

GRANITE CONSTRUCTION COMPANY
ESPARTO FACILITY

**ENVIRONMENTAL / PROJECT SITE
QUESTIONNAIRE**

A. PROPOSED PROJECT SITE

1. Assessor Parcel Number(s): 048-220-221 and 048-220-151
2. Location (nearest public road, cross street, community, etc): County Rd. 87 and Fulton & Frank Lane, 1 ½ miles north of Esparto
3. Size of Assessor Parcel Area(s): 390± acres
4. Existing Land Use(s): Agriculture, on-site residence
5. Existing Building(s) and Structure(s): One on-site residence, garage, storage shed, and workshop
6. Distinctive Physical Features (i.e. landslides, streams, faults): Cache Creek located at southern portion of site.
7. Existing Vegetation: See Appendix D, Biological Assessment.
8. Existing Access Routes (if any): Fulton & Frank Lane and a paved haul road which provides access to Granite's existing Capay Facility
9. Existing Drainage Facilities/Direction: Furrow irrigation for agriculture. Three drainage ditches flowing south toward Cache Creek.
10. Existing Water Supply (if any): On-site wells.
11. Existing Sanitation Facilities (if any): Septic system serves on-site residence.
12. List and Describe all Existing Easements: See attached Title Report.
13. Owner(s) of Mineral Rights:
Granite Construction Company
4001 Bradshaw Road
Sacramento, CA 95827
14. Existing land Conservation Contract and/or other deed restrictions (if any):
Williamson Act Contract 69-331; Notice of Non-Renewal filed November 25, 2003.

B. SURROUNDING PROPERTIES AND LAND USES

1. Land Uses (including type of crops if agricultural).
North: Agriculture (almonds)
South: Cache Creek / Agriculture (walnuts, alfalfa, tomatoes)
East: Agriculture (tomatoes)/ Landfill Convenience Center
West: Sand & Gravel Mining & Processing / Agriculture (melons)
2. Building and Structures (indicate distance from project site).
North: ±900 feet
South: ±1,450 feet
East: ±1,700 feet
West: ±100 feet (Neighboring Capay facility office)
3. Distinctive Physical Features and Vegetation:
North: West Adams Canal
South: Cache Creek
East: Dunnigan Hills
West: Capay Hills
4. Noise characteristics of the surrounding area (include significant noise sources):
See Appendix F, Environmental Noise Analysis.

C. PROJECT DESCRIPTION

1. Proposed use(s) in detail (please attach additional sheets if necessary):
See attached Project Description.
2. Describe in detail the type of materials used, stored, sold and/or processed, and the processes to be involved in the proposed operation (attach sheets if necessary):
Concrete quality aggregates, crushed rock, washed rock and sands, cobbles, pea gravel, engineered fill, pipe bedding material, screened rock, road base, and other special blends. See attached Project Description for description of mining and processing.
3. Identify any potentially dangerous, explosive, flammable or hazardous chemical and/or processes to be used or any hazardous wastes to be generated (attach sheets if necessary). Contact the Environmental Health Division for assistance.
Please see attached Hazardous Materials list.
4. Describe any potential noise or vibration sources associated with the project (i.e. compressor, machine noise, heavy equipment). State the amount of noise to be generated dB(A). Also describe what methods would be used to reduce the noise or vibration (attach additional sheets if necessary):
See Appendix F, Environmental Noise Analysis.

5. Describe any uses or operations producing significant light, glare or heat. Describe what methods would be used to shield, enclose, or otherwise control light, glare or heat (attach sheets if necessary):
Security and operational lighting will be directed so as to reduce off-site glare.
6. Describe source, type, and amount of air pollutant emissions (smoke, odors, steam, gases, water vapor, dust, chemicals) from project. Describe what methods would be used to reduce emissions (attach additional sheets if necessary):
Adjacent Granite Capay facility is typical for anticipated operations. Applicant will coordinate with and obtain Authority to Construct and Permit to Operate from Yolo-Solano Air Quality Management District.
7. Total number of employees:
Estimated at 12 to 15.
8. Hours of operation:
Normal hours between 6:00 a.m. and 6:00 p.m. Monday – Friday. Occasional nighttime and weekend operations.
9. Estimated number of truck deliveries/loadings per day: 192 one-way trips/day
10. Estimated hours of truck deliveries/loadings per day: 6:00 am – 6:00 pm
11. How will security be provided: The site will be secured with perimeter fencing and locked during idle hours. Signs will be installed at site boundaries and access road indicating that excavation area is restricted. Gates with locks and wing fences will be installed to prevent drive-arounds at vehicular access points.
12. Grading/Area to be graded/Total volume to be moved: Approx. 313 acres; 21.85 million cu. yds.
- Slope ratio of steepest finished slope (horizontal feet/each vertical feet): No slopes above the water table will be steeper than 2:1. No slopes below the water table will be steeper than 1.5:1.
- Height of highest finished slope: Fifty (50) feet from average low groundwater level to approximately original grade.
- Disposition of excavated material: The excavated material consists of topsoil (stockpiled), overburden, and sand/gravel. Soil and overburden will be used for reclamation. Sand and gravel will be processed and sold.
- How will dust be controlled: Dust will be controlled as directed by Yolo Solano AQMD.
- Number and size of trees to be removed (by species): 17 small valley oak, 10 live oak, 1 cork oak, and several ornamentals around residence.

