

GROUND LEASE

<p><u>LEASE COVERING PREMISES LOCATED AT</u></p> <p>LAS POSADAS 4-H CLUB CAMP, INC.</p> <p>NAPA COUNTY</p>
<p><u>AGENCY</u></p> <p>DEPARTMENT OF FORESTRY AND FIRE PROTECTION</p>

Lease No.: L-0042

THIS LEASE, dated for reference purposes only, June 1, 2002, is made by and between the State of California, acting by and through its Director of General Services, with the consent of the Department of Forestry and Fire Protection, hereinafter called STATE, and the Las Posadas 4-H Club Camp, Incorporated, a nonprofit corporation, duly organized and existing under and by virtue of the laws of the State of California and hereinafter called LESSEE.

RECITALS:

WHEREAS, STATE has under its control certain land area located in the County of Napa, State of California, commonly known as Las Posadas State Forest more particularly described as follows:

PROPERTY DESCRIPTION

The N 1/2 of the NE 1/4 of the SW 1/4, the N 1/2 of the easterly 5 chains of Lot 2, the SE 1/4 of the SE 1/4 of the NW 1/4, and the S 1/2 of the NE 1/4 of the SE 1/4 of the NW 1/4, all of Section 10, Township 8 North, Range 5 West, M.D.B.& M., containing 40.27 acres of land, more or less; shown on map as EXHIBIT A consisting of 2 pages, incorporated herein by this reference.

As well as the license and right to use:

(a) a strip of land ten (10) feet in width, lying five (5) feet on each side of a centerline beginning at a point on the most westerly boundary and lying 7 3/4 chains north of the southwest corner of the hereinabove described tract and proceeding thence N 60° W 1.12 chains, thence West 2.00 chains, thence S 85° W 2.00 chains, thence N 69° W 2.00 chains, thence N 60° W 2.00 chains, thence N 68° W 3.56 chains, thence N 84° W 1.35 chains, thence S 45° W 0.50 chains to a Spring, said right to be used only for the purpose of constructing and maintaining a Water Supply System.

(b) an additional pipeline right of way as follows:

Beginning at a point on the last mentioned course of the right of way centerline described in Paragraph (a) above, said point of beginning lying S 45° West, a distance of .10 chains from the northeasterly end of last course, proceed thence N 24° W 1.39 chains; N 37 1/4° W .80 chains; N 45 1/4° W 4.05 chains; N 50 3/4° W 1.18 chains; N 73° W .78 chains; N 88 3/4° W .96 chains; N 56 1/2° W 1.99 chains; N 28 1/2° W 1.94 chains; N 51 3/4° W .67 chains; N 01 1/4° W 1.16 chains; N 38 1/4° W 1.84 chains; N 24 1/4° W 1.07 chains; thence N 01° E .61 chains to the locus of a spring.

(c) the water from the hereinabove described springs:

(d) on a non-exclusive basis, the existing main access road traversing the Las Posadas State Forest, beginning at a point on or near Moore Creek where said access road lies with the above described leasehold premises and extending thence in a northwesterly direction following the sinuosities of the existing access road leading to the town of Angwin, for the purpose of ingress to and egress from the hereinabove described leasehold premises; and

(e) on a non-exclusive basis and solely for **educational purposes** in connection with 4-H Club activities, all the State-owned land, other than the hereinabove described leasehold and licensed premises, commonly known as Las Posadas State Forest.

WHEREAS, STATE'S policy is to make available certain land area under its control, for such purposes, when it is for the benefit of the public and same is consistent with the State of California's programs and needs; and

WHEREAS, it is in the best interests of the STATE that such a lease be consummated on the terms and conditions herein contained:

NOW, THEREFORE, it is hereby mutually agreed as follows:

WITNESSETH

AREA

1. STATE does hereby lease to LESSEE and LESSEE does hereby hire from STATE an area of approximately **40.27 acres** of bare land area, hereinafter called Premises.

USE

2. The Premises shall be used during the term hereof, solely for the purpose of; study and research work in forestry, botany and kindred subjects and experimentation in tree propagation, and not for recreational purposes, and that the same be used so far as is consistent with the aforementioned objects so that natural plant and animal life on the said lands be preserved. And on the further condition that the number of those admitted for study is not to exceed one - hundred fifty (150) persons at any one time.

(a) Said use of property by Lessee shall be in full compliance of the terms and conditions contained in that certain **Deed**, dated October 19, 1929 from Anita D.S. Blake and Anson S. Blake, her husband, to the State of California, covering the demised and other premises and made a part of this lease as **EXHIBIT B**, consisting of 11 pages, incorporated by this reference and may also be referenced in State of California Archive files as: Archive Number 83-0023.

(b) **EXCEPTING AND RESERVING** unto the State, the right to harvest, remove and manage all timber and other natural resources upon said land or that may be produced thereon, together with the right, at anytime to enter upon said land for any and all purposes; provided, however, that State shall not unreasonably disturb the surface of that portion of said leased premises comprising **40.27 acres**, to permit State to provide for public safety and to meet timber management and administrative objectives by maintaining a healthy, vigorous and rapid growing forest that is aesthetically appealing, so long as operation by State or its licensees do not unreasonably interfere with the Lessees use of said area granted by this Lease.

TERM

3. The term of this Lease shall be for a period of five (5) years to commence on June 1, 2002, and shall terminate on May 31, 2007, unless sooner terminated as provided herein.

EARLY
TERMINATION

4. The parties hereto agree that either party may terminate this Lease at any time during the term hereof by giving notice to the other party ninety (90) days prior to the date when such termination shall become effective.

RENT

5. There will be NO RENT (\$0.00) consideration due for the use of this space providing, ALL terms and conditions within this Lease and the Deed Restrictions dated October 19, 1929 are adhered to.

ADMINISTRATIVE
FEE

6. A one-time fee of Five Hundred Dollars (\$500.00) will be due upon execution to covers the STATE'S costs associated with the preparation and administration of this Lease.

DEFAULT

7. In the event of a breach of any of the covenants herein, to include those restrictions of attached **EXHIBIT B**, on the part of LESSEE to be kept and performed, provided such default continues for thirty (30) days after written notice from STATE to LESSEE of such default, it shall be lawful for STATE to re-enter upon and to take possession of the Premises and to remove all persons, property and improvements therefrom. In the event that the STATE terminates this Lease pursuant to this paragraph, the STATE shall not be required to pay LESSEE any sum or sums whatsoever.

INTEREST ON PAST
DUE OBLIGATIONS

8. Except as expressly herein provided, any amount due to STATE not paid when due shall bear interest at a rate equal to the maximum rate then allowable by law, per annum, from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LESSEE under this Lease.

MAINTAINING
IMPROVEMENTS

9. During the Lease term, Lessee shall keep the leased premises together with appurtenances, rights, privileges and easements belonging or appertaining thereto, in good repair and tenantable condition, including the maintenance, plumbing, heating, electrical equipment and fixtures, that all such facilities are kept in operative condition in compliance with all applicable ordinances, codes, regulations and requirements.

PROTECTION OF
PREMISES

10. Lessee does hereby covenant and agree to use its best efforts to prevent the destruction, injury, defacement, removal or disturbance in any way of any sign, equipment, marker, tree, flower, redwood burl, rock, mineral, animal, bird, or other wildlife, ruins, relics or any other property in or on the Las Posadas State Forest of which the demised premises is a part of, and to prevent the cutting or destruction of any and all vegetation.

(a) Lessee shall be allowed to use a reasonable amount of wood for domestic purposes as designated by the local State Forester and only from those areas and sources clearly approved by such.

COMPLIANCE
WITH LAWS

11. LESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all Municipal, State and Federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

FIRE PREVENTION
PLAN

12. An adequate fire prevention and control plan, in the judgement of the State Forester or his/her agent, which addresses the risks and hazards of said premises shall be prepared by the Lessee and shall be placed in effect and maintained on an annual basis by Lessee, as shown within their Emergency Fire Procedures as **Exhibit C**, consisting of 1 page, incorporated herein by this reference. The Lessee shall maintain all required fire apparatus and extinguishers in operative condition and keep adequate fire hose of good serviceable condition in appropriate containers at existing and required fire hydrants. Lessee shall take all reasonable precaution to prevent and suppress any and all fires. No material shall be disposed of by burning in open fires during prescribed periods (April 1 to December 1) without the written notice of the local State Forest Officer. Wood brush and grassland areas not a part of the immediate main camp, may be restricted from use by the local State Forester when it is determined that the potential for fire hazard may be great enough to warrant such restriction.

**SUBLETTING AND
ASSIGNMENT**

13. LESSEE shall not transfer nor assign this Lease, and shall not sublet, license, permit or suffer any use of the leased Premises or any part thereof, or lease space in any building on the land.

**ACCESS TO
PREMISES**

14. Only the LESSEE, its properly qualified and authorized agents, employees, and contractors, shall have the right of ingress to and egress from said Premises. If persons other than noted are needed to gain access to site, admission of such persons shall be permitted only, upon the express consent of STATE having first been obtained.

