In support of SPIs' fee ownership of the lands included in the Sac Canyon IFM Project, the following legal descriptions (and exceptions there to) were taken from a recent title report provided to SPIs lenders in support of our corporate financing secured by the following fee lands. Note: Sierra Pacific Holding Company (as shown on this title report) was merged into SPI on November 30th of 2009.

Placer Title Company

July 24, 2008

Re: Your Reference No.

Enclosed please find your loan policy insuring the property located at
SHASTA COUNTY PROPERTY, , CA

and owned by SIERRA PACIFIC HOLDING COMPANY

The following endorsements are included in this policy:

Endorsement
ALTA 20-06 Endorsement
ALTA 6-06 Endorsement
Arbitration Deletion Endorsement
ALTA 12-06 Endorsement
ALTA 21-06 Endorsement

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions or comments regarding your policy, you may contact

Phone: 530-244-2122 Fax: 530-244-1009

Please refer to our Order No. 1415-10473.

We believe in delivering quality products that meet your needs, and our goal is to provide the most efficient, reliable service in the industry. Thank you for giving us the opportunity to serve you!

Sincerely,

Placer Title Company

Special Projects, 330 Hartnell Avenue, Ste. A, Redding, CA 96002 - (530) 244-2122 Fax (530) 244-1009

LOAN POLICY OF TITLE INSURANCE ISSUED BY

stewart
title guaranty company

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 17 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

COVERED RISKS continued on next page

Issuing Agent:

PLACER TITLE COMPANY
SPECIAL PROJECTS
330 HARTNELL AVENUE, STE. A
REDDING, CA 96002
Phone: 530-244-2122
Agent ID: 050200

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Chairman of the Board

Authorized Countersignature

President

Policy Serial No. TO BE DETERMINED

COVERED RISKS, Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. 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.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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).

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:
   (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
   (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
   (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

CONDITIONS (Continued)

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
(i) the amount of the principal disbursed as of Date of Policy;
(ii) the amount of the principal disbursed subsequent to Date of Policy;
(iii) the 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 or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
(iv) interest on the loan;
(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
(vi) the expenses of foreclosure and any other costs of enforcement;
(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
(viii) the amounts to pay taxes and insurance; and
(ix) the reasonable amounts expended to prevent deterioration of improvements;
but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
(e) "Insured": The Insured named in Schedule A.
(i) The term "Insured" also includes
(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
(D) successors to an Insured by its conversion to another kind of Entity;
(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
(2) if the grantee wholly owns the named Insured, or
(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
(ii) With regard to (A), (B), (C), (D) , and (E) 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, or other matter insured against by this policy.
(f) "Insured Claimant": An Insured claiming loss or damage.
(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(k) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(l) "Title": The estate or interest described in Schedule A.
(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation secured by a purchase money Mortgage given to the Insured.

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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.

CONDITIONS (Continued)

5. DEFENSE AND PROSECUTION OF ACTIONS (Continued)

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter 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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTION 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, 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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (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.

8. 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.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. 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 Unmarketable Title, or 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, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(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, 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 the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

CONDITIONS (Continued)

10. 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 Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that 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 Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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(e)(i)(F) of these Conditions) 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.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 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 $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy,
or (iv) increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at P.O. Box 2029, Houston, Texas 77252-2029. If you will send a copy of the policy, it will expedite and aid the prompt handling of claims hereunder.

SCHEDULE A

Order No.: 1415-10473

Policy No.: TO BE DETERMINED

Date of Policy: TO BE DETERMINED

Amount of Insurance: $0.00

Premium: TO BE DETERMINED

Loan No.:

Address Reference: SHASTA COUNTY PROPERTY, , CA

Name and Address of Insurer:
Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252-2029

1. Name of Insured:

AMERICIAN AGCREDIT, FLCA, IN ITS CAPACITY AS COLLATERAL AGENT

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A FEE SIMPLE

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

SIERRA PACIFIC HOLDING COMPANY , A CALIFORNIA CORPORATION

4. The insured mortgage and assignments thereof, if any, are described as follows:

DEED OF TRUST TO SECURE AN INDEBTEDNESS OF PROFORMA, DATED PROFORMA, RECORDED PROFORMA, OFFICIAL RECORDS.

TRUSTOR: SIERRA PACIFIC HOLDING COMPANY
TRUSTEE: PLACER TITLE COMPANY , A CALIFORNIA CORPORATION
BENEFICIARY: AMERICAN AGCREDIT, FLCA, IN ITS CAPACITY AS COLLATERAL AGENT

SCHEDULE A (continued)

Order No.:	1415-10473	**Name and Address of Insurer:**
Policy No.:	TO BE DETERMINED	Stewart Title Guaranty Company P.O. Box 2029
Date of Policy:	TO BE DETERMINED	Houston, Texas 77252-2029

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

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

6. This policy incorporates by reference those ALTA endorsements selected below:

[ ]	4-06	(Condominium)
[ ]	4.1-06	(Condominium)
[ ]	5-06	(Planned Unit Development)
[ ]	5.1-06	(Planned Unit Development)
[X]	6-06	(Variable Rate)
[ ]	6.2-06	(Variable Rate - Negative Amortization)
[ ]	8.1-06	(Environmental Protection Lien) Paragraph b refers to the following state statute(s):
[ ]	9-06	(Restrictions, Encroachments, Minerals)
[ ]	13.1-06	(Leasehold Loan)
[ ]	14-06	(Future Advance - Priority)
[ ]	14.1-06	(Future Advance - Knowledge)
[ ]	14.3-06	(Future Advance - Reverse Mortgage)
[ ]	22-06	(Location) The type of improvement is and the street address is as shown above

EXHIBIT A

IN TOWNSHIP 37 NORTH, RANGE 4 WEST, MDM

ALL SECTION 1
A.P.N. 017-530-02

SECTION 2
LOTS 1 TO 4, INCLUSIVE, THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF
A.P.N. 017-530-01

ALL SECTION 3
A.P.N. 017-540-03

SECTION 5
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

EXCEPTING THEREFROM SUCH PORTION THEREOF WITHIN A STRIP OF LAND 200.00 FEET WIDE, LYING EQUALLY ON EACH SIDE OF EACH MAIN TRACK, SIDE TRACK, SPUR, SWITCH AND BRANCH LINE OF THE RAILROAD OF THE GRANTOR, AS EXCEPTED FROM THE OPERATION OF THE CONVEYANCE FROM CENTRAL PACIFIC RAILWAY COMPANY TO SOUTHERN PACIFIC LAND COMPANY, RECORDED OCTOBER 31, 1930, IN BOOK 58 , OFFICIAL RECORDS PAGE 449, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 13, 1918, IN BOOK 1 OF RIGHT OF WAYS AT PAGE 93, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 7, 1955, IN BOOK 461 OF OFFICIAL RECORDS AT PAGE 64, SHASTA COUNTY RECORDS.
A.P.N. 017-130-23

ALL SECTION 9
A.P.N. 017-510-01

SECTION 10
THE NORTHEAST QUARTER AND THE SOUTH HALF
A.P.N. 017-510-03

ALL SECTION 11
A.P.N. 017-520-01

ALL SECTION 12
A.P.N. 017-520-02

ALL SECTION 13
A.P.N. 017-490-02

SECTION 14
THE SOUTH HALF, THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
A.P.N. 017-490-04 AND 017-490-05

ALL SECTION 15
A.P.N. 017-500-02

SECTION 16
THE NORTH HALF, THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
A.P.N. 017-500-04

SECTION 17
THE EAST HALF

EXCEPTING THEREFROM SUCH PORTION THEREOF WITHIN A STRIP OF LAND 200.00 FEET WIDE, LYING EQUALLY ON EACH SIDE OF EACH MAIN TRACK, SIDE TRACK, SPUR, SWITCH AND BRANCH LINE OF THE RAILROAD OF THE GRANTOR, AS EXCEPTED FROM THE OPERATION OF THE CONVEYANE FROM CENTRAL PACIFIC RAILWAY COMPANY TO SOUTHERN PACIFIC LAND COMPANY, RECORDED OCTOBER 31, 1930, IN BOOK 58 OF OFFICIAL RECORDS AT PAGE 449, SHASTA COUNTY RECORDS
A.P.N. 017-460-07 AND 017-460-12

ALL SECTION 21
A.P.N. 017-470-01

SECTION 22
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHWEST QUARTER, THE SOUTH HALF, THE NORTHEAST QUARTER, THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
A.P.N. 017-470-03 AND 017-470-04

ALL SECTION 23
A.P.N. 017-480-01

SECTION 24
THE WEST HALF, THE WEST HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE SOUTHEAST QUARTER.
A.P.N. 017-480-04

ALL SECTION 25
A.P.N. 017-430-02

ALL SECTION 26
A.P.N. 017-430-01

ALL SECTION 27
A.P.N. 017-440-02

ALL SECTION 28
A.P.N. 017-440-01

ALL SECTION 29
EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
A.P.N. 017-450-02

IN TOWNSHIP 38 NORTH, RANGE 4 WEST, MDM

SECTION 22
LOTS 1 TO 7, INCLSIVE AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
A.P.N. 014-700-05

ALL SECTION 23
A.P.N. 014-700-04

SECTION 24
LOTS 1 TO 7, INCLUSIVE, THE SOUTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER
A.P.N. 014-700-03

SECTION 25
LOTS 1, 2, 4, 5, 6 AND 7; THE SOUTH HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER
A.P.N. 014-790-03

SECTION 26
LOTS 1 TO 7, INCLUSIVE, THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER.
A.P.N. 014-790-04

SECTION 27
THE EAST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER

EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO SWEET BRIAR CAMP, A NON-PROFIT CORPORATION, BY DEED RECORDED SEPTEMBER 10, 1979, IN BOOK 1658 OF OFFICIAL RECORDS AT PAGE 652 SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO GERALD K, SKINNER, ET AL BY DEED RECORDED NOVEMBER 30, 1981, IN BOOK 1854 , OFFICIAL RECORDS PAGE 78, SHASTA COUNTY RECORDS.
A.P.N. 014-770-04

SECTION 33
THE WEST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM SUCH PORTION THEREOF WITHIN A STRIP OF LAND 200.00 FEET WIDE, LYING EQUALLY ON EACH SIDE OF EACH MAIN TRACK, SIDE TRACK, SPUR, SWITCH AND BRANCH LINE OF THE RAILROAD OF THE GRANTOR, AS EXCEPTED FROM THE OPERATION OF THE CONVEYANCE FROM CENTRAL PACIFIC RAILWAY COMPANY TO SOUTHERN PACIFIC LAND COMPANY RECORDED OCTOBER 31, 1930, IN BOOK 58 OF OFFICIAL RECORDS AT PAGE 449, SHASTA COUNTY REOCRDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION AS CONVEYED TO THE STATE OF CALIFONRIA BY DEED RECORDED JUNE 1, 1964, IN BOOK 790 OF OFFICIAL RECORDS AT PAGE 585, SHASTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO ROSEBURG RESOURCES COMPANY, AN OREGON CORPORATION RECORDED MARCH 26, 1997, IN BOOK 3532 PAGE 761 SHASTA COUNTY RECORDS.
A.P.N. 014-560-02

SECTION 34
THE NORTH HALF OF THE NORTH HALF, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER.
A.P.N. 014-790-05

ALL FRACTIONAL SECTION 35
A.P.N. 014-790-07

SECTION 36
LOTS 1 TO 3, INCLUSIVE, THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER, THE WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER
A.P.N. 014-790-10

THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M.
A.P.N. 014-560-01

THOSE PORTIONS OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M., LYING SOUTHEASTERLY OF THE THREAD OF THE SACRAMENTO RIVER.

