

RECORDED BY
9643 TAHOE TITLE GUARANTY CO.

FOR RECORDERS USE

9643

RETURN TO

H. Alfred Hanken
c/o Leland J. Peterson
28 Circle Road
San Rafael, California

VOL. 392 PAGE 361
OFFICIAL RECORDS
RECORDED AT REQUEST OF

INTER-COUNTY TITLE CO.

DEC 16 1965

AT 4/6 MIN. PAST 12 O'CLOCK P.M.
NEVADA COUNTY, CALIFORNIA

FEE:

2.80 pd

Thomas H. Schwab
RECORDER

Rev # 16.50

Grant Deed

Application No. 36160-A

JOHN A. MENAGLIA, EDWARD M. HAMILTON^{JR.} AND TERRY L. HAMILTON, HIS WIFE
a single man

THE FIRST PARTIES, GRANTS TO

H. ALFRED HANKEN, A SINGLE MAN

THE SECOND PART, ALL THE REAL PROPERTY SITUATED IN THE _____ COUNTY

OF NEVADA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 3, T. 17 NORTH, RANGE 16 EAST, M.D.M., NEVADA COUNTY, CALIFORNIA, FURTHER DESCRIBED AS FOLLOWS:

Parcel No. 1

BEGINNING AT A POINT ON THE WEST LINE OF PROSSER LAKE HEIGHTS UNIT No. 3 AS SHOWN ON THE MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF NEVADA COUNTY, CALIFORNIA IN BOOK 2 OF MAPS AT PAGE 16, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF THAT CERTAIN ROAD DESIGNATED THEREON AS BARNES DRIVE AND THE WEST BOUNDARY OF SAID SUBDIVISION, FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 16 EAST, M.D.M., BEARS THE FOLLOWING THREE COURSES AND DISTANCES: (1) SOUTH 0° 29' EAST 520.18 FEET, (2) NORTH 88° 51' EAST 759.00 FEET AND (3) SOUTH 41° 07' 17" EAST 861.33 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST BOUNDARY OF UNIT No. 3 SOUTH 0° 29' EAST 520.18 FEET TO THE SOUTHWEST CORNER OF LOT 58 OF SAID SUBDIVISION; THENCE LEAVING THE SUBDIVISION SOUTH 88° 33' 31" WEST 1354.40 FEET; THENCE NORTH 0° 52' 36" EAST 383.80 FEET; THENCE SOUTH 79° 58' 18" EAST 783.29 FEET; THENCE NORTH 65° 15' EAST 471.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THEN ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 20° 15', A DISTANCE OF 141.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 55° 07' 30" EAST 140.64 FEET; THENCE NORTH 45° 00' EAST 41.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 10.144 ACRES MORE OR LESS

SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ALL PUBLIC UTILITIES PURPOSES OVER ALL THAT PORTION OF PARCEL No. 2 DESCRIBED HEREAFTER, THAT LIES WITHIN THE BOUNDS OF PARCEL No. 1 DESCRIBED ABOVE.

392 PAGE 361

PARCEL No. 2

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES PURPOSES OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST BOUNDARY OF PROSSER LAKE HEIGHTS, UNIT No. 3, AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF NEVADA COUNTY, CALIFORNIA IN BOOK 2 OF MAPS AT PAGE 16, WITH THE CENTERLINE OF BARNES DRIVE, AS SHOWN ON SAID MAP; THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST BOUNDARY OF UNIT No. 3, NORTH 0° 29' WEST 42.07 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BARNES DRIVE; THENCE LEAVING SAID SUBDIVISION ON THE EXTENSION OF SAID NORTHWESTERLY LINE OF BARNES DRIVE IN A SOUTHWESTERLY DIRECTION, SOUTH 45° 00' WEST 70.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 20° 15', A DISTANCE OF 130.77 FEET; THENCE TANGENT TO LAST SAID CURVE, SOUTH 65° 15' WEST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36° 52' 11", A DISTANCE OF 32.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE OF 253° 44' 22", A DISTANCE OF 221.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36° 52' 11", A DISTANCE OF 32.17 FEET; THENCE NORTH 65° 15' EAST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 430 FEET, THROUGH A CENTRAL ANGLE OF 20° 15', A DISTANCE OF 151.97 FEET; THENCE NORTH 45° 00' EAST 11.89 FEET TO THE WEST BOUNDARY OF SAID UNIT No. 3, SAID POINT OF INTERSECTION BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF BARNES DRIVE WITH SAID WEST BOUNDARY; THENCE ALONG SAID WEST BOUNDARY, NORTH 0° 29' WEST 42.07 FEET TO THE POINT OF BEGINNING.



WITNESS OUR HANDS THIS 30TH DAY OF NOVEMBER, 19 65

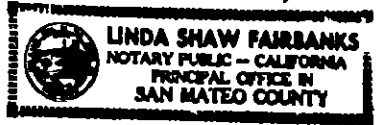
John A. Menaglia
JOHN A. MENAGLIA
Edward M. Hamilton, Jr.
EDWARD M. HAMILTON, JR.

Terry L. Hamilton
TERRY L. HAMILTON

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this 30th day of NOVEMBER, 1965, before me, LINDA SHAW FAIRBANKS a Notary Public in and for said County, personally appeared JOHN A. MENAGLIA, EDWARD M. HAMILTON, JR., TERRY L. HAMILTON

knows to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.



Witness my hand and official seal
Linda Shaw Fairbanks
LINDA SHAW FAIRBANKS
NOTARY PUBLIC in and for said County and State of CALIFORNIA
COUNTY OF SAN MATEO
My Commission Expires August 6, 1969

TANOE TITLE GUARANTY COMPANY

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MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

9643

8485

RECORDED BY
TAHOE TITLE GUARANTY CO.