**RIGHTS RESERVED
BY STATE**

15. STATE reserves the right to use the real property involved in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.

(a) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said property.

NOTICES

16. All notices or other communications required or permitted hereunder shall be in Writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (b) if mailed as provided above, on the date of receipt or rejection, or (c) if given by electronic facsimile, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

TO LESSEE:

Las Posadas 4-H Club Camp, Inc.
Attn: Mr. David Harris, President
5332 McMillan Drive
Fair Oaks, California 95628
(916) 962-7203

TO STATE:

Department of General Services
Real Estate Services Division – SOLD Unit
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4172 (Public Number)
(916) 375-4173 (Facsimile Number)

Department of Forestry and Fire Protection
L.E. Luke Wilson
Real Property Manager
P.O. Box 944246
Sacramento, CA 94244-2460
(916) 324-1183 (Public Number)
(916) 324-3400 (Facsimile Number)

PROHIBITED USES

17. LESSEE shall not commit, suffer, or permit any waste on the Premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the leased Premises for any illegal or immoral purposes.

LEASE RENEWAL

18. STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

**FIRE AND
CASUALTY
DAMAGES**

19. STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease, insured against fire or casualty, and LESSEE will make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State of California in the course of their employment.

**HAZARDOUS
WASTE**

20. LESSEE agrees that it will comply with all laws, either Federal, State, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE'S illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the LESSEE is found to be in breach of this provision due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE'S direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order. In the event a government order is issued naming the LESSEE or the LESSEE incurs any liability, during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE'S obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE shall hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefore.

**IMPROVEMENTS &
MODIFICATIONS**

21. LESSEE shall at its sole cost and expense, have the right during its tenancy of the Premises to construct only necessary improvements or modifications to successfully operate the aforesaid group camping, education and conservation program; provided, however, no building or other improvement shall be altered or constructed without the prior written approval and consent therefore of the State:

(a) All work done by LESSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Improvements to the Premises must be in a manner consistent with the purposes of this Lease as set in lease hereof, provided further that all building plans for the construction or modification of any improvement shall be submitted to STATE in advance of such, and shall be subject to written approval by the STATE (California Construction Authority). STATE shall not unreasonably withhold such approval, and such approval shall not constitute any further approval of any other improvements outside of that submitted.

VEHICLE PARKING

22. All vehicles entering upon the Las Posadas State Forest area are to be parked in the appropriate area as designated by the State Forester and found within map referenced as **Exhibit A**, to include the one (1) vehicle designated for emergency use as outlined within the Emergency Fire Procedures. No vehicle will be allowed to be outside of any designated roadway area or parking area without the permission of the State Forester. The Las Posadas 4-H Club Camp, Inc. shall be responsible for all enforcement of the parking rules and regulations for this site while being utilized by LESSEE.

**DISPOSITION OF
LESSEE'S
IMPROVEMENTS**

23. (a) During the term of this Lease, all personal property placed in, upon, or under the leased Premises by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration or termination of LESSEE'S tenancy.

(b) Should LESSEE fail to remove said property within sixty (60) days after expiration or termination of the Lease, STATE may do so at the risk of LESSEE. Upon written demand by STATE, the LESSEE shall pay all cost and expense of the removal of LESSEE'S property.

(c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements shall vest in STATE.

**CONDITION OF
PREMISES**

24. (a) LESSEE accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to STATE the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, excepted.

(b) LESSEE shall not call on STATE to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

ACCESS ROAD

25. STATE hereby makes no representation regarding ingress and egress rights to the leased premises via the access road that serves the Las Posadas State Forest site. Regarding the use of said access road, LESSEE agrees to the following conditions and terms:

(a) LESSEE shall exercise its right personally or through its authorized guests, agents, employees and contractors whenever it is necessary for them, or any of them to have access to LESSEE'S facilities, now or hereafter located on said Las Posadas Forest Site.

(b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c) In the event locked gates are placed within any fences now or hereafter crossing said road, LESSEE shall provide said locks in such a manner that the gates may be used without disturbing the locks of others. LESSEE is also to provide STATE officials a copy of such keys also.

**VACATING THE
PREMISES**

26. LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to STATE, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

RECOVERY OF
LEGAL FEES

27. If action is brought by the STATE for the recovery of loss, under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE shall prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

UTILITIES /
GARBAGE
DISPOSAL

28. Lessee agrees to pay any and all utility charges that may be incurred in conjunction with the use of such area occupied at Las Posadas State Forest. Utilities are to include both electrical service and garbage disposal. Electrical service to be billed monthly by utility service and is to be the sole responsibility of Lessee payable within 30 days of receipt. Garbage collection to be in occupied months and shall also be the sole responsibility of Lessee with billing payable within 30 days of receipt.

TAXES AND
ASSESSMENTS

29. LESSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

NON-
DISCRIMINATION

30. (a) In the performance of this Lease, the LESSEE shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LESSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereafter (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

Remedies for willful violations:

- i. The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgement having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.
- ii. The STATE shall have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof shall be borne and paid for by the LESSEE.

**AMERICANS WITH
DISABILITIES ACT**

31. (a) LESSEE shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make improvements and programs accessible to all participants and to provide equally effective communications.

(b) The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the design and development of all facilities constructed under this Lease.

(c) All new construction work shall be planned to comply with the above mentioned standards.

INSURANCE

32. LESSEE shall furnish a certificate of insurance with the STATE'S Lease Number indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least ONE MILLION and NO/100 DOLLARS (\$1,000,000.00) per occurrence and Fire Legal Liability of at least FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00) naming the State of California, its officers, agents and employees as additional insureds. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of at least A-.

(a) It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LESSEE agrees that the insurance herein provided for shall be in effect at all times during the term of the Lease, all extensions thereof, hold-over periods or any other occupancy of the Premises by LESSEE. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide STATE at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LESSEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

(b) If LESSEE is self-insured, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. LESSEE shall annually thereafter, on the anniversary of the date of execution of this Lease, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with the terms and conditions of previous paragraphs of this Lease.

**EASEMENTS AND
RIGHTS OF WAY**

33. This Lease is subject to all existing easements and rights of way. STATE reserves the right to grant additional public utility easements and rights of way, as may be necessary and LESSEE hereby consents to the granting of such easements and rights of way. The public utility will be required to reimburse LESSEE for any damages caused by the construction work in the easement area.

HOLD HARMLESS

34. This Lease is made upon the express condition that STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, except those arising out of the sole negligence of the STATE. Each party agrees to indemnify and defend the other in the event of any claim, demand, causes of action, judgments, to the other in the event of any claim, demand, causes of action, judgments, obligations or liabilities, and all

**HOLD HARMLESS
(CON'T)**

reasonable litigation and attorneys' expenses which each party may suffer as a direct and proximate result of the violation of any law, breach of any term of this Lease, negligence or other wrongful act by a party to this LEASE or such party's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its employees. LESSEE further agrees to provide necessary Workers Compensation Insurance of all employees of LESSEE upon said Premises at the LESSEE'S own cost and expense.

LOSSES

35. STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

SEVERABILITY

36. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**RELOCATION
PAYMENTS**

37. In the event that STATE terminates this Lease pursuant to its terms, LESSEE acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq, or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

RECORDING

38. LESSEE shall not record this Lease without STATE'S prior written consent, and such recordation shall, at the option of STATE, constitute a non-curable default by LESSEE hereunder. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes.

CLEAR TITLE

39. At the termination of this Lease, or in the event of a breach of the express terms of this Lease by the LESSEE, and termination of this Lease by STATE, LESSEE shall execute and deliver to STATE within thirty (30) days a good and sufficient Quitclaim Deed to any rights arising thereunder. Should LESSEE fail or refuse to deliver said Quitclaim Deed, a written notice by STATE reciting said failure shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against LESSEE and all persons claiming under this Lease.

**CORPORATE
AUTHORITY**

40. (a) If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

(b) If LESSEE is a corporation, LESSEE shall submit directly to the STATE a certified copy of the resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease. Said resolution shall be delivered previous to the execution of this Lease.

(c) In addition, prior to the execution of this Lease, LESSEE shall provide STATE with a copy of LESSEE'S current corporate filing status as filed with the California Secretary of State as well as a copy of the By Laws of such to be made a part of this lease as **EXHIBIT D**, consisting of 12 pages, incorporated herein by this reference.

RIGHT OF ENTRY

41. During the continuance in force of this Lease or any extension thereof, there shall be and is hereby expressly reserved to the STATE and to any of its agencies, contractors, agents, employees, representatives or licensees; the right at any and all times, and any and all places, to temporarily enter upon the leased Premises for survey, inspection, or any other lawful STATE purposes.

**PARTNERSHIP
DISCLAIMER**

42. LESSEE and any and all agents and employees of LESSEE shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained shall be construed as constituting the parties herein as partners.

