

NORMAN LN

INDIAN RANCHERIA RD

APN
040-300-015-000

APN
040-310-006-000

KIDDER CT

GRANDVIEW DR



SAWK DR

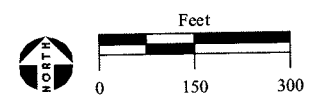
INDIAN HILL RD

AUBURN FOLSOM RD

LANTERN VIEW DR

LEGEND

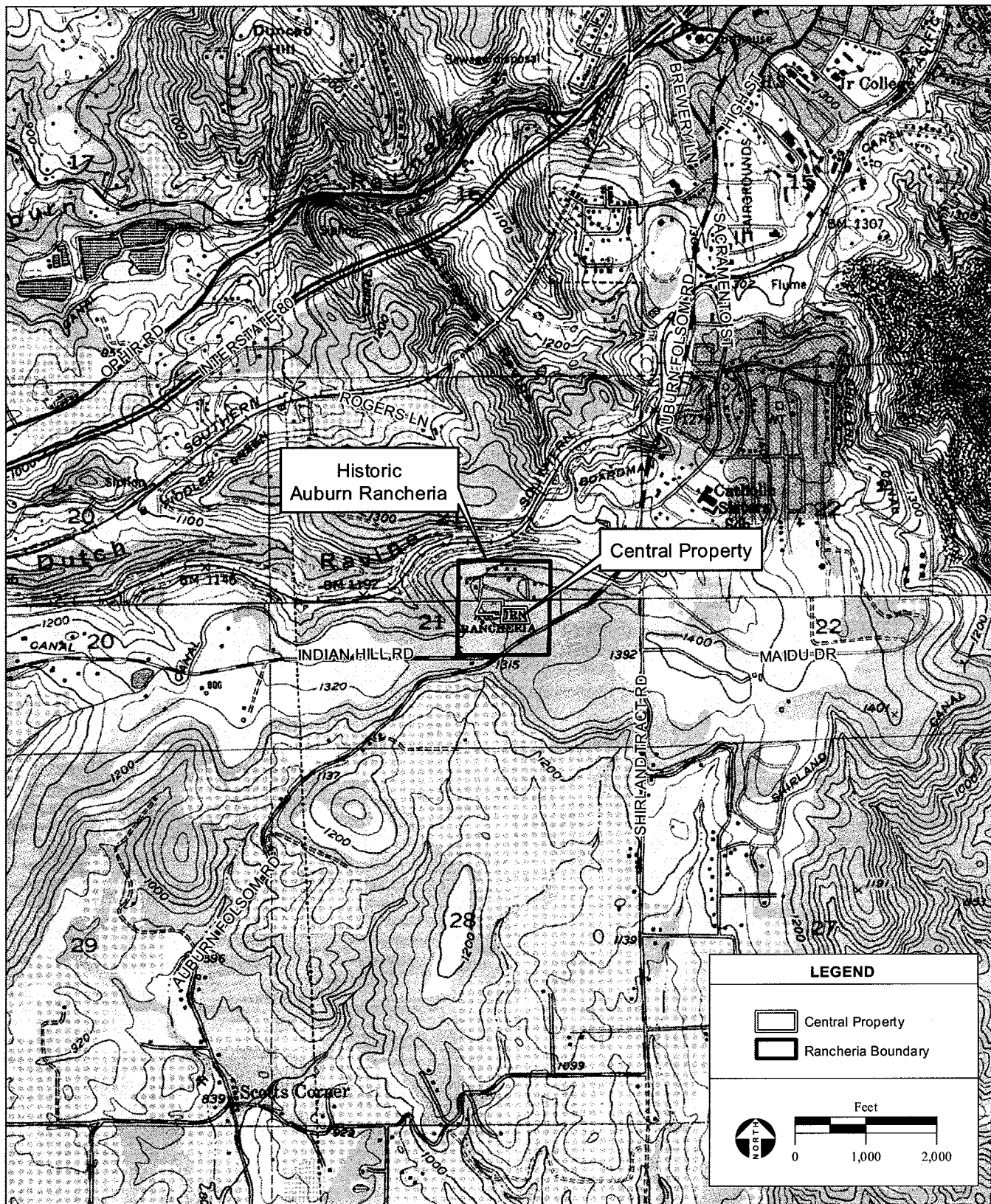
-  Central Property
-  Historic Auburn Rancheria



SOURCE: USDA FSA Aerial Photograph, 7/3/2009

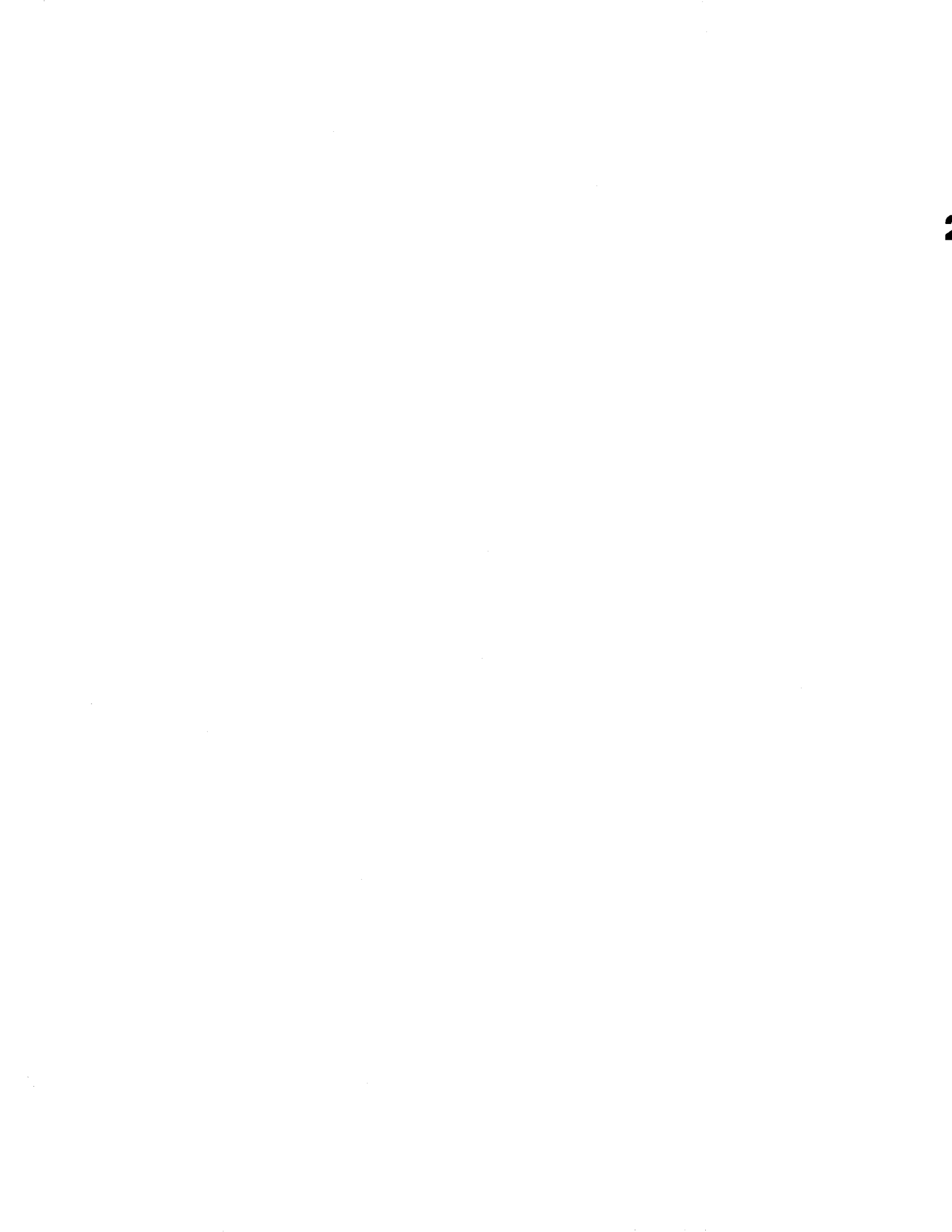
UAIC Rancheria Central Property Fee-To-Trust Application ■

Figure 1-B
Aerial Photograph



SOURCE: "Auburn, CA" & "Pilot Hill, CA" USGS 7.5 Minute Topographic Quadrangles, Section 21, T12N, R8E, Mt. Diablo Baseline & Meridian

Figure 1-A
Site and Vicinity



103^D CONGRESS
2^D SESSION

H. R. 4228

IN THE SENATE OF THE UNITED STATES

JULY 26 (legislative day, JULY 20), 1994

Received; read twice and referred to the Committee on Indian Affairs

AN ACT

To extend Federal recognition to the United Auburn Indian
Community of the Auburn Rancheria of California.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the "Auburn Indian Res-
5 toration Act".

1 **SEC. 2. RESTORATION OF FEDERAL RECOGNITION, RIGHTS,**
2 **AND PRIVILEGES.**

3 (a) FEDERAL RECOGNITION.—Notwithstanding any
4 other provision of law, Federal recognition is hereby ex-
5 tended to the Tribe. Except as otherwise provided in this
6 Act, all laws and regulations of general application to Indi-
7 ans or nations, tribes, or bands of Indians that are not
8 inconsistent with any specific provision of this Act shall
9 be applicable to the Tribe and its members.

10 (b) RESTORATION OF RIGHTS AND PRIVILEGES.—
11 Except as provided in subsection (d), all rights and privi-
12 leges of the Tribe and its members under any Federal
13 treaty, Executive order, agreement, or statute, or under
14 any other authority which were diminished or lost under
15 the Act of August 18, 1958 (Public Law 85-671), are
16 hereby restored and the provisions of such Act shall be
17 inapplicable to the Tribe and its members after the date
18 of enactment of this Act.

19 (c) FEDERAL SERVICES AND BENEFITS.—Notwith-
20 standing any other provision of law and without regard
21 to the existence of a reservation, the Tribe and its mem-
22 bers shall be eligible, on and after the date of enactment
23 of this Act, for all Federal services and benefits furnished
24 to federally recognized Indian tribes or their members. In
25 the case of Federal services available to members of feder-
26 ally recognized Indian tribes residing on a reservation,

1 members of the Tribe residing in the Tribe's service area
2 shall be deemed to be residing on a reservation.

3 (d) HUNTING, FISHING, TRAPPING, AND WATER
4 RIGHTS.—Nothing in this Act shall expand, reduce, or af-
5 fect in any manner any hunting, fishing, trapping, gather-
6 ing, or water right of the Tribe and its members.

7 (e) INDIAN REORGANIZATION ACT APPLICABILITY.—
8 The Act of June 18, 1934 (25 U.S.C. 461 et seq.), shall
9 be applicable to the Tribe and its members.

10 (f) CERTAIN RIGHTS NOT ALTERED.—Except as spe-
11 cifically provided in this Act, nothing in this Act shall alter
12 any property right or obligation, any contractual right or
13 obligation, or any obligation for taxes levied.

14 **SEC. 3. ECONOMIC DEVELOPMENT.**

15 (a) PLAN FOR ECONOMIC DEVELOPMENT.—The Sec-
16 retary shall—

17 (1) enter into negotiations with the governing
18 body of the Tribe with respect to establishing a plan
19 for economic development for the Tribe;

20 (2) in accordance with this section and not later
21 than 2 years after the adoption of a tribal constitu-
22 tion as provided in section 7, develop such a plan;
23 and

1 (3) upon the approval of such plan by the gov-
2 erning body of the Tribe, submit such plan to the
3 Congress.

4 (b) RESTRICTIONS.—Any proposed transfer of real
5 property contained in the plan developed by the Secretary
6 under subsection (a) shall be consistent with the require-
7 ments of section 4.

8 **SEC. 4. TRANSFER OF LAND TO BE HELD IN TRUST.**

9 (a) LANDS TO BE TAKEN IN TRUST.—The Secretary
10 shall accept any real property located in Placer County,
11 California, for the benefit of the Tribe if conveyed or oth-
12 erwise transferred to the Secretary if, at the time of such
13 conveyance or transfer, there are no adverse legal claims
14 on such property, including outstanding liens, mortgages,
15 or taxes owed. The Secretary may accept any additional
16 acreage in the Tribe's service area pursuant to the author-
17 ity of the Secretary under the Act of June 18, 1934 (25
18 U.S.C. 461 et seq.).

19 (b) FORMER TRUST LANDS OF THE AUBURN
20 RANCHERIA.—Subject to the conditions specified in this
21 section, real property eligible for trust status under this
22 section shall include fee land held by the White Oak Ridge
23 Association, Indian owned fee land held communally pur-
24 suant to the distribution plan prepared and approved by
25 the Bureau of Indian Affairs on August 13, 1959, and

1 Indian owned fee land held by persons listed as
2 distributees or dependent members in such distribution
3 plan or such distributees' or dependent members' Indian
4 heirs or successors in interest.

5 (c) LANDS TO BE PART OF THE RESERVATION.—
6 Subject to the conditions imposed by this section, any real
7 property conveyed or transferred under this section shall
8 be taken in the name of the United States in trust for
9 the Tribe or, as applicable, an individual member of the
10 Tribe, and shall be part of the Tribe's reservation.

11 **SEC. 5. MEMBERSHIP ROLLS.**

12 (a) COMPILATION OF TRIBAL MEMBERSHIP ROLL.—
13 Within 1 year after the date of the enactment of this Act,
14 the Secretary shall, after consultation with the Tribe, com-
15 pile a membership roll of the Tribe.

16 (b) CRITERIA FOR ENROLLMENTS.—(1) Until a trib-
17 al constitution is adopted pursuant to section 7, an indi-
18 vidual shall be placed on the membership roll if the indi-
19 vidual is living, is not an enrolled member of another fed-
20 erally recognized Indian tribe, is of United Auburn Indian
21 Community ancestry, possesses at least one-eighth or
22 more of Indian blood quantum, and if—

23 (A) the individual's name was listed on the Au-
24 burn Indian Rancheria distribution roll compiled and

1 approved by the Bureau of Indian Affairs on August
2 13, 1959, pursuant to Public Law 85-671;

3 (B) the individual was not listed on, but met
4 the requirements that had to be met to be listed on,
5 the Auburn Indian Rancheria distribution list com-
6 piled and approved by the Bureau of Indian Affairs
7 on August 13, 1959, pursuant to Public Law 85-
8 671; or

9 (C) the individual is a lineal descendant of an
10 individual, living or dead, identified in subparagraph
11 (A) or (B).

12 (2) After adoption of a tribal constitution pursuant
13 to section 7, such tribal constitution shall govern member-
14 ship in the Tribe, except that in addition to meeting any
15 other criteria imposed in such tribal constitution, any per-
16 son added to the membership roll shall be of United Au-
17 burn Indian Community ancestry and shall not be an en-
18 rolled member of another federally recognized Indian
19 tribe.

20 (c) CONCLUSIVE PROOF OF UNITED AUBURN INDIAN
21 COMMUNITY ANCESTRY.—For the purpose of subsection
22 (b), the Secretary shall accept any available evidence es-
23 tablishing United Auburn Indian Community ancestry.
24 The Secretary shall accept as conclusive evidence of Unit-
25 ed Auburn Indian Community ancestry information con-

1 tained in the Auburn Indian Rancheria distribution list
2 compiled by the Bureau of Indian Affairs on August 13,
3 1959.

4 **SEC. 6. INTERIM GOVERNMENT.**

5 Until a new tribal constitution and bylaws are adopt-
6 ed and become effective under section 7, the Tribe's gov-
7 erning body shall be an Interim Council. The initial mem-
8 bership of the Interim Council shall consist of the mem-
9 bers of the Executive Council of the Tribe on the date
10 of the enactment of this Act, and the Interim Council shall
11 continue to operate in the manner prescribed for the Exec-
12 utive Council under the tribal constitution adopted July
13 20, 1991, as long as such constitution is not contrary to
14 Federal law. Any new members filling vacancies on the
15 Interim council shall meet the enrollment criteria set forth
16 in section 5(b) and be elected in the same manner as are
17 Executive Council members under the tribal constitution
18 adopted July 20, 1991.

19 **SEC. 7. TRIBAL CONSTITUTION.**

20 (a) ELECTION; TIME AND PROCEDURE.—Upon the
21 completion of the tribal membership roll under section
22 5(a) and upon the written request of the Interim Council,
23 the Secretary shall conduct, by secret ballot, an election
24 for the purpose of adopting a constitution and bylaws for
25 the Tribe. The election shall be held according to section

1 16 of the Act of June 18, 1934 (25 U.S.C. 476), except
2 that absentee balloting shall be permitted regardless of
3 voter residence.

4 (b) ELECTION OF TRIBAL OFFICIALS; PROCE-
5 DURES.—Not later than 120 days after the Tribe adopts
6 a constitution and bylaws under subsection (a), the Sec-
7 retary shall conduct an election by secret ballot for the
8 purpose of electing tribal officials as provided in such trib-
9 al constitution. Such election shall be conducted according
10 to the procedures specified in subsection (a) except to the
11 extent that such procedures conflict with the tribal con-
12 stitution.

