(Rev. 11/06)

Order Number: 0301-6740797

Page Number: 1



# **First American Title Company**

12180 Industry Blvd., Suite 53 Jackson, CA 95642

California Department of Insurance License No. 151

Escrow Officer: Stacy Bloemke Phone: (209)223-0740 Fax No.: (866)289-4694

E-Mail: SBloemke@firstam.com

E-Mail Loan Documents to: JacksonEDocs@firstam.com

Buyer: TBD

Owner: Robert E. and Elizabeth V. Jones Family Trust dated August

30,2018

Property: APN 030-050-061-000

Amador County, CA

# PRELIMINARY REPORT

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

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

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

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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

Page Number: 2

Dated as of December 15, 2021 at 7:30 A.M.

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

To Be Determined

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

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

ROBERT E. JONES AND ELIZABETH V. JONES, AS TRUSTEES OF THE ROBERT E. AND ELIZABETH V. JONES FAMILY TRUST DATED AUGUST 30, 2018

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

A fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2021-2022.

First Installment: \$2,357.10, PAID

Penalty: \$0.00

Second Installment: \$2,357.10, OPEN

Penalty: \$0.00
Tax Rate Area: 052086
A. P. No.: 030-050-061
Affects: The land and other property.

- 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 3. THE INTEREST, IF ANY, OF ROBERT E. MCGREGOR AND LOUIS JONES AS DISCLOSED BY QUITCLAIM DEED RECORDED APRIL 7, 1958 IN BOOK 75, PAGE 588, AMADOR COUNTY OFFICIAL RECORDS
- 4. THE INTEREST, IF ANY, OF THE ARMADILLO TRUST AS DISCLOSED BY "LODE MINING LOCATION NOTICE (CALIFORNIA)," RECORDED MAY 4, 1989 IN BOOK 568, PAGE 630, AT PAGE 633, AMADOR COUNTY OFFICIAL RECORDS

Order Number: **0301-6740797**Page Number: 3

5. THE INTEREST, IF ANY, OF ROBERT PACK BROWNING AS DISCLOSED BY "LODE MINING CLAIM LOCATION NOTICE (CALIFORNIA)," RECORDED MARCH 26, 1990 IN BOOK 597, PAGE 13 AND PAGE 16, AMADOR COUNTY OFFICIAL RECORDS

- A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED NOVEMBER 4, 1997 AS INSTRUMENT NO. 1997008923 OF OFFICIAL RECORDS.
- 7. An easement for 12KV ELECTRIC TRANSMISSION LINE PURPOSES and incidental purposes, recorded NOVEMBER 4, 1997 as INSTRUMENT NO. 1997-8923 of Official Records.

In Favor of: PACIFIC GAS AND ELECTRIC COMPANY

Affects: AS DESCRIBED THEREIN

8. An easement for SEWAGE DISPOSAL LEACH LINE PURPOSES and incidental purposes, recorded NOVEMBER 4, 1997 as INSTRUMENT NO. 1997-8923 of Official Records.

In Favor of: PAUL W. MERKEL

Affects: AS DESCRIBED THEREIN

- 9. The effect of a map purporting to show the land and other property, filed AUGUST 15, 2002 IN BOOK 54, PAGE 89 of Record of Surveys.
- 10. An easement for INGRESS, EGRESS AND UTILITY PURPOSES 40' WIDE ON; OVER, UNDER AND ACROSS AN EXISTING ROADWAY LOCATED WHERE MITCHELL MINE ROAD CROSSES PARCEL 1 BETWEEN THE DOUGLAS QUARTZ MINE PARCEL AND THE ALTA QUARTZ MINE PARCEL and incidental purposes, recorded November 13, 2002 as INSTRUMENT NO(S). 2002-13870, 2002-13871, 2002-13872, all of Official Records.

In Favor of: EDDIE ONETO, PATRICIA ONETO, BRIAN ONETO

AND JANINE ONETO, HUSBAND AND WIFE

Affects: AS DESCRIBED THEREIN

11. An easement for RIGHT FROM TIME TO TIME TO CONSTRUCT, RECONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE, AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, TOGETHER WITH A RIGHT OF WAY THEREFOR, WITHIN A STRIP OR PARCEL OF LAND OR ALONG A ROUTE AS HEREINAFTER SET FORTH, AND ALSO INGRESS THERETO AND EGRESS THEREFROM OVER AND ACROSS THE LANDS and incidental purposes, recorded JULY 19, 2006 as INSTRUMENT NO. 2006-8363 of Official Records.

In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA

CORPORATION, AND VOLCANO TELEPHONE CO., A CALIFORNIA CORPORATION AND VOLCANO VISION INC., A CALIFORNIA

**CORPORATION** 

Affects: AS DESCRIBED THEREIN

- 12. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as ROBERT E. JONES . The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
- 13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Order Number: **0301-6740797**Page Number: 4

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

- 14. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
- 15. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
- 16. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
- 17. The lack of a right of access to and from the land.
- 18. Water rights, claims or title to water, whether or not shown by the Public Records.
- 19. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
- 20. Rights of parties in possession.

# Prior to the issuance of any policy of title insurance, the Company will require:

- 21. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

Page Number: 5

# **INFORMATIONAL NOTES**

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

- 1. The property covered by this report is vacant land.
- 2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

- 3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
- 4. The following additional parcel or parcels has/have appeared in a recorded document or documents describing the land referred to in this preliminary report/commitment:

PARCEL 2

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES ON, OVER, UNDER AND ACROSS A PORTION FOR THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, T. 7N., R 12 E, M.D.M., AMADOR COUNTY, CALIFORNIA, BEING THE "ADJUSTED ONETO" PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF THE EXISTING ROADWAY ON THE NORTHWESTERLY LINE OF THE ALTA QUARTZ MINE M.S. 2830 FROM WHICH THE SOUTHWEST CORNER OF SAID MINING CLAIM AS SHOWN ON THAT RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FILED MARCH 02, 1999, IN BOOK 52 OF MAPS AT PAGE 15, AMADOR COUNTY RECORDS, BEARS S 54°20'39" W 82.68 FEET DISTANT; THENCE, FROM SAID POINT OF BEGINNING SAID EASEMENT SHALL HAVE A UNIFORM WIDTH OF 40.00 FEET, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

1ST N 81°55'00" W, FOR A DISTANCE OF 133.90 FEET.
2ND N 75°50'00" W, FOR A DISTANCE OF 272.82 FEET.
3RD N 57°42'00" W, FOR A DISTANCE OF 175.42 FEET TO THE POINT OF THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 FROM WHICH A 3/4" REBAR TAGGED L. S. 3725 (PER 52-M-15) SET TO MARK THE CENTER SOUTH 1/16 CORNER OF SECTION 28 BEARS S 00°31'09" W, FEET DISTANT.

No insurance will be provided as to these parcels, but the parties to the transaction contemplated by this preliminary report/commitment may wish to consider whether these parcels should be included in the documents to be recorded.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to

Order Number: **0301-6740797**Page Number: 6

the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Page Number: 7

# **LEGAL DESCRIPTION**

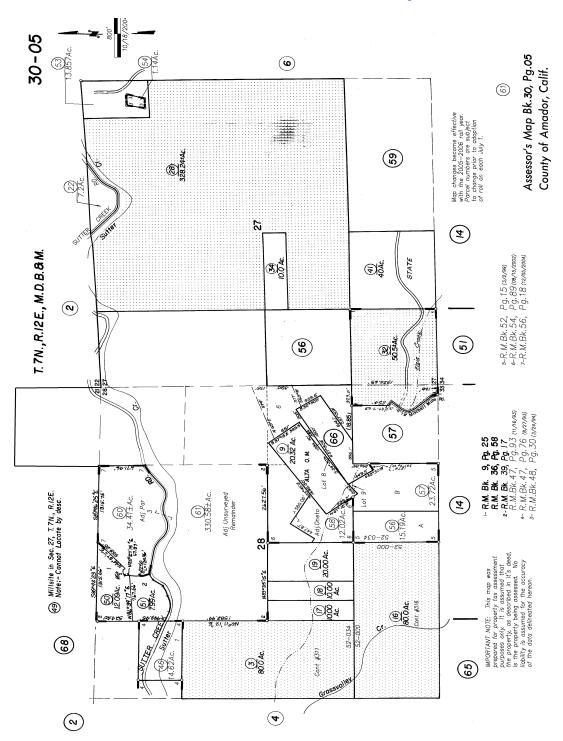
Real property in the unincorporated area of the County of Amador, State of California, described as follows:

GOVERNMENT LOTS 6 THROUGH 9 INCLUSIVE, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 7 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND SHOWN AS "ADJUSTED ONETO" AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT FOR BIAN AND EDDIE ONETO AND ROBERTO AND ELIZABETH JONES" FILED FOR RECORD AUGUST 15, 2002 IN BOOK 54 OF MAPS AND PLATS, AT PAGE 89, RECORDS OF AMADOR COUNTY.