EXCEPTING THEREFROM SUCH PORTIONS THEREOF LYING WITHIN THE BOUNDS OF THAT CERTAIN 200 FOOT WIDE STRIP OF LAND GRANTED TO THE CALIFORNIA AND OREGON RAILROAD COMPANY BY ACT OF CONGRESS, APPROVED JULY 25, 1866 (14 STAT.239).
A.P.N. 014-560-05

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M.

EXCEPTING THEREFROM THAT PORTION WHICH LIES WEST OF THE EAST LINE OF THAT CERTAIN 200 FOOT WIDE STRIP OF LAND GRANTED TO THE CALIFORNIA AND OREGON RAILROAD COMPANY BY ACT OF CONGRESS, APPROVED JULY 25, 1866 (14 STAT.239).

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, BY DEED RECORDED FEBRUARY 21, 1967 IN BOOK 908 OF OFFICIAL RECORDS AT PAGE 280, SHASTA COUNTY RECORDS.
A.P.N. 014-570-10

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M., LYING SOUTHEASTERLY OF THE CENTER OF THE SACRAMENTO RIVER.

EXCEPTING THEREFROM SUCH PORTION THEREOF LYING WITHIN THE BOUNDS OF THAT CERTAIN 200 FOOT WIDE STRIP OF LAND GRANTED TO THE CALIFORNIA AND OREGON RAILROAD COMPANY BY ACT OF CONGRESS, APPROVED JULY 25, 1866 (14 STAT.239).

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTHERN PACIFIC COMPANY, A CORPORATION, BY DEED RECORDED FEBRUARY 21, 1967 IN BOOK 908 OF OFFICIAL RECORDS AT PAGE 280, SHASTA COUNTY RECORDS.
A.P.N. 014-580-12

THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M.
A.P.N. 014-790-06

LOT 2 AND THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.B.&M.
A.P.N. 017-140-04

LOT 1 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D. B.&M.
A.P.N. 017-540-02

TOGETHER WITH EASEMENTS FOR CONSTRUCTING AND MAINTAINING ROAD FACILITIES AS CONVEYED AND DESCRIBED IN DIRECTOR'S EASEMENT DEEDS FROM THE STATE OF CALIFORNIA TO JOSEPH S. BELL, RECORDED MAY 2, 1967 IN BOOK 915 OF OFFICIAL RECORDS AT PAGE 153, AND JUNE 9, 1969 IN BOOK 992 OF OFFICIAL RECORDS AT PAGE 402, SHASTA COUNTY RECORDS.

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWEST OF THE SACRAMENTO RIVER.

ALSO EXCEPTLNG THEREFROM THE 50 BY 100 FOOT PARCEL DESCRIBED IN THE DEED TO SWEETBRIAR SCHOOL DISTRICT, DATED MARCH 12, 1936 AND RECORDED MARCH 17, 1936 IN BOOK 106 OF OFFICIAL RECORDS AT PAGE 244, SHASTA COUNTY RECORDS.
A.P.N. 017-090-005

POLICY OF TITLE INSURANCE ISSUED BY

stewart
title guaranty company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas 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 Shcedule 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.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

stewart
title guaranty company

Chairman of the Board

President

Authorized Countersignature
Placer Title Company
Agent ID: 057515

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

CLTA STANDARD COVERAGE POLICY - 1990
(Rev. 1-19-91)
STG.CLTAO

Policy Serial No. O-2228-000183161

SCHEDULE A

Order No.:	1415-7212
Policy No.:	O-2228-000183161
Date of Policy:	September 01, 2004 at 3:15 p.m.
Amount of Insurance:	$595,000.00
Premium:	$1,532.80

1. Name of Insured:

SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION AND SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION

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

A FEE SIMPLE

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

SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION AND SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION

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

SEE EXHIBIT "A" ATTACHED

Placer Title Company
Policy Issuing Agent for Stewart Title Guaranty Company

Order No. 1415-7212
Policy No. O-2228-000183161

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SHASTA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWEST OF THE SACRAMENTO RIVER.

ALSO EXCEPTING THEREFROM THE 50 BY 100 FOOT PARCEL DESCRIBED IN THE DEED TO SWEETBRIAR SCHOOL DISTRICT, DATED MARCH 12, 1936 AND RECORDED MARCH 17, 1936 IN BOOK 106 OF OFFICIAL RECORDS AT PAGE 244, SHASTA COUNTY RECORDS.

APN 017-090-005

Order No. 1415-7212
Policy No. O-2228-000183161

SCHEDULE B
PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's 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 notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interest 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 factors 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.

Order No. 1415-7212
Policy No. O-2228-000183161

SCHEDULE B
PART II

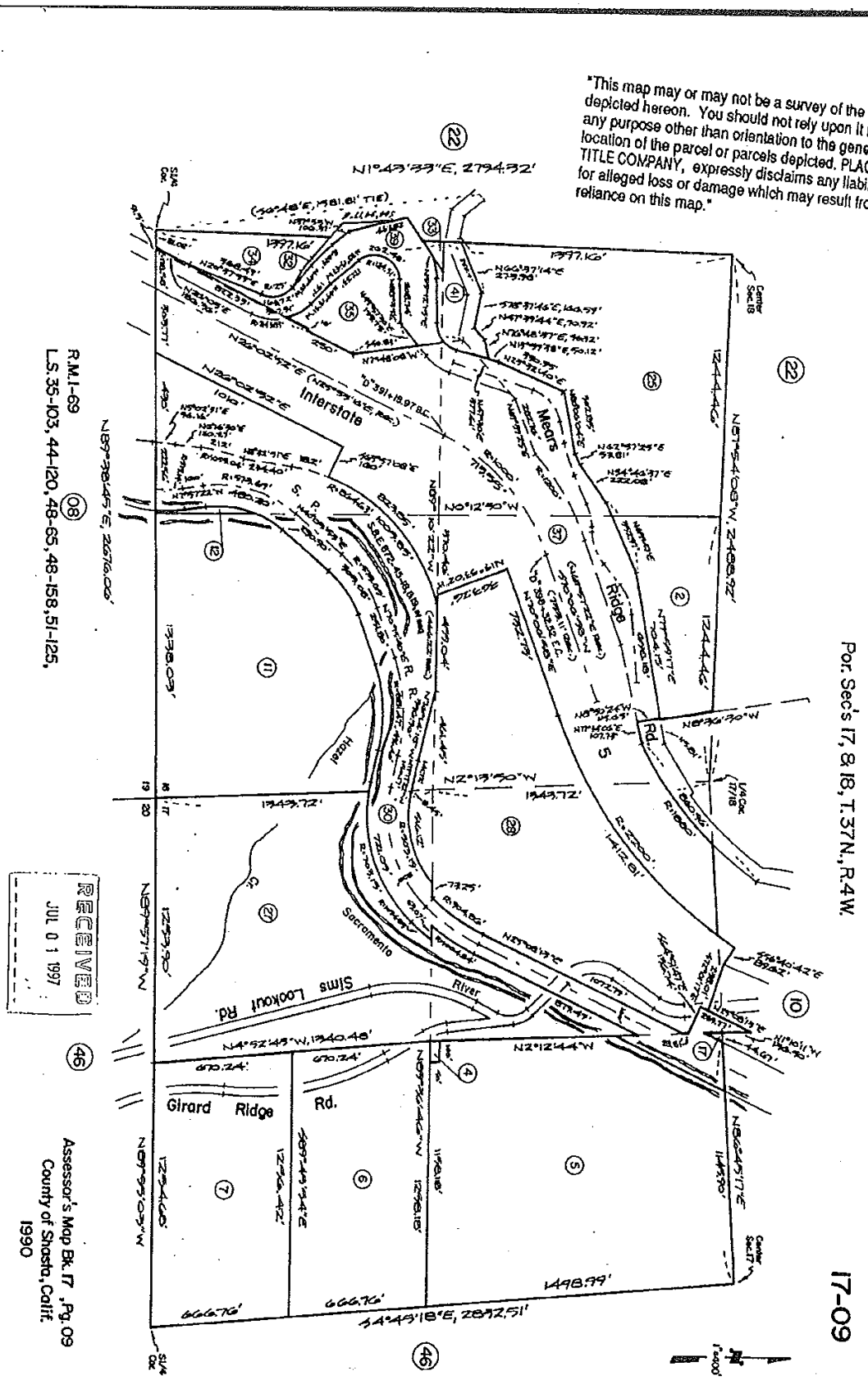
1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2004-2005, A LIEN, NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

3. AN EASEMENT OVER SAID LAND FOR POLE AND WIRELINES AND OTHER FACILITIES FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND INCIDENTAL PURPOSES, AS GRANTED TO CALIFORNIA OREGON POWER COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 05, 1942, IN BOOK 180 AT PAGE 352, OFFICIAL RECORDS.

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

4. TERMS AND PROVISIONS AS CONTAINED IN A PERMIT TO INSTALL A NON-CONVENTIONAL SEWAGE DISPOSAL SYSTEM #1005 AND COVENANT TO PAY COST OF INSPECTION, MAINTENANCE, AND REPAIR ASSESSOR'S PARCEL NO. 017-090-05, DATED SEPTEMBER 6, 1994, RECORDED JUNE 2, 2000 AS DOCUMENT NO. 2000-0019658.


"This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. PLACER TITLE COMPANY, expressly disclaims any liability for alleged loss or damage which may result from reliance on this map."
Por. Sec's 17, 8 18, T.37N., R.4W.
17-09
R.M.I-69
L.S. 35-103, 44-120, 48-65, 48-158, 51-125,
Assessor's Map Bk. 17, Pg. 09
County of Shasta, Calif.
1990
RECEIVED
JUL 01 1997
Interstate
Mears
Ridge
Girard
Ridge
Rd.
Sims Lookout Rd.
Sacramento
River
N1°43'33"E, 2794.32'
N0°12'50"W
N2°13'50"W
N2°12'44"W
N4°52'43"W, 1940.48'
S4°43'18"E, 2892.51'
1498.99'
666.76'
670.24'
1943.72'
1397.10'
1244.46'
N87°54'08"W, 2488.92'
N89°38'45"E, 2676.00'
N89°54'19"W
N89°54'05"W
N89°54'27"W
N89°54'42"W
N89°54'42"E
N89°54'42"E
N89°54'17"E
N89°54'17"E
Center Sec.18
Center Sec.17
SW Cor.
SE Cor.
1"=400'

Order No. 1415-10473
Policy No. TO BE DETERMINED

SCHEDULE B
PART I

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

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2008-2009, A LIEN, NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

3. RIGHTS OF THE PUBLIC, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ANY PUBLIC ROADS.

4. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT:

   (A) SAID LAND OR ANY PART THEREOF IS NOW OR AT ANY TIME HAS BEEN BELOW THE HIGHEST OF THE HIGH WATERMARKS OF THE SACRAMENTO RIVER AND MCCLOUD RIVER, IN THE EVENT THE BOUNDARY OF SAID RIVER HAS BEEN ARTIFICIALLY RAISED OR IS NOW OR AT ANY TIME HAS BEEN BELOW THE HIGH WATERMARK, IF SAID RIVER IS IN ITS NATURAL STATE.

   (B) SOME PORTION OF SAID LAND HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTION SO CREATED.

   (C) SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF THE SACRAMENTO RIVER AND MCCLOUD RIVER, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION.

5. ANY EASEMENT OR CLAIM OF EASEMENT BASED ON PRESCRIPTION BY OR IMPLIED DEDICATION TO THE PUBLIC OVER SAID LAND OR ANY PARTS THEREOF FOR ACCESS TO THE SACRAMENTO RIVER, MCCLOUD RIVER, THEIR TRIBUTARIES AND ANY LAKES WITHIN THE SUBJECT PROPERTY OR FOR RECREATIONAL PURPOSES.

6. RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION, FISHERY, HUNTING, BATHING, SWIMMING AND PRESERVING IN ITS NATURAL STATE THAT PART OF THE LAND WHICH MAY LIE BELOW THE ORDINARY HIGH WATER MARK OF THE SACRAMENTO RIVER AND THE MCCLOUD RIVER AND THEIR TRIBUTARIES.

