UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 033-36383

PICO HOLDINGS, INC.

PICO Holdings

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**94-2723335**
(State or other jurisdiction of incorporation)	(IRS Employer Identification No.)

3480 GS Richards Blvd, Suite 101 Carson City, Nevada 89703

(Address of Principal Executive Offices, including Zip Code)

Registrant's Telephone Number, Including Area Code
(775) 885-5000
Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange On Which Registered
Common Stock, Par Value $0.001	Nasdaq Stock Market LLC

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined by Rule 405 of the Securities Act.

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company, " and "emerging growth company" in Rule 12b-2 of the Exchange Act (check one):

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☒ Non-accelerated filer ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12-b of the Act). Yes ☐ No ☒

At June 29, 2018, the aggregate market value of shares of the registrant's common stock held by non-affiliates of the registrant (based upon the closing sale price of such shares on the Nasdaq Global Select Market on June 29, 2018) was $229.8 million, which excludes shares of common stock held in treasury and shares held by executive officers, directors, and stockholders whose ownership exceeds 10% of the registrant's common stock outstanding at June 29, 2018. This calculation does not reflect a determination that such persons are deemed to be affiliates for any other purposes.

On February 28, 2019, the registrant had 20,482,479 shares of common stock, $0.001 par value, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Definitive Proxy Statement to be filed with the United States Securities and Exchange Commission pursuant to Regulation 14A in connection with the registrant's 2019 Annual Meeting of Shareholders, to be filed subsequent to the date hereof, are incorporated by reference into Part III of this Annual Report on Form 10-K.

ANNUAL REPORT ON FORM 10-K
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PART I

Note About "Forward-Looking Statements"

This Annual Report on Form 10-K (including "Management's Discussion and Analysis of Financial Condition and Results of Operations") contains "forward-looking statements," as defined in the Private Securities Litigation Reform Act of 1995, regarding our business, financial condition, results of operations, and prospects, including, without limitation, statements about our expectations, beliefs, intentions, anticipated developments, and other information concerning future matters. Words such as "may", "will", "could", "expects", "anticipates", "intends", "plans", "believes", "seeks", "estimates", and similar expressions or variations of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this Annual Report on Form 10-K.

Although forward-looking statements in this Annual Report on Form 10-K reflect the good faith judgment of our management, such statements can only be based on current expectations and assumptions and are not guarantees of future performance. Consequently, forward-looking statements are inherently subject to risk and uncertainties, and the actual results and outcomes could differ materially from future results and outcomes expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include, without limitation, those discussed under Part I, Item 1A "Risk Factors", as well as those discussed elsewhere in this Annual Report on Form 10-K and in other filings we may make from time to time with the United States Securities and Exchange Commission ("SEC") after the date of this report. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this Annual Report on Form 10-K. We undertake no obligation to (and we expressly disclaim any obligation to) revise or update any forward-looking statements, whether as a result of new information, subsequent events, or otherwise, in order to reflect any event or circumstance that may arise after the date of this Annual Report on Form 10-K, unless otherwise required by law. Readers are urged to carefully review and consider the various disclosures made in this Annual Report on Form 10-K, and the other filings we may make from time to time with the SEC after the date of this report, which attempt to advise interested parties of the risks and uncertainties that may affect our business, financial condition, results of operations, and prospects.

ITEM 1. BUSINESS

Introduction

PICO Holdings, Inc. is a holding company that was incorporated in 1981. In this Annual Report on Form 10-K, PICO and its subsidiaries are collectively referred to as "PICO," the "Company," or by words such as "we," "us," and "our." Our business is primarily operated through our wholly owned subsidiary, Vidler Water Company, Inc. ("Vidler").

Our objective is to maximize long-term shareholder value. Currently, we believe the highest potential return to shareholders is from a return of capital. As we monetize assets, we intend to return capital back to shareholders through a stock repurchase program or by other means such as special dividends. We may, from time to time, reinvest a portion of proceeds from asset monetizations in further development of existing assets if we believe the returns on such reinvestment outweigh the benefits of a return of capital.

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and, if applicable, amendments to those reports, are made available free of charge on our web site (www.picoholdings.com) as soon as reasonably practicable after the reports are electronically filed or furnished with the SEC. Our website also contains other material about our Company. Information on our website is not incorporated by reference into this Annual Report on Form 10-K. Our corporate office is located at 3480 GS Richards Blvd., Suite 101, Carson City, Nevada 89703, and our telephone number is (775) 885-5000.