D. PROPOSED SERVICES

1. Drainage

Describe how increased runoff will be handled (onsite and offsite):

Runoff from the site will be decreased.

Will the project require the installation or replacement of storm drains or channels: No.

If yes, indicate length, size and capacity: N/A

2. Water Supply

Estimate existing and proposed yearly water supply needs in acre feet or gallons: Existing water usage for agriculture is estimated at 1,018 acre-feet per year. The proposed project will use approximately 286 acre-feet per year for processing wash water. As mining progresses, water use will gradually reduce from 1,018 acre-feet per year at the beginning of operations down toward 286 acre-feet per year. Water use will gradually increase again as lands are returned to agricultural during and after reclamation.

Water Wells or Water Purveyor: A new on-site well will be drilled.

If wells, attach a copy of well water quantity and quality report from testing lab. If water purveyor, attach a copy of a water availability letter from a purveyor.

Will the project require the installation or replacement of new water service mains? If yes, indicate length, size and capacity: No.

3. Sanitation

Sanitation will be provided by private onsite septic system or public sewers: Onsite chemical toilets.

If private system, attach a copy of a soils report and percolation test data (when required), and describe the proposed system (leech-field or seepage pit): N/A

If public sewers, attach copy of a sewer availability letter from sanitary district. Will the project utilize existing sewer mains? If not, indicate length, size and capacity. N/A

Describe toxic and chemical wastes to be discharged and amount: None

4. Electricity

What is the projected amount of electrical usage (peak Kw/hrs/day):

Aggregate Processing Plant: 1,500 Kw/hr. or 12,000 Kw/day

Do existing lines require an increase in number or size: No.

Do any overhead electrical facilities require relocation? If so, describe: No.

Indicate length of new offsite electrical transmission and distribution facilities required to serve project (if applicable): N/A

5. **Natural Gas**

Indicate expected amount of gas usage: N/A

Do existing gas lines have to be increased in size? If yes, please describe:
No.

Do existing gas lines require relocation? If yes, describe: No.

Indicate length and size of new offsite gas mains (if applicable): N/A

6. **Fire Protection**

Indicate number and size of existing and/or proposed fire hydrants and distance from proposed buildings: None.

Indicate number and capacity of existing and/or proposed water storage facilities and distance from proposed buildings: Proposed water clarifier will have approximately 30,000 to 60,000 gallons of water storage capacity.



Chicago Title Insurance Company

POLICY NO.: CACTI7734-7734-2307-0030700713-CTIC-2007-42

OWNER'S POLICY OF TITLE INSURANCE

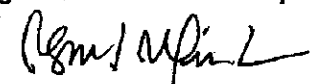

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding 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;*

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.


Countersigned

Chicago Title Insurance Company
BY  President
ATTEST  Secretary



SCHEDULE A

Policy No.: CACTI7734-7734-2307-0030700713-CTIC-2007-42

Amount of Insurance:	\$ 7,750,000.00
Premium Amount:	\$ 13,668.76

Date of Policy: February 16, 2007 at 01:38 PM

1. Name of Insured:

Granite Construction Company, a California Corporation

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

A Fee

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

Granite Construction Company, a California Corporation

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

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

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 4715, FILED FOR RECORD, DECEMBER 05, 2006, IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, IN BOOK 2006 OF PARCEL MAPS, AT PAGE 217 OFFICIAL RECORDS.

PORTION APN: 048-220-141

PARCEL TWO

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 3013, FILED FOR RECORD, OCTOBER 30, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, IN BOOK 5 OF PARCEL MAPS AT PAGE 72 OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND AS GRANTED TO THE COUNTY OF YOLO BY DEEDS, RECORDED DECEMBER 15, 1976 IN BOOK 1222, PAGE 691, AND BOOK 1222, PAGE 693, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN COUNTY ROAD 87.

APN: 048-220-151

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2007-2008.
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. Any unpaid amounts now owing for utilities, of record or not, due the County of Yolo and/or including the following cities:

City of Woodland, City of Winters, City of Davis, City of West Sacramento, Esparto Community Services District, Knights Landing Services District, Madison Service District.

None due as of the date of Policy

4. As to that portion of the herein described property lying within the fractional Southeast Quarter of Section 6, Township 10 North, Range 1 West: The condition set forth in the Patent, United States of America to Noah F. Speights, dated March 15, 1875, recorded October 18, 1883, in Book D of Patents, at Page 346, by which the title conveyed by said Patent was made subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

5. **Rights of the public** as to any portion of the land lying within the area commonly known as County Road 87 and Fulton and Frank Way.