7. NO ASSURANCE OR GUARANTEE IS HEREIN CONTAINED AS TO THE EXACT LOCATION OF THE SACRAMENTO RIVER WHEN SUCH RIVER FORMS THE BOUNDARY OF PORTIONS OF THE PROPERTY HEREIN DESCRIBED.

8. NO ASSURANCE OR GUARANTEE IS HEREIN CONTAINED AS TO THE EXACT LOCATION OF THE BOUNDARIES OF SHASTA COUNTY.

9. ANY UNPAID AMOUNTS NOW OWING FOR UTILITIES, OF RECORD OR NOT, DUE THE SHASTA MOSQUITO ABATEMENT DISTRICT. AMOUNTS MAY BE ASCERTAINED BY

Order No. 1415-10473
Policy No. TO BE DETERMINED

SCHEDULE B
PART I (Continued)

CONTACTING THE COUNTY OF SACRAMENTO AT 916-875-5555 OR THE APPROPRIATE CITY OFFICE.

ITEMS NUMBERED 10 THROUGH 168 AFFECT TRACT I:

10. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR STATE HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE STATE OF CALIFORNIA, IN DEED RECORDED JANUARY 08, 1915, BOOK 120 OF DEEDS, PAGE 113, OFFICIAL RECORDS. (REF. NO. 347-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

11. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 25.00 FEET IN WIDTH FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 30, 1915, BOOK 123 OF DEEDS, PAGE 146, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

12. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 25.00 FEET IN WIDTH FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 30, 1915, BOOK 123 OF DEEDS, PAGE 147, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

13. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 25.00 FEET IN WIDTH FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED JULY 31, 1916, BOOK 124 OF DEEDS, PAGE 375, OFFICIAL RECORDS.

    AFFECTS: SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 WEST, SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, SECTIONS 1, 3 AND 13, TOWNSHIP 35 NORTH, RANGE 5 WEST, SECTIONS 27 AND 35, TOWNSHIP 36 NORTH, RANGE 5 WEST, SECTION 26, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

    SAID DEED INCLUDES THE RIGHT TO CUT AND REMOVE TIMBER STANDING OR LYING WITHIN 37.50 FEET ON EACH SIDE OF THE CENTERLINE OF SAID RIGHT OF WAY. (REF. NO. 518-F)

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14. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 50.00 FEET IN WIDTH FOR ELECTRIC TRANSMISSION LINES AND TELEPHONE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO MERCANTILE TRUST COMPANY OF SAN FRANCISCO, IN DEED RECORDED JULY 18, 1918, BOOK 132 OF DEEDS, PAGE 438, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

15. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 50.00 FEET IN WIDTH FOR ELECTRIC TRANSMISSION LINE AND TELEPHONE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO MERCANTILE TRUST COMPANY OF SAN FRANCISCO, IN DEED RECORDED JULY 18, 1918, BOOK 132 OF DEEDS, AT PAGE 440, OFFICIAL RECORDS.

    AFFECTS: A PORTION OF SECTION 27 AND 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

16. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR STATE HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED NOVEMBER 05, 1928, BOOK 44, PAGE 225, OFFICIAL RECORDS. (REF. NO. 1920-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

17. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR STATE HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED JANUARY 10, 1929, BOOK 44, PAGE 385, OFFICIAL RECORDS. (REF. NO. 1837-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

18. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 25.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED MAY 10, 1930, BOOK 58, PAGE 95, OFFICIAL RECORDS. (REF. NO. 2119-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

19. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR STATE HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED JUNE 21, 1930, BOOK 58, PAGE 170, OFFICIAL RECORDS.

    (REF. NO. 2143-F)

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

20. AN EASEMENT OVER SAID LAND FOR POLES, CROSSARMS, WIRES, CABLES, FIXTURES, ANCHORS AND GUYS AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, IN DEED RECORDED OCTOBER 17, 1929, BOOK 55, PAGE 100, OFFICIAL RECORDS.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

21. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO USE ANY WATER NATURALLY RISING UPON OR FLOWING ACROSS ANY OF THE LANDS HEREIN DESCRIBED AND THE RIGHT TO CONDUCT THE SAME, AS WELL AS WATER RISING UPON OTHER LANDS, ACROSS SAID LAND IN PIPES OR AQUEDUCTS, TOGETHER WITH THE NECESSARY RIGHTS OF WAY THEREFORE AS EXCEPTED FROM THE OPERATION OF THE CONVEYANCE FROM CENTRAL PACIFIC RAILWAY COMPANY, A UTAH CORPORATION (HEREAFTER CPRC) AND INCIDENTAL PURPOSES, AS GRANTED TO THE SOUTHERN PACIFIC LAND COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED OCTOBER 21, 1930, BOOK 58, PAGE 449, OFFICIAL RECORDS.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

    SAID DEED PROVIDES THAT SAID WATER IS THAT WHICH HAD BEEN PREVIOUSLY APPROPRIATED BY, AND THEN BEING USED FOR THE OPERATION OF THE RAILROADS OF CPRC, AND THAT SAID RIGHT TO CONDUCT WATER WAS TO THE EXTENT THAT HAD PREVIOUSLY BEEN EXERCISED BY CPRC.

22. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR A PIPE LINE AND INCIDENTAL PURPOSES, AS GRANTED TO CHAS. MARTIN, IN DEED RECORDED DECEMBER 09, 1930, BOOK 62, PAGE 69, OFFICIAL RECORDS. (REF.NO. 2211-F)

    AFFECTS: SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

23. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED AUGUST 08, 1932, BOOK 73, PAGE 464, OFFICIAL RECORDS. (REF. NO. 2321-F)

    AFFECTS: SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

24. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED DECEMBER

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02, 1932, BOOK 79, PAGE 156, OFFICIAL RECORDS. (REF. NO. 2326-F)

AFFECTS: SECTION 15, TOWNSHIP 36 NORTH, RANGE 5 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

25. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED SEPTEMBER 27, 1940, BOOK 3 OF RIGHTS OF WAY, PAGE 174, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

26. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED SEPTEMBER 27, 1940, BOOK 3 OF RIGHTS OF WAY AT PAGE 175, OFFICIAL RECORDS.

AFFECTS: SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

27. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 10.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED SEPTEMBER 27, 1940, BOOK 3 OF RIGHTS OF WAY, PAGE 184, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

28. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 40.00 FEET IN WIDTH FOR AERIAL AND UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED MAY 19, 1941, BOOK 3 OF RIGHTS OF WAY, PAGE 495, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

29. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 40.00 FEET IN WIDTH FOR AERIAL AND UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED MAY 19,

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1941, BOOK 180, PAGE 17, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

30. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR AERIAL AND UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED JUNE 19, 1941, BOOK 180, PAGE 63, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

31. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 30.00 FEET IN WIDTH FOR AERIAL AND UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED JUNE 26, 1941, BOOK 180, PAGE 113, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

32. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED APRIL 13, 1942, BOOK 193, PAGE 91, OFFICIAL RECORDS. (REF. NO. 3112-F)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

33. AN EASEMENT OVER SAID LAND FOR EXISTING DITCH KNOWN AS RIVER DITCH AND EXISTING PIPE LINE FROM FALL CREEK AND INCIDENTAL PURPOSES, AS RESERVED BY CHARLES T. LOFTUS, ET UX., IN DEED RECORDED NOVEMBER 16, 1942, BOOK 202, PAGE 37, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

34. AN EASEMENT AND RIGHT OF WAY 66.00 FEET IN WIDTH OVER SAID LAND FOR UNITED STATES FOREST SERVICE ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 10, 1950, BOOK 318, PAGE 146, OFFICIAL RECORDS. (REF. NO. 4301-F)

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED WAS AMENDED BY CORRECTION DEED RECORDED MARCH 23, 1966 IN BOOK 873, PAGE 601, SHASTA COUNTY RECORDS. (REF. NO. 861-A)

A QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA RECORDED OCTOBER 20, 2006, AS INSTRUMENT NO. 2006-0053531, SHASTA COUNTY RECORDS.

AFFECTS PORTIONS OF SECTION 1, 3, 9 AND 17, TOWNSHIP 37 NORTH, RANGE 4 WEST AND SECTION 23, TOWNSHIP 38 NORTH, RANGE 4 WEST, MDM.

AND RECORDED OCTOBER 20, 2006, AS INSTRUMENT NO. 2006-0053532, SHASTA COUNTY RECORDS.

AFFECTS A PORTION OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 4 WEST, MDM.

35. AN EASEMENT AND RIGHT OF WAY 20.00 FEET IN WIDTH OVER SAID LAND FOR UNITED STATES FOREST SERVICE TRAIL AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 10, 1950, BOOK 318, PAGE 152, OFFICIAL RECORDS. (REF. NO. 4239-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

36. AN EASEMENT AND RIGHT OF WAY 20.00 FEET IN WIDTH OVER SAID LAND FOR UNITED STATES FOREST SERVICE TRAIL AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 10, 1950, BOOK 318, PAGE 158, OFFICIAL RECORDS. (REF. NO. 4310-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

37. AN EASEMENT AND RIGHT OF WAY 66.00 FEET IN WIDTH OVER SAID LAND FOR UNITED STATES FOREST SERVICE ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 10, 1950, BOOK 318, PAGE 160, OFFICIAL RECORDS. (REF. NO. 4308-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

    SAID DEED WAS AMENDED BY CORRECTION DEED RECORDED JUNE 28, 1965 IN BOOK 841 OF OFFICIAL RECORDS AT PAGE 259, SHASTA COUNTY RECORDS. (REF. NO. 796-A)

38. AN EASEMENT AND RIGHT OF WAY OVER SAID LAND FOR PUBLIC ROAD PURPOSES 66.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR THE CONSTRUCTION AND MAINTENANCE OF CUTS AND SLOPES WHERE NECESSARY IN THE CONSTRUCTION OF SAID ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 08, 1951, BOOK 359, PAGE 76, OFFICIAL RECORDS. (REF. NO. 4426-F)

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED WAS AMENDED BY CORRECTION DEED RECORDED MARCH 21, 1966 IN BOOK 873 OF OFFICIAL RECORDS AT PAGE 330, SHASTA COUNTY RECORDS. (REF. NO. 863-A)

A TERMINATION OF EASEMENT WAS RECORDED OCTOBER 20, 2006 AS INSTRUMENT NO. 2006-0053533, SHASTA COUNTY RECORDS.

AFFECTING A PORTION OF SECTION 27 AND 35, TOWNSHIP 38 NORTH, RANGE 4 WEST, MDM.

39. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 15.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED MARCH 21, 1952, BOOK 318, PAGE 470, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

40. AN EASEMENT AND RIGHT OF WAY 66 FEET IN WIDTH OVER SAID LAND FOR PUBLIC ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 20, 1953, BOOK 413, PAGE 491, OFFICIAL RECORDS. (REF. NO. 4543-F)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED WAS AMENDED BY CORRECTION DEED RECORDED APRIL 1, 1966 IN BOOK 875, PAGE 352, SHASTA COUNTY RECORDS. (REF. NO. 862-A)

41. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS ROADS, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED OCTOBER 05, 1954, BOOK 438, PAGE 530, OFFICIAL RECORDS.

AFFECTS: THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 5 WEST, M.D.M. AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 4592-F)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

42. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 20, 1955, BOOK 459, PAGE 563, OFFICIAL

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SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

43. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID PROPERTY BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE HIGHWAY ADJOINING SAID PROPERTY AS CONTAINED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 07, 1955, BOOK 461, PAGE 64, OFFICIAL RECORDS.