FOR RECORDERS USE

RETURN TO

RAYMOND M. FLEMING
5817 SHENANDOAH DRIVE
SACRAMENTO, CALIFORNIA 95841

VOL. 430 PAGE 527
OFFICIAL RECORDS
RECORDED AT REQUEST OF
INTER-COUNTY TITLE CO.

12 SEP 22 1967
AT THE MIN. CLERK'S OFFICE
NEVADA COUNTY, CALIFORNIA
FBI 280
RECORDER



8.25 8485
Grant Deed

INTER COUNTY
Application No. 39946

H. ALFRED HANKEN, A SINGLE MAN

THE FIRST PART Y, GRANTS TO

RAYMOND M. FLEMING AND EDITH E. FLEMING, HIS WIFE, AS JOINT TENANTS

THE SECOND PART IES, ALL THE REAL PROPERTY SITUATED IN THE COUNTY

OF NEVADA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A portion of the Southeast one-quarter of Section 3, Township 17 North, Range 16 East, M.D.M., further described as follows:

Beginning at a point from which the southeast corner of Section 3, Township 17 North, Range 16 East, bears the following six courses and distances: (1) North 65° 15' East 17.24 feet to the beginning of a curve to the left; (2) thence along the arc of said curve with a radius of 400 feet through a central angle of 20° 15', a distance of 141.37 feet, said arc being subtended by a chord which bears North 55° 07' 30" East 140.64 feet; (3) thence North 45° 00' East 41.39 feet; (4) thence South 0° 29' East 520.18 feet to point "A" of this description; (5) thence North 88° 51' 50" East 759.00 feet; and (6) thence South 41° 07' 17" East 861.33 feet; thence from said point of beginning, South 65° 15' West 200 feet; thence South 0° 29' East to a point from which point "A" as designated hereinabove bears North 88° 33' 31" East; thence North 88° 33' 31" East to a point from which the point of beginning bears North 0° 29' West; thence North 0° 29' West to the point of beginning.

VOL. 430 PAGE 527

Parcel No. 2: Together with a non-exclusive easement for ingress, egress and public utilities purposes over a strip of land described as follows:

Beginning at the point of intersection of the west boundary of Prosser Lake Heights, Unit No. 3, as shown on the map thereof filed in the office of the County Recorder of Nevada County, California, in Book 2 of Maps at page 16, with the centerline of Barnes Drive, as shown on said map; thence from the point of beginning, along the west boundary of Unit No. 3, North 0° 29' West 42.07 feet to its intersection with the northwesterly line of said Barnes Drive; thence leaving said subdivision on the extension of said northwesterly line of Barnes Drive in a southwesterly direction, South 45° 00' West 70.89 feet to the beginning of a curve to the right; thence along the arc of said curve with a radius of 400 feet, through a central angle of 20° 15', a distance of 130.77 feet; thence tangent to last said curve, South 65° 15' West 411.01 feet to the beginning of a curve to the right; thence along the arc of said curve with a radius of 40 feet, through a central angle of 36° 52' 11", a distance of 32.17 feet to a point of reverse curvature; thence along the arc of a curve to the left with a radius of 50 feet, through a central angle of 253° 44' 22", a distance of 221.43 feet to a point of reverse curvature; thence along the arc of a curve to the right, with a radius of 40 feet, through a central angle of 36° 52' 11", a distance of 32.17 feet; thence North 65° 15' East 411.01 feet to the beginning of a curve to the left; thence along the arc of said curve with a radius of 430 feet, through a central angle of 20° 15', a distance of 151.97 feet; thence North 45° 00' East 11.89 feet to the west boundary of said Unit No. 3, said point of intersection being the point of intersection of the southeasterly line of Barnes Drive with said west boundary; thence along said west boundary, North 0° 29' West 42.07 feet to the point of beginning.

Subject to a non-exclusive easement for ingress, egress and all public utilities purposes over all that portion of Parcel No. 2 described hereafter, that lies within the bounds of Parcel No. 1 described above.

WITNESS _____ HAND _____ THIS 8th DAY OF September, 19 67

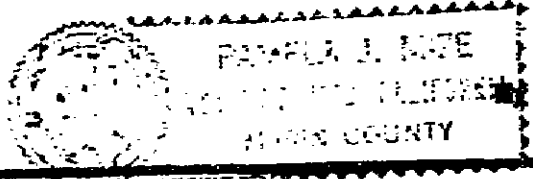
J. Alfred Hanken
 J. ALFRED HANKEN

STATE OF CALIFORNIA }
 COUNTY OF Merim }

On this 8th day of Sept, 19 67, before me, Parish J. Mize
 a Notary Public in and for said County, personally appeared H. A. L. Fred Hanken

known to me to be the person whose name H. A. L. Fred Hanken subscribed to the foregoing instrument and acknowledged that he executed the same.

Witness my hand and official seal
Parish J. Mize
 NOTARY PUBLIC in and for said County and State



My Commission Expires June 13, 1969

VOL 430 PAGE 528

TAHOE TITLE GUARANTY COMPANY

8485

Chicago Title Company

Order: sarfdg

Comment:

Thursday, July 07, 2022 10:17 AM

<u>State</u>	<u>County</u>	<u>Type</u>	<u>Document Information</u>	<u>Print Description</u>
CA	Nevada	Document - Book.	440.134	Complete 2 Page(s)

1020

RECORDED BY
TAHOE TITLE GUARANTY CO.

