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9 and CALLIE M. CURRY

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF PLUMAS
12 (Unlimited Jurisdiction)


13
14 EVERETT S. GORDON,
15
16 Plaintiff,
17
18 MARK W. CURRY and CALLIE M.
19 CURRY,
20
21 Successor Plaintiffs,
22
23 vs.
24
25 "THE OWNERS of record etc.
26
27 Defendants.
28

Case No. 20904

NOTICE OF ENTRY OF JUDGMENT
QUIETING TITLE AND
ESTABLISHING NON-EXCLUSIVE
PERMANENT PRIVATE RECREATIONAL
LAKE ACCESS EASEMENT

29 PLEASE TAKE NOTICE that judgment was entered herein on June
30 01, 2001 ("May 32, 2001") as set forth in the attached file-
31 stamped copy of the judgment entered herein, reference to which is
32 made for further particulars. PLEASE ALSO TAKE NOTICE that a
33 certified copy of the judgment was recorded in Official Records,
34 Plumas County on June 1, 2001.

35 Dated: June 7, 2001


36 Craig J. Bassett, Attorney for
37 Plaintiff and Successor Plaintiffs

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FILED
PLUMAS SUPERIOR COURT
2001 MAY 32 PM 1:23

SUPERIOR COURT
COUNTY OF PLUMAS
Callie M. Curry

7 Attorneys for Plaintiff and Successor Plaintiffs
8 EVERETT S. GORDON, MARK W. CURRY
9 and CALLIE M. CURRY

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLUMAS
(Unlimited Jurisdiction)

EVERETT S. GORDON,

Plaintiff,

MARK W. CURRY and CALLIE M.
CURRY,

Successor Plaintiffs,

vs.

"THE OWNERS of record of the
lots shown upon those certain
subdivisions known as Lake
Almanor Pines Subdivision Unit
No. One and Lake Almanor Pines
Subdivision Unit No. Two, on
file in the office of the
County Recorder of the County
of Plumas, State of
California, in Book 3 of Maps,
at pages 1 and 25,
respectively"; CERTAIN NAMED
DEFENDANTS listed in
attachments to the complaint
on file herein, as amended;
ALL PERSONS UNKNOWN, claiming
any legal or equitable right,
title, estate, lien, or
interest in the property
described in the within
complaint adverse to
plaintiff's title or any cloud
on plaintiff's title thereto;
and DOES 1 to 500;

Defendants.

Case No. 20904

JUDGMENT QUIETING TITLE AND
ESTABLISHING NON-EXCLUSIVE
PERMANENT PRIVATE RECREATIONAL
LAKE ACCESS EASEMENT

1 Based on the stipulation of the Real Parties In Interest, as
2 identified in the written settlement agreement on file herein, the
3 evidence contained therein, and good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

5 1. Description of Subject Property. The real property which
6 is the subject of this judgment is described as a parcel of land
7 approximately 200' x 60' contiguous to Lake Almanor, known as
8 Plumas County Tax Assessor's Parcel Number 104-083-02 situated in
9 the unincorporated area of Lake Almanor, in the County of Plumas,
10 State of California (the PROPERTY). The legal description of the
11 PROPERTY is as follows:

12 Portion of Section 19, Township 28 North, Range 8 East,
13 M. D. B. & M., being more particularly described as
14 follows:

15 Beginning at the most Northerly corner of Lot 1 in Block
16 4, as shown upon that certain map entitled, "Lake Almanor
17 Peninsula Unit No. 2", on file in the office of the
18 County Recorder of the County of Plumas, State of
19 California, in Book 1 of Maps, at page 61; thence South
20 31° 16' East along the Northeasterly line of said Lot 1
21 a distance of 174.97 feet; thence continuing
22 Southeasterly along the Northeasterly line of said Lot
23 1 and its Southeasterly prolongation thereof South 31°
24 31' 30" East a distance of 129.49 feet to a point on the
25 4500 foot contour line as shown upon the above referred
26 to map; thence Northwesterly and Northeasterly along the
27 said 4500 foot contour line as shown upon the above
28 referred to map to the Southwesterly corner of Lot 17 in
29 Block 15, as shown upon the above referred to map; thence
30 South 31° 17' West along the Southwesterly line of said
31 Lot 17 a distance of 181.76 feet to the most Westerly
32 corner of said Lot 17; thence Southwesterly along a curve
33 to the left with a radius of 286.07 feet and a central
34 angel of 12° 07' 00" an arc distance of 60.5 feet to the
35 point of beginning.

36 Said parcel being shown as Eleanor Street, upon that
37 certain map entitled, "Lake Almanor Peninsula Unit No.
38 2", on file in the office of the County Recorder of the
39 County of Plumas, State of California, in Book 1 of Maps,
40 at page 61.

1 **2. Vesting of Fee Simple Title.** As of the date a certified
2 copy of this judgment is recorded in Official Records, Plumas
3 County, California, title to the PROPERTY shall vest in MARK W.
4 CURRY and CALLIE M. CURRY, husband and wife, as joint tenants, who
5 are adjudged the sole fee simple title owners of the PROPERTY.

6 **3. Exceptions of Record to Title.** The owner's title is
7 subject to the following:

8 **a. Real Property Taxes.** The lien for real property
9 taxes levied or assessed by the tax assessor of the County of
10 Plumas of record.

11 **b. Supplemental Taxes.** The lien of supplemental taxes,
12 if any, assessed pursuant to the provision of Chapter 3.5
13 (Commencing with §75) of the Revenue and Taxation Code of the
14 State of California.

15 **c. Utility Easement.** Easement for the purpose of
16 ingress, egress and public utilities and rights incidental
17 thereto as granted in a document granted to Pacific Gas and
18 Electric Company recorded January 2, 1946, in Book 83, Page
19 154 of Deeds the exact location of which is not defined of
20 record.

21 **d. Right to Raise Water Level.** Effect of a grant of
22 the right to raise the water level of Lake Almanor Reservoir
23 and appurtenant rights thereto as contained in deed to Pacific
24 Gas and Electric Company, a corporation, recorded October 17,
25 1957 in Book 108, Official Records, Page 335.

26 **e. Adverse Claims Re 4500 Foot Contour Line.** Any
27 adverse claim based upon the assertion that said land or any
28 part thereof is now or at any time has been below the 4500

1 foot contour line as set out in the Agreement recorded October
2 17, 1957 in Book 108, Official Records, at Page 335.

3 f. **Non-Exclusive Permanent Private Recreational Lake**
4 **Access Easement.** The non-exclusive permanent private
5 recreational lake access easement more particularly described
6 hereinbelow.

7 4. **Grantees of Lake Access Easement.** The following class
8 of persons, who shall be the grantees of the easement provided for
9 herein, shall for convenience be referred to hereafter as the
10 **SUBDIVISION LOT OWNERS:**

11 All those certain persons and entities consisting
12 of each and every owner of record of each of the
13 lots of those certain subdivisions known as "Lake
14 Almanor Pines Subdivision Unit No. 1" and "Lake
15 Almanor Pines Subdivision Unit No. 2", as shown in
16 Book 3 of Maps, at pages 1 and 25, respectively in
17 the Official Records of the County of Plumas, State
18 of California on the date that a certified copy of
19 the within judgment is recorded in Official Records,
20 Plumas County, California.

21 5. **Easement Valid Despite Identification by Class.** The
22 Court finds that it is impracticable to individually name each and
23 every person and/or entity comprising the SUBDIVISION LOT OWNERS
24 of which there are approximately 150 lots and 250 individual
25 owners. The court therefore dispenses with listing each owner by
26 name. Neither this judgment nor the easement granted hereby shall
27 be impaired nor its effect lessened or diminished in any way due
28 to the SUBDIVISION LOT OWNERS being identified by class instead of
29 individually.

30 6. **Grant of Easement.** The SUBDIVISION LOT OWNERS are hereby
31 granted an appurtenant non-exclusive private easement, in
32 perpetuity, for non-commercial recreational lake access over, on,

1 and at the PROPERTY as more particularly set forth herein.

2 **7. Easement Rights.** The easement granted herein conveys the
3 following rights:

4 **a. Ingress and Egress By Foot or Non-Motorized**
5 **Conveyance.** The right of way for ingress and egress to and
6 from Lake Almanor over and across the PROPERTY on foot or by
7 non-motorized conveyance (e.g., bicycle) at any reasonable
8 time located at a reasonable and convenient pathway on the
9 PROPERTY designated by the owner of the PROPERTY, as is
10 appropriate consistent with this right.

11 **b. Ingress and Egress By Motorized Vehicle Past Gate**
12 **for Limited Purposes.** The right of way for ingress and egress
13 to and from Lake Almanor by motorized vehicle over and across
14 the PROPERTY as follows: Motorized vehicles may be driven on
15 the roadway past the gate (described elsewhere herein) to and
16 from the lake for the purposes of (1) launching/retrieving a
17 small boat, and (2) installing, maintaining, repairing, and/or
18 removing improvements below the 4500 foot contour line,
19 provided, however, that where required by any governmental or
20 regulatory authority having jurisdiction over activities below
21 the 4500 foot contour line, a written permit has been obtained
22 in advance authorizing such uses or improvements, and the
23 procedures have been followed as set forth hereinbelow in the
24 section entitled "Permits". If traversing the roadway to
25 launch/retrieve a small boat, the vehicle and boat trailer may
26 remain for a limited time only to accomplish this purpose.
27 There shall be no parking below the gate, whether on the
28 PROPERTY or on the lake shore. Motorized vehicle ingress and

1 egress past the gate (between the gate and the lake) is
2 limited solely to the foregoing purposes. In particular
3 without limitation, the easement granted herein does not
4 confer the right of motorized vehicle ingress/egress on the
5 roadway past the gate in order to access other properties
6 along the Lake, nor does it confer the right of access to
7 conduct any commercial activity on the PROPERTY, on the
8 land/water below the 4500 foot contour line, or on any other
9 real property using the PROPERTY as access.

10 c. Right to Park. The right to park vehicles and boat
11 trailers on that certain portion of the PROPERTY hereafter
12 referred to as the "parking area" designated approximately as
13 follows: the Northwest corner of the PROPERTY 20 feet wide
14 and about 60 feet long starting from Peninsula Drive and going
15 down the PROPERTY towards the lake. This right to park
16 vehicles and boat trailers is limited in time to the period
17 beginning one (1) hour before sunrise and continuing until one
18 (1) hour after sunset, except on the 4th of July each year
19 when parking hours after sunset are extended to three (3)
20 hours after sunset. Parking violations may result in towing
21 and/or citations by local law enforcement personnel. Vehicles
22 and boat trailers shall be parked perpendicular to the edge
23 of the PROPERTY, i.e., parallel to Peninsula Drive. Boat
24 trailers shall be removed from the vehicle and parked in the
25 same manner as other vehicles. Parking is not authorized if
26 done in a manner which blocks access to the gate on the
27 PROPERTY, blocks access to the driveway on the owner's
28 adjacent property, interferes with the parking available in

front of the buildings on the adjacent owner's property, or in any other manner not consistent with the rights granted hereby. Neither the interested parties herein nor the court can guarantee that parking spaces will be available at any given time. If the parking area has reached capacity then parking must be made elsewhere off the PROPERTY.