    AFFECTS SOUTHEAST QUARTER, SOUTHEAST QUARTER SECTION 5, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 4610-F)

44. AN EASEMENT AND RIGHT OF WAY OVER SAID LAND FOR PUBLIC ROADS AND INCIDENTAL PURPOSES 66.00 FET IN WIDTH TOGETHER WITH ADDITIONAL WIDTH FOR THE CONSTRUCTION AND MAINTENANCE OF CUTS AND SLOPES WHERE NECESSARY IN THE CONSTRUCTION OF SAID ROADS, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MAY 23, 1956, BOOK 494, PAGE 370, OFFICIAL RECORDS. (REF. NO. 9-A)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

45. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 66.00 FEET IN WIDTH FOR COUNTY ROAD AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF SHASTA, IN DEED RECORDED AUGUST 22, 1956, BOOK 503, PAGE 231, OFFICIAL RECORDS. (REF. NO. 72-A)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

46. AN EASEMENT OVER SAID LAND FOR WATER LINE PURPOSES AND INCIDENTAL PURPOSES AND FOR THE CONSTRUCTION AND MAINTENANCE OF A DIVERSION DAM AND APPURTENANCES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED OCTOBER 02, 1956, BOOK 508, PAGE 135, OFFICIAL RECORDS.

    AFFECTS: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 84-A)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

47. AN EASEMENT OVER SAID LAND, IF ANY, RELATIVE TO AN EXISTING WATER SUPPLY DITCH AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED OCTOBER 02, 1956, BOOK 508, PAGE 135, OFFICIAL RECORDS.

    AFFECTS: SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 84-A)

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

48. AN EASEMENT AND RIGHT OF WAY OVER SAID LAND FOR PUBLIC ROAD PURPOSES 66.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR THE CONSTRUCTION AND MAINTENANCE OF CUTS AND SLOPES WHERE NECESSARY IN THE CONSTRUCTION OF SAID ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 01, 1956, BOOK 511, PAGE 179, OFFICIAL RECORDS. (REF. NO. 110-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

49. AN EASEMENT AND RIGHT OF WAY OVER SAID LAND FOR ROAD PURPOSES 40.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR THE CONSTRUCTION AND MAINTENANCE OF CUTS AND SLOPES WHERE NECESSARY IN THE CONSTRUCTION OF SAID ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 02, 1959, BOOK 595, PAGE 496, OFFICIAL RECORDS.

AFFECTS: SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. (REF. NO. 405-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

50. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR THE CONSTRUCTION AND MAINTENANCE OF CUTS AND SLOPES WHERE NECESSARY IN THE CONSTRUCTION OF SAID ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 20, 1959, BOOK 597, PAGE 413, OFFICIAL RECORDS.

AFFECTS: SECTIONS 3, 11 AND 13, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. AND SECTION 25, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. (REF. NO. 415-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

51. TWO EASEMENTS AND RIGHTS OF WAY 100 FEET IN WIDTH OVER SAID LAND FOR POWER TRANSMISSION LINES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED SEPTEMBER 29, 1959, BOOK 613, PAGE 243, OFFICIAL RECORDS.

AFFECTS: SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 445-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

52. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR TELEPHONE AND TELEGRAPH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED MAY 10, 1960, BOOK 634, PAGE 305, OFFICIAL RECORDS.

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AFFECTS: SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 59-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

53. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 25.00 FEET IN WIDTH FOR POWER TRANSMISSION LINE PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CALIFORNIA OREGON POWER COMPANY, IN DEED RECORDED SEPTEMBER 08, 1960, BOOK 644, PAGE 621, OFFICIAL RECORDS.

AFFECTS: SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 476-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

54. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 24, 1962, BOOK 716, PAGE 468, OFFICIAL RECORDS.

AFFECTS: SECTION 19, TOWNSHIP 34 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 565-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

55. AN EASEMENT AND RIGHT OF WAY 66.00 FEET IN WIDTH OVER SAID LAND FOR UNITED STATES FOREST SERVICE ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED DECEMBER 10, 1962, BOOK 727, PAGE 394, OFFICIAL RECORDS. (REF. NO. 4289-F)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

56. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED FEBRUARY 18, 1963, BOOK 734, PAGE 222, OFFICIAL RECORDS.

AFFECTS: SECTION 23 AND 25, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. AND SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 WEST, M.D.M. (REF. NO. 620-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

57. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE CERTAIN RIGHTS OF INGRESS OR EGRESS TO OR FROM THE FREEWAY ADJOINING SAID LAND, SAID RIGHTS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JUNE 1, 1964 IN BOOK 790 OF OFFICIAL RECORDS, AT PAGE 585, SHASTA COUNTY RECORDS.

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AFFECTS SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 703-A)

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

58. AN EASEMENT OVER SAID LAND FOR MOTORIZED TRAILS, 20.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 23, 1965, BOOK 833, PAGE 281, OFFICIAL RECORDS.

AFFECTS: SECTIONS 11, 15 AND 23, TOWNSHIP 37 NORTH, RANGE 6 WEST, M.D.M. (REF. NO. 781-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

59. AN EASEMENT AND RIGHTS OF WAY OVER SAID LAND FOR ROADS, 40.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MAY 05, 1965, BOOK 834, PAGE 393, OFFICIAL RECORDS.

AFFECTS: SECTION 19, TOWNSHIP 36 NORTH, RANGE 6 WEST, M.D.M. (REF. NO. 783-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

60. AN EASEMENT OVER SAID LAND FOR A ROAD, 66.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MAY 17, 1966, BOOK 881, PAGE 282, OFFICIAL RECORDS.

AFFECTS: SECTIONS 13, 15 AND 21, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 901-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

61. AN EASEMENT OVER SAID LAND FOR ROADS, 60.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MARCH 28, 1967, BOOK 911, PAGE 439, OFFICIAL RECORDS.

AFFECTS: SECTION 11, TOWNSHIP 37 NORTH, RANGE 6 WEST, M.D.M. AND SECTIONS 15, 23 AND 27, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 976-A)

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

62. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO RECONSTRUCT, MAINTAIN AND USE EXISTING PRIVATE ROADS AND INCIDENTAL PURPOSES, AS GRANTED TO JOHN A. SHAW, ET AL., IN DEED RECORDED AUGUST 19, 1968, BOOK 962, PAGE 583, OFFICIAL RECORDS, WHICH DEED FURTHER CONTAINS PROVISIONS FOR MAINTENANCE AND REPAIR OF SAID ROADS AND FOR LOCKED GATES.

AFFECTS: SECTION 3, 5, 9, 17, 21 AND 22, TOWNSHIP 31 NORTH, RANGE 7 WEST, M.D.M. (REF. NO. 1083-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

63. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 11, 1969, BOOK 996, PAGE 464, OFFICIAL RECORDS.

AFFECTS: SECTION 13, TOWNSHIP 38 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 1160-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

64. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JANUARY 05, 1970, BOOK 1015, PAGE 213, OFFICIAL RECORDS.

AFFECTS: SECTION 23, TOWNSHIP 35 NORTH, RANGE 7 WEST, M.D.M. (REF. NO. 1206-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

65. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY 66.00 FEET IN WIDTH FOR A FOREST ACCESS ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO KIMBERLY CLARK CORPORATION, IN DEED RECORDED APRIL 28, 1970, BOOK 1026, PAGE 397, OFFICIAL RECORDS.

AFFECTS: SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 1216-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

66. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 21, 1970, BOOK 1034, PAGE 664, OFFICIAL RECORDS.

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AFFECTS: SECTIONS 1 AND 13, TOWNSHIP 38 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 1266-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

67. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 14, 1970, BOOK 1037, PAGE 426, OFFICIAL RECORDS.

AFFECTS: SECTION 1, TOWNSHIP 38 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 1269-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

68. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS AND INCIDENTAL PURPOSES, AS GRANTED TO PINE MOUNTAIN LUMBER COMPANY, IN DEED RECORDED AUGUST 19, 1971, BOOK 1080, PAGE 381, OFFICIAL RECORDS.

AFFECTS: SECTION 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 1314-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

69. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR PRIVATE ROADS AND INCIDENTAL PURPOSES, AS GRANTED TO PAUL BUNYAN LUMBER COMPANY, IN DEED RECORDED FEBRUARY 05, 1973, BOOK 1155, PAGE 127, OFFICIAL RECORDS.

AFFECTS: SECTION 9, 15 AND 17, TOWNSHIP 34 NORTH, RANGE 7 WEST, M.D.M. (REF. NO. 1457-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

70. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MAY 01, 1974, BOOK 1219, PAGE 572, OFFICIAL RECORDS.

AFFECTS: SECTIONS 29 AND 33, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 1561-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

71. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 10, 1974, BOOK 1243, PAGE 412, OFFICIAL RECORDS.

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AFFECTS: SECTION 15, TOWNSHIP 34 NORTH, RANGE 7 WEST, M.D.M. (REF. NO. 1596-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

72. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR PRIVATE ROADS AND INCIDENTAL PURPOSES, AS GRANTED TO S.J. AGNEW, IN DEED RECORDED MARCH 05, 1975, BOOK 1262, PAGE 401, OFFICIAL RECORDS.

AFFECTS: SECTIONS 5 AND 7, TOWNSHIP 31 NORTH, RANGE 8 WEST, M.D.M., SECTIONS 9 AND 17, TOWNSHIP 31 NORTH, RANGE 9 WEST, M.D.M., AND SECTION 13, TOWNSHP 31 NORTH, RANGE 10 WEST, M.D.M. (REF. NO. 1634-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

73. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 22, 1975, BOOK 1269, PAGE 243, OFFICIAL RECORDS.

AFFECTS SECTION 11, TOWNSHIP 36 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 1636-A)

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

74. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 02, 1975, BOOK 1298, PAGE 142, OFFICIAL RECORDS.

AFFECTS: SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. (REF. NO. 1695-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

75. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO CRANE MILLS, ET AL., IN DEED RECORDED DECEMBER 09, 1975, BOOK 1309, PAGE 396, OFFICIAL RECORDS.

AFFECTS: SECTION 1, TOWNSHIP 30 NORTH, RANGE 9 WEST, M.D.M. AND SECTION 25, TOWNSHIP 31 NORTH, RANGE 9 WEST, M.D.M. (REF. NO. 1673-A)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

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76. AN EASEMENT OVER SAID LAND FOR THE PACIFIC CREST TRAIL ALONG AND ACROSS A STRIP OF LAND 10.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND OTHER APPURTENANCES RELATING TO TRAIL SUPPORT AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED DECEMBER 16, 1975, BOOK 1310, PAGE 643, OFFICIAL RECORDS.

    AFFECTS: SECTION 7, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M., AND SECTION 1, TOWNSHIP 38 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 1699-A)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

77. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED FEBRUARY 20, 1976, BOOK 1322, PAGE 77, OFFICIAL RECORDS.

    AFFECTS: SECTION 25, TOWNSHIP 36 NORTH, RANGE 6 WEST, M.D.M.

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

78. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO CRANE MILLS, ET AL., IN DEED RECORDED MAY 03, 1976, BOOK 1336, PAGE 270, OFFICIAL RECORDS.

    AFFECTS: SECTIONS 1 AND 11, TOWNSHIP 30 NORTH, RANGE 8 WEST, M.D.M., SECTION 35, TOWNSHIP 31 NORTH, RANGE 8 WEST, M.D.M., SECTIONS 7 AND 19, TOWNSHIP 31 NORTH, RANGE 7 WEST, M.D.M. AND SECTION SEE DOCUMENT, TOWNSHIP 30 AND 31 NORTH, RANGE 8 WEST, M.D.M. (REF. NO. 4241.8-F)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

79. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO CRYSTAL THATCHER, ET AL., IN DEED RECORDED JUNE 28, 1976, BOOK 1348, PAGE 300, OFFICIAL RECORDS.

    AFFECTS: SECTIONS 19 AND 29, TOWNSHIP 30 NORTH, RANGE 8 WEST, M.D.M. (REF. NO. 4241.8-1)

    NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

80. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO CHAMPION INTERNATIONAL CORPORATION, IN DEED RECORDED OCTOBER 25, 1976, BOOK 1373, PAGE 514, OFFICIAL RECORDS.