FOR RECORDERS USE

RETURN TO

MR. & MRS. ROBERT M. CLARK

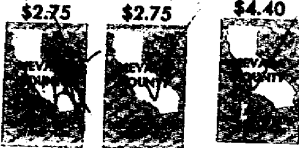
P.O. Box 713, Rt. 2

OAK HARBOR, WASHINGTON

VOL. 440 Page 134
OFFICIAL RECORDS
RECORDED AT REQUEST OF
ENTER COUNTY TITLE CO.

58 FEB 2 1968
AT 11:00 A.M. 2 O'CLOCK P.M.
NEVADA COUNTY, CALIFORNIA
FEB 2 1968

1020



S Grant Deed

Application No. LT. Cty. 40639

H. ALFRED HANKEN,

THE FIRST PART GRANTS TO ROBERT M. CLARK AND MARY L. CLARK, HIS WIFE,
AS JOINT TENANTS

THE SECOND PART IS ALL THE REAL PROPERTY SITUATED IN THE COUNTY

OF NEVADA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 17 NORTH, RANGE 16 EAST, M.D.M., FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF LOT 58, PROSSER
LAKE HEIGHTS UNIT No. 3, BEARS SOUTH 69° 42' 22" EAST 614.95 FEET, AS
SAID LOT 58 IS SHOWN ON THE MAP OF SAID PROSSER LAKE HEIGHTS, FILED
FOR RECORD IN BOOK "2" OF MAPS, AT PAGE 16, NEVADA COUNTY RECORDER'S
OFFICE; THENCE, FROM SAID POINT OF BEGINNING, NORTH 65° 15' 00" EAST
253.77 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CON-
VEYED BY DEED DATED SEPTEMBER 8, 1967, RECORDED SEPTEMBER 22, 1967,
IN BOOK "430" OF OFFICIAL RECORDS, AT PAGE 527, NEVADA COUNTY RECORDS,
EXECUTED BY H. ALFRED HANKEN TO RAYMOND M. FLEWING ET AL; THENCE
ALONG SAID LAST MENTIONED LINE, SOUTH 0° 29' 00" EAST 328.19 FEET;
THENCE SOUTH 88° 33' 31" WEST 373.71 FEET; THENCE NORTH 31° 14' 53"
EAST 270.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITY
PURPOSES ACROSS A STRIP OF LAND THIRTY (30) FEET IN WIDTH AND DESCRIBED
AS FOLLOWS:

Beginning at the point of intersection of the west boundary of Prosser
Lake Heights, Unit No. 3, as shown on the map thereof filed in the
office of the County Recorder of Nevada County, California, in Book
"2" of Maps, at page 16, with the centerline of Barnes Drive, as
shown on said map; thence from the point of beginning, along the
west boundary of Unit No. 3, South 0° 29' 00" East 42.07 feet to its
intersection with the southeasterly line of said Barnes Drive; thence
leaving said west boundary on the extension of said southeasterly
line of Barnes Drive in a southwesterly direction, South 45° West
11.89 feet; thence along the arc of a tangent curve to the right,
having a radius of 430.00 feet, through a central angle of 20° 15'
00", an arc distance of 151.97 feet; thence South 65° 15' 00" West
230.76 feet to the easterly line of the above described parcel of
land; thence parallel to and thirty (30) feet distant southerly at
right angles from the northerly line of said parcel, South 65° 15'
00" West 240.25 feet; thence along the arc of a curve to the left,
having a radius of 40.00 feet, through a central angle of 38° 56'
33", an arc length of 27.19 feet; thence along a tangent curve to
the right, having a radius of 50.00 feet, through a central angle
of 94° 56' 26", an arc distance of 82.85 feet to the westerly line
of the above described parcel; thence along said westerly line,
North 31° 14' 53" East 50.00 feet to the abovementioned northerly
line of said parcel; thence North 65° 15' 00" East 253.77 feet to
the abovementioned easterly line of said parcel; thence North 65°
15' 00" East 217.24 feet; thence along the arc of a tangent curve
to the left, having a radius of 400.00 feet, through a central angle
of 20° 15' 00", an arc distance of 141.37 feet; thence North 45° 00'
00" East 41.39 feet to the POINT OF BEGINNING.

VOL 440 PAGE 134

RECORDER'S MEMO LEGISLATIVE
UNIVERSITY MICROFILMS
SERIALS ACQUISITION
document when received.

440 PAGE 135

WITNESS my HAND THIS 24th DAY OF January 19 68

H. Alfred Hanken
H. ALFRED HANKEN

STATE OF CALIFORNIA
COUNTY OF MARIN

On this 24th day of January, 19 68, before me, Darlene Shawver

a Notary Public in and for said County, personally appeared

H. Alfred Hanken

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledged that he executed the same.



DARLENE SHAWVER
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY

Witness my hand and official seal
Darlene Shawver
NOTARY PUBLIC in and for said County and State

My commission expires August 13, 19 69

PLEASE MAIL TAX STATEMENTS AS SHOWN ABOVE

TAHOE TITLE GUARANTY COMPANY

1020

7897

RECORDED BY
TAHOE TITLE GUARANTY CO.

FOR RECORDERS USE

RETURN TO

MR. & MRS. DAVID W. GODDARD
18439 SANDY ROAD
CABRIO VALLEY, CALIFORNIA

VOL. 453 PAGE 309
SPECIAL RECORDS
MADE AT REQUEST OF
INTER-COUNTY TITLE CO.