The following discussion should be read in conjunction with the Consolidated Financial Statements and Notes thereto included elsewhere in this Annual Report on Form 10-K. Additional information regarding the performance of and recent developments in our operating segments is included in *Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations.*

Our Business

We are primarily focused on monetizing our existing water rights and storage credits that we own in Arizona, Colorado, Nevada and New Mexico. The long-term future demand for our existing water assets is driven by population and economic growth relative to currently available water supplies in the southwestern United States. We have developed sources of water for municipal and industrial use, either from existing supplies of water, such as water used for agricultural purposes, acquired unappropriated (previously unused) water, or discovered new water sources based on science and targeted exploration. We are not a water utility, and do not currently intend to enter into regulated utility activities.

A water right is the legal right to divert water and put it to beneficial use. Water rights are real property rights which can be bought and sold and are commonly measured in acre-feet ("AF"), which is a measure of the volume of water required to cover an area of one acre to a depth of one foot and is equal to 325,850 gallons. The value of a water right depends on a number of factors, which may include location, the seniority of the right, whether or not the right is transferable, or if the water can be moved from one location to another. We believe we have purchased water rights at prices consistent with their then current use, which was typically agricultural in nature, with the expectation that the value would increase as we converted the water rights through the development process to a higher use, such as municipal and industrial use. We acquired and developed water resources with the expectation that such water resources would be the most competitive source of water (the most economical source of water supply) to support new growth in municipalities or new commercial and industrial projects.

Over the past eight years, the population growth of the states where we own water rights and storage credits has exceeded the national growth rate collectively and individually, with the exception of New Mexico. According to the Census Bureau's estimate of state population changes for the period April 1, 2010 to July 1, 2018, Nevada's growth rate was 12.4%, Arizona was 12.2%, Colorado was 13.2%, and New Mexico was 1.8%. These population growth statistics compare to the national total growth rate of 5.96% over the same period.

Historically, a significant portion of the Southwest's water supplies have come from the Colorado River. The balance is provided by other surface rights, such as rivers and lakes, groundwater (water pumped from underground aquifers), and water previously stored in reservoirs or aquifers. Prolonged droughts (decreased snow pack runoff and the related decreased surface water) and rapid population growth in the past twenty years have exacerbated the region's general water scarcity.

In December 2012, the U.S. Department of the Interior released a report titled: *The Colorado River Basin Water Supply and Demand Study*, examining the future water demands on the Colorado River Basin. The report projects water supply and demand imbalances throughout the Colorado River Basin and adjacent areas over the next 50 years. The average imbalance in future supply and demand is projected to be greater than 3.2 million acre-feet per year by 2060. The study projects that the largest increase in demand will come from municipal and industrial users as a result of population growth. The Colorado River Basin currently provides water to approximately 40 million people, and the study estimates that this number could nearly double to approximately 76.5 million people by 2060, under a rapid growth scenario.

Certain areas of the Southwest confronting long-term growth have insufficient known supplies of water to support their future economic and population growth. The inefficient allocation of available water between agricultural users and municipal or industrial users, the lack of available known water supplies in a particular location, or inadequate infrastructure to fully utilize or store existing and new water supplies provide opportunities for us to apply our water resource development expertise.

The development of our water assets required significant capital and expertise. A complete project, from acquisition, through development, permitting, and sale is typically a long-term endeavor. In the regions in which we operate, new housing and commercial and industrial developments require an assured, or sustainable, water supply (for example, in Arizona, access to water supplies for at least 100 years is required) before a permit for the development will be issued.

We have acquired or developed water rights and water related assets in Arizona, Idaho, Nevada, Colorado, and New Mexico. We also developed and operate our own water storage facility near Phoenix, Arizona, utilize water storage capacity operated by third parties in Arizona, and "bank," or store water for future growth with municipalities in Nevada and New Mexico.

We have also entered into "teaming" and joint resource development arrangements with third parties who have water assets but lack the capital or expertise to commercially develop these assets. The first of these arrangements was a water delivery teaming agreement in southern Nevada with the Lincoln County Water District ("Lincoln/Vidler"), which is developing water resources in Lincoln County, Nevada. In northern Nevada, we have also entered into a joint development agreement with Carson City and Lyon County, Nevada to develop and provide water resources in Lyon County as well as a water banking agreement with Truckee Meadows Water Authority in Reno, Nevada.

We generate revenues by:

- selling our developed water rights to real estate developers, power generating facilities or other commercial and industrial users who must secure rights to an assured, or sustainable, supply of water in order to receive permits for their development projects;
- selling our developed water rights to water utilities, municipalities and other government agencies for their specific needs, including to support population and economic growth;
- selling our stored water to state agencies, commercial developers or municipalities that have either exhausted their existing water supplies or require reserves for future water obligations, or, in instances where our water represents the most economical source of water, for their commercial projects or communities; and
- leasing and selling of our water or land.