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to:	D. Q. Adams
Purpose:	Right of way for canal 50 feet in width
Recorded:	September 24, 1883, Book 35, Page 234, of Deeds

The exact location and extent of said easement is not disclosed of record.

7. **Matters** contained in that certain document entitled "An Agreement" dated None shown, executed by and between Yolo Water and Power Company and Stephens Agricultural and Livestock Company recorded August 3, 1920, Book 99 Of Deeds, Page 227, .

Reference is hereby made to said document for full particulars.

8. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
 Purpose: Electrical facilities
 Recorded: December 20, 1946, Book 255, Page 128, of Official Records
 Affects: Southerly portion of Parcel Two

9. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: County of Yolo
 Purpose: Public Highway
 Recorded: January 15, 1965, Book 785, Page 566, of Official Records
 Affects: Southeasterly portion of Parcel Two

10. **Waiver of any claims for damages** to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded January 15, 1965, Book 785, Page 566, of Official Records.

11. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Frank W. Stephens
 Purpose: Road purposes
 Recorded: April 3, 1969, Book 907, Page 285, of Official Records
 Affects: A 60 foot portion

Reference is made to said document for full particulars.

12. Easement for canal purposes as shown on the Record of Survey for F. Stephens, filed on January 28, 1969 in Book 10 of Maps and Surveys at Page 49.

13. **Matters** contained in that certain document entitled "Resolution No. 69-246, an Agricultural Preserve" dated December 16, 1969, executed by County of Yolo recorded January 7, 1970, Book 931, Page 429, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: Parcel One and other property.

- 14. Covenants and restrictions** imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code.

Dated: December 15, 1969
 Executed by: County of Yolo
 Recorded: February 2, 1970, Book 934, Page 331, of Official Records
 Affects: Parcel One

Said contract is subject to the following:

The effect of a document captioned "Notice of Non-Renewal for a California Land Conservation Contract No. 69-331 Ag. Preserve No. 30"

Recorded: December 3, 2003, Instrument No. 2003-0072605-00, of Official Records

- 15. Matters** contained in that certain document entitled "An Agreement" dated None shown, executed by Anna Birch Stephens, et al recorded November 19, 1980, Instrument No. 19332, Book 1448, Page 724, of Official Records.

Reference is hereby made to said document for full particulars.

- 16. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Edith K. Stephens, et al
 Purpose: Road purposes
 Recorded: November 19, 1980, Instrument No. 19332, Book 1448, Page 724, of Official Records
 Affects: Parcel One

Reference is made to said document for full particulars.

- 17. An oil and gas lease** for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: June 8, 1994
 Lessor: Anna Birch Stephens, et al
 Lessee: Archer Exploration Inc.
 Recorded: August 10, 1994, Instrument No. 25432, Book 2674, Page 454, of Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Affects: Parcel One and other property.

- 18. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
 Purpose: Electrical and communication facilities
 Recorded: March 9, 2006, Instrument No. 2006-0009362-00, of Official Records

Reference is made to said document for full particulars.

- 19. Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract.

Purpose: Capay Canal
 Affects: As shown on map.

Purpose: 50' Drainage Easement
 Affects: As shown on Map.

Purpose: 60' Access Easement
 Affects: As shown on Map.

- 20. Notes, Recitals, Legends and/or Conditions** as contained on the herein mentioned map.

- 21. Matters** contained in that certain document entitled "Declaration (Mining Disclosure)" dated February 09, 2007, executed by and between Mary Stephens DeWall, a married woman fka Mary Stephens and/or Mary Louise Stephens, William Fulton Stephens, Jr., a married man, Margaret Stephens Anderson, a married woman, and Cordelia Stephens Birrell, a widow and Granite Construction Company, a California corporation recorded February 16, 2007, Instrument No. 2007-000617500, of Official Records.

Reference is hereby made to said document for full particulars.

- 22. Mesne off-record Leases, Agreements, and Well License**, subject to the terms, conditions, and provisions contained therein wherein the following are named as lessees or parties to whom said documentation favors:

- 1.) T & B Orchards, LLC
- 2.) R. H. Phillips, Inc.

23. **Taxes, or assessments** which are not shown as existing liens by the records or 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.
24. **Any facts, rights, interests or claims**, which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
25. **Easements, liens or encumbrances**, or claims thereof, which are not shown by the public records.
26. **Discrepancies, conflicts in boundary lines, shortage in area, encroachments**, or any other facts which a correct survey would disclose and which are not shown by the public records.
27. **(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 in the public records.

