

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

4-11-17
04:59 PM

In the Matter of Application of Odd Fellows Sierra Recreation Association, a California corporation, and Sierra Park Water Company, Inc., a California corporation, for Certificate of Public Convenience and Necessity to Operate a Public Utility Water System near Long Barn, Tuolumne County, California and to Establish Rates for Service and For Sierra Park Water Company, Inc. to Issue Stock.

Application 13-09-023
(Filed September 20, 2013)

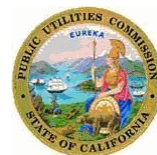
And Related Matter.

Case 12-03-017
(Filed March 14, 2012)
(CONSOLIDATED)

**DECLARATION OF WILLIAM ORDWEIN
IN SUPPORT OF RESPONSE OF SIERRA PARK WATER COMPANY
TO ADMINISTRATIVE LAW JUDGE'S RULING
TO SUPPLEMENT THE RECORD**

Dan L. Carroll
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, California 95814
Telephone: (916) 444-1000
Email: dcarroll@downeybrand.com
Attorneys for Sierra Park Water Company

April 10, 2017



FILED
4-11-17
04:59 PM

Attachment A

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 26, 2017

William Ordwein, Chief Operating Officer
Sierra Park Water Company
P. O. Box 424
Mi Wuk Village, CA 95346

Del Wallis, President
Odd Fellows Sierra Recreation Association
P. O. Box 6
Long Barn, CA 95335

Re: Advice Letter 2: Transfer of Water Service related assets by Odd Fellows Sierra Recreation Association (Odd Fellows) to Sierra Park Water Company (Water Company)

This is to inform you that the Water Division is rejecting, without prejudice, Odd Fellows and Water Company's (collectively referred to as Utility) Advice Letter (AL) Number 2, filed on December 13, 2016. If the Utility wishes to request that Odd Fellows' name be removed as a regulated utility, it must file a new Tier 2 Advice Letter after completing the transfer assets including land and easements for unfettered access to those assets as directed by Decision (D.) 16-01-047, Order No. 1.

Background

Decision 16-01-047 Order No.1 states:

"1. A certificate of Public Convenience and Necessity is conditionally granted to Sierra Park Water Company, Inc. (Water Company), provided that Odd Fellows Sierra Recreation Association (Odd Fellows) transfers to Water Company, at no expense to Water Company customers, all of the assets it used when it provided water service as an uncertificated utility in and near Long Barn, California. Odd Fellows and Water Company must file a Tier 2 Advice Letter to demonstrate the completion of the asset transfer. The assets to be transferred are as described in the Division of Water and Audit's April 5, 2015 staff Report (Attachment A to this decision) and incorporated herein."

In AL Number 2, the Utility requests that the Odd Fellows should be removed from the conditional Certificate of Public Convenience and Necessity (CPCN) that was granted in D. 16-0-047, Order Number 1 because all assets that were used for provisioning water service were transferred by Odd Fellows at no cost to the Water Company customers. A list of assets transferred, and copies of the Grant Deed that was recorded with the County Recorder of Tuolumne County on April 8, 2016 were also furnished.

Two protests to AL Number 2 were timely filed with the Water Division (WD) ^{1 2}. The Utility timely filed responses to the protests.

Protestors recommend that AL Number 2 should be rejected because: Odd Fellows did not properly transfer all required assets and legal access to those assets as ordered by the Commission; the list of assets was incomplete; exact location of distribution pipes being transferred were not provided; a Back Hoe and a Pickup truck should not have been accepted by the Water Company; and the Commission should hold hearings prior to approving AL Number 2.

(1) Assets transferred to Water Company

Protestants believe that Odd Fellows did not properly transfer all assets which are necessary for the provisioning of water service to the Water Company as required by D. 16-01-047, Order No. 1. Specifically; the Shop Block building, the Corporate Yard metal building, the Overseas Container and a fuel tank were transferred but without land or legal access to them; the list of transferred assets did not include easements for the road leading to Tank Parcel # 1 and # 2; all water mains in the distribution system were not identified individually, some water mains were omitted from the list of assets transferred as were some mains which go through private property; and, a loan by Odd Fellows using the property owned by Odd Fellows as collateral could expose the Water Company to unnecessary risks of access in the future in case of default.

In its response, the Utility states that it is not necessary to transfer land in order to have unfettered access to the assets; it will be expensive to transfer the land due to the way the parcels were originally sold to Odd Fellows; it has reached an agreement with the owners for access to water distribution mains that cross private property and the tank farms; and, since the bill of sale from Odd Fellows to the Water Company is for all water lines regardless of where they are located, there is no need to identify the location of each pipe individually. Since the location of all mains in the system is not currently available, the Utility will eventually identify all mains in its distribution system and will prepare and register permanent easement to access the assets with Tuolumne County at no cost to the Water Company customers.. Regarding access to mains located on private property, if the Water Company fails to get a property owner's permission to access lines for maintenance or repair, it will go through the condemnation process to gain access.

WD notes that D. 16-01-047, Order 1 requires Odd Fellows to transfer, at no cost to the Water Company customers, all assets required for provisioning of water services. This includes land, legal rights for unfettered access to assets that were available to Odd Fellows prior to formation of the Water Company. Further guidance in this regard is also provided in the subject Decision. ^{3 4}. Odd Fellows has not transferred title to all land on which the assets in question are located.

¹ Protest filed by Fred Coleman and Steve Wallace on December 29, 2016.

² Late filed Protest by Charles Varvayanis on January 4, 2017.

³ Decision 16-01-047, Section 4.1 in relevant part, states:

".... As determined in this decision, we can only grant a CPCN to Water Company if Odd Fellows modifies its transactions and transfers to Water Company, at no expense to Water Company's customers, all of the relevant water service related assets including land and legal rights, which were instead contemplated to be transferred to Service Company. Absent granting a CPCN to the Water Company, we would otherwise

Neither has it identified all mains in its distribution system or transferred rights for permanent unfettered access to all assets to the Water Company. Therefore, the Utility is not in compliance with D. 16-01-047, Order Number .1.

(2) *Future access to encumbered assets*

Protestants state that Odd Fellows has taken a loan against the land that it owns. In case of a default and an unfriendly owner, the Water Company could be forced to go through a costly condemnation process for gaining access to assets used to provision water services. .

In its response, the Utility states that Protestants concerns are unfounded because Odd Fellows is in the process of preparing and registering permanent easement to access the assets transferred to the Water Company with Tuolumne County. Those easements will permit the Water Company to access the properties in perpetuity and at no cost irrespective of the new owners.

WD notes that Odd Fellows has yet to complete the transaction for grant of permanent easement in perpetuity to access all assets located on the encumbered property to the Water Company. Therefore, it is not in compliance with D. 16-01-047, Order Number 1.

(3) *Transfer of land around Wells Number 1 and 2*

Protestants state that the land around Wells Number 1 and 2 that is being transferred is too small to accommodate equipment needed for necessary repairs and maintenance. They recommend that the land being transferred and easements to that land should be enlarged accordingly. .

find Odd Fellows has been and continues to be a water utility subject to this Commission's jurisdiction and we would order the transaction between the Odd Fellows with Water Company and Service Company to be voided. The transfer of all water service related assets to Water Company is necessary to make it whole and functionally viable to succeed Odd Fellows as the service provider. Placing valuable land and other related rights in the hands of the Service Company decreases the reliability of water service by Water Company, makes Water Company a weaker entity and an unreasonable successor service provider." [Emphasis added]

⁴ Decision 16-01-047, pg. 13, last paragraph in relevant part states:

"..... The Water Company would always be dependent on Service Company for access to Wells sites and tanks unless it were to purchase or condemn land as needed later. There was no interference like this when Odd Fellows was operating as an uncertificated utility; the assets necessary for water service were available and dedicated to water service. Therefore, as a condition of the CPCN, Odd Fellows or the Service Company if it owns any of these assets, must transfer to the Water Company at no expense to the water Company customers all water utility-related assets including land, water rights, and any equipment used for providing water service that Odd Fellows owns or which it assigned to Service Company at the time of forming the Service Company and Water Company. These assets were used by Odd Fellows to provide service and unless Odd Fellows wish to remain in the business, and now be regulated, all assets for water service need to be directly held by the Water Company separately from both Odd Fellows and Service Company. Odd Fellows is currently an uncertificated utility subject to Commission jurisdiction and until it complies with this directive, all transactions to Water Company and Service Company are null and void pursuant to Section 851."

The Utility believes that the land transferred at the well sites and easements are adequate to perform necessary repairs and maintenance. There is no need to change the amount of land transferred for maintenance at the two well sites.

WD believes that the land around the two Well sites and access to the same are adequate.

(4) *Transfer of Water Rights to the Water Company*

Protestants are unsure if water rights have been transferred by Odd Fellows to the Water Company. They recommend that all water rights should be transferred to the Water Company by Odd Fellows.

The Utility states that the water rights for the two wells were transferred to the Water Company by Odd Fellows.⁵

WD believes that all water rights have been properly transferred to the Water Company.

(5) *Transfer of Back Hoe and a Pickup truck to water Company*

Protestants claim that the Water Company should not accept a Back Hoe and a pickup truck from Odd Fellows because the equipment is predominantly used by the Service Company possibly without adequate compensation.

In their response, the Utility states that it was justified in accepting the equipment because the equipment is used for its operations and the Water Company receives compensation when equipment is used by the Service Company.

WD notes that accepting the Back Hoe and the pickup truck from Odd Fellows are business decisions by the Water Company. The Water Company is justified in accepting the equipment.

(6) *Evidentiary hearings prior to accepting AL Number 2*

One Protestant believes that AL Number 2 should be rejected and evidentiary hearings should be held to resolve issues related to review/effective dates and inconsistencies regarding asset transfers contained in the AL.

WD notes that filing a protest to an AL process is not the appropriate vehicle for requesting evidentiary hearings. In any case, all issues raised in the Protest have been addressed herein. There is no need to hold Evidentiary Hearings for AL Number 2.

In summary, WD finds that: Odd Fellows did not transfer all assets and unfettered access to those assets to the Water Company as ordered by Decision 16-01-047, Ordering Paragraph No. 1; easement agreements for access to assets used for provisioning water services that are located on land that has been encumbered by the Odd Fellows have not been finalized. Absent such an agreement, future access to those properties could be jeopardized in case of default by Odd Fellows; the land around Wells # 1 and # 2 and easements are adequate; water rights have been

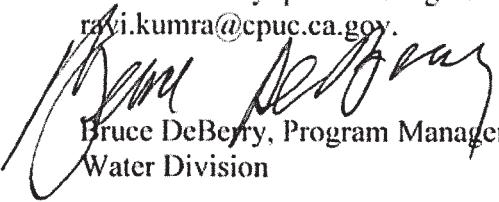
⁵ E-mail from Bill Ordwein, COO, Sierra Park Water Company to Ravi Kumra, Senior Engineer, Water Division, on January 18, 2017.

appropriately transferred to the Water Company; all mains in the distribution system have not been identified; easements to all mains going through private property have not been transferred to the Water Company; the transfer of the Back Hoe and the pickup truck is appropriate; and, a protest to an AL is not the appropriate vehicle for requesting evidentiary hearings.

Recommendations

WD recommends that AL Number 2 should be rejected without prejudice because Odd Fellows has not complied with the requirements of transferring all assets, including legal access, that are used for provisioning of water services at no cost to Water Company customers in accordance with D. 16-0-047, Order Number 1. After the Utility has complied with those requirements, it can file a Tier 2 AL to request the removal of Odd Fellows' name as a regulated utility in the Conditional CPCN issued to the Water Company.

If there are any questions regarding this letter, please contact Ravi Kumra at (415) 703-2571 or ravi.kumra@cpuc.ca.gov.


Bruce DeBerry, Program Manager
Water Division

Cc:

Rami Kahlon, Director, Water Division

Terence Shia, Program and Project Supervisor, Water Division.

Ravi Kumra, Senior Engineer, Water Division

William Ordwein, Chief Operating Officer, Sierra Park Water Company
(bill.ordwein@yahoo.com)

Del Wallis, President, Odd Fellows Sierra Recreation Association
(rosicanddel@gmail.com).

Fred Coleman and Steven Wallace (mtbunchfredann@gmail.com)

Charles Varvayanis (charles@varvayanis.com)

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of Application of Odd Fellows Sierra Recreation Association, a California corporation, and Sierra Park Water Company, Inc., a California corporation, for Certificate of Public Convenience and Necessity to Operate a Public Utility Water System near Long Barn, Tuolumne County, California and to Establish Rates for Service and For Sierra Park Water Company, Inc. to Issue Stock.

Application 13-09-023
(Filed September 20, 2013)

And Related Matter.

Case 12-03-017
(Filed March 14, 2012)
(CONSOLIDATED)

**DECLARATION OF WILLIAM ORDWEIN
IN SUPPORT OF RESPONSE OF SIERRA PARK WATER COMPANY
TO ADMINISTRATIVE LAW JUDGE’S RULING
TO SUPPLEMENT THE RECORD**

I, WILLIAM ORDWEIN, declare:

1. I am the volunteer Chief Operations Officer of Sierra Park Water Company (“Water Company”). As a resident of Sierra Park, I provide services in that role without charge in the interest of the community because the Water Company does not have a sufficient budget to support a paid person in that role. In that position, I handle various operational issues for the Water Company including customer issues as well as issues related to regulation by the California Public Utilities Commission (“Commission”). I have personal knowledge of the matters stated in this Declaration and if called upon to testify could competently do so.