We owned the following significant water resource and water storage assets at December 31, 2018:

Fish Springs Ranch

We own a 51% membership interest in, and are the managing partner of, Fish Springs Ranch, LLC ("FSR"), which owns the Fish Springs Ranch and other properties totaling approximately 7,310 acres in Honey Lake Valley in Washoe County, Nevada approximately 40 miles north of Reno, Nevada. FSR also owns approximately 12,907 acre-feet of permitted water rights related to the properties of which 7,907 acre-feet are designated as water credits, transferable to other areas within Washoe County (such as Reno and Sparks) to support community development. Although the additional 5,000 AF has been approved and permitted by the Nevada State Engineer, existing federal rights of way will need to be updated before such water is transferable. To date, we have funded all of the operational expenses, development, and construction costs incurred in this partnership. Certain of the development and construction costs are treated as preferred capital under the partnership agreement which among other things, entitles us to receive interest on the initial balance of the preferred capital and the accumulated interest at the London Inter-Bank Offered Rate ("LIBOR") plus 450 basis points. The preferred capital and accumulated interest is first in line to be paid out as the partnership generates sufficient revenue. At December 31, 2018 the balance in the preferred capital account, including $87.1 million of accrued interest, was $181.7 million and the associated interest rate was 7.31%.

During 2006, we started construction of a pipeline and an electrical substation to provide the power required to pump the water to the north valleys region of Reno. In July 2008, we completed construction of and dedicated our pipeline and associated infrastructure to Washoe County, Nevada under the terms of an Infrastructure Dedication Agreement ("IDA") between Washoe County and FSR. Under the provisions of the IDA, Washoe County is responsible for the operation and maintenance of the pipeline and we own the exclusive right to the capacity of the pipeline to allow for the sale of water for future economic development in the north valley area of Reno. As of December 31, 2018, our remaining 7,907 acre-feet of water that has regulatory approval to be imported to the north valleys of Reno is available for sale under a Water Banking Trust Agreement entered into between FSR and Washoe County. Under the Water Banking Trust Agreement, Washoe County holds our water rights in trust. We can sell our water credits to developers, who must then dedicate the water to the local water utility for service. In December 2014, Washoe County Water Utilities merged with the Truckee Meadows Water Authority ("TMWA"), consolidating water supply service in Washoe County. Also effective at the end of 2014, FSR, Washoe County, and TMWA consented to the assignment of the Water Banking Trust Agreement and the IDA to the Truckee Meadows Water Authority.

The property is a working ranch and is comprised of 7,310 acres of land owned by us and approximately 180,000 acres of a Bureau of Land Management grazing allotment. The land and allotment are currently leased to a cattle company for grazing. The ranch also grows alfalfa hay and grass that is sold to cattle operators, dairies and feed stores. We have entered into an option agreement with a solar company to lease up to 2,600 acres for solar panels and battery storage.

Carson/Lyon

The capital of Nevada, Carson City, and Lyon County are located in the western part of the state, close to Lake Tahoe and the border with California. While Carson City's housing growth has been and is expected to be minimal due to land constraints, there is planned growth for the Dayton corridor, directly east of Carson City. The planned growth in this area is anticipated to be driven by the employment growth at the Tahoe Reno Industrial Center ("TRIC") and the construction of the extension of the USA Parkway, completed in August 2017, which connects Interstate route 80 to TRIC and to U.S. route 50 near Silver Springs, Lyon County. There are currently few existing water sources to support future growth and development in the Dayton corridor area and we have worked with Carson City and Lyon County for several years on ways to deliver water to support this expected growth.

We have development and improvement agreements with both Carson City and Lyon County to provide water resources for planned future growth in Lyon County and to connect, or “intertie,” the municipal water systems of Carson City and Lyon County. The agreements allow for certain river water rights owned or controlled by us to be conveyed for use in Lyon County. The agreements also allow us to bank water with Lyon County and authorize us to build the infrastructure to upgrade and inter-connect the Carson City and Lyon County water systems.

We own or control water rights consisting of both Carson River agriculture designated water rights and certain municipal and industrial designated water rights. We anticipate that we will have up to approximately 3,500 acre-feet available for municipal use in Lyon County for future development, if and when demand occurs, principally by means of delivery through the new infrastructure we constructed.

Vidler Arizona Recharge Facility

We built and received the necessary permits to operate a full-scale water “recharge” facility that allowed us to bank water underground in the Harquahala Valley, Arizona. “Recharge” is the process of placing water into storage underground. When needed, the water will be “recovered,” or removed from storage, through groundwater wells. This stored water creates a long term storage credit (“LTSC”). The Arizona Department of Water Resources tracks and documents the LTSCs stored throughout Arizona.