    AFFECTS: SECTION 19 AND 29, TOWNSHIP 30 NORTH, RANGE 8 WEST, M.D.M.

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AND SECTION 29, TOWNSHIP 32 NORTH, RANGE 8 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

81. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO KIMBERLY CLARK CORPORATION, ET AL., IN DEED RECORDED NOVEMBER 18, 1976, BOOK 1379, PAGE 156, OFFICIAL RECORDS.

AFFECTS: SECTION 3, TOWNSHIP 30 NORTH, RANGE 9 WEST, M.D.M. (REF. NO. 4241.9-O)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

82. AN EASEMENT OVER SAID LAND FOR AN EXCLUSIVE ROAD EASEMENT OF VARYING WIDTHS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JANUARY 10, 1977, BOOK 1390, PAGE 561, OFFICIAL RECORDS.

AFFECTS: SECTIONS 15, 17, 19 AND 21, TOWNSHIP 34 NORTH, RANGE 6 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

83. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO JAMES D. BUELL, ET AL, IN DEED RECORDED FEBRUARY 15, 1977, BOOK 1400, PAGE 18, OFFICIAL RECORDS.

AFFECTS: SECTIONS 3, 5, 9, 11, 15 AND 17, TOWNSHIP 36 NORTH, RANGE 4 WEST, M.D.M., SECTIONS 1 AND 25, TOWNSHIP 36 NORTH, RANGE 5 WEST, M.D.M. AND SECTIONS 29 AND 31, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 4241.6-T)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

84. AN EASEMENT OVER SAID LAND FOR A WATER TRANSMISSION LINE 6.00 FEET IN WIDTH AND INCIDENTAL PURPOSES, AS GRANTED TO HUBBARD RANCH ASSOCIATES, A PARTNERSHIP, IN DEED RECORDED APRIL 15, 1977, BOOK 1415, PAGE 86, OFFICIAL RECORDS.

AFFECTS: SECTION 7, TOWNSHIP 31 NORTH, RANGE 6 WEST, M.D.M. (REF. NO. 4241.9-M)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

85. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO TOM N. TIBBS, ET AL., IN DEED RECORDED

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JUNE 16, 1977, BOOK 1432, PAGE 34, OFFICIAL RECORDS.

AFFECTS: SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 WEST, M.D.M. (REF. NO. 4241.6-1)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

86. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JUNE 15, 1977, BOOK 1432, PAGE 110, OFFICIAL RECORDS.

AFFECTS: SECTION 29, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M. (REF. NO. 3783.11-X (3953-6-NC))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

87. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 16, 1977, BOOK 1450, PAGE 64, OFFICIAL RECORDS.

AFFECTS: SECTION 31, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 3783.11-Y (3953.6-45))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

88. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO JERRY BARRY, ET AL., IN DEED RECORDED SEPTEMBER 02, 1977, BOOK 1455, PAGE 203, OFFICIAL RECORDS.

AFFECTS: SECTION 1, TOWNSHIP 36 NORTH, RANGE 5 WEST, M.D.M. AND SECTIONS 29 AND 31, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M. (REF. NO. 4241.6-T)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

89. AN EASEMENT OVER SAID LAND FOR COMMUNICATION FACILITIES 10.00 FEET IN WIDTH AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 07, 1977, BOOK 1471, PAGE 556, OFFICIAL RECORDS.

AFFECTS: SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

90. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH

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ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MARCH 10, 1978, BOOK 1502, PAGE 377, OFFICIAL RECORDS.

AFFECTS: SECTION 5, TOWNSHIP 34 NORTH, RANGE 6 WEST, AND SECTIONS 9, 11, 15, 17, 21, 29 AND 33, TOWNSHIP 35 NORTH, RANGE 6 WEST, M.D.M. (REF. NO. 3783.11-AA (3953.6-46))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED WAS AMENDED BY CORRECTION DEED RECORDED SEPTEMBER 8, 1978 IN BOOK 1554 OF OFFICIAL RECORDS AT PAGE 142, SHASTA COUNTY RECORDS.

91. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MAY 24, 1978, BOOK 1524, PAGE 306, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11-BB (3953.6-49))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

QUITCLAIM DEED EXECUTED BY UNITED STATES OF AMERICA RECORDED OCTOBER 20, 2006, INSTRUMENT NO. 2006-0053534, SHASTA COUNTY RECORDS. AFFECTS SECTION 11, 13 AND 15, TOWNSHIP 27 NORTH, RANGE 4 WEST MDM.

92. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO PAUL FINKLER, IN DEED RECORDED MAY 25, 1978, BOOK 1524, PAGE 464, OFFICIAL RECORDS. (REF. NO. 4241.9-S)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

93. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 17, 1978, BOOK 1539, PAGE 57, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11 (3953.6-50))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

94. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 17, 1978, BOOK 1539, PAGE 64, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11 (3953.6-5ONC))

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

95. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO WALTER O. HANSEN, ET AL., IN DEED RECORDED DECEMBER 15, 1978, BOOK 1582, PAGE 23, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 4241.6-XX)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

96. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 17, 1979, BOOK 1614, PAGE 568, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.14 (3953.6-53))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

97. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 25, 1979, BOOK 1617, PAGE 295, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.12-JJ/3953.6-2)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

98. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS AND INCIDENTAL PURPOSES, AS GRANTED TO CRANE MILLS, IN DEED RECORDED MAY 15, 1979, BOOK 1623, PAGE 544, OFFICIAL RECORDS. (REF. NO. 4241.8-01)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

99. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED OCTOBER 16, 1979, BOOK 1670, PAGE 183, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11/3953.6-57)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

100. AN EASEMENT OVER SAID LAND FOR ROADS, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 26, 1979, BOOK 1682,

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PAGE 500, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11/3953.6-59)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

101. AN EASEMENT OVER SAID LAND FOR ROADS, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MARCH 20, 1980, BOOK 1711, PAGE 83, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11/3953.6-60)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

QUITCLAIM DEED RECORDED OCTOBER 20, 2006, INSTRUMENT NO. 2006-0053535 OF OFFICIAL RECORDS RELEASING A PORTION OF THE HEREIN DESCRIBED PROPERTY.

102. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED JULY 25, 1980, BOOK 1740, PAGE 296, OFFICIAL RECORDS. (REF. NO. PRC 5180.9)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

103. AN EASEMENT OVER SAID LAND FOR ROAD 25 FEET ON EACH SIDE OF THE CENTERLINE WITH SUCH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION AND PROTECTION OF CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO SOUTHERN PACIFIC LAND COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 06, 1980, BOOK 1743, PAGE 197, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11-Q (3953.6-60))

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

TERMINATION OF EASEMENT RECORDED MAY 16, 2007, INSTRUMENT NO. 2007-0022974 OF OFFICIAL RECORDS TERMINATES EASEMENT 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 DESCRIBED IN THE HEREIN ABOVE DESCRIBED EASEMENT.

104. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED SEPTEMBER 16, 1980, BOOK 1754, PAGE 451, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 3783.11/3953.6-63)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

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105. AN EASEMENT AGREEMENT OVER SAID LAND FOR TERMS, CONDITIONS AND PROVISIONS AND INCIDENTAL PURPOSES, EXECUTED BY UNITED STATES OF AMERICA AND SOUTHERN PACIFIC LAND COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 06, 1980, BOOK 1743, PAGE 197, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

A PORTION OF SAID AGREEMENT WAS TERMINATED BY TERMINATION OF EASEMENT RECORDED MAY 16, 2007, AS INSTRUMENT NO. 2007-0022974, SHASTA COUNTY RECORDS.

106. AN EASEMENT OVER SAID LAND FOR TRANSPORTING WATER ALONG WITH THE RIGHT TO MAINTAIN AND REPAIR A PIPE LINE WITHIN A STRIP OF LAND 10.00 FEET IN WIDTH AND INCIDENTAL PURPOSES, AS GRANTED TO GERALD K. SKINNER, ET AL., IN DEED RECORDED NOVEMBER 30, 1981, BOOK 1854, PAGE 76, OFFICIAL RECORDS. (REF. NO. 4241.6-COLOMBERO 9-81)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

107. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JANUARY 22, 1982, BOOK 1865, PAGE 545, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

108. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED SEPTEMBER 13, 1982, BOOK 1912, PAGE 596, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

109. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO LYLE A. WINKLER, ET UX., IN DEED RECORDED OCTOBER 01, 1982, BOOK 1916, PAGE 414, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 4241.6-WINKLER 7-82)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

110. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED NOVEMBER 10, 1982, BOOK 1924, PAGE 151, OFFICIAL RECORDS.

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

111. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND INCIDENTAL PURPOSES, AS RESERVED BY UNITED STATES OF AMERICA, IN DEED RECORDED APRIL 15, 1983, BOOK 1959, PAGE 47, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

112. AN EXCLUSIVE RIGHT-OF-WAY FOR ALL RIGHT, TITLE AND ITNEREST IN AN EXISTING ROAD, FOREST SERVICE NO. 37N16, ALSO KNOWN AS SIMS ROAD, THE EASEMENT BEING 66 FEET IN WIDTH, PLUS SUCH ADDITIONAL WIDTH AS NECESSARY TO ACCOMMODATE TURNOUTS, CUTS, FILLS AND DRAINAGE STRUCTURES, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA RECORDED APRIL 15, 1983 IN BOOK 1959 OF OFFICIAL RECORDS AT PAGE 47, SHASTA COUNTY RECORDS. SAID PATENT FURTHER CONTAINS THE FOLLOWING PROVISION:

THAT PRIOR TO ANY ROAD MAINTENANCE OR NEW CONSTRUCTION, THE PATENTEE AGREES TO NOTIFY THE FOREST SUPERVISOR, SHASTA-TRINITY NATIONAL FOREST, SO THAT ADEQUATE PROTECTION MAY BE PROVIDED FOR THE SENSITIVE PLANT ARNICA VENOSA.

113. AN EXCLUSIVE RIGHT OF WAY FOR AND ALL RIGHT, TITLE AND INTEREST IN A ROAD TO BE BUILT, THE EASEMENT BEING 50 FEET IN WIDTH, PLUS SUCH ADDITIONAL WIDTH AS NECESSARY TO ACCOMMODATE TURNOUTS, CUTS, FILLS AND DRAINAGE STRUCTURES AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA RECORDED APRIL 15, 1983 IN BOOK 1959 OF OFFICIAL RECORDS AT PAGE 47, SHASTA COUNTY RECORDS.

AFFECTS THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M.

114. THE INTEREST, RIGHTS AND PRIVILEGES OF BOTH THE UNITED STATES OF AMERICA AND SOUTHERN PACIFIC LAND COMPANY, CONTAINED IN THAT CERTAIN EASEMENT RECORDED AUGUST 26, 1966 IN BOOK 892 OF OFFICIAL RECORDS AT PAGE 548, SHASTA COUNTY RECORDS, AND IN THAT CERTAIN EASEMENT RECORDED OCTOBER 3, 1972 IN BOOK 1138 OF OFFICIAL RECORDS AT PAGE 341, SHASTA COUNTY RECORDS, ALL AS SET FORTH IN ITEMS 4 AND 5 OF THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED APRIL 15, 1983 IN BOOK 1959, PAGE 47, SHASTA COUNTY RECORDS.

115. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 14.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO PORTUGUESE FLAT DEVELOPMENT, A GENERAL PARTNERSHIP, IN DEED RECORDED JUNE 13, 1983, BOOK 1973, PAGE 678, OFFICIAL RECORDS, WHICH DEED RECITES, IN PART:

THAT THE "USE OF SAID EASEMENT SHALL BE FOR THE PURPOSE OF MAINTAINING AN

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IRRIGATION DITCH WHICH CROSSES SAID EASEMENT AT SEVERAL LOCATIONS."