8. **No Parking/Access Fees Charged.** No parking or lake access fees will be charged or assessed at any time against the SUBDIVISION LOT OWNERS, their family members, guests, invitees, tenants, affiliates, and successors, by the owner of the servient tenement for use of the easement in conformity with the rights granted herein.

9. **Construction of Gate.** Owner is authorized to construct a gate on the PROPERTY at approximately eighty (80) feet from the boundary of the PROPERTY and Peninsula Drive and in front of the established roadway so as to block access to the lake by unauthorized vehicles. The gate shall be a manually operated swing-open type gate or more sophisticated at the discretion of the owner. If the gate is kept locked a system of providing access shall be worked out between the owner of the PROPERTY and a representative of the SUBDIVISION LOT OWNERS according to their agreement, which may include changing the lock as often as reasonably necessary, posting a policy statement on the PROPERTY regarding passing the gate, having a written policy statement regarding such vehicle access past the gate which each user must sign as a condition of receiving a key or opening the gate, designating an administrator of keys on behalf of the SUBDIVISION LOT OWNERS, etc. If the gate is kept locked a key (or the

1 combination) shall be provided to the local fire department in
2 order to provide emergency access. The mention herein of a lock
3 shall not impose any requirement on the owner of the PROPERTY or
4 the SUBDIVISION LOT OWNERS to maintain the gate as a locked access
5 and said persons may choose not to have a lock if so desired.
6 (Conditions may change from time to time dictating the desirability
7 of a locked access or unlocked access according to use.) If in the
8 future in the discretion of the owner of the PROPERTY the
9 established roadway is moved by the owner, the gate shall be moved
10 accordingly. Also, the relocated roadway shall provide access to
11 the lake equivalent to the former roadway. The cost to move the
12 gate and roadway shall be born by the owner. The owner of the
13 PROPERTY shall pay for the initial installation of the gate and is
14 required to maintain it, except if damage is caused by others who
15 shall be responsible for the cost to repair or correct such damage.

16 **10. Ademption/Expansion/Modification of Lake Access Easement**
17 **Rights Not Affected by Different Use.** The easement rights granted
18 to the SUBDIVISION LOT OWNERS shall not and may not be lost,
19 modified, adempted, or expanded by adverse possession,
20 prescription, by a change in actual use of the easement, or by a
21 different use of the PROPERTY by any person not consistent with the
22 rights granted herein. The easement granted herein is made "of
23 record" by the recording of a certified copy of this judgment and
24 hence is not subject to change or ademption on those bases. On a
25 case-by-case basis and for a limited period of time in each case,
26 if a lake access easement holder desires to make limited use of the
27 PROPERTY in a manner not expressly provided for herein, such use
28 may be allowed, but only on condition that the written permission

1 of the owner of the PROPERTY is obtained in advance and upon such
2 express terms and conditions as consented to by and in the absolute
3 discretion of the owner of the PROPERTY.

4 **11. Enforcement.** The grant of the within recreational lake
5 access easement benefits all SUBDIVISION LOT OWNERS,
6 notwithstanding that not all were participants in or knowledgeable
7 about the specific terms and conditions of the settlement agreement
8 upon which the within judgment is based. The grant of an easement
9 herein to a large number of persons carries the responsibility of
10 each individual person in the group who makes use of the easement
11 to abide by rules consistent with the rights granted herein which
12 the SUBDIVISION LOT OWNERS, their family members, guests, invitees,
13 tenants, affiliates, and successors, are expected to follow. Non-
14 compliance may result in enforcement action by the owner of record
15 of the PROPERTY. In addition, non-compliance with the rules of use
16 of the easement set forth herein may, at the option of the owners
17 of the PROPERTY or any other interested person, including the
18 SUBDIVISION LOT OWNERS, be enforced by local law enforcement
19 officials and peace officers and said public officers are hereby
20 directed to facilitate compliance when called upon. For example,
21 if authorized access to the easement is blocked by some kind of
22 obstruction, law enforcement personnel may have the obstruction
23 removed without the need for a court injunction or further court
24 order. As another example, if any person parks a vehicle or
25 trailer on the PROPERTY in an unauthorized manner, or if the
26 operator is not a SUBDIVISION LOT OWNER, or a family member, guest,
27 invitee, tenant, or other authorized affiliate of a SUBDIVISION LOT
28 OWNER, law enforcement personnel may be called upon to remove the

1 offending vehicle or trailer by towing if necessary, at the expense
2 of the operator of the vehicle.

3 **12. Reiteration of Character of Easement--Appurtenant.** The
4 within grant of easement permanently binds and encumbers the
5 PROPERTY, its owners, and their successors and assigns. This grant
6 of easement constitutes a servitude on the PROPERTY (the servient
7 tenement) and a benefit to each parcel of real property owned by
8 the SUBDIVISION LOT OWNERS (the dominant tenements) which runs with
9 the land owned by each of the SUBDIVISION LOT OWNERS whether
10 mentioned in any future conveyance of such parcels owned by the
11 SUBDIVISION LOT OWNERS or not.¹ The easement provided for herein
12 inheres in the land of each SUBDIVISION LOT OWNER and pertains to
13 the enjoyment of said land as an estimable part of it.

14 **13. Not a Public Access.** The granting of this easement by
15 this judgment does not authorize, and is not to be construed as
16 authorizing the public or any member of the public to enter,
17 trespass on, or use any part or all of the PROPERTY, including that
18 portion of the PROPERTY subject to the foregoing described
19 ingress/egress and parking easement. The grant of a lake access
20 easement herein does not constitute a means of public access to the
21 lake nor does it create in any way an easement for a public street
22 or road purposes on the PROPERTY nor does it constitute a
23 dedication to the County or any other public entity.

24 **14. Rights Granted Subject to Laws and Ordinances.** Each of
25 the rights enumerated above and granted to the SUBDIVISION LOT

26 1 The land having the right of use as an appurtenance is known
27 as the dominant tenement and the land which is subject to the
28 easement is known as the servient tenement. [Civil Code §803.]

1 OWNERS are subject to being used and exercised in accordance with
2 the laws and ordinances governing the performance of any such acts.

3 **15. Use of Lake Shore Land and Lake Water Subject to**
4 **Extrinsic Rules, Restrictions.** Use by all interested persons,
5 including the SUBDIVISION LOT OWNERS and the owners of the
6 PROPERTY, of any exposed land and/or of the water below the 4,500
7 foot contour elevation line of Lake Almanor, including without
8 limitation boat launching, the placement of docks, buoys, or
9 walkways, excavation, grading, dredging, stump/marine foliage/rock
10 removal, and other forms of shoreline alteration, shall be in
11 compliance with the Lake Almanor Policy Permit Requirements and
12 Restrictions, as currently in effect or as hereafter amended,
13 administered by the FERC Project Land Services division of Pacific
14 Gas & Electric (PG&E). Such use shall also comply with the
15 requirements, rules, and regulations of any governmental or
16 regulatory authority having jurisdiction over activities below the
17 4500 foot contour elevation line of Lake Almanor, such as the
18 Department of Fish and Game, the County of Plumas, Corps of
19 Engineers, etc. Nothing herein shall be construed as conferring
20 the right on or authorizing either the owner of the PROPERTY or the
21 SUBDIVISION LOT OWNERS (or their affiliates and/or successors) to
22 make use of the PROPERTY and/or the easement in such a way that it
23 violates these rules and regulations.

24 **16. Permits.** Before engaging in any activity below the 4500
25 foot contour elevation line of Lake Almanor which is accessed by
26 means of the PROPERTY, and for which any permit is required, the
27 SUBDIVISION LOT OWNERS or their authorized representative shall
28 provide the owner of the PROPERTY with a copy of such permit.

1 a. **Notice to Owner of Application.** An applicant for
2 an original permit or for modification to any existing permit
3 already issued, shall give at least 15-days advance written
4 notice to the owner of the PROPERTY both at their then-
5 current residence address and at the PROPERTY address, sent
6 first class mail postage prepaid, of the application,
7 including a copy of any application materials, evidence of the
8 capacity and authority of the applicant if acting as a
9 representative, and the full name and address of the applicant
10 and of the person(s) and/or entity(ies) to whom the
11 application is directed.

12 b. **Advance Consent; Standing.** The owner of the
13 PROPERTY, for themselves and their successors, hereby consent
14 to the issuance of a permit which may be necessary, now or
15 in the future, to launch/retrieve a small boat and shall join
16 in the application if necessary. In the case of any other
17 application, the owner of the PROPERTY, as the fee simple
18 title owner of the adjacent real property whose commonly known
19 address is 340 Peninsula Drive and whose legal description is
20 attached as Exhibit A, shall have standing to give input into
21 and shall have the opportunity to be heard in the decision
22 process whether to grant approval for such a permit.

23 c. **Notice to Owner of Certain Activities Pursuant to**
24 **Permit.** Notice shall be given to the owner of the PROPERTY
25 in the same manner as specified above regarding the
26 application, at least 15 days prior to the commencement of
27 installation, maintenance, repair, and/or removal of any
28 improvements pursuant to a permit.

d. Indemnification. Prior to engaging in any activity described in the immediately preceding subparagraph under conditions where the PROPERTY is used for access by a motor vehicle which is not a non-commercial household vehicle, the person engaging in such activity shall provide the owner of the PROPERTY with proof of insurance indemnifying the owner for any and all damage to the roadway or other improvements on the PROPERTY occasioned by such activities, and for any and all liability for personal injury or property damage, including attorney fees, caused to the owner of the PROPERTY due to such activities. The amount and duration of the insurance shall be as reasonably necessary under the circumstances to protect the owner of the PROPERTY.

17. Duties of Owner of Property. The owner of the PROPERTY shall be solely responsible to pay all property taxes and assessments levied on the PROPERTY, as a normal incident of ownership. The owner shall also be responsible for the cost to reasonably control and maintain the drainage on the PROPERTY in substantially the same condition as now exists. The owner may improve the PROPERTY to control flooding and water runoff damage, including the right to excavate, deepen, widen, and otherwise rectify any drainage channel, swale, or culvert constructed in connection with such purposes, as long as said improvements do not interfere with or infringe upon the rights of the holder of the private recreational access easement provided for herein. The owner of the PROPERTY, at its cost and expense, is required to maintain the roadway and parking area in a condition substantially similar to the condition which now exists, without limitation on

1 the right of the owner to further improve the condition of the
2 roadway and parking area. The owner of the PROPERTY is not,
3 however, required to keep the parking area and roadway access clear
4 of snow.