2. I was involved in the filing by the Water Company of the Petition for Modification of Decision No. 16-01-047 (Decision Resolving a Complaint and Authorizing a Certificate of Public Convenience and Necessity as Modified) (“Petition”), filed on January 26, 2017. One of the pieces of property involved in that Petition is known as “the Lodge.” The Odd Fellows Sierra Recreation Association (“Association”)

built the Lodge after creating the Odd Fellows Sierra Camp, Subdivision 1 & 2 (“Sierra Park”). The Lodge has existed for over 50 years. The Lodge contains an office, a conference room, an auditorium, and a kitchen.

3. In the past, the Association provided water and maintained the roads and other property located in Sierra Park. The Association used the office located in the Lodge for storage of records for its various activities as I have described (water provision, road and property maintenance), and the rest of the Lodge was used for meetings and community gatherings such as social and family events like weddings and birthday parties. When the Water Company was created, it began using the office for storage and office functions related to provision of water. The Water Company also used the conference room for Board of Director meetings and for customer meetings. Besides that use by the Water Company, the Association, newly-formed Sierra Park Services Company, and community continued to use the Lodge for social and family events such as birthdays and weddings, as had been done for over 50 years.

4. The Water Company is the only business that needs to use the office in the Lodge, but as stated above a variety of people in the community has in the past used and continues to need to use the Lodge for other purposes. It makes sense to allow the Water Company to lease the Lodge so it can use the office, the auditorium, and the conference room when needed for meetings, while also allowing the continuing use of the lodge for community gatherings and meeting purposes, when those uses do not conflict with usage by the Water Company.

5. Attached to this Declaration as Attachment A is true and correct copy of a letter dated January 26, 2017, from Bruce De Berry, Program Manager Water Division, to Del Wallis, President of the Association, and me, rejecting Advice Letter 2 without prejudice.

6. Attached to this Declaration as Attachment B is true and correct copy of a Bill of Sale dated March 31, 2016, transferring from the Association to the Water Company the Block Building/Shop and the Corp. Yard, but not conveying the real property on which they were located.

7. On March 20, 2017, the Association conveyed to the Water Company the Block Building/Shop and the Corp. Yard. Attached to this Declaration as Attachment C

is a Conformed Copy of the Grant Deed conveying the Block Building/Shop and Corp. Yard from the Association to the Water Company, with a stamp showing it was filed and recorded in Official Records of the County of Tuolumne on March 21, 2017. The signature shown at the top of the second page of the Grant Deed after the text below the heading "CERTIFICATE OF ACCEPTANCE" is a true and correct copy of my signature, which I affixed to the Grant Deed on March 20, 2017. Exhibit "A" to the Grant Deed calls the Corp. Yard the "Storage Yard Parcel" and the Block Building/Shop the "Repair Shop Parcel."

8. On March 20, 2017, the beneficiaries of two deeds of trust dated May 12, 2016 and August 25, 2016 modified those deeds of trust in two documents, each entitled Modification of Deed of Trust (collectively referred to as "Modifications"). The Modifications release the security in the real property underlying the Block Building/Shop and Corp. Yard, so that real property has been conveyed to Water Company free of the lien created by the Deeds of Trust. Attached to this Declaration as Attachments D and E are Conformed Copies of the Modifications, each bearing a stamp showing it was filed and recorded in Official Records of the County of Tuolumne on March 21, 2017. Exhibit "A" to each of the Modifications calls the Corp. Yard the "Storage Yard Parcel" and the Block Building/Shop the "Repair Shop Parcel."

9. The Association and the Water Company have agreed upon the terms of a Lease of the Lodge to the Water Company from the Association. Attached to this Declaration at Attachment F is a true and correct copy of that Lease, which the parties will execute upon approval of the Petition.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed on April 10, 2017 in Tuolumne County, California.

/s/ William Ordwein
William Ordwein



FILED

4-11-17

04:59 PM

Attachment F

LEASE

THIS LEASE (this "Lease") is dated effective as of March 31, 2016 and entered into by and between ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation, hereinafter referred to as "Lessor", and SIERRA PARK WATER COMPANY, INC., a California corporation, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the legal owner of certain real property located within the boundary of I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 and I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 (the "Park") in Tuolumne County, California as depicted on **Exhibit "A"** hereto (the "Property"). The Property does not include the lot within the boundary of the Park owned by Lessor with an APN of 031-064-10 or any other real property outside of the boundary of the Park (as depicted on Exhibit "A"). The Property also does not include any other lots or real property owned by third parties within the boundary of the Park.

WHEREAS, there is a recreation hall/office and certain areas around such recreation hall/office on one of the parcels of the Property which has been used by Lessor, Sierra Park Services, Inc. and Lessee in the past for providing a variety of services to the lot owners of the Park, including, without limitation, the performance of business functions involved in the provision of water (the "Premises"). The Premises is approximately located as outlined in red on Exhibit "A" hereto.

WHEREAS, Lessee has been conditionally granted a Certificate of Public Convenience and Necessity by the California Public Utilities Commission ("CPUC") to operate as a regulated public water utility to provide water to the lot owners of the Park. CPUC Decision (D.)16-01-047, Order No. 1, provided that Lessor transfers to Lessee, at no expense to Lessee's customers, all of the assets Lessor used when it provided water service to the Park. Lessor has transferred to Lessee all its personal property necessary for the provision of water to the lot owners of the Park pursuant to a Bill of Sale dated March 31, 2016, deeded to Lessee certain real property on which the wells and tanks necessary for the provision of water to the lot owners of the Park, Lessor and other permitted users pursuant to a Grant Deed dated March 31, 2016, and deeded to Lessee certain real property on which a shop building and maintenance building (also known as the corporation yard) necessary for certain maintenance functions of Lessee as a water utility pursuant to a Grant Deed dated March 20, 2017.

WHEREAS, the Premises are not necessary for the direct provision of water to the lot owners of the Park but may assist with administration and operation of Lessee, and thus it would be convenient to Lessee if it were allowed to lease the Premises from Lessor for such purpose.

WHEREAS, Lessor is willing to lease the Premises to Lessee and Lessee is willing to lease the Premises from Lessor pursuant to the terms and conditions of this Lease.

WHEREAS, Lessor and Lessee agree that the terms of the Lease agreed upon herein constitute a transfer of the Premises and intend that by such Lease compliance with CPUC Decision (D.)16-01-047, Order No. 1 will occur.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereto agree as follows:

1. Lease of Premises: Lessor hereby leases to Lessee, and Lessee leases from Lessor, as herein provided, the Premises which the parties agree consists of a portion of the Property on Wheeler Road that is 75 ft. wide (along Wheeler Road) and approximately 208 ft. deep (from Wheeler Road) on which a recreation hall/office is located, as outlined in red on Exhibit "A" hereto, together with said recreation hall/office located on such portion of the Property. Lessee shall have access from Wheeler Road to the Premises.

2. Term and Right to Perpetual Renewal: The term of this Lease is ninety-nine (99) years beginning April 1, 2016 and expiring on March 31, 2115. Lessee shall have the unequivocal right perpetually and forever to renew this lease for an unlimited series of successive ninety-nine (99) year terms ("Renewal Terms"), upon providing notice to Lessor or any successor of Lessor of Lessee's exercise of its right to renew such lease no later than October 1 of the year immediately preceding the year the then-current term of this Lease would expire. For avoidance of doubt, Lessor and Lessee without reservation acknowledge, agree and declare that it is their mutual intent that Lessee possesses and shall possess the unequivocal right to perpetually renew this Lease for successive ninety-nine (99) year terms as set forth in this paragraph 2, and that by so acknowledging, agreeing and declaring, they mutually intend to agree to a lease that shall be construed by a court as granting such an unequivocal right to perpetually renew this Lease for successive ninety-nine (99) year terms as set forth in this paragraph 2, and that such right shall continue to exist forever and for all time.

3. No Rent: No rent shall be due by Lessee to Lessor for the lease of the Premises during any term of this Lease, including any and all Renewal Terms.

4. Use of Premises: Lessee agrees not to use the Premises for any purpose other than in connection with provision of water to the lot owners of the Park, Lessor and any other permitted users, and related operations and administration of Lessee necessary for such provision of water. Notwithstanding the foregoing, Lessee may permit Sierra Park Services, Inc. to use the Premises provided that Sierra Park Services, Inc. agrees to comply with all provisions of this Lease. Notwithstanding the foregoing, Lessee may also permit lot owners of the Park to use the Recreation Hall for social and other events at its discretion. Lessee shall have exclusive use of the Premises, provided however, that, upon provision of reasonable notice, Lessor may have limited use of the Recreation Hall from time to time at no cost to Lessor for social events and corporate meetings.

5. Acceptance and Surrender of Premises: Lessee hereby accepts the Premises in its current condition. Lessor makes no representations or warranties regarding the condition of the Premises or the adequacy of the Premises for Lessee's intended use of the Premises. Lessee agrees to surrender the Premises, along with all then currently existing improvements, to Lessor at the termination of this Lease. Lessee shall not remove any currently existing improvements to the Premises without the prior written consent of Lessor.

6. Insurance: Lessee shall provide, at its own cost and expense, insurance from an insurance company authorized to do business in the State of California, for public liability and

personal property damage with limits of at least ONE MILLION DOLLARS (\$1,000,000.00) for the injury to or death of any person in any one accident, happening, or event, and at least FIFTY THOUSAND DOLLARS (\$50,000.00) for damage to personal property, and shall thereafter at all times during the term of this Lease at its own expense, cause the same to be kept in full force and effect.

Said policy or policies of insurance shall name Lessor as additional insured and insure Lessee and Lessor (as additional insured) against all claims and demands of any and all persons for injury, death or property damage, resulting from, arising out of, or in any way connected with maintenance of the Premises or with the use and occupancy by Lessee of the Premises.

Lessee shall insure all improvements to the Premises from fire and casualty loss with coverage limits adequate to replace all such improvements.

7. Maintenance or Repair: Lessee shall maintain in good condition and repair the Premises and all improvements thereto. Without limiting the foregoing, Lessee shall at all times, at its own expense, maintain the roofs and the exteriors of any building on the Premises and any sidewalks or driveways which are part of the Premises as well as any landscaping located on the Premises in good condition and repair. Furthermore, Lessee shall at its own cost and expense maintain the interior of any building on the Premises, including all plumbing and electrical fixtures and equipment located therein.

8. Fire Liability Waiver: Lessee and Lessor mutually waive as against each other all claims for loss or damage to the building on the Premises and all equipment, supplies or other personal property of either party located on the Premises caused by fire, or the allied perils covered in the fire insurance policy referenced in Paragraph 6 above, whether caused by negligence or not.

9. Utilities: Lessee shall, during the term of this Lease, pay for all sewer, water, electricity, garbage disposal, telephone, and/or any other utilities or any other services solicited, hired or required for the use of the Premises by Lessee, if any.

10. Waste: Lessee shall not commit, or allow to be committed, any waste of the Premises, or nuisance, nor shall it use or allow the Premises to be used for any unlawful purpose.

11. Alterations: Lessee may, at its sole cost and expenses, make additions and alterations to the Premises. However, Lessee shall not suffer or permit any mechanic's, vendor's, laborer's, or materialman's statutory or similar liens (collectively "mechanic's liens") to be filed against the Property, nor against Lessee's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding any interest in the Premises or the Property or any part thereof through or under Lessee. If any such mechanic's lien shall be filed, Lessee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Lessee shall have the right to contest, with due diligence, the validity or amount of any such lien or claimed lien, if Lessee

shall give to Lessor security in an amount equal to one and one-half (1 1/2) times the amount of such lien or claimed lien. Subject to the foregoing provisions, if Lessee shall fail to cause such lien to be discharged within such 30-day period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings.

12. Taxes: Lessee shall pay a share of all taxes and assessments levied or assessed against the Premises, if any, and any improvements made by Lessee to the Premises, if any, as set forth in this paragraph. Lessee shall also reimburse Lessor for a share of the real estate property taxes assessed against the parcel of the Property on which the Premises are located, as set forth in this paragraph. Lessee's share shall be equal to the total area calculated as square footage of the Premises divided by the total area calculated as square footage of the parcel of the Property on which the Premises is located and the product thereof multiplied by the total applicable taxes and assessments levied and assessed against the parcel of the Property on which the Premises is located.

13. Assignment of Lease and Subletting: Lessee shall not be allowed to assign or sublease this Lease or any interest therein.

14. Holdover Tenancy: If Lessee shall for any reason holdover after the expiration of the term of this Lease or any extension thereof, such tenancy shall be construed as a tenancy from month to month only and shall be upon the same terms and conditions as herein provided.

15. Default: As used in this Paragraph, "default" means a failure of either Lessor or Lessee to observe or perform any term or covenant required to be performed by it under this Lease. If there is any default under this Lease by Lessee or Lessor, the non-defaulting party shall give thirty (30) days written notice to the defaulting party to cure such default and the defaulting party shall not be deemed to be in default of this Lease if the defaulting party commences and proceeds diligently to cure such default prior to the expiration of such thirty (30) day period (even if the time required to cure such default extends past the expiration of such thirty (30) day period), provided however, that the time to cure shall not be so extended if it would jeopardize the interest of the non-defaulting party in the Lease or subject Lessor or Lessee to any civil or criminal liabilities.

16. Default Remedies: If Lessor or Lessee defaults in the observance or performance of any term or covenant required to be performed by it under this Lease, the non-defaulting party after not less than thirty (30) days' notice to the defaulting party may terminate this Lease and seek any available relief in a court of competent jurisdiction. Notwithstanding the foregoing sentence, the non-defaulting party may, but shall not be obligated to, remedy such default and in connection therewith may pay expenses and employ counsel, provided that Lessee shall have the right to remedy such default without notice in the event of an emergency. All sums expended or obligations incurred by the non-defaulting party in connection therewith shall be paid by the defaulting party to the non-defaulting party upon demand, and if such amounts are not paid within fifteen (15) calendar days of such demand, the non-defaulting party may seek damages in any court of competent jurisdiction. Without limiting the generality of the foregoing, should

Lessee fail to make payment to any installment of taxes or insurance which it is obligated to pay under the terms of this Lease as provided herein, Lessor shall have the right to pay such sum and shall have the right to recover the amount of such advances, together with any attorney's fees and costs incurred in connection with the recovery thereof, as well as to seek any other available remedy in any court of competent jurisdiction.