**DEBT LIABILITY
DISCLAIMER**

43. The STATE, including but not limited to the State's General Fund or any special self insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions shall not be liable for and shall be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE. The STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns. LESSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of the LESSEE.

CANCELLATION

44. Notwithstanding any other provisions contained herein, any violation of the terms of this Lease or of the STATE'S rules and regulations that continues for a period of thirty (30) days after written notice by the STATE to LESSEE, shall be grounds for immediate cancellation of the Lease and removal of the LESSEE.

BANKRUPTCY

45. In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions within Lease shall apply in the event of any of the following:
a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors,
b) a petition in bankruptcy is filed by or against LESSEE,
c) a writ of execution is levied against this Lease or the leasehold estate,
d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

CEQA

46. Any physical changes made to the improvements by LESSEE through the approval of State shall comply with the California Environmental Quality Act (CEQA).

**ENTIRE
AGREEMENT**

47. This Lease and all attached Exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto.

**AMENDMENTS AND
MODIFICATIONS**

48. No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

MUTUAL CONSENT

49. Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto.

FORCE MAJEURE

50. If either LESSEE or STATE shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.

SECTION HEADINGS

51. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

WAIVER

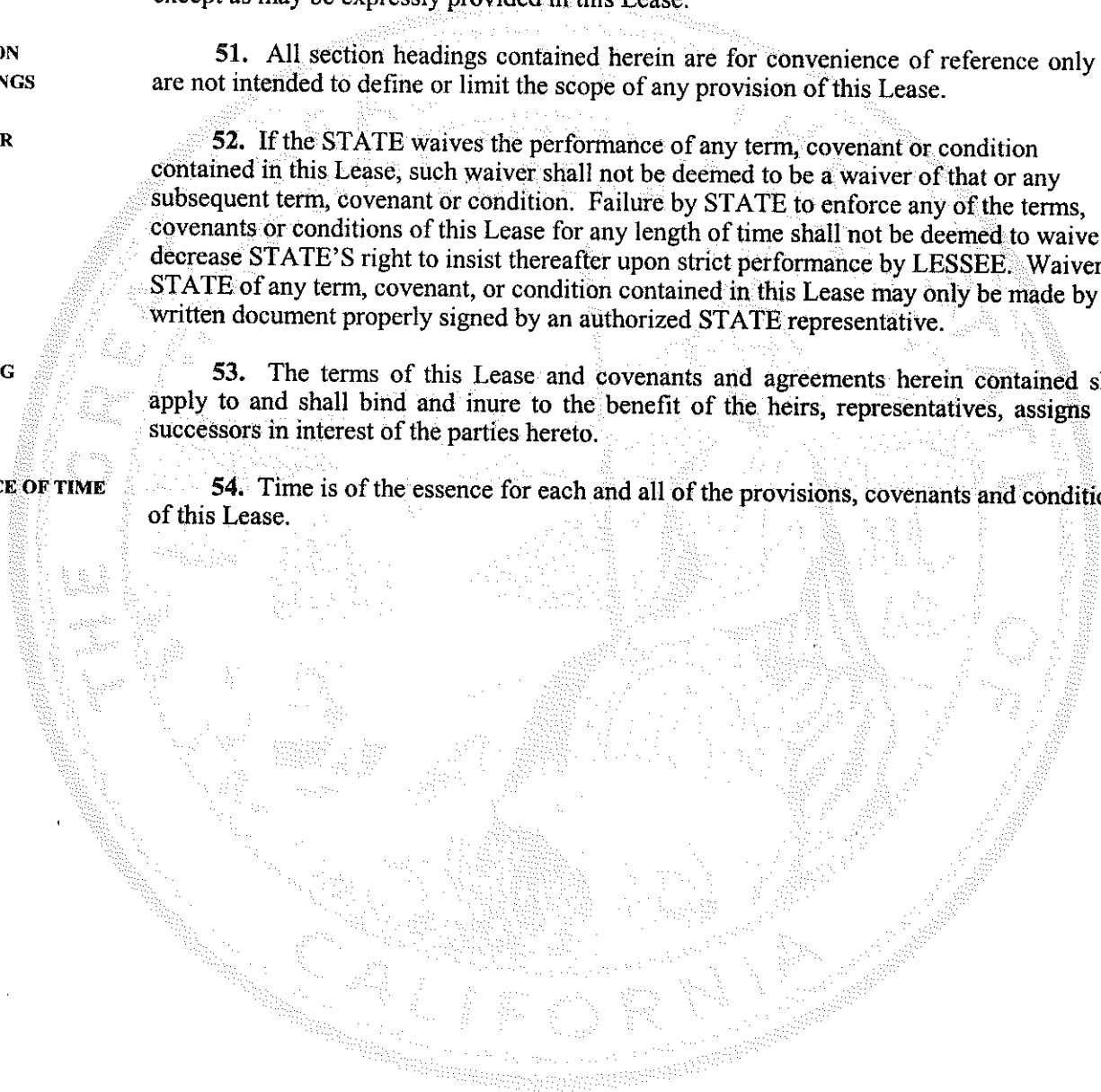
52. If the STATE waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.

BINDING

53. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

54. Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.



IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA:

LESSEE:

**CONSENTS AND RECOMMENDS
EXECUTION BY THE STATE:**

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

LAS POSADAS 4-H CAMP CLUB, INC

By:



GEORGE FIELDS
Associate Real Estate Officer

By:



DAVID HARRIS, President
Los Posadas 4-H Club Camp, Inc.
(916) 962-7203

DEPARTMENT OF FORESTRY AND
FIRE PROTECTION

By:



L.E. LUKE WILSON
Real Property Manager

APPROVED:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By:



CHERYL L. ALLEN, Manager
State Owned Leasing & Development

DATE EXECUTED: 7-10-2002

EXHIBITS

EXHIBIT A MAP

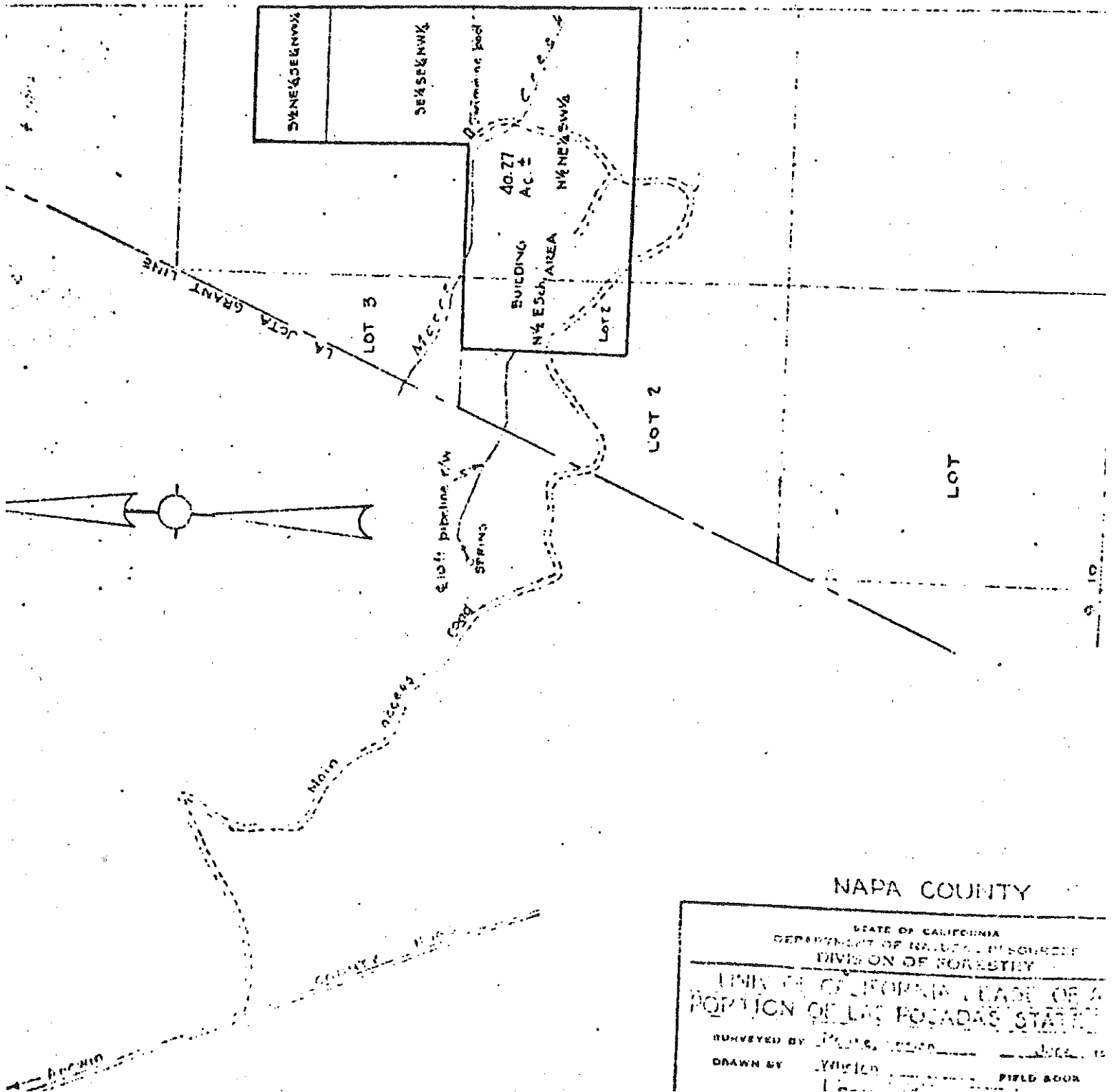
EXHIBIT B DEED

EXHIBIT C FIRE PLAN

EXHIBIT D BY LAWS

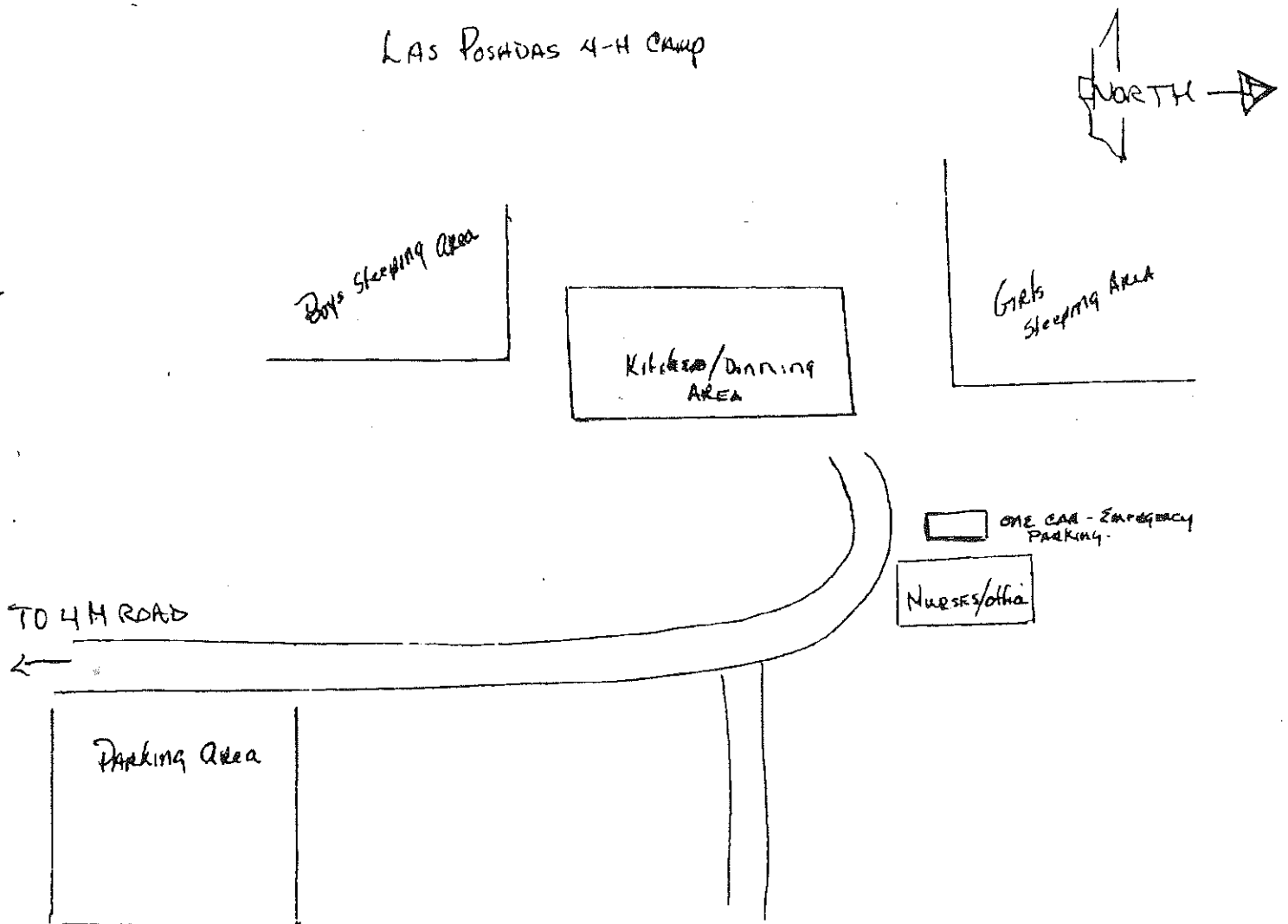
EXHIBIT A

EXHIBIT A

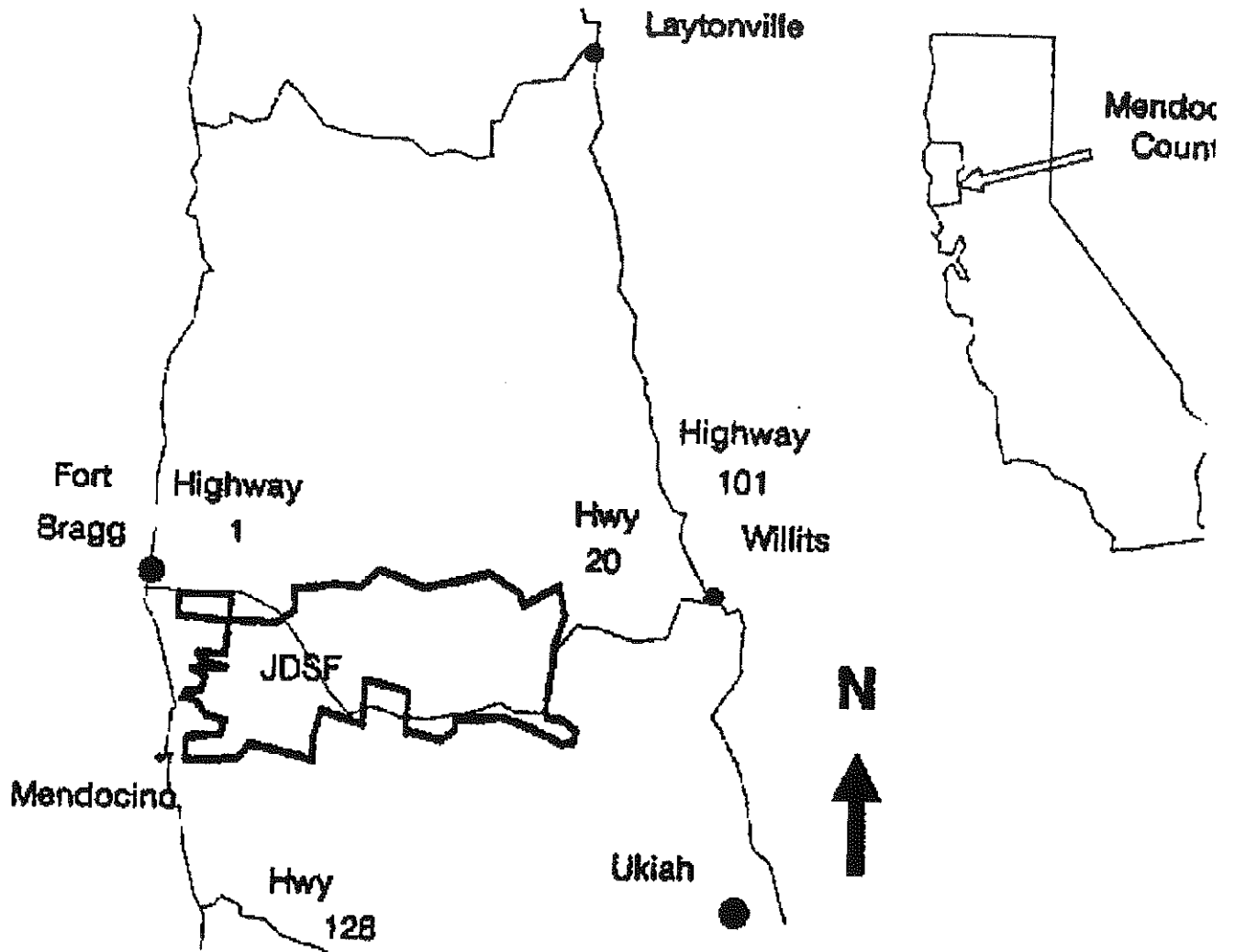


Los Posadas 4 - H Club Camp

Parking Area



Map of Jackson Demonstration State Forest



The location of JDSF.

Vehicle Parking:

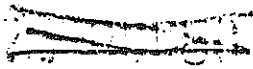
EXHIBIT B



EXHIBIT B

STATE OF CALIFORNIA
Department of Natural Resources
SACRAMENTO

May 26, 1930



Department of Finance,
State Capitol,
Sacramento, California.