END OF SCHEDULE B

ENDORSEMENT

Attached to Policy No. CACTI7734-7734-2307-0030700713-CTIC-2007-42

Issued by

Chicago Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as County Road 87.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: February 16, 2007



Chicago Title Insurance
Company

Steve Sykes
Countersigned

ENDORSEMENT

Attached to Policy No. CACTI7734-7734-2307-0030700713-CTIC-2007-42

Issued by

Chicago Title Insurance Company

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described as Parcel(s) One and Two in Schedule A to constitute a lawfully created parcel according to the Subdivision Map Act (Section 66410, et seq., of the California Government Code) and local ordinances adopted pursuant thereto.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: February 16, 2007



Chicago Title Insurance
Company

Steve S. [Signature]
Countersigned

ENDORSEMENT

Attached to Policy No. CACTI7734-7734-2307-0030700713-CTIC-2007-42

Issued by

Chicago Title Insurance Company

The Company insures the insured against loss or damage sustained in the event that, at Date of Policy:

1. According to applicable zoning ordinances and amendments thereto, the land is not classified Zone AP and AG.
2. The following use or uses are not allowed under that classification:

Ag - Preserve as to Parcel One, and General Ag as to Parcel Two

There shall be no liability under this endorsement based on:

- (a) Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto mentioned above, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses.
- (b) The invalidity of the ordinances and amendments thereto mentioned above until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
- (c) The refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: February 16, 2007



Chicago Title Insurance
Company

Steve Sykes
Countersigned

ENDORSEMENT
Attached to Policy No. CACTI7734-7734-2307-0030700713-CTIC-2007-42
Issued by
Chicago Title Insurance Company

116.4

The Company insures against loss or damage sustained by the insured by reason of:

- (1) the failure of the Land to be contiguous along its boundary line; or
- (2) the presence of any gaps, strips or gores separating the contiguous boundary line described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: February 16, 2007



Chicago Title Insurance
Company

Steve Sykes
Countersigned

ENDORSEMENT

Attached to Policy No. CACTI7734-7734-2307-0030700713-CTIC-2007-42

Issued by

Chicago Title Insurance Company

Dated as of the date of the policy to which this endorsement is attached.

The Company hereby insures against loss which the Insured shall sustain by reason of any incorrectness in the following assurances:

- (1) That there are no covenants, conditions or restrictions containing express provisions which will cause a forfeiture or reversion of title, unless same also provide that a violation thereof shall not defeat the lien of a mortgage or deed of trust made in good faith and for value;
- (2) That there are no present violations on said land of any enforceable covenants, conditions or restrictions;
- (3) That, except as shown in Schedule B, there are no encroachments onto said land of buildings, structures or improvements located on adjoining land; and
- (4) That there is no right to use the surface of the land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

Wherever in this endorsement any or all of the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: February 16, 2007