APN: 030-050-061 (PORTION)

Page Number: 8



Page Number: 9

# **NOTICE**

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

Page Number: 10

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

#### **CLTA STANDARD COVERAGE POLICY - 1990**

**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 (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 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.
- Any claim, which arises out of the transaction vesting in the insured the estate of 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.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or 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, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

# CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

**EXCLUSIONS** 

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

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;

Page Number: 11

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
  - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

# 2006 ALTA LOAN POLICY (06-17-06)

**EXCLUSIONS FROM COVERAGE** 

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

Page Number: 12

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

#### 2006 ALTA OWNER'S POLICY (06-17-06)

**EXCLUSIONS FROM COVERAGE** 

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

Page Number: 13

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10): or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
- 7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

**EXCLUSIONS FROM COVERAGE** 

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

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Page Number: 14

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11 Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



# **Privacy Notice**

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**International Jurisdictions**: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

**Contact Us** dataprivacy@firstam.com or toll free at 1-866-718-0097.

© 2020 First American Financial Corporation and/or its affiliates. All rights reserved. NYSE:FAF	



# **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know**. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Right of Deletion</u>. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

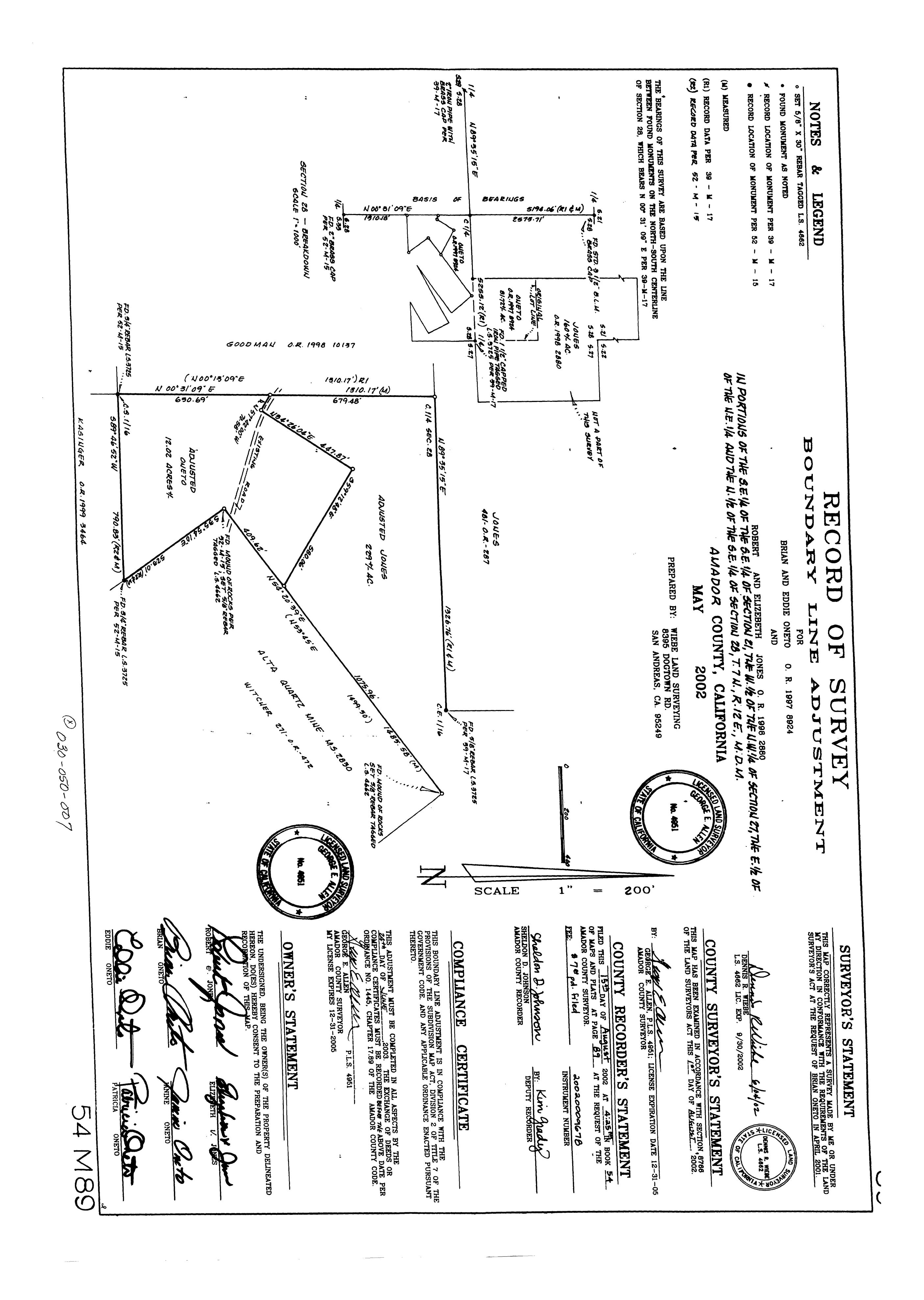
**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**<u>Right of Non-Discrimination</u>**. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

**Notice of Sale**. We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure**. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.



# Exhibit "A"

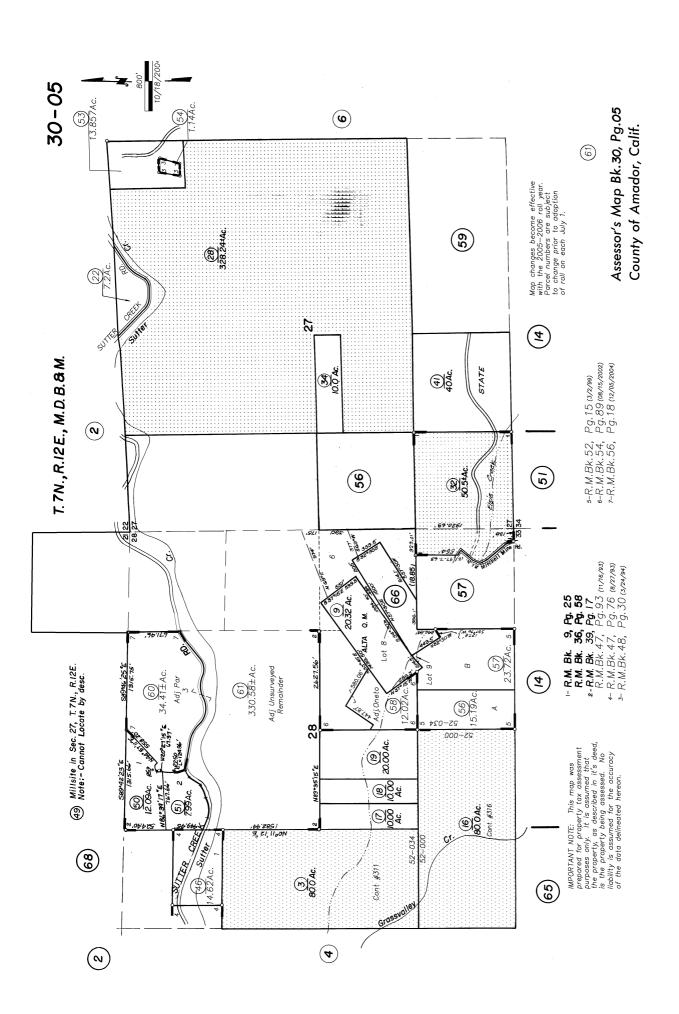
# **Legal Description**

A.P.N.: 030-050-061-000

Real property in the City of Amador County, County of Amador, State of California, described as follows:

GOVERNMENT LOTS 6 THROUGH 9 INCLUSIVE, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 7 NORTH, RANGE 12 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND SHOWN AS "ADJUSTED ONETO" AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT FOR BIAN AND EDDIE ONETO AND ROBERTO AND ELIZABETH JONES" FILED FOR RECORD AUGUST 15, 2002 IN BOOK 54 OF MAPS AND PLATS, AT PAGE 89, RECORDS OF AMADOR COUNTY.



the second parts Ultrepropellie that the soid fortill sof the first part, in consideration of the sum of Tim (00/150) lawful money of the United States of America, to the states of America, to part. Les of the second part, the receipt whereoff is hereby acknowledged, tions hereby release and forever QUITCLAIM unto the part 100 the second fore, ond to their heins and assigns, all the certain lot piece of parcel of land situate in the State of California and bounded and described as follows, to-wit: in-the-Volcano-Himing-Districts Amilor-County, 5 atts of Californias being in the SEL of Ell and Ell of Ell of Section 25, Tomenty 7 forth, hance 13 het. montting by the Southern end on the Morthern end of Alta Q.M. and surrounding the M. corner post of the Douglas Q.M. and abutting on the W. line of the Ewiof the MW and W. line of MW of BW of Section 27. Commending at corner #1 from which the & section dorner between Section 27 and 28, Township? North Renge 12 mgt. bears 12 900 11. and theme 5, 69 degrees W. 577 It. to corner post 43; thence M. 325 degrees W. to to corner 43. which is also E. corner of Douglas C.H., thence S. 574 degrees V. 205 ft. to corner #4; themse H. 57% degrees H. 551. It the toporner post 46; themse H. 69 degrees 2. 974 15. to corner post #6; thence due 5. 555 1t. to point of beginwith the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. On Caux and in Links the said framiscs, together spith the appurtenances, unto the part 100 of the second part, and to In Alineau Therent the part. I of the first part has executed this conveyance the day and year first above written. Signed and Delivered in the Presence of

ب المرابع المنظمة المن

1003

		election of the first and a such a recent to the first and the			
	State of C	alifornia.			
	County of				
			On this	day of April befor	
	a Notary Public in an	Alexine	MoPherrin	and the later and history and a before always also as the second of the contract of the contra	
				swort, personally app	eared
	Anchorage of the section of the sect	P. 21880	A STATE OF THE PROPERTY OF THE		
				subscribed to the to	vithin
			hereunto set iny hand	d and affixed my officia	Ispak
	in	e day and year in this c	extificate first abores	remitton.	
			elleune	Mathenia	
		Course	Notary Public in and Anador	State of Galife	irina.
		Myc	oniniussion expiresma	ALEXINE MCPHERRIN, Notary Industry Indu	
				3 20 101	
		Dance		S. SE	
motion or manufactured to the second		in the residence of the second	months and the same of the manner of manifest of the same of the s	The state of the s	commence of the majories and the commence of t
210					
CH I					
a de		INC	EXED		The same of the sa
				A Committee of the Comm	

13037 L

Steller Storton.
900 (Mail recording to:) Name Armadillo Trust Address 5014 Highland Hills Dr. Helburn Texas 78731 FOR RECORDER'S USE : Cole Patterson LODE MINING CLAIM LOCATION NOTICE (CALIFORNIA) To whom it may concern, please take notice that: 1. Lode mining claim name is <u>Armadillo One</u> 2. Date of location (date a conspicuous and substantial discovery monument was erected and location notice was posted in or on it) of the lode mining claim is Anril 1900 (month) (day) (year) 3. Description of the discovery monument is as follows: Orange tipped wooden stake approx. 36 inches high surrounded by a 24 inch base of rocks. 4. Lode mining claim is located in the following quarter-section(s), section(s),

township(s), range(s), and meridian:

CA 3800-4

3/87

RECORDING REQUESTED BY:

NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. T. R. Mer. 5. The discovery site as described by reference to some natural object or permanent monument so that the site can be readily found on the ground is as follows: Land Survey Stake (BLM accepted), is 70 feet due east magnetic from the east; north/south boundry line of claim. 550 feet due north magnetic of this point is N.T. corner of claim, (staked). 300 feet due west magnetic of N.E. corner is N.W. corner of claim. Old trenches and nits are along this line. 900 feet due south of N.W. corner, (staked) is the S.W. corner of claim (staked). 300 feet due 63st magnetic of E.W. corner is the S.E. corner of claim, (staked). (see USiS detail map attached.)