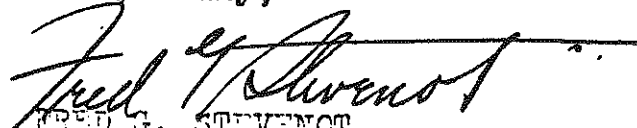
Gentlemen:

Enclosed herewith please find deed for certain described property in Contra Costa County, which was a gift by Anita D. S. Blake and Anson S. Blake to the State of California, to be used, managed and controlled by the State Board of Forestry, for the study and research work of forestry, and not for recreational purposes.

Attached to the deed you will find guaranty of title to the State of California.

This is being sent to you for recording with the Secretary of State. Kindly acknowledge receipt of same.

Yours very truly,


FRED G. STEVENOT
Director Natural Resources.

85-11123

1 THIS INDENTURE made the 19 day of October, 1929,
2 between ANITA D. S. BLAKE and ANSON S. BLAKE, her husband, of the
3 County of Contra Costa, State of California, parties of the first
4 part, and the people of the State of California, party of the
5 second part.

6 W I T N E S S E T H :

7 That the said parties of the first part, as a public gift,
8 do by these presents grant and convey unto the said party of the
9 second part and to its successors and assigns forever all those
10 certain lots, pieces or parcels of land situate in the County of
11 Napa, State of California, and bounded and particularly described
12 as follows, to-wit:

13 Commencing at a black oak tree eighteen inches
14 in diameter, marked 12 and 13, which stands on the
15 Easterly line of the tract of land in the La Jota Rancho,
16 formerly conveyed to Chas. Krug, running thence South
17 22°30' East fifty-two and 20/100 (52.20) chains to a stake
18 marked "McF2" at the South East corner of tract No. Nine
19 (9), from which a black oak 30 inches in diameter, marked
20 "BT" bears North 42°15' East Sixty-seven (67) links
21 distant, and a black oak 30 inches in diameter, marked
22 "BT", bears South 86° East Forty-eight (48) links distant;
23 thence South 67°30' East twenty-six and 26/100 (26.26)
24 chains to a redwood stake, marked "S" on the East line of
25 the La Jota Rancho, from which a redwood twenty-four
26 inches in diameter, marked "BT" bears South 29°45' West
27 14 links distant, and a madrone 14 inches in diameter,
28 marked "BT" bears North 56° West 32 links distant; thence
29 along said Grant line North 23°15' East thirty-five and
30 93/100 (35.93) chains to a white oak stake marked 12 and
13, and thence North 66°30' West along the line between
Lots 12 and 13 of said La Jota Rancho, Sixty-four and
8/100 (64.08) chains to the point of commencement.

Containing One hundred and sixty-three and 40/100
(163.40) acres of land, and being Lots Numbers Ten (10),
Eleven (11) and Twelve (12), as the same are laid down and
delineated upon a certain Map entitled "Map of the Subdi-
visions of La Jota Rancho, Napa County, Cal.", filed October
27th, 1881 in the office of the County Recorder of said
Napa County.

31 A L S O

32 Commencing at the North West corner of the South
33 East quarter of the North West quarter of Section Ten
(10), in Township Eight (8) North, Range Five (5) West,
34 M. D. M., and running thence North 23° 15' East along
35 the Eastern boundary line of the La Jota Rancho Thirty-
five (35) rods; thence Easterly in a direct line to a

stake on the East line of Lot Number Four (4) of said Section Ten (10), which point is twelve (12) rods due North of the South East corner of said Lot Four (4); thence South twelve (12) rods to the aforesaid South East corner of said Lot Four (4), and thence Westerly along the South line of said lot to the point of commencement.

Containing Ten and two-thirds (10 2/3) acres of land, and being a portion of Lot Number Four (4), in Section Ten (10), Township Eight (8) North, Range Five (5) West, Mount Diablo Meridian.

A L S O

2210
14
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Lots Numbers Two (2) and Three (3), and the South West quarter of the North East quarter, and the North East quarter of the South West quarter, and the South East quarter of Section Ten (10); the North East quarter of the North West quarter, and the North half of the North East quarter of Section Fifteen (15), and the North West quarter of the North West quarter of Section Fourteen (14), all in Township Eight (8) North, Range Five (5) West, Mount Diablo Meridian.

and being the same property conveyed to the aforesaid Anita D. S. Blake by Regina Elvira Simmons and Fred Simmons, her husband, and Vincent Irenaeus Morris by deed bearing date June 1, 1910 and recorded in Liber 97 of Deeds, page 533, Records of said County of Napa, to which records specific reference is hereby made.

A L S O

The Southeast quarter of the southwest quarter of Section Ten (10) in Township Eight (8) North of Range Five (5) West, Mount Diablo Base and Meridian, containing forty (40) acres of land.

and being the same property conveyed by the United States of America to the aforesaid Anson S. Blake by a patent dated March 25, 1912, and recorded in Book E of Patents, page 239 of said Napa County Records.

A L S O

P.S.
12
Lot Number Fourteen (14) containing fifty-one (51) acres of land and Lot Number Thirteen (13) containing fifty-two (52) acres of land, as the same are laid down and delineated upon a certain Map entitled "Map of the Subdivisions of La Jota Rancho, Napa County, Cal.", filed October 27th, 1881 in the office of the County Recorder of said Napa County.

Together with the tenements, hereditaments, appurtenances, water rights and water privileges thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject to the terms of a lease executed on the 6th day of April, 1928 between Anita D. S. Blake and Alpha W. Grayson, of the City of Vallejo, running for ten years from the date thereof.

This grant is made on condition that the premises hereby conveyed shall be used, managed and controlled by the State Board of Forestry of the State of California, for study and research work in forestry, botany and kindred subjects and experimentation in tree propagation, and not for recreational purposes, and that the same be used so far as is consistent with the aforesaid objects so that the natural plant and animal life on the said lands may be preserved. And on the further condition that the number of those admitted for study shall not exceed one

State of California } ss.
County of Alameda }

On this 7 day of March in the year One Thousand Nine Hundred and thirty before me, J. P. Shaw a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Anita D. S. Blake and
Conson S. Blake, her husband

known to me to be the persons described in and whose names are subscribed to the within instrument,

and she acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

J. P. Shaw Notary Public
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT
Hardy's Blank No. 411
Hardy's Bookstore Oakland California

J.P.S.
N.P.

... ..
... ..
... ..
... ..
... ..

Together with the tenements, hereditaments, appurtenances, water rights and water privileges thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject to the terms of a lease executed on the 6th day of April, 1928 between Anita D. S. Blake and Alpha W. Grayson, of the City of Vallejo, running for ten years from the date thereof.

This grant is made on condition that the premises hereby conveyed shall be used, managed and controlled by the State Board of Forestry of the State of California, for study and research work in forestry, botany and kindred subjects and experimentation in tree propagation, and not for recreational purposes, and that the same be used so far as is consistent with the aforesaid objects so that the natural plant and animal life on the said lands may be preserved. And on the further condition that the number of those admitted for study shall not exceed one hundred and fifty at any one time.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year herein first above written.

Anita D. Blake

Alpha W. Grayson

*J.P.S.
R.P.*

1 CERTIFICATE OF ACCEPTANCE
2 (CIVIL CODE 1158)

3 This is to certify that the Department of
4 Natural Resources of the State of California hereby consents
5 to the execution of this deed and accepts the property
6 described therein on behalf of the State of California.

7 IN WITNESS WHEREOF, I have hereunto set my
8 hand at Sacramento, California, this 17th day of
9 April, 1930.

10
11 Fred G. Stewart,
12 DIRECTOR DEPARTMENT OF NATURAL
13 RESOURCES OF THE STATE OF CALI-
14 FORNIA.
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03431

REGISTERED	CLERK
RECEIVED	APR 23 1930
STATE BOARD OF CONTROL	

334 E

INDENTURE.

83-00023

ANITA D. S. BLAKE and ARSON S. BLAKE,
Parties of the first part,

REGISTERED WITH
STATE BOARD OF CONTROL
THE 1/1/30 DAY OF

and

PEOPLE OF THE STATE OF CALIFORNIA,

Party of the second part.