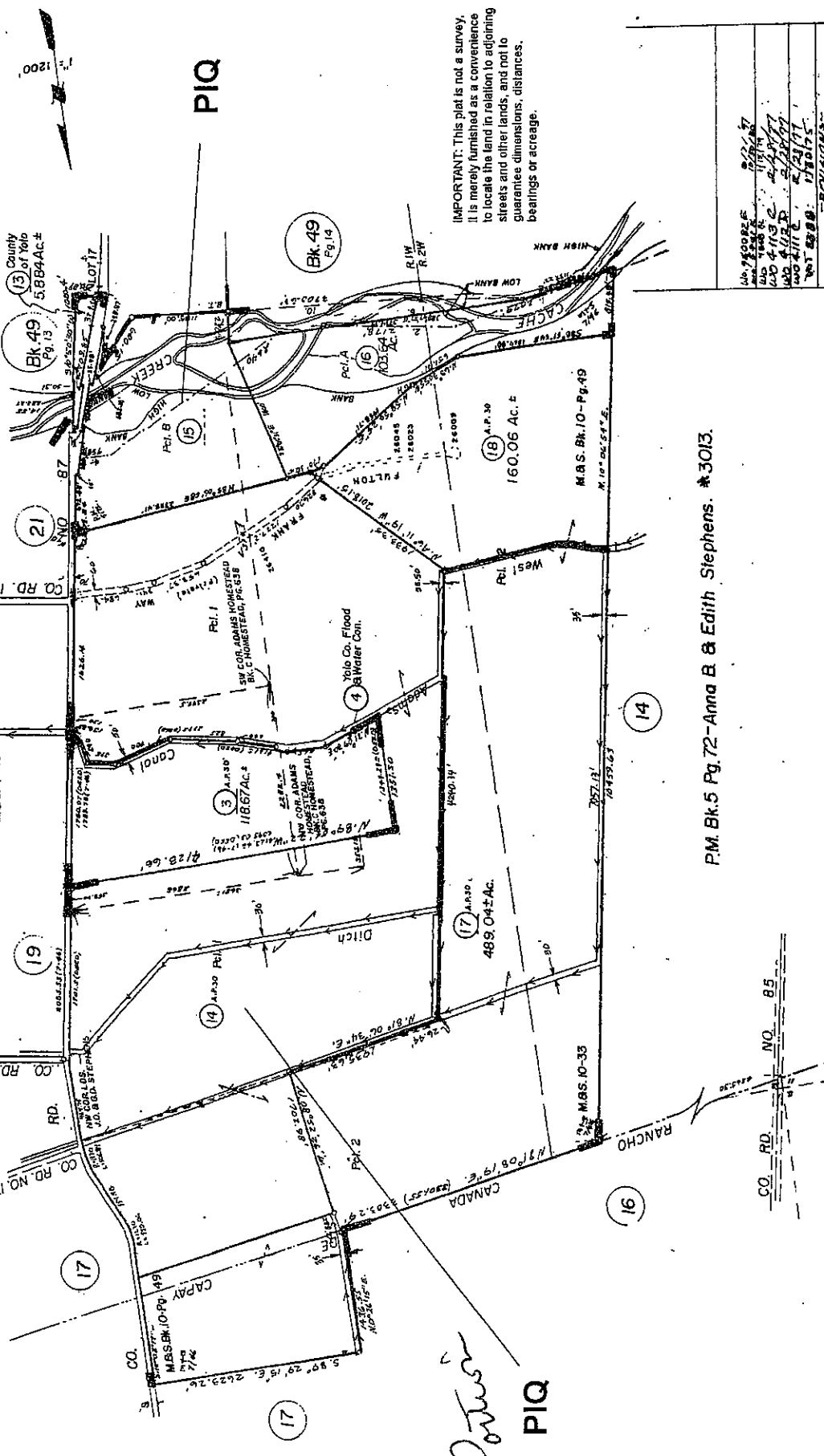
Chicago Title Insurance
Company

Steve Sykes
Countersigned

CAUTION - These maps ARE NOT to be used for legal descriptions.

48-22

POR. RANCHO CAÑADA DE CAPAY
POR. T. ION, R. 1&2W, MDB&M.



IMPORTANT: This plat is not a survey. It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.

No. 75002E	1/21/97
No. 75002E	1/21/97
No. 75002E	1/21/97
No. 75002E	1/21/97
No. 75002E	1/21/97
No. 75002E	1/21/97
No. 75002E	1/21/97
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Assessor's Map Bk. 48, Pg. 22
County of Yolo, Calif.

(formerly 21-62)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Number Shown in Circles

M.B. Bk. 1 Pg. 8 - Bonyng Tract
M.B.S. Bk. 10, Pg. 33 - George D. Stephens Ppty
M.B.S. Bk. 10, Pg. 49 - F. Stephens
M.B.S. Bk. 7, Pg. 46 - Frank & Fulton Stephens.

P.M. Bk. 5 Pg. 72 - Anna B & Edith Stephens. *3013.

Forster
PIQ

NOTARY'S ACKNOWLEDGMENT
STATE OF CALIFORNIA

COUNTY OF Yuba

ON Oct. 2, 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC,

PERSONALLY APPEARED Mary Lorise Stephens

PERSONALLY KNOWN TO ME, OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT SAID PERSON(S) HAS/HAVE FULLY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

P. Muxillo
NOTARY PUBLIC, STATE OF CALIFORNIA

PRINTED NAME: P. Muxillo

MY PRINCIPAL PLACE OF BUSINESS: Yuba County
Commission # 1469731

MY COMMISSION EXPIRES: 2-10-08

NOTARY'S ACKNOWLEDGMENT
STATE OF UTAH

COUNTY OF Salt Lake

ON 10/7/06, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC,

PERSONALLY APPEARED Margaret Stephens Anderson

PERSONALLY KNOWN TO ME, OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND THAT SAID PERSON(S) HAS/HAVE FULLY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

Matthew Galt
NOTARY PUBLIC, STATE OF UTAH

PRINTED NAME: Matthew Galt

MY PRINCIPAL PLACE OF BUSINESS: 1800 E 9400 S
Suite 101 84013

MY COMMISSION EXPIRES: 03/1/2010

PARCEL MAP NO. 4715

OR

FULTON TOWNSHIP

BEING A PORTION OF PROJECTED SECTION 6 AND 7 TOWNSHIP 10 NORTH

RANGE 1 WEST AND A PORTION OF THE RANCHO CANADA DE CAPAY

TOWNSHIP 10 NORTH, RANGE 1 WEST, AND TOWNSHIP

10 NORTH, RANGE 1 WEST, TOWNSHIP 10 NORTH, RANGE 1 WEST, AND TOWNSHIP

10 NORTH, RANGE 1 WEST, TOWNSHIP 10 NORTH, RANGE 1 WEST, AND TOWNSHIP

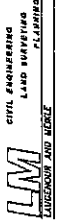
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400 COMMERCE CENTER, SUITE 200, OGDEN, UT 84403