5 **18. Easement Holders Not Responsible for Maintenance or**
6 **Improvements.** The SUBDIVISION LOT OWNERS and their successors are
7 not obligated to maintain the easement, except insofar as any
8 SUBDIVISION LOT OWNER or affiliate causes damage to the PROPERTY.
9 Nothing herein shall be construed as imposing on the SUBDIVISION
10 LOT OWNERS the obligation to contribute to the cost of installing,
11 maintaining, repairing, or replacing any improvements, grading,
12 landscaping, or irrigation on the PROPERTY except to the extent
13 that damages are caused by a SUBDIVISION LOT OWNER or its affiliate
14 in which case such person causing the damage shall be responsible
15 for the cost to repair and/or, if applicable, the surety as
16 discussed above. The owner of the PROPERTY shall not be entitled
17 to contribution, reimbursement, or indemnity from any SUBDIVISION
18 LOT OWNER for any improvements constructed, maintained, repaired,
19 and/or replaced on the PROPERTY by such owner except as set forth
20 herein.

21 **19. Hazardous Conditions.** The easement shall not be used in
22 any way which results in or fosters a hazardous condition. A
23 hazardous condition includes the storage or dumping of gasoline,
24 oil, paint, additives, or any other substance in such a way that
25 it is deemed hazardous to the environment.

26 **20. Lis Pendens Expunged.** The notice of pending action filed
27 herein and recorded April 18, 2000, in Book 805, Pages 66-77,
28 instrument number 2286, Official records Plumas County, California

1 (the *lis pendens*) is hereby expunged.

2 21. Judgment Quieting Title Binding and Conclusive. In the
3 present case, some defendants were named in the following manner
4 pursuant to the applicable quiet title statute: "all persons
5 unknown, claiming any legal or equitable right, title, estate,
6 lien, or interest in the property described in the within complaint
7 adverse to plaintiff's title or any cloud on plaintiff's title
8 thereto". [Code of Civil Procedure §762.060(a).] All such unknown
9 defendants were properly included as parties to this action and
10 have been served by publication. In addition, all defendants
11 identified by name in this case have been served by court-
12 authorized publication and/or other valid methods of service.
13 Other than certain defendants identified by name in an attachment
14 to the written settlement agreement on file herein, who have
15 appeared in this action by and through their authorized
16 representative--LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS
17 ASSOCIATION, INC., a California domestic non-profit corporation-
18 -there has been no appearance made by any defendant in the case
19 and the default of all such non-appearing defendants has heretofore
20 been requested by plaintiff and entered by the clerk. Accordingly,
21 this judgment quieting title and all of its terms and conditions
22 are therefore binding and conclusive on all persons known and
23 unknown who have any claim to the PROPERTY or the easement granted
24 herein, whether present or future, vested or contingent, legal or
25 equitable, several or undivided. [Code of Civil Procedure
26 §764.030(a).]

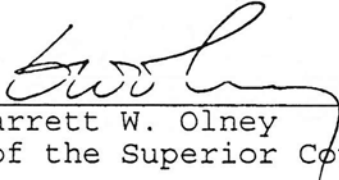
27 22. Judgment Sets Forth Exclusive Rights. Other than the
28 rights and title set forth in this judgment, no other person or

1 entity whatsoever has any right, title, estate, or interest in or
2 to, or lien on, the PROPERTY or the lake access easement granted
3 hereby.

4 **23. Title Insurance.** It is intended that this judgment
5 quieting title in the PROPERTY as set forth herein be sufficient
6 to cause a title insurer to be able to hereafter issue a policy of
7 title insurance for the PROPERTY and in favor of any easement
8 holder based on the foregoing.

9 Dated:

10 **MAY 31 2001**

11 

Hon. Garrett W. Olney
Judge of the Superior Court

1 APPROVAL AS TO FORM BY ATTORNEYS AND MEDIATOR

2 THE UNDERSIGNED ATTORNEYS AND MEDIATOR HEREBY CERTIFY THAT THE
3 FOREGOING FORM OF JUDGMENT COMPORTS WITH THE AGREEMENT OF THE REAL
4 PARTIES IN INTEREST AS SET FORTH IN THE WRITTEN SETTLEMENT
5 AGREEMENT ON FILE HEREIN AND EACH APPROVES OF THIS JUDGMENT AS TO
6 FORM.

7 Dated:


8 Stanley C. Young, Court Appointed
9 Referee and Mediator

10 Dated: May 9, 2001

SEE ATTACHED PAGE 17(a).

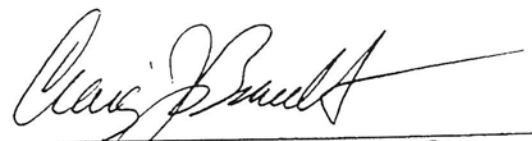
11 Lawrence A. Puritz, Attorney for
12 LAKE ALMANOR PINES, UNITS 1 AND 2,
13 PROPERTY OWNERS ASSOCIATION, INC.
14 and Certain Named Defendants
15 Identified in an Attachment to the
16 Written Settlement Agreement on
17 File Herein

18 Dated: May 9, 2001

SEE ATTACHED PAGE 17(b).

19 John H. Blake, Attorney for Ronald
20 and Carol Jones (Cumis Counsel)

21 Dated: May 9, 2001


22 Craig J. Bassett, Attorney for
23 Plaintiff EVERETT S. GORDON and
24 Successor Plaintiffs MARK W. CURRY
25 and CALLIE M. CURRY

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APPROVAL AS TO FORM BY ATTORNEYS AND MEDIATOR

THE UNDERSIGNED ATTORNEYS AND MEDIATOR HEREBY CERTIFY THAT THE FOREGOING FORM OF JUDGMENT COMPORTS WITH THE AGREEMENT OF THE REAL PARTIES IN INTEREST AS SET FORTH IN THE WRITTEN SETTLEMENT AGREEMENT ON FILE HEREIN AND EACH APPROVES OF THIS JUDGMENT AS TO FORM.

Dated:

Stanley C. Young, Court Appointed Referee and Mediator


Dated: May 9, 2001


Lawrence A. Puritz, Attorney for LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, INC. and Certain Named Defendants Identified in an Attachment to the Written Settlement Agreement on File Herein

Dated: May 9, 2001

John H. Blake, Attorney for Ronald and Carol Jones (Cumis Counsel)

Dated: May 9, 2001


Craig J. Bassett, Attorney for Plaintiff EVERETT S. GORDON and Successor Plaintiffs MARK W. CURRY and CALLIE M. CURRY

APPROVAL AS TO FORM BY ATTORNEYS AND MEDIATOR

THE UNDERSIGNED ATTORNEYS AND MEDIATOR HEREBY CERTIFY THAT THE FOREGOING FORM OF JUDGMENT COMPORTS WITH THE AGREEMENT OF THE REAL PARTIES IN INTEREST AS SET FORTH IN THE WRITTEN SETTLEMENT AGREEMENT ON FILE HEREIN AND EACH APPROVES OF THIS JUDGMENT AS TO FORM.

Dated:

Stanley C. Young, Court Appointed Referee and Mediator

Dated: May 9, 2001

Lawrence A. Puritz, Attorney for LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, INC. and Certain Named Defendants Identified in an Attachment to the Written Settlement Agreement on File Herein

Dated: May 9, 2001

John H. Blake, Attorney for Ronald and Carol Jones (Cumis Counsel)

Dated: May 9, 2001

Craig J. Bassett, Attorney for Plaintiff EVERETT S. GORDON and Successor Plaintiffs MARK W. CURRY and CALLIE M. CURRY

EXHIBIT A

1

2 That certain real property situate in the unincorporated area of
3 Lake Almanor, in the County of Plumas, State of California, and
4 described as follows:

5 Lot 17 in Block 5 as shown on that certain map entitled, "Lake
6 Almanor Peninsula Unit 2", on file in the office of the County
7 Recorder of the County of Plumas, State of California.

8 APN 104-083-04

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Plumas County, California

Judith Wells, Recorder

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MUTUAL RELEASE AND
SETTLEMENT AGREEMENT

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(additional recording fee applies)

1 Craig J. Bassett, SB# 106825
2 LAW OFFICES OF CRAIG J. BASSETT
3 16275 Monterey Road, Suite Q
4 Morgan Hill, CA 95037-5466
5 408/ 779-0007
6 FAX 408/ 778-6005

FILED
PLUMAS COUNTY COURT
2001 MAY 02 PM 1:00

COURT CLERK
BY *Paul M. Puchette*

7 Attorneys for Plaintiff and Successor Plaintiffs
8 EVERETT S. GORDON, MARK W. CURRY
9 and CALLIE M. CURRY

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF PLUMAS
12 (Unlimited Jurisdiction)

13
14 EVERETT S. GORDON,

Case No. 20904

15
16 Plaintiff,

17
18 MARK W. CURRY and CALLIE M.
19 CURRY,

MUTUAL RELEASE AND SETTLEMENT
AGREEMENT; ASSIGNMENT OF LEGAL
ACTION TO SUCCESSOR
PLAINTIFFS; CONSENT TO
REPRESENTATIVE DEFENDANT AND
GENERAL APPEARANCE BY SUCH
REPRESENTATIVE DEFENDANT;
STIPULATION OF FACTS; AND
REQUEST TO COURT TO ENTER
JUDGMENT QUIETING TITLE AND
ESTABLISHING NON-EXCLUSIVE
PERMANENT PRIVATE RECREATIONAL
LAKE ACCESS EASEMENT

20
21 Successor Plaintiffs,

22
23 vs.

24
25 "THE OWNERS of record of the
26 lots shown upon those certain
27 subdivisions known as Lake
28 Almanor Pines Subdivision Unit
29 No. One and Lake Almanor Pines
30 Subdivision Unit No. Two, on
31 file in the office of the
32 County Recorder of the County
33 of Plumas, State of
34 California, in Book 3 of Maps,
35 at pages 1 and 25,
36 respectively"; CERTAIN NAMED
37 DEFENDANTS listed in
38 attachments to the complaint
39 on file herein, as amended;
40 ALL PERSONS UNKNOWN, claiming
41 any legal or equitable right,
42 title, estate, lien, or
43 interest in the property
44 described in the within
45 complaint adverse to
46 plaintiff's title or any cloud
47 on plaintiff's title thereto;
48 and DOES 1 to 500;

49
50 Defendants.

Craig J. Bassett
Attorney at Law
16275 Monterey Road, Suite Q
Morgan Hill, California 95037-5466
408/ 779-0007 FAX 408/ 778-6005

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1 PREAMBLE.

Date: as of August 29, 2000

Place: Plumas County, California

Court: SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLUMAS
520 Main Street, Room 104
Quincy, CA 95971
530/ 283-6232

Lawsuit/ Legal Action: That certain legal action commenced on October 29, 1999 in the above named Court, known as Civil Case No. 20904, for quiet title and declaratory relief.

