

CONTRACT ROUTING SHEET

BOARD OF SUPERVISORS
EL DORADO COUNTY

Date Prepared: 11/7/07

Need Date: 11/7/07

PROCESSING DEPARTMENT: 2007 NOV -7 PM 3: 00

Department: General Services

Dept. Contact: Deb Lane

Phone #: 5933

Department Head Signature: _____

[Signature]
George Sanders, Deputy Director

CONTRACTOR:

Name: American River Conservancy

Address: 1669-1671 Chili Bar Court

Placerville, Ca 95667

Phone: (530) 622-3260 Jenni Young

CONTRACTING DEPARTMENT: General Services

Service Requested: Acquisition for the transfer of Parcels 089-180-035,036, & 037 to EDC

Contract Term: Closing date 11/14/07 Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 11-7-07 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE	<u>11/7/2007</u>
ATTORNEY	<u>RCS</u>
DEPT./INDEX NO.	<u>141200</u>
BY:	<u>JH</u>

EL DORADO COUNTY COUNSEL
2007 NOV -7 AM 1:11

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Updated 11/02/2007



First American Title Insurance Company

670 Placerville Drive, #1A
Placerville, CA 95667

Escrow Officer:	Jenni Young (JY)
Phone:	(530)622-3260
Fax No.:	(866)317-2319
E-Mail:	jryoung@firstam.com
E-Mail Loan Documents to:	TahoeFoothillsEdocs@firstam.com
Buyer:	American River Conservancy
Owner:	DeChant
Property:	1669-1671 Chili Bar Court Placerville, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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Dated as of October 25, 2007 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1992 ALTA Owner's Policy (10-17-92) with Regional Exceptions

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Richard A. DeChant and Marianne DeChant, husband and wife, as community property, as to
Parcels One and Two;

Richard A. DeChant and Marianne DeChant, husband and wife, as joint tenants, as to Parcels
Three, Four and Five.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said
policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2007-2008.

First Installment:	\$1,801.43, PAID
Penalty:	\$0.00
Second Installment:	\$1,801.43, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	090-038
A. P. No.:	089-180-37-100

(Affects Parcels One, Two and Three)

1a. General and special taxes and assessments for the fiscal year 2007-2008.

First Installment:	\$73.71, PAID
Penalty:	\$0.00
Second Installment:	\$73.71, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	090-038
A. P. No.:	089-180-35-100

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(Affects Parcel Four)

- 1b. General and special taxes and assessments for the fiscal year 2007-2008.
- | | |
|---------------------|------------------|
| First Installment: | \$79.30, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$79.30, PAYABLE |
| Penalty: | \$0.00 |
| Tax Rate Area: | 090-038 |
| A. P. No.: | 089-180-36-100 |

(Affects Parcel Five)

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights of the public in and to that portion of the land lying within the exterior boundaries of a County and/or State Road.
4. The rights of the public to use or pass through subject property for recreational purposes based upon the claim or asserted claim that such public rights have been or may be established by documented or otherwise proven use for a period of time.
5. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water.
6. An easement for poles and wires and incidental purposes, recorded March 1, 1951 as Book 293, Page 103 of Official Records.
In Favor of: United States of America
Affects: A portion of Parcel Five
7. An easement for road and incidental purposes, recorded March 31, 1972 as Book 1114, Page 402 of Official Records.
In Favor of: Bill Carl Long, et ux
Affects: A portion of the land
8. The terms and provisions contained in the document entitled "Notice of Non-Compliance" recorded August 18, 1983 as Book 2199, Page 423 of Official Records.
9. Easement for non-commercial roadway as set forth in "Judgement" issued out of the Superior Court of the State of California for the County of El Dorado, Case No. 42165, recorded January 3, 1986, in Book 2521 of Official Records, at Page 384.
10. The interest of the State of California to the following described property, acquired in Grant Deed executed by James D. Kain and Nancy C. Kain to the State of California, recorded August 5, 1991, in Book 3604 of Official Records, at Page 223.

That portion of the Southeast 1/4 of Section 26, T.11 N., R.10 E., M.D.M., described as follows:

Beginning at the Southeast corner of said Section 26; Thence from said point of beginning along

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the South line of said Section 26 South 87 degrees 15' 55" West 9.37 feet; thence leaving said South line from a tangent that bears North 25 degrees 58' 18" East along a curve to the right with a radius of 950.00 feet, through an angle of 01 degrees 21' 08", an arc distance of 22.42 feet to a point in the East line of said Section 26; thence along said East line South 02 degrees 01' 35" West 19.60 feet to the point of beginning.

