT RD, YUBA CITY CA 95991	*	0080557 1979	52-019	18 140 008	12068			12068
USFS NO MAILING ADDRESS FOR THIS OWNER	*	0080557 1979	52-019	18 140 009				
U S A NO MAILING ADDRESS FOR THIS OWNER	*		52-019	19 010 001				
			52-019	19 010 002				

PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
016 050 002 8	52019	FERGUSON, BO. ETAL HWY C BOX 4 #12, LOYALTON CA 96118-9702, 702 HARDING PT CATTLE ALLOTMENT			1,914 LND
016 050 003	52027	ISLE, RAYMOND W 1534 JEFFERSON ST., PORT TOWNSEND WA T21 R15 S30 S 1/2 OF SE 1/4	98368		15,959 LND
016 050 004	52027	U S A NO MAILING ADDR FOR THIS OWNER T21 R15 S29			LND
016 050 005	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S29 30			LND
016 050 006	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S28 NW1/4 NW1/4			LND
016 050 008	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S28			LND
016 050 009	52027	U S A NO MAILING ADDR FOR THIS OWNER T21 R15 S31 W1/2			LND
016 050 010	52027	FERGUSON, BOB E JR JT FERGUSON, JENNIFER JT P O BOX 943, LOYALTON CA T21 R15 S31 NE 1/4 OF NE 1/4	96118	114-030	1,641 LND
016 050 011	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S31			LND
016 050 012	52027	U S A NO MAILING ADDR FOR THIS OWNER T21 R15 S28 32 33			LND
016 050 013	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S32			LND
016 050 017	52027	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S28 NE 1/2 NW 1/4	95814	88-681	LND
016 050 021	52027	CASANOVA, PHILIP ET AL 5030 AMETHYST CT, SAN JOSE CA T21 R15 S28 NE 1/4 SW 1/4	95136	1225-197	51,000 LND
016 050 022	52027	VAN SANT, FRED W P O BOX 980, COLFAX CA T21 R15 S28 NW 1/4 SW 1/4	95713	54-145	9,396 LND
016 050 023	52027	PEARSON, LLOYD E ETAL P O BOX 785, GROVELAND CA T21 R15 S28 SW 1/4 NW 1/4	95321	57-483	10,640 LND

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PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
016 050 024	52027	PEARSON, LLOYD E ETAL P O BOX 785, GROVELAND CA T21 R15 S28 SE 1/4 NW 1/4	95321	57-275	13,304 LND
016 050 026	52027	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S28 33	95814	88-681	LND
016 060 001	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S27 S1/2 NW1/4			LND
016 060 003	52017	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S26			LND
016 060 005	52034	U S A NO MAILING ADDR FOR THIS OWNER T21 R15 S25 ALL			LND
016 060 006	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S34			LND
016 060 008	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S34 E1/2 SE1/4			LND
016 060 010	52034	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S36 ALL	95814	87-655	LND
016 060 013	52027	TENNECO MINERALS CO P O BOX 281300, LAKEWOOD CO T21 R15 S27 NW 1/4 SW 1/4 S/R	80228	1230-888	51,415 LND
016 060 013 3	52027	HOGSTROM, RAYMOND W ETAL C/O TENNECO MINERALS CO, P O BOX 281300, LAKEWOO T21 R15 S27 NW 1/4 SW 1/4 M/R	80228	1230-884	892,897 LND
016 060 018	52034	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S26 SE1/4	95814	88-681	LND
016 060 019	52034	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S35 ALL	95814	87-655	LND
016 060 020	52027	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S34	95814	87-655	LND
016 060 021	52027	CALIFORNIA FISH GAME WILDLIFE CONSERVATION BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S22 27	95814	88-681	LND
016 070 004	52013	FEATHER RIVER RANCH PARTNRSHP C/O LUSK COMPANY THE, P O BOX C 19560, IRVINE CA 92713		1230-190	75,313 LND

	52016	101 FIRST ST, LOS ALTOS CA LOT 7 LYTON PINES R/S 5/18-20			40,647 NET
016 230 009	52027	BROWNE, MIKE JT TAGUE TONI JT 101 FIRST ST, LOS / CA T21 R15 S15 R/S 5,19,20	94022	1201-197	449 LND
016 230 010	52016	PREUSS, HANS J SS 3605 WESTVIEW DR, SAN JOSE CA LOT 8 LYTON PINES R/S 5/18-20	95148	111-431	30,781 LND 85,680 IMP 116,461 NET
016 230 011	52027	PREUSS, HANS J SS 3605 WESTVIEW DR, SAN JOSE CA T21 R15 S15 R/S 5/18,19 20	95148	111-431	40 LND
016 230 012	52016	ANDERSON, GREGORY LEE JT ANDERSON, TIMOTHY J JT 3061 10TH AVE, SACRAMENTO CA LOT 9 LYTON PINES R/S 5/18-20	95817	77-609	22,593 LND
016 230 013	52016	WARREN, RAY M BARBARA JT 1716 8TH AVE, OLIVEHURST CA LOT10 LYTON PINES R/S 5/18-20	95961 PHN-(916) 742-3997	74-586	22,593 LND 116,560 IMP 139,153 NET
016 230 014	52016	VULLO, ANTHONY MARY JT 632 FAIRVIEW DR., WOODLAND CA LOT11 LYTON PINES R/S 5/18-20	95695	71-467	22,593 LND
016 230 015	52016	HAGGARD, ROBERT C MD JT HAGGARD, MARY H JT 6412 MONTEVERDE CT, CITRUS HEIGHTS CA LOT12 LYTON PINES R/S 5/18-20	95621	74-103	23,848 LND
016 230 016	52016	DAHL, ALBIN J 1535 CALIFORNIA AVE, RENO NV LOT13 LYTON PINES R/S 5/18-20	89509	76-325	21,339 LND
016 230 017	52016	CARROLL, ARTHUR M JT CARROLL, BEVERLY J JT P O BOX 468, LOYALTON CA LOT14 LYTON PINES R/S 5/18-20	96118	79-123	22,152 LND
016 230 018	52016	LAMBERT, ALEXANDER SS ETAL 3405 TIFFANI PLACE, HIGHLAND CA LOT15 LYTON PINES R/S 5/18-20	92346	118-644	29,183 LND

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PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
016 230 019	52016	SWACKHAMMER, CHARLES L JT SWACKHAMMER, BECKY G JT P O BOX 895, VERDI NV LOT16 LYTON PINES R/S 5/18-20	89439	94-535	40,022 LND
016 230 020	52016	CARROLL, ARTHUR M JT CARROLL, BEVERLY J JT P O BOX 468, LOYALTON CA LOT 17 LOYALTON PINES SUBDIV	96118	78-092	20,925 LND 279,697 IMP 7,000-HO 293,622 NET
016 230 021	52016	PECORINO, MICHAEL A JT PECORINO, KAREN E JT 1401 O'FARRELL, RENO NV LOT18 LYTON PINES R/S 5/18-20	89503	76-185	15,061 LND
016 230 022	52016	GUNTER, DEWEY D JT GUNTER, OMIE L JT P O BOX 773, LOYALTON CA LOT 19 LOYALTON PINES	96118	103-081	40,517 LND 58,226 IMP 7,000-HO 91,743 NET
016 230 023	52016	JAMES, DAVID IAN ANTHONY 1538 LAKE STREET, SAN FRANCISCO CA LOT20 LYTON PINES R/S 5/18-20	94118	102-593	37,806 LND
016 240 001	52027	OVERMAN FAMILY TRUST C/O OVERMAN, NANCY TRUSTEE, 3831 LARIAT DR, CAMERON PARK CA T21 R15 S22	95682	1220-147	61,468 LND
016 240 002	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R14 S22		80-557	LND
016 240 002 8	52027	BALDERSTON, FREDERICK BALDERSTON, JUDITH 641 ALVARADO RD, BERKELEY CA UPPER ANTELOPE CATTLE ALLOT	94705		4,403 LND
016 240 003	52034	U S A NO MAILING ADDR FOR THIS OWNER T21 R14 S23		80-557	LND
016 240 004	52034	SCETTRINI, IDA M EST OF C/O BOUCHER, ERNESTINE, 2505 EMERALD WAY, TURLOC T21 R15 S23	95380		18,124 LND
016 240 005	52034	U S A NO MAILING ADDR FOR THIS OWNER T21 R15 S23 24		80-557	LND
016 240 006	52017	PETERS, LEWIS R ANNA V JT 609 BUNKER HILL, CARSON CITY NV T21 R15 S24	89701	89-010	94,667 LND
016 240 007	52034	CALIFORNIA FISH GAME C/O WILDLIFE CONSERVATION BD, 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S23,24 26	95814	88-681	LND
016 250 701	52017	NO OWNER ON FILE NO MAILING ADDR FOR THIS OWNER SP 1 16-040-80 SMITHNECK VLG			LND

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PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
016 250 702	52017	NO OWNER ON FILE NO MAILING ADDR FOR THIS OWNER			LND

T20 R16 S26

018 130 003	52029	U S F S NO MAILING A[illegible] OR THIS OWNER T20 R16		LND
018 130 003 8	52017	GRANDI, JEPOME P O BOX 320, LOYALTON CA SMITHWICK CATTLE ALLOTMENT	96118	7,406 LND

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PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
018 130 005	52017	U S F S NO MAILING ADDR FOR THIS OWNER T20 R16 S25			LND
018 130 006	52029	U S F S NO MAILING ADDR FOR THIS OWNER T20 R16 S34 ALL			LND
018 130 007	52029	U S F S NO MAILING ADDR FOR THIS OWNER T20 R16 S35 ALL			LND
018 130 008	52017	U S A NO MAILING ADDR FOR THIS OWNER T20 R16 S36 ALL			LND
018 130 012	52017	WADE, HERBERT B JT WADE, MAXINE JT 2520 DYER WAY, RENO NV T20 R16 S25 W1/2 SE1/4 NW1/4	89502	47-480	26,095 LND 2,400 IMP 28,495 NET
018 130 013	52017	LAMBERT, EMYLINE MAY 1450 S MARSH AVE, RENO NV T20 R16 S25 E1/2 SE 1/4 NW1/4	89509	96-618	26,615 LND
018 130 014	52017	LAMBERT, EMYLINE MAY 1450 S MARSH AVE, RENO NV T20 R16 S25 S1/2 SW1/4 NE1/4	89509	96-618	26,615 LND
018 130 015	52017	LUDLOW, JAMES A JT LUDLOW, LYNN M JT P O BOX 5943, RENO NV T20 R16 S25 N1/2 SW1/4 NE1/4	89503	79-104	26,615 LND 1,837 IMP 28,452 NET
018 130 017	52017	MEYER, ROBERT L JT MEYER, GLORIA O JT 1040 SKYLINE BLVD, RENO NV T20 R16 S25 E1/2 NE1/4 NE1/4	89502	47-488	26,615 LND
018 130 018	52017	PACHECO, CHARLES C JT PACHECO, RITA E JT 194 POPPY LANE, RENO NV T20 R 16 S25 S1/2 NW1/4 SE1/4	89512	47-489	26,615 LND
018 130 019	52017	PAYEN, LOUIS J JT PAYEN, ERNESTINE JT ETAL 175 SUNROCK DRIVE, FOLSOM CA T20 R16 S25 N1/2 NW1/4 SE1/4	95630	1226-006	49,683 LND
018 130 021	52017	HUFFMAN FAMILY TRUST C/O HUFFMAN, HARVEY SERENA, HWY 2 BOX 6275, SANDPOINT ID T20 R16 S25	83864	1203-915	12,737 LND
018 130 022	52017	KOSTAKIS, DENO W ETAL 1001 CAMELIA AVE, ROSEVILLE CA T20 R16 S25	95678	68-085	10,186 LND 38,691 IMP 48,877 NET
018 130 023	52017	BAIDA, JOHN 1930 STEWART ST #D-3, SANTA MONICA CA T20 R16 S25	90404	75-203	10,688 LND
018 130 024	52017	CROSSLEY, GERALD W JT CROSSLEY, LA-RITA A JT P O BOX 4263, SPARKS NV 89432-4263, 3 T20 R16 S25		54-154	7,975 LND

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PARCEL NO.	TRA	OWNER ADDRESS PROPERTY DESCRIPTION	ZIP	DOCUMENT NUMBER	ASSESSED VALUES
018 140 001	52027	U S F S NO MAILING ADDR FOR THIS OWNER T21 R15 S33 SW1/4 NE1/4		80-557	LND
018 140 002	52027	CALIFORNIA FISH GAME C/O WILDLIFE CONSERVATION BD, 1416 NINTH ST RM 1206-22, SACRAMENTO CA T21 R15 S33	95814	88-681	LND
018 140 004	52019	CALIFORNIA FISH GAME C/O WILDLIFE CONSERVATION BD, 1416 NINTH ST RM 1206-22, SACRAMENTO CA T20 R15 S04	95814	88-681	LND
018 140 005	52019	U S A NO MAILING ADDR FOR THIS OWNER T20 R15 S03 ALL		80-557	LND
018 140 006	52019	U S A NO MAILING ADDR FOR THIS OWNER T20 R15 S02 W1/2 W1/2		80-557	LND
018 140 007	52019	U S F S NO MAILING ADDR FOR THIS OWNER T20 R15 S02		80-557	LND
018 140 007 8	52027	BALDERSTON, FREDERICK BALDERSTON, JUDITH 641 ALVARADO RD, BERKELEY CA LOWER ANTELOPE CATTLE ALLOT	94705		3,955 LND
018 140 008	52019	CALIFORNIA FISH GAME WILDLIFE CONSERV BD 1416 NINTH ST RM 1206-22, SACRAMENTO CA T20 R15 S02	95814	87-655	LND
018 140 009	52019	U S F S NO MAILING ADDR FOR THIS OWNER T20 R15 S04 SW1/4 SE1/4		80-557	LND

13) Situs: , CA

APN:	016-050-013-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #:		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	U S F S			Stories:
				Pool:
Mail:				

14) Situs: , CA

* APN:	016-050-017-0	Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 88-681		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

Antelope Valley WA

15) Situs: UNDEVELOPED , LOYALTON CA

APN:	016-050-021-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 1320-198		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
				Pool:
Mail:	801 K ST SUITE 806; SACRAMENTO CA 95814-3518 C012 C/O %WILDLIFE CONSERVAT			

16) Situs: UNDEVELOPED , LOYALTON CA

APN:	016-050-022-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 1320-41		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
				Pool:
Mail:	801 K ST SUITE 806; SACRAMENTO CA 95814-3518 C012 C/O %WILDLIFE CONSERVAT			

17) Situs: UNDEVELOPED , LOYALTON CA

APN:	016-050-023-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #:	1320-173	Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
				Pool:
Mail:	801 K ST SUITE 806; SACRAMENTO CA 95814-3518 C012 C/O %WILDLIFE CONSERVAT			

Antelope Valley WA

18) Situs: UNDEVELOPED , LOYALTON CA

APN:	016-050-024-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #:	1320-173	Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
				Pool:
Mail:	801 K ST SUITE 806; SACRAMENTO CA 95814-3518 C012 C/O %WILDLIFE CONSERVAT			

19) Situs: , CA

* APN:	016-050-026-0	Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #:	88-681	Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

9) Situs: , CA

APN:	016-060-018-0	Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 88-681		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

10) Situs: , CA

APN:	016-060-019-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 87-655		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

Antelope Valley WA

11) Situs: , CA

APN:	016-060-020-0	Rec Date:		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 87-655		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