17. Hazardous Substances:

(a) Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in, or from the Premises by Lessee, Lessee's agents, employees, contractors, or invitees, except as permitted by law, without obtaining Lessor's prior written consent. If Hazardous Substances are used, stored, generated, or disposed of on, in, or from the Premises except as permitted above, or if the Premises is as of the date hereof or hereinafter during the Term becomes contaminated in any manner due to use, storage, generation of, or disposal of Hazardous Substances on, in, or from the Premises by Lessee, Lessee shall indemnify and hold harmless Lessor from any and all claims, demands, actions, damages, fines, judgments, penalties, liabilities, and losses and all fees, costs, and expenses (including, but not limited to, a decrease in value of the Premises; damages caused by loss or restriction of rentable or usable space; damages caused by adverse impact on marketing of the space; all sums paid for settlement of claims; and attorney, consultant, and expert fees) arising during or after the Term, but only to the extent attributable to and arising as a result of such contamination. This indemnification includes, but is not limited to, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limiting the generality of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall obtain Lessor's prior written approval for any such remedial action. Lessee shall be subrogated to the rights of Lessor with respect to any third party liable for such contamination, and may institute action against any such third party, at Lessee's expense.

(b) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of California, or the United States government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls ("PCBs"), and petroleum products.

(c) The obligations under paragraph 17(a) above shall survive termination or expiration of this Lease.

18. Subordination: If Lessor sells the Property, any agreement for sale and any instrument conveying the Property shall specifically provide that the sale and conveyance are expressly subject to the perpetual right of renewal of successive ninety-nine (99) year terms established and agreed to in paragraph 2 of this Lease. If Lessor sells the Property, subject to the perpetual right of renewal of successive ninety-nine (99) year terms established and agreed to in

paragraph 2 of this Lease, Lessee shall attorn to and recognize the purchaser as lessor under this Lease.

19. Termination: This Lease may be terminated only upon mutual written consent of Lessor and Lessee, or upon the failure of Lessee to exercise its right of perpetual renewal agreed upon in paragraph 2, at which point it will terminate upon the expiration of the then-current ninety-nine (99) year term.

20. Attorney's Fees: In the event a party shall bring an action against the other party to enforce any of the terms, conditions or covenants hereof, then the non-prevailing party agrees to pay to the prevailing party all reasonable attorney's fees expended by the prevailing party therein, which said fees shall be fixed by the court and made a part of the judgment in any such action.

21. Successors and Assigns: This Lease and the terms, covenants and conditions hereof apply to and are binding on the heirs, successors, executors, administrators and assigns of the parties hereto.

22. Time: Time is of the essence of this Lease.

23. Remedies Cumulative; Waiver. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge, or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not any other breach, whether prior or subsequent thereto.

24. Choice of Law; Invalidation of Lease Provisions. This Lease shall be governed by and construed in accordance with the laws of the State of California that are applicable to leases made and to be performed in that state. The invalidation of one or more provisions of this Lease terms shall not affect the validity of the remaining provisions of this Lease.

25. Notices. All notices herein required shall be given in writing upon the parties at the addresses indicated on the signature page hereof. Any notice shall be deemed to have been given when personally delivered or when sent by first-class mail with postage prepaid, registered or certified mail. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

26. Memorandum of Lease. Lessor shall promptly prepare and record a memorandum of this Lease on the parcel(s) of the Property on which the Premises are located.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of March 31, 2016 at Long Barn, California.

LESSOR:

ODD FELLOWS SIERRA RECREATION
ASSOCIATION, a California corporation

By: _____
Del Wallis, President

Address: PO Box 116
Long Barn, CA 95335

LESSEE:

SIERRA PARK WATER COMPANY,
INC., a California corporation

By: _____
William Ordwein, Chief Operations
Officer

Address: PO Box 424
Mi Wuk Village, CA 95346

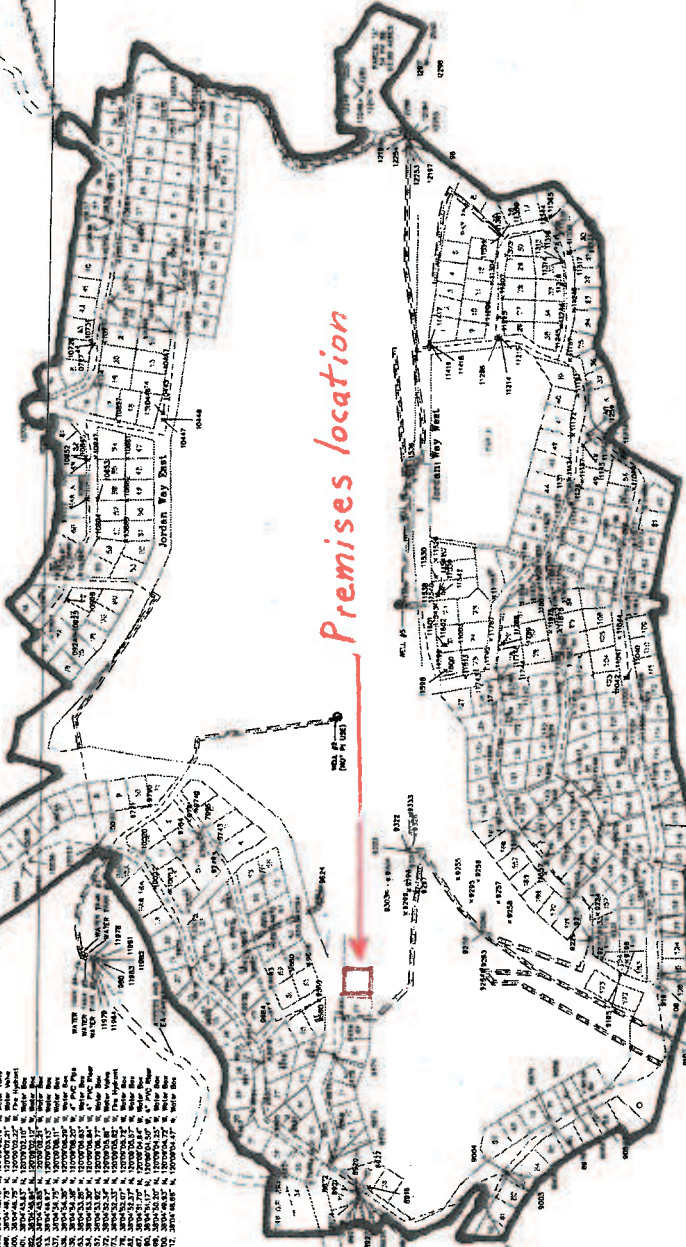
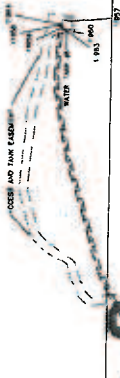
GRAPHIC SCALE
1 INCH = 100 FT.



Legend

- Approximate location of water mainline
- Approximate location of water mainline proposed to the water main line area
- Meter location (indicated by corresponding water mainline number)
- Meter location (indicated by corresponding water mainline number)
- Water System Features
- Water System Features

BOUNDARY LINE



Block	Lot	Area	Owner	Notes
Block 1	1	1.00	John Doe	...
Block 1	2	1.00	Jane Smith	...
Block 1	3	1.00	Bob Johnson	...
Block 1	4	1.00	Alice Brown	...
Block 1	5	1.00	Charlie White	...
Block 1	6	1.00	David Green	...
Block 1	7	1.00	Eve Black	...
Block 1	8	1.00	Frank Blue	...
Block 1	9	1.00	Grace Yellow	...
Block 1	10	1.00	Henry Purple	...
Block 1	11	1.00	Ivy Pink	...
Block 1	12	1.00	Jack Orange	...
Block 1	13	1.00	Karen Silver	...
Block 1	14	1.00	Leo Gold	...
Block 1	15	1.00	Mia Bronze	...
Block 1	16	1.00	Noah Copper	...
Block 1	17	1.00	Olivia Iron	...
Block 1	18	1.00	Peter Steel	...
Block 1	19	1.00	Quinn Nickel	...
Block 1	20	1.00	Rachel Zinc	...
Block 1	21	1.00	Sam Lead	...
Block 1	22	1.00	Tina Tin	...
Block 1	23	1.00	Uma Platinum	...
Block 1	24	1.00	Victor Palladium	...
Block 1	25	1.00	Wendy Silver	...
Block 1	26	1.00	Xavier Gold	...
Block 1	27	1.00	Yara Bronze	...
Block 1	28	1.00	Zoe Copper	...
Block 1	29	1.00	Adam Iron	...
Block 1	30	1.00	Bella Steel	...
Block 1	31	1.00	Carl Nickel	...
Block 1	32	1.00	Dora Zinc	...
Block 1	33	1.00	Ethan Lead	...
Block 1	34	1.00	Fiona Tin	...
Block 1	35	1.00	George Platinum	...
Block 1	36	1.00	Hannah Palladium	...
Block 1	37	1.00	Ian Silver	...
Block 1	38	1.00	Jessica Gold	...
Block 1	39	1.00	Kyle Bronze	...
Block 1	40	1.00	Laura Copper	...
Block 1	41	1.00	Michael Iron	...
Block 1	42	1.00	Nancy Steel	...
Block 1	43	1.00	Oscar Nickel	...
Block 1	44	1.00	Pamela Zinc	...
Block 1	45	1.00	Robert Lead	...
Block 1	46	1.00	Sarah Tin	...
Block 1	47	1.00	Thomas Platinum	...
Block 1	48	1.00	Uma Palladium	...
Block 1	49	1.00	Victor Silver	...
Block 1	50	1.00	Wendy Gold	...
Block 1	51	1.00	Xavier Bronze	...
Block 1	52	1.00	Yara Copper	...
Block 1	53	1.00	Zoe Iron	...
Block 1	54	1.00	Adam Steel	...
Block 1	55	1.00	Bella Nickel	...
Block 1	56	1.00	Carl Zinc	...
Block 1	57	1.00	Dora Lead	...
Block 1	58	1.00	Ethan Tin	...
Block 1	59	1.00	Fiona Platinum	...
Block 1	60	1.00	George Palladium	...
Block 1	61	1.00	Hannah Silver	...
Block 1	62	1.00	Ian Gold	...
Block 1	63	1.00	Jessica Bronze	...
Block 1	64	1.00	Kyle Copper	...
Block 1	65	1.00	Laura Iron	...
Block 1	66	1.00	Michael Steel	...
Block 1	67	1.00	Nancy Nickel	...
Block 1	68	1.00	Oscar Zinc	...
Block 1	69	1.00	Pamela Lead	...
Block 1	70	1.00	Robert Tin	...
Block 1	71	1.00	Sarah Platinum	...
Block 1	72	1.00	Thomas Palladium	...
Block 1	73	1.00	Uma Silver	...
Block 1	74	1.00	Victor Gold	...
Block 1	75	1.00	Wendy Bronze	...
Block 1	76	1.00	Xavier Copper	...
Block 1	77	1.00	Yara Iron	...
Block 1	78	1.00	Zoe Steel	...
Block 1	79	1.00	Adam Nickel	...
Block 1	80	1.00	Bella Zinc	...
Block 1	81	1.00	Carl Lead	...
Block 1	82	1.00	Dora Tin	...
Block 1	83	1.00	Ethan Platinum	...
Block 1	84	1.00	Fiona Palladium	...
Block 1	85	1.00	George Silver	...
Block 1	86	1.00	Hannah Gold	...
Block 1	87	1.00	Ian Bronze	...
Block 1	88	1.00	Jessica Copper	...
Block 1	89	1.00	Kyle Iron	...
Block 1	90	1.00	Laura Steel	...
Block 1	91	1.00	Michael Nickel	...
Block 1	92	1.00	Nancy Zinc	...
Block 1	93	1.00	Oscar Lead	...
Block 1	94	1.00	Pamela Tin	...
Block 1	95	1.00	Robert Platinum	...
Block 1	96	1.00	Sarah Palladium	...
Block 1	97	1.00	Thomas Silver	...
Block 1	98	1.00	Uma Gold	...
Block 1	99	1.00	Victor Bronze	...
Block 1	100	1.00	Wendy Copper	...

EXHIBIT 'A'

FILE NO.	100-1000	PUB.	100-1000
SHEET NO.	100-1000	DATE/ISSUE	100-1000
DRAWN BY	JW/AS/003	CHKD BY	JW/AS/003
DATE	10/10/03	JOB NO.	100-1000

Robert State
SURVEYING & ENGINEERING INC
100 South Street Street
Somerville, MA 02144
Tel: 617-888-8888



FILED
4-11-17
04:59 PM

Attachment E



Doc # 2017003047
 Page 1 of 12
 Date: 3/21/2017 01:06P
 Recording Requested By:
 DAMBACHER, TRUJILLO & ASSOC
 Filed & Recorded in Official Records
 of COUNTY OF TUOLUMNE
 KAENAN WHITMAN
 COUNTY RECORDER
 Fee: \$50.00

**RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:**

David R. March
 Barbara E. Jarvis and Richard T. Jarvis
 c/o of Del Wallis
 P.O. Box 279
 Mi Wuk, Village, CA 95346

CONFORMED COPY

Space Above This Line for Recorder's Use

Assessor's Parcel No.: portion of 031-010-11

MODIFICATION OF DEED OF TRUST

This MODIFICATION OF DEED OF TRUST (this "Modification Agreement") is entered into and effective as of this 20th day of March, 2017 (the "Modification Date"), between **ODD FELLOWS SIERRA RECREATION ASSOCIATION**, a California corporation ("Trustor"), and **DAVID R. MARCH, a married man as to an undivided 50% interest and BARBARA E. JARVIS and RICHARD T. JARVIS, wife and husband as joint tenants as to an undivided 50% interest** (collectively "Beneficiary"), and modifies that certain Deed of Trust (the "Deed of Trust") dated as of May 12, 2016 and made between Trustor and Yosemite Title Company, a California corporation, as "Trustee" for the benefit of Beneficiary which such Deed of Trust was recorded on June 7, 2016, 2016 as Document No. 2016006362, in the Official Records of Tuolumne County, State of California, and affects that certain real property in the unincorporated area of the County of Tuolumne, State of California, described on Exhibit "1" hereto (the "Property").