ROBERTLY ANN AN
BY [Signature]

RECORDED AT REQUEST OF

NAVA COMPANY THE COMPANY

APR 23 1930

at 3 miles, post 9 or about Q. R.

and recorded in volume 49

OFFICIAL RECORDS

Page 388

DOTIE C. WRIGHT

FILED

In the office of the Secretary of State OF THE STATE OF CALIFORNIA

MAR 3 - 1930

IRVING C. JORDAN
SECRETARY OF STATE

BY [Signature]
DEPUTY

[Signature]
Secretary

This Policy issued direct from the office of
NAPA COUNTY TITLE COMPANY
Napa, Napa County, California

AFFILIATED WITH

TITLE INSURANCE AND GUARANTY COMPANY

ESTABLISHED 1848

INCORPORATED 1902

Napa County
POLICY NUMBER
5107

POLICY OF TITLE INSURANCE

Napa County
ORDER NUMBER
14880

85-00023

TITLE INSURANCE AND GUARANTY COMPANY

a corporation, of San Francisco, California, herein called the Company,
in consideration of the premium paid for this Policy of Insurance,

DOES HEREBY INSURE

--000 STATE OF CALIFORNIA 000--

herein called the Insured, against all loss or damage not exceeding the sum of \$8000.00

EIGHT THOUSAND AND NO/100- - - - -

Dollars, which the Insured shall sustain by reason of any incorrect statement in this policy concerning the title to the real property hereinafter described, herein called the insured property, or by reason of any defect in, or lien or encumbrance upon, the title of the vestee to said property, excepting only such defects, liens or encumbrances and other matters to which said property is subject, as are hereinafter specified; subject to the exceptions and conditions herein contained.

This Policy shall and does expressly insure any Insured mortgagee, trustee or beneficiary against any defect or invalidity, existing at the time of the record thereof, in any mortgage or deed of trust to which said property is subject as herein set forth, in which said Insured shall have an interest, and shall and does expressly insure the priority as herein set forth of any such mortgage or deed of trust; subject always to the Exceptions and Conditions herein specified.

On April 23rd. 1930 at 9:04 o'clock, a.m., the title to the insured property is

vested in: --0000 STATE OF CALIFORNIA 0000--

Subject to the following:

- (1) County Taxes for the fiscal year 1930-31 which became a lien on March 3rd. 1930, but are not yet due or payable.
- (2) Conditions, restrictions, and unrecorded Lease for the term of 10 years beginning April 6th. 1928, executed by Anita D. S. Blake to Alpha W. Grayson, as contained in the deed to the State of California recorded April 23rd. 1930 (Recorder's No. C/9491).

DESCRIPTION

All that certain real property situate, lying and being in the County of Napa, State of California, known and described as follows, to-wit:

FIRST TRACT: Lots numbers 10, 11, 12, 13, and 14 containing 266.48 acres of land, more or less, as the same are laid down and delineated upon a certain Map entitled "Map of the Subdivisions of La Jota Rancho, Napa County, Cal.", filed October 27th. 1881 in the Recorder's office of said Napa County, excepting however from the above described premises 1

acre reserved as a burying place. Said reservation being made in the deed from John Milton Morris to Regina Elvira Morris etal, dated November 25th. 1901 and recorded July 21st. 1904 in Volume 75 of Deeds, at page 430.

SECOND TRACT: Commencing at the North West corner of the South East quarter of the North West quarter of Section 10, in Township 8 North, Range 5 West, M. D. M., and running thence North 23 degrees 15 minutes East along the Eastern boundary line of the La Jota Rancho 35 rods; thence Easterly in a direct line to a stake on the East line of Lot number 4 of said Section 10, which point is 12 rods due North of the South East corner of said Lot 4; thence South 12 rods to the aforesaid South East corner of said Lot 4, and thence westerly along the South line of said Lot to the point of commencement.

Containing 10 $\frac{2}{3}$ acres of land, and being a portion of Lot number 4 in Section 10, Township 8 North, Range 5 West, Mount Diablo Meridian.

THIRD TRACT: Lots numbers 2 and 3 and the South West quarter of the North East quarter, and the East half of the South West quarter, and the South East quarter of Section 10; the North East quarter of the North West quarter, and the North half of the North East quarter of Section 15, and the North West quarter of the North West quarter of Section 14, all in Township 8 North, Range 5 West, Mount Diablo Base and Meridian.

EXCEPTIONS

THIS POLICY DOES NOT INSURE AGAINST

1. Instruments, trusts, liens, easements, roads or highways, encumbrances, or rights or claims of parties in possession of any portion of the insured property, not shown by any public record of the County, City and County, or by the records of the Federal, District or County in which said property is situate.
2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.
3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part of any mortgage or deed of trust by reason of the violation of the usury law.
4. Overlapping improvements, or any state of facts which a correct survey would show. City Zone or Set-Back Ordinance Restrictions.
5. Taxes of every character not yet payable.
6. Municipal taxes, or municipal and/or District proceedings for any public improvement, or any tax or assessment therefor, unless otherwise herein specified, and then only when the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated by law.
7. Mining claims and/or water rights and all matters relating thereto. Reservations in patents or in the certification of indemnity land selections. Rights arising out of Congressional grants of railroad rights of way.

CONDITIONS OF THIS POLICY

1. The Company hereby insures a marketable title such as a court of competent jurisdiction would uphold in an action for specific performance.
2. The Company may and will, at its own expense, defend the Insured in all actions or proceedings founded on a record claim of title or encumbrance prior in date and time to this policy and thereby insured against.
3. In case any action or proceeding described in Paragraph 2 of these conditions is begun, or in case of the service of any paper or pleading, the object or effect of which shall or may be to impugn, attack, or call in question, the validity of the title hereby insured, as insured, or to raise any material question relating to a claim of encumbrance hereby insured against, or to cause any loss or damage for which the Company shall or may be liable under or by virtue of any of the terms or conditions of this Policy, the Insured shall at once notify the Company thereof in writing. In such cases, and in all cases where this Policy permits or requires the Company to prosecute or defend actions, the Insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and to give it all reasonable aid therein, and permit it to use, at its option, the name of the Insured for such purpose. If such notice shall not be given to this Company within five days after the service of the summons in such action or proceedings, then this Policy shall be void; provided that no failure to give such notice shall affect the Company's liability if such failure has not prejudiced, and can not in the future prejudice, the Company; provided also that nothing contained herein shall be construed to avoid this Policy as to an insured mortgagee, trustee or beneficiary in case of failure, other than the failure of such mortgagee, trustee, or beneficiary, to give notice as required by this paragraph.
4. No right of action shall accrue against the Company under this Policy until there has been a final determination by a court of competent jurisdiction adverse to the title as insured, unless such right of action shall be based upon a matter of record not noted herein as a defect, encumbrance or exception to which the insured property is subject.
5. The Company will pay, in addition to any loss, all costs imposed on the Insured in litigation carried on by it for the Insured under the requirements of this policy, but in no case will it be liable for the fees of any counsel or attorney employed by the Insured. Any loss under this Policy shall be paid to the respective parties hereby insured as their interests may appear in the order of priority of their respective encumbrances upon or interests or estates in the insured property. The liability of the Company to any Insured under this Policy shall in no case exceed the amount of the pecuniary interest of such Insured in the insured property. In no case shall the total loss, including all costs, paid to all of the Insured exceed the amount of this Policy.
6. The Company reserves the option to settle any claim insured against by this Policy, or to pay this Policy in full; and the payment to the full amount of this Policy shall terminate all liability of the Company thereunder. All payments under this Policy shall reduce the amount of the insurance pro tanto. No payment or settlement can be demanded of the Company without producing this Policy for indorsement of the fact of such payment or settlement. If this Policy be lost, indemnity must be furnished to the satisfaction of the Company.
7. Whenever the Company shall have settled a claim under this Policy, it shall be entitled to all of the rights and remedies which the Insured would have against any other person or property in respect to such claim, had this Policy not been made, and the Insured will transfer or cause to be transferred to the Company such rights, and permit it to use the name of the Insured for the recovery or defense thereof. If the payment does not cover the loss of the Insured, this Company shall be subrogated to such rights, in the proportion which said payment bears to the amount of said loss not covered by said payment. And the Insured warrants that such right of subrogation shall vest in the Company unaffected by any act of the Insured.
8. No transfer of this Policy shall be valid; provided, however, the term "the Insured" includes without transfer or assignment, (a) all persons claiming an estate or interest under the Insured by will or descent, including the community interest of the wife of the Insured; (b) each successor in interest of any Insured trustee or beneficiary named in any trust deed herein described; (c) each successor in interest of any Insured mortgagee or beneficiary named in any mortgage herein described; and (d) the purchaser at a mortgage or trust deed foreclosure sale, where the property sold is bought in by or for any Insured named in this Policy.
9. Nothing contained in this policy shall be construed as an insurance to any insured herein named against claims, liens or encumbrances created or suffered by such Insured, nor as an insurance to anyone against defects, liens or encumbrances created subsequent to the date and time hereof.

IN TESTIMONY WHEREOF, the Company has caused this Policy to be executed by its officers thereunto duly authorized at the time and on the day and year first herein written.