We recharged Colorado River water at this facility, which is a primary source of water for the Lower Basin States of Arizona, California, and Nevada. The water storage facility is strategically located adjacent to the Central Arizona Project (“CAP”) aqueduct, a conveyance canal running from Lake Havasu to Phoenix and Tucson. Our recharged water was purchased from surplus flows of CAP water. Proximity to the CAP aqueduct provides a competitive advantage as it minimizes the cost of water conveyance of our LTSCs.

Potential users include industrial companies, power-generating companies, developers, and local governmental political subdivisions in Arizona, including municipalities and incorporated areas, and out-of-state users such as municipalities and water agencies in Nevada and California. The Arizona Water Banking Authority (“AWBA”) has the responsibility for intrastate and interstate storage of water for governmental entities. To date, we have not stored water at the facility for any third party and there is no longer excess water which can be banked.

While Arizona was the only southwestern state with surplus flows of Colorado River water available for storage, there is no surplus flows available to us as drought conditions have reduced the flow of the Colorado River and other water users have fully utilized their water allocations. In the future, we do not anticipate purchasing and storing surplus flows of Colorado River water and we have discontinued using the recharge element of the storage site. At December 31, 2018, we had LTSCs of approximately 250,600 acre-feet of water in storage at the facility. To date, we have not generated any revenue from selling our stored water at this facility.

Phoenix AMA Water Storage

As of December 31, 2018, we owned approximately 53,600 acre-feet of LTSCs stored in the Phoenix Active Management Area (“AMA”), of which 13,445 AF are under agreements of purchase and sale by third parties expiring in December 2019 and November 2021. However, the buyers have the option to terminate the agreements with 10 days notice without any obligation to purchase any additional LTSCs. Water stored in the AMA may be recovered and used anywhere in the AMA and could have a variety of uses for residential and commercial developments within the Phoenix metropolitan area. All of the storage sites we utilize within the AMA are operated by third parties.

Harquahala Valley Ground Water Basin

Any new residential development in Arizona within an AMA must obtain a permit from the Arizona Department of Water Resources certifying a “designated assured water supply” sufficient to sustain the development for at least 100 years. Harquahala Valley groundwater meets the designation of assured water supply.

As of December 31, 2018, we owned 1,926 acres of land and have the ability to utilize 6,040 acre-feet of groundwater for development within the Harquahala Basin. The Analysis of Adequate Water Supply for the 6,040 acre-feet must be renewed before December 2021 in order to maintain these rights.

Lincoln County, Nevada Water Delivery and Teaming Agreement

Lincoln County Nevada ("Lincoln") and Vidler entered into a water delivery teaming agreement to locate and develop water resources in Lincoln County, Nevada for planned projects under the Lincoln County master plan. Under the agreement, proceeds from sales of water will be shared equally after Vidler is reimbursed for the expenses incurred in developing water resources in Lincoln County. Lincoln/Vidler has filed applications for more than 100,000 acre-feet of water rights with the intention of supplying water for residential, commercial, and industrial use, as contemplated by the county's approved master plan. We believe that this is the only known new source of water for Lincoln County. Although it is uncertain, Vidler currently anticipates that over the long-term, up to 40,000 acre-feet of water rights will ultimately be permitted from these applications, and put to use for planned projects in Lincoln County.

Tule Desert Groundwater Basin

Lincoln/Vidler jointly filed permit applications in 1998 for approximately 14,000 acre-feet of water rights for industrial use from the Tule Desert Groundwater Basin in Lincoln County, Nevada. In November 2002, the Nevada State Engineer awarded Lincoln/Vidler a permit for 2,100 acre-feet of water rights, which Lincoln/Vidler subsequently sold in 2005, and ruled that an additional 7,240 acre-feet could be granted pending additional studies by Lincoln/Vidler (the "2002 Ruling"). Subsequent to the 2002 Ruling and consistent with the Nevada State Engineer's conditions, we completed these additional engineering and scientific studies.

On April 15, 2010, Lincoln/Vidler and the Nevada State Engineer announced a Settlement Agreement with respect to litigation between the parties regarding the amount of water to be permitted in the Tule Desert Groundwater Basin. The Settlement Agreement resulted in the granting to Lincoln/Vidler of the original application of 7,240 acre-feet of water rights with an initial 2,900 acre-feet of water rights available for sale or lease by Lincoln/Vidler. The balance of the water rights (4,340 acre-feet) is the subject of staged pumping and development over the next several years to further refine the modeling of the basin and potential impacts, if any, from deep aquifer pumping in the remote, unpopulated desert valley in Lincoln County, Nevada.