RECORDED AT REQUEST OF

MAY - 4 1989

Official Records

at () / Min. past\_

Jerry anderson

6. The number of linear, feet claimed in length (not to exceed 1,500 feet) along the course of the vein (or lode, ledge, tabular deposit or zone), and the number of feet in length each way from the point of discovery; with the width of the claim (not to exceed 300 feet) on each side of the center of the claim is:

NE1/4 | | NW1/4 | | SW1/4 | | SE1/4 | | Sec. 28 T. 7N N.12 = Mer. UDM

NE1/4 | NU1/4 | | SW1/4 | | SE1/4 | | Sec. T. R. Mer.

Length of claim is 900 feet: 450 feet north and south from discovery monument. Width of claim is 300 feet; 150 feet east and west of discovery monument.

13

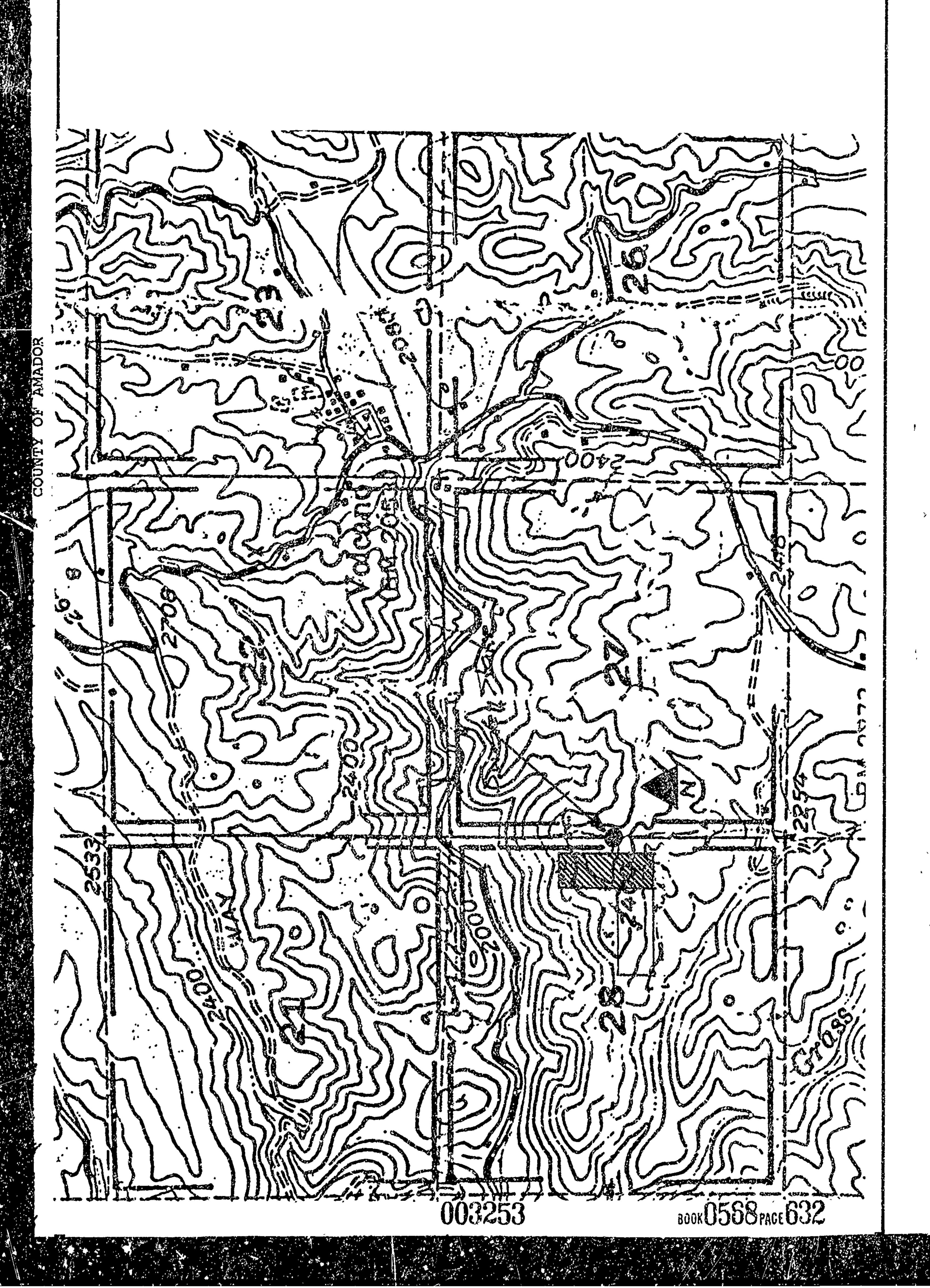
ا هـ ا
244
<b>1</b>
MADOR
<b>State</b>
7
ľ
1.5
7.
Ö
ľ
Ĺ
<b>&gt;</b> 1
-
Z
<b>(</b> )
7
K)

7.	The general course of the vein (lode, ledge, tabular deposit or zone) is by compass direction <u>Due north and south magnetic</u> .
8A.	The undersigned locator(s) within 60 days after the date of location (see No. 2) have defined the boundaries of the claim by erecting at each corner of the claim and at the center of each end line, or nearest accessible points thereto, a conspicuous and substantial monument, and each corner monument so erected bears or contains markings sufficient to appropriately designated that corner of the claim and the name of the claim.
8R.	The date of monument erection and marking is <u>April 26. 1989</u> . (month) (day) (year)
8C.	Description of each monument is as follows Orange tipped wooden stakes wit
	mound of rocks around base of each stake. Stakes are at the mid-
	points of boundry lines.
9.	Attach to this Notice an appropriate U.S. Geological Survey topographic map showing a sketch of the outline of the lode mining claim.
10.	Lode mining claim is in <u>Amador</u> County.
11.	Locator(s) of this lode mining claim are: (Please Print)
J	Name(s)  Current Mailing or Residence Address  erry Anderson for The Armadillo Trust
***	5914 Highland Hills Dr., Austin, Texas 78731
<del></del>	, 
	*
	,
12.	Signatures of locator(s):
<u>- ja</u>	regulation Date 5-5-89 Date

FILE THIS ORIGINAL NOTICE WITH THE APPROPRIATE COUNTY RECORDER (within 90 days of the date of location). AND FILE A DUPLICATE NOTICE (within the same 90 days) with the <u>Bureau of Land Management</u>, <u>California State Office</u>, <u>Federal Office Building</u>, <u>Room E-2841</u>, <u>2800 Cottage Way</u>, <u>Sacramento</u>, <u>California 95825</u>.

Date

Date



RECORDED AT REGUEST OF Jerry anderson O'/\_Min. past\_ CA 3800-4 3/87 MAY - 41989RECORDING REQUESTED BY: Official Records (Mail recording to:) Amador County, California Stellen A Lotter Armadillo Trust Hame 14 Highland Hills Address Recorder Austin, Texas, 78731 B. Helburn FOR RECORDER'S USE : Cole Patterson LODE MINING CLAIM LOCATION NOTICE (CALIFORNIA) To whom it may concern, please take notice that: 1. Lode mining claim name is Armadillo Two 2. Date of location (date a conspicuous and substantial discovery monument was erected and location notice was posted in or on it) of the lode mining claim is April (month) (day) (year) 3. Description of the discovery monument is as follows: Orange tipped wooden stake approx. 36 inches high surround by a 24 inch base of rocks. 4. Lode mining claim is located in the following quarter-section(s), section(s), township(s), range(s), and meridian: NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. 28 T.7N R. 12e Mer. ADM NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. T. R. Mer. NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. T. 5. The discovery site as described by reference to some natural object or permanent monument so that the site can be readily found on the ground is as follows: Claim lies dum east and west magnetic. S.E. corner of claim is contiguous with S.W. corner of Armadillo One claim, (see USGS map attchd), N.E. corner is 300 feet due north manetic of this corner stake. 900 feet due west magnetic is N. W. corner of claim. 300 feet due south magnetic is the S.W. corner of the chim and is immediately adjacent to an open, abandoned mine shaft, fenced with rusty barbed wire around three trees. 6. The number of linear, feet claimed in length (not to exceed 1,500 feet) along the course of the vein (or lode, ledge, tabular deposit or zone), and the

13

discovery monument.

number of feet in length each way from the point of discovery; with the width of

Length of claim is 900 feet, 450 feet and from discovery

monument. Width of claim is 300 feet, 150 feet north and south of

east

the claim (not to exceed 300 feet) on each side of the center of the claim is:

Y OF AMADOR	8A.	. The undersigned locator(s) within 60 days after the date of location (s 2) have defined the boundaries of the claim by erecting at each corner claim and at the center of each end line, or nearest accessible points a conspicuous and substantial monument, and each corner monument so ere bears or contains markings sufficient to appropriately designated that the claim and the name of the claim.	of the thereto, cted
30	88.	. The date of monument erection and marking is <u>April 26 1989</u> (month) (day)	(year)
COUNT	8C.	. Description of each monument is as follows Orange tipped wooden st mound of rocks around base of each stake.	akes: with
	9.	Attach to this Notice an appropriate U.S. Geological Survey topographic showing a sketch of the outline of the lode mining claim.	map
	1Ó.	. Lode mining claim is in Amador County.	
	11.	. Locator(s) of this lode mining claim are: (Flease Print)  Name(s)  Current Mailing or Residence Address	•
	<u>Je</u>	erry Anderson - for, The Armadillo Trust, 5914 North Highl Austin, Texas 78731	and Hills Dr.