TITLE INSURANCE AND GUARANTY COMPANY

By

M. J. Jones
Vice-President

E. C. B.

STATE OF CALIFORNIA

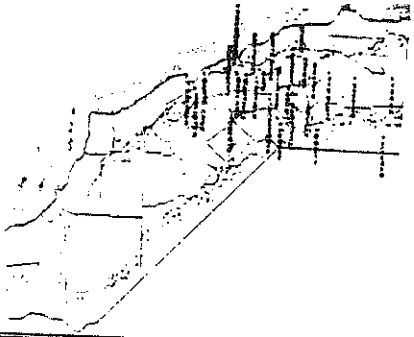
**TITLE INSURANCE AND
GUARANTY COMPANY**

250 MONTGOMERY ST.
SAN FRANCISCO, CALIF.

83-00023

POLICY OF TITLE INSURANCE

Issued through the office of
**NAPA COUNTY
TITLE COMPANY
NAPA, CALIFORNIA**



TITLE INSURANCE AND GUARANTY COMPANY

SAN FRANCISCO CALIFORNIA

Affiliated with

- Alameda—East Bay Title Insurance Co, Oakland
- Butte—Butte County Title Co, Oroville
- Colusa—Colusa County Title Co, Colusa
- Contra Costa—Contra Costa County Title Co, Martinez
- Glenn—Glenn County Title Company, Willows
- Lake—Lake County Title and Abstract Co., Lakeport
- Marin—Marin County Abstract Co., San Rafael
- Mendocino—Mendocino County Title Co., Ukiah
- Modoc—Modoc County Title Co., Alturas
- Monterey—Salinas Title Guarantee Co., Salinas
- Napa—Napa County Title Company, Napa
- Placer—Placer County Title Co., Auburn
- Plumas—Plumas County Abstract Co., Quincy
- Sacramento—Sacramento Abstract and Title Co., Sacramento
- San Benito—San Benito Title Guarantee Co., Hollister
- San Mateo—San Mateo County Title Co., Redwood City
- Santa Cruz—Santa Cruz County Title Co., Santa Cruz
- Shasta—Shasta County Title Company, Redding
- Siskiyou—Siskiyou County Abstract Co., Yreka
- Solano—Solano County Title Co., Fairfield
- Sonoma—Sonoma County Abstract Bureau, Santa Rosa
- Stanislaus—Stanislaus County Title Co., Modesto
- Sutter—Sutter County Abstract & Title Co., Marysville
- Tehama—Tehama County Title Co., Red Bluff
- Yolo—Yolo County Title Abstract Co., Woodland
- Yuba—Yuba County Title Co., Marysville

**TITLE INSURANCE POLICIES ISSUED
DIRECT FROM TITLE OFFICES
IN TWENTY-SEVEN COUNTIES**

EXHIBIT C

EXHIBIT C

LAS POSADAS 4-H CAMP INC.

ANGWIN, CA 94508

EMERGENCY FIRE PROCEDURES

All vehicles shall be parked in the designated area to the south of the general camp area.

Only one vehicle shall be parked near the nurse's quarters and designated as emergency transportation

In the case of a fire emergency all participants in camp shall return to the area designated as the dining area under the covered area.

One person shall call for emergency assistance by dialing 911 and remain on the telephone until directed differently by the emergency operator.

Do not try to leave the dining area until being instructed to by the emergency personnel.

Instruct all adults as to the location of fire extinguishers and their proper use.

Remember to keep all camp fires under control and never leave a fire unattended at any time.

Each camping session must have a fire drill within 24 hours of start of camp.

Thank you for your help in protecting Las Posadas Forest and the youth that use the camp.

EXHIBIT D

BY-LAWS

LAS POSADAS CAMP, INCORPORATED

ARTICLE I

Purposes

Section 1

In addition to the purposes outlined in the articles of incorporation, the Corporation shall operate as a non-political, non-profit, educational organization, dedicated to providing an outdoor camp facility for youth without discrimination of race, religion, color, national origin, sex, medical condition, or disability.

Section 2

The broad purposes for which this Corporation is organized shall be:

1. To provide a means for securing the concerted action of volunteers, including but not limited to 4-H leaders of participating camp programs, in their efforts to promote, organize, develop and administer Las Posadas as an outdoor youth camp;
2. To make plans for its development consistent with the regulations of the California State Division of Forestry, the Napa County Health Department, and all other agencies as necessary;
3. To effect a lease with the California State Division of Forestry for the use of this property;
4. To develop and carry out a Annual and long term Program of Work for the improvement of this camp;
5. To develop and maintain outdoor environmental education programs;
6. To provide the camping facilities which will be used to train youth leaders and members and provide an educational experience in outdoor living and environmental awareness;
7. To raise and expend such funds that are needed to carry out the Annual Program of Work;
8. To acquire, hold maintain and dispose of property, real and personal, which is necessary or helpful in accomplishing a youth Camping Program at Las Posadas.

ARTICLE II

Affiliation

Section 1

The County 4-H Councils which have been chartered by the University of California's Cooperative Extension in Alameda, Contra Costa, Marin, Napa, Sacramento and Sonoma Counties shall be represented on the Board of Directors of Las Posadas Camp, Incorporated, by three volunteer leaders from each county 4-H Council who have been elected by their County 4-H Council.

Section 2

Any County 4-H Council may cease being affiliated with Las Posadas Camp, Incorporated, upon presenting written notice of their withdrawal through the Board of Directors of Las Posadas Camp, Incorporated, and the acceptance of their withdrawal by the Board of Directors. Affiliation in the non-profit corporation called Las Posadas Camp, Incorporated, and privileges of using the camp's facilities shall terminate immediately.

Any non-profit organization seeking affiliation in Las Posadas Camp, Incorporated, shall submit an application in writing to the Las Posadas Camp, Incorporated. The Las Posadas Camp, Incorporated reserves the right to put a moratorium on affiliation to the Board at any time.

Section 3

Should any County 4-H Council/non-profit organization cease affiliation with Las Posadas Camp, Incorporated, that County 4-H Council/non-profit organization shall not be entitled to or receive any compensation for any material or any effort expended in the development of Las Posadas Camp. All rights and privileges of the County 4-H Council/non-profit organization shall terminate upon acceptance of withdrawal by the Board of Directors.

Section 4

Any County 4-H Council/non-profit organization seeking and gaining affiliation with the Corporation shall contribute proportionately to the physical assets of Las Posadas Camp, Incorporated, as determined by the Board of Directors. Any affiliated 4-H Council/non-profit shall herein be referred to as "Camp Program".

ARTICLE III

Board of Directors

Section 1

Authority: The Board of Directors of Las Posadas Camp, Incorporated, shall operate in accordance with the Articles of Incorporation and By-Laws governing the Corporation and any other State or Federal Statues regulating non-profit corporations.

Section 2

Responsibilities: The Board of Directors of Las Posadas Camp, Incorporated, will assume the responsibility for developing a master plan for capital improvements of Las Posadas Camp, and for the development of a Annual Program of Work. This Annual Program Of Work shall include new improvements and/or capital outlay, as well as maintenance to be performed at the Camp. These plans shall have the approval of the California State Division of Forestry, the Napa County Health Department, when applicable, and shall be consistent with the policies of Las Posadas Camp, Incorporated. In addition, the Board of Directors may negotiate leases and contracts, purchase equipment and supplies, hire and supervise personnel, borrow funds, and establish and collect a camper fee from persons and/or groups who use the camp facilities.

Section 3

Membership

a. Membership of the Board of Directors of Las Posadas Camp, Incorporated, will be limited to three leaders from each of the affiliated counties. Each Director is to be duly elected by their respective Camp Program. Such membership will herein be referred to as "Director".

b. A Director may serve a maximum of two consecutive three-year terms. Upon cessation of duties as a Director for a period of one year, that person will again become eligible for an additional maximum of two three-year terms as Director.

c. Duly elected Board Members may not be removed from office by the Las Posadas Camp Board. In the event that any member fails to attend three or more regularly scheduled meetings in one year, that member's County 4-H Council is to be notified in writing by the Executive Committee as to the member's absence from regular meetings.

ARTICLE III cont,

d. Newly affiliated Camp Programs shall elect three Directors. The term of office to be chosen by lot, for a period of one, two, or three years. At the end of one year, the Director elected for one year will be eligible for two consecutive three-year terms. The Directors elected for two year or three year terms will be eligible for one additional three-year term.

e. Incomplete Term of Director. In the event that a director resigns or is otherwise unable to complete a full three-year term, the respective Camp Program shall elect an eligible Volunteer to fill the unexpired term of that Director. If the newly elected Director serves less than 18 months, they shall be eligible for two consecutive three-year terms. If that Director has served an unexpired term for greater than 18 months, they will be eligible for one additional three-year term.

f. No Director may be appointed at any time, but must be elected by their respective Camp Program.

g. Ex Officio Membership. Adult and teen camp program volunteers who are affiliated with Las Posadas Camp, Incorporated, shall be ex Officio members of the Board of Directors. No designation is necessary.

h. Honorary Membership. Any person who is not an elected Director or an Ex Officio member, and who has made an outstanding contribution to the Las Posadas Camp program, may be made an honorary member at the discretion of the Boards of Directors. Nominations for Honorary Membership are to be submitted to the Board of Directors at least 30 days prior to the meeting at which the voting for Honorary Membership will take place. Board members are to be notified in writing at least 7 days prior to the meeting.