The Tule Desert Groundwater Basin water resources were developed by Lincoln/Vidler to support the Lincoln County Recreation, Conservation and Development Act of 2004 (the "Land Act"). The water permitted under the Settlement Agreement is anticipated to provide sufficient water resources to a portion of the Land Act properties.

Kane Springs

In 2005, Lincoln/Vidler agreed to sell water to a developer of Coyote Springs, a new planned residential and commercial development 60 miles north of Las Vegas, as and when supplies were permitted from Lincoln/Vidler's existing applications in Kane Springs, Nevada. Lincoln/Vidler currently has priority applications for approximately 17,375 acre-feet of water in Kane Springs for which the Nevada State Engineer has requested additional data before making a determination on the applications from this groundwater basin. The actual permits received may be for a lesser quantity, which cannot be accurately predicted.

Currently, we have an option agreement with a developer to sell our remaining 500 acre-feet of water rights we own in this area at a price of $6,358 per acre-foot that is escalated at 7.5% per year from September 2017. The agreement expires in September 2019 with a cost to exercise of approximately $3.5 million. To date, the developer has made all required annual option payments.

The following table summarizes our other water rights and real estate assets at December 31, 2018:

Name and location of asset	Brief description	Present commercial use
Nevada:		
Truckee River Water Rights	Approximately 299 acre-feet of Truckee River water rights permitted for municipal use.	Water rights are available to support development through sale, lease, or partnering arrangements.
Dry Lake	Vidler owns 600 acres of agricultural and ranch land in Dry Lake Valley North. Lincoln/Vidler owns the 1,009 acre-feet of permitted agricultural groundwater rights associated with the land. Located in Lincoln County.	Water rights and land are available to support development through sale, lease, or partnering arrangements.
Muddy River	267 acre-feet of water rights. Located 35 miles east of Las Vegas.	Currently leased to Southern Nevada Water Authority in the Muddy River Irrigation Company.
Dodge Flat	1,397 acre-feet of permitted municipal and industrial use water rights, and 1,064 acres of land. Located in Washoe County, east of Reno.	Water rights and land are currently under contract. In January 2018 31.5 acre-feet were sold to a mining company. In November 2014, we entered into an option agreement with a solar developer for 1,064 acres of land and 18AF of water rights.
Colorado:		
Tunnel	Approximately 152 acre-feet of water rights. Located in Summit County (the Colorado Rockies), near Breckenridge.	57 acre-feet of water leased under long term leases. 95 acre-feet are available for sale or lease.
New Mexico:		
Campbell Ranch	Application for a new appropriation of 350 acre-feet of ground water. Vidler is in partnership with the land owner. The water rights would be used for a new residential and commercial development. Located 25 miles east of Albuquerque.	In November 2014, our application was denied by the New Mexico State Engineer causing us to record an impairment loss of $3.5 million which reduced the capitalized costs and other assets of this project to zero. We appealed this decision on November 19, 2014. The appeal was denied in February 2019.
Lower Rio Grande Basin	Approximately 1,215 acre-feet of agricultural water rights. Located in Dona Ana and Sierra Counties.	Water is available for sale, lease or other partnering opportunities. In 2014, we entered into a long term lease for a portion of these water rights.
Middle Rio Grande Basin	Approximately 99 acre-feet of water rights permitted for municipal use. Located in Santa Fe and Bernalillo Counties.	Water is available for sale, lease, or other partnering opportunities.

Employees

At December 31, 2018, we had 17 employees.

Executive Officers

The executive officers of PICO are:

Name	Age	Position
Dorothy A. Timian - Palmer	61	President and Chief Executive Officer
Maxim C. W. Webb	57	Executive Chairman of the Board
John T. Perri	49	Chief Financial Officer and Secretary

Ms. Timian - Palmer has served as our President and Chief Executive Officer since August 2018. Ms. Timian - Palmer has been Chief Executive Officer of Vidler Water Company, Inc. since October 2016 and President of Vidler Water Company. Inc. since October 2008.

Mr. Webb has served as our Executive Chairman since August 2018. Prior to his appointment as Executive Chairman, Mr. Webb was our President and Chief Executive Officer, and a member of our Board of Directors since October 2016 and as Chairman of the Board of Directors since December 2016. Mr. Webb has been an officer of Vidler Water Company, Inc. since 2001. He has served in various capacities since joining our company in 1998, including Chief Financial Officer, Treasurer, Executive Vice President and Secretary from 2001 to October 2016.

Mr. Perri has served as our Chief Financial Officer and Secretary since October 2016. He has served in various capacities since joining our company in 1998, including Vice President, Chief Accounting Officer from 2010 to October 2016, Financial Reporting Manager, Corporate Controller and Vice President, Controller from 2003 to 2010.