12. Signatures of locator(s):

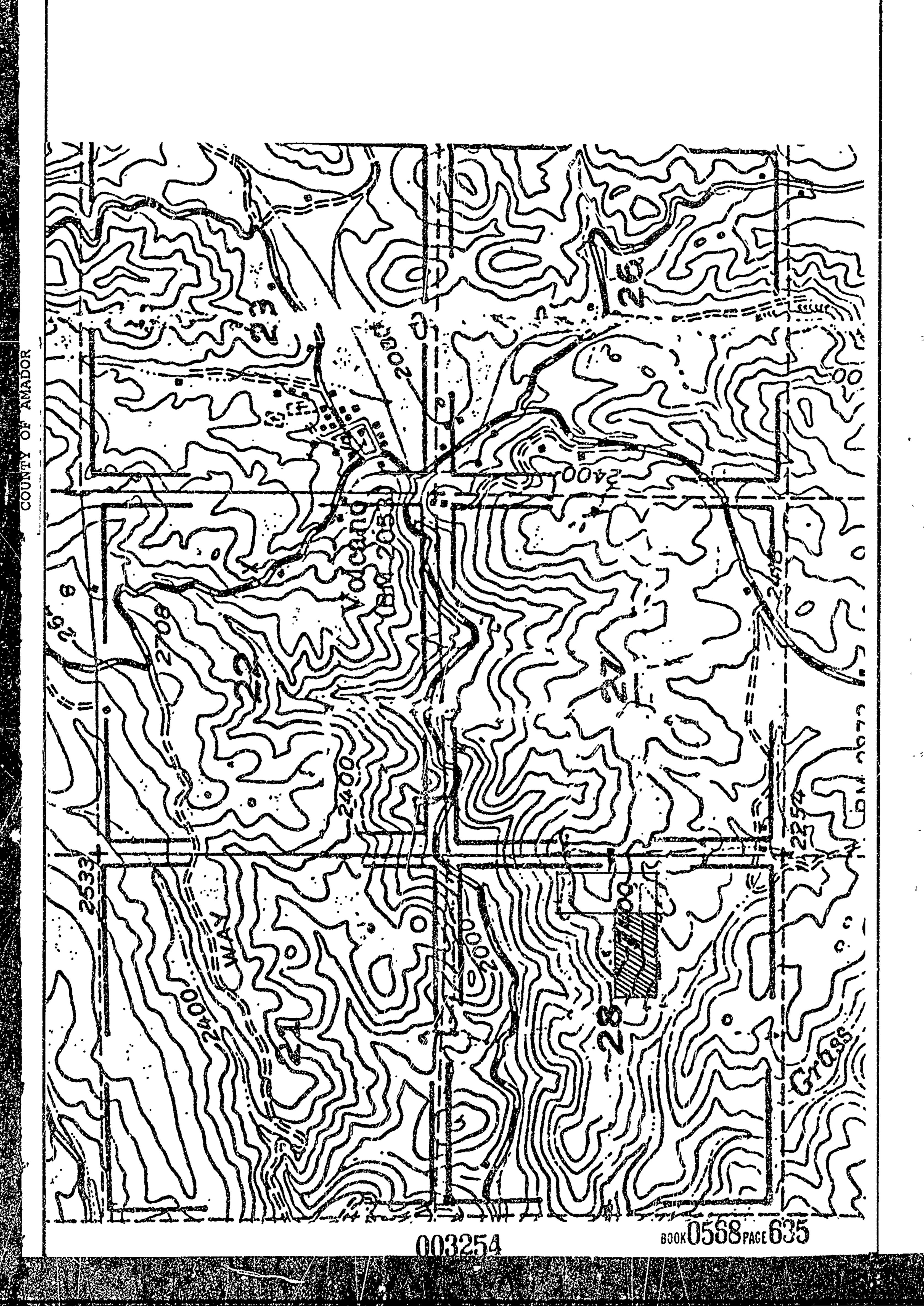
-65-5-89 Date 5-5-89

The general course of the vein (lode, ledge, tabular deposit or zone) is by compass direction <u>Due east and west magnetic</u>.

FILE THIS ORIGINAL NOTICE WITH THE APPROPRIATE COUNTY RECORDER (within 90 days of the date of Iccation), AND, FILE A DUPLICATE NOTICE (within the same 90 days) with the Bureau of Land Management, California State Office, Federal Office Building, Room E-2841, 2800 Cottage Way, Sacramento, California 95825.

Date \_\_\_\_

Date



20\_Min. paat 7 AM CA 3800~4 3/87 MAR26 1990 RECORDING REQUESTED BY: Official Records Amador Courty, Calfornia entilling Callona

Colling of the Strategiese-(Mail recording to:) Robert Pack Browning Name Address 17'12 Rerkeley Way Recordsr Berkeley, California 94703 FOR RECORDER'S USE LODE MINING CLAIM LOCATION NOTICE (CALIFORNIA) To whom it may concern, please take notice that: 1. Lode mining claim name is <u>Baffle i</u> 2. Date of location (date a conspicuous and substantial discovery monument was erected and location notice was posted in or on it) of the lode mining claim, is March. (dirom) (day) (year) 3. Description of the discovery monument is as follows: The discovery maximum is a dark green metal stake with an orange tip, approximately 4 feet high, surrounded by rocks. It bears the name of the claim in orange letters. 4. Lode mining claim is located in the following quarter-section(s), section(s), township(s), range(s), and meridian: NE1/4 | y | NW1/4 | SW1/4 | | SE1/4 | | Sec. 28 T. 7版 R.12E Mer. MOM NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. T. R. Her. NE1/4 | NW1/4 | SW1/4 | SE1/4 | Sec. 7. R. Mer. NE1/4 | | NW1/4 | | SW1/4 | | SE1/4 | | Sec. T. R. Her. 5. The discovery site as described by reference to some natural object or permanent monument so that the site can be readily found on the ground is as follows: The NE corner of the claim is at a BLM witness tree, marked thus: "Posted/DH/4/81," on the line between Sections 27 and 28. 1320 feet duc west magnetic of this tree is the NW corner of the claim. 600 feet due south magnetic of the NW corner is the SW corner. 1320 feet due east magnetic of the SW corner is the SE corner. All corners are marked with dark green metal stakes with orange tips. These stakes are about 4 feet high and each bears the name of the claim and identification if the corner in orange letters. 6. The rumber of linear feet claimed in length (not to exceed 1,500 feet) along the course of the vein (or lode, ledge, tabular daposit or zone), and the number of feet in length each way from the point of discovery; with the width of the claim (not to exceed 300 feet) on each side of the center of the claim is:

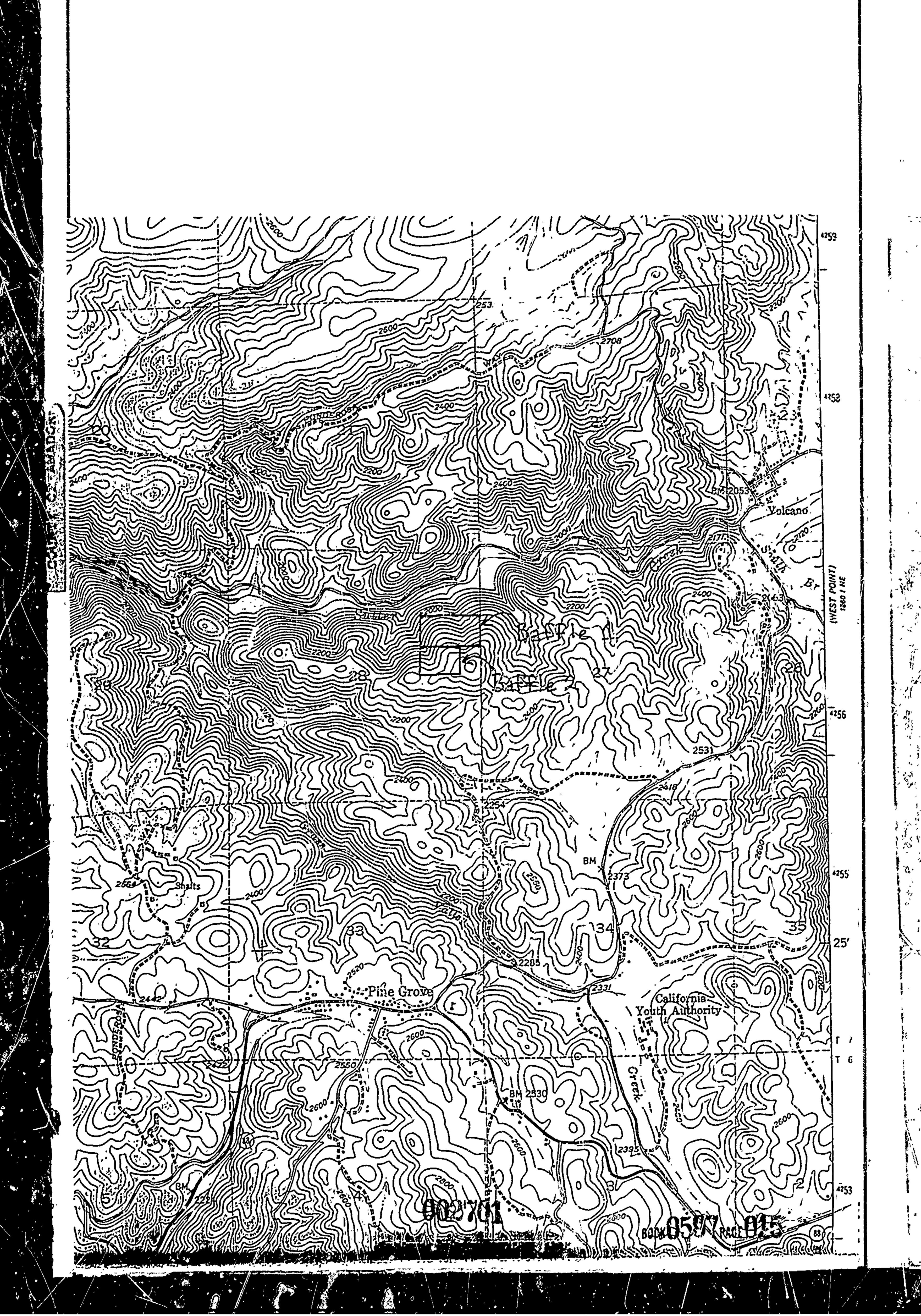
Coop he Personal Line Drye, To a Lawry, Live stray at Calamies at