11. An easement for conservation and incidental purposes, recorded July 01, 1994 as Instrument No. 040346 in Book 4302, Page 181 of Official Records.
In Favor of: The American River Land Trust, a nonprofit California public benefit corporation
Affects: A portion of the land
12. The terms and provisions contained in the document entitled "Environmental Enhancement and Mitigation Program Agreement Declaring Restrictive Covenants" recorded July 01, 1994 as Instrument No. 040347 in Book 4302, Page 196 of Official Records.
13. A deed of trust to secure an original indebtedness of \$17,600.00 recorded October 20, 1997 as Instrument No. 052541 in Book 5017, Page 157 of Official Records.
Dated: August 20, 1997
Trustor: Richard Alan DeChant who acquired title as Richard A. DeChant and Marianne Moore who acquired title as Marianne DeChant
Trustee: GT Service Corp., a California corporation
Beneficiary: U.S. Small Business Administration, an agency of the U.S. Government
14. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 1669-1671 Chili Bar Court, Placerville, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 - a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to

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the contemplated transaction;

- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendment;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

- a. A copy of its operating agreement and any amendments thereto;
- b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
- c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
- d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:

- (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 EAST, MDB&M, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL, A 2 INCH CAPPED IRON PIPE AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE FROM SAID POINT OF BEGINNING, AND ALONG THE EAST LINE OF SAID SECTION 26, NORTH 01 DEGREES 20' EAST 130.38 FEET TO A POINT IN THE NORTHEASTERLY PROJECTION OF THE CENTERLINE OF A 20 FOOT ROAD AND IN THE PAVEMENT OF THE COUNTY ROAD LEADING FROM PLACERVILLE TO GEORGETOWN; THENCE, CONTINUING NORTH 01 DEGREES 20' EAST 20.79 FEET TO A 3/4 INCH CAPPED IRON PIPE; THENCE, LEAVING SAID SECTION LINE, NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A SIMILAR PIPE; THENCE, NORTH 52 DEGREES 50' WEST 89.44 FEET TO A SIMILAR PIPE; THENCE, NORTH 64 DEGREES 03' 20" WEST 156.34 FEET TO A SIMILAR PIPE; THENCE, NORTH 46 DEGREES 52' 30" WEST 179.09 FEET TO A SIMILAR PIPE; THENCE, SOUTH 74 DEGREES 20' 40" WEST 213.71 FEET TO A SIMILAR PIPE; THENCE, SOUTH 04 DEGREES 32' WEST 107.77 FEET TO A POINT IN THE CENTERLINE OF SAID 20 FOOT ROAD; AND CONTINUING SOUTH 04 DEGREES 32' WEST 22.12 FEET TO A 3/4 INCH CAPPED IRON PIPE ON THE SOUTHWESTERLY SIDE OF SAID ROAD; THENCE, CONTINUING SOUTH 04 DEGREES 32' WEST 209.30 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS EAST 641.27 FEET; THENCE CONTINUING SOUTH 04 DEGREES 32' WEST 20.27 FEET TO A LARGE ROCK IN THE CENTERLINE OF THE SOUTH FORK OF THE AMERICAN RIVER; THENCE, ALONG SAID RIVER CENTERLINE, SOUTH 36 DEGREES 00' EAST 248.03 FEET; AND NORTH 85 DEGREES 00' EAST 421.80 FEET TO A POINT IN THE CENTERLINE OF THE CHILI BAR BRIDGE; THENCE, ALONG SAID CENTERLINE, NORTH 15 DEGREES 20' EAST 191.00 FEET; THENCE LEAVING SAID BRIDGE CENTERLINE, EAST 26.38 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 EAST, MDB&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED A 3/4 INCH CAPPED IRON PIPE IN THE EAST LINE OF SAID SECTION 26, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 26, A 2 INCH CAPPED IRON PIPE BEARS SOUTH 01 DEGREES 20' WEST 151.17 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A 3/4 INCH CAPPED IRON PIPE THENCE NORTH 52 DEGREES 50' WEST 89.44 FEET TO A SIMILAR PIPE, THENCE NORTH 64 DEGREES 08' 20" WEST 156.34 FEET TO A SIMILAR PIPE, THENCE NORTH 01 DEGREES 20' EAST TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER THENCE ALONG SAID NORTH LINE EASTERLY 280 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 01 DEGREES 20' WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B. &M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH LYING NORTHERLY OF, ADJACENT TO AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE EASTERLY TERMINUS THEREOF, A 3/4 INCH CAPPED IRON PIPE IN THE EAST LINE OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26, A 2 INCH CAPPED IRON PIPE BEARS SOUTH 01 DEGREES 20' WEST 151.17 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A 3/4 INCH CAPPED IRON PIPE, THENCE NORTH 52 DEGREES 50' WEST 89.94 FEET TO A SIMILAR PIPE; THENCE NORTH 64 DEGREES 08' 20" WEST 156.34 FEET TO A SIMILAR PIPE THE TERMINUS OF SAID LINE.