DOCUMENTARY TRANSFER STAMPS. \$8.80

TRANS TAX PD

7897

57 AUG 9 - 1968
AT THE OFFICE OF THE RECORDER
NEVADA COUNTY, CALIFORNIA
FILED AS ATTORNEY'S
36
RECORDER

Grant Deed

Application No. 41351

LELAND J. PETERSON AND MARJORIE E. PETERSON, HIS WIFE

THE FIRST PART IES GRANTS TO DAVID W. GODDARD AND ULVIS S. GODDARD, HIS WIFE,
AS JOINT TENANTS

THE SECOND PART IES ALL THE REAL PROPERTY SITUATED IN THE COUNTY

OF NEVADA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

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

A portion of the Southeast one-quarter of Section 3, Township 17 North, Range 16 East, M. D. M., further described as follows:

Beginning at a point from which the southeast corner of Section 3, Township 17 North, Range 16 East, M. D. M., bears the following two courses and distances: (1) North 88° 51' 50" East 759.00 feet and (2) South 41° 07' 17" East 861.33 feet, said point of beginning also being the southwest corner of Lot 58 of Prosser Lake Heights, Unit No. 3, as shown on the map filed in the office of the County Recorder of Nevada County, California, in Book 2 of Maps at page 16; thence along the west boundary of said subdivision, North 0° 29' West 520.18 feet to the intersection of said boundary with the centerline of Barnes Drive as shown on said map; thence leaving said subdivision, South 45° 00' West 41.39 feet to the beginning of a curve to the right; thence along the arc of said curve with a radius of 400 feet, through central angle of 20° 15' a distance of 141.37 feet, said arc being subtended by a chord which bears South 55° 07' 30" West 140.64 feet; thence South 65° 15' West, 17.24 feet; thence South 0° 29' East to a point from which the point of beginning bears North 88° 33' 31" East; thence North 88° 33' 31" East to the point of beginning.

VOL. 453 PAGE 309

RECORDERS MANDATORY LIABILITY
OF WRITING, COPYING, PRINTING
AND RECORDING THIS DOCUMENT
IN ACCORDANCE WITH SECTION 12000

Page 2
Order No. 98008

NOTE A: The deed (to be recorded) should contain the following easements:

Parcel No. 2: Together with a non-exclusive easement for ingress, egress and public utilities purposes over a strip of land described as follows:

Beginning at the point of intersection of the west boundary of Prosser Lake Heights, Unit No. 3, as shown on the map thereof filed in the office of the County Recorder of Nevada County, California, in Book 2 of Maps at page 16, with the centerline of Barnes Drive, as shown on said map; thence from the point of beginning, along the west boundary of Unit No. 3, North 0° 29' West 42.07 feet to its intersection with the north-easterly line of said Barnes Drive; thence leaving said subdivision on the extension of said northwesterly line of Barnes Drive in a southwesterly direction, South 45° 00' West 70.89 feet to the beginning of a curve to the right; thence along the arc of said curve with a radius of 400 feet, through a central angle of 20° 15', a distance of 120.77 feet; thence tangent to last said curve, South 65° 15' West 411.01 feet to the beginning of a curve to the right; thence along the arc of said curve with a radius of 40 feet, through a central angle of 36° 52' 11", a distance of 32.17 feet to a point of reverse curvature; thence along the arc of a curve to the left with a radius of 50 feet, through a central angle of 253° 44' 22", a distance of 221.43 feet to a point of reverse curvature; thence along the arc of a curve to the right, with a radius of 40 feet, through a central angle of 36° 52' 11", a distance of 32.17 feet; thence North 65° 15' East 411.01 feet to the beginning of a curve to the left; thence along the arc of said curve with a radius of 430 feet, through a central angle of 20° 15', a distance of 151.97 feet; thence North 45° 00' East 11.89 feet to the west boundary of said Unit No. 3, said point of intersection being the point of intersection of the southeasterly line of Barnes Drive with said west boundary; thence along said west boundary, North 0° 29' West 42.07 feet to the point of beginning.

Subject to a non-exclusive easement for ingress, egress and all public utilities purposes over all that portion of Parcel No. 2 described hereafter, that lies within the bounds of Parcel No. 1 described above.

NOTE B: Nevada County Taxes are as follows for the year 1966-67: Assessment No. 19509, Area Code 77-016, Parcel No. 19-010-77, assessed to H. Alfred Hanken; First Installment \$21.45-PAID, Second Installment \$21.45-PAID. Assessed valuation of land is \$600.00. ALSO COVERS OTHER PROPERTY.

1 VOL 453 PAGE 310

IF THE PROPERTY COVERED BY THIS DISCRIPTION IS DIVIDED AT A FUTURE DATE, NO PARCEL MAY BE LESS THAN 100 FEET OF ROAD FRONTAGE.

WITNESS MY HAND THIS 2 DAY OF August 19 68

Leland J. Peterson
LELAND J. PETERSON

Marjorie E. Peterson
MARJORIE E. PETERSON

STATE OF CALIFORNIA
COUNTY OF NEVADA

On this 2 day of August, 19 68, before me, EVE M. POROVICH
a Notary Public in and for said County, personally appeared
LELAND J. PETERSON AND
MARJORIE E. PETERSON, his wife

knows to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged that he executed the same.

Witness my hand and official seal

Eve M. Porovich
NOTARY PUBLIC in and for said County and State

My commission expires May 26, 19 69

MAIL TAX STATEMENT AS SHOWN ABOVE

TAHOE TITLE GUARANTY COMPANY

NO. 453 PAGE 311



SEAL

7897

1925

When recorded, mail to:
LT ROBERT M. CLARK, USNR
Patrol Squadron ONE,
Naval Air Station, Whidbey Island,
Oak Harbor, Washington 98277

(FOR RECORDERS USE ONLY)

VOL. 441 PAGE 679
OFFICIAL RECORDS
RECORDED AT REQUEST OF
INTER-COUNTY TITLE CO.