Recitals

- A. Trustor desires to transfer a portion of the Property legally described on Exhibit "A" hereto and depicted on Exhibits "B" and "C" hereto (the "Property to be Transferred") to **SIERRA PARK WATER COMPANY, INC.**, a California corporation ("SPWC").
- B. A transfer of the Property to be Transferred to SPWC without Beneficiary's consent is a default under the terms of the Deed of Trust.
- C. Trustor desires that Beneficiary should release it lien created by the Deed of Trust on the Property to be Transferred pursuant to the terms and condition of this Modification Agreement so that Trustor may transfer the Property to be Transferred to SPWC free and clear of the lien of the Deed of Trust.

In consideration of the representations, promises and conditions in this Modification Agreement, the parties agree as follows:

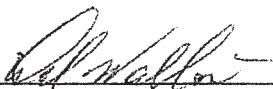
- 1. DESCRIPTION IN CHANGE IN TERMS– Subject to the receipt by Beneficiary of this Modification Agreement executed by Trustor, Beneficiary does hereby release the lien created by the Deed of Trust on the Property to be Transferred (as legally described on Exhibit "A" hereto and

depicted on Exhibits "B" and "C" hereto). Upon full execution of this Modification Agreement and the recording thereof in the Official Records of Tuolumne County, State of California, the Deed of Trust shall not be a lien on the Property to be Transferred. Trustor may thereafter transfer the Property to be Transferred to SPWC free and clear of any lien of the Deed of Trust.

2. RATIFICATION OF NOTE - All of the prior acts of Trustor, specifically inclusive of, but not limited to, all provisions of the Promissory Note referenced in the Deed of Trust (the "Note") is in all respects hereby ratified and approved, and all provisions of the Note and the Deed of Trust, as amended hereby, are in full force and effect.
3. NO NOVATION - Trustor acknowledges that this Modification Agreement is not a novation (new obligation). The Deed of Trust will remain in effect and will continue to bind Beneficiary. Trustor's rights and remedies under the Deed of Trust will not be limited, changed or impaired as a result in the change of release by Beneficiary of lien on the Property to be Transferred as described herein or by anything in this Modification Agreement or any other Loan Document amended hereby.
4. NO RELEASE - This Modification Agreement does not release Trustor from any liability to Beneficiary. This Modification Agreement only partially releases the lien of the Deed of Trust on certain real property as described herein.
5. NO OFFSETTING CLAIMS - Trustor acknowledges that none of its obligations under the Deed of Trust or Note are subject to any right of offset, defense or counterclaim of any kind.
6. NO RELIANCE - Trustor has conducted such investigation and obtained such independent legal or other advice as it has decided is necessary and has not relied upon Beneficiary or its agents, employees or attorneys in entering into this Modification Agreement.
7. LEGAL CAPACITY AND AUTHORITY - Trustor warrants to Beneficiary that it has the legal capacity to enter into this Modification Agreement and perform the obligations it creates and that it has the necessary authority to enter into this Modification Agreement.
8. FURTHER ASSURANCES AND DOCUMENTATION - Trustor will execute all other documents required by Beneficiary and comply with all other conditions Beneficiary, Trustee or the County of Tuolumne imposes.
9. MODIFICATION - This Modification Agreement may not be modified except in writing signed by the parties to be charged. It supersedes all prior written or oral understandings or negotiations concerning the subject matter of this Modification Agreement.
10. GOVERNING LAW - This Modification Agreement shall be interpreted and enforced in accordance with California law.
11. SEVERABILITY - If any of the provisions of this Modification Agreement are deemed invalid, all remaining provisions will nonetheless remain in force.
12. COUNTERPART EXECUTION - This Modification Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Modification Agreement by signing any such counterpart.

"Trustor":

ODD FELLOWS SIERRA RECREATION
ASSOCIATION,
a California corporation



By: Del Wallis
Its: President

"Beneficiary"

DAVID R. MARCH, a married man as to an undivided
50% interest

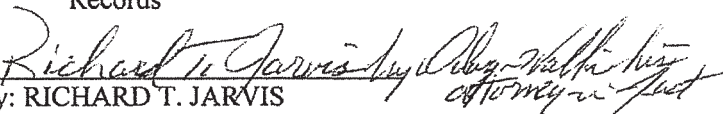


By: DAVID R. MARCH
By Del Wallis, His Attorney in Fact, as set forth
in that certain Power of Attorney-General,
recorded on March 1, 2004 as Document No.
2004003895 in Tuolumne County Official
Records

BARBARA E. JARVIS and RICHARD T. JARVIS,
wife and husband as joint tenants as to an undivided
50% interest



By: BARBARA E. JARVIS
By Delwyn Wallis, Her Attorney in Fact, as set
forth in that certain Power of Attorney-General,
recorded on May 5, 2006 as Document No.
2006007983 in Tuolumne County Official
Records



By: RICHARD T. JARVIS
By Delwyn Wallis, His Attorney in Fact, as set
forth in that certain Power of Attorney-General,
recorded on May 5, 2006 as Document No.
2006007983 in Tuolumne County Official
Records

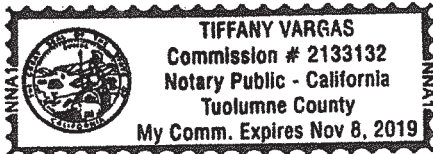
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

On March 20th, 2017, before me Tiffany Vargas, a Notary Public, personally appeared DEL WALLIS aka DELWYN WALLIS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.



Tiffany Vargas
NOTARY PUBLIC
STATE OF CALIFORNIA

EXHIBIT #1

All that certain real property in the unincorporated area of the County of Tuolumne, State of California, described as follows:

PARCEL ONE:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31 and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ and Lots 2, 3 and 4 of Section 30. All of the above described lands being situate in T. 3 N., R. 17 E., M.D.B. & M.

Excepting therefrom all that portion conveyed by deed to the State of California dated December 6, 1924, and recorded December 10, 1924 in Volume 88 of Deeds Page 24 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to E. W. Moyer dated February 28, 1929, and recorded July 26, 1929 in Volume 94 of Deeds Page 318 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Mary J. Blaine and Charles D. Blaine dated August 12, 1929, and recorded March 3, 1930 in Volume 96 of Deeds Page 59 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to State of California dated October 26, 1931, and recorded December 19, 1930 in Volume 97 of Deeds Page 419 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to John F. O'Shea et al dated July 21, 1934, and recorded October 13, 1934 in Volume 105 of Deeds Page 317 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to T. C. Armstrong et ux dated December 31, 1938, and recorded April 17, 1939 in Volume 7 of Official Records Page 170 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Bert C. Allen dated July 13, 1940, and recorded September 18, 1940 in Volume 16 of Official Records Page 33 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to E. E. Charles dated August 28, 1941, and recorded September 29, 1941 in Volume 20 of Official Records Page 376 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Bessie M. Otis and Harry N. Otis dated November 12, 1940, and recorded November 25, 1941 in Volume 20 of Official Records Page 491 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Fritz A. Raube et ux dated June 14, 1943, and recorded December 16, 1943 in Volume 24 of Official Records Page 444 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Roy A. Parks et ux dated January 31, 1944, and recorded February 8, 1944 in Volume 25 of Official Records Page 82 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to B. H. Wilcox et ux dated February 26, 1945, and recorded March 5, 1945 in Volume 30 of Official Records Page 168 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to William H. Cummings dated May 11, 1945, and recorded June 8, 1945 in Volume 30 of Official Records Page 306 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to John Coppetti dated July 31, 1943, and recorded October 17, 1947 in Volume 36 of Official Records Page 171 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Lynn L. Lawrence et ux dated March 3, 1948, and recorded January 19, 1949 in Volume 42 of Official Records Page 240 Tuolumne County Records.

Also Excepting therefrom all that portion known as Odd Fellows Sierra Camp filed for record March 8, 1950 in Volume 10 Book of Maps Page 44 to 48 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to Odd Fellows-Rebekah Youth Camp, dated December 30, 1955 and recorded February 7, 1961 in Volume 123 of Official Records Page 302 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to Walter R. Rogers et ux, dated November 15, 1960, and recorded June 5, 1961 in Volume 129 of Official Records Page 151 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to State of California, dated March 14, 1963, and recorded June 6, 1963 in Volume 156 of Official Records Page 549 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to State of California, dated August 9, 1964, and recorded September 17, 1964 in Volume 178 of Official Records Page 457 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by Deed to California Odd Fellow- Rebekah Youth Camp, a California Corporation, dated March 4, 1967 in Volume 228 of Official Records Page 99 Tuolumne County Records.

Assessor's Parcel Number 031-010-26 (a portion of), 031-010-20, 031-010-11, 031-010-02 and 027-010-35

PARCEL TWO:

Beginning at the Southwest corner of the Northwest Quarter of Section 31, Township 3 North, Range 17 East, M.D.B.&M.; thence North 1° 40' East (Mag. Var. 19° E.), 153 feet; thence North 29° 03' East 100 feet; thence North 15° 56' East 258 feet; thence North 47° 02' East 240 feet; thence North 68° 09' East 154 feet; thence North 58° 45' East 300 feet; thence North 50° 31' East 137 feet; thence North 35° 53' West 113 feet to the point of beginning of this survey; thence North 12° East 700 feet; thence South 78° East 887.1 feet; thence South 50° 42' East 600 feet; thence South 12° West 424.8 feet; thence North 78° West 1419.6 feet to the true point of beginning.

Together with that Boundary Agreement between Odd Fellows Sierra Recreation Association and Trustees of Camp Cedarbrook dated May 24, 1976, and recorded August 9, 1976 in Volume 467 of Official Records Page 586 Tuolumne County Records. The common boundary between the properties of the parties is hereby established and described on the basis of said survey as follows:

EXCEPT a strip of land 1231 feet long and 40 feet wide now used as a roadway. Said strip of land running from near the Northeast corner of said tract to a point near the Southwest corner of said Tract; and the roadway to the Sledge Mines together with the improvements.

ALSO EXCEPTING therefrom Parcel A, as shown and designated on that certain Parcel Map filed in the Office of the County Recorder of Tuolumne County, California on December 26, 2012 in Book 54 of Parcel Maps at Page 88, Tuolumne County Records.

Assessor's Parcel Number 031-010-26 (a portion of)

PARCEL THREE:

An easement for ingress and egress over, under, across and through a strip of land 30 feet wide lying 15 feet each side of the following described centerline of the existing West Jordan Way and/or Wheeler Road as now traverses from that certain real property commonly known as Camp Cedar Brook Lands Northerly through Lands Owned by the International Organization of Odd Fellows Sierra Recreation Association under Deed recorded in Volume 37 of Official Records at Page 420, Tuolumne County Records, to State Highway 108, situated in Sections 30 and 31, T.3N., R.17E., M.D.M., Tuolumne County, California, said Centerline being more fully described as follows:

Beginning at a point on the Northerly boundary of Camp Cedar Brook as delineated upon that certain Record of Survey Map filed in Book 19 of Record of Surveys at Page 28, Tuolumne County Records from which the Northeast corner thereof bears S 80° 59' 17" E 281.46 feet distant and running thence along said Centerline of West Jordan Way and Wheeler Road the following Courses: (L1) N 10° 36' 04" W 100.51 feet; (L2) N 0° 49' 58" E 521.74 feet; (L3) N 0° 32' 14" E 231.04 feet; (L4) N 8° 11' 14" W 150.54 feet; (L5) N 2° 55' 01" W 97.39 feet; (L6) N 3° 44' 29" E 197.01 feet; (L7) N 0° 47' 33" E 269.72 feet; (L8) N 2° 02' 45" W 142.11 feet; (L9) N 12° 43' 14" W 274.35 feet; (L10) N 6° 13' 51" E 63.91 feet; (L11) N 40° 03' 54" E 88.20 feet; (L12) N 52° 03' 20" E 260.42 feet to the approximate intersection of Wheeler Road; thence along the Centerline of said Wheeler Road (L13) N 41° 00' 15" E 69.32 feet; (L14) N 12° 32' 30" E 45.77 feet; (L15) N 2° 43' 36" E 760.49 feet; (L16) N 4° 30' 14" E 79.55 feet; (L17) N 10° 24' 49" E 96.05 feet; (L18) N 18° 44' 17" E 106.69 feet; (L19) N 6° 10' 47" W 60.31 feet; (L20) N 20° 19' 03" W 78.80 feet; (L21) N 11° 34' 10" W 74.30 feet; (L22) N 16° 38' 45" E 164.57 feet; (L23) N 14° 59' 59" W 246.08 feet; (L24) N 1° 45' 07" W 90.00 feet; (L25) N 8° 12' 10" E 74.89 feet; (L26) N 17° 04' 34" E 59.59 feet; (L27) N 32° 55' 49" E 51.58 feet; (L28) N 41° 08' 11" E 240.96 feet; (L29) N 26° 13' 31" E 52.95 feet; (L30) N 8° 23' 02" E 71.24 feet; (L31) N 3° 16' 00" E 75.60 feet; (L32) N 9° 24' 29" E 79.99 feet; (L33) N 28° 32' 38" E 61.61 feet; (L34) N 33° 58' 27" E 82.33 feet; (L35) N 24° 57' 58" E 56.77 feet; (L36) N 13° 12' 24" E 86.68 feet; (L37) N 7° 33' 51" E 123.73 feet; (L38) N 9° 00' 46" E 155.10 feet; (L39) N 21° 32' 54" E 187.31 feet; (L40) N 11° 55' 59" E 81.76 feet; (L41) N 63° 06' 33" W 35.10 feet; (L42) N 75° 06' 07" W 67.62 feet; (L43) S 87° 45' 20" W 86.80 feet; (L44) N 87° 29' 44" W 64.30 feet; (L45) N 84° 37' 13" W 97.89 feet; (L46) S 89° 36' 13" W 99.41 feet; (L47) S 76° 10' 46" W 67.28 feet; (L48) S 61° 32' 33" W 63.07 feet; (L49) S 53° 59' 09" W 105.30 feet; (L50) S 45° 28' 32" W 163.43 feet; (L51) S 34° 01' 37" W 72.28 feet; (L52) S 60° 40' 43" W 44.38 feet; (L53) S 81° 02' 37" W 71.71 feet; (L54) N 79° 38' 18" W 57.56 feet, more or less, to the Southeasterly Right-of-Way line of California State Highway 108.