Named Parties to

Lawsuit: Plaintiff Named in Complaint:

EVERETT S. GORDON

Name of Defendants Shown in Caption of Complaint and on Summons:

"**THE OWNERS** of record of the lots shown upon those certain subdivisions known as Lake Almanor Pines Subdivision Unit No. One and Lake Almanor Pines Subdivision Unit No. Two, on file in the office of the County Recorder of the County of Plumas, State of California, in Book 3 of Maps, at pages 1 and 25, respectively"; **CERTAIN NAMED DEFENDANTS** listed in *Attachment 1* attached hereto and incorporated herein by this reference; **ALL PERSONS UNKNOWN**, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the within complaint adverse to plaintiff's title or any cloud on plaintiff's title thereto; and **DOES 1 to 500;**"

Real Parties in Interest:

Plaintiff:

EVERETT S. GORDON
6384 Forest Lane
Paradise, CA 95969
530/ 872-5756

Successor Plaintiffs:

MARK W. CURRY and CALLIE M. CURRY
805 Oak Park Drive
Morgan Hill, CA 95037-4743
408/ 779-1805

Representative Defendant:

LAKE ALMANOR PINES, UNITS 1 AND 2,
PROPERTY OWNERS ASSOCIATION, INC.,
a California domestic non-profit corporation No.
C1825555

Mailing Address:

P.O. Box 2822
Lake Almanor, CA 96137

Agent for Service of Process and President:

Emma Jean Hilsinger
467 Ponderosa Drive
Lake Almanor, CA 96137
530/ 596-4224

Settling Defendants:

Those certain named defendants as listed in Attachment 2 and consisting of some of the owners of record of the lots of those certain subdivisions known as "Lake Almanor Pines Subdivision Unit No. 1" and "Lake Almanor Pines Subdivision Unit No. 2", as shown in the Official Records of the County of Plumas, State of California.

Attorneys: Attorney for Plaintiff and Successor Plaintiffs:

Craig J. Bassett, SB# 106825
Attorney at Law
16275 Monterey Road, Suite Q
Morgan Hill, CA 95037-5466
408/ 779-0007
FAX 408/ 778-6005

Attorney for Representative Defendant and Settling Defendants:

Lawrence A. Puritz, SB# 080555
Attorney at Law
182 E. 7th Street / P.O. Box 935
Chico, CA 95927
530/ 343-1614
FAX 530/ 343-1629

289 Main Street / P.O. Box 542
Chester, CA 96020
530/ 258-3800
FAX 530/ 258-3811

Mediator/ Hon. Stanley C. Young
Referee/ Superior Court Judge (Retired)
Special P.O. Box 322
Master: Quincy, CA 95971
530/ 283-1125
FAX 530/ 283-1167

Property: The real property which is the subject of the Legal Action is described as follows:

That certain parcel of land approximately 200' x 60' contiguous to Lake Almanor known as Plumas County Tax Assessor's Parcel Number 104-083-02, also known as 'Eleanor Street', and which is situate across from where Big Cove Road meets Peninsula Drive, and which is adjacent to the property whose commonly known address is 340 Peninsula Drive, Lake Almanor, California 96137.

Legal Description of Property:

Real property situated in the unincorporated area of Lake Almanor, in the County of Plumas, State of California described as follows:

Portion of Section 19, Township 28 North, Range 8 East, M. D. B. & M., being more particularly described as follows:

Beginning at the most Northerly corner of Lot 1 in Block 4, as shown upon that certain map entitled, "Lake Almanor Peninsula Unit No. 2", on file in the office of the County Recorder of the County of Plumas, State of California, in Book 1 of Maps, at page 61; thence South 31° 16' East along the Northeasterly line of said Lot 1 a distance of 174.97 feet; thence continuing Southeasterly along the Northeasterly line of said Lot 1 and its Southeasterly prolongation thereof South 31° 31' 30" East a distance of 129.49 feet to a point on the 4500 foot contour line as shown upon the above referred to map; thence Northwesterly and Northeasterly along the said 4500 foot contour line as shown upon the above referred to map to the Southwesterly corner of Lot 17 in Block 15, as shown upon the above referred to map; thence South 31° 17' West along the Southwesterly line of said Lot 17 a distance of 181.76 feet to the most Westerly corner of said Lot 17; thence Southwesterly along a curve to the left with a radius of 286.07 feet and a central angel of 12° 07' 00" an arc distance of 60.5 feet to the point of beginning.

Said parcel being shown as Eleanor Street, upon that certain map entitled, "Lake Almanor Peninsula Unit No. 2", on file in the office of the County Recorder of the County of Plumas, State of California, in Book 1 of Maps, at page 61.

Subdivision Lot Owners/ Grantees of Lake Access Easement: All those certain persons and entities consisting of each and every legal owner of record of the lots of those certain subdivisions known as "Lake Almanor Pines Subdivision Unit No. 1" and "Lake Almanor Pines Subdivision Unit No. 2", as shown in Book 3 of Maps, at pages 1 and 25, respectively in the Official Records of the County of Plumas, State of California on the date that a certified copy of the judgment provided for herein is recorded in Official Records, Plumas County, California.

Agreed: With reference to the above details set forth in this PREAMBLE, by execution of this agreement, and for good and valuable consideration, receipt of which each party hereby acknowledges, the Real Parties in Interest mutually acknowledge the matters described in the RECITALS, and agree to all the terms, covenants, and conditions of this agreement set out below.

ESA, [-INITIALS-] *ML*
OMC

2 SYNOPSIS OF SETTLEMENT TERMS.

2.1 Successor Plaintiffs are granted fee simple title to the Property. Successor Plaintiffs are obligated to pay the real property taxes, to install a gate on it, and to maintain and improve the property at their sole cost and expense.

2.2 Subdivision Lot Owners are granted a non-exclusive private easement in perpetuity (runs with the land owned by each Subdivision Lot Owner) for non-commercial recreational lake access and parking over, on and at the Property.

2.3 Parties stipulate to entry of judgment to accomplish the foregoing (quieting title and establishing the easement on the Property).

2.4 Based on court-authorized publication of the summons and complaint, pursuant to CCP §764.030(a) the judgment will be binding and conclusive on all persons known and unknown who have any claim to the Property.

2.5 Mutual release between parties for all known and unknown claims or disputes concerning the Property.

2.6 Parties bear own attorney fees and costs.

3 RECITALS.

3.1 **Former Homeowners Association Property.** The Property was at one time owned in fee simple by "Lake Almanor Pines Property Owners Association, Inc., a corporation" incorporated in the State of California on about January 8, 1979 as corporation number C0907835 (*the Former Homeowners Association*).

3.2 **1984 Grant Deed to Unnamed Subdivision Lot Owners.** The Former Homeowners Association, by its authorized officers, executed, acknowledged, and caused to be recorded a corporation grant deed on July 25, 1984 in Volume 410 at Page 463 Official Records Plumas County, which purported to transfer the Former Homeowners Association's title in and to the Property to the following named grantee:

"The owners of record of the lots shown upon those certain subdivisions known as Lake Almanor Pines Subdivision Unit No. One and Lake Almanor Pines Subdivision Unit No. Two, on file in the office of the County Recorder of the County of Plumas, State of California, in Book 3 of Maps, at pages 1 and 25, respectively".

3.3 **Certificate of Dissolution.** In a "Certificate of Dissolution" filed with the California Secretary of State on June

9, 1987, attendant to formal dissolution of the Former Homeowners Association, the authorized officers of the Former Homeowners Association declared under penalty of perjury in relevant part as follows with respect to the Property:

"The corporation had a Lake Access road which was deeded to the Property Owners of Record in Lake Almanor Pines Units I & II, in 1985 [*sic*]. We have no money so [the Property] will go back to the county for non payment of taxes. . . . Members were notified and agreed to this action. [¶] The corporation is dissolved."

3.4 **Cloud on Title; Property Taxes Dilemma.** The 1984 grant deed (referred to above) by the Former Homeowners Association designated as grantee an unnamed class of persons causing concern that the grant deed was insufficient to convey proper legal title to the Property. Since the Former Homeowners Association was a corporation which dissolved in 1987, the legal title holder of the Property has ever since been in question and the grant deed created a cloud on title. On information and belief, no title company has ever issued a policy of title insurance in connection with the 1984 ambiguous grant deed or in connection with any subsequent transfer, if any, of any grantee's interest in the Property to a subsequent owner. The Property is therefore presently uninsurable as to title and vesting. In many instances, lots of the two subdivisions have changed ownership since 1984 without any mention or consideration as part of the transfer, of a sale or conveyance of an undivided fractional interest in the Property (assuming one was validly created in 1984), further constituting a cloud on the title to the Property and leaving gaping holes in the chain of title. Yet further, the tax assessor for the County of Plumas has since 1984 taken the position that to assess and collect property taxes from so many different persons at so many different addresses is impracticable, and the tax assessor has therefore sent only one tax bill each year which has of necessity inequitably been paid by only a select few.

3.5 **Adjacent Property Owner.** In about 1979 Plaintiff (Gordon) acquired real property commonly known as 340 Peninsula Drive, Lake Almanor, Plumas County, California 96137 Assessor's Parcel Number 104-083-04 consisting of about 1 acre of land. He later improved the property with a retail shop, garage, and home constructed on it. The home on this property was Plaintiff's primary residence. This real property was and is located adjacent to the Property which is the subject of the Legal Action, both of which are contiguous to Lake Almanor.

3.6 **Improvements to Property and Payment of Real Property Taxes.** Over the course of many years' time during Plaintiff's ownership of the property adjacent to the subject Property, Plaintiff, for some of the years, paid the real property taxes for the Property to the County of Plumas. Plaintiff also

at times improved and resurfaced the roadway on the Property, and put down pavement for a parking area and constructed a system of drainage for the Property, including laying about 160 feet of underground conduit so that water would not wash out the roadway as it had done on occasions during heavy storms. Plaintiff made other improvements to the Property, and used it for parking for the retail shop on his property and also as the primary access road to his property. In 1989, Plaintiff formally acquired by recorded quitclaim deed whatever undivided fractional interest one of the lot owners of Lake Almanor Pines Subdivision Unit No. 1 held in the Property as a result of the 1984 grant deed executed and recorded by the Former Homeowners Association.

3.7 Trespass and/or Unauthorized Use of Property. Since the Property came into existence, as observed by Plaintiff and Successor Plaintiffs and others, some members of the public and certain individuals seeking access to properties along the lake by traversing the exposed land below the 4,500 foot elevation when the lake is down, have occasionally trespassed and made unauthorized use of the Property. One of the goals of the Legal Action was to curtail such trespasses which were adverse to the interests of both Plaintiff and the Subdivision Lot Owners.

3.8 New Homeowners Association. On about July 17, 1992 a new homeowners association was incorporated as a California domestic non-profit corporation No. C1825555 (*the New Homeowners Association*). Emma Jean Hilsinger was named as the agent for service of process, and is the current President of the New Homeowners Association. The New Homeowners Association does not now legally own nor has it ever legally owned the Property. Not all lot owners of record of the two Lake Almanor Pines Subdivisions have voluntarily joined or participated in the New Homeowners Association activities. The New Homeowners Association contends that it is a reincarnation or resurrection of sorts of the Former Homeowners Association, but this question is not settled nor addressed in this settlement agreement since it is an issue irrelevant to the resolution of the pending Legal Action.