PARCEL THREE:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25, DISTANT N 02° 01' 35" E 19.60 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST LINE N 02° 01' 35" E 83.69 FEET; THENCE LEAVING SAID WEST LINE N 76° 33' 35" E 56.00 FEET; THENCE FROM A TANGENT THAT BEARS S 34° 06' 29" W ALONG A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET, THROUGH AN ANGLE OF 06° 47' 03", AN ARC DISTANCE OF 112.49 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A PORTION OF THAT TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M. DESCRIBED IN DEED TO STATE OF CALIFORNIA RECORDED SEPTEMBER 18, 1991 IN BOOK 3630, PAGE 39, OFFICIAL RECORDS OF EL DORADO COUNTY.

SAID PORTION IS THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25 BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND S 89° 18' 25" E 270.98 FEET; THENCE LEAVING SAID SOUTHERLY LINE N 25° 52' 16" E 36.58 FEET; THENCE N 39° 54' 26" E 86.29 FEET TO A POINT IN THE NORTHERLY LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTHERLY LINE N 89° 18' 25" W 338.77 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 25; THENCE ALONG SAID WEST LINE S 02° 01' 35" W 99.99 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25 BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED NOVEMBER 3, 1988, IN BOOK 3040, PAGE 765, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND N 76° 33' 35" E 104.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE ALONG THE

EASTERLY LINE OF SAID TRACT OF LAND S 02° 01' 35" W 166.26 FEET; THENCE LEAVING SAID EASTERLY LINE FROM A TANGENT THAT BEARS N 39° 07' 32" E ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 950.00 FEET, THROUGH AN ANGLE OF 00° 46' 54", AN ARC DISTANCE OF 12.96 FEET; THENCE N 39° 54' 26" E 95.49 FEET; THENCE N 32° 18' 45" E 151.33 FEET; THENCE N 25° 52' 16" E 66.50 FEET TO A POINT IN THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO STATE OF CALIFORNIA RECORDED JANUARY 14, 1992 IN BOOK 3699, PAGE 565, SAID OFFICIAL RECORDS; THENCE ALONG LAST SAID NORTHERLY LINE N 89° 18' 25" N 270.98 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 25; THENCE ALONG SAID WEST LINE S 02° 01' 35" W 132.58 FEET TO THE POINT OF BEGINNING.

APN: 089-180-37-100 (PARCELS ONE, TWO and THREE)
089-180-35-100 (PARCEL FOUR)
and 089-180-36-100 (PARCEL FIVE)

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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:

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 notice 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 which may be asserted by 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.

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 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.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. 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 of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records 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 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

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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 estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. 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.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records 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 (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

First American Title

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
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 (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 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 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.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

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:

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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

First American Title

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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest 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 estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy 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.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

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 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

First American Title

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

 This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
 This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

First American Title

- (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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

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:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

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 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

First American Title

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**15. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 14 above are used and the following exceptions to coverage appear in the policy.

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:
1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

First American Title

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 (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10);or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**17. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 16 above are used and the following exceptions to coverage appear in the policy.

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:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PORS. SECS. 25, 26, 35, TIIN, RIDE, M.D.M.