TOGETHER WITH a perpetual right for the use of said easement to that certain real property commonly known as Camp Cedar Brook, or any portion thereof.

It is the intent of this description that ingress and egress will always be available to that certain real property commonly known as Camp Cedar Brook, or any portion thereof over the Existing West Jordan Way and/or Wheeler Road as they exist on this date (September 19, 2005) and as described above in its present location or any future physical location that may occur due to natural or unnatural causes.

(B) An easement for ingress and egress over, under, across and through a strip of land 30 feet wide lying 15 feet each side of the following described Centerline of the Existing Road entering Camp Cedar Brook West of the Main Road (West Jordan Way) as it now traverses from Camp Cedar Brook Lands Northerly through Lands Owned by the International Organization of Odd Fellows Sierra Recreation Association under Deed recorded in Volume 37 of Official Records at Page 420, Tuolumne County Records, to a point in the center of the existing Main Road, known as (West Jordan Way), situated in Section 31, T3N., R17E., M.D.M., Tuolumne County, California, said centerline being more fully described as follows:

Beginning at a point on the Northerly boundary of Camp Cedar Brook as delineated upon that certain Record of Survey Map filed in Book 19 of Record of Surveys at Page 28, Tuolumne County Records from which the Northeast corner thereof bears S 69° 10' 08" E 445.39 feet distant and running thence along said centerline of the West Road the following courses: (L55) N 21° 54' 53" E 84.02 feet; (L56) N 17° 01' 14" E 66.68 feet; (L57) N 4° 25' 13" E 103.94 feet; (L58) N 7° 51' 04" E 105.23 feet; (L59) N 19° 02' 21" E 164.45 feet, more or less to a point in the centerline of West Jordan Way from which the N.E. corner of said Camp Cedar Brook bears S 23° 33' 57" E 723.79 feet distant.

TOGETHER WITH a perpetual right for the use of said easement to that certain real property commonly known as Camp Cedar Brook, or any portion thereof.

It is the intent of this description that ingress and egress will always be available to that certain real property commonly known as Camp Cedar Brook, or any portion thereof over the Existing West Jordan Way and/or Wheeler Road as they exist on this date (September 19, 2005) and as described above in its present location or any future physical location that may occur due to natural or unnatural causes.

PARCEL FOUR:

All that certain real property described in the Patent issued by the United States of America to Odd Fellows Sierra Recreation Association dated October 14, 1977 and Recorded December 2, 1977 in Volume 515 of Official Records Page 424, Tuolumne County Records, and more particularly described as follows;

S 1/2 S 1/2 SE 1/4 NE 1/4 NW 1/4, E 1/2 SE 1/4 NW 1/4,
SE 1/4 NE 1/4 NW 1/4 SE 1/4 NW 1/4,
E 1/2, SE 1/4 NW 1/4 SE 1/4 NW 1/4,
SW 1/4 SE 1/4 NW 1/4 SE 1/4 NW 1/4,
SE 1/4 SW 1/4 NW 1/4 SE 1/4 NW 1/4,
NE 1/4 SW 1/4 SE 1/4 NW 1/4, E 1/2 NW 1/4 SW 1/4 SE 1/4 NW 1/4,
and S 1/2 SW 1/4 SE 1/4 NW 1/4, Section 30, T. 3 N., R. 17 E., M.D.B. & M.

Assessor's Parcel Number 027-010-39

EXHIBIT "A"

Storage Yard Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Storage Yard Parcel being more particularly described as follows:

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the right-of-way extension of the road commonly known as Ruth, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

Thence from a tangent which bears N.37°59'13"W., along a curve to the left having a radius of 259.02 feet, a central angle of 23°41'29", and an arc length of 107.10 feet,
Thence N.08° 33' 20" W., 71.83 feet,
Thence N.22° 47' 04" W., 162.47 feet,
Thence N.01° 19' 37" W., 109.76 feet,
Thence N.84° 19' 08" E., 87.93 feet,
Thence S.01° 58' 22" E., 220.54 feet,
Thence S.10° 58' 38" E., 116.64 feet,
Thence S.32° 20' 29" E., 81.11 feet,
Thence S 36° 38' 04" W., 5.49 feet to the **POINT OF BEGINNING**,

The above-described Storage Yard Parcel contains 23,462 square feet more or less and is shown and generally depicted on Exhibit "B" attached hereto and made a part hereof by reference,

Storage Yard Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

Repair Shop Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Repair Shop Parcel being more particularly described as follows:

EXHIBIT "A" continued on page 2 of 2

Page 1 of 2

March 14, 2017

K:\Job Folders-Letters-Spreadsheets\2011\1137.5-Sierra Water Co - CPUC\1137 Sierra Park Water Company 7C06.Docx

EXHIBIT "A" continued

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the easterly right-of-way of the road commonly known as Jordan Way, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

BEGINNING at a point within the Southwest ¼ of said Section 30, from which the south ¼ corner thereof bears S.14° 35' 22"E., 1451.20 feet,

Thence N., 02° 52' 28" E., 88.02 feet,

Thence S., 85° 00' 30" E., 44.54 feet,

Thence S., 02° 52' 28" W., 87.90 feet,

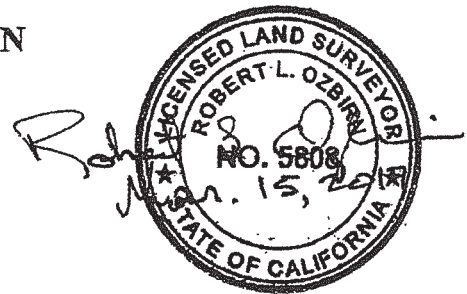
Thence N 85° 09' 08" W., 44.54 feet to the **POINT OF BEGINNING**,

The above-described Repair Shop Parcel contains 3,915 square feet more or less and is shown and generally depicted on Exhibit "C" attached hereto and made a part hereof by reference,

Repair Shop Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

The Basis of Bearings is the California Lambert Grid for Zone 3, NAD83.

END OF DESCRIPTION



JOB NO.:

1137.5

DRAWN BY:

TAH

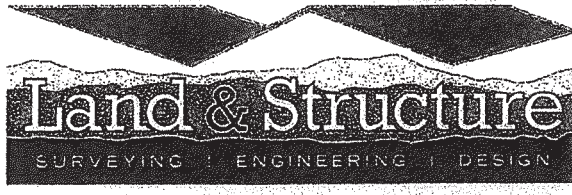


EXHIBIT "B"

DRAWING NAME:

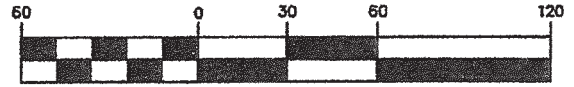
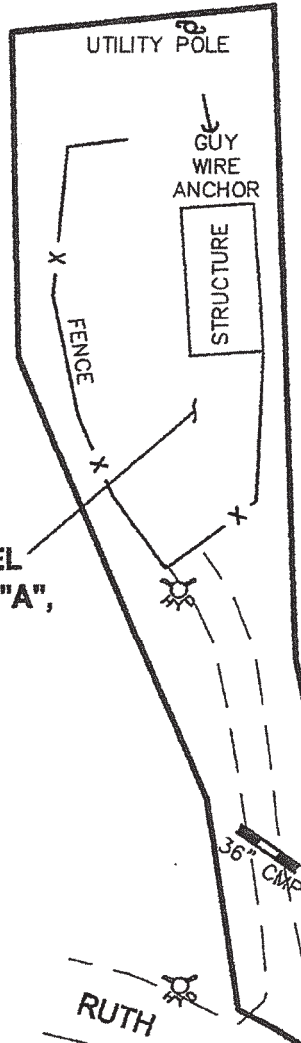
DATE:

EXHIBIT CD

03/06/2017

105 South Stewart Street Sonora, California 95370
(209) 532-5173

**STORAGE YARD PARCEL
DESCRIBED IN EXHIBIT "A",
±23,462 SQUARE FEET**

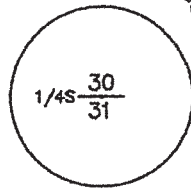


(IN FEET)
1 inch = 60 ft.

POINT OF BEGINNING EXHIBIT "A"

**TIE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
S29° 03' 34" E 1663.17' (M)**

**FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.**



JOB NO.:

DRAWN BY:

1137.5

TAH

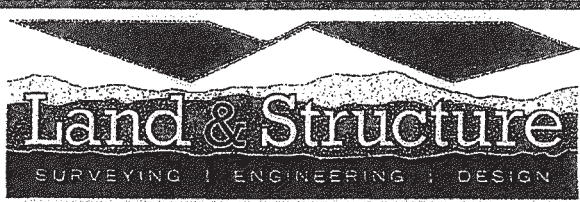


EXHIBIT "C"

DRAWING NAME: DATE:

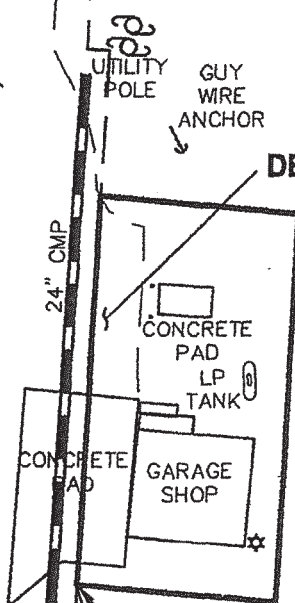
EXHIBIT CD 03/14/2017

105 South Stewart Street Sonora, California 95370
(209) 532-5173



(IN FEET)
1 inch = 40 ft.

WHEELER ROAD
(JORDAN WAY)



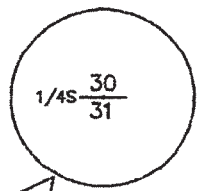
**REPAIR SHOP PARCEL
DESCRIBED IN EXHIBIT "A",
±3,915 SQUARE FEET**

OLD JORDAN WAY

POINT OF BEGINNING EXHIBIT "A"

**S14° 35' 22" E (M) 1451.20 (M)
TIE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
TO SOUTH 1/4 OF SEC. 30**

UTILITY POLE



**FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.**



FILED
4-11-17
04:59 PM

Attachment D



Doc # 2017003046
 Page 1 of 12
 Date: 3/21/2017 01:06P
 Recording Requested By:
 DAMBACHER, TRUJILLO & ASSOC
 Filed & Recorded in Official Records
 of COUNTY OF TUOLUMNE
 KAENAN WHITMAN
 COUNTY RECORDER
 Fee: \$50.00

**RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:**

David R. March
 Barbara E. Jarvis and Richard T. Jarvis
 c/o of Del Wallis
 P.O. Box 279
 Mi Wuk, Village, CA 95346

CONFORMED COPY

Space Above This Line for Recorder's Use

Assessor's Parcel No.: portion of 031-010-11

MODIFICATION OF DEED OF TRUST

This MODIFICATION OF DEED OF TRUST (this "Modification Agreement") is entered into and effective as of this 20th day of March, 2017 (the "Modification Date"), between ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation ("Trustor"), and DAVID R. MARCH, a married man as to an undivided 50% interest and BARBARA E. JARVIS and RICHARD T. JARVIS, wife and husband as joint tenants as to an undivided 50% interest (collectively "Beneficiary"), and modifies that certain Deed of Trust (the "Deed of Trust") dated as of August 25, 2016 and made between Trustor and Yosemite Title Company, a California corporation, as "Trustee" for the benefit of Beneficiary which such Deed of Trust was recorded on September 6, 2016 as Document No. 2016010265, in the Official Records of Tuolumne County, State of California, and affects that certain real property in the unincorporated area of the County of Tuolumne, State of California, described on Exhibit "1" hereto (the "Property").

Recitals

- A. Trustor desires to transfer a portion of the Property legally described on Exhibit "A" hereto and depicted on Exhibits "B" and "C" hereto (the "Property to be Transferred") to SIERRA PARK WATER COMPANY, INC., a California corporation ("SPWC").
- B. A transfer of the Property to be Transferred to SPWC without Beneficiary's consent is a default under the terms of the Deed of Trust.
- C. Trustor desires that Beneficiary should release it lien created by the Deed of Trust on the Property to be Transferred pursuant to the terms and condition of this Modification Agreement so that Trustor may transfer the Property to be Transferred to SPWC free and clear of the lien of the Deed of Trust.