12) Situs: , CA

APN:	016-060-021-0	Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA	Sale Price:		Imprv Value:
Use:		Document #: 88-681		Land Value:
Zoning:		1st TD Amt:		Lot Size:
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:		Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME			Stories:
	WILDLIFE CONSERVATION BD			Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE			

9)	Situs: , CA				
* APN:	016-240-007-0	Rec Date: 10/30/80		Total Value:	
County:	SIERRA, CA	Sale Price:		Imprv Value:	
Use:		Document #: 88-681		Land Value:	
Zoning:		1st TD Amt:		Lot Size:	
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:	
Phone:		Full Baths:	Half:	Yr Built/Eff:	
Owners:	CALIFORNIA FISH & GAME			Stories:	
				Pool:	
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE				

Antelope Valley WA

10)	Situs: , CA				
APN:	016-240-007-8	Rec Date:		Total Value:	$2,805
County:	SIERRA, CA	Sale Price:		Imprv Value:	
Use:		Document #:		Land Value:	$2,805
Zoning:		1st TD Amt:		Lot Size:	
Map Pg:	New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:	
Phone:	530/257-5203	Full Baths:	Half:	Yr Built/Eff:	
Owners:	MORAN CURTIS			Stories:	
	DUFFY THOMAS			Pool:	
Mail:	702-100 JOHNSTONVILLE RD; SUSANVILLE CA 96130-9705 H004				

1) Situs: , CA

APN:	018-140-001-0		Rec Date:		Total Value:
County:	SIERRA, CA		Sale Price:		Imprv Value:
Use:			Document #:	80-557	Land Value:
Zoning:			1st TD Amt:		Lot Size:
Map Pg:		New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:			Full Baths:	Half:	Yr Built/Eff:
Owners:	U S F S				Stories:
					Pool:
Mail:					

2) Situs: , CA

* APN:	018-140-002-0		Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA		Sale Price:		Imprv Value:
Use:			Document #:	88-681	Land Value:
Zoning:			1st TD Amt:		Lot Size:
Map Pg:		New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:			Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME				Stories:
					Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE				

Antelope Valley WA

3) Situs: , CA

* APN:	018-140-004-0		Rec Date: 10/30/80		Total Value:
County:	SIERRA, CA		Sale Price:		Imprv Value:
Use:			Document #:	88-681	Land Value:
Zoning:			1st TD Amt:		Lot Size:
Map Pg:		New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:			Full Baths:	Half:	Yr Built/Eff:
Owners:	CALIFORNIA FISH & GAME				Stories:
					Pool:
Mail:	1416 9TH ST #1206-22; SACRAMENTO CA 95814-5511 C091 C/O %WILDLIFE CONSE				

4) Situs: , CA

APN:	018-140-005-0		Rec Date:		Total Value:
County:	SIERRA, CA		Sale Price:		Imprv Value:
Use:			Document #:	80-557	Land Value:
Zoning:			1st TD Amt:		Lot Size:
Map Pg:		New Pg:	Rooms:	Bedrms:	Bldg/Liv Area:
Phone:			Full Baths:	Half:	Yr Built/Eff:
Owners:	U S A				Stories:
					Pool:
Mail:					

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Department of Fish and Game
Property Inventory Form

Property #: **00216** Parcel History #: **821350**

Property Name: ANTELOPE VALLEY WA Region: 2
Property AKA: MA Code: SFGWAANTE1 Area Class: WA
County: 46 SIERRA Multiple Counties: No Other Counties:
Property Purpose: 15 DEER WINTER RANGE Summary Purpose: 09 DEER HABITAT
Management Plan: Yes Plan Date: 10/1/1992 Type of Plan: DRAFT
Location of Property: 4 MILES SOUTHWEST OF LOYALTON

Grantor: FERGUSON, BOB E. SR, ET AL Transaction Date: 9/30/1993
Manner Acquired: 0100 GRTD Title Insurance: Yes Control #: 46A WA 940527 40000
[1] State Fund: 262 HCF-P117 [2] State Fund: Multiple State Fund: No
[1] Federal Fund: [2] Federal Fund: O and M Fund:
Parcel Name: MERRY-GO-ROUND UNIT
WCB Project Name:
Parcel Location: 6 MILES NE OF SIERRAVILLE, SOUTH (EAST) SIDE OF HWY 49
Parcel Access: HWY 49, 4 MILES WEST OF LOYALTON
Topographic (Quad) Name: ANTELOPE VALLEY
Topographic Map: Yes Orthophoto Map: No Access Map (Arcview): No SNA: No SNA #:
Acquisition Proposal: Yes Mitigation: No Permit Type:
[1] HCPB Mitigation #: [2] HCPB Mitigation #: [3] HCPB Mitigation #:
[1] PCA #: [2] PCA #: [3] PCA #: NCCP: No
[1] Purpose: 15 DEER WINTER RANGE [2] Purpose:
Summary Purpose: 09 DEER HABITAT Date Digitized: 7/28/1994 Title 14 Desig. Date: 8/29/1980
Property Mgmnt: DFG-2 Mgmnt Agrmnt Effective Date: Lease Effective Date:
Mgmnt Agrmnt Expiration Date: Lease Expiration Date: Term: In-Lieu Fee Date: 5/27/1994
Handicap Access: No Water Rights: Mineral Rights: Y Timber Rights: N
Easements: ELECTRIC & PHONE LINES, ROAD, ANY EASEMENTS FOR DIVERTING, STORING WATER PER COURT DECREE JAN. 1940

Improvements:

Comments: WINTER RANGE FOR LOYALTON-TRUCKEE DEER HERD. GRANTOR RETAINED RESIDENCE, OUTBUILDINGS, STORAGE TANK & RESERVOIR. ACQUISITION COSTS ABOUT$10,000

State Land Cost:	$439,110.00	WCB Improvement Cost:	Federal Cost:	
Acquisition Cost:		Donation/Mitigation Value:	Other Cost:	
State Improvement Cost:		City/County Cost:	In-Lieu Fees:	$749.02
Total State Cost:	$439,110.00	Taxes:		

County: 46 SIERRA City Code: TR #: 93-154A
Recorded Date: 5/27/1994 Book: 127 Page: 1822 Document #: 116737
Comments: 915.71 ACRES/ AP MAPS, 975.80/ WCB.

Parcel Characteristic: 1000 Original Acreage: 975.80 Current Acreage: 975.80

Department of Fish and Game
Property Inventory Form

Property #: **00216**

Parcel History #: **821350**

APN: 00012-0130-0023	Meridian: MDBM	Township: 21N	Range: 14E	Section: 13
APN: 00016-0030-0024	Meridian: MDBM	Township: 21N	Range: 15E	Section: 17
APN: 00016-0030-0025	Meridian: MDBM	Township: 21N	Range: 15E	Section: 18
APN: 00016-0030-0028	Meridian: MDBM	Township: 21N	Range: 15E	Section: 17
APN: 00016-0030-0028	Meridian: MDBM	Township: 21N	Range: 15E	Section: 18
APN: 00016-0030-0028	Meridian: MDBM	Township: 21N	Range: 15E	Section: 19
APN: 00016-0030-0030	Meridian: MDBM	Township: 21N	Range: 15E	Section: 19
APN: 00016-0030-0033	Meridian: MDBM	Township: 21N	Range: 15E	Section: 18
APN: 00016-0050-0010	Meridian: MDBM	Township: 21N	Range: 15E	Section: 31

Last Update: 7/17/2000

11673 116737

OFFICIAL RECORDS
RECORDING REQUESTED
Inter County Title Co.
94 MAY 27 PM 5:00
SIERRA COUNTY, CA
NAOMI ADAMS, RECORDER
VOL 127 PG 1822 N/C

WHEN RECORDED MAIL TO

State of California
WILDLIFE CONSERVATION BOARD
801 K Street, Suite 806
Sacramento, California 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Department of Fish and Game
Project: Wildlife Conservation Board
Parcel: Antelope Valley Wildlife Area Expansion #2, Sierra County Ferguson

APN's 16-05-23,24,25,26,27,28; 16-05-10

BOB E. FERGUSON, SR., AND VIRGINIA FERGUSON, husband and wife, as joint tenants, as to Parcel One, and BOB E. FERGUSON, JR., AND JENNIFER FERGUSON, husband and wife, as joint tenants, as to Parcels Two and Three, hereby GRANT to THE STATE OF CALIFORNIA, the following described real property in the County of Sierra, State of California:

Described on Exhibit "A" attached hereto
and thereby made a part hereof.

Dated: September 30, 1993

Subscribing Witness:

Bob E. Ferguson Sr.
BOB E. FERGUSON, SR.

Virginia Ferguson
VIRGINIA FERGUSON

Bob E. Ferguson Jr.
BOB E. FERGUSON, JR.

Jennifer Ferguson
JENNIFER FERGUSON

1822

GRANTOR(S)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature: _____
Notary Public
State of California

(Seal)

3/92 (Forms/Notary)

SUBSCRIBING WITNESS

STATE OF CALIFORNIA)
COUNTY OF Sacramento)

On November 15, 1993 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank G. Giordano personally known to me ~~(or proved to me on the oath of _____ who is personally known to me)~~ to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that he/~~she~~ was present and saw Bob E. Ferguson Sr. Virginia Ferguson, Bob E. Ferguson, Jr., Jennifer Ferguson, the same persons described in and whose names ~~is~~ are subscribed to the within and annexed instrument as party thereto, execute the same, and that said affiant subscribed ~~his/her~~ name to the within instrument as a witness at the request of the Fergusons.

WITNESS my hand and official seal.

Signature: Sandy Daniel
Notary Public
State of California

(Seal)

OFFICIAL SEAL
SANDY DANIEL
NOTARY PUBLIC CALIFORNIA
SACRAMENTO COUNTY
My Comm Expires Sept 23 1994

12/87 (Forms/Notary, Witness-Individual)

EXHIBIT "A"

DESCRIPTION

All that real property situated in the unincorporated area of the County of Sierra, State of California, more particularly described as follows:

PARCEL ONE:

All that real property situate in portions of Sections 13 and 24, Township 21 North, Range 14 East and portions of Sections 17, 18 and 19, Township 21 North, Range 15 East, M.D.M., County of Sierra, State of California, as shown on that certain map entitled "Record of Survey for the Alice M. Vanetti Trust" filed in Book 7 of Maps and Surveys, at Page 79, in the Office of Recorder of said County of Sierra and being more particularly described as follows:

BEGINNING at the Section Corner common to said Sections 13, 24 and Sections 14 and 23, Township 21 North, Range 14 East; thence Northerly along the West line of said Section 13, North 0° 28' 45" East, 1053.80 feet to a point on the Southeasterly bank of an existing irrigation canal as conveyed to D. H. Russell, et ux, by Grant Deed recorded in Volume 43, Page 359 in said office of Recorder of County of Sierra; thence Northeasterly along said bank, North 32° 08' 53" East, 312.93 feet to a point of intersection with the North line of the South half of the South half of Section 13; thence leaving said bank, Easterly along said North line of the South half of the South half of Section 13, South 89° 45' 26" East, 5081.77 feet to the West line of said Township 21 North, Range 15 East, (said West line being also the West line of said Section 18, Township 21 North, Range 15 East); thence Southerly along said West line of Township 21 North, Range 15 East, South 0° 12' 51" West, 311.02 feet to a point on the Westerly line of 100.00 foot wide highway right-of-way from which a radial line bears South 64° 48' 25" East; thence leaving said Westerly right-of-way line along said radial line South 64° 48' 25" East, 100.00 feet to the Easterly line of said 100.00 foot wide highway right-of-way; thence along said Easterly right-of-way Northeasterly, the following two (2) courses:

1) Along the arc of a 2450.00 foot radius curve to the right, consuming a central angle of 27° 01' 56", and an arc length of 1155.91 feet;
2) North 52° 13' 30" East, 1218.00 feet to a point of intersection with East-West centerline of said Section 18;

Thence leaving said Easterly right-of-way line Easterly, along said East-West centerline, South 89° 30' 53" East, 875.99 feet to the center corner of Section 18; thence Northerly along the North-South center line of Section 18, North 0° 13' 57" East, 182.56 feet to a point on the Southwesterly line of Parcel 1, as shown in Book 4 of Maps and Surveys, at Page 78, on file in said Office of Recorder, County of Sierra; thence along the lines of said Parcel 1, the following three courses:
(Continued)

1) South 48° 08' 48" East, 300.31 feet;
2) North 42° 19' 35" East, 1338.04 feet;
3) North 47° 40' 00" West, 660.00 feet to said Easterly line of a 100.00 foot wide highway right-of-way;

Thence leaving said Easterly right-of-way line North 47° 40' 00" West, 100.00 feet to the Westerly right-of-way line of said 100.00 foot wide highway right-of-way; thence Southwesterly along said Westerly right-of-way line the following (2) courses:

1) South 42° 20' 00" West, 820.00 feet;
2) Along the arc of a tangent 2950.00 foot radius curve to the right, consuming a central angle of 0° 13' 31", and an arc length of 11.60 feet to a point of intersection with said East-West centerline of Section 18;

Thence leaving said Easterly right-of-way line Northerly along the East-West centerline of Section 18, North 0° 13' 57" East, 1751.34 feet to the North one-quarter (N. 1/4) of Section 18; thence Easterly along the North line of Section 18, South 89° 49' 56" East, 2645.55 feet to the Section Corner common to said Sections 7, 8, 17, 18, Township 21 North, Range 15 East; thence Easterly along the North line of Section 17, South 89° 14' 29" East, 1331.155 feet to the Northeast corner of the West half of the West half of Section 17; thence leaving said North line, Southerly along the East line of said West half of the West half of Section 17, South 0° 23' 58" West, 3949.00 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of Section 17; thence Westerly along the North line of the Southwest quarter of the Southwest quarter of Section 17, North 89° 21' 36" West, 1329.80 feet to the West line of Section 17 (said point being also the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 17); thence Westerly along the North line of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 18, Township 21 North, Range 15 East, North 89° 20° 21" West, 658.86 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 18; thence Southerly along the West line of said Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, South 0° 20' 36" West, 657.62 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Westerly along the North line of the South half of the South half of the Southeast quarter of Section 18, North 89° 15' 05" West, 1707.14 feet to a point; thence leaving said North line of the South half of the South half of the Southeast quarter of Section 18, South 0° 13' 59" West, 655.01 feet to the South line of Section 18; thence Westerly along said south line of Section 18, North 89° 09' 48" West, 268.20 feet to the South one-quarter (S 1/4) corner of Section 18; thence continuing Westerly along the South line of Section 18, North 89° 09' 48" West, 1316.07 feet to the Northeast corner of the North half of the Northwest quarter of the Northwest quarter of said Section 19, Township 21 North, Range 15 East; thence Southerly

(Continued)

along the East line of said North half of the Northwest quarter of the Northwest quarter of Section 19, South 0° 04' 03" West, 654.02 feet to the Southeast corner of the North half of the Section 19; thence Westerly along the South line of the North half of the Northwest quarter of the Northwest quarter of Section 19, North 89° 25' 40" West, 1322.48 feet to the Southwest corner of the North half of the Northwest quarter of the Northwest quarter of Section 19 (said point being also on the West line of said Township 21 North, Range 15 East); thence leaving said West line of Township 21 North, Range 15 East, the following eight (8) courses:

1) South 82° 08' 26" West, 483.66 feet;
2) South 2° 51' 15" West, 30.00 feet;
3) South 28° 54' 50" West, 192.00 feet;
4) North 77° 26' 54" West, 190.66 feet;
5) North 32° 52' 00" East, 147.14 feet;
6) North 52° 35' 23" West, 275.63 feet;
7) North 45° 45' 26" East, 361.61 feet;
8) North 29° 14' 25" East, 389.49 feet to the North line of said Section 24, Township 21 North, Range 14 East;

Thence Westerly, along said North line of Section 24, North 89° 57' 26" West, 4802.18 feet to said point of beginning.