3.9 Legal Action. On October 29, 1999 while still the record owner of the real property adjacent to the Property, Gordon commenced legal action for adverse possession, prescriptive easement, reformation of grant deed, and declaratory relief. One of the goals of the litigation was to "clean up" the title to the Property which was clouded given the uncertain effect of recording the Former Homeowners Association's grant deed and the subsequent dissolution of that corporate entity thereafter. This action is now pending in the Superior Court of California, County of Plumas, Civil Case No. 20904.

3.10 Successor Plaintiffs. After commencement of the Legal Action, Gordon sold and transferred his property to Mark

W. Curry and Callie M. Curry, who are thus the Successor Plaintiffs, and the Real Party in Interest as to the Legal Action and the Property. Plaintiff executed, acknowledged, and delivered to Successor Plaintiffs a quitclaim deed affecting his interest in the Property, whatever that interest may be, but that deed has not yet been recorded. Plaintiff desires to assign to Successor Plaintiff all of his right, title, and interest in and to the Property and the Legal Action in order to vest in the current owner of the adjacent property the rights and remedies provided for herein.

3.11 Appointment of Referee. On February 14, 2000 the Superior Court appointed Hon. Stanley C. Young, Judge (Retired), as a referee or "special master" pursuant to the authority of CCP §639(d) and CCP §763.010(b), *inter alia* to act as a mediator and ombudsman in the case, and to investigate whether the plaintiff used reasonable diligence to ascertain the identity and residence of persons sought to be served by publication.

3.12 Notice of Pending Action (*Lis Pendens*). A notice of pending action identifying the Property as the subject of the Legal Action was recorded April 18, 2000, in Book 805, Pages 66-77, instrument number 2286, Official records Plumas County, California (*the lis pendens*).

3.13 Mediation. On the morning of August 29, 2000 the Mediator, the Attorneys, the Plaintiff, the Successor Plaintiffs, the authorized officer (President) of the Representative Defendant, and about 6-10 individuals from among the Settling Defendants met at the Property to participate in a pre-arranged and pre-noticed mediation. This settlement agreement is the product of that meeting at which the Real Parties In Interest successfully reached a resolution of all the contested issues in this case.

3.14 Service of Summons by Publication. Upon Plaintiff's motion and with the express concurrence of the Referee and the Attorney for the Settling Defendants, the Court authorized Plaintiff to serve the summons and complaint on all named and fictitiously named defendants not previously served by any other valid method, by publication in a newspaper of general circulation, pursuant to CCP §415.50. (The initial publication order was filed August 3, 2000, but because the initial publication lacked certain required content, Plaintiff sought and obtained on October 23, 2000 an amended order authorizing a subsequent publication containing the formerly missing language.) Publication of the summons was thereafter accomplished in the Chester Progressive on December 6, 13, 20, and 27, 2000. The publication included certain content required by CCP §763.020(c) applicable to the actions seeking to quiet title in and to real property. The summons, complaint, and a copy of the amended order authorizing service by publication was also posted in a conspicuous place on the Property on November 1, 2000 by a registered process server

in compliance with CCP §763.020(a). Proof of this posting has been filed with the Court.

3.15 No General Appearance Yet By Any Defendant In the Legal Action. Despite accomplished personal service, substituted service, and acknowledged service by mail [CCP §415.30] on many of the named defendants, for which proofs of service have been filed with the court, to date no defendant has yet made a general appearance in the Legal Action. The answer of these defendants who have been served with process was due prior to this date; however, their default has not been requested by Plaintiff based on Plaintiff's Attorney's agreement to forebear such action pending resolution of this case by the within stipulation and agreement.

3.16 Representative Defendant's General Appearance. There are approximately 150 lots in the two subject Lake Almanor Pines Subdivisions and there are approximately 250 named defendants in the Legal Action at present. Requiring every named defendant herein to make a general appearance in the Legal Action and requiring each to pay the statutory first appearance fee would cost defendants cumulatively (at \$182 per defendant) over \$45,000 just to file an answer, an expense which would cover only the filing fee, not any additional attorney fees and other costs. Given such a prohibitive economic burden, as part of the agreed upon resolution of the Legal Action, the Real Parties In Interest and the Mediator submit that the question in this case is one of common or general interest affecting many persons, and that therefore it is appropriate pursuant to the ostensible authority of CCP §382 for the Court to permit one defendant to appear for the benefit of all. The parties therefore request that the Court expressly permit the Representative Defendant (the New Homeowners Association) to enter a single general appearance in the Legal Action in a representative capacity on behalf of all the Settling Defendants and that only that Representative Defendant be required to pay the statutory first appearance fee for one defendant only.

3.17 Authority of Representative Defendant. The authority of the Representative Defendant, who for practical and economic reasons is the sole signatory to this settlement agreement acting as an agent on behalf of the Settling Defendants (a class of about a 100 persons), is derived from communications with the Settling Defendants whom the Representative Defendant and the Attorney for Settling Defendants warrant and represent, have had reasonable notice and opportunity to participate in giving their consent to the terms and conditions of this settlement agreement.

3.18 No Known Claimants of Record. With the exception of the lien for general, special, and/or supplemental real property taxes levied upon the Property which will not be affected by the stipulated judgment proposed herein, Real Parties In Interest represent that none knows of any other

exception to title or specific claimant holding a lien or encumbrance as an exception to title, as of the time the *lis pendens* was recorded on April 18, 2000. A title company was asked to do a search for any claim of record as of that date, and none was found other than as set forth immediately above.

3.19 Grant of Easement Will Benefit a Broader Set of Persons Than Just the Settling Defendants. The Attorney for the Representative Defendant and the Settling Defendants represents such parties only. The "Settling Defendants" are presumably a subset of the group referred to herein as the "Subdivision Lot Owners". The Subdivision Lot Owners will benefit from the grant of easement, even though not all such Subdivision Lot Owners have participated in this settlement.

3.20 Plaintiff Will Request Default of Non-Settling Defendants. At the earliest permissible date, Plaintiff will request that the Court enter the default of all *non-Settling Defendants* in order to confer complete competent *in rem* jurisdiction in the Court to deal with the Property as the Real Parties In Interest desire hereby.

3.21 Effect of Appurtenant Easement. The effect of granting to the Subdivision Lot Owners an *appurtenant* easement as provided for herein, will be that, as to each lot in the two Lake Almanor Pines Subdivisions (referred to as the "dominant tenements"—the Property being the "servient tenement"), such easement rights will "run with the land", or in other words, will be a permanent accession to each of the lots of the subdivision lands; such easement rights will pass as an incident of ownership of the real property *lot*, making unnecessary as a condition of transfer any specific reference in subsequent conveyances of the lot, to the easement rights created by the judgment provided for herein.

3.22 No Representation re Use of Lake Front Land. The Settling Defendants acknowledge that Plaintiff and Successor Plaintiffs do not grant approval, nor represent to Settling Defendants that they have any ability to grant approval, for any specific type of use of the land and/or water below the Lake Almanor 4,500 foot contour elevation line; notwithstanding the forgoing, Successor Plaintiffs do consent to access for the purpose of launching/retrieving a small boat. In addition, the Real Parties In Interest acknowledge that because the Property is situate at the end of a narrow cove, there may be some limitations concerning the use of the land and water below the Lake Almanor 4,500 foot contour elevation line by reason of the convergency of extrapolated property boundary sidelines (perpendicular to the shoreline) resulting in conflicting areas of use.

3.23 Summary of Law Applicable to Quiet Title Actions. Some of the quiet title statutes relevant to the Legal Action are summarized as follows: Any party who has a claim to the property may appear whether or not named. [CCP

§762.050.] Plaintiff is authorized to name unknown defendants. [§762.060.] A person named and served as an unknown defendant has the same rights as are provided by law in cases of all other defendants named and served, and the action proceeds against unknown defendants in the same manner as against named defendants and with the same effect. [§762.070.] Service by publication on unknown defendants is specifically authorized upon court order. [§763.010(b).] Valid service by publication in quiet title actions is subject to certain conditions, namely the summons and complaint must be posted at a conspicuous place on the property, plaintiff must record a *lis pendens*, and the publication of the summons must particularly describe the property. [§763.020.] Judgment quieting title to real property requires the court to examine into and determine the plaintiff's title against the claims of all defendants. [§764.010.] Judgment quieting title is binding and conclusive on all persons known and unknown who were parties to the action and who have any claim to the property, whether present or future, vested or contingent, legal or equitable, several or undivided. [§764.030(a).]

3.24 Judgment Effect and Binding On All Persons. In the present case, since all persons known or unknown, *i.e.*, fictitiously named, have been served by publication, they are deemed "parties" to the action. Considering this and applying the quiet title law to the instant case, the parties hereto expect and anticipate that the stipulated judgment will therefore be effective, binding, and conclusive against any and all persons, known or unknown, who may have an interest in or claim to have an interest in the Property or the easement, adverse to Plaintiff, Successor Plaintiffs, or the Settling Defendants.

4 SETTLEMENT TERMS.

4.1 Assignment to Successor Plaintiffs. Plaintiff hereby assigns, conveys, grants, turns over, and transfers all of Plaintiff's right, title, and interest, in and to the Property and the Legal Action to Successor Plaintiffs.

4.2 Consent to Representative Defendant. Real Parties In Interest hereby agree and request the Court's concurrence that (1) the Representative Defendant be named as a DOE defendant by amendment to the complaint pursuant to CCP §474; (2) the Representative Defendant be the only party among the Settling Defendants to be required to make a general appearance in this case; (3) the Representative Defendant be permitted to make its appearance in the Legal Action on behalf of all Settling Defendants; and (4) the first appearance filing fee of \$182.00 due from the Representative Defendant be the only filing fee required on behalf of all Settling Defendants.

4.3 Default of Non-Appearing Defendants. In order to make the stipulated judgment provided for herein binding on all interested persons in the Property, Real Parties In Interest

agree and consent that, with the Court's concurrence, the default of all non-appearing defendants and all persons interested in the property, known or unknown, be entered upon request and proper showing by Plaintiff submitted to the Court on the proper forms and upon the usual proper grounds as required to obtain the default of a party. A copy of the SYNOPSIS OF SETTLEMENT TERMS set forth above (only) shall accompany the request to enter default mailed to such non-appearing defendants and, in addition, a letter from the Mediator agreed upon by the Attorneys explaining the nature of and rules governing the lake access easement. The cost of mailing and requesting the default shall be born by Successor Plaintiffs alone.