Tax Area Code

89:18

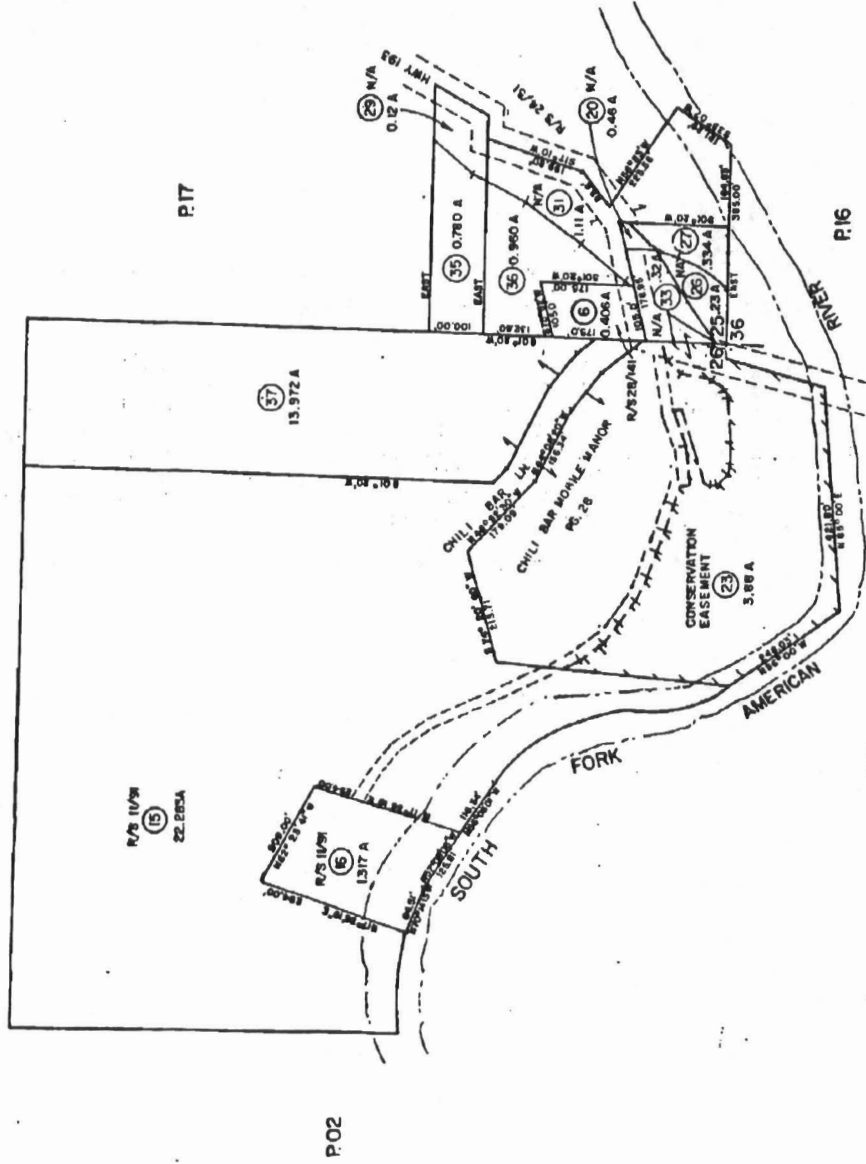


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NOTE - Assessor's Sheet Numbers Shown in Rectangles
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Blk. 89 - Pg. 18
County of El Dorado, California
FEB 22 2006

RECORDING REQUESTED BY

First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

El Dorado County
360 Fair Lane
Placerville, CA 95667

Space Above This Line for Recorder's Use Only

A.P.N.: 089-180-37-100 and 089-180-36
and 089-180-35-100

File No.: 0901-2833287-A (JY)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of , and
- Exempt from transfer tax; Reason: R & T 11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the American River Conservancy, a California Non-Profit Corporation

hereby GRANT(s) to **The County of El Dorado**

the following described property in the unincorporated area of **Placerville**, County of **El Dorado**, State
of **California**:

PARCEL ONE:

**ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 26 AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION
35, TOWNSHIP 11 NORTH, RANGE 10 EAST, MDB&M, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