13 **SEC. 8. DEFINITIONS.**

14 For purposes of this Act:

15 (1) The term “Tribe” means the United Au-
16 burn Indian Community of the Auburn Rancheria of
17 California.

18 (2) The term “Secretary” means the Secretary
19 of the Interior.

20 (3) The term “Interim Council” means the gov-
21 erning body of the Tribe specified in section 6.

22 (4) The term “member” means those persons
23 meeting the enrollment criteria under section 5(b).

24 (5) The term “State” means the State of Cali-
25 fornia.

1 (6) The term “reservation” means those lands
2 acquired and held in trust by the Secretary for the
3 benefit of the Tribe pursuant to section 4.

4 (7) The term “service area” means the counties
5 of Placer, Nevada, Yuba, Sutter, El Dorado, and
6 Sacramento, in the State of California.

7 **SEC. 9. REGULATIONS.**

8 The Secretary may promulgate such regulations as
9 may be necessary to carry out the provisions of this Act.

 Passed the House of Representatives July 25, 1994.

Attest: DONNALD K. ANDERSON,

Clerk.

habitat for the endangered red-cockaded woodpecker and associated wildlife species of concern. Prescribed burning and timber thinning are used to ensure that quality pine habitat is maintained for red-cockaded woodpeckers, neotropical migratory songbirds, and other native wildlife. Hardwood stands provide excellent habitat for neotropical migratory songbirds, turkeys, squirrels, and other woodland wildlife. Open fields, maintained by burning and mowing, provide feeding and nesting areas for many species of birds and mammals. Numerous clear-flowing creeks and beaver ponds provide wetlands for waterfowl and other wildlife.

Public Availability of Comments

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: This notice is published under the authority of the National Wildlife Refuge System Improvement Act of 1997, Public Law 105-57.

Dated: February 8, 2008.

Cynthia K. Dohner,
Acting Regional Director.

[FR Doc. E8-7000 Filed 4-3-08; 8:45 am]

BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 562 tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. The list is updated from the notice published on March 22, 2007 (72 FR 13648).

FOR FURTHER INFORMATION CONTACT: Daisy West, Bureau of Indian Affairs, Division of Tribal Government Services, Mail Stop 4513-MIB, 1849 C Street, NW., Washington, DC 20240. Telephone number: (202) 513-7641.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to Section 104 of the Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792), and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is a list of federally acknowledged tribes in the contiguous 48 states and in Alaska.

One tribe became recognized since the last publication. The Mashpee Wampanoag Tribe was acknowledged under 25 CFR part 83. The final determination for Federal acknowledgment became effective on May 23, 2007. The list also contains several tribal name changes and corrections. To aid in identifying tribal name changes, the tribe's former name is included with the new tribal name. To aid in identifying corrections, the tribe's previously listed name is included with the tribal name. We will continue to list the tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations, and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: March 25, 2008.

Carl J. Artman,
Assistant Secretary—Indian Affairs.

Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

Absentee-Shawnee Tribe of Indians of Oklahoma
 Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
 Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
 Alabama-Coushatta Tribes of Texas
 Alabama-Quassarte Tribal Town, Oklahoma
 Alturas Indian Rancheria, California
 Apache Tribe of Oklahoma
 Arapahoe Tribe of the Wind River Reservation, Wyoming
 Aroostook Band of Micmac Indians of Maine
 Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
 Augustine Band of Cahuilla Indians, California (formerly the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
 Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
 Bay Mills Indian Community, Michigan
 Bear River Band of the Rohnerville Rancheria, California
 Berry Creek Rancheria of Maidu Indians of California
 Big Lagoon Rancheria, California
 Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California
 Big Sandy Rancheria of Mono Indians of California
 Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
 Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
 Blue Lake Rancheria, California
 Bridgeport Paiute Indian Colony of California
 Buena Vista Rancheria of Me-Wuk Indians of California
 Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon
 Cabazon Band of Mission Indians, California
 Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
 Caddo Nation of Oklahoma
 Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
 Cahto Indian Tribe of the Laytonville Rancheria, California
 California Valley Miwok Tribe, California (formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)
 Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
 Capitan Grande Band of Diegueno Mission Indians of California:
 Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California
 Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California
 Catawba Indian Nation (aka Catawba Tribe of South Carolina)
 Cayuga Nation of New York
 Cedarville Rancheria, California
 Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
 Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
 Cherokee Nation, Oklahoma
 Cheyenne and Arapaho Tribes, Oklahoma (formerly the Cheyenne-Arapaho Tribes of Oklahoma)
 Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota

- Chickasaw Nation, Oklahoma
 Chicken Ranch Rancheria of Me-Wuk Indians of California
 Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana
 Chitimacha Tribe of Louisiana
 Choctaw Nation of Oklahoma
 Citizen Potawatomi Nation, Oklahoma
 Cloverdale Rancheria of Pomo Indians of California
 Cocopah Tribe of Arizona
 Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho
 Cold Springs Rancheria of Mono Indians of California
 Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
 Comanche Nation, Oklahoma
 Confederated Salish & Kootenai Tribes of the Flathead Reservation, Montana
 Confederated Tribes of the Chehalis Reservation, Washington
 Confederated Tribes of the Colville Reservation, Washington
 Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians of Oregon
 Confederated Tribes of the Goshute Reservation, Nevada and Utah
 Confederated Tribes of the Grand Ronde Community of Oregon
 Confederated Tribes of the Siletz Reservation, Oregon
 Confederated Tribes of the Umatilla Reservation, Oregon
 Confederated Tribes of the Warm Springs Reservation of Oregon
 Confederated Tribes and Bands of the Yakama Nation, Washington
 Coquille Tribe of Oregon
 Cortina Indian Rancheria of Wintun Indians of California
 Couthatta Tribe of Louisiana
 Cow Creek Band of Umpqua Indians of Oregon
 Cowlitz Indian Tribe, Washington
 Coyote Valley Band of Pomo Indians of California
 Crow Tribe of Montana
 Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota
 Death Valley Timbi-Sha Shoshone Band of California
 Delaware Nation, Oklahoma
 Dry Creek Rancheria of Pomo Indians of California
 Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
 Eastern Band of Cherokee Indians of North Carolina
 Eastern Shawnee Tribe of Oklahoma
 Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
 Elk Valley Rancheria, California
 Ely Shoshone Tribe of Nevada
 Enterprise Rancheria of Maidu Indians of California
 Ewiiapaayp Band of Kumeyaay Indians, California
 Federated Indians of Graton Rancheria, California
 Flandreau Santee Sioux Tribe of South Dakota
 Forest County Potawatomi Community, Wisconsin
 Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
 Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
 Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
 Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
 Fort McDowell Yavapai Nation, Arizona
 Fort Mojave Indian Tribe of Arizona, California & Nevada
 Fort Sill Apache Tribe of Oklahoma
 Gila River Indian Community of the Gila River Indian Reservation, Arizona
 Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
 Greenville Rancheria of Maidu Indians of California
 Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
 Guidville Rancheria of California
 Habematolel Pomo of Upper Lake, California (formerly the Upper Lake Band of Pomo Indians of Upper Lake Rancheria of California)
 Hannahville Indian Community, Michigan
 Havasupai Tribe of the Havasupai Reservation, Arizona
 Ho-Chunk Nation of Wisconsin
 Hoh Indian Tribe of the Hoh Indian Reservation, Washington
 Hoopa Valley Tribe, California
 Hopi Tribe of Arizona
 Hopland Band of Pomo Indians of the Hopland Rancheria, California
 Houlton Band of Maliseet Indians of Maine
 Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
 Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
 Ione Band of Miwok Indians of California
 Iowa Tribe of Kansas and Nebraska
 Iowa Tribe of Oklahoma
 Jackson Rancheria of Me-Wuk Indians of California
 Jamestown S'Klallam Tribe of Washington
 Jamul Indian Village of California
 Jena Band of Choctaw Indians, Louisiana
 Jicarilla Apache Nation, New Mexico
 Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
 Kalispel Indian Community of the Kalispel Reservation, Washington
 Karuk Tribe of California
 Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
 Kaw Nation, Oklahoma
 Keweenaw Bay Indian Community, Michigan
 Kialegee Tribal Town, Oklahoma
 Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
 Kickapoo Tribe of Oklahoma
 Kickapoo Traditional Tribe of Texas
 Kiowa Indian Tribe of Oklahoma
 Klamath Tribes, Oregon (formerly the Klamath Indian Tribe of Oregon)
 Kootenai Tribe of Idaho
 La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation, California
 La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
 Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
 Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
 Lac Vieux Desert Band of Lake Superior Chippewa Indians, Michigan
 Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
 Little River Band of Ottawa Indians, Michigan
 Little Traverse Bay Bands of Odawa Indians, Michigan
 Lower Lake Rancheria, California
 Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation, California
 Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
 Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
 Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington
 Lower Sioux Indian Community in the State of Minnesota
 Lummi Tribe of the Lummi Reservation, Washington
 Lytton Rancheria of California
 Makah Indian Tribe of the Makah Indian Reservation, Washington
 Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California
 Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
 Mashantucket Pequot Tribe of Connecticut
 Mashpee Wampanoag Tribe, Massachusetts
 Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan
 Mechoopda Indian Tribe of Chico Rancheria, California

- Menominee Indian Tribe of Wisconsin
Mesa Grande Band of Diegueno Mission
Indians of the Mesa Grande
Reservation, California
Mescalero Apache Tribe of the
Mescalero Reservation, New Mexico
Miami Tribe of Oklahoma
Miccosukee Tribe of Indians of Florida
Middletown Rancheria of Pomo Indians
of California
Minnesota Chippewa Tribe, Minnesota
(Six component reservations:
Bois Forte Band (Nett Lake); Fond du
Lac Band; Grand Portage Band;
Leech Lake Band; Mille Lacs Band;
White Earth Band)
Mississippi Band of Choctaw Indians,
Mississippi
Moapa Band of Paiute Indians of the
Moapa River Indian Reservation,
Nevada
Modoc Tribe of Oklahoma
Mohegan Indian Tribe of Connecticut
Mooretown Rancheria of Maidu Indians
of California
Morongo Band of Cahuilla Mission
Indians of the Morongo Reservation,
California
Muckleshoot Indian Tribe of the
Muckleshoot Reservation,
Washington
Muscogee (Creek) Nation, Oklahoma
Narragansett Indian Tribe of Rhode
Island
Navajo Nation, Arizona, New Mexico &
Utah
Nez Perce Tribe, Idaho (previously
listed as Nez Perce Tribe of Idaho)
Nisqually Indian Tribe of the Nisqually
Reservation, Washington
Nooksack Indian Tribe of Washington
Northern Cheyenne Tribe of the
Northern Cheyenne Indian
Reservation, Montana
Northfork Rancheria of Mono Indians of
California
Northwestern Band of Shoshoni Nation
of Utah (Washakie)
Nottawaseppi Huron Band of the
Potawatomi, Michigan (formerly the
Huron Potawatomi, Inc.)
Oglala Sioux Tribe of the Pine Ridge
Reservation, South Dakota
Ohkay Owingeh, New Mexico (formerly
the Pueblo of San Juan)
Omaha Tribe of Nebraska
Oneida Nation of New York
Oneida Tribe of Indians of Wisconsin
Onondaga Nation of New York
Osage Nation, Oklahoma (formerly the
Osage Tribe)
Ottawa Tribe of Oklahoma
Otoe-Missouria Tribe of Indians,
Oklahoma
Paiute Indian Tribe of Utah (Cedar City
Band of Paiutes, Kanosh Band of
Paiutes, Koosharem Band of
Paiutes, Indian Peaks Band of
Paiutes, and Shivwits Band of
Paiutes)
Paiute-Shoshone Indians of the Bishop
Community of the Bishop Colony,
California
Paiute-Shoshone Tribe of the Fallon
Reservation and Colony, Nevada
Paiute-Shoshone Indians of the Lone
Pine Community of the Lone Pine
Reservation, California
Pala Band of Luiseno Mission Indians of
the Pala Reservation, California
Pascua Yaqui Tribe of Arizona
Paskenta Band of Nomlaki Indians of
California
Passamaquoddy Tribe of Maine
Pauma Band of Luiseno Mission Indians
of the Pauma & Yuima Reservation,
California
Pawnee Nation of Oklahoma
Pechanga Band of Luiseno Mission
Indians of the Pechanga
Reservation, California
Penobscot Tribe of Maine
Peoria Tribe of Indians of Oklahoma
Picayune Rancheria of Chukchansi
Indians of California
Pinoleville Pomo Nation, California
(formerly the Pinoleville Rancheria
of Pomo Indians of California)
Pit River Tribe, California (includes XL
Ranch, Big Bend, Likely, Lookout,
Montgomery Creek and Roaring
Creek Rancherias)
Poarch Band of Creek Indians of
Alabama
Pokagon Band of Potawatomi Indians,
Michigan and Indiana
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Port Gamble Indian Community of the
Port Gamble Reservation,
Washington
Potter Valley Tribe, California (formerly
the Potter Valley Rancheria of Pomo
Indians of California)
Prairie Band of Potawatomi Nation,
Kansas
Prairie Island Indian Community in the
State of Minnesota
Pueblo of Acoma, New Mexico
Pueblo of Cochiti, New Mexico
Pueblo of Jemez, New Mexico
Pueblo of Isleta, New Mexico
Pueblo of Laguna, New Mexico
Pueblo of Nambe, New Mexico
Pueblo of Picuris, New Mexico
Pueblo of Pojoaque, New Mexico
Pueblo of San Felipe, New Mexico
Pueblo of San Ildefonso, New Mexico
Pueblo of Sandia, New Mexico
Pueblo of Santa Ana, New Mexico
Pueblo of Santa Clara, New Mexico
Pueblo of Santo Domingo, New Mexico
Pueblo of Taos, New Mexico
Pueblo of Tesuque, New Mexico
Pueblo of Zia, New Mexico
Puyallup Tribe of the Puyallup
Reservation, Washington
Pyramid Lake Paiute Tribe of the
Pyramid Lake Reservation, Nevada
Quapaw Tribe of Indians, Oklahoma
Quartz Valley Indian Community of the
Quartz Valley Reservation of
California
Quechan Tribe of the Fort Yuma Indian
Reservation, California & Arizona
Quileute Tribe of the Quileute
Reservation, Washington
Quinault Tribe of the Quinault
Reservation, Washington
Ramona Band or Village of Cahuilla
Mission Indians of California
Red Cliff Band of Lake Superior
Chippewa Indians of Wisconsin
Red Lake Band of Chippewa Indians,
Minnesota
Redding Rancheria, California
Redwood Valley Rancheria of Pomo
Indians of California
Reno-Sparks Indian Colony, Nevada
Resighini Rancheria, California
Rincon Band of Luiseno Mission
Indians of the Rincon Reservation,
California
Robinson Rancheria of Pomo Indians of
California
Rosebud Sioux Tribe of the Rosebud
Indian Reservation, South Dakota
Round Valley Indian Tribes of the
Round Valley Reservation,
California
Rumsey Indian Rancheria of Wintun
Indians of California
Sac & Fox Tribe of the Mississippi in
Iowa
Sac & Fox Nation of Missouri in Kansas
and Nebraska
Sac & Fox Nation, Oklahoma
Saginaw Chippewa Indian Tribe of
Michigan
St. Croix Chippewa Indians of
Wisconsin
Saint Regis Mohawk Tribe, New York
(formerly the St. Regis Band of
Mohawk Indians of New York)
Salt River Pima-Maricopa Indian
Community of the Salt River
Reservation, Arizona
Samish Indian Tribe, Washington
San Carlos Apache Tribe of the San
Carlos Reservation, Arizona
San Juan Southern Paiute Tribe of
Arizona
San Manual Band of Serrano Mission
Indians of the San Manual
Reservation, California
San Pasqual Band of Diegueno Mission
Indians of California
Santa Rosa Indian Community of the
Santa Rosa Rancheria, California
Santa Rosa Band of Cahuilla Indians,
California (formerly the Santa Rosa
Band of Cahuilla Mission Indians of
the Santa Rosa Reservation)
Santa Ynez Band of Chumash Mission
Indians of the Santa Ynez
Reservation, California
Santa Ysabel Band of Diegueno Mission
Indians of the Santa Ysabel
Reservation, California