4.4 Payment for Real Property Taxes Advanced. Successor Plaintiffs agree to pay to "LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, INC." the sum of \$4,500.00 (four thousand five hundred dollars) by cashier's check upon execution hereof by all parties. This sum shall be deemed to be payment for the real property taxes formerly advanced by said corporation to the Plumas County Tax Collector pertaining to the Property.

4.5 Stipulated Judgment Granting Title to Successor Plaintiffs. Real Parties In Interest consent and stipulate to entry of judgment in the Legal Action granting fee simple title in and to the Property to Successor Plaintiffs. Successor Plaintiffs acknowledge that such ownership by Successor Plaintiffs and their successors carries the obligation, among other things without limitation, to pay the property taxes and assessments due and owing on the Property.

4.6 Stipulated Judgment Granting Easement to Subdivision Lot Owners. The Real Parties In Interest consent and stipulate to entry of judgment expressly granting to the Subdivision Lot Owners an appurtenant non-exclusive private easement in perpetuity for non-commercial recreational lake access and parking over, on, and at the Property as more particularly set forth in the proposed judgment herewith.

4.7 Expungement of *Lis Pendens*. The stipulated judgment will include a provision expunging the *lis pendens*.

4.8 Form of Judgment Quieting Title. A form of the proposed judgment referred to above is attached hereto and incorporated herein by this reference.

4.9 Recitals as Evidence. The Real Parties In Interest intend and agree that the factual matters set forth in the foregoing RECITALS shall constitute the evidentiary grounds upon which the Court bases its judgment in the Legal Action notwithstanding that the judgment is made pursuant to the stipulation of the Real Parties In Interest.

4.10 Improvement and Maintenance of Property.

Successor Plaintiffs agree, at their sole cost and expense, to install on the Property on the improved roadway portion of it situate about 80 feet from the boundary of the Property and Peninsula Drive, a manually operated swing-open type gate to discourage access to the lake by unauthorized users. Successor Plaintiffs agree to maintain at their own cost and expense, the general condition of the improvements used by the Subdivision Lot Owners as part of the easement granted to them.

4.11 Enforcement of Easement and Ownership Rights.

The Real Parties In Interest agree that, with the concurrence of the court, the judgment referred to herein will also direct local law enforcement personnel to, if called upon, enforce the respective rights of the Subdivision Lot Owners and the Successor Plaintiffs as against each other and as against any other third party trespassing upon or violating the agreement of the Real Parties In Interest with respect to the Property and the rights and responsibilities set forth in the stipulated judgment.

4.12 Arbitration of Future Disputes Between Real Parties In Interest. In any future irreconcilable dispute between or among Real Parties In Interest concerning the Property or the rights and responsibilities conferred upon any such party according to this settlement agreement, if any should arise, the persons involved in such a dispute (provided that both sides shall be a Real Party In Interest hereof) shall be required to refer and submit the matter to the Mediator for binding arbitration (no right of appeal and no right to a jury or court trial). If the Mediator accepts to adjudicate such a dispute, the disputing parties shall pay their fair share of the cost of the Mediator as determined by the Mediator, and the decision of the Mediator will be final and binding on such parties. The Mediator is empowered in such circumstances to issue provisional remedies, including without limitation injunctive relief. The parties shall have the right to discovery with the Mediator's permission. If the Mediator declines to accept the responsibility to adjudicate the dispute or if the Mediator is unavailable because of death, incapacity, or unavailability because of moving from the area then the parties are at liberty to resolve it through legal action or other appropriate alternative dispute resolution as may hereafter be agreed to by such parties to the particular dispute.

4.13 Mutual Release for All Known and Unknown Claims. The Real Parties In Interest agree to the mutual release provision set forth below.

4.14 Attorney Fees; Costs. Each of the Real Parties In Interest agrees to bear its own attorney fees and costs in connection with the Legal Action and this settlement agreement. (Note that some costs of the Mediator have already been shared equally by and between two sides—Successor Plaintiffs and Settling Defendants.)

4.15 Settlement Judicially Supervised. The Real

Parties In Interest acknowledge and consent that the settlement agreement made at the Mediation held on August 29, 2000, of which this written agreement is the memorialization, represents a judicially supervised settlement of the Legal Action which is enforceable pursuant to CCP §664.6.

5 MUTUAL RELEASE.

5.1 General Release. Effective on entry of judgment as set forth above, each party to this Release, on behalf of itself, its agents, employees, officers, directors, partners, heirs, executors, administrators, assignors, assignees, attorneys, spouses, and successors hereby fully releases and forever discharges each other party to this Release and its agents, employees, officers, directors, partners, heirs, executors, administrators, assignors, assignees, attorneys, spouses, insurance carriers, and successors from any and all rights, claims, demands and actions which each releasing party may or might have against each other party from any and all actions, causes of action, demands, damages, costs, expenses and debts, including without limitation those arising out of:

5.1.1 Property. Claims, matters, or disputes between the parties in connection with the Property.

5.1.2 Legal Action. Matters or issues of fact and/or law connected with the Legal Action, or the dispute referred to above; and

5.1.3 Global. In general, any and all matters reasonably related to the dispute and/or the Legal Action, including without limitation those concerning any of the factual matters contained in the foregoing RECITALS.

5.2 Release Includes Unknown Claims. Each party to this Release, has read and fully understands the following language of §1542 of the Civil Code of the State of California:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

Having been so apprised, each party elects to and does assume all risk for claims, known or unknown, heretofore or hereafter arising from the subject of this Release, and specifically waives any rights each may have under Civil Code §1542.

5.3 No Admission. This Release is a compromise of claims and disputes between the parties and shall not be taken or used at any time or place or for any reason or purpose as constituting an admission by any party of wrongful conduct on the part of any party hereto, or of liability for any injuries or

ESB [-INITIALS-] *MC*

damages alleged to have been sustained by any party or by any other person or entity.

5.4 Voluntary Execution. The parties hereto acknowledge that they, and each of them, have been furnished with copies of, and have read, this Release, and that this Release has been freely and voluntarily entered into by them and they agree to be fully bound by the terms hereof. Further, this Release is executed without reliance upon any representation by any person not contained herein.

6 GENERAL PROVISIONS.

6.1 Headings. The titles and headings of the various sections of this agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this agreement.

6.2 Time of Essence. All times and dates in this agreement are of the essence.

6.3 Binding Effect. This agreement is and shall be binding upon, and inure to the benefit of, the predecessors and successors of all parties.

6.4 Integration Clause. This written agreement constitutes the entire settlement agreement and release between the parties hereto and may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by the party against whom the same is sought to be enforced. The terms of the release are contractual in nature and not mere recitals.

6.5 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

6.6 Attorney Fees. In any dispute between the parties hereafter concerning this settlement and release agreement, whether or not resulting in litigation and/or arbitration, the prevailing party shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorney fees.

6.7 Severability. If any part of this agreement is determined to be illegal or unenforceable, all other parts shall remain in effect.

6.8 Waivers. Any waiver of any term or provision of this agreement shall be limited only to the particular instance, and shall not be construed to bar that party's insistence on exact performance in any subsequent instance.

6.9 Gender and Number. As used in this agreement,

the masculine, feminine, or neuter gender, and the singular or plural number, shall include the others whenever the context so indicates.

6.10 Counterpart Copies. This agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

6.11 Other documents. Each party agrees to execute whatever other documents may be necessary to carry into effect the spirit and intent of this agreement.

6.12 Status of Parties; Authority to Sign. Each signatory to this agreement personally warrants that he/she has full authority to enter into this agreement on behalf of the entity which he/she represents, if signing in a representative capacity.

7 SIGNATURES.

7.1 Real Parties In Interest. In witness whereof, the Real Parties In Interest hereto agree to the terms and conditions stated above and RESPECTFULLY REQUEST THE COURT TO ENTER THE JUDGMENT AS PROVIDED FOR HEREIN.

5/19/01 X Everett S. Gordon
Date EVERETT S. GORDON

5/19/01 X Mark W. Curry
Date MARK W. CURRY

5/26/01 X Callie M. Curry
Date CALLIE M. CURRY

1/1 X
Date LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, a California domestic non-profit corporation, on behalf of each of and all the Settling Defendants
By: Larry Larson, Authorized Officer

7.2 Attorneys. The undersigned attorneys approve of this agreement as to form.

5/19/01 X Craig J. Bassett
Date Craig J. Bassett

1/1 X
Date Lawrence A. Puritz

7.3 Mediator. The undersigned Mediator concurs.

1/1 X
Date Hon. Stanley C. Young
Superior Court Judge (Retired)

7 SIGNATURES.

7.1 Real Parties In Interest. In witness whereof, the Real Parties In Interest hereto agree to the terms and conditions stated above and RESPECTFULLY REQUEST THE COURT TO ENTER THE JUDGMENT AS PROVIDED FOR HEREIN.

1 / 1 X

Date

EVERETT S. GORDON

1 / 1 X

Date

MARK W. CURRY

1 / 1 X

Date

CALLIE M. CURRY

5/14/01 X *Larry Larson*
Date LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, a California domestic non-profit corporation, on behalf of each of and all the Settling Defendants
By: Larry Larson, Authorized Officer

5/14/01 X *Beverly R. Erdos*
Date LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, a California domestic non-profit corporation, on behalf of each of and all the Settling Defendants
By: Beverly Erdos, Treasurer

7.2 Attorneys. The undersigned attorneys approve of this agreement as to form.

5/19/01 X

Date

Craig J. Bassett

5/16/01 X *Debbie Lundquist*
Date LAKE ALMANOR PINES, UNITS 1 AND 2, PROPERTY OWNERS ASSOCIATION, a California domestic non-profit corporation, on behalf of each of and all the Settling Defendants
By: Debbie Lundquist, Secretary

5/19/01 X *Lawrence A. Puritz*
Date Lawrence A. Puritz

7.3 Mediator. The undersigned Mediator concurs.

1 / 1 X

Date

Hon. Stanley C. Young
Superior Court Judge (Retired)

Headings Key:

A.P.N.	means	Plumas County Tax Assessor's Parcel Number
UNIT#	means	Subdivision Unit Number
SURNAME	means	Surname of Owner of Parcel
FIRST	means	Given Name of First Owner
SECOND	means	Given Name of Second Owner (If Blank, None)
STREET ADDRESS	means	Street Address of Parcel in Lake Almanor, Plumas County, California

LIST OF DEFENDANTS
(Sorted by A.P.N.)