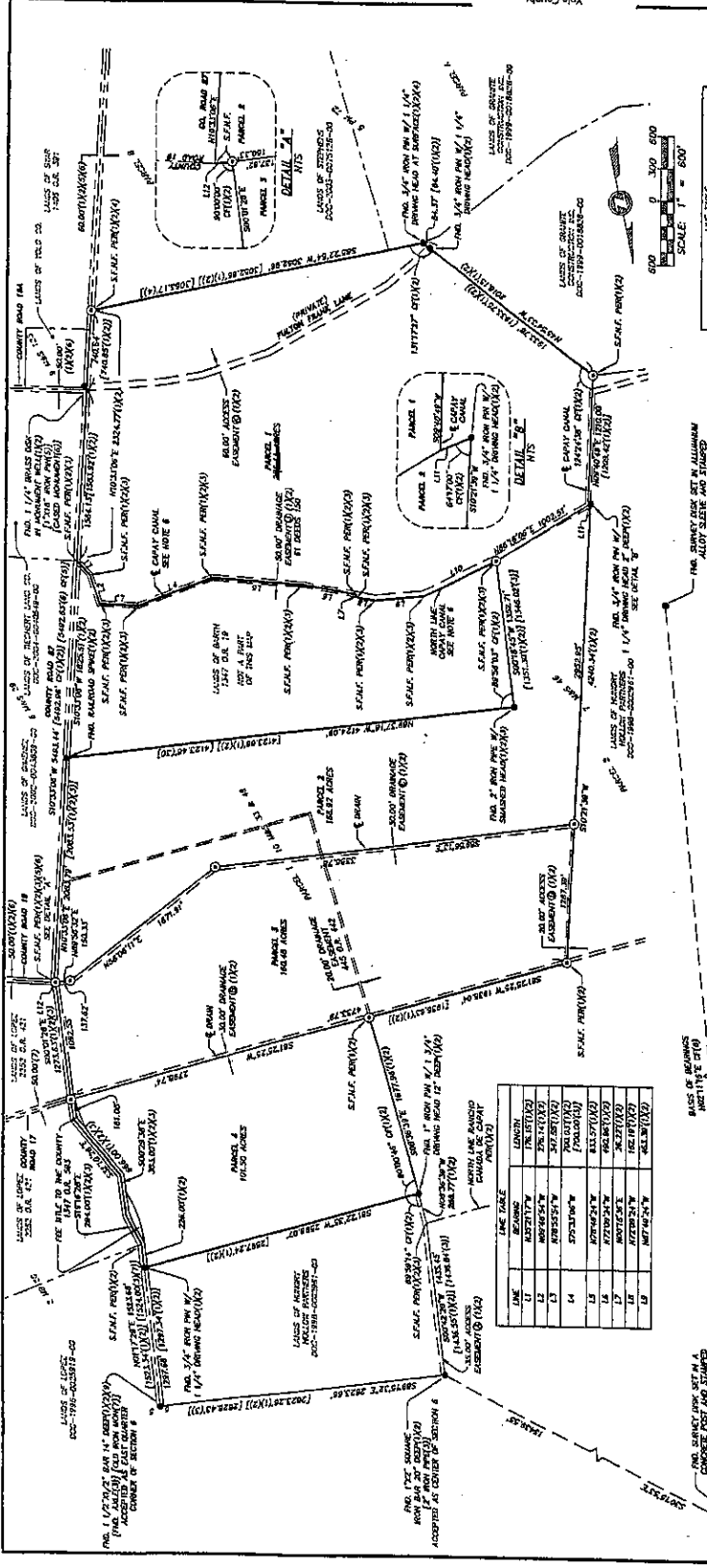
PHONE: (435) 468-4773

FAX: (435) 468-4774

SEPTEMBER 27, 2008

SHEET 2 OF 3

PARCEL MAP NO. 4715



LINE	BEARING	LENGTH	REMARKS
10	S 71° 30' 00" W	21.20	TO CORNER OF SECTION 6
11	S 71° 30' 00" W	21.20	TO CORNER OF SECTION 6
12	N 80° 30' 00" E	12.71	TO CORNER OF SECTION 6

SCALE 1" = 600'

THE BEARING AND DISTANCE FOR THIS LINE WAS OBTAINED FROM THE NATIONAL GEODETIC SURVEY DATA SHEETS FOR THE YEAR 1983.