- Santee Sioux Nation, Nebraska
 Sauk-Suiattle Indian Tribe of Washington
 Sault Ste. Marie Tribe of Chippewa Indians of Michigan
 Scotts Valley Band of Pomo Indians of California
 Seminole Nation of Oklahoma
 Seminole Tribe of Florida (Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations)
 Seneca Nation of New York
 Seneca-Cayuga Tribe of Oklahoma
 Shakopee Mdewakanton Sioux Community of Minnesota
 Shawnee Tribe, Oklahoma
 Sherwood Valley Rancheria of Pomo Indians of California
 Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California
 Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation, Washington
 Shoshone Tribe of the Wind River Reservation, Wyoming
 Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho
 Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada
 Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota
 Skokomish Indian Tribe of the Skokomish Reservation, Washington
 Skull Valley Band of Goshute Indians of Utah
 Smith River Rancheria, California
 Snoqualmie Tribe, Washington
 Soboba Band of Luiseno Indians, California
 Sokaogon Chippewa Community, Wisconsin
 Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado
 Spirit Lake Tribe, North Dakota
 Spokane Tribe of the Spokane Reservation, Washington
 Squaxin Island Tribe of the Squaxin Island Reservation, Washington
 Standing Rock Sioux Tribe of North & South Dakota
 Stockbridge Munsee Community, Wisconsin
 Stillaguamish Tribe of Washington
 Summit Lake Paiute Tribe of Nevada
 Suquamish Indian Tribe of the Port Madison Reservation, Washington
 Susanville Indian Rancheria, California
 Swinomish Indians of the Swinomish Reservation, Washington
 Sycuan Band of the Kumeyaay Nation (formerly the Sycuan Band of Diegueno Mission Indians of California)
 Table Mountain Rancheria of California
 Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)
 Thlopthlocco Tribal Town, Oklahoma
 Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota
 Tohono O'odham Nation of Arizona
 Tonawanda Band of Seneca Indians of New York
 Tonkawa Tribe of Indians of Oklahoma
 Tonto Apache Tribe of Arizona
 Torres Martinez Desert Cahuilla Indians, California (formerly the Torres-Martinez Band of Cahuilla Mission Indians of California)
 Tule River Indian Tribe of the Tule River Reservation, California
 Tulalip Tribes of the Tulalip Reservation, Washington
 Tunica-Biloxi Indian Tribe of Louisiana
 Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
 Turtle Mountain Band of Chippewa Indians of North Dakota
 Tuscarora Nation of New York
 Twenty-Nine Palms Band of Mission Indians of California
 United Auburn Indian Community of the Auburn Rancheria of California
 United Keetoowah Band of Cherokee Indians in Oklahoma
 Upper Sioux Community, Minnesota
 Upper Skagit Indian Tribe of Washington
 Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
 Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
 Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
 Walker River Paiute Tribe of the Walker River Reservation, Nevada
 Wampanoag Tribe of Gay Head (Aquinnah) of Massachusetts
 Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
 White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
 Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma
 Winnebago Tribe of Nebraska
 Winnemucca Indian Colony of Nevada
 Wiyot Tribe, California (formerly the Table Bluff Reservation—Wiyot Tribe)
 Wyandotte Nation, Oklahoma
 Yankton Sioux Tribe of South Dakota
 Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
 Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona
 Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
 Yomba Shoshone Tribe of the Yomba Reservation, Nevada
 Ysleta Del Sur Pueblo of Texas
 Yurok Tribe of the Yurok Reservation, California
 Zuni Tribe of the Zuni Reservation, New Mexico
- Native Entities Within the State of Alaska Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs**
- Native Village of Afognak (formerly the Village of Afognak)
 Agdaagux Tribe of King Cove
 Native Village of Akhiok
 Akiachak Native Community
 Akiak Native Community
 Native Village of Akutan
 Village of Alakanuk
 Alatna Village
 Native Village of Aleknagik
 Algaaciq Native Village (St. Mary's)
 Allakaket Village
 Native Village of Ambler
 Village of Anaktuvuk Pass
 Yupiit of Andreafski
 Angoon Community Association
 Village of Aniak
 Anvik Village
 Arctic Village (See Native Village of Venetie Tribal Government)
 Asa'carsarmiut Tribe
 Native Village of Atka
 Village of Atmautluak
 Atkasuk Village (Atkasook)
 Native Village of Barrow Inupiat Traditional Government
 Beaver Village
 Native Village of Belkofski
 Village of Bill Moore's Slough
 Birch Creek Tribe
 Native Village of Brevig Mission
 Native Village of Buckland
 Native Village of Cantwell
 Native Village of Chenega (aka Chanega)
 Chalkyitsik Village
 Cheesh-Na Tribe (formerly the Native Village of Chistochina)
 Village of Chefornek
 Chevak Native Village
 Chickaloon Native Village
 Chignik Bay Tribal Council (formerly the Native Village of Chignik)
 Native Village of Chignik Lagoon
 Chignik Lake Village
 Chilkat Indian Village (Klukwan)
 Chilkoot Indian Association (Haines)
 Chinik Eskimo Community (Golovin)
 Native Village of Chitina
 Native Village of Chuathbaluk (Russian Mission, Kuskokwim)
 Chuloonawick Native Village
 Circle Native Community
 Village of Clarks Point
 Native Village of Council
 Craig Community Association
 Village of Crooked Creek
 Curyung Tribal Council

- Native Village of Deering
Native Village of Diomedea (aka Inalik)
Village of Dot Lake
Douglas Indian Association
Native Village of Eagle
Native Village of Eek
Egegik Village
Eklutna Native Village
Native Village of Ekuk
Ekwook Village
Native Village of Elim
Emmonak Village
Evansville Village (aka Bettles Field)
Native Village of Eyak (Cordova)
Native Village of False Pass
Native Village of Fort Yukon
Native Village of Gakona
Galena Village (aka Loudon Village)
Native Village of Gambell
Native Village of Georgetown
Native Village of Goodnews Bay
Organized Village of Grayling (aka Holikachuk)
Gulkana Village
Native Village of Hamilton
Healy Lake Village
Holy Cross Village
Hoonah Indian Association
Native Village of Hooper Bay
Hughes Village
Huslia Village
Hydaburg Cooperative Association
Igiugig Village
Village of Iliamna
Inupiat Community of the Arctic Slope
Iqurmit Traditional Council (formerly the Native Village of Russian Mission)
Ivanoff Bay Village
Kaguyak Village
Organized Village of Kake
Kaktovik Village (aka Barter Island)
Village of Kalskag
Village of Kaltag
Native Village of Kanatak
Native Village of Karluk
Organized Village of Kasaan
Kasigluk Traditional Elders Council (formerly the Native Village of Kasigluk)
Kenaitze Indian Tribe
Ketchikan Indian Corporation
Native Village of Kiana
King Island Native Community
King Salmon Tribe
Native Village of Kipnuk
Native Village of Kivalina
Klawock Cooperative Association
Native Village of Kluti Kaah (aka Copper Center)
Knik Tribe
Native Village of Kobuk
Kokhanok Village
Native Village of Kongiganak
Village of Kotlik
Native Village of Kotzebue
Native Village of Koyuk
Koyukuk Native Village
Organized Village of Kwethluk
Native Village of Kwigillingok
Native Village of Kwinhagak (aka Quinhagak)
Native Village of Larsen Bay
Levelock Village
Lesnoi Village (aka Woody Island)
Lime Village
Village of Lower Kalskag
Manley Hot Springs Village
Manokotak Village
Native Village of Marshall (aka Fortuna Ledge)
Native Village of Mary's Igloo
McGrath Native Village
Native Village of Mekoryuk
Mentasta Traditional Council
Metlakatla Indian Community, Annette Island Reserve
Native Village of Minto
Naknek Native Village
Native Village of Nanwalek (aka English Bay)
Native Village of Napaimute
Native Village of Napakiak
Native Village of Napaskiak
Native Village of Nelson Lagoon
Nenana Native Association
New Koliganek Village Council
New Stuyahok Village
Newhalen Village
Newtok Village
Native Village of Nightmute
Nikolai Village
Native Village of Nikolski
Ninilchik Village
Native Village of Noatak
Nome Eskimo Community
Nondalton Village
Noorvik Native Community
Northway Village
Native Village of Nuiqsut (aka Nooiksut)
Nulato Village
Nunakauyarmiut Tribe (formerly the Native Village of Toksook Bay)
Native Village of Nunam Iqua (formerly the Native Village of Sheldon's Point)
Native Village of Nunapitchuk
Village of Ohogamiut
Village of Old Harbor
Orutsararmiut Native Village (aka Bethel)
Oscarville Traditional Village
Native Village of Ouzinkie
Native Village of Paimiut
Pauloff Harbor Village
Pedro Bay Village
Native Village of Perryville
Petersburg Indian Association
Native Village of Pilot Point
Pilot Station Traditional Village
Native Village of Pitka's Point
Platinum Traditional Village
Native Village of Point Hope
Native Village of Point Lay
Native Village of Port Graham
Native Village of Port Heiden
Native Village of Port Lions
Portage Creek Village (aka Ohgsenakale)
Pribilof Islands Aleut Communities of St. Paul & St. George Islands
Qagan Tayagungin Tribe of Sand Point Village
Qawalangin Tribe of Unalaska
Rampart Village
Village of Red Devil
Native Village of Ruby
Saint George Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)
Native Village of Saint Michael
Saint Paul Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)
Village of Salamatoff
Native Village of Savoonga
Organized Village of Saxman
Native Village of Scammon Bay
Native Village of Selawik
Seldovia Village Tribe
Shageluk Native Village
Native Village of Shaktoolik
Native Village of Shishmaref
Native Village of Shungnak
Sitka Tribe of Alaska
Skagway Village
Village of Sleetmute
Village of Solomon
South Naknek Village
Stebbins Community Association
Native Village of Stevens
Village of Stony River
Sun'aq Tribe of Kodiak (formerly the Shoonaq' Tribe of Kodiak)
Takotna Village
Native Village of Tanacross
Native Village of Tanana
Native Village of Tatitlek
Native Village of Tazlina
Telida Village
Native Village of Teller
Native Village of Tetlin
Central Council of the Tlingit & Haida Indian Tribes
Traditional Village of Togiak
Tuluksak Native Community
Native Village of Tuntutuliak
Native Village of Tununak
Twin Hills Village
Native Village of Tyonek
Ugashik Village
Umkumiute Native Village
Native Village of Unalakleet
Native Village of Unga
Village of Venetie (See Native Village of Venetie Tribal Government)
Native Village of Venetie Tribal Government (Arctic Village and Village of Venetie)
Village of Wainwright
Native Village of Wales
Native Village of White Mountain
Wrangell Cooperative Association
Yakutat Tlingit Tribe

[FR Doc. E8-6968 Filed 4-3-08; 8:45 am]

BILLING CODE 4310-4J-P



DICKSTEIN LAW OFFICE
1530 J STREET
SUITE 250
SACRAMENTO, CA 95814
ALICE TOMKINS

INVOICE NO. 1415-13575-101

<u>Reference</u>	
Order No.:	1415-13575
Invoice Date:	November 04, 2011
Invoiced By:	Carinne Kent
Your Reference:	
Phone Number:	916-244-8550

TERMS: Net Cash end of month in which first billing is rendered. On delinquent account or deferred time payment plan, interest is charged at the maximum legal rate which is 10% per annum or more.

Property Address: 850 INDIAN RANCHERIA RD, AUBURN, CA 95603

Buyer/Borrower:

- CHARGES -	
Preliminary Report Fee	\$700.00
Balance Due	\$700.00

Please make check payable and send to:
PLACER TITLE COMPANY
Accounts Receivable
189 FULWEILER AVENUE
AUBURN, CA 95603
(530) 887-2410

Tax ID: 94-2222502



MIWOK
MAIDU

United Auburn Indian Community
of the Auburn Rancheria

David Keyser
Chairman

Kimberly DuBach
Vice Chair

Gene Whitehouse
Secretary

Brenda Conway
Treasurer

Calvin Moman
Council Member

RESOLUTION NO. 11-22-11-01

A RESOLUTION OF THE UNITED AUBURN INDIAN COMMUNITY TRIBAL COUNCIL TO AUTHORIZE THE CHAIRPERSON TO APPLY TO THE SECRETARY OF THE INTERIOR TO TAKE CERTAIN FEE LANDS INTO TRUST FOR THE BENEFIT OF THE UNITED AUBURN INDIAN COMMUNITY.

- WHEREAS,** the United Auburn Indian Community (hereinafter the "UAIC") is a federally recognized Indian Tribe; and
- WHEREAS,** the UAIC Tribal Council (hereinafter the "Tribal Council") is the Tribe's governing body and pursuant to Article VIII, Section 1 of the Tribe's Constitution, is authorized to acquire, develop and regulate property on behalf of the Tribe; and
- WHEREAS,** the Tribal Council exercises the UAIC's sovereign authority over the lands that the United State of America currently holds in trust for the benefit of the UAIC ("Reservation"), and is utilizing those lands for the benefit of the UAIC tribal members; and
- WHEREAS,** the Tribal Council has determined that its existing trust land base is not and will not be adequate to meet the UAIC's future needs for cultural preservation, housing of future generations of UAIC members and other purposes; and
- WHEREAS,** to meet its future needs for additional lands for cultural preservation, housing of future generations of UAIC members and other purposes, the UAIC holds unrestricted fee simple title to various lands within the historic Auburn Rancheria; and
- WHEREAS,** among the lands to which the UAIC holds title, are the properties know as the Central Property (APN#040-300-015, #040-310-006) and more particularly described in the Title Commitment Reports attached hereto ("Fee Parcels"); and
- WHEREAS,** the UAIC Council has determined that its ability to utilize the lands that it currently owns in unrestricted fee simple title to meet the current and future needs of its members would be optimized by the UAIC's ability to exercise governmental authority over the Fee Parcels, and that such authority can be exercised only if the lands are held in trust for the Tribe by the United States as part of the UAIC's Reservation,

WHEREAS, the Tribal Council authorizes the submission of the attached supporting documentation ("Application Documents") required under 25 C.F.R. Part 151 for an application to the Secretary of the Interior to accept land into trust on behalf of an Indian tribe.

NOW THEREFORE BE IT RESOLVED THAT:

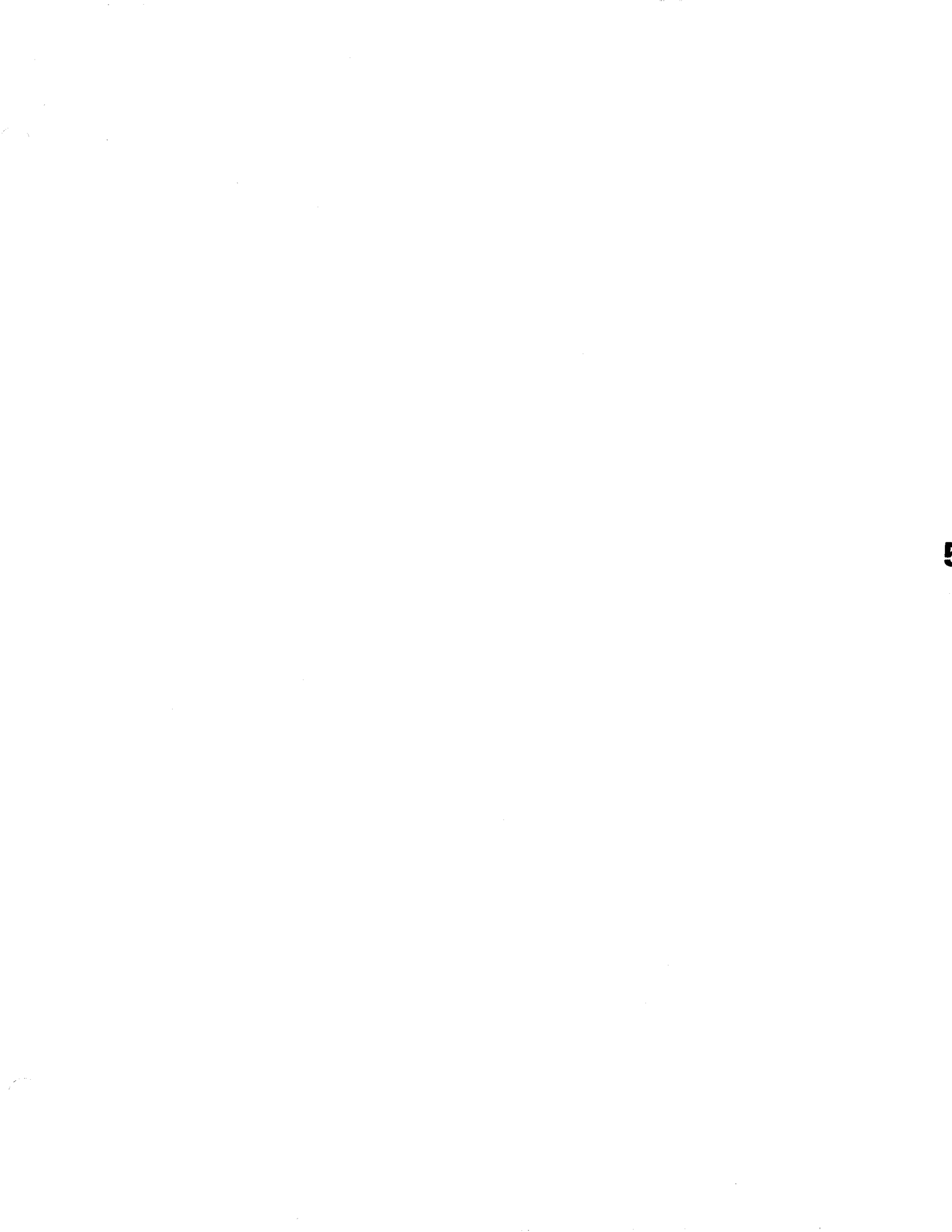
1. The Tribal Council hereby accepts the Application documents.
2. The Tribal Council hereby request the Secretary of the Interior to transfer into trust property status the fee simple land owned by the UAIC identified as the Fee Parcels.
3. The Tribal Council hereby authorized the Chairperson to submit the Application Documents, and any other documents required by 25 C.F.R. Part 151 to the Secretary of the Interior.
4. The Tribal Council hereby authorizes the Chairperson to execute all documents on behalf of the UAIC necessary to facilitate the transfer of the Fee Parcels into trust status.