A.P.N.	UNIT#	SURNAME	FIRST	SECOND	STREET ADDRESS
104-081-05	1-79	Casella	Paul	Connie M.	400 Ponderosa Dr.
104-084-01	1-01	Tantardino	Authur R.	Barbara J.	403 Ponderosa Dr.
104-084-02	1-02	Towler	Theodore R.	Ruby I.	401 Ponderosa Dr.
104-361-03	1-10	Kremer	Gary R.		419 Arbutus Dr.
104-361-04	1-11	Johnson	Raymond A.	Mary P.	421 Arbutus Dr.
104-361-05	1-12	Snyder	Dean E.	Bonnie J.	425 Ponderosa Dr.
104-361-06	1-13	Floyd	David M.	Terry Jean	427 Ponderosa Cir.
104-361-07	1-14	Ward	Janice K.		429 Ponderosa Cir.
104-361-08	1-15	Rickert	David R.	Geraldine	431 Ponderosa Cir
104-361-09	1-81B	Young	George M.	Vera L.	415B Arbutus Dr.
104-361-10	1-80A	Kirshenblatt	Perry J.		415A Arbutus Dr.
104-361-11	1-09B	Broglio	Randy J.	Page N.	417B Arbutus Dr.
104-361-12	1-09A	McIntyre	Raymond E.		417A Arbutus Dr.
104-362-01	1-07	Moale	Peter E.	Frances M.	413 Arbutus Dr
104-362-02	1-06	House	David J.	Chisandra M.	411 Arbutus Dr.
104-362-03	1-05	Lopez	Ruben		409 Ponderosa Dr.
104-362-04	1-04	Lopez	Greg	Deborah	407 Ponderosa Dr.
104-362-05	1-03	Engilman	Dan J.	Virginia P.	405 Ponderosa Dr.
104-363-01	1-78	Forsyth	Charles L.	Bobbi Jo	408 Ponderosa Dr.
104-363-01+	1-78	Boganes	Coral E.	James E.	408 Ponderosa Dr.
104-363-02	1-77	Marks	Jerry	Lannette	424 Ponderosa Dr.
104-363-02+	1-77	Stivers	Joseph	Susan	424 Ponderosa Dr.
104-363-03	1-76	Moyle	Barbara McBride		426 Ponderosa Dr.
104-371-01	1-16	Cid	Jeffery Allan		433 Ponderosa Dr.
104-371-02	1-17	Ward	Leon	Janice K.	435 Ponderosa Dr.
104-371-03	1-18	McConnell	Robert D.	Jeri M.	437 Ponderosa Dr.

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104-371-04	1-19	Roggenbusch	Victor J.	Billie J.	439 Cedar Cir.
104-371-04+	1-19	Pellegaini	Terry	Deborah	439 Cedar Cir.
104-371-05	1-20	Roggenbusch	Victor J.		441 Cedar Cir.
104-371-06	1-21	Guibault	Patricia A. (Trustee)		443 Cedar Cir.
104-371-07	1-22	Wheaton	Carl George		445 Cedar Cir.
104-371-08	1-23	Guibault	Patricia A.		447 Cedar Cir.
104-371-09	1-24	Guibault	Patricia A. (Trustee)		449 Cedar Cir.
104-371-10	1-25	Broglio	Randy J.	Page N.	451 Ponderosa Dr./Manzanita
104-371-11	1-26	Bricker	Charles E.		501 Manzanita Wy.
104-371-12	1-27	Matthews	Paul C.	Joann D	503 Manzanita Wy.
104-371-13	1-28	Makowski	Didier L.	Mary E.	505 Manzanita Wy.
104-371-14	1-29	McMahon	James H.	Helen G.	507 Manzanita Wy.
104-372-01	1-75	Pulsifer	Guy R.	Geraldine	428 Ponderosa Dr.
104-372-02	1-74	Barnard	Gary W.	Carol A.	436 Ponderosa Dr.
104-372-03	1-73	Nix	William C.	Debra Diane	438 Ponderosa Dr.
104-372-04	1-72	Crowl	Walter B. (Trustee)		440 Ponderosa Dr.
104-372-05	1-71	France	Anthony R.		442 Ponderosa Dr.
104-372-05+	1-71	France	Margaret M.	Stephanie A.	442 Ponderosa Dr.
104-372-05+	1-71	Nord	Bradley C.		442 Ponderosa Dr.
104-372-06	1-70	Conner	Richard J.		448 Ponderosa Dr.
104-372-07	1-69	Boyer	James L.		450 Ponderosa Dr.
104-372-08	1-68	Nichols	Jeri Lynn		452 Ponderosa Dr.
104-372-09	1-67	Sandling	Dudley Eugene		454 Ponderosa Dr.
104-372-10	1-66	Birdsall	Claude R.	Eileen J.	456 Ponderosa Dr.
104-373-01	1-32	Lieby	Dixon	Shari Byram	506 Manzanita Wy.
104-373-02	1-33	Snyder	William R.	Brenda J.	453 Ponderosa Dr.
104-381-01	1-30	Zimmerman	Ronnie L (Trustee)		509 Manzanita Wy.
104-381-02	1-31	Voboril	Patrick L.		511 Manzanita Wy.
104-382-01	1-36	Lerch	Robert G.	Valerie L.	510 Firland Wy.
104-382-02	1-35	Sharrock	David L.	Kim	512 Firland Wy.
104-382-03	1-34	Mac Laughlin	Lynette D.		459 Ponderosa Dr.
104-383-01	1-37	Bozzo	Fedele C.	Beulah F	518 Firland Wy.
104-383-02	1-38	McMahon	Helen G.		516 Firland Wy.
104-383-03	1-39	Canepa	Craig D.	Marilyn	514 Firland Wy.
104-383-04	1-40	Michael	Lawrence J.		463 Ponderosa Dr.
104-383-07	1-43	Callender	Robert L.	Rita J.	524 Ponderosa Dr.
104-383-08	1-44	Deveny	Carl W.	Mary C.	522 Ponderosa Dr.
104-383-09	1-45	Schneider	Laurie A.		520 Ponderosa Dr.
104-383-10	1-41	Hilsinger	John L.	Emma Jean	467 Ponderosa Dr.
104-383-10	1-42	Hilsinger	John L.	Emma Jean	526 Ponderosa Dr.

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104-384-01	1-46	Lombardo	Sam F.	Mary L.	517 Manzanita Wy.
104-384-02	1-47	Delahunty	Dennis C.		519 Manzanita Wy.
104-384-03	1-48	Clark	Betty Jane		521 Manzanita Wy.
104-384-21	1-49	Prime	Michael T.	Robyn K.	523 Manzanita Wy.
104-384-22	1-50	Binns	Walter S.	Patricia A.	533 Manzanita Wy.
104-384-23	1-51	Sousa	Robert John	Laurinan	535 Manzanita Wy.
104-385-02	1-53	Faughn	Gerald J. Sr.	Ena M.	532 Ponderosa Dr.
104-385-03	1-54	Carney	Maurice B.	Shirley J.	530 Ponderosa Dr.
104-385-04	1-55	Lundquist	John B.	Debra	528 Ponderosa Dr.
104-385-08	1-56	Lipsett	James C.		501 Ponderosa Dr.
104-385-09	1-52	Thompson	Dwight F.		534 Manzanita Wy./Ponderosa
104-386-01	1-65	Goesman	Wendell H. Jr.	Audrey	458 Ponderosa Dr.
104-386-02	1-64	Fallis	James Charles		460 Ponderosa Dr.
104-386-03	1-63	Conradsen	Blair Chris		462 Ponderosa Dr.
104-386-04	1-62	Snyder	William	Brenda	464 Ponderosa Dr.
104-386-05	1-61	Cabral	Francis James		466 Ponderosa Dr.
104-386-06	1-60	Shaner	Walter Lawrence		468 Ponderosa Dr.
104-386-07	1-59	Kirshenblatt	Perry J.		470 Ponderosa Dr.
104-386-08	1-58	Berlin	Gregg A.	Carol Y..	500 Ponderosa Dr.
104-386-09	1-57	Womack	Nina		502 Ponderosa Dr.
104-391-01	2-80	Viertel	Karen A. Wallace		537 Manzanita Wy.
104-391-03	2-82	Lund	Robert E. (Trustee)		541 Manzanita Wy.
104-391-05	2-84	Lunetta	John		545 Manzanita Wy.
104-391-10	2-83	Kimble	Ervin W.	Melva M.	543 Manzanita Wy.
104-391-11	2-85	Jones	Lee R.		547 Manzanita Wy.
104-391-12	2-81	Thompson	James		539 Manzanita Wy.
104-391-12+	2-81	Berlin	Greg	Kim	539 Manzanita Wy.
104-391-12+	2-81	McFadden	Laura	Ronald	539 Manzanita Wy.
104-392-01	2-105	Jones	Ronald D.	Carol A.	536 Manzanita Wy.
104-392-02	2-104	Morford	Lester Earl Jr.		540 Manzanita Wy.
104-392-03	2-103	Morford	Lester Earl Jr.		542 Manzanita Wy.
104-392-06	2-100	Oatis	Greg M.		548 Manzanita Wy.
104-392-07	2-114	Castelli	Robert J.	Kathleen A.	521 Ponderosa Dr.
104-392-08	2-113	Cox	Bryan Lynn	Patricia Ann	519 Ponderosa Dr.
104-392-09	2-112	Aherns	Ernest Leroy		517 Ponderosa Dr.
104-392-10	2-111	Birdsall	Robert A.		515 Ponderosa Dr./Redwood
104-392-11	2-110	Brown	Malcom Eugene		513 Redwood Cir.
104-392-12	2-109	Henderson	Stanley G.	Linda L.	511 Redwood Cir.
104-392-13	2-108	Hassur	John G.	Catherine L.	509 Redwood Cir.
104-392-14	2-107	Peterson	Garry W.	Darlene R.	507 Redwood Cir.