ITEM 1A. RISK FACTORS

The following information sets out factors that could cause our actual results to differ materially from those contained in forward-looking statements we have made in this Annual Report on Form 10-K and those we may make from time to time. You should carefully consider the following risks, together with other matters described in this Form 10-K or incorporated herein by reference in evaluating our business and prospects. If any of the following risks occurs, our business, financial condition or operating results could be harmed. In such case, the trading price of our securities could decline, in some cases significantly.

General economic conditions could have a material adverse effect on our financial results, financial condition and the demand for and the fair value of our assets.

Our operations are sensitive to the general economic conditions of the local markets in which our assets are located although international, national, and regional economic conditions may also impact our markets. General poor economic conditions and the resulting effect of non-existent or slow rates of growth in the markets in which we operate could have a material adverse effect on the demand for our water assets. These poor economic conditions include higher unemployment, inflation, deflation, decreases in consumer demand, changes in buying patterns, a weakened dollar, higher consumer debt levels, higher interest rates, especially higher mortgage rates, and higher tax rates and other changes in tax laws or other economic factors that may affect commercial and residential real estate development.

Specifically, high national, regional, or local unemployment may arrest or delay any significant growth of the residential real estate markets in which we operate, which could adversely affect the demand for our water assets. Any prolonged lack of demand for our water assets could have a significant adverse effect on our revenues, results of operations, cash flows, and the return on our investment from these assets.

Our future revenue is uncertain and depends on a number of factors that may make our revenue, profitability, cash flows, and the fair value of our assets volatile.

Our future revenue and profitability related to our water resource and water storage operations will primarily be dependent on our ability to develop and sell or lease our water assets. In light of the fact that our water resource and water storage operations represent the majority of our overall business at present, our long-term profitability and the fair value of the assets related to our water resource and water storage operations could be affected by various factors, including the drought in the southwest, regulatory approvals and permits associated with such assets, transportation arrangements, and changing technology. We may also encounter unforeseen technical or other difficulties which could result in cost increases with respect to our water resource and water storage development projects. Moreover, our profitability and the fair value of the assets related to our water resource and water storage operations is significantly affected by changes in the market price of water. Future sales and prices of water may fluctuate widely as demand is affected by climatic, economic, demographic and technological factors as well as the relative strength of the residential, commercial, financial, and industrial real estate markets. Additionally, to the extent that we possess junior or conditional water rights, during extreme climatic conditions, such as periods of low flow or drought, our water rights could be subordinated to superior water rights holders. The factors described above are not within our control.

One or more of the above factors in one or more of our operating segments could impact our revenue and profitability, negatively affect our financial condition and cash flows, cause our results of operations to be volatile, and could negatively impact our rate of return on our water assets and cause us to divest such assets for less than our intended return on our investment.

A downturn in the homebuilding and land development sectors in our markets would materially adversely affect our business, results of operations, and the demand for and the fair value of our assets.

The homebuilding industry experienced a significant and sustained downturn in recent years having been impacted by factors that include, but are not limited to, weak general economic and employment growth, a lack of consumer confidence, large supplies of resale and foreclosed homes, a significant number of homeowners whose outstanding principal balance on their mortgage loan exceeds the market value of their home, and tight lending standards and practices for mortgage loans that limit consumers' ability to qualify for mortgage financing to purchase a home. These factors resulted in an industry-wide weakness in demand for new homes and caused a material adverse effect on the growth of the local economies and the homebuilding industry in the southwestern United States ("U.S.") markets where our water assets are located, including the states of Nevada, Arizona, Colorado, and New Mexico. The continuation of the recent improvement in residential and commercial real estate development process and activity is essential for our ability to generate operating income in our water resource and water storage business. We are unable to predict whether and to what extent this recovery will continue or its timing. Any future slow-down in real estate and homebuilding activity could adversely impact various development projects within the markets in which our water assets are located and this could materially affect the demand for and the fair value of these assets and our ability to monetize these assets. Declines and weak conditions in the U.S. housing market have reduced our revenues and created losses in our water resource and water storage, and land development and homebuilding businesses in prior years and could do so in the future. Additionally, the recent tax law changes limiting, among other things, deductibility of mortgage interest and of state and local income taxes may have an impact on the national housing market and in the markets in which we operate, although the Nevada market may be less impacted due to the lack of a state income tax.

We may not be able to realize the anticipated value of our water assets in our projected time frame, if at all.