CERTIFICATION

The foregoing resolution was adopted by a vote of 5 for, and 0 against and 0 abstentions, at a duly called meeting of the UAIC Tribal Council, at which a quorum was present, on this 22 day of November, 2011.



David Keyser, Chairperson



TaxBill

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[Last Search](#)

[Assessment Info](#)

[Assessment #](#)

[Taxyear](#)

[Feeparcel](#)

[Roll Cat](#)

[Taxes](#)

[Paid Status](#)

[Due/Paid Date](#)

[Total Due](#)

[Total Paid](#)

[Balance](#)

[Pay On-line](#)

[Taxcode Info](#)

[Tax Code](#) [Rate](#)

00001 1

Property Tax-1% Rate

35400 0.013

Placer High B&I 1999 Series A-Non Refunding

35402 0.0034

Placer High B&I 1999 Series B

35403 0.0032

Placer High B&I 1999 Series C

35404 0.0069

Placer High B&I 1999 Series A Ref 2005

59700 0

Placer Mosquito & Vector Control

70400 0

Newcastle Fire

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[New Search](#)

[Print](#)

040-300-015-000

2010

040-300-015-000

CS

1st

2nd

Total

PAID

PAID

10/18/2010

10/18/2010

\$394.91

\$394.91

\$789.82

\$394.91

\$394.91

\$789.82

\$0.00

\$0.00

\$0.00

1st

2nd

Total

\$338.44

\$338.44

\$676.88

\$4.39

\$4.39

\$8.78

\$1.15

\$1.15

\$2.30

\$1.09

\$1.09

\$2.18

\$2.34

\$2.34

\$4.68

\$11.42

\$11.42

\$22.84

\$36.08

\$36.08

\$72.16

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TaxBill

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Navigation

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Assessment Info

Assessment #

Taxyear

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Roll Cat

Taxes

Paid Status

Due/Paid Date

Total Due

Total Paid

Balance

Pay On-line

Taxcode Info

Tax Code Rate

00001 1

Property Tax-1% Rate

35400 0.013

Placer High B&I 1999 Series A-Non Refunding

35402 0.0034

Placer High B&I 1999 Series B

35403 0.0032

Placer High B&I 1999 Series C

35404 0.0069

Placer High B&I 1999 Series A Ref 2005

59700 0

Placer Mosquito & Vector Control

70400 0

Newcastle Fire

Navigation

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[New Search](#)

[Print](#)

040-310-006-000

2010

040-310-006-000

CS

1st

2nd

Total

PAID

PAID

10/18/2010

10/18/2010

\$506.74

\$506.74

\$1,013.48

\$506.74

\$506.74

\$1,013.48

\$0.00

\$0.00

\$0.00

1st

2nd

Total

\$487.50

\$487.50

\$975.00

\$6.33

\$6.33

\$12.66

\$1.66

\$1.66

\$3.32

\$1.57

\$1.57

\$3.14

\$3.37

\$3.37

\$6.74

\$2.48

\$2.48

\$4.96

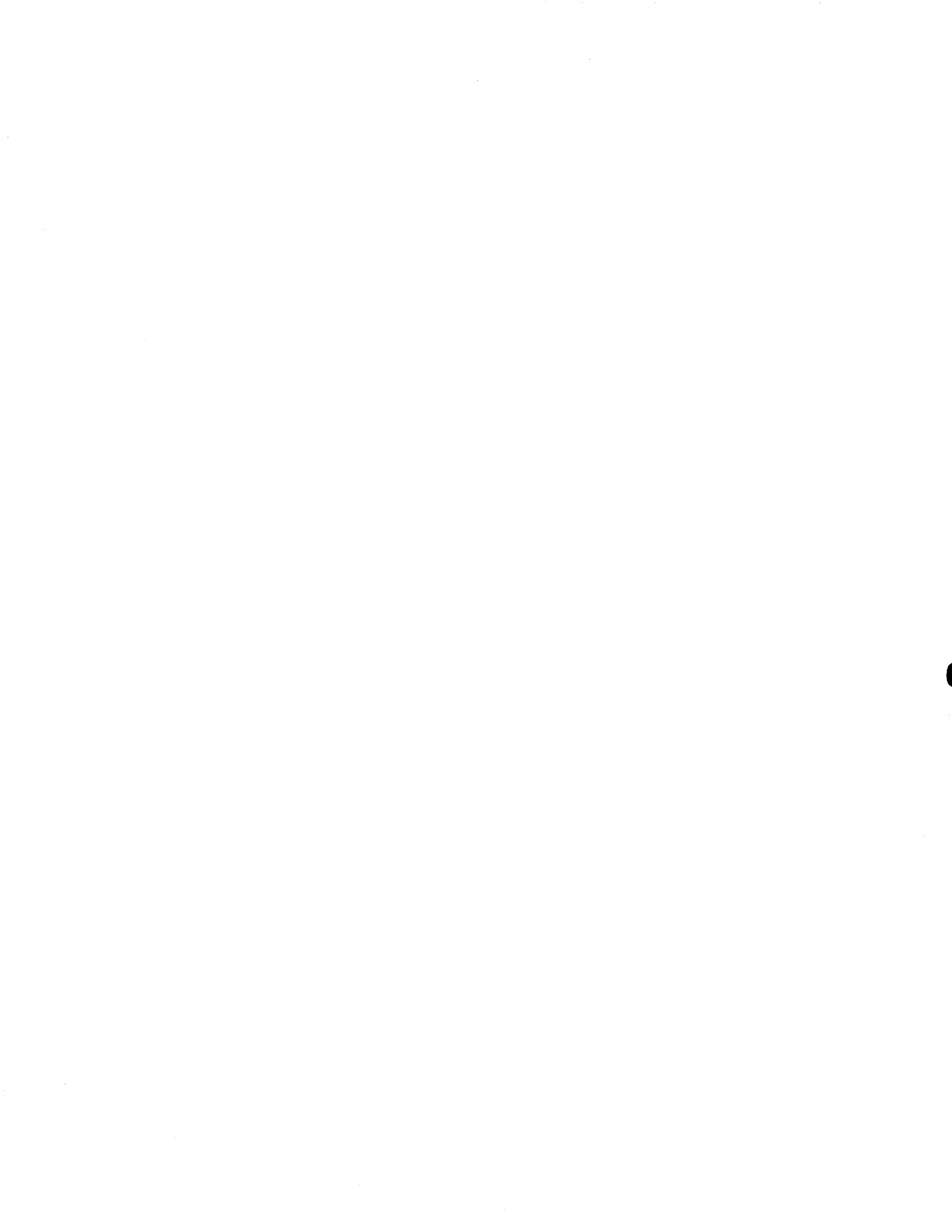
\$3.83

\$3.83

\$7.66

[New Search](#)

[Print](#)



Placer Title Company Preliminary Report

Order No. 1415-13575

Issued By:

**PLACER TITLE COMPANY
SPECIAL PROJECTS
2145 LARKSPUR LANE, SUITE A
REDDING, CA 96002
Escrow Officer: Carinne Kent
Phone: 530-244-2122
Fax: 530-244-1009
Escrow Officer Email: ckent@placertitle.com
Email Loan Docs To: N/A**

Customer Reference:

Property Address: 850 INDIAN RANCHERIA RD

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, 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 the 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 the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

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

Dated as of October 20, 2011 at 7:30 a.m.

Title Officer: Carinne Kent

CLTA Preliminary Report

Order No. 1415-13575

The form of policy of title insurance contemplated by this report is:
CLTA Standard Coverage Policy

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

A FEE SIMPLE

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

UNITED AUBURN INDIAN COMMUNITY , A FEDERALLY RECOGNIZED INDIAN TRIBE

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

CLTA Preliminary Report

EXHIBIT "A"
LEGAL DESCRIPTION

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

THAT CERTAIN PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 8 EAST, MDB&M, DESCRIBED AS PARCEL 16, ACCORDING TO A RECORD OF SURVEY OF AUBURN INDIAN RANCHERIA, RECORDED DECEMBER 12, 1960, IN BOOK 1 OF SURVEYS, AT PAGE 85, IN THE OFFICE OF THE PLACER COUNTY RECORDER.

APN: 040-300-015

EXCEPTIONS

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

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2011-2012:
1ST INSTALLMENT: \$376.91 OPEN
2ND INSTALLMENT: \$376.91 OPEN
ASSESSED VALUATIONS:
LAND: \$54,200.00
IMPROVEMENTS: \$9,800.00
PARCEL NO.: 040-300-015
CODE AREA: 056-063
ASSESSMENT NO:
NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.
SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. ANY TAXES OR ASSESSMENTS LEVIED BY:
 - A. PLACER COUNTY WATER AGENCY
4. AN EASEMENT OVER SAID LAND FOR ANCHORS AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED MAY 27, 1927, IN BOOK 238, PAGE 351, OFFICIAL RECORDS.

INDEFINITE AS TO EXACT LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.
5. THE EFFECT OF A RECORD OF SURVEY RECORDED DECEMBER 21, 1960, IN BOOK 1 OF SURVEYS, AT PAGE 85, OFFICIAL RECORDS, WHEREIN SAID SURVEY DISCLOSES THE FOLLOWING:
 - A. AN EASEMENT FOR POLES, WIRES AND ANCHORS OVER A WESTERLY PORTION
 - B. AN EASEMENT FOR WATER MAIN OVER A SOUTHEASTERLY PORTION
6. MATTERS IN AN INSTRUMENT WHICH, AMONG OTHER THINGS, CONTAIN OR PROVIDE FOR ASSESSMENTS AND LIENS:

EXECUTED BY: JACK T. STARKEY, ET AL
RECORDED: OCTOBER 2, 1961, INSTRUMENT NO. 15293, BOOK 893, PAGE 56,

**EXCEPTIONS
(Continued)**

**OFFICIAL RECORDS
ASSOCIATION: WHITE OAK RIDGE ASSOCIATION**

7. THE EFFECT OF A RECORD OF SURVEY RECORDED MARCH 4, 2008 IN BOOK 20 OF SURVEYS PAGE 25 OFFICIAL RECORDS, WHEREIN SAID SURVEY DISCLOSES THE FOLLOWING:
 - A. WATERLINE PURPOSES OVER A PORTION OF PROPERTY
8. RIGHT, TITLE, INTEREST AND ESTATE OF THE UNITED STATES AS WELL AS ITS RIGHT AND OBLIGATION TO ADMINISTER INDIAN LAND UNDER FEDERAL LAW.
9. THE REQUIREMENT THAT A FULL COPY OF THE CHARTER OR CONSTITUTION, BY-LAWS, RESOLUTIONS, AND APPLICABLE TRIBAL LAW AND REGULATION BE PROVIDED FOR REVIEW.
10. TERMS AND CONDITIONS OF TREATIES AND STATUTES AFFECTING THE LAND AND THE SUBJECT TRIBE.
11. THE REQUIREMENT THAT A TITLE STATUS REPORT OF SAID PROPERTY BE OBTAINED FROM THE BUREAU OF INDIAN AFFAIRS.
12. 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.

***** SPECIAL INFORMATION *****

***** CHAIN OF TITLE REPORT:**

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN: NONE

***** LENDER'S SUPPLEMENTAL ADDRESS REPORT:**

THE ABOVE NUMBERED REPORT IS HEREBY MODIFIED AND/OR SUPPLEMENTED TO REFLECT THE FOLLOWING ADDITIONAL ITEMS RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN FORM POLICY:

PLACER TITLE COMPANY STATES THAT THE HEREIN DESCRIBED PROPERTY IS A SINGLE FAMILY RESIDENCE AND THAT THE PROPERTY ADDRESS IS:

EXCEPTIONS
(Continued)

850 INDIAN RANCHERIA RD, , CA

***** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:**

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. OF THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

NOTE: AUTOMATED CLEARING HOUSE (ACH) TRANSFERS ARE NOT ACCEPTED IN LIEU OF WIRED FUNDS AND WILL BE REJECTED, EXCEPT WHEN RECEIVED FROM A GOVERNMENTAL AGENCY.

***** CANCELLATION NOTE:**

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE BULLETIN NO. NS-35E.

***** NOTE: THE FOLLOWING UNDERWRITER HAS BEEN SELECTED FOR THIS TRANSACTION:**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transactions is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION 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.
6. 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 not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation concerning: a. building; b. zoning; c. land use; 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.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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 or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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

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

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:

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

- (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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:

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.

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:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92) EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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

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

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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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:

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 in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
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 that 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.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

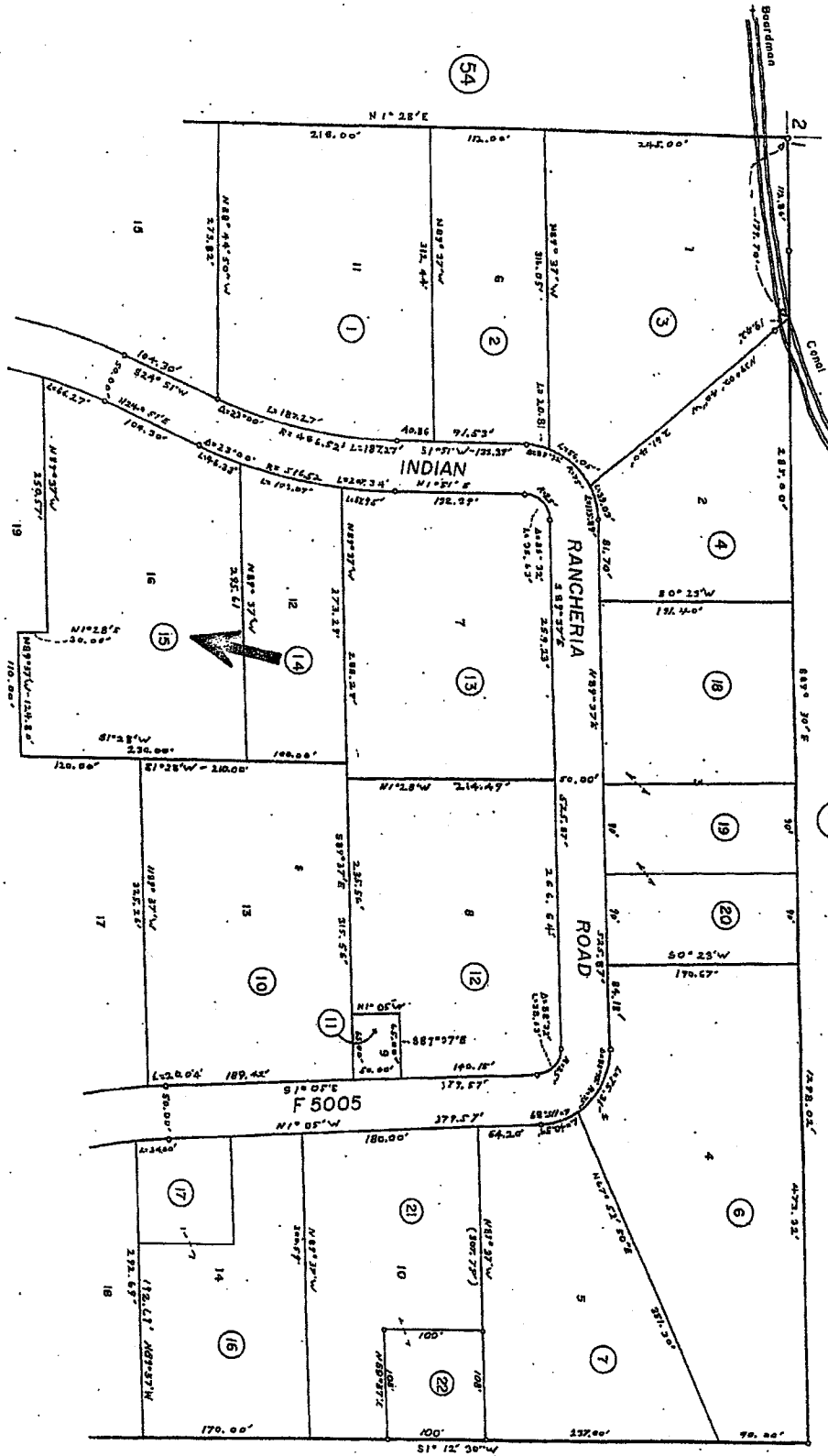
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

POR. S.E. 1/4 SEC. 21 T.12N. R.8E M.D.B&M
 Auburn Indian Rancharia M.O.R. Survey Bk. 1, Pg. 85



12-88
 2-88

(31)

NOTE - ASSESSOR'S BLOCK
 & LOT NUMBERS
 SHOWN IN CIRCLES

Assessor's Map Bk. 40, Pg. 30
 County of Placer, Calif.