Mail Tax Statement to:

Robert M. Clark
Route 2, Box 713
Oak Harbor Washington

24 MAR 1 - 1968
AT 11:00 AM
REVA COUNTY, CALIFORNIA
FEE 2.80
RECORDED

1925

QUIT CLAIM DEED

THIS INDENTURE, WITNESSETH:

MARY L. CLARK, a married woman, Box 713, Route #2, Oak Harbor, Washington hereby conveys and quit claims to ROBERT M. CLARK, her husband, whose address is Box 713, Route #2, Oak Harbor, Washington, as his sole and separate property and not as community property, all of her right, title and interest in and to that certain real property situate in the County of Nevada, State of California described as:

"All that certain real property situate in the Southeast corner of Section 3, Township 17 North, Range 16 East, M.D.M., further described as follows:

Beginning at a point from which the Southwest corner of Lot 58, Prosser Lake Heights Unit 3, bears South 69° 42' 22" East 614.95 feet, as said Lot 58 is shown on the map of said Prosser Lake Heights, filed for record in Book "2" of Maps, at page 16, Nevada County Recorders Office; thence, from said point of beginning, North 65° 15' 00" East 253.77 feet to the Westerly line of that certain parcel of land conveyed by deed dated September 8th, 1967, recorded September 22, 1967, in Book "430" of Official Records, at page 527, Nevada County Records, executed by H. ALFRED HANKEN to RAYMOND M. FLEMING, et. ux.; thence along said last mentioned line, South 00° 29' 00" East 328.19 feet; thence South 88° 33' 31" West 373.71 feet; thence North 31° 14' 53" East 270.59 feet to the point of beginning," together with a non-exclusive easement for road and public utility purposes across a strip of land thirty (30) feet in width, of record."

To have and to hold unto the said ROBERT M. CLARK, his heirs, executors, administrators, and assigns forever as his sole and separate property and not as community property.

IN WITNESS WHEREOF I have hereunto affixed my hand and seal on this 7 day of February, 1968.

Mary L. Clark (SEAL)
MARY L. CLARK

STATE OF WASHINGTON)
COUNTY OF ISLAND) ss
)


On this 7 day of February, 1968, before me, a Notary Public, in and for said County and State, personally appeared MARY L. CLARK, to me known, and known to be the person described as grantor in the foregoing quit claim deed, who, being first duly sworn on oath, acknowledged that she

VOL 441 PAGE 679

executed the foregoing quit claim deed as her true, free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal on the day and year first above written.

Eldon H. Stewart
Notary Public, Island County, Washington,
residing at: OAKHURST
My Commission expires on: JAN 13, 1972



1925

NEVADA COUNTY

Order No.
Escrow No 20665
Loan No.

80 16284

OFFICIAL RECORDS
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.
JUN 18 1980
AT 11:50 P.M. PAST 9 O'CLOCK A.M.
NEVADA COUNTY, CALIFORNIA
FEE 4.00 pd
M. J. Pyle
RECORDER

WHEN RECORDED MAIL TO:
Mr. John F. Baron et al
1684 Page Street
San Francisco, Ca. 94117

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Same as Above

DOCUMENTARY TRANSFER TAX \$ 38.50 TRANS TAX PD
X... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

N. Crowwhite First American Title InsCo
Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ROBERT M. CLARK and JEANNE B. CLARK,
husband and wife

hereby GRANT(S) to RICHARD LeCOUNT and JILL SUSAN LeCOUNT, husband and wife, as Joint Tenants,
as to an undivided 1/4 interest, and JOHN BARON, an unmarried man, as to an undivided 1/4
interest, and PHIL ALOTIS, an unmarried man, as to an undivided 1/4 interest, and PETER
HARRIS, an unmarried man, as to an undivided 1/4 interest
the real property in the ~~XXXX~~ unincorporated area
County of Nevada, State of California, described as

Legal description as per attached Exhibit "A"

A.P. #19-390-12
Area Code 77-004

Dated May 16, 1980

Robert M. Clark *Robert M. Clark*

STATE OF CALIFORNIA WASHINGTON
COUNTY OF KIDG ss.

Jeanne B. Clark
Jeanne B. Clark

On MAY 27, 1980
before me, the undersigned, a Notary Public in and for said
State, personally appeared ROBERT M. CLARK
AND JEANNE B. CLARK

known to me to be the person whose name is
subscribed to the within instrument and acknowledged that
THEY executed the same.

WITNESS my hand and official seal

Signature *Phil W. Baron*

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

NEVADA COUNTY

80 16284

EXHIBIT "A"

All that certain real property situate in the Southeast quarter of Section 3, Township 17 North, Range 16 East, M.D.M., further described as follows:

BEGINNING at a point from which the Southwest corner of Lot 58, Prosser Lake Heights Unit No. 3, bears South 69° 42' 22" East 614.95 feet, as said Lot 58 is shown on the map of said Prosser Lake Heights, filed for record in Book "2" of Maps, at page 16, Nevada County Recorder's office; thence from said POINT OF BEGINNING, North 65° 15' 00" East 253.77 feet to the Westerly line of that certain parcel of land conveyed by Deed dated September 8, 1967, recorded September 22, 1967, in Book "430" of Official Records, at page 527, Nevada County Records, executed by H. Alfred Hanken to Raymond M. Fleming et ux; thence along said last mentioned line, South 0° 29' 00" East 325.19 feet; thence South 88° 33' 31" West 373.71 feet; thence North 31° 14' 53" East 270.59 feet to the POINT OF BEGINNING.

END OF DOCUMENT

4



RECORDING REQUESTED BY

FIRST AMERICAN TITLE INS. CO.