In consideration of the representations, promises and conditions in this Modification Agreement, the parties agree as follows:

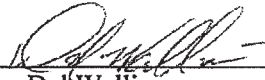
- 1. DESCRIPTION IN CHANGE IN TERMS— Subject to the receipt by Beneficiary of this Modification Agreement executed by Trustor, Beneficiary does hereby release the lien created by the Deed of Trust on the Property to be Transferred (as legally described on Exhibit "A" hereto and

depicted on Exhibits “B” and “C” hereto). Upon full execution of this Modification Agreement and the recording thereof in the Official Records of Tuolumne County, State of California, the Deed of Trust shall not be a lien on the Property to be Transferred. Trustor may thereafter transfer the Property to be Transferred to SPWC free and clear of any lien of the Deed of Trust.

2. RATIFICATION OF NOTE - All of the prior acts of Trustor, specifically inclusive of, but not limited to, all provisions of the Promissory Note referenced in the Deed of Trust (the “Note”) is in all respects hereby ratified and approved, and all provisions of the Note and the Deed of Trust, as amended hereby, are in full force and effect.
3. NO NOVATION - Trustor acknowledges that this Modification Agreement is not a novation (new obligation). The Deed of Trust will remain in effect and will continue to bind Beneficiary. Trustor’s rights and remedies under the Deed of Trust will not be limited, changed or impaired as a result in the change of release by Beneficiary of lien on the Property to be Transferred as described herein or by anything in this Modification Agreement or any other Loan Document amended hereby.
4. NO RELEASE - This Modification Agreement does not release Trustor from any liability to Beneficiary. This Modification Agreement only partially releases the lien of the Deed of Trust on certain real property as described herein.
5. NO OFFSETTING CLAIMS – Trustor acknowledges that none of its obligations under the Deed of Trust or Note are subject to any right of offset, defense or counterclaim of any kind.
6. NO RELIANCE – Trustor has conducted such investigation and obtained such independent legal or other advice as it has decided is necessary and has not relied upon Beneficiary or its agents, employees or attorneys in entering into this Modification Agreement.
7. LEGAL CAPACITY AND AUTHORITY - Trustor warrants to Beneficiary that it has the legal capacity to enter into this Modification Agreement and perform the obligations it creates and that it has the necessary authority to enter into this Modification Agreement.
8. FURTHER ASSURANCES AND DOCUMENTATION – Trustor will execute all other documents required by Beneficiary and comply with all other conditions Beneficiary, Trustee or the County of Tuolumne imposes.
9. MODIFICATION – This Modification Agreement may not be modified except in writing signed by the parties to be charged. It supersedes all prior written or oral understandings or negotiations concerning the subject matter of this Modification Agreement.
10. GOVERNING LAW - This Modification Agreement shall be interpreted and enforced in accordance with California law.
11. SEVERABILITY – If any of the provisions of this Modification Agreement are deemed invalid, all remaining provisions will nonetheless remain in force.
12. COUNTERPART EXECUTION - This Modification Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Modification Agreement by signing any such counterpart.

"Trustor":

ODD FELLOWS SIERRA RECREATION
ASSOCIATION,
a California corporation


By: Del Wallis
Its: President

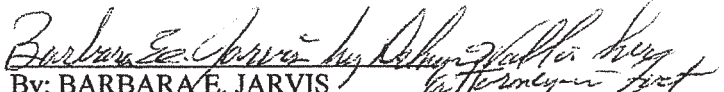
"Beneficiary"

DAVID R. MARCH, a married man as to an undivided
50% interest


By: DAVID R. MARCH

By Del Wallis, His Attorney in Fact, as set forth
in that certain Power of Attorney-General,
recorded on March 1, 2004 as Document No.
2004003895 in Tuolumne County Official
Records

BARBARA E. JARVIS and RICHARD T. JARVIS,
wife and husband as joint tenants as to an undivided
50% interest


By: BARBARA E. JARVIS

By Delwyn Wallis, Her Attorney in Fact, as set
forth in that certain Power of Attorney-General,
recorded on May 5, 2006 as Document No.
2006007983 in Tuolumne County Official
Records


By: RICHARD T. JARVIS

By Delwyn Wallis, His Attorney in Fact, as set
forth in that certain Power of Attorney-General,
recorded on May 5, 2006 as Document No.
2006007983 in Tuolumne County Official
Records

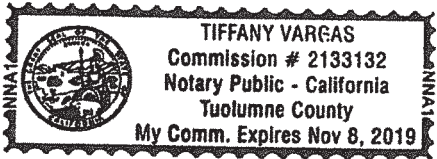
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

On March 20th, 2017, before me Tiffany Vargas, a Notary Public, personally appeared DEL WALLIS aka DELWYN WALLIS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.



Tiffany Vargas
NOTARY PUBLIC
STATE OF CALIFORNIA

EXHIBIT 11

All that certain real property in the unincorporated area of the County of Tuolumne, State of California, described as follows:

PARCEL ONE:

The SW ¼ of the NE ¼ and the S ½ of the NW ¼ and the NW ¼ of the SW ¼ and the NE ¼ of the NW ¼ and the N ½ of the NE ¼ and the SE ¼ of the NE ¼ of Section 31 and the E ½ of the SW ¼ and the SE ¼ and Lots 2, 3 and 4 of Section 30. All of the above described lands being situate in T. 3 N., R. 17 E., M.D.B. & M.

Excepting therefrom all that portion conveyed by deed to the State of California dated December 6, 1924, and recorded December 10, 1924 in Volume 88 of Deeds Page 24 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to E. W. Moyer dated February 28, 1929, and recorded July 26, 1929 in Volume 94 of Deeds Page 318 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Mary J. Blaine and Charles D. Blaine dated August 12, 1929, and recorded March 3, 1930 in Volume 96 of Deeds Page 59 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to State of California dated October 26, 1931, and recorded December 19, 1930 in Volume 97 of Deeds Page 419 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to John F. O'Shea et al dated July 21, 1934, and recorded October 13, 1934 in Volume 105 of Deeds Page 317 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to T. C. Armstrong et ux dated December 31, 1938, and recorded April 17, 1939 in Volume 7 of Official Records Page 170 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Bert C. Allen dated July 13, 1940, and recorded September 18, 1940 in Volume 16 of Official Records Page 33 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to E. E. Charles dated August 28, 1941, and recorded September 29, 1941 in Volume 20 of Official Records Page 376 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Bessie M Otis and Harry N. Otis dated November 12, 1940, and recorded November 25, 1941 in Volume 20 of Official Records Page 491 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Fritz A. Raube et ux dated June 14, 1943, and recorded December 16, 1943 in Volume 24 of Official Records Page 444 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Roy A. Parks et ux dated January 31, 1944, and recorded February 8, 1944 in Volume 25 of Official Records Page 82 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to B. H. Wilcox et ux dated February 26, 1945, and recorded March 5, 1945 in Volume 30 of Official Records Page 168 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to William H. Cummings dated May 11, 1945, and recorded June 8, 1945 in Volume 30 of Official Records Page 306 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to John Coppetti dated July 31, 1943, and recorded October 17, 1947 in Volume 36 of Official Records Page 171 Tuolumne Country Records.

Also Excepting therefrom all that portion conveyed by deed to Lynn L. Lawrence et ux dated March 3, 1948, and recorded January 19, 1949 in Volume 42 of Official Records Page 240 Tuolumne County Records.

Also Excepting therefrom all that portion known as Odd Fellows Sierra Camp filed for record March 8, 1950 in Volume 10 Book of Maps Page 44 to 48 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to Odd Fellows-Rebekah Youth Camp, dated December 30, 195 and recorded February 7, 1961 in Volume 123 of Official Records Page 302 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to Walter R. Rogers et ux, dated November 15, 1960, and recorded June 5, 1961 in Volume 129 of Official Records Page 151 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to State of California, dated March 14, 1963, and recorded June 6, 1963 in Volume 156 of Official Records Page 549 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by deed to State of California, dated August 9, 1964, and recorded September 17, 1964 in Volume 178 of Official Records Page 457 Tuolumne County Records.

Also Excepting therefrom all that portion conveyed by Deed to California Odd Fellow- Rebekah Youth Camp, a California Corporation, dated March 4, 1967 in Volume 228 of Official Records Page 99 Tuolumne County Records.

Assessor's Parcel Number 031-010-26 (a portion of), 031-010-20, 031-010-11, 031-010-02 and 027-010-35

PARCEL TWO:

Beginning at the Southwest corner of the Northwest Quarter of Section 31, Township 3 North, Range 17 East, M.D.B.&M.; thence North 1° 40' East (Mag. Var. 19° E.), 153 feet; thence North 29° 03' East 100 feet; thence North 15° 56' East 258 feet; thence North 47° 02' East 240 feet; thence North 68° 09' East 154 feet; thence North 58° 45' East 300 feet; thence North 50° 31' East 137 feet; thence North 35° 53' West 113 feet to the point of beginning of this survey; thence North 12° East 700 feet; thence South 78° East 887.1 feet; thence South 50° 42' East 600 feet; thence South 12° West 424.8 feet; thence North 78° West 1419.6 feet to the true point of beginning.

Together with that Boundary Agreement between Odd Fellows Sierra Recreation Association and Trustees of Camp Cedarbrook dated May 24, 1976, and recorded August 9, 1976 in Volume 467 of Official Records Page 586 Tuolumne County Records. The common boundary between the properties of the parties is hereby established and described on the basis of said survey as follows:

EXCEPT a strip of land 1231 feet long and 40 feet wide now used as a roadway. Said strip of land running from near the Northeast corner of said tract to a point near the Southwest corner of said Tract; and the roadway to the Sledge Mines together with the improvements.

ALSO EXCEPTING therefrom Parcel A, as shown and designated on that certain Parcel Map filed in the Office of the County Recorder of Tuolumne County, California on December 26, 2012 in Book 54 of Parcel Maps at Page 88, Tuolumne County Records.

Assessor's Parcel Number 031-010-26 (a portion of)

PARCEL THREE:

An easement for ingress and egress over, under, across and through a strip of land 30 feet wide lying 15 feet each side of the following described centerline of the existing West Jordan Way and/or Wheeler Road as now traverses from that certain real property commonly known as Camp Cedar Brook Lands Northerly through Lands Owned by the International Organization of Odd Fellows Sierra Recreation Association under Deed recorded in Volume 37 of Official Records at Page 420, Tuolumne County Records, to State Highway 108, situated in Sections 30 and 31, T.3N., R.17E., M.D.M., Tuolumne County, California, said Centerline being more fully described as follows:

Beginning at a point on the Northerly boundary of Camp Cedar Brook as delineated upon that certain Record of Survey Map filed in Book 19 of Record of Surveys at Page 28, Tuolumne County Records from which the Northeast corner thereof bears S 80° 59' 17" E 281.46 feet distant and running thence along said Centerline of West Jordan Way and Wheeler Road the following Courses: (L1) N 10° 36' 04" W 100.51 feet; (L2) N 0° 49' 58" E 521.74 feet; (L3) N 0° 32' 14" E 231.04 feet; (L4) N 8° 11' 14" W 150.54 feet; (L5) N 2° 55' 01" W 97.39 feet; (L6) N 3° 44' 29" E 197.01 feet; (L7) N 0° 47' 33" E 269.72 feet; (L8) N 2° 02' 45" W 142.11 feet; (L9) N 12° 43' 14" W 274.35 feet; (L10) N 6° 13' 51" E 63.91 feet; (L11) N 40° 03' 54" E 88.20 feet; (L12) N 52° 03' 20" E 260.42 feet to the approximate intersection of Wheeler Road; thence along the Centerline of said Wheeler Road (L13) N 41° 00' 15" E 69.32 feet; (L14) N 12° 32' 30" E 45.77 feet; (L15) N 2° 43' 36" E 760.49 feet; (L16) N 4° 30' 14" E 79.55 feet; (L17) N 10° 24' 49" E 96.05 feet; (L18) N 18° 44' 17" E 106.69 feet; (L19) N 6° 10' 47" W 60.31 feet; (L20) N 20° 19' 03" W 78.80 feet; (L21) N 11° 34' 10" W 74.30 feet; (L22) N 16° 38' 45" E 164.57 feet; (L23) N 14° 59' 59" W 246.08 feet; (L24) N 1° 45' 07" W 90.00 feet; (L25) N 8° 12' 10" E 74.89 feet; (L26) N 17° 04' 34" E 59.59 feet; (L27) N 32° 55' 49" E 51.58 feet; (L28) N 41° 08' 11" E 240.96 feet; (L29) N 26° 13' 31" E 52.95 feet; (L30) N 8° 23' 02" E 71.24 feet; (L31) N 3° 16' 00" E 75.60 feet; (L32) N 9° 24' 29" E 79.99 feet; (L33) N 28° 32' 38" E 61.61 feet; (L34) N 33° 58' 27" E 82.33 feet; (L35) N 24° 57' 58" E 56.77 feet; (L36) N 13° 12' 24" E 86.68 feet; (L37) N 7° 33' 51" E 123.73 feet; (L38) N 9° 00' 46" E 155.10 feet; (L39) N 21° 32' 54" E 187.31 feet; (L40) N 11° 55' 59" E 81.76 feet; (L41) N 63° 06' 33" W 35.10 feet; (L42) N 75° 06' 07" W 67.62 feet; (L43) S 87° 45' 20" W 86.80 feet; (L44) N 87° 29' 44" W 64.30 feet; (L45) N 84° 37' 13" W 97.89 feet; (L46) S 89° 36' 13" W 99.41 feet; (L47) S 76° 10' 46" W 67.28 feet; (L48) S 61° 32' 33" W 63.07 feet; (L49) S 53° 59' 09" W 105.30 feet; (L50) S 45° 28' 32" W 163.43 feet; (L51) S 34° 01' 37" W 72.28 feet; (L52) S 60° 40' 43" W 44.38 feet; (L53) S 81° 02' 37" W 71.71 feet; (L54) N 79° 38' 18" W 57.56 feet, more or less, to the Southeasterly Right-of-Way line of California State Highway 108.