40-30



(54)

(35)

(36)

SUPPORTING DOCUMENTS
1415-13575

Auburn, April 25, 1927

You and in consideration of the sum of one (\$1.00) dollar, Ruben Erickson do hereby acknowledge a right of way as hereby granted to the Pacific Telephone and Telegraph Company, its successors and assigns, with the right to erect and maintain one anchor block and certain poles appertaining to Ruben Erickson, and situated in the County of Placer, State of California, and described as follows:

The Northwest quarter (1/4) of the southeast quarter (1/4) of section twenty-one (21) Township twelve (12) North, Range eight (8) East, Meridian 11N.

Said anchor to be placed along line 25.1 to be permanently from town line 127/22.

It is understood that the employees of said Telephone Company shall, at any time and necessary, have access to said right of way and the anchor thereon for purposes of repairing poles, provided always that said Telephone Company shall be responsible for any damage which may be inadvertently done to the property above mentioned.

RUBEN ERICKSON

WITNESSE my hand and seal this 25th day of April, 1927.

JOHN J. DAYNE, Notary Public
ROBERT KERR, Notary Public

STATE OF CALIFORNIA
County of Sacramento

On this 25th day of April, A. D. 1927, before me, JOHN J. DAYNE a Notary Public in and for said Sacramento County, California, duly commissioned and sworn to, personally appeared RUBE ERICKSON, personally known to me to be the same person whose name is subscribed to the within instrument, and a witness thereto, who being by me duly sworn, depose and say that he resides in the said County of Sacramento, State of California, and the name of said RUBE ERICKSON (address) personally known to him to be the person described in whose name the instrument is subscribed to and who executed the said instrument as a party thereto being his name, and he depose and say that he acknowledged an affidavit in presence of me, Notary Public, and that he, the said RUBE ERICKSON, depose and say that he subscribed his name to said instrument as a witness.

My witness, present, at my commission hereby made and attested my official seal, this 25th day of April, 1927, at the County of Sacramento, the day and year in which date above signed above.

JOHN J. DAYNE, Notary Public

(SEAL)

Filed for Record at Request of RICHARD and SARAH CO. May 27, 1927 at 20:00 o'clock in the office of SARAH M. KERR, Recorder, Placer County, Cal.

1771

15293

CITIZEN RECORDS
VOL. 893 PAGE 56
PLASTER COUNTY, CALIFORNIA
RECORDED AT 10:51 AM
Walter H. Walcker
OCT 2 3 35 PM 1961
15293
7 15 80
15292

ARTICLES OF ASSOCIATION
of Nonprofit Association

On this day, the undersigned parties do hereby associate themselves as a nonprofit association for the purpose of holding and managing the following described property conveyed to the association by the United States pursuant to the Act of August 16, 1958 (72 Stat. 619) and any other property acquired by the association in the future:

Parcel 15 (Park area), Parcel 26 (church area), and the water system, consisting of pumping plant, water tank, and appurtenances, according to the record of survey, Auburn Indian Rancheria, recorded in the records of Placer County, December 21, 1960. (copy attached)

In order to facilitate the accomplishment of the purposes of this association we agree as follows:

1. The name of this association shall be the White Oak Ridge Association, with its principal place of business at Auburn, California.
2. Such other persons as shall become stockholders under the provisions and restrictions of these articles of association shall, while they remain owners of stock, be association and bound by these articles of association.
3. The members of the association, their successors and assigns, shall in proportion to their interest herein pay the obligations of the association. A member who is delinquent in paying any assessment levied by the association will not be entitled to vote on association business. Neglect or refusal to pay assessments may subject a member

893 p. 56

association action or collect the delinquent contributions of any member of the association, or sale by the association of any real estate owned by the association, or any tract conveyed pursuant to the powers of the association.

shall be enforced, due notice and publication and an affidavit of the association shall be filed in the office of the county clerk of the county in which the tract is situated. The obligation of the association shall continue until the purchase price of the tract is paid in full and the balance of the purchase price is transferred to the association. The membership certificate of the association shall be cancelled and a new one issued to the purchaser. The purchaser shall be given the opportunity to purchase the property within one year following the sale by the association, by paying the purchase price of the tract the amount paid at the sale, any assessments subsequently levied, plus interest thereon at the rate of six per cent (6%).

The association shall not be dissolved or any of its powers be impaired by transfer of the interest of any member thereof, whether by operation of law, by operation of law, or by the resignation of any member.

Each distributee of the Auburn Ranches is entitled to one share of stock in this association and to a proportionate share in the association assets. The interest of the members shall be represented by twenty-two (22) certificates of stock which shall be in the following form:

No. _____

One Share

The White Oak Ridge Association
(Nonprofit Association)

This certifies that _____ is entitled to one share of stock in The White Oak Ridge Association transferable only on the books of the association and on surrender of this certificate. The holder of each share is subject to the payment of such assessments as may be necessary, and to all the obligations and liabilities, and entitled to all the privileges of the association. No transfer of shares will be allowed if any assessment shall have been called for and at the time be unpaid.

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In witness whereof the association has caused this certificate to be issued by its President and Secretary-Treasurer this _____ day of _____.

The White Oak Ridge Association

By _____
President

Secretary-Treasurer

6. The interest of a shareholder shall be transferred, and a new certificate issued, whenever the shareholder's interest in the tract conveyed to him pursuant to the Act of August 18, 1958, supra, is transferred, either voluntarily or by operation of law, and at every subsequent transfer thereafter. The shareholders shall be liable for their proportionate assessments although they may decline to share in association benefits. A member may withdraw by turning in to the association his stock certificate and paying all assessments due.
7. Fractional shares will not be issued. If a shareholder's individually owned tract is partitioned or is transferred to more than one individual, it shall be their responsibility to designate among themselves which one will be entitled to represent them in the association. If more than one household on a tract receives water from the community water supply, the assessment for that tract may be proportionately increased.
8. An annual meeting of the shareholders shall be held at the association's principal place of business on the second Monday of January each year. Business may be transacted only if a majority in interest of the shareholders shall be represented. At such annual meeting a President and Secretary-Treasurer for the ensuing year shall be elected to serve one year or until their successors are elected and qualified.
9. The only manner in which money can be raised shall be by levy of assessments upon the shareholders. Once collected, such funds shall become association property. The consent of all the shareholders shall be required to create any other personal liability against them. All contracts entered into shall be limited to creating a liability against only the property of the association.

Vol. 812 Page 59

10. The officers shall perform the duties usually appertaining to their respective offices including the authority to levy assessments for the payment of association obligations. Title to association property is to be taken in the name of trustees, and the President and Secretary-

association. The trustees may not manage or dispose of such property except in accordance with the terms of these articles or as directed by the members. No person shall hold office unless he be a shareholder and a transfer of his share shall operate as a resignation by him. The Secretary-Treasurer of the association shall have these articles of association and the deed from the United States conveying property to the association pursuant to the Act of August 18, 1958, SUPRA, recorded in Placer County, State of California. He shall be adequately bonded and upon authorization of the shareholders pay out of any money in his hands the taxes and insurance premiums on the property of the association and the charges for necessary repairs and expenses thereto. He shall keep an account and record of the affairs of the association and render reports at the annual meetings.

11. Association property may be sold or otherwise conveyed by the trustees with the consent in writing or as expressed at a duly called meeting an affirmative vote of twenty (20) shares of stock. The owner of a new tract or lot may become a member of the association and be issued a share of stock representing his interest in the balance of association property.

12. The association may be dissolved by the consent in writing of the holders of twenty (20) shares of stock. At that time the association property shall be distributed to the shareholders in proportion to their interests.

VOL 803 PAGE 60

13. These articles may be amended or altered by the holders of twenty (20) shares of stock expressed by affirmative vote at an annual meeting or a special meeting called for that purpose.

In witness whereof the original associates have set their hands

Carl M. Mason

Ueve Rey

Walter Williams

Joseph Wiley

Mrs Viola Murray

Eunice Jordan

Cleveland Adams

Wally Lusk

Carline Camp

Wm Wallace

B. J. Frost

Adrian Wallace

James N. Berg

Samuel S. Leggett

Earl Louis I. ...

Myrtle Stanley

Jack I. ...

Wick ...

...

...

...

...

Signed in the presence of

Wm. Walker

B. J. Frost

STATE OF CALIFORNIA

County of Placer

On this 2nd day of October, 1961, before me, Virginia Boling, a Notary Public in and for Placer County, duly commissioned and sworn, personally appeared W. R. Walker, known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who, being duly sworn, deposed and said that he resides in the City of Sacramento, County of Sacramento, State of California, that he was present and saw Alfred J. Starkey, Sr. individually and advised

(personally known to him to be the persons described in and who executed the said instrument, as parties thereto), sign and execute the same, and that at his request, he the said affiant thereupon subscribed his name as witness thereto.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the said Placer County, City of Auburn, the day and year of this certificate first above written.

Virginia Boling
Notary Public in and for the
County of Placer, State of California
VIRGINIA BOLING
My Commission Expires April 12, 1964

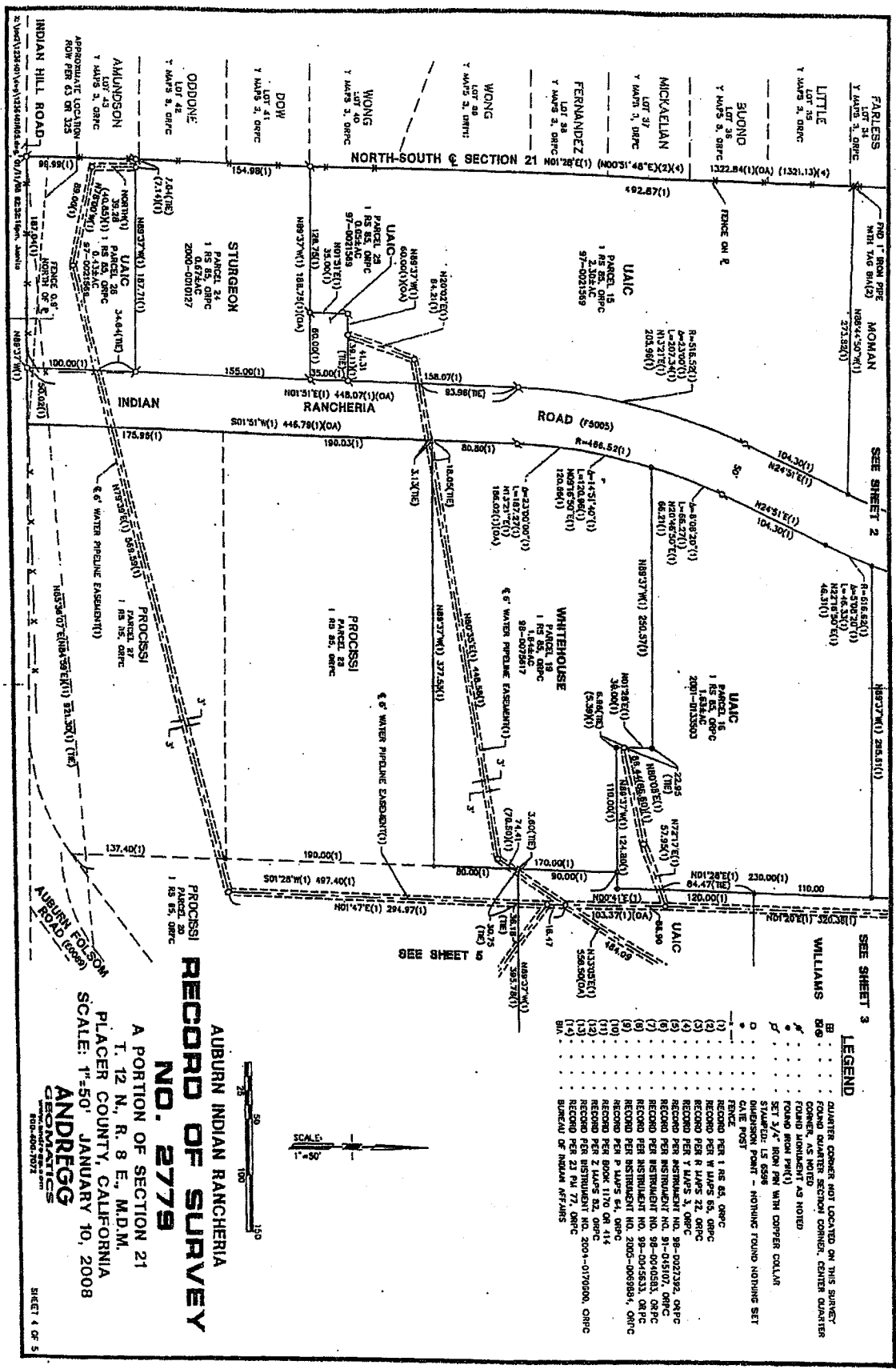
State of California

County of Placer

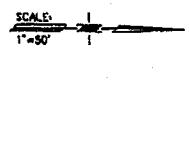
On this 2nd day of October, 1961, before me, Virginia Boling, a Notary Public in and for said Placer County, duly commissioned and sworn, personally appeared A. J. Frost known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being duly sworn, deposed and said that he resides in the County of Placer, State of California, that he was present and saw Carl Roman, Irene Roman, William Adams, Betty Juensch, Caroline Camp, Guy Wallace, Marvin Haddock, James W. Rey, Lawrence G. Leggett, Earl Louis Taylor, Myrtle Stawley, Jack L. Starkey, Cecil R. Rey, and John W. Hill, (personally known to him to be the persons described in and who executed the said instrument, as parties thereto), sign and execute the same, and that, at his request, he the said affiant, thereupon subscribed his name as witness thereto.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office, in the said City of Auburn, County of Placer, the day and year in this certificate first above written.

Virginia Boling
Notary Public in and for the
County of Placer, State of California
VIRGINIA BOLING
My Commission Expires April 12, 1964



AUBURN INDIAN RANCHERIA
RECORD OF SURVEY
NO. 279
 A PORTION OF SECTION 21
 T. 12 N., R. 8 E., M.D.M.
 PLACER COUNTY, CALIFORNIA
 SCALE: 1"=50'
 JANUARY 10, 2008
ANDREGG
 CERMATICS
 5001-400-7012



- SEE SHEET 2
- SEE SHEET 3
- LEGEND**
- B . . . QUARTER CORNER NOT LOCATED ON THIS SURVEY
 - BC . . . FOUND QUARTER SECTION CORNER, CENTER QUARTER CORNER, AS NOTED
 - C . . . FOUND MONUMENT AS NOTED
 - D . . . FOUND MONUMENT AS NOTED
 - E . . . FOUND MONUMENT AS NOTED
 - F . . . SET 3/4" ROD PIN WITH COPPER COLLAR
 - G . . . QUARTER POINT - MONUMENT FOUND MONUMENT SET GATE POST
 - H . . . FENCE
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 - (90) . . . RECORD PER 1 RS 65, ORPC
 - (91) . . . RECORD PER 1 RS 65, ORPC
 - (92) . . . RECORD PER 1 RS 65, ORPC
 - (93) . . . RECORD PER 1 RS 65, ORPC
 - (94) . . . RECORD PER 1 RS 65, ORPC
 - (95) . . . RECORD PER 1 RS 65, ORPC
 - (96) . . . RECORD PER 1 RS 65, ORPC
 - (97) . . . RECORD PER 1 RS 65, ORPC
 - (98) . . . RECORD PER 1 RS 65, ORPC
 - (99) . . . RECORD PER 1 RS 65, ORPC
 - (100) . . . RECORD PER 1 RS 65, ORPC

RECORDING REQUESTED BY
Placer Title Company

AND WHEN RECORDED MAIL THIS DEED
AND, UNLESS OTHERWISE SHOWN
BELOW, MAIL TAX STATEMENTS TO:

United Auburn Indian Community
Attn. Jessica Tavares
661 Newcastle Road, Suite 1
Newcastle, CA 95658-0000



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2001-0133503

Acct 2-PLACER TITLE
Wednesday, DEC 12, 2001 08:00:00
REC \$4.00 MIC \$3.00 AUT \$2.00
SBS \$1.00 DOC \$71.50

Ttl Pd \$81.50

Nbr-0000551884
srt/R3/1-2

Title Order No. 4043732-PB
Escrow No. 4043732-PB

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned Grantor declares:
Documentary Transfer Tax: \$71.50

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,

OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

The Undersigned

Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

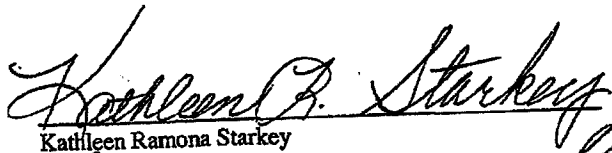
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Kathleen Ramona Starkey, an unmarried woman

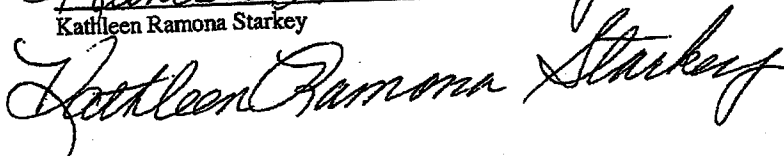
hereby GRANT(S) to United Auburn Indian Community, a federally recognized Indian Tribe

the following described real property in the Unincorporated Area, County of Placer, State of California:

Being all that parcel of land situate in the Northwest Quarter of the Southeast Quarter of Section 21, Township 12 North, Range 8 East, M.D.B. & M., and described as: Parcel 16, according to a Record of Survey of the Auburn Rancheria, recorded December 21, 1960, in Book 1 of Surveys, at Page 85, in the Office of the Placer County Recorder.