Mail Tax Statements To: **SAME AS ABOVE**

BEGINNING AT A POINT IN THE EAST LINE OF SAID PARCEL, A 2 INCH CAPPED IRON PIPE AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE FROM SAID POINT OF BEGINNING, AND ALONG THE EAST LINE OF SAID SECTION 26, NORTH 01 DEGREES 20' EAST 130.38 FEET TO A POINT IN THE NORTHEASTERLY PROJECTION OF THE CENTERLINE OF A 20 FOOT ROAD AND IN THE PAVEMENT OF THE COUNTY ROAD LEADING FROM PLACERVILLE TO GEORGETOWN; THENCE, CONTINUING NORTH 01 DEGREES 20' EAST 20.79 FEET TO A 3/4 INCH CAPPED IRON PIPE; THENCE, LEAVING SAID SECTION LINE, NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A SIMILAR PIPE; THENCE, NORTH 52 DEGREES 50' WEST 89.44 FEET TO A SIMILAR PIPE; THENCE, NORTH 64 DEGREES 03' 20" WEST 156.34 FEET TO A SIMILAR PIPE; THENCE, NORTH 46 DEGREES 52' 30" WEST 179.09 FEET TO A SIMILAR PIPE; THENCE, SOUTH 74 DEGREES 20' 40" WEST 213.71 FEET TO A SIMILAR PIPE; THENCE, SOUTH 04 DEGREES 32' WEST 107.77 FEET TO A POINT IN THE CENTERLINE OF SAID 20 FOOT ROAD; AND CONTINUING SOUTH 04 DEGREES 32' WEST 22.12 FEET TO A 3/4 INCH CAPPED IRON PIPE ON THE SOUTHWESTERLY SIDE OF SAID ROAD; THENCE, CONTINUING SOUTH 04 DEGREES 32' WEST 209.30 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS EAST 641.27 FEET; THENCE CONTINUING SOUTH 04 DEGREES 32' WEST 20.27 FEET TO A LARGE ROCK IN THE CENTERLINE OF THE SOUTH FORK OF THE AMERICAN RIVER; THENCE, ALONG SAID RIVER CENTERLINE, SOUTH 36 DEGREES 00' EAST 248.03 FEET; AND NORTH 85 DEGREES 00' EAST 421.80 FEET TO A POINT IN THE CENTERLINE OF THE CHILI BAR BRIDGE; THENCE, ALONG SAID CENTERLINE, NORTH 15 DEGREES 20' EAST 191.00 FEET; THENCE LEAVING SAID BRIDGE CENTERLINE, EAST 26.38 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 EAST, MDB&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED A 3/4 INCH CAPPED IRON PIPE IN THE EAST LINE OF SAID SECTION 26, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 26, A 2 INCH CAPPED IRON PIPE BEARS SOUTH 01 DEGREES 20' WEST 151.17 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A 3/4 INCH CAPPED IRON PIPE THENCE NORTH 52 DEGREES 50' WEST 89.44 FEET TO A SIMILAR PIPE, THENCE NORTH 64 DEGREES 08' 20" WEST 156.34 FEET TO A SIMILAR PIPE, THENCE NORTH 01 DEGREES 20' EAST TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER THENCE ALONG SAID NORTH LINE EASTERLY 280 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 01 DEGREES 20' WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B. &M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH LYING NORTHERLY OF, ADJACENT TO AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

Date: 11/05/2007

BEGINNING AT THE EASTERLY TERMINUS THEREOF, A 3/4 INCH CAPPED IRON PIPE IN THE EAST LINE OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26, A 2 INCH CAPPED IRON PIPE BEARS SOUTH 01 DEGREES 20' WEST 151.17 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 38 DEGREES 23' 30" WEST 101.78 FEET TO A 3/4 INCH CAPPED IRON PIPE, THENCE NORTH 52 DEGREES 50' WEST 89.94 FEET TO A SIMILAR PIPE; THENCE NORTH 64 DEGREES 08' 20" WEST 156.34 FEET TO A SIMILAR PIPE THE TERMINUS OF SAID LINE.

PARCEL THREE:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25, DISTANT N 02° 01' 35" E 19.60 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST LINE N 02° 01' 35" E 83.69 FEET; THENCE LEAVING SAID WEST LINE N 76° 33' 35" E 56.00 FEET; THENCE FROM A TANGENT THAT BEARS S 34° 06' 29" W ALONG A CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET, THROUGH AN ANGLE OF 06° 47' 03", AN ARC DISTANCE OF 112.49 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A PORTION OF THAT TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M. DESCRIBED IN DEED TO STATE OF CALIFORNIA RECORDED SEPTEMBER 18, 1991 IN BOOK 3630, PAGE 39, OFFICIAL RECORDS OF EL DORADO COUNTY.