EXCEPTING THEREFROM, two (2) 100.00 foot wide highway right-of-ways, being more particularly described as follows:

RIGHT-OF-WAY NO. 1

BEGINNING a point on the Westerly line of said 100.00 foot wide highway right-of-way from which the Northeast corner of the South half of the South half of Section 13, Township 21 North, Range 14 East, bears North 0° 12' 51" East, 311.02 feet and also which a radial line bears South 64° 48' 25" East; thence leaving said Westerly right-of-way line along said radial line South 64° 48' 25" East, 100.00 feet to the Easterly line of said 100.00 foot wide highway right-of-way; thence Southwesterly, along said Easterly right-of-way line, the following four (4) courses:

1) Along the arc of a 2450.00 foot radius curve to the left, consuming a central angle of 6° 39' 04", and an arc length of 284.41 feet;
2) South 18° 32' 30" West, 637.35 feet;
3) Along the arc of a 2050.00 foot radius curve to the right, consuming a central angle of 14° 19' 30", and an arc length of 512.54 feet;
4) South 32° 52' 00" West, 450.16 feet;

(Continued)

Thence leaving said Easterly right-of-way line, North 52° 35' 23" West, 100.32 feet to said Westerly right-of-way line; thence Northeasterly along the Westerly right-of-way line the following four (4) courses:

1) North 32° 52' 00" East, 442.22 feet;
2) Along the arc of a 1950.00 foot radius curve to the left, consuming a central angle of 14° 19' 30", and an arc length of 487.54 feet;
3) North 18° 32' 30" East, 637.35 feet;
4) Along the arc of a 2550.00 foot radius curve to the right, consuming a central angle of 6° 39' 05", and an arc length of 296.02 feet to said point of beginning.

RIGHT-OF-WAY NO. 2

BEGINNING at a point on the Easterly line of said 100.00 foot wide right-of-way, (said point being at a point of intersection with the North line of said Section 18, Township 21 North, Range 15 East) from which the Northeast corner of said Section bears South 89° 49' 56" East, 926.48 feet; thence Southwesterly, along said Easterly right-of-way line, South 42° 20' 00" West, 1621.82 feet; thence leaving said Easterly right-of-way line, North 47° 40' 00" West, 100.00 feet to the Westerly line of said 100.00 foot wide highway right-of-way; thence Northeasterly along said Westerly right-of-way line, North 42° 20' 00" East, 1531.25 feet to said North line of Section 18; thence leaving said Westerly right-of-way line along the North line of Section 18, South 89° 49' 56" East, 134.92 feet to said point of beginning.

Said 100.00 foot wide right-of-ways No. 1 and No. 2 containing 7.92 acres, more or less.

PARCEL TWO:

All that real property situate in portions of Sections 23 and 24, Township 21 North, Range 14 East and portions of Sections 17, 18 and 19, Township 21 North, Range 15 East, M.D.M., County of Sierra, State of California, as shown on that certain Map entitled "Record of Survey for the Alice M. Vanetti Trust" filed in Book 7 of Maps and Surveys, at Page 79, in the Office of Recorder of said County of Sierra and being more particularly described as follows:

(Continued)

DESCRIPTION (continued)

BEGINNING at the Section Corner common to said Sections 17, 18, 19 and 20, Township 21 North, Range 15 East; thence Southerly along the East line of said Section 19, South 0° 18' 05" West, 1271.71 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19; thence Westerly along the South line of the Northeast quarter of the Northeast quarter of Section 19, North 89° 41' 23" West, 1311.82 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of Section 19; thence Southerly along the East line of the Southwest quarter of the Northeast quarter of Section 19, South 0° 06' 52" West, 1283.81 feet to the East-West centerline of Section 19; thence Westerly along the East-West centerline of Section 19, South 89° 46' 50" West, 1307.69 feet to the center corner of Section 19; thence Southerly along the North-South centerline of Section 19, South 0° 04' 08" East, 1326.615 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of Section 19; thence Westerly along the South line of the North half of the Southwest quarter of Section 19, South 89° 55' 08" West, 2647.18 feet to the West line of said Township 21 North, Range 15 East, (said West line being also the East line of said Section 24, Township 21 North, Range 14 East); thence Northerly along said West line of Township 21 North, Range 15 East, North 0° 03' 30" East, 2640.48 feet to the Southeast corner of the North half of the North half of said Section 24, Township 21 North, Range 14 East; thence Westerly along the South line of said North half of the North half of Section 24, North 89° 56' 54" West 5265.74 feet to the West line of Section 24; thence Southerly along the said West line of Section 24, South 0° 38' 49" West, 1319.495 feet to the East one-quarter (E. 1/4) of Section 23, Township 21 North, Range 14 East; thence Westerly along the East-West centerline of said Section 23, South 89° 48' 26" West, 1294.28 feet to the Southwest corner of the East half of the Northeast quarter of Section 23; thence Northerly along the West line of said East half of the Northeast quarter of Section 23, North 0° 03' 37" East, 1889.65 feet to a point on the Southeasterly bank of an existing irrigation canal as conveyed to D. H. Russell, et ux, by Grant Deed, recorded in Volume 43, Page 359, in said Office of the Recorder of County of Sierra; thence Northeasterly along said bank, North 36° 37' 42" East, 937.21 feet to a point of intersection with the North line of said Section 23; thence leaving said bank Easterly along said North line of Section 23, North 89° 53' 40" East, 762.93 feet to the Section corner common to said Sections 13, 14, 23, 24, Township 21 North, Range 14 East; thence Easterly along the North line of Section 24, South 89° 57' 26" East, 4802.18 feet to a point; thence leaving said North line of Section 24, the following eight (8) courses:

(Continued)

1) South 29° 14' 25" West, 389.49 feet;
2) South 45° 45' 26" West, 361.61 feet;
3) South 52° 35' 23" East, 275.63 feet;
4) South 32° 52' 00" West, 147.14 feet;
5) South 77° 26' 54" East, 190.66 feet;
6) North 28° 54' 50" East, 192.00 feet;
7) North 2° 51' 15" East, 30.00 feet;
8) North 82° 08' 26" East, 483.66 feet to the Southwest corner of the North half of the Northwest quarter of the Northwest quarter of said Section 19, Township 21 North, Range 15 East, (said point being also on West line of said Township 21 North, Range 15 East);

Thence Easterly along the South line of said North half of the Northwest quarter of the Northwest quarter of Section 19, South 89° 25' 40" East, 1322.48 feet to the Southeast corner of the North half of the Northwest quarter of the Northwest quarter of Section 19; thence Northerly along the East line of the North half of the Northwest quarter of the Northwest quarter of Section 19, North 0° 04' 03" East, 654.02 feet to the Northeast corner of the North half of the Northwest quarter of the Northwest quarter of the Section 19 (said point being also on the South line of said Section 18, Township 21 North, Range 15 East); thence Easterly along said line of Section 18, South 89° 09' 48" East, 1316.07 feet to the South one-quarter (S 1/4) of said Section 18; thence continuing Easterly along the South line of Section 18, South 89° 09' 48" East, 268.20 feet to a point; thence leaving said South line of Section 18, North 0° 13' 59" East, 655.01 feet to a point on the North line of the South half of the South half of the Southeast quarter of Section 18; thence Easterly along said North line of the South half of the South half of the Southeast quarter of Section 18, South 89° 15' 05" East, 1707.14 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Northerly along the West line of said Northeast quarter of the

(Continued)

Southeast quarter of the Southeast quarter of Section 18, North 0° 20' 36" East, 657.62 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Easterly along the North line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, South 89° 20' 21" East, 658.86 feet to the West line of said Section 17, Township 21 North, Range 15 East, (said point being also the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 17); thence Easterly along the North line of said Southwest quarter of the Southwest quarter of Section 17, South 89° 21' 36" East, 1329.80 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of Section 17; thence Southerly along the East line of the Southwest quarter of the Southwest quarter of Section 17, South 0° 23' 58" West, 1319.72 feet to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 17 (said point being also on the South line of said Section 17); thence Westerly along the South line of Section 17, North 89° 15' 14" West, 1329.37 feet to said point of beginning.

EXCEPTING THEREFROM, a Highway right-of-way being 100.00 feet wide, said right-of-way being more particularly described as follows:

BEGINNING at a point on said South line of the North half of the North half of Section 24, Township 21 North, Range 14 East, from which said Southeast corner of the North half of the North half of Section 24 bears South 89° 56' 54" East, 1035.92 feet; said point of beginning being also a point of intersection with the Easterly line of said 100.00 foot wide right-of-way; thence Westerly along the South line of the North half of the North half of Section 24, North 89° 56' 54" West, 114.60 feet to a point from which a radial line bears South 61° 14' 26" East (said point being a point of intersection with the Westerly line of said 100.00 foot wide highway right-of-way; thence leaving the South line of the North half of the North half of Section 24 Northeasterly along said Westerly right-of-way line the following two (2) courses:

1) Along the arc of a 3050.00 foot radius curve to the right, consuming a central angle of 4° 06' 26", and an arc length of 218.64 feet;
2) North 32° 52' 00" East, 515.66 feet:

Thence leaving said Westerly right-of-way line South 52° 35' 23" East, 100.23 feet to said Easterly right-of-way line; thence along said Easterly right-of-way line Southwesterly the following two (2) courses:

1) South 32° 52' 00" West, 507.71 feet to a point from which a radial line bears South 57° 08' 00" East;
2) Along the arc of a 2950.00 foot radius curve to the left, consuming a central angle of 3° 02' 17", and an arc length of 156.42 feet to said point of beginning.

(Continued)

Excepting from Parcels One and Two any portion thereof lying Northwesterly of the Southeasterly line of State Highway 49.

ALSO EXCEPTING THEREFROM the following two parcels:

Parcel A:

Commencing at the Northwest corner of Section 19, T21N, R15E, MDM, as shown on that Record of Survey for the Alice M. Vanetti Trust, filed in Book 7 of Surveys at Pages 79 through 87 in the office of the Sierra County Recorder, and running thence S 44° 55' 24" E 823.93 feet; thence S 18° 30' 06"E 87.34 feet to a point on the South line of the N 1/2 of the NW 1/4 of the NW 1/4 of said Section 19, being the true point of beginning; thence N 89° 25' 40" W 610.25 feet to the Southwest corner of said N 1/2 of the NW 1/4 of the NW 1/4; thence S 82° 08' 26" W 483.66 feet; thence S 2° 51' 15" W 30.00 feet; thence S 28° 54' 50" W 192.00 feet; thence N 77° 26' 54" W 190.65 feet to the Easterly line of California State Highway No. 49; thence along said Easterly line of Highway No. 49, Southwesterly 517.02 feet to the South line of the NE 1/4 of the NE 1/4 of Section 24, T21N, R14E, MDM; thence S 89° 56' 54" E 1035.92 feet to the Southeast corner of said NE 1/4 of the NE 1/4; thence N 46° 39' 19" E 867.10 feet to a point which lies S 18° 30' 06" E 62.07 feet from the true point of beginning; thence N 18° 30' 06" W 62.07 feet to the true point of beginning.

Parcel B:

Beginning at the Northwest corner of Section 19, T21N, R15E, MDM, as shown on that Record of Survey for the Alice M. Vanetti Trust, filed in Book 7 of Surveys at Pages 79 through 87 in the office of the Sierra County Recorder, and running thence S 44° 55' 24" E 823.93 feet; thence S 18° 30' 06"E 87.34 feet to a point on the South line of the N 1/2 of the NW 1/4 of the NW 1/4 of said Section 19; thence N 89° 25' 40" W 610.25 feet to the Southwest corner of said N 1/2 of the NW 1/4 of the NW 1/4; thence S 82° 08' 26" W 483.66 feet; thence S 2° 51' 15" W 30.00 feet; thence S 28° 54' 50" W 192.00 feet; thence N 77° 26' 54" W 190.65 feet to the Easterly line of California State Highway No. 49; thence along said Easterly line of Highway No. 49, Northeasterly 1109.81 feet to a monument lying N 69° 40' 00" W 228.60 feet from the point of beginning; thence S 69° 40' 00" E 228.60 feet to the point of beginning.

PARCEL THREE:

The Northeast quarter of the Northeast quarter of Section 31, Township 21 North, Range 15 East, M. D. M., according to the Official Plat thereof.

PARCEL FOUR:

An easement for ingress and egress over the Southerly 30 feet of that portion of the Northeast 1/4 of the Northeast 1/4 of Section 24 Township 21 North, Range 15 East, M. D. M., lying Easterly of the Southeasterly line of State Highway 49.

Antelope Valley Wildlife Area
Expansion #2, Sierra County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 30, 1993, from Bob E. Ferguson, Sr., to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on November 9, 1993, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date: 12-2-93

APPROVED:
DEPARTMENT OF GENERAL SERVICES

By F. Warren Caldwell
F. WARREN CALDWELL, Senior Real Estate Officer
Office of Real Estate and Design Services
TR93-154A

116737

POLICY OF TITLE INSURANCE

ISSUED BY

POLICY NUMBER

628-034173

Commonwealth.
Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
   and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY CORPORATE SEAL PENNSYLVANIA

Attest: James J. D. Lynch Jr — Secretary

By — President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

Valid Only If Schedules A, B and Cover Are Attached

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "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, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured 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 any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, 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 any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant 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 Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant 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 an insured claimant provided to the Company pursuant to this Section 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 an insured claimant 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 this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a (i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a (ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

onditions and Stipulations Continued Inside Co

SCHEDULE A

Order No.: 100199

Policy No.: 628-034173 Date of Policy: 05/27/94 at 5:00 p.m.

Amount of Insurance: $439,110.00 Premium: $1,178.00

1. Name of Insured:

   THE STATE OF CALIFORNIA

2. The estate or interest in the land which is covered by this policy is:

   a fee

3. Title to the estate or interest in the land is vested in :

   THE STATE OF CALIFORNIA

4. The land referred to in this policy is situated in the State of California, County of Sierra and described as follows:

   See Schedule "C" attached hereto and incorporated herein by reference

Countersigned: Edward L. Potts

Authorized Officer or Agent

Policy No. 628-034173

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records or such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens of encumberances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Part II

1. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.

2. An easement affecting the portion of said land for the purposes stated herein, and incidental purposes,
   In Favor Of : The Sierra Valley Telegraph Company
   For : that certain telegraph line running from Sierraville in Sierra Co. to Beckwith in Plumas Co., State of California
   Recorded : December 22, 1891, in Book 6, Page 20, of Deeds.
   Affects : route not defined.

3. An easement affecting the portion of said land for the purposes stated herein, and incidental purposes,
   In Favor Of : Plumas-Sierra Rural Electric Co-Operative, a corporation
   For : electric transmission or distribution line or system
   Recorded : February 1, 1939, in Book 37, Page 222, of Deeds.
   Affects : route not defined.