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

116. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 29, 1983, BOOK 1986, PAGE 531, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

117. AN EASEMENT OVER SAID LAND FOR TRAILS, 10.00 FET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 02, 1983, BOOK 1987, PAGE 377, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

118. AN EASEMENT OVER SAID LAND FOR TRAILS, 10.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 03, 1983, BOOK 1987, PAGE 697, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

119. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 04, 1983, BOOK 1988, PAGE 180, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

120. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO ROBERT LEE WOODFILL, IN DEED RECORDED SEPTEMBER 02, 1983, BOOK 1996, PAGE 134, OFFICIAL RECORDS. (REF. NO. 4241.9-WESTLAKE, ET AL.)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

121. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO GEORGE A. BERLEMEIER, ET UX., IN DEED RECORDED JANUARY 23, 1984, BOOK 2030, PAGE 52, OFFICIAL RECORDS. (REF. NO. 4241.9-BERLEMEIER)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

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122. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO EUMID N. FREEMAN, ET UX., IN DEED RECORDED JANUARY 23, 1984, BOOK 2030, PAGE 58, OFFICIAL RECORDS.

AFFECTS: (REF. NO. 4241.9-FREEMAN)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

123. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO WILLIAM H. MOON, ET UX., IN DEED RECORDED JANUARY 23, 1984, BOOK 2030, PAGE 64, OFFICIAL RECORDS. (REF. NO. 4241.9-MOON)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

124. AN EASEMENT OVER SAID LAND FOR A ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO ROSEBURG LUMBER COMPANY, IN DEED RECORDED JANUARY 31, 1984, BOOK 2032, PAGE 109, OFFICIAL RECORDS. (REF. NO. 4241.10-2)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

125. AN EASEMENT OVER SAID LAND FOR ROADS 25 FEET ON EACH SIDE OF THE CENTERLINE WITH SUCH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION AND PROTECTION OF CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO ROSEBURG LUMBER COMPANY, A CORPORATION, IN DEED RECORDED SEPTEMBER 28, 1983, BOOK 2002, PAGE 522, OFFICIAL RECORDS, AND RE-RECORDED AUGUST 6, 1984, BOOK 2083, PAGE 206, OFFICIAL RECORDS.

AFFECTS:

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

126. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA AS EXCEPTED AND RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 16, 1984, BOOK 2085, PAGE 586, OFFICIAL RECORDS.

AFFECTS: THAT PORTION OF THE PROPERTY HEREIN DESCRIBED LYING WITHIN SECTIONS 24 AND 26, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

127. AN EASEMENT OVER SAID LAND FOR A RIGHT OF WAY FOR DITCHES OR CANALS

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CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA AS EXCEPTED AND RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 28, 1984, BOOK 2088, PAGE 385, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

128. THE INTEREST, RIGHTS AND PRIVILEGES OF BOTH THE UNITED STATES AND SOUTHERN PACIFIC LAND COMPANY, CONTAINED IN THOSE CERTAIN EASEMENTS RECORDED AUGUST 26, 1966 IN BOOK 892, PAGE 548, OCTOBER 3, 1972 IN BOOK 1138, PAGE 364, AND SEPTEMBER 12, 1978 IN BOOK 1555, PAGE 16, SHASTA COUNTY RECORDS, ALL AS SET FORTH IN ITEMS 6 AND 7 OF THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED AUGUST 28, 1984 IN BOOK 2088 OF OFFICIAL RECORDS AT PAGE 385, SHASTA COUNTY RECORDS.

129. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MARCH 22, 1985, BOOK 2135, PAGE 85, OFFICIAL RECORDS. (REF. NO. 3953-6-91)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

130. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 29, 1985, BOOK 2166, PAGE 194, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

131. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED JULY 29, 1985, BOOK 2166, PAGE 198, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

132. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO CHAMPION INTERNATIONAL CORPORATION, IN DEED RECORDED AUGUST 30, 1985, BOOK 2175, PAGE 316, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

133. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED FEBRUARY 05, 1986, BOOK 2207, PAGE 733, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

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134. AN EASEMENT OVER SAID LAND FOR A ROAD, 50.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED FEBRUARY 05, 1986, BOOK 2207, PAGE 740, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

135. AN EASEMENT OVER SAID LAND FOR A PRIVATE ROAD, 30.00 FEET IN WIDTH, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO ARMIL HUELSMAN, ET UX., IN DEED RECORDED FEBRUARY 07, 1986, BOOK 2208, PAGE 470, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

136. AN EASEMENT OVER SAID LAND FOR PRIVATE ROADS, TOGETHER WITH ADDITIONAL WIDTH FOR CUTS, FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO CRANE MILLS, A CALIFORNIA CORPORATION, IN DEED RECORDED FEBRUARY 13, 1986, BOOK 2209, PAGE 305, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

137. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE CERTAIN RIGHTS OF INGRESS OR EGRESS TO OR FROM THE FREEWAY ADJOINING SAID LAND, SAID RIGHTS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA, BY DEED RECORDED APRIL 3, 1986 IN BOOK 2218 OF OFFICIAL RECORDS, AT PAGE 478, SHASTA COUNTY RECORDS.

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

138. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES, 30.00 FEET IN WIDTH AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED JANUARY 16, 1987, BOOK 2286, PAGE 601, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

139. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES, 30.00 FEET IN WIDTH AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED MARCH 25, 1987, BOOK 2302, PAGE 138, OFFICIAL RECORDS.

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

140. EASEMENTS, LICENSES, RIGHTS, TERMS AND CONDITIONS AS SET FORTH IN A LICENSE AGREEMENT EXECUTED BY AND BETWEEN SANTA FE PACIFIC TIMBER COMPANY, A DELAWARE CORPORATION, LICENSOR, AND SFP MINERALS CORPORATION, A DELAWARE CORPORATION, LICENSEE, DATED DECEMBER 23, 1987, RECORDED JANUARY 6, 1988 IN BOOK 2370 OF OFFICIAL RECORDS AT PAGE 102, SHASTA COUNTY RECORDS.

MEMORANDUM OF LICENSE AGREEMENT EXECUTED BY SANTA FE PACIFIC TIMBER COMPANY (LICENSOR) AND SFP MINERALS CORPORATION (LICENSEE) RECORDED MAY 20, 1988 IN BOOK 2399, PAGE 235, SHASTA COUNTY RECORDS.

THE EFFECT OF A "SPECIAL WARRANTY DEED" EXECUTED BY NEWMONT GOLD COMPANY, A DELAWARE CORPORATION TO NEWMONT REALTY COMPANY, A DELAWARE CORPORATION RECORDED APRIL 10, 2006, INSTRUMENT NO. 2000-0013455 SHASTA COUNTY RECORDS.

THE EFFECT OF AN "ASSIGNMENT AND ASSUMPTION AGREEMENT" EXECUTED BY NEWMONT GOLD COMPANY, A DELAWARE CORPORATION (ASSIGNOR) AND NEWMONT REALTY COMPANY, A DELAWARE CORPORATION (ASSIGNEE) RECORDED APRIL 18, 2000 AS INSTRUMENT NO. 2000-13456 SHASTA COUNTY RECORDS.

MEMORANDUM OF PAID-UP OIL AND GAS LEASE EXECUTED BY NEWMONT REALTY COMPANY, A DELAWARE CORPORATION AND PRIZE ENERGY RESOURCES, LP A DELAWARE LIMITED PARTNERSHIP RECORDED MARCH 14, 2007, AS INSTRUMENT NO. 2007-0012036, SHASTA COUNTY RECORDS.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST EXECUTED BY PRIZE ENERGY RESOURCES, LP AND ENERGY PRODUCTION COMPANY, LP RECORDED MAY 28, 2008, AS INSTRUMENT NO. 2008-0018525, SHASTA COUNTY RECORDS.

141. AN EASEMENT OVER SAID LAND FOR ROADS, 30 FEET, BEING 15 FEET ON EITHER SIDE OF THE CENTERLINE OF THE ROAD SO CONSTRUCTED OR MORE AS NECESSARY TO ACCOMMODATE CUT AND FILL SLOPES AND DRAINAGE STRUCTURES AND INCIDENTAL PURPOSES, AS GRANTED TO ROSEBURG LUMBER COMPANY, AN OREGON CORPORATION, IN DEED RECORDED MAY 10, 1988, BOOK 2396, PAGE 759, OFFICIAL RECORDS.

AFFECTS: THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, AND THE NORTH HALF OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 5 WEST, AND THE WEST HALF OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M.

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NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

142. AN EASEMENT OVER SAID LAND FOR UNDERGROUND CABLES, WAVE GUIDES, WIRES, CONDUITS, MANHOLES, DRAINS, SPLICING BOXES, REPEATERS, REPEATER HOUSINGS, AND OTHER FACILITIES FOR SIMILAR USES, TOGETHER WITH SURFACE TESTING TERMINALS, MARKERS, REPEATERS, REPEATER HOUSINGS, AND OTHER APPURTENANCES WITHOUT LIMITATION, UPON, OVER, UNDER AND ACROSS A STRIP OF LAND TWENTY (20) FEET WIDE TEN (10) FEET ON EACH SIDE OF THE FIRST CABLE PLACED WITHIN THE LAND AND INCIDENTAL PURPOSES, AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, A NEW YORK CORPORATION, IN DEED RECORDED JULY 07, 1988, BOOK 2410, PAGE 812, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

143. THE RESERVATION AS CONTAINED IN THE PATENT DATED APRIL 21, 1988 EXECUTED BY THE UNITED STATES OF AMERICA TO SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION RECORDED JUNE 15, 1988 IN BOOK 2412 OF OFFICIAL RECORDS AT PAGE 716, SHASTA COUNTY RECORDS, WHICH IN PART RECITES:

"THE MINERAL ESTATE AND ALL THE MINERAL DEPOSITS IN THE LANDS HEREIN PATENTED FOR A PERIOD OF TWO YEARS FROM ISSUANCE OF PATENT AND FOR SUCH TIME THEREAFTER AS MAY BE REASONABLY NECESSARY FOR THE UNITED STATES TO ADJUDICATE THE RIGHTS OF ANY APPLICATION FOR PATENT TO THE MINERAL ESTATE FILED DURING SAID TWO-YEAR PERIOD PURSUANT TO 30 U.S.C. 21, ET SEQ. GRANTEE, BY ACCEPTING THIS LAND PATENT, ACKNOWLEDGES THAT THE PROPERTY IS ENCUMBERED BY . . . MINING CLAIMS FILED PURSUANT TO THE MINING LAWS OF THE UNITED STATES, 30 U.S.C. 21, ET SEQ. . .

. . . THE CONVEYANCE OF THE PROPERTY BY THIS LAND PATENT IS MADE SUBJECT TO THE . . . CLAIMS AND TO ANY AND ALL RIGHTS THAT THE HOLDERS THEREOF MAY HAVE PURSUANT TO THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA. IT IS THE INTENT OF THE UNITED STATES BY THIS LAND PATENT TO PRESENTLY DISPOSE OF WHATEVER SURFACE INTEREST, IF ANY, THE UNITED STATES PRESENTLY HAS IN THE PROPERTY, AND TO DISPOSE OF WHATEVER INTEREST, IF ANY, THE UNITED STATES PRESENTLY HAS IN THE MINERAL ESTATE, TWO YEARS AFTER THE ISSUANCE OF THIS PATENT EXCEPT TO THE EXTENT RIGHTS ARE EXPRESSLY RESERVED TO THE UNITED STATES, INCLUDING THE RIGHT TO PATENT THE MINERAL ESTATE TO ANY CLAIMANTS OF RECORD, THEIR AGENTS AND ASSIGNS, WHICH MAY HAVE PERFECTED A MINING CLAIM ON THE PROPERTY WITHIN TWO YEARS OF THE DATE OF THIS GRANT, AND THE RIGHT TO PATENT IN FEE TO ANY CLAIMANTS OF RECORD, THEIR AGENTS AND ASSIGNS, WHICH MAY HAVE PERFECTED A MINING CLAIM ON THE PROPERTY PRIOR TO FEBRUARY 13, 1986.