RIECORDED AT BECUEST OF

# Cony to Product the Ony, The Unity, Universy at Collection of Sections, or production of the Ony, The Unity, University of Collection of Section of Secti

7.	The general course of the compass direction <u>east</u> a	vein (lode, ledge ind west magnetic	, tabular dep	osit or zone	e) is by	
	The undersigned locator(s 2) have defined the bound claim and at the center of a conspicuous and substan- bears or contains marking the claim and the name of	laries of the claim of each end line, of stial monument, and us sufficient to as	n by erecting or nearest acc d each corner	at each corressible point so	ner of the nts thereto, erected	
8B.	The date of monument erec	tion and marking	is <u>March</u> (month)	(day)	1990 '(year)	
8Ć.	Description of each monun- monuments, and the end no These stakes are about a orange letters.	monuments are dark	green metal	stakes with	orange tips.	
10.	Attach to this Notice and showing a sketch of the operation of the pertinent portion of the Lode mining claim is in Locator(s) of this lode in	e Pine Grove Quadr Amador	e mining claiman, 7.	m. Attached 5 minute se County.	is a copy or	
• • •	Name(s)		Mailing or Re		<u>ess'</u>	
**************************************	Robert Pack Browning	<u>1732 Berkeley Ŷ</u>	layBerkeley.	_Calikornia	_9,4Z0,3;;	
_ <del></del>	1 1 3 % A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		<u> </u>			
٠						
<del></del>			· · · · · · · · · · · · · · · · · · ·			
12.	Signatures of Jocator(s)	: te Warch 15, 199	30	<b>D</b> 5	ate	
<del></del>	Da	te	st\$*	Da	ata	

FILE THIS ORIGINAL NOTICE WITH THE APPROPRIATE COUNTY RECORDER (within 90 days of the cate of location), AND FILE A DUPLICATE NOTICE (within the same 90 days) with the Eurepu of Land Management, California State Office, Federal Office Building, Room E-2041, 2800 Cottage Way, Sacramento, California 95825.



Berkeley, California 94703 Recorder FOR RECORDER'S USE LODE MINING CLAIM LOCATION NOTICE (CALIFORNIA) To whom it may concern, please take notice that: 1. Lode mining claim name is Baffle 2 Date of location (date a conspicuous and substantial discovery monument was erected and location notice was posted in or on it) of the lode is March 11, 1990 (month) (day) (year) 3. Description of the discovery monument is as follows: The discovery monument is a dark green metal stake with an orange tip, approximately 4 feet high, surrounded by rocks. It bears the name of the claim in orange letters. Lode mining claim is located in the following quarter-section(s), section(s), township(s), range(s), and meridian: SW% | SE% | Sec. 28 T. 7N R.12E Mer. MDM NE14 X SE:4 | Sec. T. R. Mer. NW1/4 NE1/4 |\_\_| SW[4] SEM Sec. T. R. Mer. NW1/4 NEW \_ NW% | SW% | SE% | Sec. T. R. Mer. 5. The discovery site as described by reference to some natural object or permanent monument so that the site can be readily found on the ground is as follows: The northern boundary of the claim is contiguous to the southern boundary of the Baffle 1 claim (see USCS map attached), the WW corner being adjacent to the SWcorner of the

Baffle 1 claim. 950 feet due east magnetic from that corner is the NE corner.

6. The number of linear feet claimed in length (not to exceed 1,500 feet) along the course of

The length of the claim is 950 fest, 475 feet east magnetic of the discovery

the name of the claim and identification of the corner in orange letters.

\_\_600 Foot due south magnetic of the NE corner is the SE corner 950 feet due west

magnetic of the SE corner is the SW corner. All corners are marked with dark green

metal stakes with orange tips. These stakes are about 4 feet high and each bears

the vein (or lode, ledge, tabular deposit or zone), and the number of feet in length each way

i om the point of discovery; with the width of the chaim (not to exceed 300 feet) on each

monument and 475 feet west magnetic of the discovery monument. The width of the

claim is 600 feet, 300 feet south magnetic of the discovery monument and 300 feet

Figure 3. Lode Mining Claim Location Notice (Cailfornia).

north magnetic of the discovery monument.

side of the center of the claim is:

CA 3800-4

Rev. 9/89

Name

(Mail recording to:)

RECORDING REQUESTED BY:

Address 1732 Berkeley Way

Robert Pack Browning

HECORDED AT REQUEST OF

MAR 26 1990

Officia! Records
Amador County, California

	• • • • • • • • • • • • • • • • • • •				
7. <sub></sub>	The general course of the direction east and west ma	vein (lode, ledge, gnetic	tabular depos	sit or zone) is •	by compass
ŜĀ.	The undersigned locator(s) defined the boundaries of the center of each end line, or no monument, and each corner appropriately designated the	the claim by erections the claim by erections are the claim by erections ar	ng at each cor oints thereto, a ded bears or co	ner of the cla conspicuous a intains markin	im and at the ind substantial
8B.	The date of monument erect	tion and marking is	March · (month)	(day)	1990 (year)
&C.	Description of each monuments are about 4 feet high and	e dark green metal	stakes with o	range tips.	rnese stakes
<b>10.</b>	Attach to this Notice an apsketch of the Guilline of the Pine Grove Quadran Lode mining claim is inAma	ode mining claim.  Igle map, 7.5 minu  Idor	Attached is a te series, wit	copy of the p	ertinent portion
	Name(s)	Current	Mailing or Resid	ience Address	
	Robert Pack Browning	1732 Berkeley W	ay. Berkeley.	California 94	703
					^
*		كنالناسية وي ويونين المناوات ويونين بنوي سوي بي بيونين.	•	The state of the s	7
, <del></del>			······································	· · · · · · · · · · · · · · · · · · ·	<u></u>
12.	Signatures of locator(s):				
$\sqrt{2}$	7	Warch 15, 19	90 ·	Da	te
STATE OF	Date			Da	* * *
,	Date	<del></del>		Da	te
• .	Date	* <del></del>		Da	te

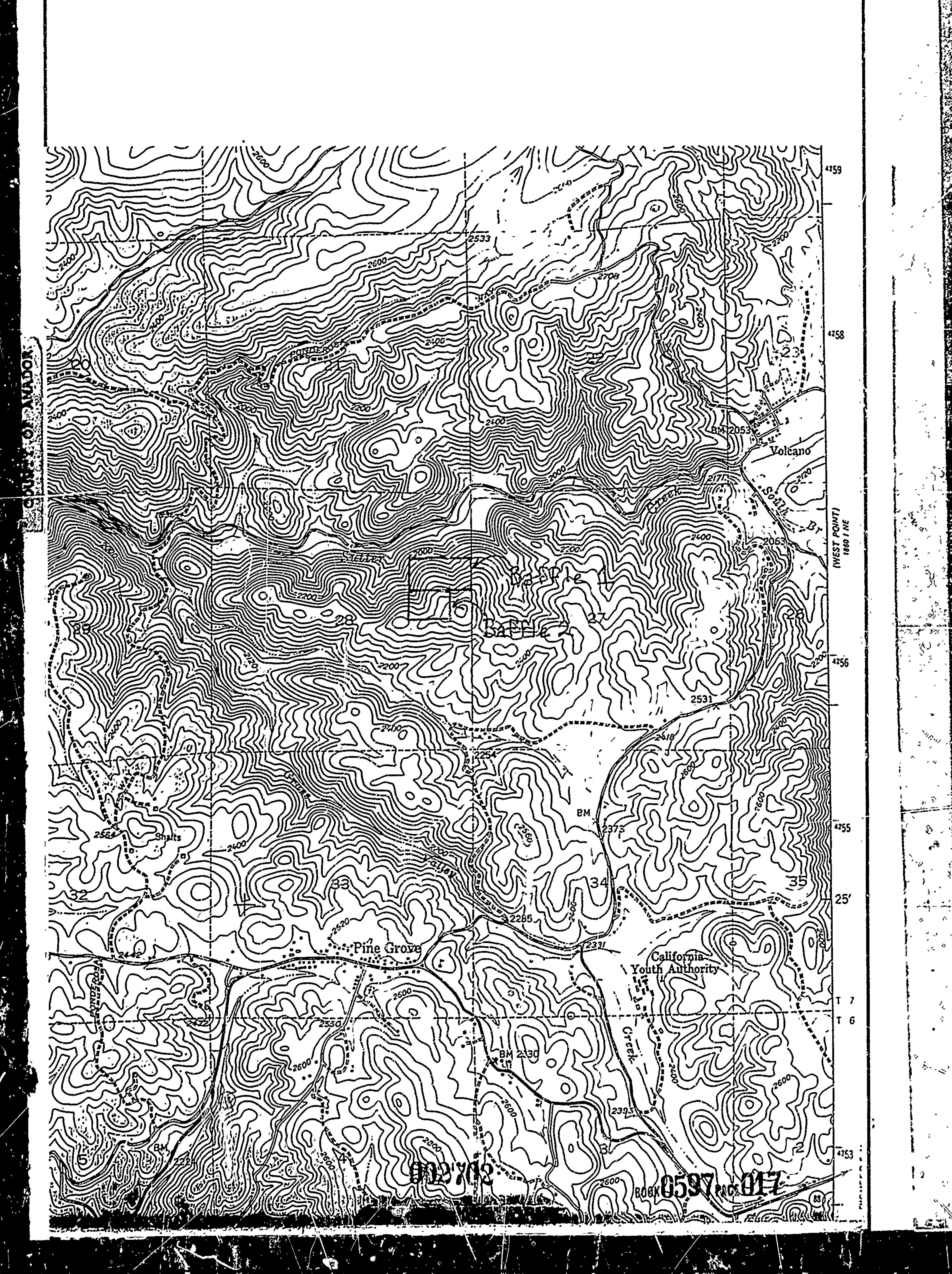
FILE THIS ORIGINAL NOTICE WITH THE APPROPRIATE COUNTY RECORDER (within 90

days of the date of location), AND FILE A DUPLICATE NOTICE (within the same 90 days) with the Bureau of Land Management, California State Office, Federal Office Building, Room E-2841, 2800 Cottage Way, Sacramento, California 95825.

and the

Figure 3 (Cont'd).