(Continued)

SCHEDULE B, PART II (continued)

4. Any easements for diverting, conducting, or storing water or for incidental purposes affecting the realty herein described, as may be indicated by Judgment and Decree, State of California, Division of Water Resources, to F. E. Humphrey, Jr., et al, dated January 19, 1940, entered in the Superior Court of the State of California, in and for the County of Plumas, Case No. 3095, entitled: "In the Matter of the Determination of the Rights of the Various Claimants to the Water of that portions of Middle Fork of Feather River and its tributaries situate above Beckwith in Plumas County and being within Sierra and Plumas Counties, California," recorded February 1, 1940, in Book 39 of Deeds at page 1, Sierra County Records.

5. An easement affecting the portion of said land for the purposes stated herein, and incidental purposes,
   In Favor Of : United States of America
   For : the construction, maintenance and full, free and quiet use and enjoyment of a road for the purposes of hauling forest products for fire protection and for general forest administration
   Recorded : July 6, 1956, in Book 14, Page 197, Official Records.
   Affects : Parcel No. 2.

   A Correction Deed dated May 16, 1980, recorded December 7, 1980 in Book 89 of Official Records, Page 467, deleting a portion of said easement and adding a portion of the West half of the Northwest quarter and a portion of the North half of the Southwest quarter of Section 19, Township 21 North, Range 15 East, M.D.M.

6. An easement affecting the portion of said land for the purposes stated herein, and incidental purposes,
   In Favor Of : The Pacific Telephone and Telegraph Company, a corporation
   For : communication facilities
   Recorded : November 2, 1976, in Book 70, Page 620, Official Records.
   Affects : easterly portion of Sections 13 and 24, Township 21 North, Range 14 East.

SCHEDULE C

The land referred to in this policy is described as follows:

All that real property situated in the unincorporated area of the County of Sierra, State of California, more particularly described as follows:

PARCEL ONE:

All that real property situate in portions of Sections 13 and 24, Township 21 North, Range 14 East and portions of Sections 17, 18 and 19, Township 21 North, Range 15 East, M.D.M., County of Sierra, State of California, as shown on that certain map entitled "Record of Survey for the Alice M. Vanetti Trust" filed in Book 7 of Maps and Surveys, at Page 79, in the Office of Recorder of said County of Sierra and being more particularly described as follows:

BEGINNING at the Section Corner common to said Sections 13, 24 and Sections 14 and 23, Township 21 North, Range 14 East; thence Northerly along the West line of said Section 13, North 0° 28' 45" East, 1053.80 feet to a point on the Southeasterly bank of an existing irrigation canal as conveyed to D. H. Russell, et ux, by Grant Deed recorded in Volume 43, Page 359 in said office of Recorder of County of Sierra; thence Northeasterly along said bank, North 32° 08' 53" East, 312.93 feet to a point of intersection with the North line of the South half of the South half of Section 13; thence leaving said bank, Easterly along said North line of the South half of the South half of Section 13, South 89° 45' 26" East, 5081.77 feet to the West line of said Township 21 North, Range 15 East, (said West line being also the West line of said Section 18, Township 21 North, Range 15 East); thence Southerly along said West line of Township 21 North, Range 15 East, South 0° 12' 51" West, 311.02 feet to a point on the Westerly line of 100.00 foot wide highway right-of-way from which a radial line bears South 64° 48' 25" East; thence leaving said Westerly right-of-way line along said radial line South 64° 48' 25" East, 100.00 feet to the Easterly line of said 100.00 foot wide highway right-of-way; thence along said Easterly right-of-way Northeasterly, the following two (2) courses:

1) Along the arc of a 2450.00 foot radius curve to the right, consuming a central angle of 27° 01' 56", and an arc length of 1155.91 feet;
2) North 52° 13' 30" East, 1218.00 feet to a point of intersection with East-West centerline of said Section 18;

Thence leaving said Easterly right-of-way line Easterly, along said East-West centerline, South 89° 30' 53" East, 875.99 feet to the center corner of Section 18; thence Northerly along the North-South center line of Section 18, North 0° 13' 57" East, 182.56 feet to a point on the Southwesterly line of Parcel 1, as shown in Book 4 of Maps and Surveys, at Page 78, on file in said Office of Recorder, County of Sierra; thence along the lines of said Parcel 1, the following three courses:
(Continued)

1) South 48° 08' 48" East, 300.31 feet;
2) North 42° 19' 35" East, 1338.04 feet;
3) North 47° 40' 00" West, 660.00 feet to said Easterly line of a 100.00 foot wide highway right-of-way;

Thence leaving said Easterly right-of-way line North 47° 40' 00" West, 100.00 feet to the Westerly right-of-way line of said 100.00 foot wide highway right-of-way; thence Southwesterly along said Westerly right-of-way line the following (2) courses:

1) South 42° 20' 00" West, 820.00 feet;
2) Along the arc of a tangent 2950.00 foot radius curve to the right, consuming a central angle of 0° 13' 31", and an arc length of 11.60 feet to a point of intersection with said East-West centerline of Section 18;

Thence leaving said Easterly right-of-way line Northerly along the East-West centerline of Section 18, North 0° 13' 57" East, 1751.34 feet to the North one-quarter (N. 1/4) of Section 18; thence Easterly along the North line of Section 18, South 89° 49' 56" East, 2645.55 feet to the Section Corner common to said Sections 7, 8, 17, 18, Township 21 North, Range 15 East; thence Easterly along the North line of Section 17, South 89° 14' 29" East, 1331.155 feet to the Northeast corner of the West half of the West half of Section 17; thence leaving said North line, Southerly along the East line of said West half of the West half of Section 17, South 0° 23' 58" West, 3949.00 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of Section 17; thence Westerly along the North line of the Southwest quarter of the Southwest quarter of Section 17, North 89° 21' 36" West, 1329.80 feet to the West line of Section 17 (said point being also the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 17); thence Westerly along the North line of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 18, Township 21 North, Range 15 East, North 89° 20° 21" West, 658.86 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 18; thence Southerly along the West line of said Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, South 0° 20' 36" West, 657.62 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Westerly along the North line of the South half of the South half of the Southeast quarter of Section 18, North 89° 15' 05" West, 1707.14 feet to a point; thence leaving said North line of the South half of the South half of the Southeast quarter of Section 18, South 0° 13' 59" West, 655.01 feet to the South line of Section 18; thence Westerly along said south line of Section 18, North 89° 09' 48" West, 268.20 feet to the South one-quarter (S 1/4) corner of Section 18; thence continuing Westerly along the South line of Section 18, North 89° 09' 48" West, 1316.07 feet to the Northeast corner of the North half of the Northwest quarter of the Northwest quarter of said Section 19, Township 21 North, Range 15 East; thence Southerly along the East line of said North half of the Northwest quarter of the Northwest quarter of Section 19, South 0° 04' 03" West, 654.02 feet to the Southeast corner of the North half of the Section 19; thence Westerly along the South line of the North half of the Northwest quarter of the Northwest quarter of Section 19, North 89° 25' 40" West, 1322.48 feet to the Southwest corner of the North half of the Northwest quarter of the Northwest quarter of Section 19 (said point being also on the West line of said Township 21 North, Range 15

(Continued)

East); thence leaving said West line of Township 21 North, Range 15 East, the following eight (8) courses:

1) South 82° 08' 26" West, 483.66 feet;
2) South 2° 51' 15" West, 30.00 feet;
3) South 28° 54' 50" West, 192.00 feet;
4) North 77° 26' 54" West, 190.66 feet;
5) North 32° 52' 00" East, 147.14 feet;
6) North 52° 35' 23" West, 275.63 feet;
7) North 45° 45' 26" East, 361.61 feet;
8) North 29° 14' 25" East, 389.49 feet to the North line of said Section 24, Township 21 North, Range 14 East;

Thence Westerly, along said North line of Section 24, North 89° 57' 26" West, 4802.18 feet to said point of beginning.

EXCEPTING THEREFROM, two (2) 100.00 foot wide highway right-of-ways, being more particularly described as follows:

RIGHT-OF-WAY NO. 1

BEGINNING a point on the Westerly line of said 100.00 foot wide highway right-of-way from which the Northeast corner of the South half of the South half of Section 13, Township 21 North, Range 14 East, bears North 0° 12' 51" East, 311.02 feet and also which a radial line bears South 64° 48' 25" East; thence leaving said Westerly right-of-way line along said radial line South 64° 48' 25" East, 100.00 feet to the Easterly line of said 100.00 foot wide highway right-of-way; thence Southwesterly, along said Easterly right-of-way line, the following four (4) courses:

1) Along the arc of a 2450.00 foot radius curve to the left, consuming a central angle of 6° 39' 04", and an arc length of 284.41 feet;
2) South 18° 32' 30" West, 637.35 feet;
3) Along the arc of a 2050.00 foot radius curve to the right, consuming a central angle of 14° 19' 30", and an arc length of 512.54 feet;
4) South 32° 52' 00" West, 450.16 feet;

Thence leaving said Easterly right-of-way line, North 52° 35' 23" West, 100.32 feet to said Westerly right-of-way line; thence Northeasterly along the Westerly right-of-way line the following four (4) courses:

1) North 32° 52' 00" East, 442.22 feet;
2) Along the arc of a 1950.00 foot radius curve to the left, consuming a central angle of 14° 19' 30", and an arc length of 487.54 feet;
3) North 18° 32' 30" East, 637.35 feet;
4) Along the arc of a 2550.00 foot radius curve to the right, consuming a central angle of 6° 39' 05", and an arc length of 296.02 feet to said point of beginning.

(Continued)

RIGHT-OF-WAY NO. 2

BEGINNING at a point on the Easterly line of said 100.00 foot wide right-of-way, (said point being at a point of intersection with the North line of said Section 18, Township 21 North, Range 15 East) from which the Northeast corner of said Section bears South 89° 49' 56" East, 926.48 feet; thence Southwesterly, along said Easterly right-of-way line, South 42° 20' 00" West, 1621.82 feet; thence leaving said Easterly right-of-way line, North 47° 40' 00" West, 100.00 feet to the Westerly line of said 100.00 foot wide highway right-of-way; thence Northeasterly along said Westerly right-of-way line, North 42° 20' 00" East, 1531.25 feet to said North line of Section 18; thence leaving said Westerly right-of-way line along the North line of Section 18, South 89° 49' 56" East, 134.92 feet to said point of beginning.

Said 100.00 foot wide right-of-ways No. 1 and No. 2 containing 7.92 acres, more or less.

PARCEL TWO:

All that real property situate in portions of Sections 23 and 24, Township 21 North, Range 14 East and portions of Sections 17, 18 and 19, Township 21 North, Range 15 East, M.D.M., County of Sierra, State of California, as shown on that certain Map entitled "Record of Survey for the Alice M. Vanetti Trust" filed in Book 7 of Maps and Surveys, at Page 79, in the Office of Recorder of said County of Sierra and being more particularly described as follows:

BEGINNING at the Section Corner common to said Sections 17, 18, 19 and 20, Township 21 North, Range 15 East; thence Southerly along the East line of said Section 19, South 0° 18' 05" West, 1271.71 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 19; thence Westerly along the South line of the Northeast quarter of the Northeast quarter of Section 19, North 89° 41' 23" West, 1311.82 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of Section 19; thence Southerly along the East line of the Southwest quarter of the Northeast quarter of Section 19, South 0°

(Continued)

06' 52" West, 1283.81 feet to the East-West centerline of Section 19; thence Westerly along the East-West centerline of Section 19, South 89° 46' 50" West, 1307.69 feet to the center corner of Section 19; thence Southerly along the North-South centerline of Section 19, South 0° 04' 08" East, 1326.615 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of Section 19; thence Westerly along the South line of the North half of the Southwest quarter of Section 19, South 89° 55' 08" West, 2647.18 feet to the West line of said Township 21 North, Range 15 East, (said West line being also the East line of said Section 24, Township 21 North, Range 14 East); thence Northerly along said West line of Township 21 North, Range 15 East, North 0° 03' 30" East, 2640.48 feet to the Southeast corner of the North half of the North half of said Section 24, Township 21 North, Range 14 East; thence Westerly along the South line of said North half of the North half of Section 24, North 89° 56' 54" West 5265.74 feet to the West line of Section 24; thence Southerly along the said West line of Section 24, South 0° 38' 49" West, 1319.495 feet to the East one-quarter (E. 1/4) of Section 23, Township 21 North, Range 14 East; thence Westerly along the East-West centerline of said Section 23, South 89° 48' 26" West, 1294.28 feet to the Southwest corner of the East half of the Northeast quarter of Section 23; thence Northerly along the West line of said East half of the Northeast quarter of Section 23, North 0° 03' 37" East, 1889.65 feet to a point on the Southeasterly bank of an existing irrigation canal as conveyed to D. H. Russell, et ux, by Grant Deed, recorded in Volume 43, Page 359, in said Office of the Recorder of County of Sierra; thence Northeasterly along said bank, North 36° 37' 42" East, 937.21 feet to a point of intersection with the North line of said Section 23; thence leaving said bank Easterly along said North line of Section 23, North 89° 53' 40" East, 762.93 feet to the Section corner common to said Sections 13, 14, 23, 24, Township 21 North, Range 14 East; thence Easterly along the North line of Section 24, South 89° 57' 26" East, 4802.18 feet to a point; thence leaving said North line of Section 24, the following eight (8) courses:

1) South 29° 14' 25" West, 389.49 feet;
2) South 45° 45' 26" West, 361.61 feet;
3) South 52° 35' 23" East, 275.63 feet;
4) South 32° 52' 00" West, 147.14 feet;
5) South 77° 26' 54" East, 190.66 feet;
6) North 28° 54' 50" East, 192.00 feet;
7) North 2° 51' 15" East, 30.00 feet;
8) North 82° 08' 26" East, 483.66 feet to the Southwest corner of the North half of the Northwest quarter of the Northwest quarter of said Section 19, Township 21 North, Range 15 East, (said point being also on West line of said Township 21 North, Range 15 East);

(Continued)

Thence Easterly along the South line of said North half of the Northwest quarter of the Northwest quarter of Section 19, South 89° 25' 40" East, 1322.48 feet to the Southeast corner of the North half of the Northwest quarter of the Northwest quarter of Section 19; thence Northerly along the East line of the North half of the Northwest quarter of the Northwest quarter of Section 19, North 0° 04' 03" East, 654.02 feet to the Northeast corner of the North half of the Northwest quarter of the Northwest quarter of the Section 19 (said point being also on the South line of said Section 18, Township 21 North, Range 15 East); thence Easterly along said line of Section 18, South 89° 09' 48" East, 1316.07 feet to the South one-quarter (S 1/4) of said Section 18; thence continuing Easterly along the South line of Section 18, South 89° 09' 48" East, 268.20 feet to a point; thence leaving said South line of Section 18, North 0° 13' 59" East, 655.01 feet to a point on the North line of the South half of the South half of the Southeast quarter of Section 18; thence Easterly along said North line of the South half of the South half of the Southeast quarter of Section 18, South 89° 15' 05" East, 1707.14 feet to the Southwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Northerly along the West line of said Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, North 0° 20' 36" East, 657.62 feet to the Northwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence Easterly along the North line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18, South 89° 20' 21" East, 658.86 feet to the West line of said Section 17, Township 21 North, Range 15 East, (said point being also the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 17); thence Easterly along the North line of said Southwest quarter of the Southwest quarter of Section 17, South 89° 21' 36" East, 1329.80 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of Section 17; thence Southerly along the East line of the Southwest quarter of the Southwest quarter of Section 17, South 0° 23' 58" West, 1319.72 feet to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 17 (said point being also on the South line of said Section 17); thence Westerly along the South line of Section 17, North 89° 15' 14" West, 1329.37 feet to said point of beginning.