Parcel Number: 040-300-15


Kathleen Ramona Starkey



Dated: December 6, 2001

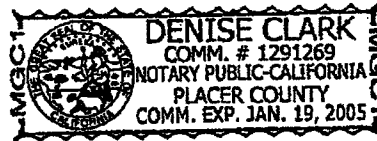
STATE OF CALIFORNIA)
COUNTY OF Placer)

On 12-7-01 before me, Denise Clark, Notary Public in
and _____

for said County and State, personally appeared
Kathleen Ramona Starkey

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.



Denise Clark
Notary Public in and for said County and State

(Space above for official notarial area.)

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

Grantee at address above

Name	Street Address	City & State

Placer Title Company

Preliminary Report

Issued By:

Order No. 1415-13574

**PLACER TITLE COMPANY
SPECIAL PROJECTS
2145 LARKSPUR LANE, SUITE A
REDDING, CA 96002
Escrow Officer: Carinne Kent
Phone: 530-244-2122
Fax: 530-244-1009
Escrow Officer Email: ckent@placertitle.com
Email Loan Docs To: N/A**

Customer Reference:

Property Address: NONE SHOWN, AUBURN, CA 95603

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, 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 the 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 the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

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

Dated as of **October 20, 2011 at 7:30 a.m.**

Title Officer: **Carinne Kent**

Order No. 1415-13574

The form of policy of title insurance contemplated by this report is:
CLTA Standard Coverage Policy

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

A FEE SIMPLE

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

**UNITED AUBURN INDIAN COMMUNITY OF THE AUBURN RANCHERIA, A FEDERALLY RECOGNIZED
TRIBE**

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

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

THAT CERTAIN PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 8 EAST, MDB&M, DESCRIBED AS PARCEL 17, ACCORDING TO A RECORD OF SURVEY OF AUBURN INDIAN RANCHERIA, RECORDED DECEMBER 12, 1960, IN BOOK 1 OF SURVEYS, AT PAGE 85, IN THE OFFICE OF THE PLACER COUNTY RECORDER.

APN: 040-310-006

EXCEPTIONS

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

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2011-2012:
1ST INSTALLMENT: \$483.71 OPEN
2ND INSTALLMENT: \$483.71 OPEN
ASSESSED VALUATIONS:
LAND: \$93,000.00
PARCEL NO.: 040-310-006
CODE AREA: 056-063
NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.
SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. ANY TAXES OR ASSESSMENTS LEVIED BY:
 - A. PLACER COUNTY WATER AGENCY
4. AN EASEMENT OVER SAID LAND FOR ANCHORS AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED MAY 27, 1927, IN BOOK 238, PAGE 351, OFFICIAL RECORDS.

INDEFINITE AS TO EXACT LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.
- √5. THE EFFECT OF A RECORD OF SURVEY RECORDED DECEMBER 21, 1960, IN BOOK 1 OF SURVEYS, AT PAGE 85, OFFICIAL RECORDS, WHEREIN SAID SURVEY DISCLOSES THE FOLLOWING:
 - A. AN EASEMENT FOR POLES, WIRES AND ANCHORS, OVER A WESTERLY PORTION
 - B. AN EASEMENT FOR WATER MAIN AND PIPELINES OVER A WESTERLY AND SOUTHWESTERLY PORTION
- √6. MATTERS IN AN INSTRUMENT WHICH, AMONG OTHER THINGS, CONTAIN OR PROVIDE FOR ASSESSMENTS AND LIENS:

EXECUTED BY: JACK T. STARKEY, ET AL
RECORDED: OCTOBER 2, 1961, INSTRUMENT NO. 15293, BOOK 893, PAGE 56,
OFFICIAL RECORDS

**EXCEPTIONS
(Continued)**

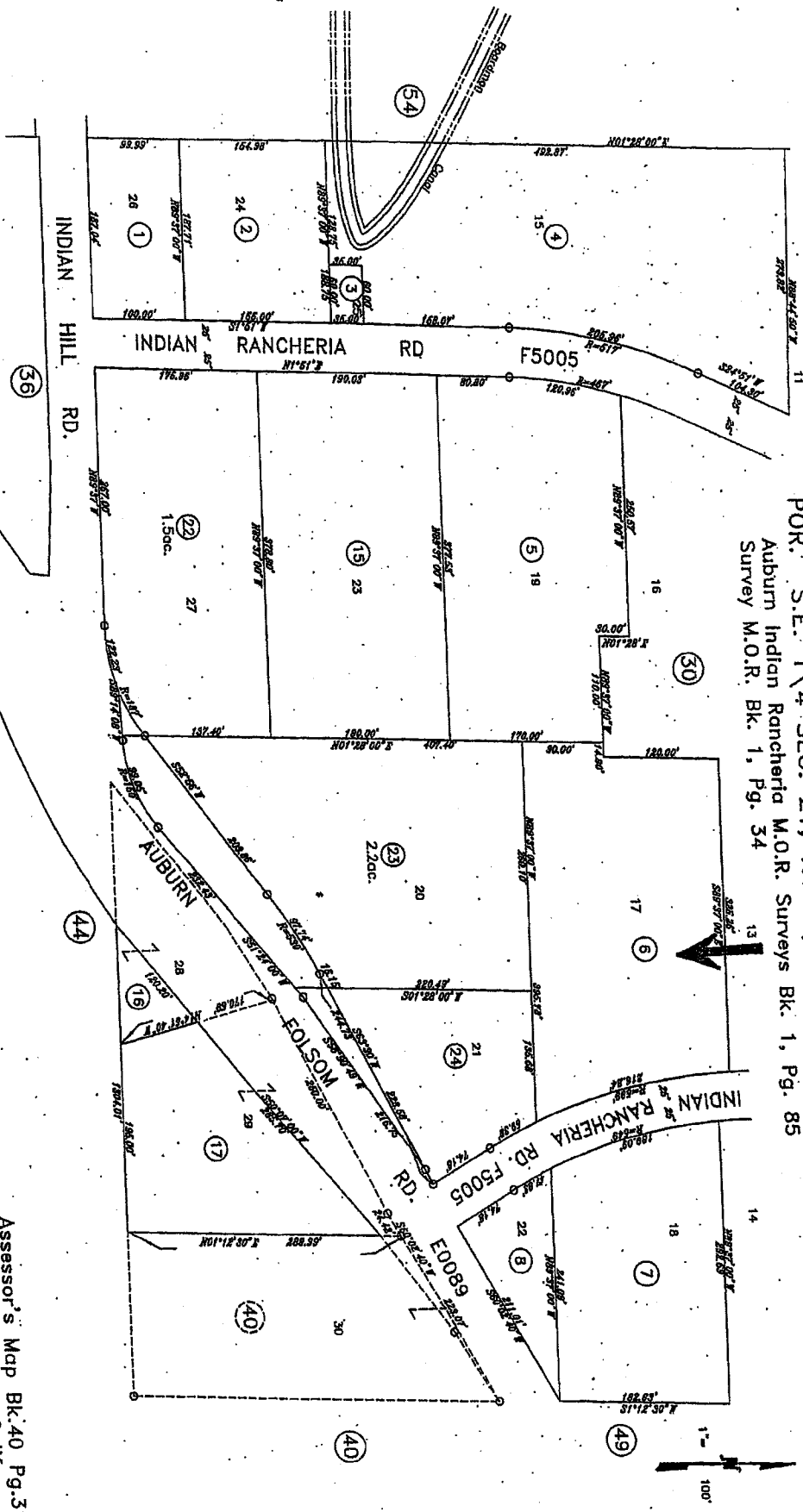
ASSOCIATION: WHITE OAK RIDGE ASSOCIATION

7. THE EFFECT OF A RECORD OF SURVEY RECORDED MARCH 4, 2008 IN BOOK 20 OF SURVEYS PAGE 25 OFFICIAL RECORDS, WHEREIN SAID SURVEY DISCLOSES THE FOLLOWING:
 - A. WATER PIPELINE OVER PORTIONS OF PROPERTY
8. RIGHT, TITLE, INTEREST AND ESTATE OF THE UNITED STATES AS WELL AS ITS RIGHT AND OBLIGATION TO ADMINISTER INDIAN LAND UNDER FEDERAL LAW.
9. THE REQUIREMENT THAT A FULL COPY OF THE CHARTER OR CONSTITUTION, BY-LAWS, RESOLUTIONS, AND APPLICABLE TRIBAL LAW AND REGULATION BE PROVIDED FOR REVIEW.
10. TERMS AND CONDITIONS OF TREATIES AND STATUTES AFFECTING THE LAND AND THE SUBJECT TRIBE.
11. THE REQUIREMENT THAT A TITLE STATUS REPORT OF SAID PROPERTY BE OBTAINED FROM THE BUREAU OF INDIAN AFFAIRS.
12. 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.

CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

POR. SE. 1/4 SEC. 21, T.12N., R.8E. M.D.B. & M.
Auburn Indian Rancheria M.O.R. Surveys Bk. 1, Pg. 85
Survey M.O.R. Bk. 1, Pg. 34



NOTE
All distances on curved lines are chord measurements.
09-01-2004
09-22-88 SKS
Page Redrawn on AutoCAD per AMS Information.

NOTE
This map was prepared for assessment purposes only, and should be intended to illustrate legal building sites or information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transactions is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)**

**CALIFORNIA LAND TITLE ASSOCIATION 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.
6. 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 not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation concerning: a. building; b. zoning; c. land use; 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.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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 or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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

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

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:

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

- (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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:

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.

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:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

- from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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

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

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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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:

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 in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
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 that 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.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000

and

- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California); or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

- PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SUPPORTING DOCUMENTS
1415-13574

1931

Aubrey, April 28, 1927

For and in consideration of the sum of one (\$1.00) dollar, receipt whereof is hereby acknowledged, I have granted, sold, conveyed, transferred, and confirmed to the Pacific Telephone and Telegraph Company, its successors and assigns, with the right to lease and maintain one anchor iron chain cable structure belonging to Rube Stewart, and situated in the County of Placer, State of California, and described as follows:

The Northwest quarter (6/4) of the southeast quarter (6/4) of section twenty-one (21) Township twelve (12) north, range eight (8) east, T12N, R8E, S14E, said anchor to be located twenty-five (25) feet westerly from corner (27/22)

It is understood that the employees of said Telephone Company shall, at any time and necessary, have access to said cable or any and the anchor thereon for purpose of repairs, etc., provided always that said Telephone Company shall be responsible for any damage which may be unreasonably done to the property above described.

TRUSTEES

WITNESSES: In presence of RUBE STEWART, Rube Stewart, Plaintiff

Notary approved ROBERT MORSE, Notary Public

STATE OF CALIFORNIA County of Sacramento

On this 5th day of May, A.D. 1927, before me, JOHN A. DAVIES, a Notary Public in and for said Sacramento County, State of California, duly commissioned and sworn to, appeared the above named parties, together with the said Rube Stewart, who being by me duly sworn, depose and say that he resides in the said County of Sacramento, State of California, and in the presence and view of Rube Stewart (Plaintiff) personally known to him, and the person described in whose name the instrument to and who executed the said instrument as a party thereto, upon the date and to whom and in whose presence the same was executed, and that he, the Notary, thereon and thereunto request subscribed his name to said instrument as follows:

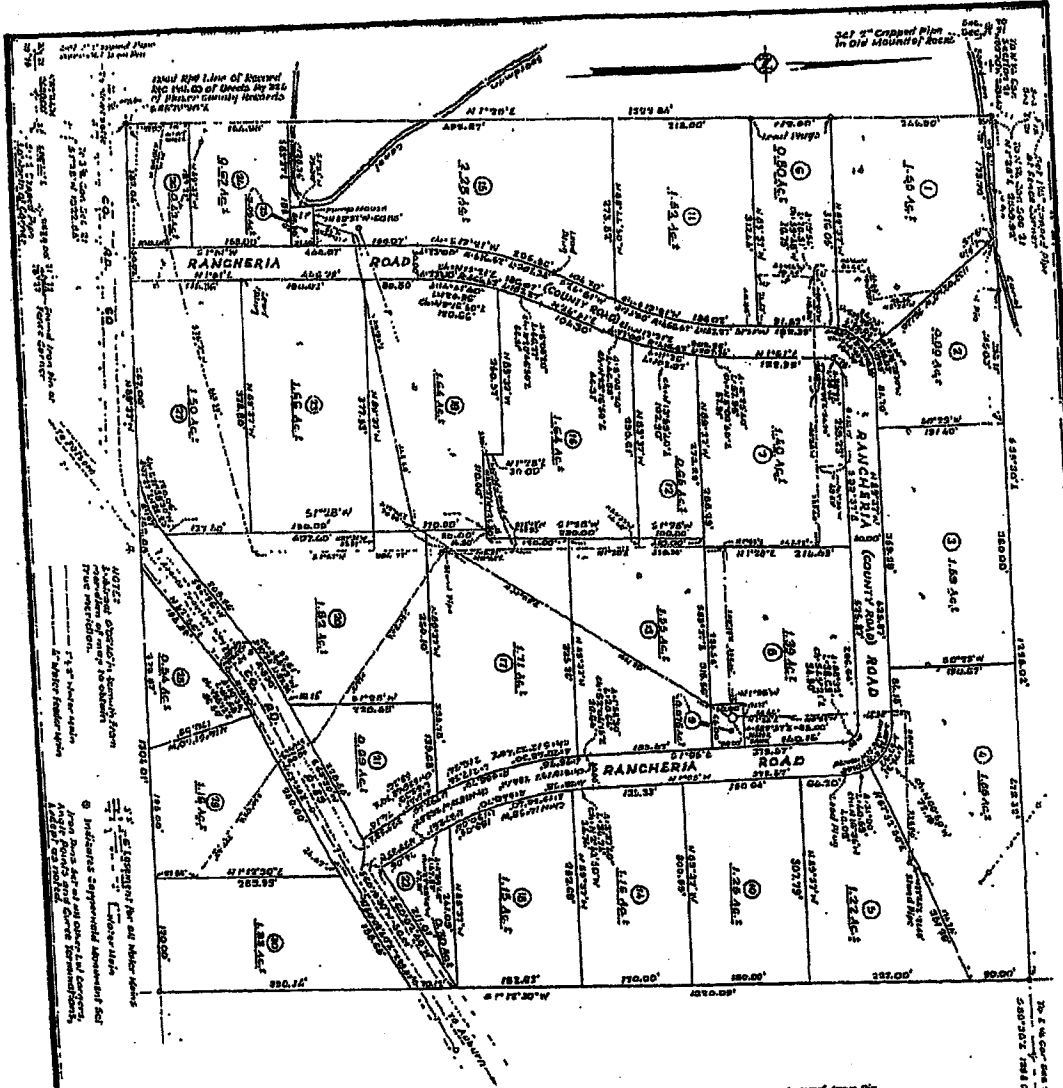
In witness whereof, I have hereunto set my hand and placed my official seal, this 5th day of May, in the said County of Sacramento, the day and year in which the foregoing facts took place.