Section 4 Privileges and Responsibilities

Directors shall be entitled to vote, each Director having one vote. Ex Officio Members and Honorary Members of the Board of Directors shall have the right to express opinions on any matter under discussion and shall be eligible to serve on designated Las Posadas Camp Board committees, but shall not be entitled to vote, to make motions, to second motions, or serve as elected officers of the Board of Directors.

Section 5 Quorum

The quorum for the Board of Directors for all regular and special meetings, shall always consist of a simple majority of the elected Director's present.

ARTICLE III, cont,

Section 6 Voting

The transaction of normal business of the Board of Directors shall be a majority vote of the quorum present, unless otherwise specified in the By-Laws.

ARTICLE IV

Officers

Section 1

Members: The officers of the Las Posadas Camp, Incorporated, shall consist of a president, vice-president, secretary, treasurer and such others as the Board of Directors deems necessary.

Section 2

Eligibility and Term of Office: Only active members of the Board of Directors shall be eligible to hold office. The office of the president, vice-president and secretary shall not be held by the same person for more than two consecutive years. The office of treasurer may be held by the same person for more than two consecutive years.

Section 3

Duties:

President: It shall be the duty of the President to preside over all regular and special meetings of the Board of Directors and the Executive Committee and to serve as an Ex-Officio member of all committees and to appoint committee members and may name the chairman of each committee.

Vice-President: It shall be the duty of the Vice-President to preside at all meetings in the absence of the President and to succeed to the office of the President if that office should become vacant between elections. The vice-president shall serve as chairperson of the schedule for Annual Use Committee.

Secretary: It shall be the duty of the Secretary to record the full and complete minutes of all meetings of the Board of Directors and to carry on such correspondence as the Board and President shall direct.

ARTICLE IV, cont.

Treasurer: It shall be the duty of the Treasurer to receive deposits, dispense and keep a complete and accurate accounting of all monies received by the Board of Directors of Las Posadas Camp, Incorporated. The Treasurer shall be prepared to present an up-to-date financial report at each Board of Directors meeting. The treasurers signature with that of the President shall appear on all checks issued by the Board of Directors. In the absence of the President, the Vice-president's signature shall appear with that of the Treasurer on all checks issued by the Board of Directors. The treasurer shall be responsible for compliance with all regulation of the Internal Revenue Service, the State Franchise Tax Board, and the State Compensation Insurance Fund. The treasurer shall have the accounts ready for audit at the close of the fiscal year, which shall be designated as February 28th.

ARTICLE V

Executive Committee

Section 1 Purpose

The president of the Board of Directors shall have the power to appoint an Executive Committee. The Executive Committee shall act for the Board of Directors as ordered and shall make reports of their activities to the Board of Directors. The Executive Committee shall be responsible for carrying out the Annual Program of Work as approved by the Board of Directors, and for the execution of any other business the Board of Directors may desire to legally transact.

Section 2 Membership

Membership in the Executive Committee shall consist of at least one Director from each affiliated Camp Program. The president of the Board of Directors shall serve as the member from his or her respective county, and shall be the chairman of the Executive Committee. In the event a member of the Executive Committee is unable to attend any Executive Committee meeting which is called by the Chairman, that committee member shall appoint one of the other Directors from his or her county to attend. The quorum of this committee shall always consist of a simple majority of the eligible Directors.

Section 3

The Executive Committee shall meet as directed by the President.

ARTICLE V, cont.

Section 4

The transaction of the business of the Executive Committee shall be by majority vote of the quorum present, unless otherwise specified in the By-Laws. Each Camp Program is entitled to only one vote in conducting any business of the Executive Committee.

Section 5

At the last full board meeting of each fiscal year the Executive Committee shall present to the Board of Directors a budget for the next fiscal year. This budget shall contain at least four sections. One section shall forecast the operating expenses. One section shall present the anticipated cost of maintenance. One section shall predict the cost of capital improvements that have been planned and approved by the Board of Directors. One section shall list the expected income for the next fiscal year.

ARTICLE VI

Election of Officers of Board of Directors

Section 1

Nominations: Officers of the Board of Directors shall be nominated by a nominating committee, appointed at the meeting immediately preceding the regular meeting set aside for elections. This committee shall make their report to the Board. Nominations shall be called for from the floor before the election begins.

The nominating committee report is to be submitted in writing to all Directors at least seven days prior to election.

Section 2

Balloting: Elections shall take place by written ballot unless the Board of Directors, by majority vote of a quorum present, specifies otherwise. Balloting will be limited to elected Directors. Persons receiving a plurality of votes cast for each office shall be declared elected.

Section 3

Officers of the Board of Directors of Las Posadas Camp, Incorporated, shall be elected at the annual meeting.

ARTICLE VIII

Finances

Section 1 Funds

The Board of Directors is authorized to receive and disburse funds as may come under the jurisdiction of this Board and as permitted by the Laws of the State of California. The Board of Directors shall deposit it's funds in commercial and/or savings accounts. All withdrawals of funds shall be authorized by the Board of Directors and shall require the signature of the Board President or Vice-president and the Board Treasurer.

Section 2 Money-Raising Activities

All money-raising activities of the Board of Directors shall be in compliance with Federal, State and local laws and regulations.

Section 3 Taxes

The Board of Directors shall comply with all Federal, State and local laws relative to property and income taxes affecting non-profit corporations.

Section 4 Employment

The Board of Directors shall comply with Federal and State laws regarding employment.

Section 5

The Board of Directors shall be empowered to borrow money for capital improvement.

Section 6

The Board of Directors shall have the power to establish a camper fee for each person attending Las Posadas Camp. This fee shall be used for camp maintenance, capital improvement, or other uses the Board of Directors deem necessary. The Board of Directors may waive camper fees by a simple majority upon request.

Section 7

To defray pre-camp expenses and in lieu of advance camper fees, each Camp Program affiliated with Las Posadas Camp, Incorporated, shall deliver to the Treasurer of the Corporation a minimum of \$500.00 per week per year for each week of camp reserved. A reservation is a firm commitment to use camp and obligates a county/non-profit to this advance payment whether or not camp is used that year. This minimum is non-refundable and non-transferable. This minimum payment of \$500.00 per week per year shall be paid as follows:

ARTICLE VIII, cont.

1. On or before the 15th of January of each year, each Camp Program shall pay to the Corporation \$100.00 per week for each week reserved.

2. An additional \$400.00 for each week reserved shall be paid by each Camp Program to the Treasurer of the Corporation on or before the 15th of June of each year. The balance of any monies due are to be paid to the treasurer of the corporation within 10 days of the use of the facility.

3. Camper fees in excess of the above prepaid amounts will be due within 30 days of the end of each county's scheduled camping period.

4. A late fee of 10% may be levied by the Las Posadas Camp, Incorporated for delinquent camp fees past 30 days. This fee shall be determined at the last meeting of the fiscal year.

5. If a Camp Program cancels a week or any part of a week that has been reserved for them, this reservation payment is forfeited and is non-refundable and non-transferable.

Thus, the advance payment by each Camp Program prior to the 15th of June would be:

\$ 500.00 for one week (or any part of one week) reservation;
\$1000.00 for a two-week reservation;
\$1500.00 for a three-week reservation;
\$2000.00 for a four-week reservation;

ARTICLE IX

Fiscal Year

Section 1

The fiscal year for this Corporation shall commence on March 1 and end on February 28 of each year.

ARTICLE X

Committees

Section 1

The Board of Directors may establish any such committees as it may deem necessary for the furtherance of its work.

ARTICLE X, cont.

Section 2

The president of the Board of Directors shall appoint all members of the committees and may name the chairman of each committee. Committee makeup may include other volunteers not serving as a member of the Board of Directors.

ARTICLE XI

Amendments

Section 1, Procedure

Any proposed amendment to the Articles of Incorporation, or the By-Laws, shall be submitted in writing to the Executive Committee by the proposing Director. Upon approval by the Executive Committee, a letter shall be sent to all members of the Board of Directors. After being read at two regular meetings and passed by a two-thirds majority of the Board at the second meeting, the approved By-Laws shall become effective immediately.

Section 2, Voting on Amendments

Amendments may be passed at only regular meetings of the Board of Directors and must have a two-thirds majority vote of the Board of Directors.



Las Posadas 4-H Camp Board

OFFICERS

President:
David Harris
5332 McMillan Drive
Fair Oaks, CA 95628

Vice President:
Bill Firestone
19592 Barclay Road
Castro Valley, CA 94546

Secretary:
Debbie Harris
5332 McMillan Drive
Fair Oaks, CA 95628

Treasurer:
Dennis Collins
1227 Wooden Valley Road
Napa, CA 94558

March 1st, 2002

The following are authorized to sign all fiscal and contractual documents on behalf of the Las Posadas 4-H Camp Board.

BOARD PRESIDENT:

David R Harris

Submitted by:

Debbie Harris
Debbie Harris, Secretary