LEGEND OF SYMBOLS AND ABBREVIATIONS

○ INDICATES FOUND MONUMENT AS NOTED

● INDICATES YOLO COUNTY OFFICIAL RECORDS

() INDICATES INFORMATION PER RECORD DATA

Y.C.R. INDICATES CALCULATED FROM

O.R. INDICATES YOLO COUNTY OFFICIAL RECORDS

DOC INDICATES DOCUMENT NUMBER, YOLO COUNTY RECORDS

S.C.A.F. INDICATES SEARCHED FOR NOTHING FOUND

W/ INDICATES WITH

⊙ INDICATES EASIMENT OCCUPYER PER 10, 14& 49 AND BOOK 807 OFFICIAL RECORDS PAGE 205

NOTES

1. ALL DISTANCES ARE GROUND, AND SHOWN IN FEET AND DECIMALS THEREOF.
2. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
3. NO OTHER EASIMENTS OR OTHER ENCUMBRANCES AFFECTING THIS PROPERTY PER OLD REPUBLIC TITLE COMPANY, UNDER NO. 371501302-2 IS DATED MARCH 24, 2006. THERE MAY BE EASIMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ALL MONUMENT DIMENSIONS PER THIS SURVEY ARE OUTSIDE DIMENSION.
5. ALL AREAS SHOWN IS GROSS.
6. BOUNDARY ALONG CARRY CANAL WAS ESTABLISHED USING RECORD ANGLES AND DISTANCES PER BOOK 10 OF MAPS AND SURVEYS AT PAGES 33 AND 49.

THE GRID BEARING OF MONUMENTS AS SHOWN HEREON FOR THE LINE BETWEEN NE CORNERS "CHM 17" AND "THORPE" IS BASED ON THE NATIONAL GEODETIC SURVEY DATA SHEETS. THIS WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.

PARCEL MAP NO. 4715

FULION STEPHENS

BEGING A PORTION OF PROJECTED SECTION 6 AND 7 TOWNSHIP 10 NORTH RANGE 1 WEST AND A PORTION OF THE RANCHO CANADA DE CAPAY IN PART OF SECTION 6 AND 7 TOWNSHIP 10 NORTH RANGE 2 WEST MOUNT Diablo BASE & MERRIDIAN YOLO COUNTY, CALIFORNIA

SCALE: 1" = 600'

DATE: SEPTEMBER 27, 2006

SHEET 3 OF 3

RECORD DATA

- (1) BOOK 10 OF MAPS & SURVEYS AT PAGE 49, Y.C.R.
- (2) BOOK 10 OF MAPS & SURVEYS AT PAGE 33, Y.C.R.
- (3) BOOK 7 OF MAPS & SURVEYS AT PAGE 46, Y.C.R.
- (4) BOOK 5 OF PARCEL MAPS AT PAGE 72, Y.C.R.
- (5) BOOK 6 OF MAPS & SURVEYS AT PAGE 28, Y.C.R.
- (6) BOOK 9 OF MAPS & SURVEYS AT PAGE 121, Y.C.R.
- (7) BOOK 2 OF MAPS AT PAGE 20, Y.C.R.
- (8) NATIONAL GEODETIC SURVEY DATA SHEETS
- (9) CORNER RECORD FILED WITH THE YOLO COUNTY SURVEYOR ON FEBRUARY 16, 1977 BY GENE ANDERSON L.S. 3984

THE BEARING AND DISTANCE FOR THIS LINE WAS OBTAINED FROM THE NATIONAL GEODETIC SURVEY DATA SHEETS FOR THE YEAR 1983.

OWNER'S CERTIFICATE
 IN THE UNDERSIGNED, BEING THE PARTIES HAVING RECORD TITLE INTEREST
 IN THE UNDERSIGNED LOTS AND EMBRACED WITHIN THE EXTERIOR
 BOUNDARIES AS SHOWN HEREBY CONSENT TO THE
 MAKING AND RECORDATION OF THE SAME.

Anno B. & Edith Stephens
 MARY LOUISE STEPHENS
 EDITH K. STEPHENS
 MARGIA MARGUERITE THOMAS
 EVELYN MAJOR

ACKNOWLEDGEMENT
 STATE OF CALIFORNIA) ss
 COUNTY OF YOLO)

ON THIS 24th DAY OF OCTOBER, 1964, BEFORE ME THE UNDERSIGNED
 A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
 APPEARED MARY LOUISE STEPHENS AND EDITH K. STEPHENS, BOTH OF WHOM
 PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE WITHIN INSTRUMENT
 AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC IN AND FOR SAID
 COUNTY AND STATE