104-392-15	2-106	Dewhurst	Maureen		505 Redwood Cir. / Ponderosa
104-392-15+	2-106	Dewhurst	Dean	Eileen	505 Redwood Cir. / Ponderosa
104-392-17	2-102	Van Zandt	Jack G.	Viola	544Manzanita Wy.
104-392-18	2-101	Dreith	Richard T. III	Jamie S.	546 Manzanita Wy.
104-393-01	2-145	Bustamante	Raymundo Jr.		504 Pine Cir. / Ponderosa Dr.
104-393-02	2-144	Kalfas	Dimitri Lee		506 Pine Cir.
104-393-03	2-143	Baker	Robert Edward	Deborah Jean	508 Pine Cir.
104-393-04	2-142	Cashman	Timothy J.	Linda L.	510 Pine Cir.
104-393-05	2-141	Cashman	Timothy J.	Linda L.	512 Pine Cir.
104-393-06	2-140	Pishek	Kenneth L.	Yvonnell	514 Pine Cir. / Ponderosa Dr.
104-393-07	2-139	Weaver	Gary R.	Marilyn K.	516 Ponderosa Dr.
104-393-08	2-138	Goode	Jennie M.		518 Ponderosa Dr.
104-393-08+	2-138	Simonson	Steven L.	Li	518 Ponderosa Dr.
104-393-09	2-137	Goode	Robert A.		520 Ponderosa Dr.
104-393-09+	2-137	McKinney	Penny Goode		520 Ponderosa Dr.
104-401-06	2-91	San Filippo	Francis A.		559 Manzanita Wy.
104-401-07	2-92	Dickie	Maria O.		561 Manzanita Wy.
104-401-08	2-94	Erdos	Beverly R.		563 Manzanita Wy. ?/545 Pon?
104-401-09	2-93	Ahrens	Beryl Lee Jr.		547 Ponderosa Dr.
104-401-11	2-86	Owen	Vergil L.	Delores A.	549 Manzanita Wy.
104-401-12	2-87	Lake Almanor Country Club			551 Manzanita Wy.
104-401-13	2-88	Blankenship	Earnest Leon		553 Manzanita Wy.
104-401-14	2-89	McConnell	Robert D.	Jeri M.	555 Manzanita Wy.
104-401-14+	2-89	McConnell	Stephen A.	Suzanne E.	555 Manzanita Wy.
104-401-15	2-90	Emerson	Beverly A.		557 Manzanita Wy.
104-402-01	2-99	Jones	Joy L. (Trustee)		550 Manzanita Wy.
104-402-02	2-98	Riggin	Mona L.		552 Manzanita Wy.
104-402-03	2-97	Hunter	Jimmy E.	Lory R.	554 Manzanita Wy.
104-402-04	2-96	Arps	Allyn L.	Virginia A.	556 Manzanita Wy.
104-402-05	2-95	Darnell	Darrell W.	Patricia A.	558 Manzanita Wy.
104-402-06	2-122	Cashman	Virginia C. (Trustee)		560 Manzanita Wy.
104-402-07	2-121	Capitol Bank (Trustee) & Betty Lane (Trustee)			537 Ponderosa Dr.
104-402-08	2-120	Sauls	Robert II	Karen K.	535 Ponderosa Dr.
104-402-09	2-119	Sauls	Robert II	Karen K.	533 Ponderosa Dr./ Spruce Cir.
104-402-10	2-118	Avila	Michael A.		529 Spruce Cir.
104-402-10+	2-118	Avila	Samual A.	Juanita	529 Spruce Cir.
104-402-11	2-117	Delvey	Floyd M.		527 Spruce Cir.
104-402-12	2-116	Larson	Larry L.	M. Joan	525 Spruce Cir. / Ponderosa
104-402-13	2-115	Thompson	Harold B.	Betty M.	523 Ponderosa Dr.
104-403-01	2-136	Casella	Paul Jr.	Connie M.	522 Ponderosa Dr.
104-403-02	2-135	Casella	Paul Jr.	Connie M.	524 Ponderosa Dr.

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104-403-03	2-134	Work	Robert A.	Helen M.	526 Ponderosa Dr.
104-403-04	2-133	Thayer	Douglas L.	Betty J.	528 Ponderosa Dr.
104-403-05	2-132	Peck	Robert Allen		530 Ponderosa Dr.
104-403-06	2-131	Dimulias	Chris James		532 Ponderosa Dr.
104-403-07	2-130	Viscovich	John		534 Ponderosa Dr.
104-403-07+	2-130	San Filippo	Stacey		534 Ponderosa Dr.
104-403-08	2-129	Sheffield	Robert Miles		536 Ponderosa Dr.
104-403-09	2-128	Cannon	Thomas P.	Sandra J.	538 Ponderosa Dr.
104-403-10	2-127	Gibson	George C.	Florence M.	540 Ponderosa Dr.
104-403-11	2-126	Bruckmeier	Diana Lillian		542 Ponderosa Dr.
104-403-12	2-125	Ethridge	Gregg A.	Heather A.	544 Ponderosa Dr.
104-403-13	2-124	Valente	Glen R.	Rosemary M.	546 Ponderosa Dr.
104-403-14	2-123	Webb	Otis K.		548 Ponderosa Dr.
104-403-14+	2-123	Geistlinger	Julie J.		548 Ponderosa Dr.

ESB

EXHIBIT "A"

	Plot	Address	Owner's Name
1	53016 104-393-03	508 Pine Circle	Baker, Robert Edward
2	53016 104-372-02	436 Ponderosa Dr	Barnard, Gary & Carol
3	53016 104-388-08	500 Ponderosa Dr	Berlin, Greg & Carol
4	53016 104-384-22	533 Manzanita Way	Binns, Walter & Patricia
5	53016 104-401-13	553 Manzanita Way	Blankinship, Ernest & Carol
6	53016 104-372-07	450 Ponderosa Dr	Boyer, James L.
7	53016 104-383-01	518 Manzanita Way	Bozzo, Fidelle & Beulah
8	53016 104-403-11	542 Ponderosa Dr	Bruckmeier, Dianna Kaftan
9	53016 104-393-01	504 Ponderosa Dr	Bustamonte, Raymundo & Dianne
10	53016 104-403-09	538 Ponderosa Dr	Cannon, Thomas & Sandra
11	53016 104-385-03	530 Ponderosa Way	Carney, Shirley
12	53016 104-402-06	560 Manzanita Way	Cashman, Virginia
13	53016 104-393-04 & 393-06	510 & 5123 Pine Circle	Cashman, Timothy & Linda
14	53016 104-392-07	521 Ponderosa Dr	Castelli, Robert & Kathleen
15	53016 104-372-06	449 Ponderosa Dr	Conner Richard J
16	53016 104-392-08	519 Ponderosa Dr	Cox, Bryan & Patricia
17	53016 104-372-04	440 Ponderosa Dr	Crowl, Walter B
18	53016 104-384-02	529 Manzanita Way	Delahunty, Dennis & Michelle
19	53016 104-402-11	527 Spruce Circle	Delvey, Floyd
20	53016 104-383-08	533 Ponderosa Way	Deveny, Carl & Mary
21	53016 104-401-15	557 Manzanita Way	Emerson, Beverly
22	53016 104-401-08	545 Ponderosa Dr	Erdos, Stephen & Beverly
23	53016 104-385-02	532 Ponderosa Way	Faughn, Gerald & Ena
24	53016 104-361-06	427 Ponderosa Dr	Floyd, David & Terry
25	53016 104-393-08	518 Ponderosa Dr & 520 Ponderosa Dr	Goode, Jennie
26	53016 104-393-09	520 Ponderosa Dr.	Goode, Robert
27	53016 104-371-08&371-06& 371-04	443 & 447 & 449 Cedar Circle	Guibalt, Patricia
28	53016 104-392-13	509 Redwood Circle	Hassur, John & Catherine
29	53016 401-383-10	467 Ponderosa Dr	Hilsinger, John & Emma
30	53016 104-362-02	411 Arbutus Dr	House, David & Chrisandra
31	53016 104-361-04	423 Arbutus Dr	Johnson, Raymond & Mary
32	53016 104-402-01	560 Manzanita Way	Jones, Joy
33	53016 401-391-11	547 Manzanita Way	Jones, Lee & Ruth
34	53016 104-392-01	536 Manzanita Way	Jones, Ronald & Carol
35	53016 104-393-02	506 Pine Circle	Carleson, Lance & Patricia Hand (Kai)
36	53016 104-391-10	543 Manzanita Way	Kimble, Ervin & Melva
37	53016 104-402-12	525 Ponderosa Dr	Larson, Larry & Joan
38	53016 104-401-07	561 Manzanita Way	Larson, John D. & Trun P.
39	53016 104-403-12	544 Ponderosa Dr	Lesko, Russ
40	53016 104-385-08	501 Ponderosa Dr	Lipssett, James & Janice
41	53016 104-385-04	528 Ponderosa Way	Lundquist, John & Debra
42	53016 104-382-03	459 Ponderosa Dr	Mac Laughlin, Lynette
43	53016 104-363-02	424 Ponderosa Dr	Marks Jerry & Stivers, Joe
44	53016 104-371-03	437 Ponderosa Dr	McConnell, Robert & Jerry
45	53016 104-362-01	413 Arbutus Dr	Moale, Peter & Francis
46	53016 104-392-02 & 393-03	540 & 542 Manzanita Way	Morford, Lester & Dorothy
47	53016 104-363-03	426 Ponderosa Dr	Moyle, Stanley & Barbara Mc Bride
48	53016 104-403-05	530 Ponderosa Dr	Peck, Robert & Duggan, Phyllis
49	53016 104-392-14	507 Redwood Circle	Peterson, Gary & Darlene
50	53016 104-393-06	514 Ponderosa Dr	Pishek, Kenneth & Yvonne
51	53016 104-384-21	523 Manzanita Way	Prime, Michael T. & Robyn
52	53016 104-372-01	428 Ponderosa Dr	Pulsifer, Guy & Geraldine
53	53016 104-361-08	431 Ponderosa Circle	Rickerl, David & Geraldine
54	53016 104-402-02	552 Manzanita Way	Riggin, Mona
55	53016 104-371-04&5	439 Ponderosa Dr + 441 Cedar Cr	Roggenbusch, Victor J.
56	53016 104-401-08	559 Manzanita Way	San Fillipo, Francis & Joan

	Plot	Address	Owner's Name
57	53016 104-372-09	454 Ponderosa Dr	Sandling, Dudley Eugene
58	53016 104-402-08 & 402-099	533& 536Ponderosa Dr	Sauls, Robert & Karen
59	53016 104383-09	426 Manzanita Way	Schneider, Lauri Blota
60	53016 104-403-08	436 Ponderosa Dr	Sheffield, Robert & Julie
61	53016 104-381-05	425 Ponderosa Dr.	Snyder, Dean E & Bonnie J
62	53016 104-373-03 & 388-04	453 Ponderosa Dr & 464 Ponderosa Dr.	Snyder, William & Brenda
63	53016 104-384-23	535 Manzanita Way	Sousa, Robert & Lauri
64	53016 104-383-02	424 Ponderosa Dr.	Stivers, Joseph & Susan
65	53016 104-403-04	528 Ponderosa Dr	Thayer, Douglas & Betty
66	53016 104-385-09	534 Manzanita Way	Thompson, Dwight & Sandra
67	53016 104-402-13	523 Ponderosa Dr	Thompson, Harold & Betty
68	53016 104-184-02	403 Ponderosa Dr.	Towler, Theodore & Ruby
69	53016 104-381-07	429 Ponderosa Circle	Ward, Janice
70	53016 104-403-14	548 Ponderosa Dr	Webb, Ottis K
71	53016 104-371-07	445 Cedar Circle	Wheaton, Carl & Marion
72	53016 104-403-03	536 Ponderosa Dr	Work, Robert & Helen
73	53016 104-381-09	415 Arbutus	Young,
74	53016 104-381-01	509 Manzanita Way	Zimmeman, Ronnie
76	53016 104-401-09	529 Spruce Circle	Ahrens, Beryl Lee Jr.
77	53016 104-402-10	515 Ponderosa Dr	Avila, Michael A, Samuel & Juanita
78	53016 104-372-10	456 Ponderosa Dr	Birdsall, Claude R. & Eileen J.
79	53016 104-403-07	534 Ponderosa Dr	Thrasher, Stacy
80	53016 104-372-08	452 Ponderosa Dr	Nichols, Jeri Lynn
81	53016 104-383-03	514 Firland Way	Canepa, Craig & Marilyn
82			
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