GRANTEE, BY ACCEPTING THIS LAND PATENT, FURTHER ACKNOWLEDGES THAT THE RIGHTS OF THE HOLDER OF SAID MINING CLAIMS MAY INCLUDE THE RIGHT TO USE BOTH THE SURFACE AND SUBSURFACE OF THE PROPERTY AND, UPON COMPLIANCE WITH THE APPLICABLE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, TO

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FEE TITLE TO THE SURFACE ESTATE AS WELL AS THE MINERAL ESTATE."

144. AN EASEMENT OVER SAID LAND FOR ROAD, 25 FEET ON EACH SIDE OF THE CENTERLINE WITH SUCH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION AND PROTECTION OF CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 19, 1988, BOOK 2422, PAGE 177, OFFICIAL RECORDS.

AFFECTS: EAST HALF EAST HALF NORTHEAST QUARTER SECTION 5, NORTH HALF NORTHEAST QUARTER, NORTHEAST QUARTER NORTHEAST QUARTER NORTHWEST QUARTER SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 4 WEST M.D.M.; WEST HALF SOUTHEAST QUARTER, EAST HALF SOUTHWEST QUARTER, EAST HALF SOUTHWEST QUARTER SOUTHWEST QUARTER, SECTION 29, WEST HALF SOUTHWEST QUARTER SECTION 33, ALL IN TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

145. AN EASEMENT OVER SAID LAND FOR ROAD, 25 FEET ON EACH SIDE OF THE CENTERLINE WITH SUCH ADDITIONAL WIDTH AS REQUIRED FOR ACCOMMODATION AND PROTECTION OF CUTS AND FILLS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED AUGUST 19, 1988, BOOK 2422, PAGE 182, OFFICIAL RECORDS.

AFFECTS: SOUTHEAST QUARTER SOUTHEAST QUARTER SOUTHEAST QUARTER SECTION 31, TOWNSHIP 37 NORTH, RANGE 4 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

146. AN EASEMENT OVER SAID LAND FOR COMMUNICATION SYSTEMS, CONSISTING OF UNDERGROUND CABLES, WAVE GUIDES, WIRES, CONDUITS, MANHOLES, DRAINS, SPLICING BOXES, REPEATERS, REPEATER HOUSINGS, AND OTHER FACILITIES FOR SIMILAR USES, TOGETHER WITH SURFACE TESTING TERMINALS, MARKERS, REPEATERS, REPEATER HOUSINGS AND OTHER APPURTENANCES WITHOUT LIMITATION, UPON, OVER, UNDER AND ACROSS A STRIP OF LAND TWENTY (20) FEET WIDE TEN (10) FEET ON EACH SIDE OF THE FIRST CABLE PLACED WITHIN THE LAND AND INCIDENTAL PURPOSES, AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, A NEW YORK CORPORATION, IN DEED RECORDED JULY 12, 1990, BOOK 2618, PAGE 283, OFFICIAL RECORDS.

AFFECTS: SECTIONS 28 AND 33, TOWNSHIP 38 NORTH, RANGE 4 WEST AND SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

147. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 04, 1991, BOOK 2693, PAGE 632, OFFICIAL RECORDS.

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SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

AFFECTS THE NORTH HALF OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 37 NORTH, RANGE 5 WEST, M.D.M.

148. AN EASEMENT OVER SAID LAND FOR AN EXISTING ROAD AND BRIDGES, FOR THE PURPOSE OF OBTAINING ACCESS TO THEIR LANDS FOR THE MANAGEMENT, HARVESTING AND REMOVAL OF FOREST WOOD PRODUCTS AND OTHER NATURAL RESOURCES, AND FOR OTHER INCIDENTAL USES UPON A STRIP OF LAND 30 FEET IN WIDTH, TOGETHER WITH SUCH ADDITIONAL WIDTH AS MAY BE NECESSARY FOR CUTS, FILLS AND TURNOUTS AND INCIDENTAL PURPOSES, AS GRANTED TO JAMES SCHEER, GARY MILLER, SILLER BROTHERS, INCORPORATED, AND ERNEST R. ROUSE, REFEREE AS REPRESENTATIVE FOR THE BARR PROPERTY OWNERS GROUP, IN DEED RECORDED MARCH 05, 1991, BOOK 2694, PAGE 291, OFFICIAL RECORDS.

AFFECTS: WEST HALF OF WEST HALF; SOUTHEAST QUARTER OF NORTHWEST QUARTER; NORTHEAST QUARTER OF SOUTHWEST QUARTER; SOUTHEAST QUARTER OF SOUTHEAST QUARTER SECTION 31, TOWNSHIP 31 NORTH, RANGE 6 WEST, M.D.M.; NORTH HALF OF NORTHEAST QUARTER; WEST HALF OF WEST HALF; EAST HALF OF SOUTHWEST QUARTER SECTION 1, TOWNSHIP 30 NORTH, RANGE 9 WEST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

149. AN EASEMENT OVER SAID LAND FOR CONSTRUCTION AND OPERATION THEREIN OR THEREON OF A TELECOMMUNICATIONS TRANSMISSION SYSTEM CONSISTING OF WIRES, CABLES AND OTHER MEANS OF TRANSMISSION, INCLUDING FIBER OPTIC CABLES WITH MULTIPLE FIBERS OR STRANDS AND ATTENDANT EQUIPMENT, BUILDINGS AND APPURTENANCES AND INCIDENTAL PURPOSES, AS GRANTED TO MCI TELECOMMUNICATIONS CORPORATION, A DELAWARE CORPORATION, IN DEED RECORDED MAY 28, 1992, BOOK 2866, PAGE 41, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

150. AN EASEMENT OVER SAID LAND FOR PUBLIC HIGHWAYS AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED JUNE 17, 1992, BOOK 2874, PAGE 238, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID DEED FURTHER CONTAINS A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A HIGHWAY OR FREEWAY CONTIGUOUS THERETO.

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AFFECTS PORTION OF SECTION 7, TOWNSHIP 32 NORTH, RANGE 7 WEST

151. TERMS, CONDITIONS AND PROVISIONS OF "GRANT OF EASEMENT" EXECUTED BY CRANE MILLS, A CALIFORNIA CORPORATION AND SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION, RECORDED MARCH 14, 1997 IN BOOK 3551, PAGE 422, SHASTA COUNTY RECORDS.

AFFECTS SECTION 9, TOWNSHIP 31 NORTH, RANGE 7 WEST

152. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO CRANE MILLS, IN DEED RECORDED APRIL 21, 1994, BOOK 3150, PAGE 795, OFFICIAL RECORDS.

AFFECTS: PORTIONS OF SECTION 3 AND 15, TOWNSHIP 30 NORTH, RANGE 8 WEST

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ROAD RIGHT OF WAY AGREEMENT DATED MARCH 14, 1974 AND AS AMENDED ON JULY 5, 1988 REFERRED TO IN THE HEREINABOVE DESCRIBED EASEMENT.

153. RESULTS OF A SURVEY RECORDED JULY 11, 1995 IN BOOK 51 OF LAND SURVEYS AT PAGE 99.

AFFECTS SECTION 11, 23, 3, 13, TOWNSHIP 35 NORTH, RANGE 3 WEST M.D.M.

154. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN NOTICE OF CONSENT TO USE OF LAND EXECUTED BY SIERRA PACIFIC HOLDING COMPANY RECORDED MARCH 5, 1999, INSTRUMENT NO. 1999-0009050, SHASTA COUNTY RECORDS.

155. DEED OF CULTURAL CONSERVATION EASEMENT OVER SAID LAND, AS GRANTED TO THE WINNEMEM WINTU ORGANIZATION, IN DEED RECORDED AUGUST 07, 1998, INSTRUMENT NO. 1998-0031297, OFFICIAL RECORDS.

AFFECTS: THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 3 WEST

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

156. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT DEED EXECUTED BY ROY A. GRAVES, ET UX. AND SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 27, 2000, INSTRUMENT NO. 2000-0014577,

157. UNRECORDED LEASE, BY AND BETWEEN SIERRA PACIFIC HOLDING COMPANY AND SACRAMENTO-VALLEY LIMITED PARTNERSHIP, AS DISCLOSED BY MEMORANDUM OF SUBLEASE, RECORDED JULY 10, 2000, INSTRUMENT NO. 2000-0041461, OFFICIAL RECORDS, AND ON THE TERMS AND CONDITIONS CONTAINED IN SAID LEASE.

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AFFECTS PORTION OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 4 WEST

158. A MEMORANDUM OF AGREEMENT BY AND BETWEEN SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION AND NEXTEL OF CALIFORNIA, INC., A DELAWARE CORPORATION D/B/A NEXTEL COMMUNICATIONS, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED DECEMBER 14, 2000, INSTRUMENT NO. 2000-0045296, OFFICIAL RECORDS.

AFFECTS PORTION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 4 WEST

159. A MEMORANDUM OF AGREEMENT BY AND BETWEEN SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION AND NEXTEL OF CALIFORNIA, INC., A DELAWARE CORPORATION D/B/A NEXTEL COMMUNICATIONS, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED DECEMBER 14, 2000, INSTRUMENT NO. 2000-0045297, OFFICIAL RECORDS.

AFFECTS PORTION OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 4 WEST

160. PRIVATE COVENANT GOVERNING THE REMOVAL OF WIRELESS TELECOMMUNICATION FACILITY RECORDED APRIL 18, 2003, AS INSTRUMENT NO. 2003-0024574, SHASTA COUNTY RECORDS.

AFFECTS SECTION 26, TOWNSHIP 38 NORTH, RANGE 4 WEST

161. COST SHARE EASEMENT, DATED FEBRUARY 9, 2004, FROM THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE FOREST SERVICE DEPARTMENT OF AGRICULTURE, TO SIERRA PACIFIC INDUSTRIES, A CORPORATION OF THE STATE OF CALIFORNIA, RECORDED FEBRUARY 20, 2004, INSTRUMENT NO. 2004-0009586, SHASTA COUNTY RECORDS.

AFFECTS SECTION 24, TOWNSHIP 37 NORTH, RANGE 1 WEST; SECTION 4, TOWNSHIP 36 NORTH, RANGE 1 EAST; SECTION 5, TOWNSHIP 36 NORTH, RANGE 3 WEST

RE-RECORDED MARCH 9, 2004, INSTRUMENT NO. 2004-0012882, SHASTA COUNTY RECORDS.

162. A "ROAD RIGHT OF WAY AGREEMENT" BY AND BETWEEN CRANE MILLS, A CALIFORNIA CORPORATION AND SIERRA PACIFIC HOLDING COMPANY, A CALIFORNIA CORPORATION, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED MARCH 30, 2004, INSTRUMENT NO. 2004-0017338, OFFICIAL RECORDS.

163. AN "EXCHANGE OF ROAD EASEMENTS" BY AND BETWEEN SIERRA PACIFIC HOLDING COMPANY, A CORPORATION AND OWEN BROWN, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL

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DESCRIPTION HEREIN, RECORDED MARCH 26, 2004, INSTRUMENT NO. 2004-0016632, OFFICIAL RECORDS.

AFFECTS PORTION OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 5 WEST

164. PRIVATE COVENANT GOVERNING THE REMOVAL OF WIRELESS TELECOMMUNICATION FACILITY RECORDED OCTOBER 28, 2004 AS INSTRUMENT NO. 2004-0062042 SHASTA COUNTY RECORDS.

165. PRIVATE COVENANT GOVERNING THE REMOVAL OF WIRELESS TELECOMMUNICATION FACILITY RECORDED DECEMBER 16, 2004 AS INSTRUMENT NO. 2004-0072074 SHASTA COUNTY RECORDS.