EXCEPTING THEREFROM, a Highway right-of-way being 100.00 feet wide, said right-of-way being more particularly described as follows:

BEGINNING at a point on said South line of the North half of the North half of Section 24, Township 21 North, Range 14 East, from which said Southeast corner of the North half of the North half of Section 24 bears South 89° 56' 54" East, 1035.92 feet; said point of beginning being also a point of intersection with the Easterly line of said 100.00 foot wide right-of-way; thence Westerly along the South line of the North half of the North half of Section 24, North 89° 56' 54" West, 114.60 feet to a point from which a radial line bears South 61° 14' 26" East (said point being a point of intersection with the Westerly line of said 100.00 foot wide highway right-of-way; thence leaving the South line of the North half of the North half of Section 24 Northeasterly along said Westerly right-of-way line the following two (2) courses:

1) Along the arc of a 3050.00 foot radius curve to the right, consuming a central angle of 4° 06' 26", and an arc length of 218.64 feet;
2) North 32° 52' 00" East, 515.66 feet:

Continued-

Thence leaving said Westerly 'ght-of-way line South 52° 35' ^^" East, 100.23 feet to said Easterly right-of-way L. ;; thence along said Easterly r. .t-of-way line Southwesterly the following two (2) courses:

1) South 32° 52' 00" West, 507.71 feet to a point from which a radial line bears South 57° 08' 00" East;
2) Along the arc of a 2950.00 foot radius curve to the left, consuming a central angle of 3° 02' 17", and an arc length of 156.42 feet to said point of beginning.

Excepting from Parcels One and Two any portion thereof lying Northwesterly of the Southeasterly line of State Highway 49.

ALSO EXCEPTING THEREFROM the following two parcels:

Parcel A:

Commencing at the Northwest corner of Section 19, T21N, R15E, MDM, as shown on that Record of Survey for the Alice M. Vanetti Trust, filed in Book 7 of Surveys at Pages 79 through 87 in the office of the Sierra County Recorder, and running thence S 44° 55' 24" E 823.93 feet; thence S 18° 30' 06"E 87.34 feet to a point on the South line of the N 1/2 of the NW 1/4 of the NW 1/4 of said Section 19, being the true point of beginning; thence N 89° 25' 40" W 610.25 feet to the Southwest corner of said N 1/2 of the NW 1/4 of the NW 1/4; thence S 82° 08' 26" W 483.66 feet; thence S 2° 51' 15" W 30.00 feet; thence S 28° 54' 50" W 192.00 feet; thence N 77° 26' 54" W 190.65 feet to the Easterly line of California State Highway No. 49; thence along said Easterly line of Highway No. 49, Southwesterly 517.02 feet to the South line of the NE 1/4 of the NE 1/4 of Section 24, T21N, R14E, MDM; thence S 89° 56' 54" E 1035.92 feet to the Southeast corner of said NE 1/4 of the NE 1/4; thence N 46° 39' 19" E 867.10 feet to a point which lies S 18° 30' 06" E 62.07 feet from the true point of beginning; thence N 18° 30' 07" W 62.06 feet to the true point of beginning.

Parcel B:

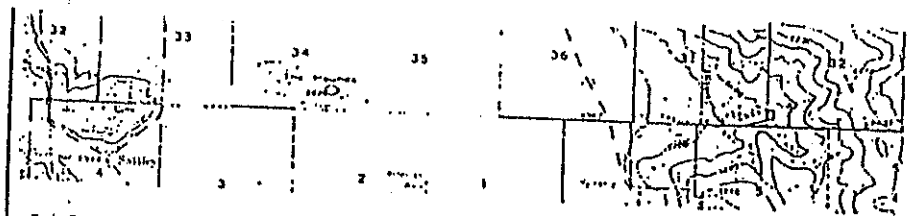
Beginning at the Northwest corner of Section 19, T21N, R15E, MDM, as shown on that Record of Survey for the Alice M. Vanetti Trust, filed in Book 7 of Surveys at Pages 79 through 87 in the office of the Sierra County Recorder, and running thence S 44° 55' 24" E 823.93 feet; thence S 18° 30' 06"E 87.34 feet to a point on the South line of the N 1/2 of the NW 1/4 of the NW 1/4 of said Section 19; thence N 89° 25' 40" W 610.25 feet to the Southwest corner of said N 1/2 of the NW 1/4 of the NW 1/4; thence S 82° 08' 26" W 483.66 feet; thence S 2° 51' 15" W 30.00 feet; thence S 28° 54' 50" W 192.00 feet; thence N 77° 26' 54" W 190.65 feet to the Easterly line of California State Highway No. 49; thence along said Easterly line of Highway No. 49, Northeasterly 1109.81 feet to a monument lying N 69° 40' 00" W 228.60 feet from the point of beginning; thence S 69° 40' 00" E 228.60 feet to the point of beginning.

PARCEL THREE:

The Northeast quarter of the Northeast quarter of Section 31, Township 21 North, Range 15 East, M. D. M., according to the Official Plat thereof.

PARCEL FOUR:

An easement for ingress and egress over the Southerly 30 feet of that portion of the Northeast 1/4 of the Northeast 1/4 of Section 24 Township 21 North, Range 15 East, M. D. M., lying Easterly of the Southeasterly line of State Highway 49.



NOTE: THIS PLAT IS INSERTED FOR REFERENCE PURPOSES ONLY AND IS NOT MADE A PART OF THIS TITLE EVIDENCE.
INTER COUNTY TITLE CO.

SIGNATURE OF AGENT FOR SUBDIVIDER

NOTE: THIS PLAT IS INSERTED FOR REFERENCE PURPOSES ONLY AND IS NOT MADE A PART OF THIS TITLE EVIDENCE.
INTER COUNTY TITLE CO.

LOCATION & SLOPE MAP

TENTATIVE MAP

1" = 1 MILE = 5280'±

1" = 1200'±

T. 21 N. R. 14 E.

T. 21 N. R. 15 E.

TO COYALTON 6 MILES±

* AREA NOTE:
PARCEL A
659.56 AC.± GROSS
− 7.92 AC.± HWY. EXCEPTION
681.64 AC.± NET

PARCEL B
643.24 AC.± GROSS
− 1.61 AC.± HWY. EXCEPTION
641.63 AC.± NET

659.56 AC.±
+ 643.24 AC.±
1332.80 AC.±
TOTAL GROSS

NORTH

EXIST. DRAINAGE IRRIGATION DITCH

BOUNDARY

APPROX. LOC. & 10' WIDE UNDER. ~~GROUND ATT. TELE.~~ & TELEG. CO. EASEMENT PER VOL. 70, PG. 620

APN 12-130-11

& OF 10' WIDE EXCLUSIVE WATER LINE EASEMENT FOR PARCEL "A."

PARCEL NO. 1

PARCEL NO. 2

40'x40' EXCLUSIVE WATER RESVR. EASE. @ SPRING AND EXIST. STORAGE TANK (MAIN WATER SUPPLY)

EXISTING STRUCTURES SEE DETAIL

100' WIDE R/W

CALIFORNIA STATE HIGHWAY NO. 49 III SIE 233 A

APN 16-070-05

APPROX. LOCATION U.S.F.S. ACCESS ROAD (10' RT) PER VOL. 14 PG. 97, VOL. 89 PG. 957, VOL. 93 PG. 151

NOTE: THE FOLLOWING EASEMENTS AFFECT PORTIONS OF THE LANDS SHOWN HEREON. EXACT LOCATIONS ARE UNDEFINED PER RECORD DATA.

& Q 20 SIERRA VALLEY TELEGRAPH CO.

37 Q 222 PLUMAS-SIERRA RURAL ELECTRIC CO-OP

39 Q L HUMPHREY, ET AL - WATER RIGHTS AND RELATED EASEMENTS

(Q - DEEDS)

LEGEND

ZONING

AC - AGRICULTURE

PASTURE

60'x100' BARN

16'x40'

50'x50'

CROPS

515'

N 32°52'E

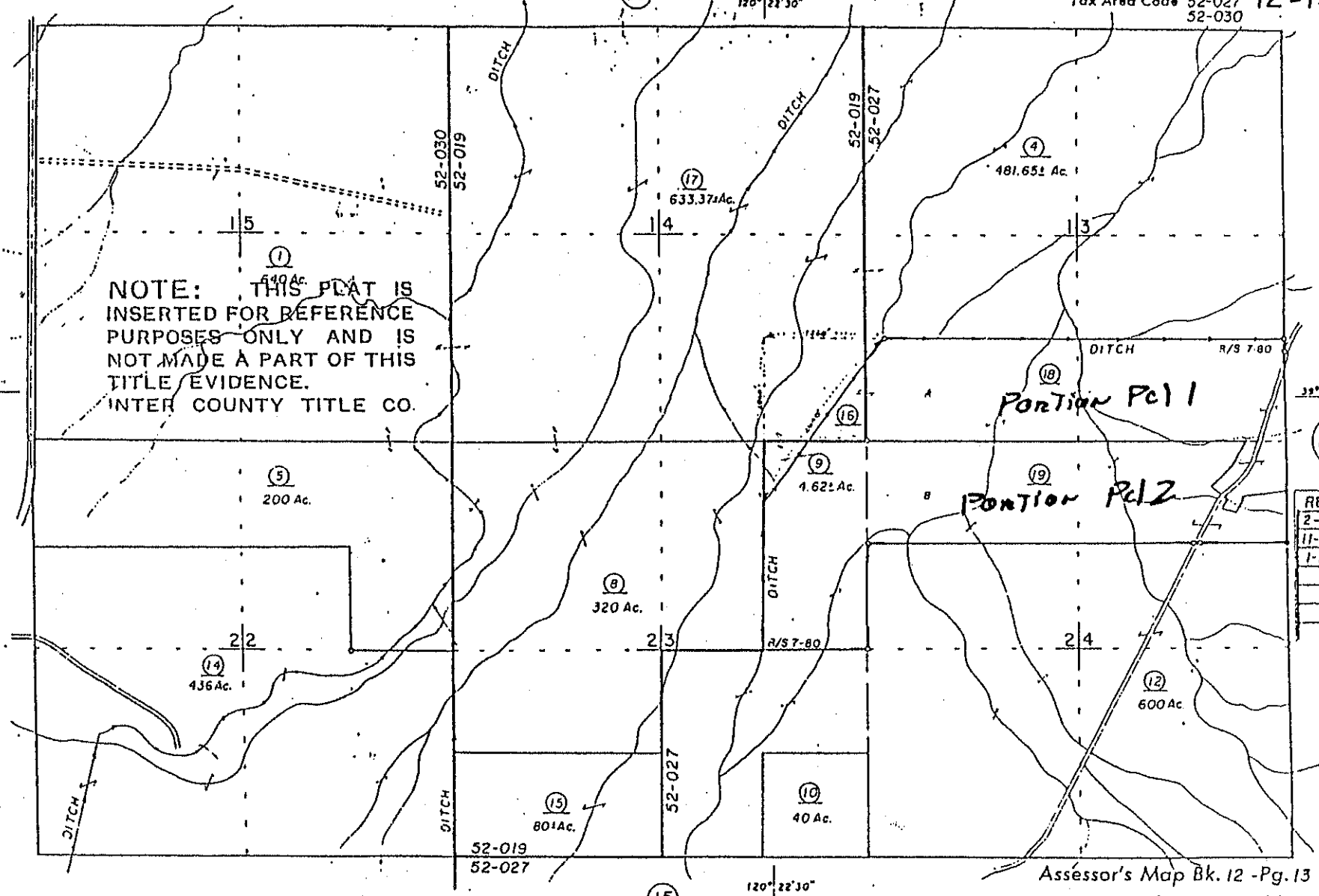
EXIST. POWER LINES

T.21N., R.14E., M.D.B.&M.

Tax Area Code 52-019 52-027 52-030

12-13

NOTE: This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or supercede local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.



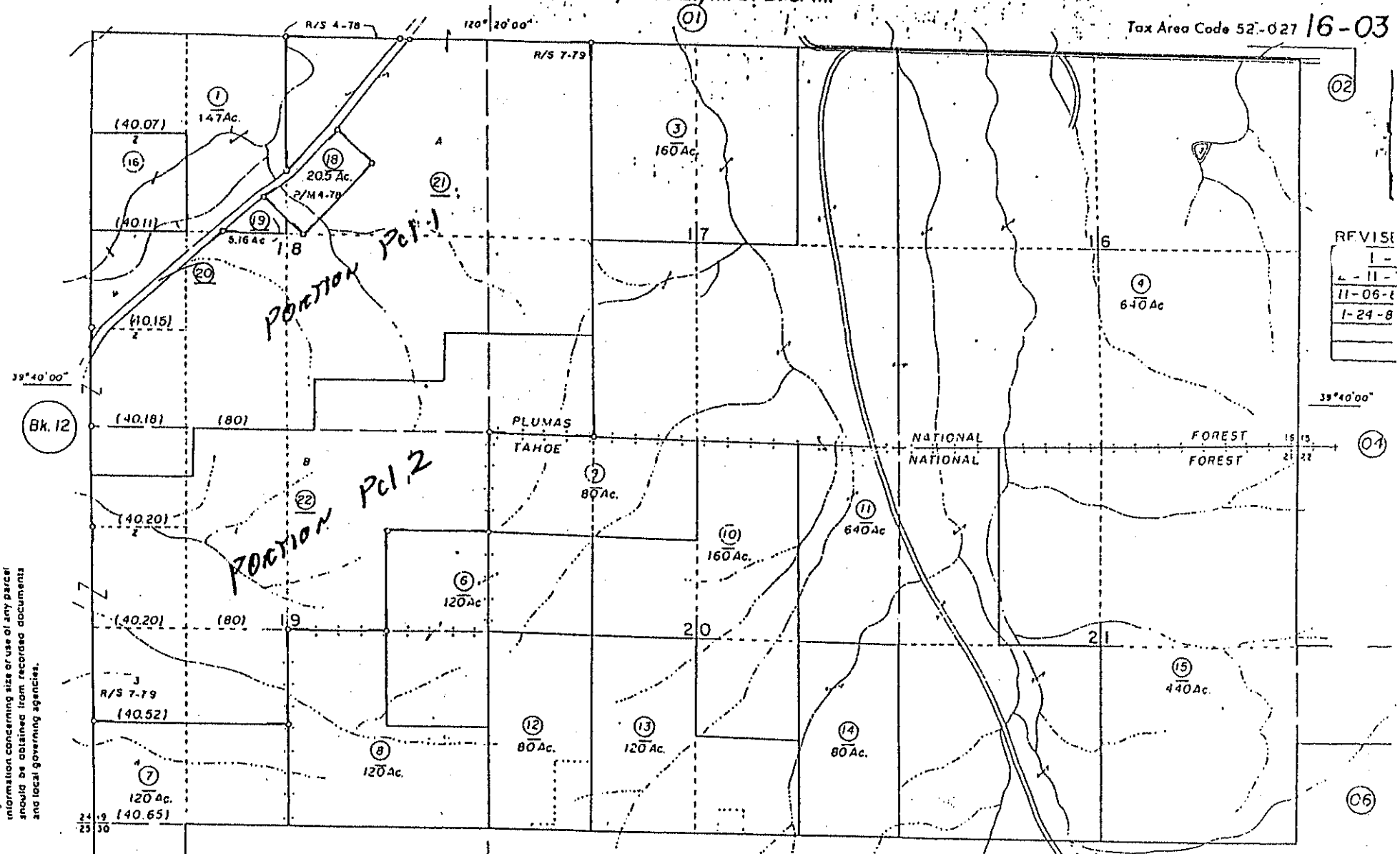
NOTE: THIS PLAT IS INSERTED FOR REFERENCE PURPOSES ONLY AND IS NOT MADE A PART OF THIS TITLE EVIDENCE.
INTER COUNTY TITLE CO.