AND WHEN RECORDED MAIL TO:

Steven James Porter
Jo Annmarie Fretz
315 Circle Drive
Reno, NV 89509

Nevada, County Recorder
Jewett-Burdick

DOC- 2002-0035826-00

Acct 2-First American Title

Tuesday, SEP 10, 2002 13:40:00

REC \$8.00 SBS \$3.00 TOT \$202.40

MIC \$1.00 AUT \$4.00

Ttl Pd \$218.40

Nbr-0000175157

ECY/EY/1-4

Space Above This Line for Recorder's Use Only

A.P.N.: 19-390-12-000

Order No.: 2020460nv

Escrow No.: 2020460RJ

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$202.40

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- unincorporated area; Town of Truckee, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

Richard LeCount and Jill Susan LeCount, husband and wife, as joint tenants, as to an undivided 1/4 interest, and John Baron, an unmarried man, as to an undivided 1/4 interest, and Phil Alotis, an unmarried man, as to an undivided 1/4 interest, and Peter Harris, an unmarried man, as to an undivided 1/4 interest.

hereby GRANT(S) to J. an unmarried man

Steven James Porter and Jo Annmarie Fretz, an unmarried woman, as joint tenants

the following described property in the Town of Truckee, County of Nevada State of California;

All that certain real property situate in the Southeast quarter of Section 3, Township 17 North, Range 16 East, M.D.M., further described as follows:

Beginning at a point from which the Southwest corner of Lot 58, Prosser Lake Heights Unit No. 3, bears South 69 degrees 42' 22" East 614.95 feet, as said Lot 58 is shown on the Map of said Prosser Lake Heights, filed for record in Book "2" of Maps, at Page 16, Nevada County Recorder's Office; thence from said point of beginning, North 65 degrees 15' 00" East 253.77 feet to the Westerly line of that certain parcel of land conveyed by Deed dated September 8, 1967, recorded September 22, 1967, in Book "430" of Official Records, at Page 527, Nevada County Records, executed by H. Alfred Hanken to Raymond M. Fleming et ux; thence along said last mentioned line, South 0 degrees 29' 00" East 325.19 feet; thence South 88 degrees 33' 3" West 373.71 feet; thence North 31 degrees 14' 53" East 270.59 feet to the point of beginning.

COS

GRANT DEED CONTINUED ON NEXT PAGE

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

CONTINUATION OF GRANT DEED

Richard LeCount
Richard LeCount

Phil Alotis
Phil Alotis

Jill Susan LeCount
Jill Susan LeCount

Peter Harris
Peter Harris

John Baron
John Baron

Document Date: August 29, 2002

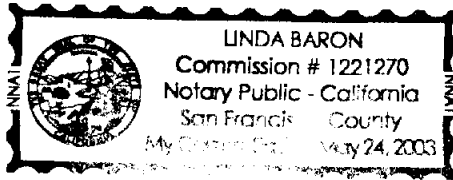
STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On September 2, 2002 before me, LINDA BARON
personally appeared RICHARD LeCount AND Jill Susan LeCount

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Baron



Document Date: August 29, 2002

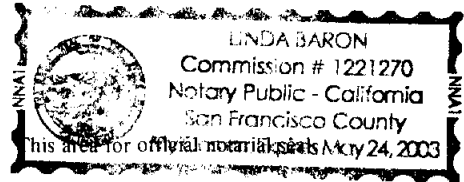
STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On September 2, 2002 before me, LINDA BARON
personally appeared John Baron

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Baron



Document Date: August 29, 2002

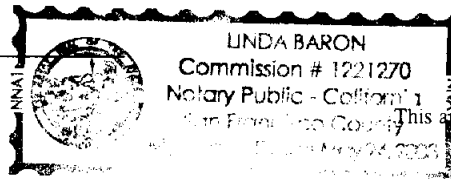
STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On September 2, 2002 before me, LINDA BARON
personally appeared Phil Alotis

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Baron



This area for official notarial seal.

Document Date: August 29, 2002

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

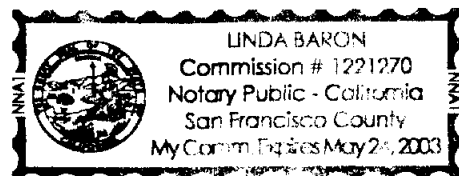
On September 2, 2002 before me, LINDA BARON
personally appeared Peter Harris

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda Baron

This area for official notarial seal.



I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: LINDA BARN

Date Commission Expires: 5-24-03

Notary Commission Number: 1221270

Manufacturer or Vendor Number: NNAI
(located on both sides of the notary)

County and State of Commission: SAN FRANCISCO CO. CA

Signature: Mickey Barn Date: 9-10-02

First American Title
(Firm name, if applicable)

END OF DOCUMENT

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 1502-9556

AND WHEN RECORDED MAIL TO

JAY HEPPNER AND KRISTEN HEPPNER
14328 Tyrol Road
Truckee, CA 96161



Nevada County Recorder

Gregory J. Diaz

DOC- 2008-0008211-00

Acct 3-Placer Title Company

Friday, APR 04, 2008 08:00:00

REC \$7.00:SBS \$2.00:TOT \$271.15

MIC \$1.00:AUT \$3.00:

Ttl Pd \$284.15

Nbr-0000541854

KFP/KP/1-3

A.P.N.: 19-390-12

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$271.15 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STEVEN J. PORTER AND JO ANNMARIE PORTER, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS STEVEN J. PORTER, AN UNMARRIED MAN AND JO ANNMARIE FRETZ, AN UNMARRIED WOMAN**

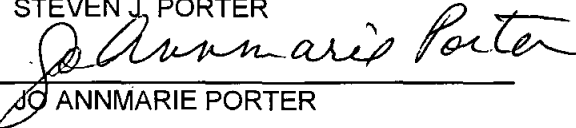
Hereby GRANT(S) to **JAY HEPPNER AND KRISTEN HEPPNER, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, ^{TRUCKEE} CITY OF TRUCKEE, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: March 24, 2008

By: 
STEVEN J. PORTER

By: 
JO ANNMARIE PORTER

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

3

9.