SAID PORTION IS THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25 BEING THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND S 89° 18' 25" E 270.98 FEET; THENCE LEAVING SAID SOUTHERLY LINE N 25° 52' 16" E 36.58 FEET; THENCE N 39° 54' 26" E 86.29 FEET TO A POINT IN THE NORTHERLY LINE OF SAID TRACT OF LAND; THENCE ALONG SAID NORTHERLY LINE N 89° 18' 25" W 338.77 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 25; THENCE ALONG SAID WEST LINE S 02° 01' 35" W 99.99 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, T.11N., R.10E., M.D.M. DESCRIBED AS FOLLOWS:

Date: 11/05/2007

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 25 BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED NOVEMBER 3, 1988, IN BOOK 3040, PAGE 765, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND N 76° 33' 35" E 104.99 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE ALONG THE EASTERLY LINE OF SAID TRACT OF LAND S 02° 01' 35" W 166.26 FEET; THENCE LEAVING SAID EASTERLY LINE FROM A TANGENT THAT BEARS N 39° 07' 32" E ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 950.00 FEET, THROUGH AN ANGLE OF 00° 46' 54", AN ARC DISTANCE OF 12.96 FEET; THENCE N 39° 54' 26" E 95.49 FEET; THENCE N 32° 18' 45" E 151.33 FEET; THENCE N 25° 52' 16" E 66.50 FEET TO A POINT IN THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO STATE OF CALIFORNIA RECORDED JANUARY 14, 1992 IN BOOK 3699, PAGE 565, SAID OFFICIAL RECORDS; THENCE ALONG LAST SAID NORTHERLY LINE N 89° 18' 25" N 270.98 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 25; THENCE ALONG SAID WEST LINE S 02° 01' 35" W 132.58 FEET TO THE POINT OF BEGINNING.

Dated: 11/05/2007

the American River Conservancy, a California Non Profit Corporation

Alan Ehr Gott, Executive Director

STATE OF _____)SS
COUNTY OF _____)

On _____, before me, _____
Notary Public, 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

My Commission Expires: _____

This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

WHEN RECORDED RETURN TO:

County Of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667


CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property known as **Assessor's Parcel Numbers 089-180-35, 089-180-36, and 089-180-37**, consisting of a certain portion of each, for a combined 15.71 acres, conveyed by that certain Grant Deed dated _____, from **American River Conservancy.**, to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors on Tuesday, **November 6, 2007**, and the Grantee hereby consents to the recordation thereof by its duly authorized officer.

Dated this 6th day of **November**, 2007.

COUNTY OF EL DORADO

By: _____

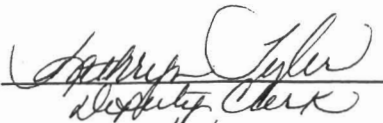

RON BRIGGS SECOND VICE-CHAIRMAN
Board of Supervisors

ATTEST:

Cindy Keck
Clerk of the Board of Supervisors

By: _____

Dated: _____


Deputy Clerk
11/6/07



First American Title Company

670 Placerville Drive, #1A • Placerville, CA 95667

Buyer's Estimated Settlement Statement

Property: 1669-1671 Chili Bar Court, Placerville, CA 95667

File No: 0901-2833287-A

Officer: Jenni Young/JY

New Loan No:

Settlement Date:

Disbursement Date:

Print Date: 11/6/2007, 9:51 AM

Buyer: County of El Dorado

Address: 360 Fair Lane, Placerville, CA 95667

Seller: American River Conservancy

Address: 1669-1671 Chili Bar Court, Placerville, CA 95667

Charge Description	Buyer Charge	Buyer Credit
Consideration:		
Total Consideration	1,165,000.00	
Adjustments:		
Bargain Sale		1,165,000.00
Totals	1,165,000.00	1,165,000.00

Notice - This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of the Settlement Statement.

BUYER(S):

County of El Dorado

By: Authorized County Officer

RON BRIGGS SECOND VICE-CHAIRMAN 11/6/07

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By DEPUTY

11/6/07



First American Title Company
670 Placerville Drive, #1A, Placerville, CA 95667
Phone - (530)622-3260 Fax - (866)317-2319

ADDITIONAL CLOSING INSTRUCTIONS

To: **First American Title Company**
Jenni Young, Escrow Officer

File No.: **0901-2833287-A (JY)**
Date: **November 06, 2007**
Estimated Closing Date:

Re: **1669-1671 Chili Bar Court, Placerville, CA 95667 ("Property")**
County of El Dorado ("Buyer")

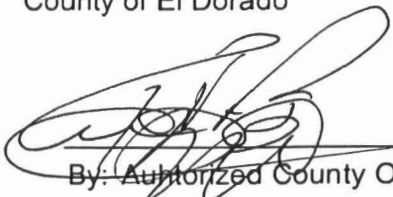
First American Title shall not be concerned with the following matters in regard to this escrow:

1. Environmental Management Dept. and any affect they may have as to the condition and manner in which title is held (This item will be made an exception to the policy of title insurance provided to the county.
2. The Transfer of Alcoholic Beverage Liscense. Same shall be handled outside of escrow between the parties hereto.
3. The transfer, if any, of ownership of the single wide trailer. Same, shall be handled outside of escrow between the parties here.