We expect that the current rate of growth of the economy will continue to have an impact on real estate market fundamentals. Depending on how markets perform both in the short and long-term, the state of the economy, both nationally and locally in the markets where our assets are concentrated, could result in a decline in the value of our existing water assets, or result in our having to retain such assets for longer than we initially expected, which would negatively impact our rate of return on our water assets, cause us to divest such assets for less than our intended return on investment, or cause us to incur impairments on the book values of such assets to estimated fair value. Such events would adversely impact our financial condition, results of operations and cash flows.

The fair values of our water assets are linked to growth factors concerning the local markets in which our assets are concentrated and may be impacted by broader economic issues.

Both the demand for, and fair value of, our water assets are significantly affected by the growth in population and the general state of the local economies where our real estate and water assets are located. The local economies where our real estate and water assets are located, primarily in Arizona and northern Nevada, but also in Colorado and New Mexico, may be affected by factors such as the local level of employment, the availability and cost of financing for real estate development transactions, and affordability of housing. The unemployment rate in these states, as well as issues related to the credit markets, may prolong a slowdown of the local economies where our real estate and water assets are located. This could materially and adversely affect the demand for, and the fair value of, our real estate and water assets and, consequently, adversely affect our growth and revenues, results of operations, cash flows and the return on our investment from these assets.

The fair values of our water assets may decrease which could adversely affect our results of operations with losses from asset impairments.

The fair value of our water resource and water storage assets depends on market conditions. We acquired water resources and land for expansion into new markets and for replacement of inventory and expansion within our current markets. The valuation of real estate and water assets is inherently subjective and based on the individual characteristics of each asset. Factors such as changes in regulatory requirements and applicable laws, political conditions, the condition of financial markets, local and national economic conditions, change in efficiencies of water use, the financial condition of customers, potentially adverse tax consequences, and interest and inflation rate fluctuations subject valuations to uncertainties. In addition, our valuations are made on the basis of assumptions that may not prove to reflect economic or demographic reality. If population growth and, as a result, water and/or housing demand in our markets fails to meet our expectations when we acquired our real estate and water assets, our profitability may be adversely affected and we may not be able to recover our costs when we sell our real estate and water assets. We regularly review the value of our water assets. These reviews have resulted in recording significant impairment losses in prior years to our water resource assets. Such impairments have adversely affected our results of operations and our financial condition in those years.

If future market conditions adversely impact the anticipated timing of and amount of sales of our water assets we may be required to record further significant impairments to the carrying value of our water assets, which would adversely affect our results of operations and our financial condition.

*** The majority of our remaining assets and operations consist of our existing water resource and water storage operations that are concentrated in a limited number of assets and markets, making our cash flows, profitability and the fair value of those assets difficult to predict and vulnerable to conditions and fluctuations in a limited number of local economies.**

We anticipate that a significant amount of our water resource and water storage revenue, results of operations and cash flows will come from a limited number of assets, which primarily consist of our water rights in Nevada and our water storage operations in Arizona. Our two most significant assets are our water storage operations in Arizona and our water rights to serve the north valleys area of Reno, Nevada. As a result of this concentration, we expect our invested capital and results of operations will be vulnerable to the conditions and fluctuations in these local economies, along with changes in local and regional government land use, zoning, permitting approvals and other regulatory action.

Our Arizona Recharge Facility is one of the few private sector water storage sites in Arizona. At December 31, 2018, we had approximately 251,000 acre-feet of water stored at the facility. In addition, we had approximately 53,600 acre-feet of water stored in the Phoenix Active Management Area at December 31, 2018. We have not stored any water on behalf of any customers and as of December 31, 2018, had not generated any material revenue from the recharge facility. We cannot be certain that we will ultimately be able to sell all of the stored water at a price sufficient to provide an adequate economic profit, if at all.

We constructed a pipeline approximately 35 miles long to deliver water from Fish Springs Ranch to the north valleys area of Reno, Nevada. As of December 31, 2018, the total cost of the pipeline project, including our water credits (net of impairment losses incurred to date) carried on our balance sheet was approximately $83.1 million. To date, we have sold only a small amount of the water credits and we cannot provide any assurance that the sales prices we may obtain in the future will provide an adequate economic return, if at all. Any prolonged weak demand or lack of permitting approvals for new homes, residential and commercial development, and, as a result, for our assets in Nevada and Arizona, would have a material adverse effect on our future revenues, results of operations, cash flows, and the return on our investment from those assets. Demand for these water credits is anticipated to primarily come from both local and national developers planning to construct new projects in the north valleys area of Reno, Nevada. The success of these projects is dependent on numerous factors beyond our control, including local government approvals, employment growth in the greater Reno area, and the ability of the developers to finance these projects.

We may suffer uninsured losses or suffer material losses in excess of insurance limits.