STATE OF CALIFORNIA
COUNTY OF Nevada

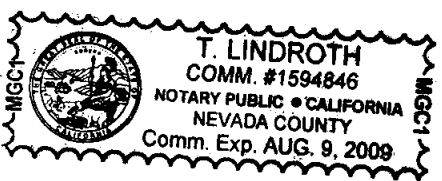
On 3/26/08 before me, T. Lindroth, Notary Public,

personally appeared Steven J. Porter and Jo Ann Marie Porter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature: T. Lindroth
Commission Expiration Date: 8/9/09



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, CITY OF TRUCKEE, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 16 EAST, M.D.M., FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF LOT 58, PROSSER LAKE HEIGHTS, UNIT NO. 3, BEARS SOUTH 69 DEGREES 42' 22" EAST 614.95 FEET, AS SAID LOT 58 IS SHOWN ON THE MAP OF SAID PROSSER LAKE HEIGHTS FILED FOR RECORD IN BOOK "2" OF MAPS, AT PAGE 16, NEVADA COUNTY RECORDERS OFFICE; THENCE FROM SAID POINT OF BEGINNING, NORTH 65 DEGREES 15' 00" EAST 253.77 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED DATED SEPTEMBER 8, 1967, RECORDED SEPTEMBER 22, 1967, IN BOOK "430" OF OFFICIAL RECORDS, AT PAGE 527, NEVADA COUNTY RECORDS, EXECUTED BY H. ALFRED HANKEN TO RAYMOND M. FLEMING, ET UX; THENCE ALONG SAID LAST MENTIONED LINE, SOUTH 0 DEGREES 29' 00" EAST 325.19 FEET; THENCE SOUTH 88 DEGREES 33' 31" WEST 373.71 FEET; THENCE NORTH 31 DEGREES 14' 53" EAST 270.59 FEET TO THE POINT OF BEGINNING.

APN: 19-390-12

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST BOUNDARY OF PROSSER LAKE HEIGHTS, UNIT NO. 3, AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF NEVADA COUNTY, CALIFORNIA IN BOOK 2 OF MAPS, AT PAGE 16, WITH THE CENTERLINE OF BARNES DRIVE, AS SHOWN ON SAID MAP; THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST BOUNDARY OF UNIT NO. 3, NORTH 0 DEGREES 29' WEST 42.07 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BARNES DRIVE; THENCE LEAVING SAID SUBDIVISION ON THE EXTENSION OF SAID NORTHWESTERLY LINE OF BARNES DRIVE IN A SOUTHWESTERLY DIRECTION, SOUTH 45 DEGREES 00' WEST 70.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 15', A DISTANCE OF 130.77 FEET; THENCE TANGENT TO LAST CURVE, SOUTH 65 DEGREES 15' WEST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 52' 11", A DISTANCE OF 32.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE 253 DEGREES 44' 22", A DISTANCE OF 221.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 52' 11", A DISTANCE OF 32.17 FEET; THENCE NORTH 65 DEGREES 15' EAST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 430 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 15', A DISTANCE OF 151.97 FEET, THENCE NORTH 45 DEGREES 00' EAST 11.89 FEET TO THE WEST BOUNDARY OF SAID UNIT NO. 3, SAID POINT OF INTERSECTION BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF BARNES DRIVE WITH SAID WEST BOUNDARY; THENCE ALONG SAID WEST BOUNDARY, NORTH 0 DEGREES 29' WEST 42.07 FEET TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY:
Fidelity National Title Company of California

**When Recorded Mail Document
and Tax Statement To:**
Keri Buchanan
11 Barber Lane
Martinez, CA 94553

Nevada County Recorder
Gregory J. Diaz
Document#: 20190025278
Wednesday November 27 2019, at 11:52:41 AM
Rec Fee:\$23.00 Transfer tax:\$176.00
Paid: \$199.00
Recorded By:CM
5528632|0795558a-481f-46c6-9ff2-80eb1efd4f5a

Escrow Order No.: FSSE-9021900869
Property Address: 10869 Barnes Drive,
Truckee, CA 96161
APN/Parcel ID(s): 019-390-012-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a transfer subject to
the imposition of documentary transfer tax.

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
 The documentary transfer tax is \$176.00 and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in the **Town of Truckee**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jay Heppner and Kristen Heppner,
husband and wife

hereby **GRANT(S)** to Keri Buchanan, an unmarried woman

the following described real property in the Town of Truckee, County of Nevada, State of California:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

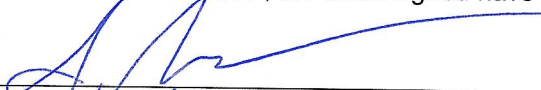
MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)


APN/Parcel ID(s): 019-390-012-000

Dated: November 26, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.