TOGETHER WITH a perpetual right for the use of said easement to that certain real property commonly known as Camp Cedar Brook, or any portion thereof.

It is the intent of this description that ingress and egress will always be available to that certain real property commonly known as Camp Cedar Brook, or any portion thereof over the Existing West Jordan Way and/or Wheeler Road as they exist on this date (September 19, 2005) and as described above in its present location or any future physical location that may occur due to natural or unnatural causes.

(B) An easement for ingress and egress over, under, across and through a strip of land 30 feet wide lying 15 feet each side of the following described Centerline of the Existing Road entering Camp Cedar Brook West of the Main Road (West Jordan Way) as it now traverses from Camp Cedar Brook Lands Northerly through Lands Owned by the International Organization of Odd Fellows Sierra Recreation Association under Deed recorded in Volume 37 of Official Records at Page 420, Tuolumne County Records, to a point in the center of the existing Main Road, known as (West Jordan Way), situated in Section 31, T3N., R17E., M.D.M., Tuolumne County, California, said centerline being more fully described as follows:

Beginning at a point on the Northerly boundary of Camp Cedar Brook as delineated upon that certain Record of Survey Map filed in Book 19 of Record of Surveys at Page 28, Tuolumne County Records from which the Northeast corner thereof bears S 69° 10' 08" E 445.39 feet distant and running thence along said centerline of the West Road the following courses: (L55) N 21° 54' 53" E 84.02 feet; (L56) N 17° 01' 14" E 66.68 feet; (L57) N 4° 25' 13" E 103.94 feet; (L58) N 7° 51' 04" E 105.23 feet; (L59) N 19° 02' 21" E 164.45 feet, more or less to a point in the centerline of West Jordan Way from which the N.E. corner of said Camp Cedar Brook bears S 23° 33' 57" E 723.79 feet distant.

TOGETHER WITH a perpetual right for the use of said easement to that certain real property commonly known as Camp Cedar Brook, or any portion thereof.

It is the intent of this description that ingress and egress will always be available to that certain real property commonly known as Camp Cedar Brook, or any portion thereof over the Existing West Jordan Way and/or Wheeler Road as they exist on this date (September 19, 2005) and as described above in its present location or any future physical location that may occur due to natural or unnatural causes.

PARCEL FOUR:

All that certain real property described in the Patent issued by the United States of America to Odd Fellows Sierra Recreation Association dated October 14, 1977 and Recorded December 2, 1977 in Volume 515 of Official Records Page 424, Tuolumne County Records, and more particularly described as follows;

S 1/2 S 1/2 SE 1/4 NE 1/4 NW 1/4, E 1/2 SE 1/4 NW 1/4,
SE 1/4 NE 1/4 NW 1/4 SE 1/4 NW 1/4,
E 1/2, SE 1/4 NW 1/4 SE 1/4 NW 1/4,
SW 1/4 SE 1/4 NW 1/4 SE 1/4 NW 1/4,
SE 1/4 SW 1/4 NW 1/4 SE 1/4 NW 1/4,
NE 1/4 SW 1/4 SE 1/4 NW 1/4, E 1/2 NW 1/4 SW 1/4 SE 1/4 NW 1/4,
and S 1/2 SW 1/4 SE 1/4 NW 1/4, Section 30, T. 3 N., R. 17 E., M.D.B. & M.

Assessor's Parcel Number 027-010-39

EXHIBIT "A"

Storage Yard Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Storage Yard Parcel being more particularly described as follows:

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the right-of-way extension of the road commonly known as Ruth, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

Thence from a tangent which bears N.37°59'13"W., along a curve to the left having a radius of 259.02 feet, a central angle of 23°41'29", and an arc length of 107.10 feet,
Thence N.08° 33' 20" W., 71.83 feet,
Thence N.22° 47' 04" W., 162.47 feet,
Thence N.01° 19' 37" W., 109.76 feet,
Thence N.84° 19' 08" E., 87.93 feet,
Thence S.01° 58' 22" E., 220.54 feet,
Thence S.10° 58' 38" E., 116.64 feet,
Thence S.32° 20' 29" E., 81.11 feet,
Thence S 36° 38' 04" W., 5.49 feet to the **POINT OF BEGINNING**,

The above-described Storage Yard Parcel contains 23,462 square feet more or less and is shown and generally depicted on Exhibit "B" attached hereto and made a part hereof by reference,

Storage Yard Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

Repair Shop Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Repair Shop Parcel being more particularly described as follows:

EXHIBIT "A" continued on page 2 of 2

EXHIBIT "A" continued

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the easterly right-of-way of the road commonly known as Jordan Way, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

BEGINNING at a point within the Southwest ¼ of said Section 30, from which the south ¼ corner thereof bears S.14° 35' 22"E., 1451.20 feet,

Thence N., 02° 52' 28" E., 88.02 feet,

Thence S., 85° 00' 30" E., 44.54 feet,

Thence S., 02° 52' 28" W., 87.90 feet,

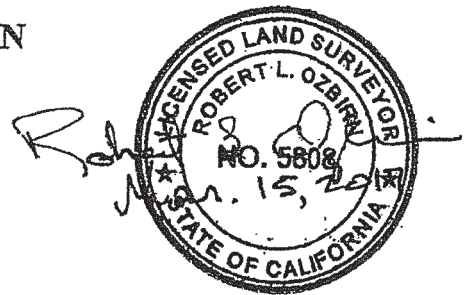
Thence N 85° 09' 08" W., 44.54 feet to the **POINT OF BEGINNING**,

The above-described Repair Shop Parcel contains 3,915 square feet more or less and is shown and generally depicted on Exhibit "C" attached hereto and made a part hereof by reference,

Repair Shop Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

The Basis of Bearings is the California Lambert Grid for Zone 3, NAD83.

END OF DESCRIPTION



JOB NO.:

DRAWN BY:

1137.5

TAH

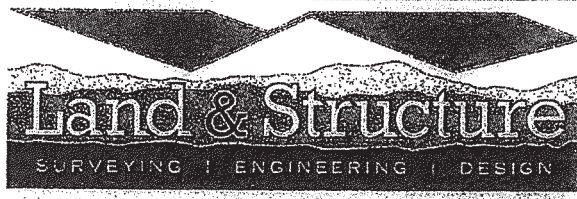
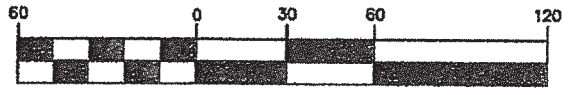
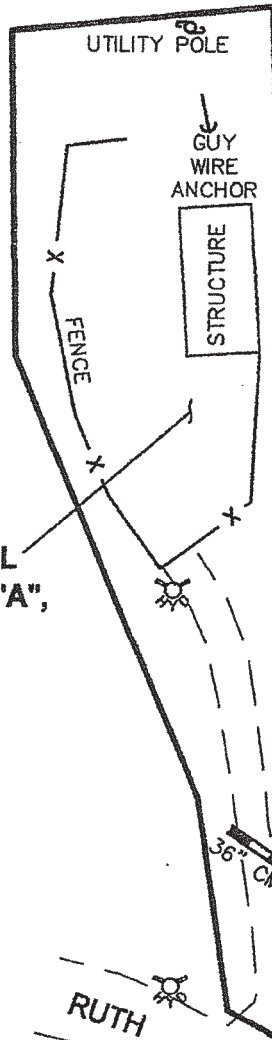


EXHIBIT "B"

DRAWING NAME: DATE:

EXHIBIT CD 03/06/2017

105 South Stewart Street Sonora, California 95370
(209) 532-5173



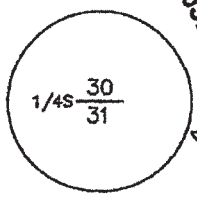
(IN FEET)
1 inch = 60 ft.

**STORAGE YARD PARCEL
DESCRIBED IN EXHIBIT "A",
±23,462 SQUARE FEET**

POINT OF BEGINNING EXHIBIT "A"

**TIE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
TO SOUTH 1/4 OF SEC. 30
S29° 03' 34"E (M)
1663.17'(M)**

FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.



JOB NO.:

DRAWN BY:

1137.5

TAH

DRAWING NAME: DATE:

EXHIBIT CD 03/14/2017

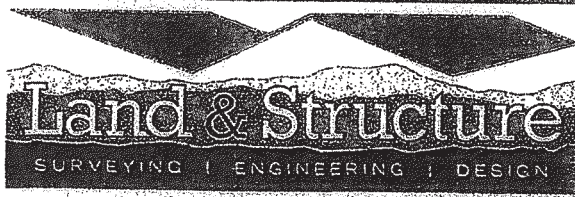
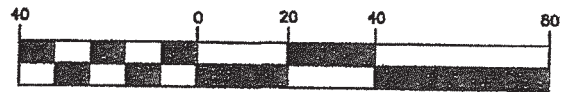


EXHIBIT "C"

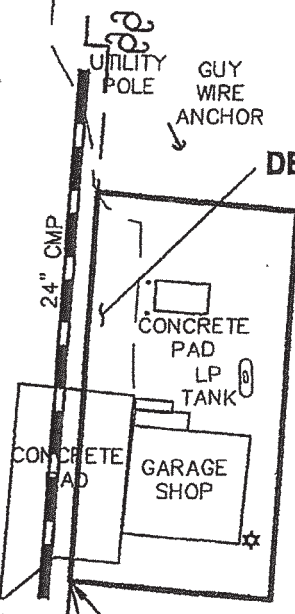
105 South Stewart Street Sonora, California 95370
(209) 532-5173



(IN FEET)
1 inch = 40 ft.

WHEELER ROAD
(JORDAN WAY)

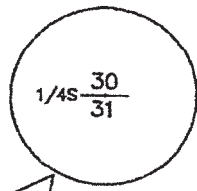
OLD JORDAN WAY



**REPAIR SHOP PARCEL
DESCRIBED IN EXHIBIT "A",
±3,915 SQUARE FEET**

POINT OF BEGINNING EXHIBIT "A"

**S14° 35' 22" E (M) 1451.20' (M)
TIE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
TO SOUTH 1/4 OF SEC. 30**



**FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.**



FILED
4-11-17
04:59 PM

Attachment C



Doc # 2017003048
 Page 1 of 7
 Date: 3/21/2017 01:06P
 Recording Requested By:
 DAMBACHER, TRUJILLO & ASSOC
 Filed & Recorded in Official Records
 of COUNTY OF TUOLUMNE
 KAENAN WHITMAN
 COUNTY RECORDER
 Fee: \$35.00

**RECORDING REQUESTED BY AND WHEN
 RECORDED, RETURN TO, AND MAIL TAX
 STATEMENTS TO:**

SIERRA PARK WATER COMPANY, INC.
 PO BOX 424
 MI WUK VILLAGE, CA 95346

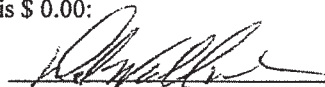
CONFORMED COPY

APN: portion of 031-010-11

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX is \$0.00 * CITY TAX is \$ 0.00:


 By: Del Wallis

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

ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation

hereby **GRANT(S)** to

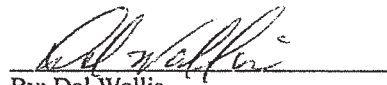
SIERRA PARK WATER COMPANY, INC., a California corporation

all that certain real property in the unincorporated area of the County of Tuolumne, State of California, legally described on Exhibit "A" hereto and depicted on Exhibits "B" and "C" hereto.

"Grantor":

ODD FELLOWS SIERRA RECREATION ASSOCIATION,
 a California corporation

Dated: March 20, 2017


 By: Del Wallis
 Its: President

CERTIFICATE OF ACCEPTANCE

Sierra Park Water Company, Inc. hereby accepts all that certain real property deeded to Sierra Park Water Company, Inc. by Odd Fellows Sierra Recreation Association pursuant to this Grant Deed pursuant to Section 66428(a)(2) of the California Subdivision Map Act.

SIERRA PARK WATER COMPANY, INC.,
a California corporation

Dated: March 20, 2017



By: William Ordwein
Its: chief operating officer

ACKNOWLEDGMENT

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

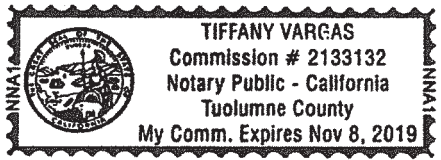
STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

On March 20th, 2017, before me Tiffany Vargas, a Notary Public, personally appeared DEL WALLIS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.

Tiffany Vargas
NOTARY PUBLIC
STATE OF CALIFORNIA



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF TUOLUMNE)

On March 20th, 2017, before me Tiffany Vargas, a Notary Public, personally appeared William Ordwein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

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

WITNESS my hand and official seal.