MY COMMISSION EXPIRES

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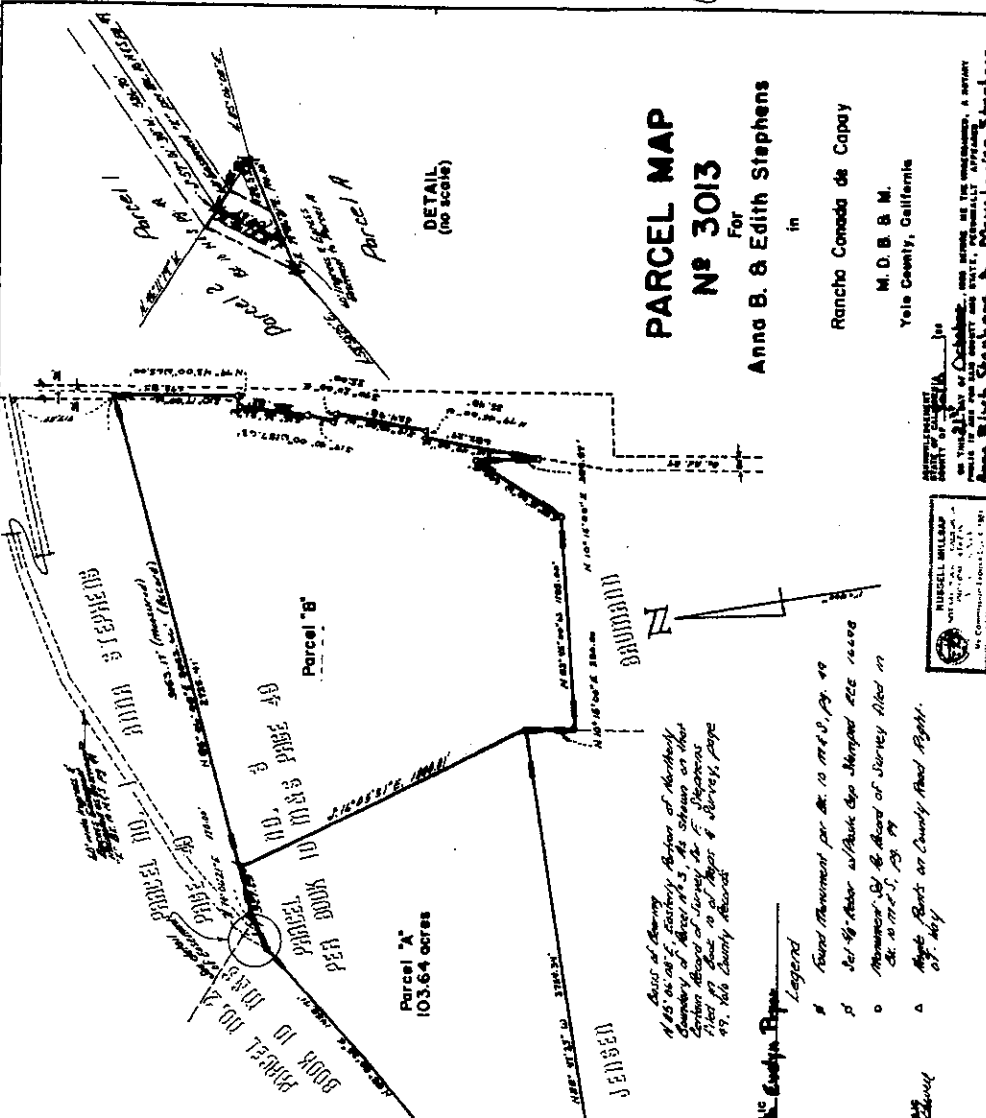
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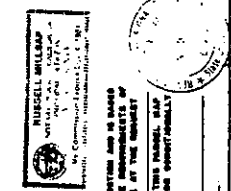
1964

1964



PARCEL MAP
No 3013
 For
Anno B. & Edith Stephens
 in
 Rancho Conada de Copay
 Yolo County, California

M. D. B. M.
 Yolo County, California



EMERSON'S CERTIFICATE
 I, the undersigned, M. D. B. M., Notary Public in and for the County of Yolo, State of California, do hereby certify that the within instrument was duly executed by the parties thereto in my presence and in accordance with the requirements of the laws of the State of California, and that the same is a true and correct copy of the original as the same appears in my records.

COUNTY RECORDER'S CERTIFICATE
 I, the undersigned, M. D. B. M., County Recorder of Yolo County, California, do hereby certify that the within instrument was duly recorded in my office on the 24th day of October, 1964, and that the same is a true and correct copy of the original as the same appears in my records.

COUNTY SURVEYOR'S CERTIFICATE
 I, the undersigned, M. D. B. M., County Surveyor of Yolo County, California, do hereby certify that the within instrument was duly surveyed and that the same is a true and correct copy of the original as the same appears in my records.

DATE: Oct. 24, 1964

BY: M. D. B. M.

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean.

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

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

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

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured

in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required: provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE

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

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the

loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

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

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

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

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

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

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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

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

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

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

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

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

8. APPOINTMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies

against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

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

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

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

14. ARBITRATION

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

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

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

FNF - Southwest Claims Center
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614
Attn: Claims Administration

Hazardous Materials

(Typical list as submitted to Yolo County Environmental health)

1. Fuel
 - a. Diesel
 - b. Unleaded Gasoline
 - c. Propane
2. Oil
 - a. Motor oil (10wt, 30wt)
 - b. Morlina oil 320 (crusher lubricant)
 - c. Spirax Heavy
3. Solvent
 - a. Cleaning compound
 - b. Naphthol spirits
 - c. Ramos Solvent UN1255
4. Compressed Gases
 - a. Oxygen
 - b. Acetylene

Not listed are those materials for which MSDS sheets are maintained but are only used in very small quantities. Ex. Spray paint, floor cleaners, WD40, insect spray, etc.