NOTE—Assessor's Block Numbers Shown In Ellipses.
Assessor's Parcel Numbers Shown In Circles.

Assessor's Map Bk. 12 -Pg. 13
County of Sierra, Calif.
1956

T. 21N., R. 15E., M. D. B. & M.

Tax Area Code 52-027 16-03



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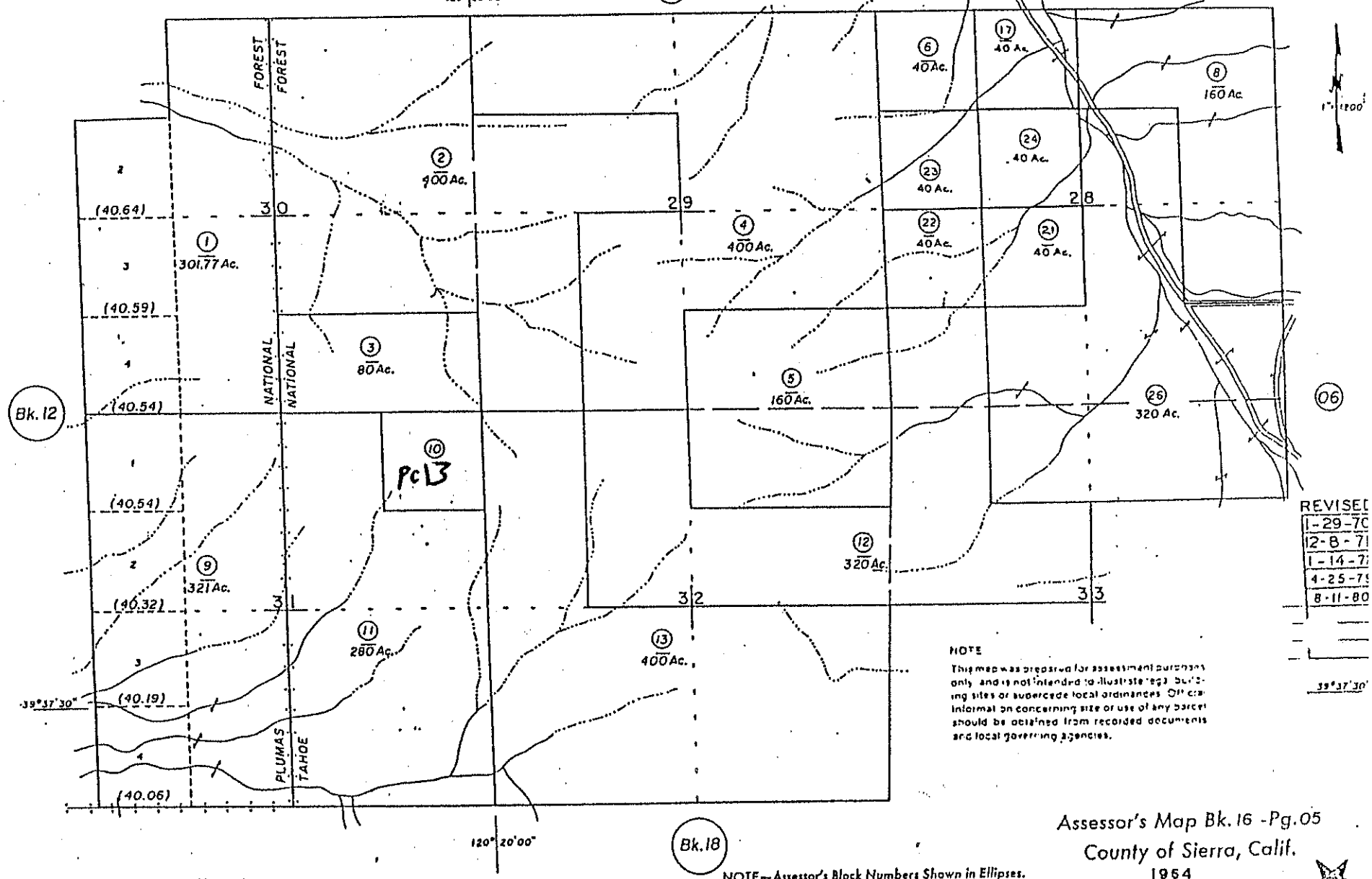
NOTE—Assessor's Block Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 16 -Pg. 03
County of Sierra, Calif.
1964

T. 21 N., R. 15 E., M. D. B. & M.

Tax Area Code 52-027 16-05



NOTE: THIS PLAT IS INSERTED FOR REFERENCE PURPOSES ONLY AND IS NOT MADE A PART OF THIS TITLE EVIDENCE.

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

Assessor's Map Bk. 16 - Pg. 05
County of Sierra, Calif.
1964

Department of Fish and Game
Property Inventory Form

Property #: 00216 Parcel History #: **821760**

Property Name: ANTELOPE VALLEY WA Region: 2
Property AKA: MA Code: SFGWAANTE1 Area Class: WA
County: 46 SIERRA Multiple Counties: No Other Counties:
Property Purpose: 15 DEER WINTER RANGE Summary Purpose: 09 DEER HABITAT
Management Plan: Yes Plan Date: 10/1/1992 Type of Plan: DRAFT
Location of Property: 4 MILES SOUTHWEST OF LOYALTON

Grantor: VAN SANT, FRED WILLARD Transaction Date: 9/10/1998
Manner Acquired: 0100 GRTD Title Insurance: Yes Control #: 46A WA 990106 40000
[1] State Fund: 262 HCF-P117 [2] State Fund: Multiple State Fund: No
[1] Federal Fund: [2] Federal Fund: O and M Fund:
Parcel Name: EXPANSION #3
Parcel Location: 1/2 MILE SOUTH OF PALEN RESERVOIR, WEST OF ANTELOPE VALLEY ROAD
Parcel Access: ANTELOPE VALLEY ROAD

Topographic (Quad) Name: ANTELOPE VALLEY
Topographic Map: Yes Orthophoto Map: No Access Map (Arcview): No SNA: No SNA #:
Acquisition Proposal: Yes Mitigation: No Permit Type:
[1] HCPB Mitigation #: [2] HCPB Mitigation #: [3] HCPB Mitigation #:
[1] PCA #: [2] PCA #: [3] PCA #: NCCP: No
[1] Purpose: 15 DEER WINTER RANGE [2] Purpose:
Summary Purpose: 09 DEER HABITAT Date Digitized: 5/3/1999 Title 14 Desig. Date: 8/29/1980
Property Mgmnt: DFG-2 Mgmnt Agrmnt Effective Date: Lease Effective Date:
Mgmnt Agrmnt Expiration Date: Lease Expiration Date: Term: In-Lieu Fee Date: 1/6/1999
Handicap Access: No Water Rights: Mineral Rights: Y Timber Rights:
Easements:

Improvements:

Comments:

State Land Cost:	$60,000.00	WCB Improvement Cost:		Federal Cost:	
Acquisition Cost:	$4,311.40	Donation/Mitigation Value:		Other Cost:	
State Improvement Cost:		City/County Cost:		In-Lieu Fees:	$108.22
Total State Cost:	$64,311.40	Taxes:			

County: 46 SIERRA City Code: TR #: 98-121A
Recorded Date: 1/6/1999 Book: 132 Page: 41 Document #: 127480
Comments:

Parcel Characteristic: 1000 Original Acreage: 40.00 Current Acreage: 40.00

Department of Fish and Game
Property Inventory Form

Property #: **00216**

Parcel History #: **821760**

APN: 00016-0050-0022 Meridian: MDBM Township: 21N Range: 15E Section: 28

Last Update: 5/19/2000

127480

127480

OFFICIAL RECORDS
RECORDING REQUESTED
BY: ICTC

99 JAN -6 PM 1:23

SIERRA COUNTY, CA
MARY J. JUNGI, RECORDER
VOL 132 P 0041 FEE N/C

WHEN RECORDED MAIL TO

State of California
Wildlife Conservation Board
801 K Street, Suite 806
Sacramento, CA 95814
1041653-TO

AFNF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Department of Fish and Game
Wildlife Conservation Board
Project: Antelope Valley Wildlife Area, Exp. #3
Parcel: Sierra County APN 016-050-022

FRED WILLARD VAN SANT, Trustee of the Fred Willard Van Sant Revocable Living Trust, hereby GRANTS to the STATE OF CALIFORNIA the following described real property in the County of Sierra, State of California:

The Northwest quarter of the Southwest quarter of Section 28, Township 21 North, Range 15 East, M.D.B.&M.

AKA AP 16-050-22

DOCUMENTARY TRANSFER TAX $ 0
[ ] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
[ ] COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax-firm name

Dated: Sept. 10, 1998

Fred W. Van Sant
Fred Willard Van Sant, Trustee

82-1760

RES-101 (Rev. 12/82)

0041

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On September 10, 1998 (Date) before me, HELEN DIXON (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared FRED W Van Sant (Name(s) of Signer(s)),

☐ personally known to me
☑ 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.

WITNESS my hand and official seal.

Helen Dixon
Signature of Notary Public

MGC1 HELEN DIXON
COMM. #1172017
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
COMM. EXP. FEB. 1, 2002 MGC1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: GRANT DEED
Document Date: 9-10-98 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Antelope Valley WA, Exp. #3
Sierra County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 10, 1998 from Fred Willard Van Sant, Trustee, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on November 3, 1998, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date 11/3/98

APPROVED
Department of General Services

By
Senior Real Estate Officer
Real Estate Services
TR98-121A

127480

0043

Form No. 6056.92 (10/17/92)
ALTA Loan Policy - Form 1

POLICY OF TITLE INSURANCE

ISSUED BY

NORTH AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
   (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
   (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY Gerald B Beery PRESIDENT

ATTEST SECRETARY

NORTH AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPT 18, 1968
CALIFORNIA

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "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, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligati to purchase by virtue of a contractual condition requiring the delivery marketable title.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant 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 Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant 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 insured claimant provided to the Company pursuant to this Section 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 insured claimant 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 this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy 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 and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquir all or any part of the estate or interest in the land by foreclosure, trustee sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured 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 any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, 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 any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under th policy together with any costs, attorneys' fees and expenses incurred the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, 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.

(b) In the event of any litigation, including 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, adverse to the title or to the lien of the insured mortgage, as insured.

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

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant 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 insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) **The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy 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.

15. SEVERABILITY.

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

16. 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 policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

SCHEDULE A

Order No.: 104653

Policy No.: 183293 Date of Policy: 01/06/99 at 1:23 P.M.

Amount of Insurance: $60,000.00 Premium: $395.00

1. Name of Insured:

   State of California

2. The estate or interest in the land which is covered by this policy is:

   A Fee

3. Title to the estate or interest in the land is vested in :

   State of California

4. The land referred to in this policy is situated in the State of California, County of and described as follows:

   See Schedule "C" attached hereto and incorporated herein by reference

Countersigned: _____
Authorized Officer or Agent

CLTA Standard Coverage Policy Form
Schedule A

Policy No. 183293

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records or such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens of encumberances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Part II

1. General and special taxes, including any assessments collected with taxes, to be levied for the fiscal year 1998 to 1999, which are a lien not yet payable.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.

4. Any adverse claim based upon the assertion that:

   (a) Some portion of said land has been created by artificial means or has accreted to such portion so created.

   (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the river or stream hereinafter mentioned, or has been formed by accretion to any such portion.

River or Stream: unnamed creek or stream.

Continued.....

SCHEDULE B, PART II (continued)

5. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the river or stream above-mentioned.

Policy No. 183293

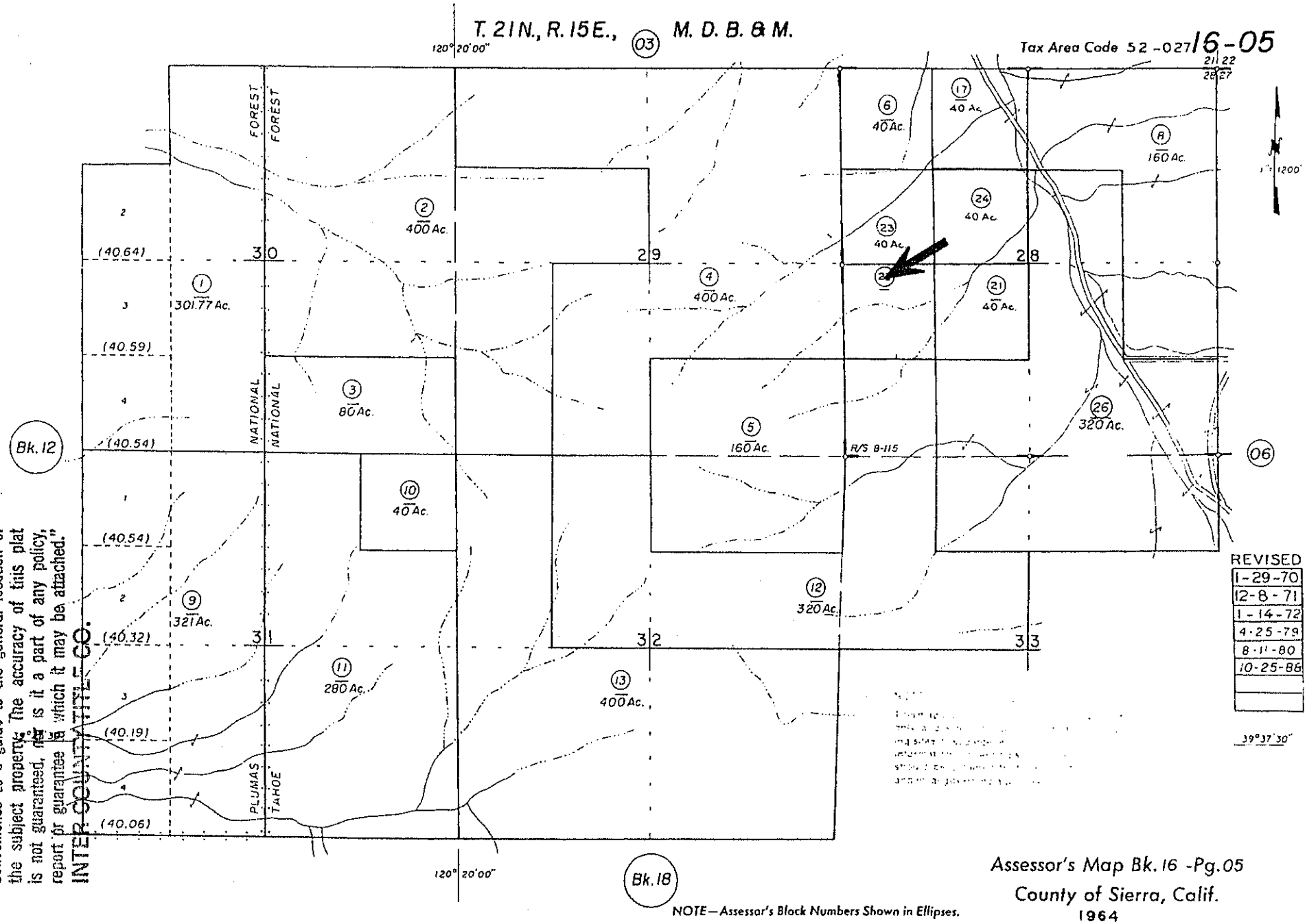
SCHEDULE C

The land referred to in this policy is described as follows:

All that real property situated in the unincorporated area of the County of Sierra, State of California, more particularly described as follows:

Northwest quarter of the Southwest quarter of Section 28, Township 21 North, Range 15 East, M.D.M., according to the Official Map thereof.