Tiffany Vargas
NOTARY PUBLIC
STATE OF CALIFORNIA

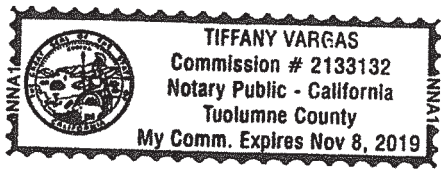


EXHIBIT "A"

Storage Yard Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest $\frac{1}{4}$ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Storage Yard Parcel being more particularly described as follows:

BEGINNING at a point within the Southwest $\frac{1}{4}$ of said Section 30, lying on the right-of-way extension of the road commonly known as Ruth, from which the south $\frac{1}{4}$ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

Thence from a tangent which bears N.37°59'13"W., along a curve to the left having a radius of 259.02 feet, a central angle of 23°41'29", and an arc length of 107.10 feet,
Thence N.08° 33' 20" W., 71.83 feet,
Thence N.22° 47' 04" W., 162.47 feet,
Thence N.01° 19' 37" W., 109.76 feet,
Thence N.84° 19' 08" E., 87.93 feet,
Thence S.01° 58' 22" E., 220.54 feet,
Thence S.10° 58' 38" E., 116.64 feet,
Thence S.32° 20' 29" E., 81.11 feet,
Thence S 36° 38' 04" W., 5.49 feet to the **POINT OF BEGINNING**,

The above-described Storage Yard Parcel contains 23,462 square feet more or less and is shown and generally depicted on Exhibit "B" attached hereto and made a part hereof by reference,

Storage Yard Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

Repair Shop Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest $\frac{1}{4}$ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Repair Shop Parcel being more particularly described as follows:

EXHIBIT "A" continued on page 2 of 2

EXHIBIT "A" continued

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the easterly right-of-way of the road commonly known as Jordan Way, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

BEGINNING at a point within the Southwest ¼ of said Section 30, from which the south ¼ corner thereof bears S.14° 35' 22"E., 1451.20 feet,

Thence N., 02° 52' 28" E., 88.02 feet,

Thence S., 85° 00' 30" E., 44.54 feet,

Thence S., 02° 52' 28" W., 87.90 feet,

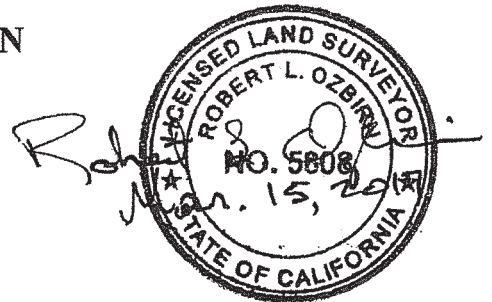
Thence N 85° 09' 08" W., 44.54 feet to the **POINT OF BEGINNING**,

The above-described Repair Shop Parcel contains 3,915 square feet more or less and is shown and generally depicted on Exhibit "C" attached hereto and made a part hereof by reference,

Repair Shop Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

The Basis of Bearings is the California Lambert Grid for Zone 3, NAD83.

END OF DESCRIPTION



JOB NO.:

DRAWN BY:

1137.5

TAH

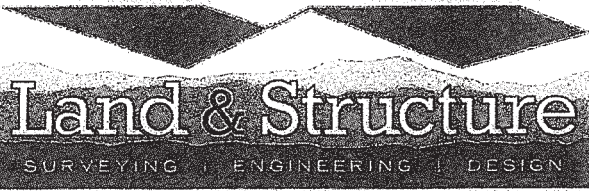


EXHIBIT "B"

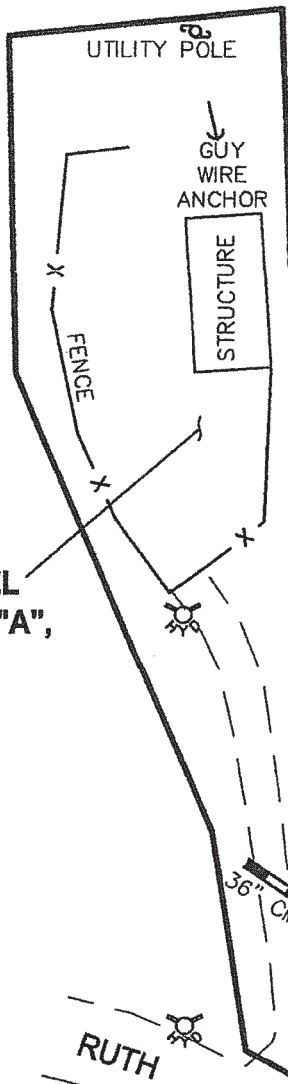
DRAWING NAME:

DATE:

EXHIBIT CD

03/06/2017

105 South Stewart Street Sonora, California 95370
(209) 532-5173

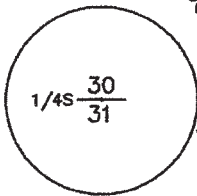


(IN FEET)
1 inch = 60 ft.

**STORAGE YARD PARCEL
DESCRIBED IN EXHIBIT "A",
±23,462 SQUARE FEET**

POINT OF BEGINNING EXHIBIT "A"

FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.



**TIE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
S29° 03' 34" E 1663.17' (M)
TO SOUTH 1/4 OF SEC. 30**

JOB NO.:

DRAWN BY:

1137.5

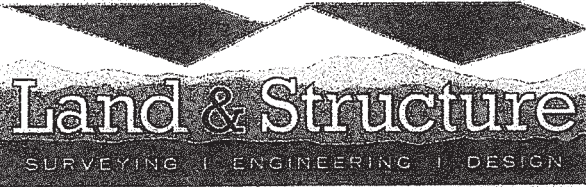
TAH

DRAWING NAME:

DATE:

EXHIBIT CD

03/14/2017



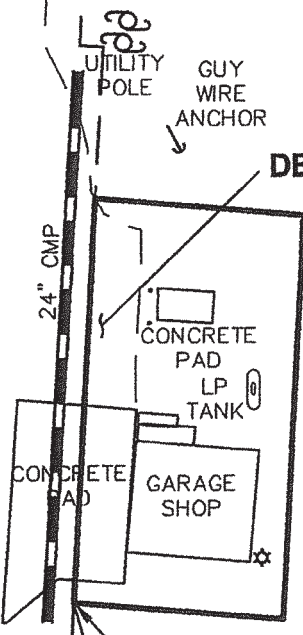
105 South Stewart Street Sonora, California 95370
(209) 532-5173

EXHIBIT "C"



(IN FEET)
1 inch = 40 ft.

WHEELER ROAD
(JORDAN WAY)



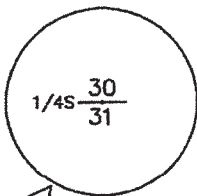
**REPAIR SHOP PARCEL
DESCRIBED IN EXHIBIT "A",
±3,915 SQUARE FEET**

OLD JORDAN WAY

POINT OF BEGINNING EXHIBIT "A"

S14° 35' 22" E (M) 1451.20 (M)
THE FROM POINT OF BEGINNING
STORAGE YARD PARCEL EXHIBIT "A"
TO SOUTH 1/4 OF SEC. 30

UTILITY POLE



**FOUND 3 1/4" ALUMINUM CAP AS SHOWN AT
1/4 CORNER COMMON TO SEC. 30 AND SEC. 31,
T. 3 N., R. 17 E., M.D.M.**

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

Kaenan Whitman
 Tuolumne County Assessor-Recorder
 2 South Green Street
 Sonora, CA 95370
 Phone: (209) 533-5535

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
 (Make necessary corrections to the printed name and mailing address)

SIERRA PARK WATER COMPANY, INC.
 PO BOX 424
 MI WUK VILLAGE CA 95346

ASSESSOR'S PARCEL NUMBER

A portion of 031-010-11

SELLER/TRANSFEROR

Odd Fellows Sierra Recreation Association

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

SEE EXHIBIT "A"

MAIL PROPERTY TAX INFORMATION TO (NAME)

SIERRA PARK WATER COMPANY, INC.

ADDRESS

PO BOX 424

CITY

MI WUK VILLAGE

STATE

CA

ZIP CODE

95346

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
 Other. Please explain: TRANSFER TO NEW UTILITY COMPANY
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate
 Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 Direct from seller From a family member-Relationship _____
 Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.


PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 Single-family residence Co-op/Own-your-own Manufactured home
 Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER 	DATE 3/20/2017	TELEPHONE (209) 522-1618
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) William Ordwein, Chief Operating Officer	TITLE	EMAIL ADDRESS bill.ordwein@yahoo.com

The Assessor's office may contact you for additional information regarding this transaction.

EXHIBIT "A"

Storage Yard Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Storage Yard Parcel being more particularly described as follows:

BEGINNING at a point within the Southwest ¼ of said Section 30, lying on the right-of-way extension of the road commonly known as Ruth, from which the south ¼ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

Thence from a tangent which bears N.37°59'13"W., along a curve to the left having a radius of 259.02 feet, a central angle of 23°41'29", and an arc length of 107.10 feet,
Thence N.08° 33' 20" W., 71.83 feet,
Thence N.22° 47' 04" W., 162.47 feet,
Thence N.01° 19' 37" W., 109.76 feet,
Thence N.84° 19' 08" E., 87.93 feet,
Thence S.01° 58' 22" E., 220.54 feet,
Thence S.10° 58' 38" E., 116.64 feet,
Thence S.32° 20' 29" E., 81.11 feet,
Thence S 36° 38' 04" W., 5.49 feet to the **POINT OF BEGINNING**,

The above-described Storage Yard Parcel contains 23,462 square feet more or less and is shown and generally depicted on Exhibit "B" attached hereto and made a part hereof by reference,

Storage Yard Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

Repair Shop Parcel

A Parcel of Land in the State of California, County of Tuolumne, lying within a portion of the Southwest ¼ of Section 30, Township 3 North, Range 17 East, Mount Diablo Meridian in the undeveloped area within Odd Fellows Sierra Park Subdivision No. 1 as shown in Book 10 of Plat Books at Page 44 in the office of the Tuolumne County Recorder, said Repair Shop Parcel being more particularly described as follows:

EXHIBIT "A" continued on page 2 of 2

Page 1 of 2

March 14, 2017

K:\Job Folders-Letters-Spreadsheets\2011\1137.5-Sierra Water Co - CPUC\1137 Sierra Park Water Company 7C06.Docx

EXHIBIT "A" continued

BEGINNING at a point within the Southwest $\frac{1}{4}$ of said Section 30, lying on the easterly right-of-way of the road commonly known as Jordan Way, from which the south $\frac{1}{4}$ corner thereof bears S.29° 03' 34"E., 1663.17 feet, Course:

BEGINNING at a point within the Southwest $\frac{1}{4}$ of said Section 30, from which the south $\frac{1}{4}$ corner thereof bears S.14° 35' 22"E., 1451.20 feet,

Thence N., 02° 52' 28" E., 88.02 feet,

Thence S., 85° 00' 30" E., 44.54 feet,

Thence S., 02° 52' 28" W., 87.90 feet,

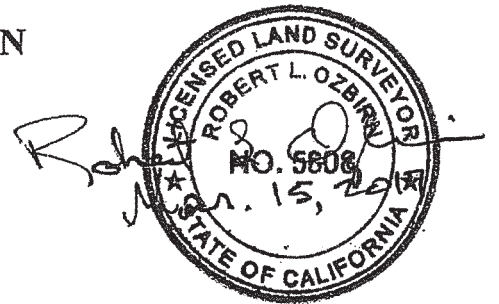
Thence N 85° 09' 08" W., 44.54 feet to the **POINT OF BEGINNING**,

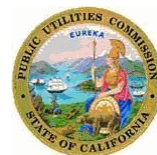
The above-described Repair Shop Parcel contains 3,915 square feet more or less and is shown and generally depicted on Exhibit "C" attached hereto and made a part hereof by reference,

Repair Shop Parcel is being created pursuant to Section 66428 (a) (2) of the California Subdivision Map Act,

The Basis of Bearings is the California Lambert Grid for Zone 3, NAD83.

END OF DESCRIPTION





FILED
4-11-17
04:59 PM

Attachment B

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ODD FELLOWS SIERRA RECREATION ASSOCIATION, a California corporation (“**Seller**”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to SIERRA PARK WATER COMPANY, INC., a California corporation (“**Buyer**”), all right, title and interest in and to the assets set forth on **Exhibit “A”** hereto. Seller for itself, its successors and assigns covenants and agrees that, upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, transferred and delivered by this Bill of Sale.

This Bill of Sale shall be governed by and construed and interpreted in accordance with the laws of the State of California and may be executed in counterparts.

The assets set forth on Exhibit “A” are sold “AS IS, WHERE IS” with all faults and without representations or warranties, express, implied or statutory.

This Bill of Sale is executed at Sonoma, California, this 31st day of March, 2016.

“SELLER”

ODD FELLOWS SIERRA RECREATION
ASSOCIATION, a California corporation



By: Del Wallis
Its: President

Exhibit "A"
To Bill of Sale

	<u>Description/Location (if applicable)</u>	<u>Quantity (if applicable)</u>	<u>Model (if applicable)</u>	<u>VIN (if applicable)</u>
	<u>Shop:</u>			
1	Shop block building (but not land)	-	-	-
2	3 phase generator on trailer	1	Kwiet-Shindaiwa	71041-0000063
3	Generator	1	Honda 3500	
4	Misc plumbing Tools (Pipe wrenches, strap wrenches, PVC cutters, etc.)	Various		
5	Misc. Hand Tools (Shovels, picks, wheelbarrow, etc.)	Various		
6	Welding tanks	2		
7	Fuel tanks	2		
8	Shop Heater	1		
9	Chlorine Test kit	1		
10	Hand Grinder	1	Makita	
11	Furnace			
12	Workbench			
13	Refrigerator			
	<u>Corp. Yard Building:</u>			
14	Corporate yard metal building (but not land)			
15	Overseas container			
16	Water repair equip (PVC pipes, valves, etc.)	1		
17	Fencing and gates	Various		
	<u>Well House # 5:</u>			
18	Well water pump, piping, pad, well house and other appurtenances	1		
	<u>Well House # 6:</u>			
19	Well water pump, piping, pad, well house and other appurtenances			
	<u>Tank Farms:</u>			
20	Isaac Farm-210,000 gallon tank and other appurtenances	1		
21	Wheeler Farm-1-43,000 gallon tank and 4-12,500 gallon tank and other appurtenances	5		
22	Fencing and gates	Various		
	<u>Infrastructure:</u>			
23	Water lines	Approx. 6 miles		

24	Fire Stands	Approx. 48		
	<u>Vehicles:</u>			
25	Case Backhoe	1	580 Superl-01	JAB01442242
26	Toyota Truck	1	Lic7188822	5TEX42N552098685