American River Conservancy

By: Alan Ehrgott, Executive Director

County of El Dorado



By: Authorized County Officer 11/6/07
RON BRIGGS SECOND VICE-CHAIRMAN

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By 

DEPUTY 11/6/07



First American Title Company
670 Placerville Drive, #1A, Placerville, CA 95667
Phone - (530)622-3260 Fax - (866)317-2319

SALE CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company**
Jenni Young, Escrow Officer

File No.: **0901-2833287-A (JY)**

Date: **November 06, 2007**

Estimated Closing Date:

Re: **1669-1671 Chili Bar Court, Placerville, CA 95667 ("Property")**
County of El Dorado ("Buyer")

The undersigned hand you funds and documents required to close escrow, and instruct you to do so under the following terms and conditions, upon receipt of all such funds and documents, and when you are in a position to issue a title insurance policy as described below.

Final Approvals: Buyer and Seller acknowledge that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

Vesting: Buyer directs that title to the Property be vested as follows:

County of El Dorado

Grant Deed: Escrow Holder is instructed to complete Grant Deed over Seller's signature, if necessary, to comply with Buyer's written vesting instructions.

Title Approval: Buyer acknowledges that the Policy of Title Insurance for the Property will be subject to the following without limitation:

1. All general and special taxes, assessments and/or bonds not delinquent.
2. Exceptions numbered **3 thru 12 and the Memorandum of unrecorded Grant Agreement to record prior to the Grant Deed in favor of El Dorado County**, inclusive, as shown in the Preliminary Report/Commitment dated **updated 11-02-07**, issued in connection with this escrow, a copy of which has been reviewed by Buyer.
3. Deed(s) of Trust executed by Buyer as part of this escrow (if applicable).

Estimated Settlement Statement: Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" without further instruction from the parties hereto.

Escrow not responsible for payment of bills: The undersigned acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

Prorations: All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

Warranty Regarding Encumbrances: The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust or Mortgages affecting the property, other than those shown on the preliminary report described herein. Initials _____

Proceeds: Seller directs that the proceeds check be:

- | | |
|---|---|
| <input type="checkbox"/> Held for pick up at this office | <input type="checkbox"/> Delivered to Seller's Agent |
| <input type="checkbox"/> Mailed to the address below | <input type="checkbox"/> Sent via next day mail (Additional \$15.00 charge) |
| <input type="checkbox"/> Sent via certified mail | <input type="checkbox"/> Other: _____ |
| <hr/> | |
| <input type="checkbox"/> Sent via wire transfer (Additional \$15.00 charge) | |
| (if checked, Attach wiring instructions of receiving bank) | |
| Note: Receiving Banks may impose a charge for the receipt of any wire transfers. | |

Additional Agreements: The parties further agree to the following:

Funds Held Fee: In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

Document/Funds Delivery: After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

Escrow General Provisions: The parties acknowledge receipt of the Escrow General Provisions which are incorporated herein by reference.

SELLER:

American River Conservancy

By: Alan Ehrgott, Executive Director

Please indicate your forwarding address and phone number:

Phone: _____

WILSON JONES

0730 Curran

Prepared By	Index	Date
Approved By		

EXPIRES	IDEM #	AMOUNT	BALANCE
7/08	EA000230	1800	1800
7/08	201209085	250	250
5/10/08	0004371	55	55
9/08	091007155	180	180
10/08	07911037140	180	180
11/08	100351100	78	78
12/08	150136100	77	77

Need to get \$ amount for * but it expires in one month so no big deal.

BUYER:

County of El Dorado


By: Authorized County Officer *11/6/07*

RON BRIGGS SECOND VICE-CHAIRMAN

Please indicate your forwarding address and phone number:

Phone: _____

**ATTEST: CINDY KECK, Clerk
of the Board of Supervisors**

By 
DEPUTY *11/6/07*