BOOK 0597 PACE 016 A



RECORDED AT REQUEST OF FIRST AMERICAN TITLE CO. at 43 Min. Past 20 M 008923 1997

NOV 0 4 1997

FIRST AMERICAN TITLE 2 SALINAS STREET SALINAS, CA. 93901 70/450

Official Records
Amador County, California Recorder

THIS PAGE IS FOR RECORDING PURPOSES ONLY

**PATENT** 

(j)

(July 1987)

# The United States of America

To all to whom these presents shall come, Greetings:

Serial No. CACA 35741 FH

WHEREAS,

CAL-BLMX, INC., a California corporation,

is entitled to a land patent pursuant to Sec. 206 of the Act of October 21, 1976, as amended, 43 U.S.C. 1716, for the following described lands:

Mount Diablo Meridian, California

T. 7 N., R. 12 E., lots 6 through 9, inclusive, and sec. 28, SE¼NE¼.

Containing 87 acres.

NOW KNOW YE, that there is, therefore, granted by the United States unto CAL-BLMX, INC., a California corporation, the lands described above; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said CAL-BLMX, INC., a California corporation, and to its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

# **SUBJECT TO:**

- 1. Those rights for 12kV electric transmission line purposes granted to Pacific Gas and Electric Company, its successors or assigns, by right-of-way No. CAS 1457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961) as to lots 7 and 8.
- 2. Those rights for sewage disposal leach line purposes granted to Paul W. Merkel, his successors or assigns, by right-of-way No. CACA 14590, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761) as to lot 6.

IN

TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

Sacramento, California GIVEN under my hand, in EIGHTH day of APRIL in the year of our Lord one thousand nine hundred and and of the Independence of the NINETY-SEVEN United States the two hundred and TWENTY-FIRST

By. David McIlnay Chief, Branch of Lands

California State Office

Patent Number <u>54</u>-97 ·09**59** 

**"END OF DOCUMENT"** 

RECORDED AT REQUEST OF FIRST AMERICAN TITLE CO. at 43 Min. Past 20 M 008923 1997

NOV 0 4 1997

FIRST AMERICAN TITLE 2 SALINAS STREET SALINAS, CA. 93901 70/450

Official Records
Amador County, California Recorder

THIS PAGE IS FOR RECORDING PURPOSES ONLY

**PATENT** 

(j)

(July 1987)

# The United States of America

To all to whom these presents shall come, Greetings:

Serial No. CACA 35741 FH

WHEREAS,

CAL-BLMX, INC., a California corporation,

is entitled to a land patent pursuant to Sec. 206 of the Act of October 21, 1976, as amended, 43 U.S.C. 1716, for the following described lands:

Mount Diablo Meridian, California

T. 7 N., R. 12 E., lots 6 through 9, inclusive, and sec. 28, SE¼NE¼.

Containing 87 acres.

NOW KNOW YE, that there is, therefore, granted by the United States unto CAL-BLMX, INC., a California corporation, the lands described above; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said CAL-BLMX, INC., a California corporation, and to its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

#### **SUBJECT TO:**

- 1. Those rights for 12kV electric transmission line purposes granted to Pacific Gas and Electric Company, its successors or assigns, by right-of-way No. CAS 1457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961) as to lots 7 and 8.
- 2. Those rights for sewage disposal leach line purposes granted to Paul W. Merkel, his successors or assigns, by right-of-way No. CACA 14590, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761) as to lot 6.

IN

TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

Sacramento, California GIVEN under my hand, in EIGHTH day of APRIL in the year of our Lord one thousand nine hundred and and of the Independence of the NINETY-SEVEN United States the two hundred and TWENTY-FIRST

By. David McIlnay Chief, Branch of Lands

California State Office

Patent Number <u>54</u>-97 ·09**59** 

**"END OF DOCUMENT"** 

RECORDED AT REQUEST OF FIRST AMERICAN TITLE CO. at 43 Min. Past 20 M 008923 1997

NOV 0 4 1997

FIRST AMERICAN TITLE 2 SALINAS STREET SALINAS, CA. 93901 70/450

Official Records
Amador County, California Recorder

THIS PAGE IS FOR RECORDING PURPOSES ONLY

**PATENT** 

(j)

(July 1987)

# The United States of America

To all to whom these presents shall come, Greetings:

Serial No. CACA 35741 FH

WHEREAS,

CAL-BLMX, INC., a California corporation,

is entitled to a land patent pursuant to Sec. 206 of the Act of October 21, 1976, as amended, 43 U.S.C. 1716, for the following described lands:

Mount Diablo Meridian, California

T. 7 N., R. 12 E., lots 6 through 9, inclusive, and sec. 28, SE¼NE¼.

Containing 87 acres.

NOW KNOW YE, that there is, therefore, granted by the United States unto CAL-BLMX, INC., a California corporation, the lands described above; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said CAL-BLMX, INC., a California corporation, and to its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES a right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

#### **SUBJECT TO:**

- 1. Those rights for 12kV electric transmission line purposes granted to Pacific Gas and Electric Company, its successors or assigns, by right-of-way No. CAS 1457, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961) as to lots 7 and 8.
- 2. Those rights for sewage disposal leach line purposes granted to Paul W. Merkel, his successors or assigns, by right-of-way No. CACA 14590, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761) as to lot 6.

IN

TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

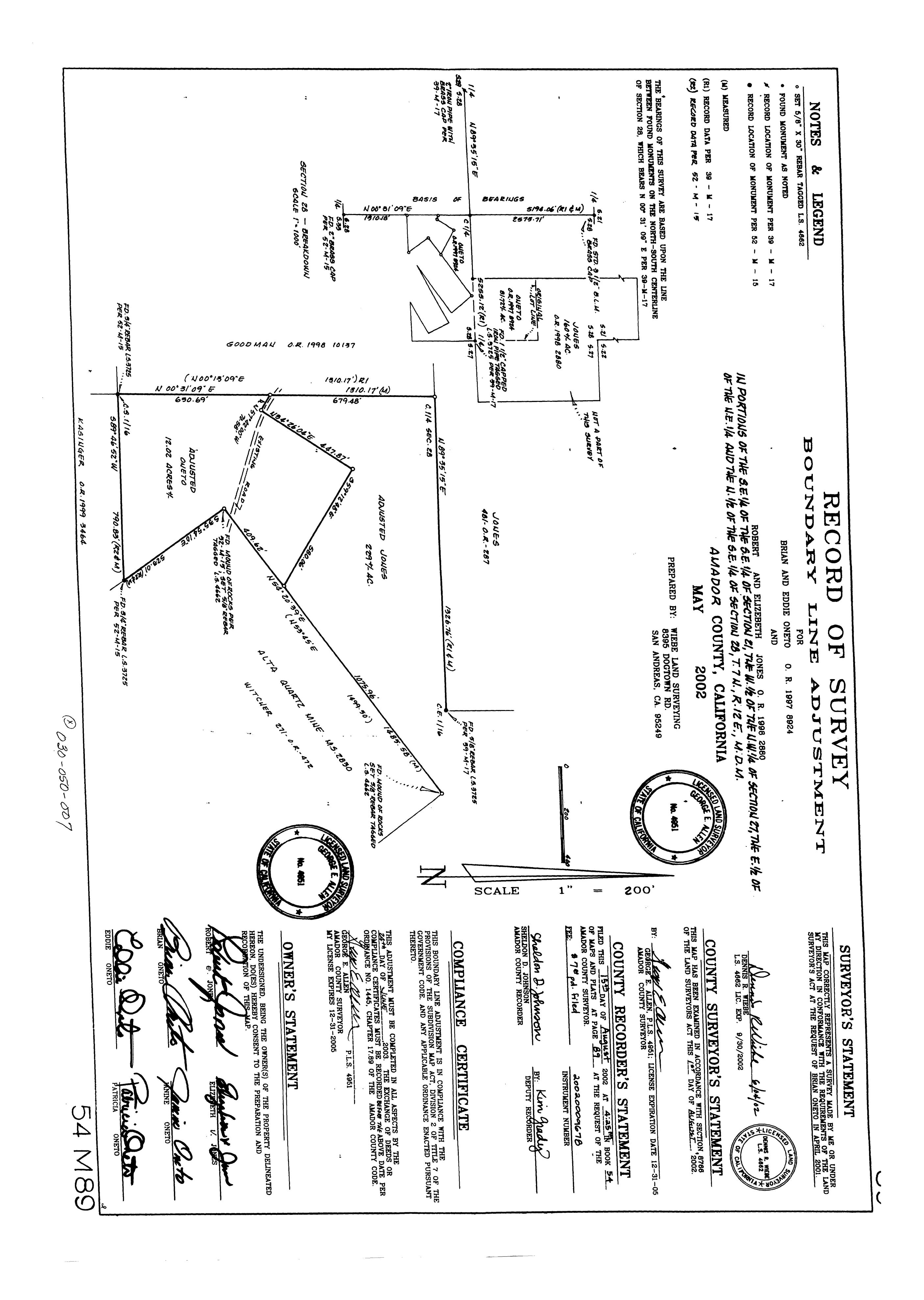
Sacramento, California GIVEN under my hand, in EIGHTH day of APRIL in the year of our Lord one thousand nine hundred and and of the Independence of the NINETY-SEVEN United States the two hundred and TWENTY-FIRST

By. David McIlnay Chief, Branch of Lands

California State Office

Patent Number <u>54</u>-97 ·09**59** 

**"END OF DOCUMENT"** 



#### **RECORDING REQUESTED BY:**

PATRICIA ONETO P.O. BOX 372 JACKSON, CA 95642

AND WHEN RECORDED MAIL TO:

PATRICIA ONETO P.O. BOX 372 JACKSON, CA 93642

	Ш		

Amador County Recorder
Sheldon D. Johnson

DOC- 2002-0013870-00

Acct 3-Western Land Title Co
Wednesday, NOV 13, 2002 11:10:00
Ttl Pd \$9.00 Nbr-000045054
TAA/R1/1-2