JOHN A. DAVIES, Notary Public

(SEAL)

FILED FOR RECORD AT REC'D OF RUBE STEWART, Plaintiff, MAY 27, 1927, at 20 min. after 10 o'clock, in RECORDS OF PLACER COUNTY, CALIF. BARTON W. FERGUSON, RECORDER

1931



State of California) ss
 County of Butte) ss
 I, J. H. ...
 Sheriff of said County, do hereby certify that the above described land was purchased by the United States of America by Deeds recorded in the County of Butte, California, under the authority of the Act of Congress of the 19th of March, 1850 (Act of March 19, 1850) and the Act of June 22, 1860 (Act of June 22, 1860).
 This map is filed for public record in the County of Butte, California, for the purpose of recording and recording the same. In the event of any dispute or controversy arising out of this map, the same shall be referred to the County Clerk of Butte, California, for his determination.
 Witness my hand and the seal of said County at Butte, California, this 1st day of October, 1960.
 J. H. ...
 Sheriff of said County

Approved: _____
 County Clerk of Butte, California

Filed for record in the County of Butte, California, on the 1st day of October, 1960.
 No. 18567, Fee \$150.00
 J. H. ...
 County Clerk of Butte, California

This map represents a survey made by me or under my direction and authority in accordance with the requirements of the Act of Congress of the 19th of March, 1850 (Act of March 19, 1850) and the Act of June 22, 1860 (Act of June 22, 1860).
 J. H. ...
 Surveyor

RECORD OF SURVEY
 AUBURN INDIAN RANCHERIA
 BEING THE NW 1/4 OF SE 1/4 SECTION 21 T18N R8E M14W
 SCALE - 1"=100'
 J. W. ANDREWS L.S. 2915
 OCTOBER, 1960

15293

CITIZEN'S ACCOUNT
NO. 893 PAGE 54
PLACER COUNTY OFFICE OF THE CLERK
Walter H. Walker
OCT 2 3 35 PM 1961
15293
Clerk of Court
PLACER COUNTY
CALIFORNIA
7 6 80

ARTICLES OF ASSOCIATION
of Nonprofit Association

On this day, the undersigned parties do hereby associate themselves as a nonprofit association for the purpose of holding and managing the following described property conveyed to the association by the United States pursuant to the Act of August 18, 1958 (72 Stat. 619) and any other property acquired by the association in the future:

Parcel 15 (Park area), Parcel 26 (Church area), and the water system, consisting of pumping plant, water tank, and appurtenances, according to the record of survey, Auburn Indian Rancheria, recorded in the records of Placer County, December 21, 1950. (copy attached)

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In order to facilitate the accomplishment of the purposes of this association, we agree as follows:

1. The name of this association shall be the White Oak Ridge Association, with its principal place of business at Auburn, California.
2. Such other persons as shall become stockholders under the provisions and restrictions of these articles of association shall, while they remain owners of stock, be association and bound by these articles of association.
3. The members of the association, their successors and assigns, shall in proportion to their interest herein pay the obligations of the association. A member who is delinquent in paying any assessment levied by the association will not be entitled to vote on association business. Neglect or refusal to pay assessments may subject a member

15292

association section 10.10.11. The defendant, association of
association, or sale by the association of the land
privately-owned tract conveyed pursuant to the

shall be afforded due notice and an opportunity
his obligation to the association when the
association shall refrain from the purchase of the
association and transfer the balance of the previous owner
tract. The membership certificate in the association shall
be cancelled and a new one issued to the purchaser. The purchaser
shall be given the opportunity to redeem the property within
one year following the sale by the association. Payment of the
balance of the tract the amount paid in the sale, any assessments
subsequently levied, plus interest thereon at the rate of six
percent (6%).

association shall not be dissolved or any of its powers be
exercised by transfer of the interest of any member, death of a
member of the party, by operation of law, or by the resignation or
death of any member.

and distribute of the Auburn Ranches identified to member
in this association and to a proportionate share in the associ-
ation assets. The interest of the members shall be represented
by twenty-two (22) certificates of stock which shall be in the
following form:

VI 913 11-27

No. _____

One Share

The White Oak Ridge Association
(Nonprofit Association)

This certifies that _____ is entitled to one share of stock in The White Oak Ridge Association transferable only on the books of the association and on surrender of this certificate. The holder of such share is subject to the payment of such assessments as may be necessary, and to all the obligations and liabilities, and entitled to all the privileges of the association. No transfer of shares will be allowed if any assessment shall have been called for and at the time be unpaid.

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In witness whereof the association has caused this certificate to be issued by its President and Secretary-Treasurer this _____ day of _____.

The White Oak Ridge Association

By _____
President

Secretary-Treasurer

6. The interest of a shareholder shall be transferred, and a new certificate issued, whenever the shareholder's interest in the tract conveyed to him pursuant to the Act of August 18, 1958, supra, is transferred, either voluntarily or by operation of law, and at every subsequent transfer thereafter. The shareholders shall be liable for their proportionate assessments although they may decline to share in association benefits. A member may withdraw by turning in to the association his stock certificate and paying all assessments due.
7. Fractional shares will not be issued. If a shareholder's individually owned tract is partitioned or is transferred to more than one individual, it shall be their responsibility to designate among themselves which one will be entitled to represent them in the association. If more than one household on a tract receives water from the community water supply, the assessment for that tract may be proportionately increased.
8. An annual meeting of the shareholders shall be held at the association's principal place of business on the second Monday of January each year. Business may be transacted only if a majority in interest of the shareholders shall be represented. At such annual meeting a President and Secretary-Treasurer for the ensuing year shall be elected to serve one year or until their successors are elected and qualified.
9. The only manner in which money can be raised shall be by levy of assessments upon the shareholders. Once collected, such funds shall become association property. The consent of all the shareholders shall be required to create any other personal liability against them. All contracts entered into shall be limited to creating a liability against only the property of the association.

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10. The officers shall perform the duties usually appertaining to their respective offices including the authority to levy assessments for the payment of association obligations. Title to association property is to be taken in the name of trustees, and the President and Secretary-

association. The trustees may not manage or dispose of such property except in accordance with the terms of these articles or as directed by the members. No person shall hold office unless he be a shareholder and a transfer of his share shall operate as a resignation by him. The Secretary-Treasurer of the association shall have these articles of association and the deed from the United States conveying property to the association pursuant to the Act of August 18, 1958, supra, recorded in Placer County, State of California. He shall be adequately bonded and upon authorization of the shareholders pay out of any money in his hands the taxes and insurance premiums on the property of the association and the charges for necessary repairs and expenses thereto. He shall keep an account and record of the affairs of the association and render reports at the annual meetings.

11. Association property may be sold or otherwise conveyed by the trustees with the consent in writing or as expressed at a duly called meeting an affirmative vote of twenty (20) shares of stock. The owner of a new tract or lot may become a member of the association and be issued a share of stock representing his interest in the balance of association property.

12. The association may be dissolved by the consent in writing of the holders of twenty (20) shares of stock. At that time the association property shall be distributed to the shareholders in proportion to their interests.

VOL 802 PAGE 60

15. These articles may be amended or altered by the holders of twenty (20) shares of stock expressed by affirmative vote at an annual meeting or a special meeting called for that purpose.
In witness whereof the original associates have set their hands

Carl Mearns

Cleve Ray

Victor Williams

Joseph Wiley

Mrs Viola Murray

Ennie Jordan

Cleveland Adams

Willy Suehead

Pauline Camp

Erny Wallace

B. J. Frost

Adrian Wallace

James W. Ray

Samuel Leggett

Earl Lewis I

Myrtle Taylor

Jack I. Hancock

Walter N. Ray

Donald

John W. Hill

Walter N. Ray

Walter N. Ray

Walter N. Ray

Walter N. Ray

Signed in the presence of

Walter N. Ray

B. J. Frost

STATE OF CALIFORNIA

County of Placer

On this 2nd day of October, 1961 before me, Virginia Boling,
Belonging a Notary Public in and for Placer County, duly commis-
sioned and sworn, personally appeared W. R. Walker, known to me
to be the same person whose name is subscribed to the within instrument
as a witness thereto, who, being duly sworn, depose and said that he
resides in the City of Sacramento, County of Sacramento,
State of California, that he was present and saw Walter S. Sturkey,
known to me as Walter S. Sturkey, Sr., individually and

(personally known to him to be the persons described in and who executed
the said instrument, as parties thereto), sign and execute the
same, and that at his request, he the said affiant thereupon subscribed
his name as witness thereto.

In witness whereof, I have hereunto set my hand and affixed my
official seal at my office in the said Placer County, City of Sacramento,
the day and year of this certificate first above written.

Virginia Boling
Notary Public in and for the
County of Placer, State of California

VIRGINIA BOLING
My Commission Expires April 12, 1964

State of California

63
63
63

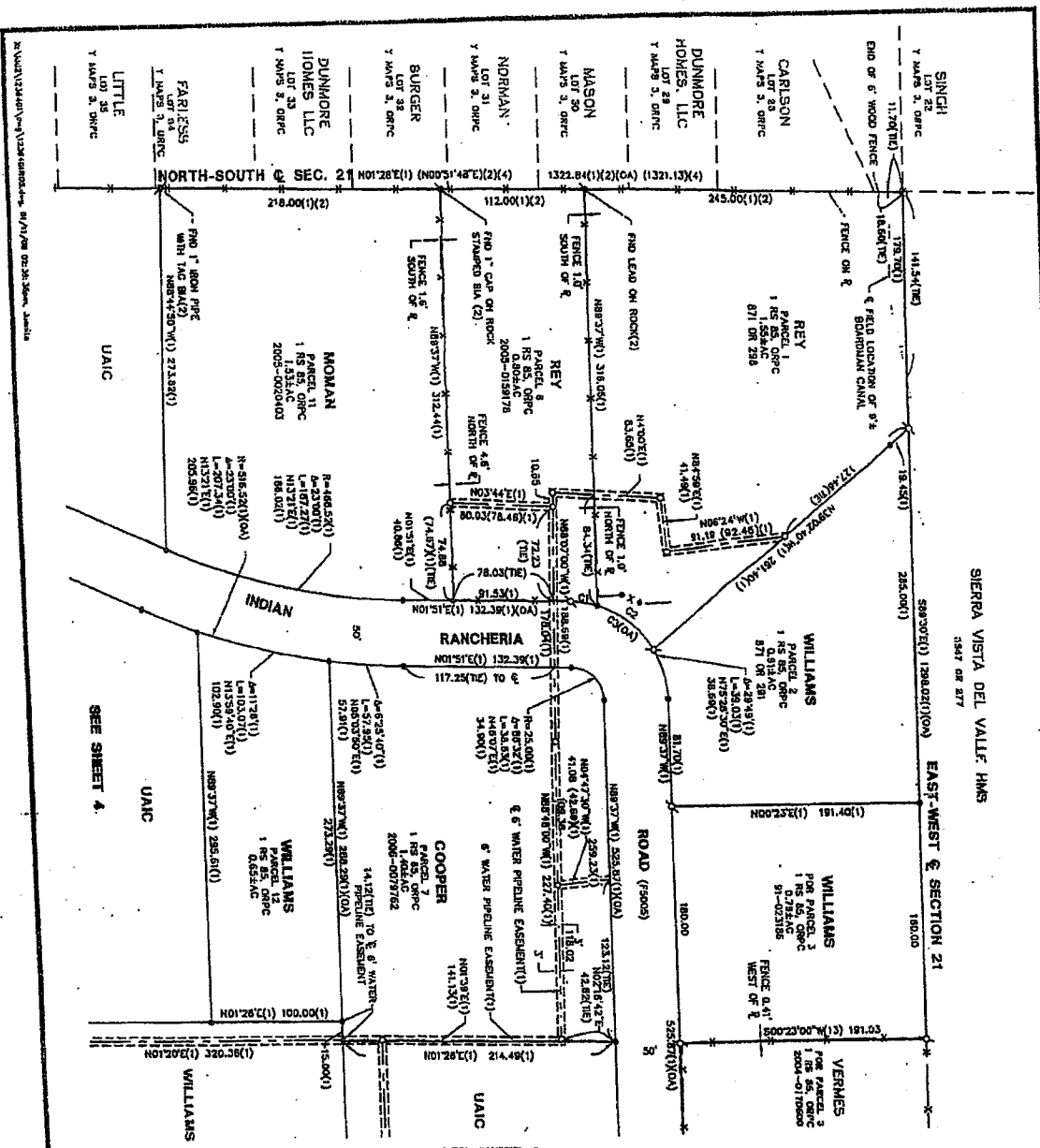
County of Placer

On this 2nd day of October, 1961, before me, Virginia Boling, Notary
Public in and for said Placer County, duly commissioned and sworn,
personally appeared W. J. Frost, known to me to be
the same person whose name is subscribed to the within instrument,
as a witness thereto, who being duly sworn, depose and said that
he resides in the County of Placer, State of
California, that he was present and saw Carl Roman, Armer Ray, Archer,
Williams, Joseph Wiley, Mrs. Viola Murray, Junice Jordan, Chewen,
Adams, Dolly Juehead, Caroline Camp, Guy Wallace, Marvin Wallace,
James W. Rey, Lawrence G. Leggett, Earl-Louis Taylor, W. V. S. S. S.,
Jack L. Starkey, Dezil R. Rey, and John W. Hill, (personally known
to him to be the persons described in and who executed the said instru-
ment, as parties thereto), sign and execute the same, and that, at
his request, he the said affiant, thereupon subscribed his name as
witness thereto.

In witness whereof, I have hereunto set my hand and affixed my
official seal at my office, in the said City of Auburn, County of
Placer, the day and year in this certificate first above written.

Virginia Boling
Notary Public in and for the
County of Placer, State of California

VIRGINIA BOLING
My Commission Expires April 12, 1964



LEGEND

QUARTER CORNER NOT LOCATED ON THIS SURVEY
 FOUND QUARTER SECTION CORNER CENTER QUARTER
 CORNER AS NOTED
 FOUND MONUMENT AS NOTED
 FOUND IRON PIN (I)
 SET 3/4" IRON PIN WITH COPPER COLLAR
 STAKE: 1.5 5589 MONUMENT FOUND NOTHING SET
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 CAVE PASS

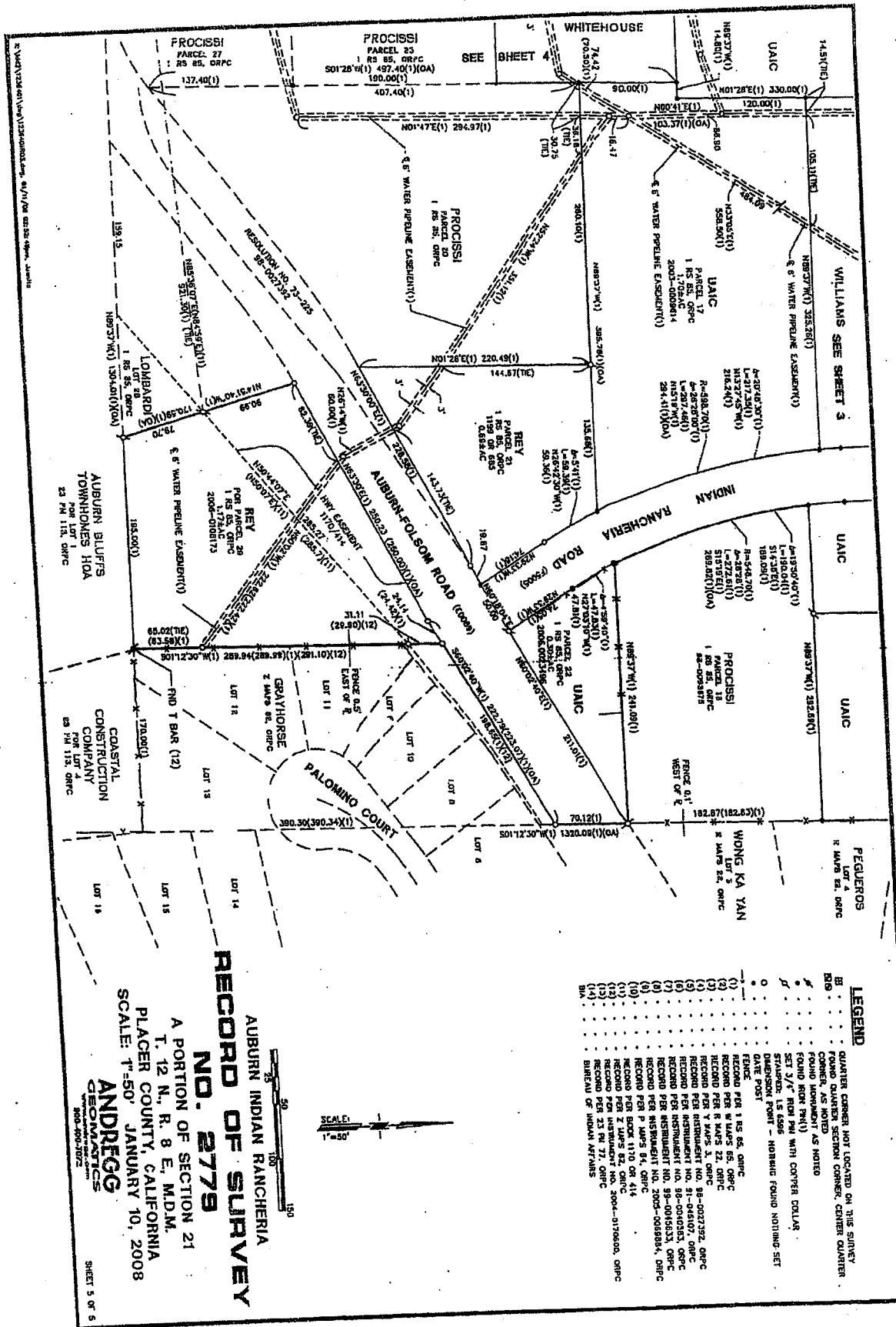
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RECORD OF SURVEY
 NO. 2779
 AUBURN INDIAN RANCHERIA
 A PORTION OF SECTION 21
 T. 12 N., R. 8 E., M.D.M.
 PLACER COUNTY, CALIFORNIA
 SCALE: 1"=50'
 JANUARY 10, 2008
ANDREGG
 GEOMATICS
 108-400-7072