APN: 016-050-022



"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."
INTER COUNTY TITLE CO.

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

Assessor's Map Bk. 16 -Pg. 05
County of Sierra, Calif.
1964

DRAFT

LAND ACQUISITION EVALUATION
Expansion of Antelope Valley Wildlife Area

1. Site Name

This project is a proposed 160 acre addition to the 5,455.8 acre Antelope Valley Wildlife Area (WA) in eastern Sierra County.

2. Summary

The subject property is surrounded by the WA and lands of the Tahoe National Forest (TNF). It is important deer winter range and on the edge of a major deer migration corridor. Deer move through this area seasonally to and from winter ranges further east in California and in the State of Nevada. Deer also use it as summer range.

The property is utilized by a variety of other game and non-game species including California and mountain quail, doves, grouse, coyotes, bobcats and bear. Mountain lions have been well documented on the adjacent WA.

Incompatible uses of these private lands are/could be adverse to the goals and objectives of the management plan for the WA.

3. Geographical Location and Description

The project is located approximately four miles west of the town of Loyalton and two miles south of State Route 49 in eastern Sierra County. Access to the property is from highway 49 via the Antelope Valley Road, a dirt Sierra County road - Road 855.

The parcel is flat to moderately sloped with a north-east aspect. The elevation varies from 5120 to 5800 feet. The land is currently open space with the exception of one 40-acre parcel which is presently used as a year-round residence.

There are no improvements on the parcels except for the minimal, temporary improvements on the parcel which is used year-around. (Reitinger)

DRAFT

This project property is actually four 40-acre parcels owned by three individuals. The project is found in T21N, R15E, S28, MDBM. The titled owners are:

APN 016 050 0230 - 40 acres
APN 016 050 0240 - 40 acres
Owner - Lloyd Pearson
P.O. Box 785
Groveland, CA 95321

APN 016 050 0220 - 40 acres
Owner - Fred Van Sant
P.O. Box 980
Colfax, CA 95713

APN 016 050 0210 - 40 acres
Owner - John Reitinger
P.O. Box 892
Loyalton, CA 96118

4. Purpose of Acquisition

Acquisition of these parcels would enhance and protect the integrity of the WA by bringing these lands into public ownership. Conversely, development of these private lands would result in degradation of the existing WA through loss of habitat on the private land and result in unnecessary disturbance of wintering deer on the private, WA, and adjacent TNF lands. This disturbance would occur on-site as well as off-site along the county road which must be traversed for the two miles to gain access to these parcels from Highway 49.

The 160 acres is an in-holding within the WA and TNF lands. One mile of its two-mile property boundary is shared with the existing WA. The remainder is shared with the TNF. Acquisition would eliminate the inholding which, if developed, would compromise the integrity of the WA.

Habitats vary on the property. Those found on the subject property include eastside pine, juniper, bitterbrush and sagebrush. Some seasonally wet meadow is found on the property. Mountain mahogany provides an important understory. It is estimated that approximately 25% of the project is mixed eastside pine and juniper, with sagebrush and bitterbrush comprising about 60 %, and the remainder annual and perennial grasses, seasonal wet meadow and rock.

5. Management Objectives

Management objectives of this proposal are to preserve the integrity of the existing Antelope Valley WA as well as preservation of the habitat found on the parcel.

The DFG, Region 2, is signatory to the Antelope Valley Coordinated Resource Management Plan (CRMP) which promotes deer as the motivating resource consideration for management goals and activities in the drainage. Both private owners and public agencies (TNF and DFG) are signatory to the CRMP, although the owners of the subject parcels are not. The CRMP enables agencies to conduct wildlife habitat projects at any location in the CRMP area regardless of ownership, so long as the signatory owner/manager agrees to the activity.

6. Financial Information

a. Name and addresses of property owners:

Lloyd Pearson
P.O. Box 785
Groveland, CA 95321

Fred Van Sant
P.O. Box 980
Colfax, CA 96713

John Reitinger
P.O. Box 892
Loyalton, CA 96118

b. Outside contacts.

None available.

c. Sales price.

Not available.

d. Most suitable method for protection.

Mr. Pearson and Mr. Van Sant initiated contact with the LAE author and during these conversations indicated that they would be willing sellers if the appraisal meets their expectations. Mr. Reitinger has not been contacted.

Fee-title is considered the best method of protection as this is the last significant parcel of private land in the upper drainage.

e. Quality and quantity of encumbrances.

Not known.

f. Rough estimate of ongoing operations and maintenance expenses to maintain and restore the property.

Negligible. There also is potential income from timber harvest and grazing fees.

g. Rough estimate of personnel requirements.

None needed.

h. Does the property meet the criteria under Prop 70?

No.

I. Required start-up funds needed?

No.

7. Cultural Resources

None known, although there are recorded locations nearby on the WA.

8. Hazardous Materials

None known.

9. Local and Regional Issues

No significant opposition would be expected. The Sierra County Fish and Game Commission would be expected to support the proposal. The payment of in-lieu fees would mollify most local concerns.

State Senator - Tim Leslie

State Assembly Person - Bernie Richter

10. Threats

Mr. Reitinger's property is presently being developed for year-round residency. Mr. Pearson and Mr. Van Sant have indicated that they would be willing sellers.

11. Contact Persons in Region 2

Regional Lands Committee Representative:

Patricia Perkins, Senior Biologist

Person preparing this LAE:

Karl S. Kahre, Associate Wildlife Biologist,
Plumas-Sierra Unit.

Appendices

Vicinity map
USGS quad map
County Assessor's Parcel Map

Department of Fish and Game
Property Inventory Form

Property #: **00216** Parcel History #: **821761**

Property Name: ANTELOPE VALLEY WA Region: 2
Property AKA: MA Code: SFGWAANTE1 Area Class: WA
County: 46 SIERRA Multiple Counties: No Other Counties:
Property Purpose: 15 DEER WINTER RANGE Summary Purpose: 09 DEER HABITAT
Management Plan: Yes Plan Date: 2/1/1997 Type of Plan: DRAFT
Location of Property: 4 MILES SOUTHWEST OF LOYALTON

Grantor: REITINGER, JOHN Transaction Date: 9/24/1998
Manner Acquired: 0100 GRTD Title Insurance: Yes Control #: 46A WA 990122 40000
[1] State Fund: 262 HCF-P117 [2] State Fund: Multiple State Fund: No
[1] Federal Fund: [2] Federal Fund: O and M Fund:
Parcel Name: EXPANSION #4

WCB Project Name: ANTELOPE VALLEY WA, EXP. #3, 4, 5
Parcel Location: 1/2 MILE SOUTH OF PALEN RESERVOIR, WEST OF ANTELOPE VALLEY ROAD

Parcel Access: ANTELOPE VALLEY ROAD SOUTH OF HWY 49

Topographic (Quad) Name: ANTELOPE VALLEY
Topographic Map: Yes Orthophoto Map: No Access Map (Arcview): No SNA: No SNA #:
Acquisition Proposal: No Mitigation: No Permit Type:
[1] HCPB Mitigation #: [2] HCPB Mitigation #: [3] HCPB Mitigation #:
[1] PCA #: [2] PCA #: [3] PCA #: NCCP: No
[1] Purpose: 15 DEER WINTER RANGE [2] Purpose:
Summary Purpose: 09 DEER HABITAT Date Digitized: 5/3/1999 Title 14 Desig. Date: 8/29/1980
Property Mgmnt: DFG-2 Mgmnt Agrmnt Effective Date: Lease Effective Date:
Mgmnt Agrmnt Expiration Date: Lease Expiration Date: Term: In-Lieu Fee Date: 1/22/1999

Handicap Access: No Water Rights: Mineral Rights: Y Timber Rights:

Easements: ROAD, UTILITY, LOGGING

Improvements:

Comments: WINTER RANGE FOR LOYALTON-TRUCKEE DEER HERD.

State Land Cost:	$60,000.00	WCB Improvement Cost:		Federal Cost:	
Acquisition Cost:	$480.00	Donation/Mitigation Value:		Other Cost:	
State Improvement Cost:		City/County Cost:		In-Lieu Fees:	$408.00
Total State Cost:	$60,480.00	Taxes:			

County: 46 SIERRA City Code: TR #: 98-120A
Recorded Date: 1/22/1999 Book: 132 Page: 198 Document #: 127544
Comments: ACQUISITION COSTS APPROX $5,000.

Parcel Characteristic: 1000 Original Acreage: 40.00 Current Acreage: 40.00

Department of Fish and Game
Property Inventory Form

Property #: **00216**

Parcel History #: **821761**

APN: 00016-0050-0021 Meridian: MDBM Township: 21N Range: 15E Section: 28

Last Update: 6/8/2001

127544

127544

OFFICIAL RECORDS
RECORDING REQUESTED
BY ICTC

104652-TO

WHEN RECORDED MAIL TO

AFNF 99 JAN 22 PM 1:29

State of California
Wildlife Conservation Board
801 K Street, Suite 806
Sacramento, CA 95814

SIERRA COUNTY, CA
MARY J. JUNGI, RECORDER
VOL. 132 PG 098 FEE. N/C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Department of Fish and Game
Wildlife Conservation Board
Project: Antelope Valley Wildlife Area, Exp. #4
Parcel: Sierra County APN 016-050-021

JOHN REITINGER, an unmarried man, hereby GRANTS to the STATE OF CALIFORNIA the following described real property in the County of Sierra, State of California:

The Northeast quarter of the Southwest quarter of Section 28, Township 21 North, Range 15 East, M.D.B.&M.

DOCUMENTARY TRANSFER TAX $ 0
[ ] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
[ ] COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax-firm name

Dated: 9-24-98

John Reitinger

82-1761

CALIFORNIA

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF NEVADA)

On Sept 24, 98 before me, HANNA JARMOC, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, JOHN REITMEIER

personally known to me (or 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.

WITNESS my hand and official seal.

NOTARY PUBLIC SIGNATURE (SEAL)

HANNA JARMOC
Comm. #1077746
NOTARY PUBLIC - CALIFORNIA
NEVADA COUNTY
Comm. Exp. Nov. 15, 1999

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT GRANT DEED

DATE OF DOCUMENT Sept 24, 98 NUMBER OF PAGES 1

SIGNER(S) OTHER THAN NAMED ABOVE N/A

Antelope Valley WA, Exp. #4
Sierra County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 24, 1998 from John Reitinger to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on November 3, 1998, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date 11/3/98

APPROVED
Department of General Services

By
Senior Real Estate Officer
Real Estate Services
TR98-120A

127544

0200

Form No. 6084
California Land Title Association
Standard Coverage Policy Form - 1990

POLICY OF TITLE INSURANCE

ISSUED BY

NORTH AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, North American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY Gerald B Beery PRESIDENT

ATTEST _____ SECRETARY

NORTH AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPT 18, 1958
CALIFORNIA

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land;

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage:" a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "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 specifically 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, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverg this policy shall continue in force as of Date of Policy in favor of (i) insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of

insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant 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 Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant 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 an insured claimant provided to the Company pursuant to this Section 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 an insured claimant 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 this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and

continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy 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 and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

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

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or

wholly owned subsidiary of the insured corporation and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or government instrumentality which acquires all or any part of the estate or int pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance:** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured 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 any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, 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 any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such

paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute continue any litigation, and the policy shall be surrendered to Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall in no case exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, 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.

(b) In the event of litigation, including 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, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

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

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and

insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy 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.

15. SEVERABILITY.

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

16. 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 policy and shall be addressed to the Company at its main office at 114 East Fifth Street, Santa Ana, California, or to the office which issued this policy.

POLICY OF TITLE INSURANCE

NORTH AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Order No.: 104652

Policy No.: 189196 Date of Policy: 01/22/99 at 1:29 P.M.

Amount of Insurance: $60,000.00 Premium: $500.00

1. Name of Insured:

   State of California

2. The estate or interest in the land which is covered by this policy is:

   A Fee

3. Title to the estate or interest in the land is vested in :

   State of California

4. The land referred to in this policy is situated in the State of California, County of Sierra and described as follows:

   See Schedule "C" attached hereto and incorporated herein by reference

Countersigned: _____
Authorized Officer or Agent

CLTA Standard Coverage Policy Form
Schedule A

Policy No. 189196

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records or such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens of encumberances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Part II

1. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.

2. Any adverse claim based upon the assertion that:

   (a) Some portion of said land has been created by artificial means or has accreted to such portion so created.

   (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the river or stream hereinafter mentioned, or has been formed by accretion to any such portion.

   River or Stream: unnamed creek or stream.

3. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the river or stream above-mentioned.

Continued.....

SCHEDULE B, PART II (continued)

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Recorded	:	February 13, 1998, in Book 131, Page 358, Official Records.
Purpose	:	road, utility easement and for logging
Affects	:	a strip of land 30 feet in width over a Northerly portion

Policy No. 189196

SCHEDULE C

The land referred to in this policy is described as follows:

All that real property situated in the unincorporated area of the County of Sierra, State of California, more particularly described as follows:

The NE1/4 of the SW1/4 of Section 28, Township 21 North, Range 15 East, M.D.M.