Jay Heppner



Kristen Heppner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Nevada

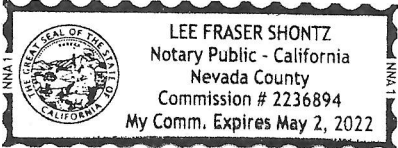
On November 27, 2019 before me, Lee Fraser Shontz, Notary Public,
(here insert name and title of the officer)

personally appeared Jay Heppner & Kristen Heppner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Policy Number:

FSSE-9021900869

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

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

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

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

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

Fidelity National Title Company of California
10969 Trade Center Drive, Suite 107
Rancho Cordova, CA 95670

Countersigned By:

Authorized Officer or Agent



Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

SCHEDULE A

Date of Policy	Amount of Insurance	Premium
November 27, 2019 at 11:52 AM	\$160,000.00	\$783.00

1. Name of Insured:

Keri Buchanan

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:

Keri Buchanan, an unmarried woman

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 019-390-012-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 16 EAST, M.D.B.& M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF LOT 58 OF PROSSER LAKE HEIGHTS, UNIT NO. 3, BEARS SOUTH 69° 42' 22" EAST 614.95 FEET, AS SAID LOT 58 IS SHOWN ON THE MAP OF SAID PROSSER LAKE HEIGHTS FILED IN BOOK "2" OF MAPS, PAGE 16, NEVADA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 65° 15' 00" EAST 253.77 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED SEPTEMBER 22, 1967 IN BOOK 430 OF OFFICIAL RECORDS, PAGE 527, EXECUTED BY H. ALFRED HANKEN TO RAYMOND M. FLEMING, ET UX; THENCE ALONG SAID LAST MENTIONED LINE SOUTH 0° 29' 00" EAST 325.19 FEET; THENCE SOUTH 88° 33' 31" WEST 373.71 FEET; THENCE NORTH 31° 14' 53" EAST 270.59 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST BOUNDARY OF PROSSER LAKE HEIGHTS, UNIT NO. 3, AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF NEVADA COUNTY, CALIFORNIA IN BOOK 2 OF MAPS, AT PAGE 16, WITH THE CENTERLINE OF BARNES DRIVE, AS SHOWN ON SAID MAP; THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST BOUNDARY OF UNIT NO. 3, NORTH 0 DEGREES 29' WEST 42.07 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BARNES DRIVE; THENCE LEAVING SAID SUBDIVISION ON THE EXTENSION OF SAID NORTHWESTERLY LINE OF BARNES DRIVE IN A SOUTHWESTERLY DIRECTION, SOUTH 45 DEGREES 00' WEST 70.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 15', A DISTANCE OF 130.77 FEET; THENCE TANGENT TO LAST CURVE, SOUTH 65 DEGREES 15' WEST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 52' 11", A DISTANCE OF 32.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE 253 DEGREES 44' 22", A DISTANCE OF 221.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 52' 11", A DISTANCE OF 32.17 FEET; THENCE NORTH 65

EXHIBIT "A"
Legal Description

DEGREES 15' EAST 411.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 430 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 15', A DISTANCE OF 151.97 FEET, THENCE NORTH 45 DEGREES 00' EAST 11.89 FEET TO THE WEST BOUNDARY OF SAID UNIT NO. 3, SAID POINT OF INTERSECTION BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF BARNES DRIVE WITH SAID WEST BOUNDARY; THENCE ALONG SAID WEST BOUNDARY, NORTH 0 DEGREES 29' WEST 42.07 FEET TO THE POINT OF BEGINNING.

**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:

PART I

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

END OF SCHEDULE B - PART I

**SCHEDULE B
EXCEPTIONS FROM COVERAGE****PART II**

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 003-003
Tax Identification No.: 019-390-012-000
Fiscal Year: 2019-2020
1st Installment: \$1,577.46, Paid
2nd Installment: \$1,577.46, Open
Exemption: \$0.00
Land: \$260,400.00
Improvements: \$80,586.00
Personal Property: \$0.00

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

3. Taxes and assessments levied by the Truckee-Donner Public Utility District.

4. Taxes and assessments levied by the Truckee Tahoe Sanitation Agency and Truckee Tahoe Sanitation District.

5. Rights of the public to any portion of the Land lying within the area commonly known as Barnes Drive.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: John A. Menaglia, et al
Purpose: Access and Utilities
Recording Date: December 16, 1965
Recording No: Book 392, Page 361, of Official Records
Affects: Northwesterly Portion

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the Record of Survey, Book 8, Page 129.

Purpose: Access and utilities
Affects: Northerly portion

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southwest Gas Corporation
Purpose: Pipeline
Recording Date: May 18, 2001
Recording No: 2001-0015679, of Official Records
Affects: Northerly portion

END OF SCHEDULE B - PART II

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
 - (iv) Subject to any rights or defenses the Company would have had against the named insured, (A) the spouse of an insured who receives title to the land because of dissolution of marriage, (B) the trustee or successor trustee of a trust or any estate planning entity created for the insured to whom or to which the insured transfers title to the land after the Date of Policy or (C) the beneficiaries of such a trust upon the death of the insured.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(continued)

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

2. CONTINUATION OF INSURANCE

(a) After Acquisition of Title by Insured Lender.

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

(b) After Conveyance of Title by an Insured.

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

(c) Amount of Insurance.

The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

- (a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(continued)

5. PROOF OF LOSS OR DAMAGE

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

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

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

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY

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

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

- (i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
- (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

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

(continued)

- (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:
- (i) the Amount of Insurance stated in Schedule A; or,
 - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.
- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.
- (c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE

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

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

11. PAYMENT OF LOSS

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT**(a) The Company's Right of Subrogation.**

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

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

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(continued)

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

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

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

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

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

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

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

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is One Million And No/100 Dollars (\$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 One Million And No/100 Dollars (\$1,000,000) shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

In the event any provision of 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.

16. NOTICES, WHERE SENT

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

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS AND STIPULATIONS