166. AN EASEMENT OVER SAID LAND FOR RECIPROCAL EASEMENTS AND INCIDENTAL PURPOSES, AS GRANTED TO UNITED STATES OF AMERICA, IN DEED RECORDED MARCH 24, 2005, INSTRUMENT NO. 2005-0016225, OFFICIAL RECORDS.

AFFECTS: SECTION 11, TOWNSHIP 35 NORTH, RANGE 4 WEST

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

167. A "RECIPROCAL EASEMENT AGREEMENT" BY AND BETWEEN THE SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION AND COOMBS TREE FARMS, INC., A CALIFORNIA CORPORATION, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED SEPTEMBER 05, 2006, INSTRUMENT NO. 2006-0045355, OFFICIAL RECORDS.

168. A "COST SHARE EASEMENT" FROM THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE FOREST SERVICE, DEPARTMENT OF AGRICULTURE, TO SIERRA PACIFIC HOLDING COMPANY, A CORPORATION OF THE STATE OF CALIFORNIA, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED MAY 16, 2007, INSTRUMENT NO. 2007-0022977, OFFICIAL RECORDS.

NOTE: TAXES FOR 2007-2008 HAVE BEEN PAID.

ITEMS 169 THROUGH 184 AFFECT TRACT II:

169. AN EASEMENT OVER SAID LAND FOR DITCH AND FLUME AND INCIDENTAL PURPOSES, AS GRANTED TO SIERRA ELECTRIC POWER COMPANY, IN DEED RECORDED NOVEMBER 23, 1911, BOOK 112 OF DEEDS, PAGE 34, OFFICIAL RECORDS.

AFFECTS: THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 3 EAST

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416. THE EXAMINATION OF TITLE ON THE PROPERTY HEREIN FAILED TO DISCLOSE ANY RECORDED MEANS OF ACCESS FOR THE BENEFIT OF SAID LAND. IN THE EVENT AN EXAMINATION IS REQUESTED TO DETERMINE ACCESS RIGHTS, AS APPROPRIATE FEE WILL BE CHARGED FOR SUCH EXAMINATION.

(NOTE: IF SUCH AN EXAMINATION IS REQUESTED, IT WILL BE NECESSARY THAT THE COMPANY BE PROVIDED INFORMATION REGARDING THE LOCATION OF THE EXISTING OR DESIRED ROUTE OF ACCESS.)

NOTE: TAXES FOR 2007-2008 HAVE BEEN PAID.

EXCEPTIONS 417 THROUGH 419 AFFECT TRACT VI:

417. AN EASEMENT OVER SAID LAND TO CONSTRUCT, USE AND MAINTAIN A 60.00 FOOT NON-EXCLUSIVE EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, AS GRANTED TO KENNETH R. WALKER, ET AL., IN DEED RECORDED AUGUST 17, 1983, BOOK 1991, PAGE 254, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

418. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN "NOTICE OF CONSENT TO USE LAND" EXECUTED BY SIERRA PACIFIC HOLDING COMPANY RECORDED MARCH 5, 1999, AS INSTRUMENT NO. 1999-0009050, SHASTA COUNTY RECORDS.

419. "A PRIVATE COVENANT RESTRICTING THE SALE OR TRANSFER OF LAND WHICH IS A PORTION OF A TIMBER PRODUCTION ZONE DISTRICT", EXECUTED BY SIERRA PACIFIC INDUSTRIES, SETTING FORTH TERMS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION REFERRED TO IN THE LEGAL DESCRIPTION HEREIN, RECORDED NOVEMBER 09, 2000, INSTRUMENT NO. 2000-0040205, OFFICIAL RECORDS.

AFFECTS THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 3 EAST.

NOTE: TAXES FOR 2007-2008 HAVE BEEN PAID.

EXCEPTIONS 420 THROUGH 428 AFFECTS TRACT VII:

420. THE RIGHT TO USE ALL WATER NEEDED FOR OPERATING AND REPAIRING THE RAILROAD OF THE CENTRAL PACIFIC RAILROAD COMPANY WHICH RISES ON SAID LAND AND THE RIGHT OF WAY TO CONDUCT WATER RISING ON OTHER LANDS ACROSS SAID LAND IN PIPES OR AQUEDUCTS FOR SAID PURPOSES, AS RESERVED IN THE DEED FROM THE CENTRAL PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED FEBRUARY 21, 1890 IN BOOK 5 OF RAILROAD DEEDS AT PAGE 187, SHASTA COUNTY RECORDS.

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(AFFECTS PARCEL 2)

421. THE CONVEYANCE OF A DITCH TAKING WATER OUT OF "SWEET BRIER CREEK" AS SET FORTH IN THE DEED FROM WILLIAM MYERS TO JOHN BAMBER, RECORDED SEPTEMBER 14, 1892 IN BOOK 32 OF DEEDS AT PAGE 514, SHASTA COUNTY RECORDS.

422. THE REQUIREMENT THAT THE PATENT DATED DECEMBER 28, 1895 FROM THE UNITED STATES OF AMERICA TO EDWARD A. KING (OR A CERTIFIED COPY THEREOF) BE RECORDED IN THE SHASTA COUNTY RECORDER'S OFFICE TO COMPLETE THE RECORD CHAIN OF TITLE.

AFFECTS A PORTION OF PARCEL 5, THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 4 WEST, M.D.B.&M.

423. THE RIGHT TO USE ALL WATER NEEDED FOR OPERATING AND REPAIRING THE RAILROAD OF THE CENTRAL PACIFIC RAILWAY COMPANY WHICH RISES ON SAID LAND AND THE RIGHT OF WAY TO CONDUCT WATER RISING ON OTHER LANDS ACROSS SAID LAND IN PIPES OR AQUEDUCTS FOR SAID PURPOSES, AS RESERVED IN THE DEED FROM THE CENTRAL PACIFIC RAILWAY COMPANY, A CORPORATION, RECORDED MARCH 25, 1901 IN BOOK 62 OF DEEDS AT PAGE 119, SHASTA COUNTY RECORDS. (AFFECTS PARCEL 3)

424. AN EASEMENT OVER SAID LAND FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF UNDERGROUND WIRES, CABLES AND OTHER ELECTRICAL CONDUCTORS AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 28, 1943, BOOK 180, PAGE 484, OFFICIAL RECORDS.

AFFECTS: A 20.00 FOOT STRIP WITHIN PARCELS 1, 2, 3, 4 AND 5 OF THE PROPERTY HEREIN DESCRIBED

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

425. AN EASEMENT OVER SAID LAND FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN AERIAL TRAMWAY AND INCIDENTAL PURPOSES, AS GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, IN DEED RECORDED JULY 09, 1952, BOOK 368, PAGE 145, OFFICIAL RECORDS.

AFFECTS: PORTION OF PARCEL 2

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

426. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 31, 1961, BOOK 676, PAGE 48, OFFICIAL RECORDS.

427. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE

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STATE OF CALIFORNIA, RECORDED MAY 02, 1967, BOOK 915, PAGE 153, OFFICIAL RECORDS; AND JUNE 9, 1969, BOOK 992, PAGE 402, OFFICIAL RECORDS.

428. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN "NOTICE OF CONSENT TO USE OF LAND" RECORDED MARCH 5, 1999, AS INSTRUMENT NO. 1999-0009050, SHASTA COUNTY RECORDS.

NOTE: TAXES FOR 2007-2008 HAVE BEEN PAID.

EXCEPTIONS 429 THROUGH 446 AFFECT TRACT VIII:

429. THE RIGHT TO USE ANY WATER NATURALLY RISING UPON OR FLOWING ACROSS ANY OF THE LANDS HEREIN DESCRIBED AND THE RIGHT TO CONDUCT THE SAME, AS WELL AS WATER RISING UPON OTHER LANDS, ACROSS SAID LAND IN PIPES OR AQUEDUCTS, TOGETHER WITH THE NECESSARY RIGHTS OF WAY THEREFORE AS EXCEPTED FROM THE OPERATION OF THE CONVEYANCE FROM CENTRAL PACIFIC RAILWAY COMPANY, A UTAH CORPORATION, (HEREAFTER CPRC) TO THE SOUTHERN PACIFIC LAND COMPANY, A CALIFORNIA CORPORATION, DATED SEPTEMBER 2, 1930 AND RECORDED OCTOBER 21, 1930 IN BOOK 58 OF OFFICIAL RECORDS AT PAGE 449, SHASTA COUNTY RECORDS.

SAID DEED PROVIDES THAT SAID WATER IS THAT WHICH HAD BEEN PREVIOUSLY APPROPRIATED BY, AND THEN BEING USED FOR THE OPERATION OF THE RAILROADS OF CPRC AND THAT SAID RIGHT TO CONDUCT WATER WAS TO THE EXTENT THAT HAD PREVIOUSLY BEEN EXERCISED BY CPRC. AFFECTS PARCEL 2.

430. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO PROSPECT FOR, MINE AND REMOVE ALL OIL, GAS, OIL SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS, ACCORDING TO THE PROVISIONS OF CHAPTER 5, PART 1, DIVISION 6 OF THE PUBLIC RESOURCES CODE AND INCIDENTAL PURPOSES, AS RESERVED BY STATE OF CALIFORNIA, IN DEED RECORDED MAY 05, 1956, BOOK 489, PAGE 449, OFFICIAL RECORDS.

AFFECTS: THE WEST ONE-HALF; THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 1 WEST

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

431. AN EASEMENT OVER SAID LAND FOR THE RIGHT TO EXCAVATE FOR, INSTALL, REPLACE (OF THE INITIAL OR ANY OTHER SIZE), MAINTAIN AND USE SUCH PIPE LINES FOR CONVEYING NATURAL AND ARTIFICIAL GAS AND OTHER GASEOUS OR LIQUID HYDROCARBONS AND ANY PRODUCTS OR BY-PRODUCTS THEREOF, WITH NECESSARY AND PROPER VALVES AND OTHER APPLIANCES AND FITTINGS, AND DEVICES FOR CONTROLLING, ELECTROLYSIS FOR USE IN CONNECTION WITH SAID PIPE LINES, TOGETHER WITH ADEQUATE PROTECTION THEREFROM AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN

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THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE INSTRUMENT RECORDED MAY 1, 1990, BOOK 2592, PAGE 629, OFFICIAL RECORDS.

606. RESERVATIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED, NOVEMBER 06, 1990, IN BOOK 2659 OF OFFICIAL RECORDS AT PAGE 617, AS FOLLOWS:

A) A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES ACT OF AUGUST 30, 1890 (43 U.S.C. 945).

B) AN EXCLUSIVE RIGHT OF WAY FOR ALL RIGHTS, TITLE AND INTEREST IN AN EXISTING ROAD, F.S. ROAD NO. 39N08 AND F.S. ROAD NO. 39N08A.

607. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED UNITED STATES OF AMERICA, IN DEED RECORDED MAY 05, 1992, BOOK 2856, PAGE 229, OFFICIAL RECORDS.

AFFECTS: SECTION 36, WEST 1/2 OF SOUTHEAST 1/4 IN TOWNSHIP 39 NORTH, RANGE 5 EAST, M.D.M.; AND SECTION 1, NORTHWEST 1/4 NORTHEAST 1/4 IN TOWNSHIP 38 NORTH, RANGE 5 EAST, M.D.M.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

608. INTENTIONALLY DELETED

609. INTENTIONALLY DELETED

<u>AFFECTS ALL TRACTS</u>

A. (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.

B. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN IN 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.

C. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.

D. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE

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AND COMPLETE LAND SURVEY OF THE LAND AND THAT ARE NOT SHOWN BY THE PUBLIC RECORDS.

E. (A) UNPATENTED MINING CLIAMS; (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.

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PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon estate or interest:

NONE