# **INTERSPOUSAL GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  Documentary transfer tax is \$ -0- INTERSPOUSAL TRANSFER  ( ) computed on full value of property conveyed, or ( ) computed on full value less value of liens and encumbrances remaining at time of sale. ( X ) Unincorporated area: ( ) City of
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EDDIE ONETO, husband of the Grantee herein
Hereby GRANT(S) to
PATRICIA ONETO, a married woman, as her sole and separate property
the following described real property in the unincorporated area County of Amador, State of California:
Assessor's Parcel No. 030-050-007-000
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE
Dated: November 6, 2002 EDDIE ONETO
STATE OF CALIFORNIA ) COUNTY OF Amador ) 86.
On November 6, 2002 before me,
Marsha Hamm
Notary Public in and for said County and State, personally appeared EDDIE ONETO personally known to me (or

WITNESS my hand and official scal.

which the person acted, executed the instrument.

proved to me on the basis of satisfactory evidence) to be

instrument and acknowledged to me that he executed the

same in his authorized capacity, and that by his signature

on the instrument the person, or the entity upon behalf of

the person whose name is subscribed to the within

Signature of Notary

6/26/03

Date my Commission Expires

NOTARY PUBLIC - CALIFORNIA
AMADOR COUNTY
My Comm. Expires June 26, 2003

MARSHA HAMM

COMM. #1222463

For Notary Seal or Stamp

#### EXHIBIT "A"

All that real property situated in the State of California, County of Amador, Unincorporated Area as follows:

### PARCEL 1

Government Lots 6 through 9 inclusive, and the Southeast Quarter of the Northeast Quarter, all in Section 28, Township 7 North, Range 12 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said land shown as "Adjusted Oneto" as said parcel is shown on that certain map entitled "Record of Survey – Boundary Line Adjustment for Brian and Eddie Oneto and Robert and Elizabeth Jones" filed for record August 15, 2002 in Book 54 of Maps and Plats, at Page 89, Records of Amador County.

APN:

030-050-007-000 portion

Unincorporated Area

RESERVING THEREFROM a non-exclusive easement for ingress, egress and utility purposes 40' wide on, over, under and across an existing roadway located where Mitchell Mine Road crosses Parcel 1 between the Douglas Quartz Mine Parcel and the Alta Quartz Mine Parcel.

### PARCEL 2

A non-exclusive easement for ingress, egress and utility purposes on, over, under and across a portion of the Northwest ¼ of the Southeast ¼ of Section 28, T. 7N., R 12E, M.D.M., Amador County, California, being the "Adjusted Oneto" parcel described as follows:

Beginning at a point in the centerline of the existing roadway on the Northwesterly line of the Alta Quartz Mine M.S. 2830 from which the Southwest corner of said mining claim as shown on that certain Record of Survey for Boundary Line Adjustment filed March 02, 1999, in Book 52 of Maps at Page 15, Amador County Records, bears S 54° 20' 39" W 82.68 feet distant; thence, from said point of beginning said easement shall have a uniform width of 40.00 feet, the centerline of which is described as follows:

1st N 81° 55' 00" W, for a distance of 133.90 feet.

2<sup>nd</sup> N 75° 50' 00" W, for a distance of 272.82 feet.

3<sup>rd</sup> N 57° 42' 00" W, for a distance of 175.42 feet to a point on the west boundary of said Northwest ¼ of the Southeast ¼ of Section 28 from which a ¾" rebar tagged L.S. 3725 (per 52-M-15) set to mark the center South 1/16 corner of Section 28 bears S 00° 31' 09" W, 654.23 feet distant.

NOTE: Parcel 2 herein described has not yet been created of record and is shown herein only for the purposes of conveying.

ORDER # 34882-MH

APN 030-050-007-000 (PTN)
WHEN RECORDED MAIL TO

Brian Oneto & Janine Oneto
24301 Carson Drive
Street Address Pioneer, CA 95666

City State Zip

Amador County Recorder
Sheldon D. Johnson
DOC- 2002-0013871-00

Acct 3-Western Land Title Co
Wednesday, NOV 13, 2002 11:10:00
Itl Pd \$19.00 Nbr-0000046055
TAA/R1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **Grant Deed**

Monument Preservation Fee is \$10.00					
The undersigned grantor(s) declare(s):					
Documentary transfer tax is \$ (Pursuant to Sec. 11932 I	Documentary transfer tax is \$ (Pursuant to Sec. 11932 R & T Code)				
(X) computed on full value of property conveyed, or					
( ) computed on full value less value of liens and encumbrances remaining at time of sale.					
(X) Unincorporated area: ( ) City of					
(X) Unincorporated area: ( ) City of					
	serehu acknowledged				
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Patricia Oneto, a married woman as her sole and separate property					
radificial officially at marriad woman ab fici boto a	and soparate property				
hereby GRANT(S) to Brian Oneto and Janine Oneto	, husband and wife, as Joint Tenants				
that property in Amador County, State of Californi					
* * * See "Exhibit A" attached hereto	and made a part hereof. * * *				
Mail Tax Statements to Grantee at address above					
<del></del>					
Date November 4, 2002	Patricia Oneto				
STATE OF CALIFORNIA					
COUNTY OF Amador					
On November 6, 2002 before me, the					
undersigned, a Notary Public in and for said State, personally appeared  Patricia Oneto	·				
Tucticia oneto					
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.	MARSHA HAMM				
	COMM. #1222463 E NOTARY PUBLIC - CALIFORNIA				
WITNESS by hand and official seal,	NOTARY PUBLIC - CALIFORNIA  AMADOR COUNTY				
Signature ( 1 W SN Q + Tan W)	My Comm. Expires June 26, 2003				
Marcha Harry					
Name Marsha Hamm					
(typed or printed) FTGIS-140 8/94	(This area for official notarial seal)				

#### EXHIBIT "A"

All that real property situated in the State of California, County of Amador, Unincorporated Area as follows:

### PARCEL 1

Government Lots 6 through 9 inclusive, and the Southeast Quarter of the Northeast Quarter, all in Section 28, Township 7 North, Range 12 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said land shown as "Adjusted Oneto" as said parcel is shown on that certain map entitled "Record of Survey — Boundary Line Adjustment for Brian and Eddie Oneto and Robert and Elizabeth Jones" filed for record August 15, 2002 in Book 54 of Maps and Plats, at Page 89, Records of Amador County.

APN:

030-050-007-000 portion

Unincorporated Area

RESERVING THEREFROM a non-exhibit easement for ingress, egress and utility purposes 40' wide on, over, under and across an existing roadway located where Mitchell Mine Road crosses Parcel 1 between the Douglas Quartz Mine Parcel and the Alta Quartz Mine Parcel.

#### PARCEL 2

A non-exclusive easement for ingress, egress and utility purposes on, over, under and across a portion of the Northwest ¼ of the Southeast ¼ of Section 28, T. 7N., R 12E, M.D.M., Amador County, California, being the "Adjusted Oneto" parcel described as follows:

Beginning at a point in the centerline of the existing roadway on the Northwesterly line of the Alta Quartz Mine M.S. 2830 from which the Southwest corner of said mining claim as shown on that certain Record of Survey for Boundary Line Adjustment filed March 02, 1999, in Book 52 of Maps at Page 15, Amador County Records, bears S 54° 20° 39" W 82.68 feet distant; thence, from said point of beginning said easement shall have a uniform width of 40.00 feet, the centerline of which is described as follows:

1st N 81° 55' 00" W, for a distance of 133.90 feet.

2<sup>nd</sup> N 75° 50' 00" W, for a distance of 272.82 feet.

3<sup>rd</sup> N 57° 42' 00" W, for a distance of 175.42 feet to a point on the west boundary of said Northwest ¼ of the Southeast ¼ of Section 28 from which a ¾" rebar tagged L.S. 3725 (per 52-M-15) set to mark the center South 1/16 corner of Section 28 bears S 00° 31' 09" W, 654.23 feet distant.

NOTE: Parcel 2 herein described has not yet been created of record and is shown herein only for the purposes of conveying.

RECORDING REQUESTED BY Western Land Title Company 34882-MH 030-050-007-000 (PIN) APN WHEN RECORDED MAIL TO

Name

Robert E. Jones & Elizabeth

Street Address

P.O. Box 39

City State Zip

V. Jones Volcano, CA 95689

Amador County Recorder Sheldon D. Johnson

DOC- 2002-0013872-00

Acct 3-Western Land Title Co Wednesday, NOV 13, 2002 11:10:00 Ttl Pd \$19.00 Nbr-0000046056 TAA/R1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **Grant Deed**

Monument Preservation Fee is \$10.00  The undersigned grantor(s) declare(s):  Documentary transfer tax is \$ (Pursuant to Sec. 11932 R & T Code)  ( X) computed on full value of property conveyed, or  ( ) computed on full value less value of liens and encumbrances remaining at time of sale.  ( X) Unincorporated area: ( ) City of  ( ) Realty not sold.  FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  Brian Oneto and Janine Oneto, husband and wife					
hereby GRANT(S) to Robert E. Jones and Elizabeth V. Jones , husband and wife as Joint Tenants					
that property in Amador County, State of California, described as:					
* * * See "Exhibit A" attached hereto	and made a part hereof. * * *				
Mail Tax Statements to Grantee at address above					
Date November 4, 2002	Dian Miles Brian Oneto				
STATE OF CALIFORNIA  COUNTY OF Amador	Janine Oneto				
On November 5, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Oneto & Janine Oneto					
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	MARSHA HAMM COMM. #1222463 NOTARY PUBLIC - CALIFORNIA AMADOR COUNTY My Comm. Expires June 26, 2003				
Name Marsha Hamm (typed or printed) FTGIS-140 8/94	(This area for official notarial seal)				

### **EXHIBIT "A"**

All that real property situated in the State of California, County of Amador, Unincorporated Area as follows:

### PARCEL 1

Government Lots 6 through 9 inclusive, and the Southeast Quarter of the Northeast Quarter, all in Section 28, Township 7 North, Range 12 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said land shown as "Adjusted Oneto" as said parcel is shown on that certain map entitled "Record of Survey — Boundary Line Adjustment for Brian and Eddie Oneto and Robert and Elizabeth Jones" filed for record August 15, 2002 in Book 54 of Maps and Plats, at Page 89, Records of Amador County.