APN:16-050-21

Department of Fish and Game
Property Inventory Form

Property #: 00216 Parcel History #: **821759**

Property Name: ANTELOPE VALLEY WA Region: 2
Property AKA: MA Code: SFGWAANTE1 Area Class: WA
County: 46 SIERRA Multiple Counties: No Other Counties:
Property Purpose: 15 DEER WINTER RANGE Summary Purpose: 09 DEER HABITAT
Management Plan: Yes Plan Date: 10/1/1992 Type of Plan: DRAFT
Location of Property: 4 MILES SOUTHWEST OF LOYALTON

Grantor: THE MISTY CORPORATION Transaction Date: 9/21/1998
Manner Acquired: 0200 COGD Title Insurance: Yes Control #: 46A WA 990120 40000
[1] State Fund: 262 HCF-P117 [2] State Fund: Multiple State Fund: No
[1] Federal Fund: [2] Federal Fund: O and M Fund:
Parcel Name: EXPANSION #5
Parcel Location: 1/2 MILE SOUTH OF PALEN RESERVOIR, WEST OF ANTELOPE VALLEY ROAD
Parcel Access: ANTELOPE VALLEY ROAD

Topographic (Quad) Name: ANTELOPE VALLEY
Topographic Map: Yes Orthophoto Map: No Access Map (Arcview): No SNA: No SNA #:
Acquisition Proposal: Yes Mitigation: No Permit Type:
[1] HCPB Mitigation #: [2] HCPB Mitigation #: [3] HCPB Mitigation #:
[1] PCA #: [2] PCA #: [3] PCA #: NCCP: No
[1] Purpose: 15 DEER WINTER RANGE [2] Purpose:
Summary Purpose: 09 DEER HABITAT Date Digitized: 5/3/1999 Title 14 Desig. Date: 8/29/1980
Property Mgmnt: DFG-2 Mgmnt Agrmnt Effective Date: Lease Effective Date:
Mgmnt Agrmnt Expiration Date: Lease Expiration Date: Term: In-Lieu Fee Date: 1/20/1999
Handicap Access: No Water Rights: Mineral Rights: Timber Rights:
Easements: ROAD & UTILITIES

Improvements:

Comments: ACQUISITION COSTS APPROX $5,000

State Land Cost:	$120,000.00	WCB Improvement Cost:		Federal Cost:	
Acquisition Cost:	$1,560.00	Donation/Mitigation Value:		Other Cost:	
State Improvement Cost:		City/County Cost:		In-Lieu Fees:	$275.81
Total State Cost:	$121,560.00	Taxes:			

County: 46 SIERRA City Code: TR #:
Recorded Date: 1/20/1999 Book: 132 Page: 173 Document #: 127531
Comments:

Parcel Characteristic: 1000 Original Acreage: 80.00 Current Acreage: 80.00

Department of Fish and Game
Property Inventory Form

Property #: **00216**

Parcel History #: **821759**

APN: 00016-0050-0023	Meridian: MDBM	Township: 21N	Range: 15E	Section: 28
APN: 00016-0050-0024	Meridian: MDBM	Township: 21N	Range: 15E	Section: 28

Last Update: 5/19/2000

12. 31

OFFICIAL RECORDS
RECORDING REQUESTED BY: Inter Co Title

127531

99 JAN 20 PM 1:26

SIERRA COUNTY, CA
MARY J. JUNGI, RECORDER

AGNT VOL. 132 PG 173 FEE No Charge

WHEN RECORDED MAIL TO

State of California
Wildlife Conservation Board
801 K Street, Suite 806
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

Agency: Department of Fish and Game
Wildlife Conservation Board
Project: Antelope Valley Wildlife Area, Exp. #5
Parcel: Sierra County APN 016-050-023 & 016-050-024

THE MISTY CORPORATION, a corporation organized under the laws of the State of Nevada, hereby GRANTS to the STATE OF CALIFORNIA the following described real property in the County of Sierra, State of California:

PARCEL ONE:

The Southeast 1/4 of the Northwest 1/4 of Section 28, Township 21 North, Range 15 East, M.D.B. & M.

APN: 016-050-024

PARCEL TWO:

The Southwest 1/4 of the Northwest 1/4 of Section 28, Township 21 North, Range 15 East, M.D.B. & M.

APN: 016-050-023

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized agent.

Dated: 9-21-98

THE MISTY CORPORATION

By: Daniel Hodges
DANIEL HODGES, Authorized Agent

By: Daniel Hodges

DOCUMENTARY TRANSFER TAX $ -0-
[ ] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
[ ] COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

D. Brown
Signature of declarant or agent determining tax-firm name

82-1759

RES-101 (Rev. 12/82)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of PLUMAS

On SEPTEMBER 21, 1998 (Date) before me, I. AMODEI, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared DANIEL HODGES (Name(s) of Signer(s)),

☐ personally known to me – **OR** – ☒ 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.

AAC1 I. AMODEI
COMM. # 1100025
NOTARY PUBLIC-CALIFORNIA
PLUMAS COUNTY
MY COMM. EXPIRES JUNE 9,2000 AAC1

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1995 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Antelope Valley WA, Exp. #5
Sierra County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 21, 1998 from The Misty Corporation to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on November 3, 1998, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date 11/3/98

APPROVED
Department of General Services

By
Senior Real Estate Officer
Real Estate Services
TR98 - 119A

127531

0175

Form No. 6056.92 (10/17/92)
ALTA Loan Policy - Form 1

POLICY OF TITLE INSURANCE

ISSUED BY

NORTH AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
   (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
   (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY _____ PRESIDENT

ATTEST _____ SECRETARY

NORTH AMERICAN TITLE INSURANCE COMPANY
INCORPORATED
SEPT 18, 1956
CALIFORNIA

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "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, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant 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 Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant 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 insured claimant provided to the Company pursuant to this Section 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 insured claimant 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 this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance or to

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy 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 and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title.** The coverage of this policy continue in force as of Date of Policy in favor of (i) an insured who acq. all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured 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 any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, 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 any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary

following options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, 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.

(b) In the event of any litigation, including 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, adverse to the title or to the lien of the insured mortgage, as insured.

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

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant 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 insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) **The Insured's Rights and Limitations.**

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy 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.

15. SEVERABILITY.

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

16. 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 policy and be addressed to it at its main office at 2185 N. California Blvd., Suite 575, Walnut Creek, California 94596.

SCHEDULE A

Order No.: 104654

Policy No.: 189100 Date of Policy: 01/20/99 at 1:26 P.M.

Amount of Insurance: $120,000.00 Premium: $677.00

1. Name of Insured:

   State of California

2. The estate or interest in the land which is covered by this policy is:

   A Fee

3. Title to the estate or interest in the land is vested in :

   State of California

4. The land referred to in this policy is situated in the State of California, County of Sierra and described as follows:

   See Schedule "C" attached hereto and incorporated herein by reference

Countersigned: _____
Authorized Officer or Agent

CLTA Standard Coverage Policy Form
Schedule A

Policy No. 189100

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records or such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
4. Easements, liens of encumberances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

Part II

1. Rights of the public in and to so much of the herein described land as lies within the boundaries of any public highway or road.

2. Any adverse claim based upon the assertion that:

   (a) Some portion of said land has been created by artificial means or has accreted to such portion so created.

   (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the river or stream hereinafter mentioned, or has been formed by accretion to any such portion.

   River or Stream: unnamed creek or stream.

3. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of the river or stream above-mentioned.

Continued.....

SCHEDULE B, PART II (continued)

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Recorded	:	October 9, 1997, in Book 130, Page 4526, Official Records.
Purpose	:	roadway and utilities
Affects	:	The exact location and extent of said easement is not disclosed of record.

Policy No. 189100

SCHEDULE C

The land referred to in this policy is described as follows:

All that real property situated in the unincorporated area of the County of Sierra, State of California, more particularly described as follows:

PARCEL ONE:

The Southeast 1/4 of the Northwest 1/4 of Section 28, Township 21 North, Range 15 East, M.D.B. & M.

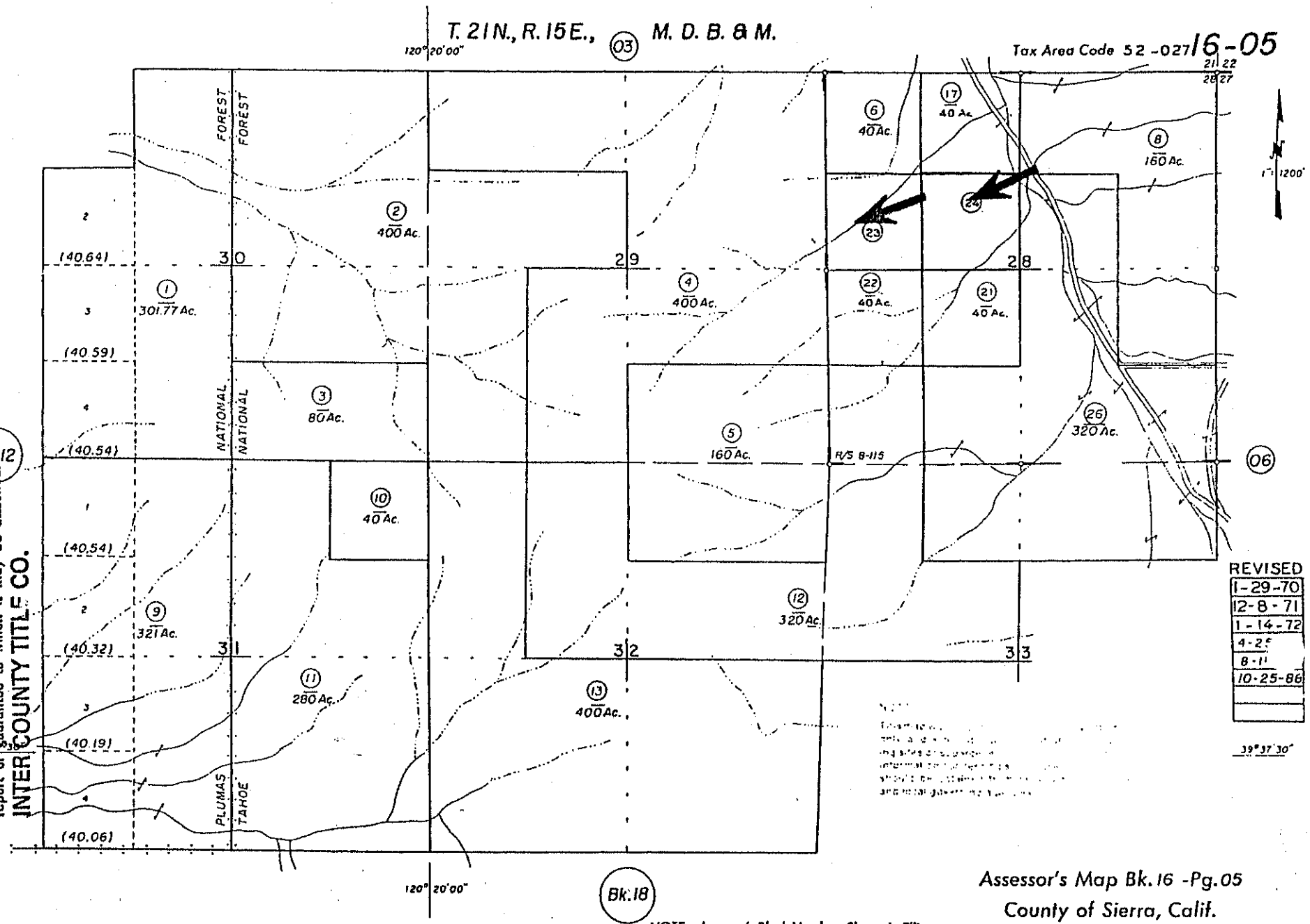
APN: 016-050-024

PARCEL TWO:

The Southwest 1/4 of the Northwest 1/4 of Section 28, Township 21 North, Range 15 East, M.D.B. & M.

APN: 016-050-023

N·REDI SCALE IN 1/10 OF AN INCH 1 2 3 4 5 6 1-800-345-7334



"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."
INTER COUNTY TITLE CO.

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

Assessor's Map Bk. 16 -Pg. 05
County of Sierra, Calif.
1964

DRAFT

LAND ACQUISITION EVALUATION
Expansion of Antelope Valley Wildlife Area

1. Site Name

This project is a proposed 160 acre addition to the 5,455.8 acre Antelope Valley Wildlife Area (WA) in eastern Sierra County.

2. Summary

The subject property is surrounded by the WA and lands of the Tahoe National Forest (TNF). It is important deer winter range and on the edge of a major deer migration corridor. Deer move through this area seasonally to and from winter ranges further east in California and in the State of Nevada. Deer also use it as summer range.

The property is utilized by a variety of other game and non-game species including California and mountain quail, doves, grouse, coyotes, bobcats and bear. Mountain lions have been well documented on the adjacent WA.

Incompatible uses of these private lands are/could be adverse to the goals and objectives of the management plan for the WA.

3. Geographical Location and Description

The project is located approximately four miles west of the town of Loyalton and two miles south of State Route 49 in eastern Sierra County. Access to the property is from highway 49 via the Antelope Valley Road, a dirt Sierra County road - Road 855.

The parcel is flat to moderately sloped with a north-east aspect. The elevation varies from 5120 to 5800 feet. The land is currently open space with the exception of one 40-acre parcel which is presently used as a year-round residence.

There are no improvements on the parcels except for the minimal, temporary improvements on the parcel which is used year-around. (Reitinger)

DRAFT

This project property is actually four 40-acre parcels owned by three individuals. The project is found in T21N, R15E, S28, MDBM. The titled owners are:

APN 016 050 0230 - 40 acres
APN 016 050 0240 - 40 acres
Owner - Lloyd Pearson
P.O. Box 785
Groveland, CA 95321

APN 016 050 0220 - 40 acres
Owner - Fred Van Sant
P.O. Box 980
Colfax, CA 95713

APN 016 050 0210 - 40 acres
Owner - John Reitinger
P.O. Box 892
Loyalton, CA 96118

4. Purpose of Acquisition

Acquisition of these parcels would enhance and protect the integrity of the WA by bringing these lands into public ownership. Conversely, development of these private lands would result in degradation of the existing WA through loss of habitat on the private land and result in unnecessary disturbance of wintering deer on the private, WA, and adjacent TNF lands. This disturbance would occur on-site as well as off-site along the county road which must be traversed for the two miles to gain access to these parcels from Highway 49.

The 160 acres is an in-holding within the WA and TNF lands. One mile of its two-mile property boundary is shared with the existing WA. The remainder is shared with the TNF. Acquisition would eliminate the inholding which, if developed, would compromise the integrity of the WA.

Habitats vary on the property. Those found on the subject property include eastside pine, juniper, bitterbrush and sagebrush. Some seasonally wet meadow is found on the property. Mountain mahogany provides an important understory. It is estimated that approximately 25% of the project is mixed eastside pine and juniper, with sagebrush and bitterbrush comprising about 60 %, and the remainder annual and perennial grasses, seasonal wet meadow and rock.

5. Management Objectives

Management objectives of this proposal are to preserve the integrity of the existing Antelope Valley WA as well as preservation of the habitat found on the parcel.

The DFG, Region 2, is signatory to the Antelope Valley Coordinated Resource Management Plan (CRMP) which promotes deer as the motivating resource consideration for management goals and activities in the drainage. Both private owners and public agencies (TNF and DFG) are signatory to the CRMP, although the owners of the subject parcels are not. The CRMP enables agencies to conduct wildlife habitat projects at any location in the CRMP area regardless of ownership, so long as the signatory owner/manager agrees to the activity.

6. Financial Information

a. Name and addresses of property owners:

Lloyd Pearson
P.O. Box 785
Groveland, CA 95321

Fred Van Sant
P.O. Box 980
Colfax, CA 96713

John Reitinger
P.O. Box 892
Loyalton, CA 96118

b. Outside contacts.

None available.

c. Sales price.

Not available.

d. Most suitable method for protection.

Mr. Pearson and Mr. Van Sant initiated contact with the LAE author and during these conversations indicated that they would be willing sellers if the appraisal meets their expectations. Mr. Reitinger has not been contacted.

Fee-title is considered the best method of protection as this is the last significant parcel of private land in the upper drainage.

e. Quality and quantity of encumbrances.

Not known.

f. Rough estimate of ongoing operations and maintenance expenses to maintain and restore the property.

Negligible. There also is potential income from timber harvest and grazing fees.

g. Rough estimate of personnel requirements.

None needed.

h. Does the property meet the criteria under Prop 70?

No.

I. Required start-up funds needed?

No.

7. Cultural Resources

None known, although there are recorded locations nearby on the WA.

8. Hazardous Materials

None known.

9. Local and Regional Issues

No significant opposition would be expected. The Sierra County Fish and Game Commission would be expected to support the proposal. The payment of in-lieu fees would mollify most local concerns.

State Senator - Tim Leslie

State Assembly Person - Bernie Richter

10. Threats

Mr. Reitinger's property is presently being developed for year-round residency. Mr. Pearson and Mr. Van Sant have indicated that they would be willing sellers.

11. Contact Persons in Region 2

Regional Lands Committee Representative:

Patricia Perkins, Senior Biologist

Person preparing this LAE:

Karl S. Kahre, Associate Wildlife Biologist,
Plumas-Sierra Unit.

Appendices

Vicinity map
USGS quad map
County Assessor's Parcel Map