SEE SHEET 3
 SEE SHEET 4

UAIIC

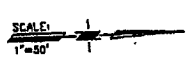




LEGEND

- QUARTER CORNER NOT LOCATED ON THIS SURVEY
- FOUND QUARTER SECTION CORNER, CENTER QUARTER
- CORNER, AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND FROM P.M. (1)
- SET 3/4" FROM P.M. WITH CORNER COLLAR
- SPARKER, 1/2" - MONUMENT FOUND NOTING SET DATE POST
- 0 FENCE
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- 2 RECORD PER 1/2 SEC. ORPC
- 3 RECORD PER 3/4 SEC. ORPC
- 4 RECORD PER 1/4 SEC. ORPC
- 5 RECORD PER 1/2 SEC. ORPC
- 6 RECORD PER 3/4 SEC. ORPC
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- 8 RECORD PER 1/2 SEC. ORPC
- 9 RECORD PER 3/4 SEC. ORPC
- 10 RECORD PER 1/4 SEC. ORPC
- 11 RECORD PER 1/2 SEC. ORPC
- 12 RECORD PER 3/4 SEC. ORPC
- 13 RECORD PER 1/4 SEC. ORPC
- 14 RECORD PER 1/2 SEC. ORPC
- 15 RECORD PER 3/4 SEC. ORPC
- 16 BUREAU OF INDIAN AFFAIRS

RECORD OF SURVEY
NO. 2779
 AUBURN INDIAN RANCHERIA
 A PORTION OF SECTION 21
 T. 12 N., R. 8 E., M.D.M.
 PLACER COUNTY, CALIFORNIA
 SCALE: 1"=50' JANUARY 10, 2008
ANDREGG
 CEMMARTICS
 500-400-0102



**RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.**

RECORDING REQUESTED BY:
STEWART TITLE OF SACRAMENTO
AND WHEN RECORDED MAIL TO:
AND UNLESS OTHERWISE SHOWN BELOW, MAIL
TAX STATEMENTS TO:

United Auburn Indian Community of the
Auburn Rancheria, a federally recognized
tribe
2001 P Street, Suite 100
Sacramento, Ca 95814

24-235622 GG



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2003-0009614

Check Number 11815 st
Tuesday, JAN 21, 2003 09:09:25
REC \$3.00 MIC \$3.00 AUT \$1.00
SBS \$0.00 DOC \$73.70
Ttl Pd \$80.70 Nbr-0000771718
rec/R2/1-1

THIS SPACE FOR RECORDER'S USE ONLY:

ESCROW NO. PW-05004295-GG
APN#040-310-006

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$73.70

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of , AND

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

DONNA KAY CAESAR, an unmarried woman, as to an undivided 50.0000 % interest and RUTH STARKEY CAESAR, an unmarried woman, as to an undivided 50.0000 % interest

hereby GRANT(s) to:

UNITED AUBURN INDIAN COMMUNITY OF THE AUBURN RANCHERIA, A FEDERALLY RECOGNIZED TRIBE

the real property in the unincorporated area, County of Placer, State of California, described as:

Being all that parcel of land situated in the Northwest quarter and Southeast quarter of Section 21, Township 12 North, Range 8 East, Mount Diablo Meridian, California, and more particularly described as; Parcel seventeen (17) as shown on the Record of Survey of the Auburn Indian Rancheria recorded in the Official Records of Placer County, California, December 21, 1960, in Book 1 of Surveys, page 85.

DATED January 13, 2003

STATE OF CALIFORNIA

COUNTY OF Placer

On January 15, 2003

before me, Elizabeth Francis

a Notary Public in and for said State, personally appeared

Donna Kay Caesar And Ruth Starkey Caesar

Donna Kay Caesar
Donna Kay Caesar

Ruth Starkey Caesar
Ruth Starkey Caesar

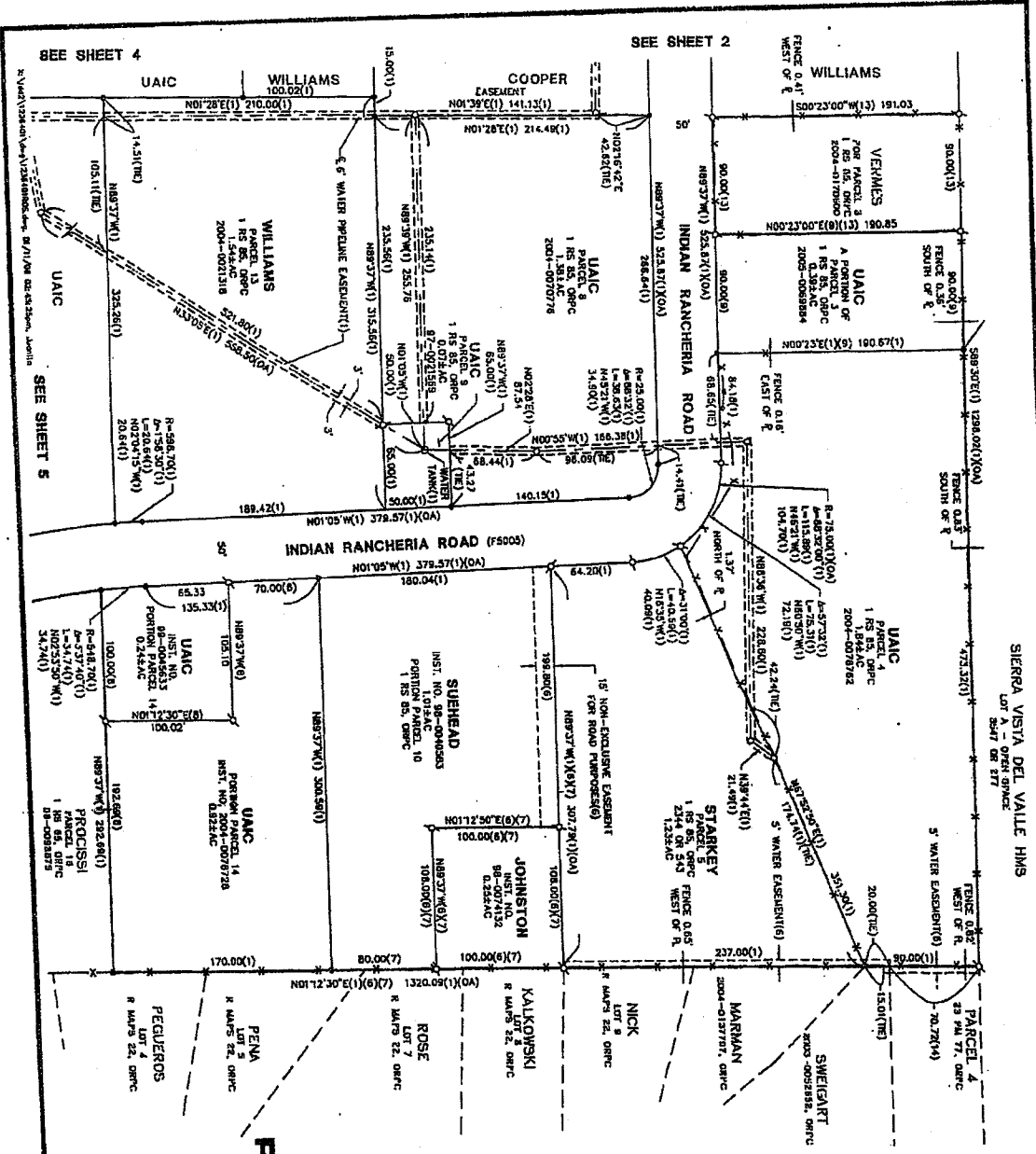
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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



(This area for official notarial seal)

Mail tax statements to:

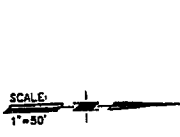


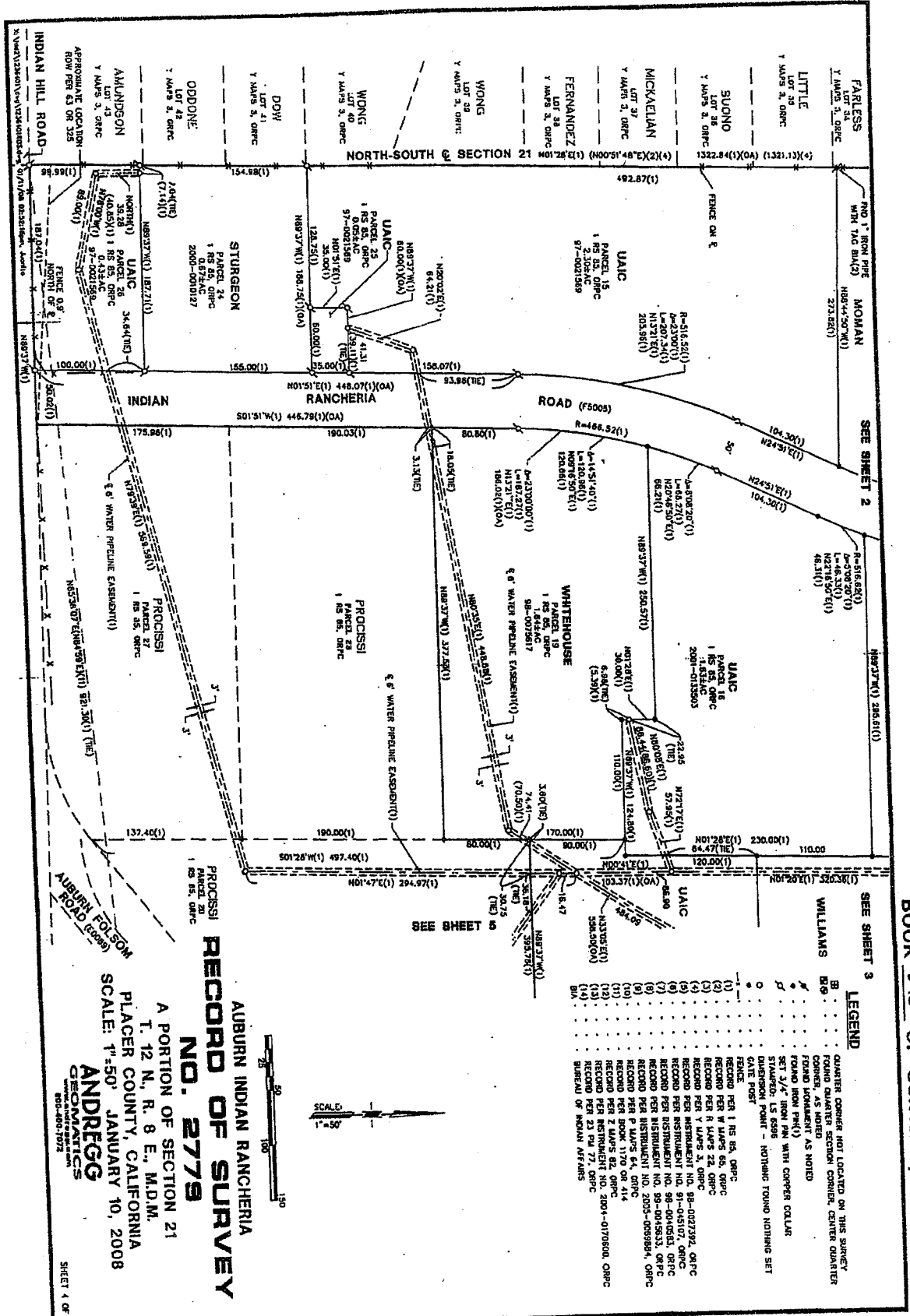
SIERRA VISTA DEL VALLE HWS
 Lot A - OPEN SPACE
 541' OF E 17'

LEGEND

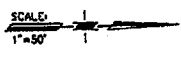
- Q QUARTER CORNER NOT LOCATED ON THIS SURVEY
- BC FOUND QUARTER SECTION CORNER, CENTER QUARTER CORNER, AS NOTED
- FC FOUND QUARTER SECTION CORNER, CENTER QUARTER CORNER, AS NOTED
- FM FOUND MARKERS AS NOTED
- W FOUND MARKERS WITH COPPER COLLAR
- SET SET MARKERS AS SHOWN
- LS 15' LASS
- DN DIRECTION POINT - NOTHING FOUND NOTHING SET
- GP GATE POST
- F FENCE
- (1) RECORD PER 1 MS. 82, 08PC
- (2) RECORD PER 1 MS. 82, 08PC
- (3) RECORD PER 1 MS. 82, 08PC
- (4) RECORD PER 1 MS. 82, 08PC
- (5) RECORD PER INSTRUMENT NO. 98-0021292, 08PC
- (6) RECORD PER INSTRUMENT NO. 91-0450171, 08PC
- (7) RECORD PER INSTRUMENT NO. 98-0045523, 08PC
- (8) RECORD PER INSTRUMENT NO. 2004-0058584, 08PC
- (9) RECORD PER 1 MS. 82, 08PC
- (10) RECORD PER 1 MS. 82, 08PC
- (11) RECORD PER 1 MS. 82, 08PC
- (12) RECORD PER INSTRUMENT NO. 2004-0170800, 08PC
- (13) RECORD PER 33' PA 77, 08PC
- (14) RECORD PER 33' PA 77, 08PC
- (15) BUREAU OF INDIAN AFFAIRS

AUBURN INDIAN RANCHERIA
RECORD OF SURVEY
NO. 2778
 A PORTION OF SECTION 21
 T. 12 N., R. 8 E., M.D.M.
 PLACER COUNTY, CALIFORNIA
 SCALE: 1"=50' JANUARY 10, 2008
ANDREGG
 GEOMATICS
 800-465-2778





AUBURN INDIAN RANCHERIA
RECORD OF SURVEY
NO. 2779
 A PORTION OF SECTION 21
 T. 12 N., R. 8 E., M.D.M.
 PLACER COUNTY, CALIFORNIA
 SCALE: 1"=50'
 JANUARY 10, 2008
ANDREGG
 GEOMATICS
 2008-001912





MIWOK
MAIDU

United Auburn Indian Community
of the Auburn Rancheria

David Keyser
Chairman

Kimberly DuBach
Vice Chair

Gene Whitehouse
Secretary

Brenda Conway
Treasurer

Calvin Moman
Council Member

RESOLUTION NO. 11-22-11-02

A RESOLUTION OF THE UNITED AUBURN INDIAN COMMUNITY TRIBAL COUNCIL TO AUTHORIZE THE SUBMISSION OF THE TITLE COMMITMENT REPORT FOR CERTAIN FEE LANDS TO THE SECRETARY OF THE INTERIOR.

WHEREAS, the United Auburn Indian Community (hereinafter the "UAIC") is a federally recognized Indian Tribe, with the inherent sovereign authority to make its own laws and be governed by them; and

WHEREAS, the UAIC Tribal Council (hereinafter the "Tribal Council") is the Tribe's governing body and pursuant to Article VIII, Section 1 of the Tribe's Constitution, is authorized to acquire, develop and regulate property on behalf of the Tribe; and

WHEREAS, the UAIC Council exercises the UAIC's sovereign authority over the lands that the United States of America currently holds in trust for the benefit of the UAIC ("Reservation"), and is utilizing those lands for the benefit of the UAIC tribal members; and

WHEREAS, the Tribal Council is authorized to request that Tribal property be conveyed into trust by the Secretary of the Interior; and

WHEREAS, the UAIC wishes to consolidate its land holdings status by transferring assessor parcels APN#040-300-015, #040-310-006 ("Central Property Fee Parcels") from fee simple status into trust property status in order to adequately meet the UAIC's future needs for cultural preservation, housing of future generations of UAIC members and other purposes; and

WHEREAS, the UAIC Council has determined that its ability to utilize the lands that it currently owns in unrestricted fee simple title to meet the current and future needs of its members would be optimized by the UAIC's ability to exercise governmental authority over the Central Property Fee Parcels, and that such authority can be exercised only if the lands are held in trust for the UAIC by the United States as part of the Reservation,

WHEREAS, the Tribal Council enacted Resolution No. 11-22-11-02 that requests that Secretary of the Interior to take said assessor parcels into trust and further authorized the Tribal Chairperson, to submit the attached supporting documentation as requested under 25 CFR § 151; and

WHEREAS, the Tribal Council further desires to submit the attached Title Commitment Report for said Fee Parcels which recognizes that several exceptions to the title will remain after the property is accepted into trust, but such exceptions will not make title of the land unmarketable.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council hereby accepts the Title Commitment Report to the Central Property Fee Parcels and finds that the exceptions to title will not interfere with the intended use of the Central Property Fee Parcels before or after they are taken into trust status by the Secretary of the Interior.
2. The Tribal Council hereby authorized the Chairperson to submit the Title Commitment Report to the Secretary of the Interior as part of the UAIC application to take the Central Property Fee Parcels into trust as required by 25 C.F.R. Part § 151.

CERTIFICATION

The foregoing resolution was adopted by a vote of 5 for, and 0 against and 0 abstentions, at a duly called meeting of the UAIC Tribal Council, at which a quorum was present, on this 22 day of November, 2011.



David Keyser, Chairperson