APN :

030-050-007-000 portion Unincorporated Area

RESERVING THEREFROM a non-exhibit easement for ingress, egress and utility purposes 40' wide on, over, under and across an existing roadway located where Mitchell Mine Road crosses Parcel 1 between the Douglas Quartz Mine Parcel and the Alta Quartz Mine Parcel.

### PARCEL 2

A non-exclusive easement for ingress, egress and utility purposes on, over, under and across a portion of the Northwest ¼ of the Southeast ¼ of Section 28, T. 7N., R 12E, M.D.M., Amador County, California, being the "Adjusted Oneto" parcel described as follows:

Beginning at a point in the centerline of the existing roadway on the Northwesterly line of the Alta Quartz Mine M.S. 2830 from which the Southwest corner of said mining claim as shown on that certain Record of Survey for Boundary Line Adjustment filed March 02, 1999, in Book 52 of Maps at Page 15, Amador County Records, bears S 54° 20° 39" W 82.68 feet distant; thence, from said point of beginning said easement shall have a uniform width of 40.00 feet, the centerline of which is described as follows:

1<sup>st</sup> N 81° 55' 00" W, for a distance of 133.90 feet.

2<sup>nd</sup> N 75° 50' 00" W, for a distance of 272.82 feet.

3<sup>rd</sup> N 57° 42' 00" W, for a distance of 175.42 feet to a point on the west boundary of said Northwest ¼ of the Southeast ¼ of Section 28 from which a ¾" rebar tagged L.S. 3725 (per 52-M-15) set to mark the center South 1/16 corner of Section 28 bears S 00° 31' 09" W, 654.23 feet distant.

NOTE: Parcel 2 herein described has not yet been created of record and is shown herein only for the purposes of conveying.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY Land Services Office PO Box 930 Stockton, Ca. 95201

Location: City/Onino Amador

Recording Fee 418.00

Document Transfer Tax \$ None

[] This is a conveyance where the consideration and value is less than \$100.00 (R&T 11911).

[] Computed on Full Value of Property Conveyed, or

[ ] Computed on Full Value Less Liens & Encumbrances

Remaining at Time of Sale.

Faul destruction of GAE

Signature of declarant or agent determining tax

Amador County Recorder
Sheldon D. Johnson
DOC— 2006—0008363—00
Check Number 0945076
Wednesday, JUL 19, 2006 15:13:09
Ttl Pd \$18.00 Nbr-0000131429

SDJ/R1/1-5

(SPACE ABOVE FOR RECORDER'S USE ONLY)

2107-12-0657

EASEMENT

ROBERT E. JONES and ELIZABETH V. JONES, husband and wife,

Hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and Volcano Telephone Co., a California corporation and Volcano Vision Inc., a California corporation hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of first party situate in the County of Amador, State of California, described as follows:

APN - 030-050-061

The parcel of land situate in the northeast quarter of the southeast quarter of Section 28, Township 7 North, Range 12 East, M.D.B.& M. described in the deed from Brian Oneto and Janine Oneto to Robert E. Jones and Elizabeth V. Jones dated November 4, 2002 and recorded as Document Number 2002-0013872, Amador County Records.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary for the distribution of electric energy and communication purposes located within the strip of land of the uniform width of 30 feet lying 15 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon second party's Drawing Number L-7-12-28 attached hereto and made a part hereof.

First party further grants to second party the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip and shall have the further right from time to trim and to cut down and clear away any and all trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, provided, however, that all trees which second party is hereby

authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops and brush shall be burned or removed by second party.

First party further grants to second party the right to install, replace, maintain and use anchors with appurtenant guy wires, which will extend outside of said strip of land, at locations second party shall from time to time deem necessary

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip or along said route including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730(c) of the Business and Professions Code.

First party shall not erect or construct any building or other structure or drill or operate any well (under or within said easement strip.

First party acknowledges that they have read the attached Grant of Easement Disclosure Statement, which by this reference, is made part of this Grant of Easement Deed.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

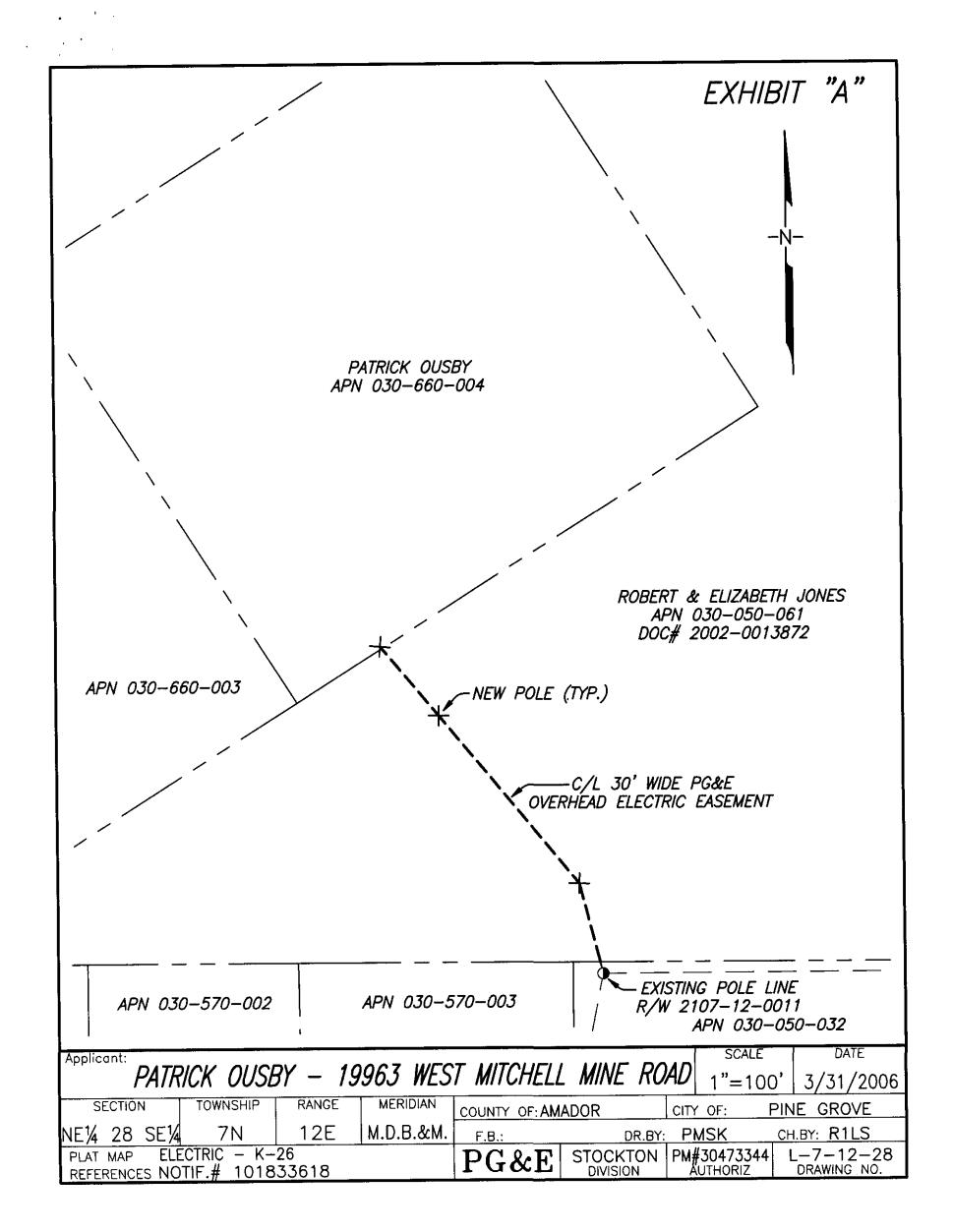
Dated 5/08 , 2006

Robert E. Jones

Elizabeth V. Jones

AREA 5 STOCKTON LAND SERVICES DISTRIBUTION M.D.B.&M., T.7N.,R.12E., SEC.28, NE ¼ OF SE ¼ FERC LICENSE # - N/A DWG.NO. - L-7-12-28 LD AFFECTED DOCUMENTS - N/A LD CROSS-REFERENCED DOCUMENTS -2107-12-0011 TYPE OF INTEREST - 3 SBE PARCEL# - N/A PM# 30473344 JCN: N/A AMADOR COUNTY PLAT MAP - ELECTRIC - K-26 PREPARED BY: PMSK CHECKED BY: R1LS REVISION NUMBER - N/A

***********	***************
State of California County of Amador	
title of the officer), personally appeared me (or proved to me on the basis of subscribed to the within instrument a his/her/their authorized capacity(ies)	Notary Public Paymond J. Perry Jr., Notary Pul(here insert name and edRobert E. Jones & Elizabeth V Jopersonally known to satisfactory evidence) to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.  Notary's Signature  Witness my hand and official seal.	RAYMOND J. PERRY JR. Commission # 1541354 Notary Public - California Amador County My Comm. Expires Jan 3, 2009
CAPACITY CLAIMED BY SIGNER:	(xx) Individual(s) signing for oneself/themselves ( ) Corporate Officer(s) of the above named corporation ( ) Guardian of the above named individual(s) ( ) Partner(s) of the above named partnership(s) ( ) Attorney(s)-in-Fact of the above named principal(s) ( ) Trustee(s) of the above named trust(s) ( ) Other
***********	***************



### Pacific Gas and Electric Company

## EXHIBIT "B"

# GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in understanding your rights as a property owner when granting an easement to PG&E to accommodate your neighbor's new utility service extension. Please read this disclosure carefully before signing the Grant of Easement.

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project, pursuant to the Line Extension Rules 15 and 16, as authorized by the California Public Utilities Commission. As this is an accommodation to a single customer or group of customers and not PG&E, the California Public Utilities Commission has not authorized PG&E to purchase such easements.
- By granting this easement to PG&E, the facilities installed within the easement across your property may be used to serve additional customers in the area.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement.
- The description of the location in which the PG&E utility facilities are to be installed upon, in, on, or across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized that the installation of certain utility facilities for utility service may be performed by the applicant. In addition to granting this easement to PG&E, you will need to give your consent to the applicant, or applicant's contractor, working on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are granting the easement to PG&E of your own free will. Please return the signed and notarized Grant of Easement and this Disclosure Statement to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.