We could suffer physical damage to any of our assets at one or more of our different businesses and liabilities resulting in losses that may not be fully recoverable by insurance. In addition, certain types of risks, such as personal injury claims, may be, or may become in the future, either uninsurable or not economically insurable, or may not be currently or in the future covered by our insurance policies or otherwise be subject to significant deductibles or limits. Should an uninsured loss or a loss in excess of insured limits occur or be subject to deductibles, we could sustain financial loss or lose capital invested in the affected asset(s) as well as anticipated future income from that asset. In addition, we could be liable to repair damage or meet liabilities caused by risks that are uninsured or subject to deductibles.

We may not receive all of the permitted water rights we expect from the water rights applications we have filed in Nevada and New Mexico.

We have filed certain applications in Nevada and New Mexico to be awarded permitted water rights. To date, the courts in New Mexico have denied our applications and we have not been awarded any water rights in New Mexico. In Nevada our applications are primarily as part of the water teaming agreement with Lincoln County. We deploy the capital required to enable the filed applications to be converted into permitted water rights over time as and when we deem appropriate or as otherwise required. We only expend capital in those areas where our initial investigations lead us to believe that we can obtain a sufficient volume of water to provide an adequate economic return on the capital employed in the project. These capital expenditures largely consist of drilling and engineering costs for water production, costs of monitoring wells, legal and consulting costs for hearings with the State Engineer, and other compliance costs. Until the State Engineer in the relevant state permits the water rights we are applying for, we cannot provide any assurance that we will be awarded all of the water that we expect based on the results of our drilling and our legal position and it may be a considerable period of time before we are able to ascertain the final volume of water rights, if any, that will be permitted by the State Engineer. Any significant reduction in the volume of water awarded to us from our original base expectation of the amount of water that may be permitted may result in the write down of capitalized costs which could adversely affect the return on our investment from those assets, our revenues, results of operations, and cash flows.

Variances in physical availability of water, along with environmental and legal restrictions and legal impediments, could impact profitability.

We value our water assets, in part, based upon the volume (as measured in acre-feet) of water we anticipate from water rights applications and our permitted water rights. The water and water rights held by us and the transferability of these rights to other uses, persons, and places of use are governed by the laws concerning water rights in the states of Arizona, Colorado, Nevada, and New Mexico. The volumes of water actually derived from the water rights applications or permitted rights may vary considerably based upon physical availability and may be further limited by applicable legal restrictions.

As a result, the volume of water anticipated from the water rights applications or permitted rights may not in every case represent a reliable, firm annual yield of water, but in some cases describe the face amount of the water right claims or management's best estimate of such entitlement. Additionally, we may face legal restrictions on the sale or transfer of some of our water assets, which may affect their commercial value. If the volume of water yielded from our water rights applications is less than our expectations, or we are unable to transfer or sell our water assets, we may lose some or all of our anticipated returns, which may adversely affect our revenues, profitability and cash flows.

Purchasers of our real estate and water assets may default on their obligations to us and adversely affect our results of operations and cash flow.

In certain circumstances, we finance sales of real estate and water assets, and we secure such financing through deeds of trust on the property, which are only released once the financing has been fully paid off. Purchasers of our real estate and water assets may default on their financing obligations. Such defaults may have an adverse effect on our business, financial condition, and the results of operations and cash flows.

Our sale of water assets may be subject to environmental regulations which would impact our revenues, profitability, and cash flows.

The quality of the water assets we lease or sell may be subject to regulation by the United States Environmental Protection Agency acting pursuant to the United States Safe Drinking Water Act along with other federal, state and local regulations. While environmental regulations may not directly affect us, the regulations regarding the quality of water distributed affects our intended customers and may, therefore, depending on the quality of our water, impact the price and terms upon which we may in the future sell our water assets. If we need to reduce the price of our water assets in order to make a sale to our intended customers, our balance sheet, return on investment, results of operations and financial condition could suffer.

Our water assets may be impacted by legal and political opposition in certain locations.

The water assets we hold and the transferability of these assets and rights to other uses, persons, or places of use are governed by the laws and regulations concerning water rights in the states of Arizona, Nevada, Colorado and New Mexico and may be directly or indirectly affected by other federal, state and local laws and regulations related to water and land use. Our development and sale of water assets is subject to the risks of delay associated with receiving all necessary regulatory approvals and permits. Additionally, the transfer of water resources from one use to another may affect the economic base or impact other issues of a community including development, and will, in some instances, be met with local opposition. Moreover, municipalities who will likely regulate the use of any water we might sell to them in order to manage growth could create additional requirements that we must satisfy to sell and convey water assets.

If we are unable to effectively transfer, sell and convey water resources, our ability to monetize these assets will suffer and our return on investment, revenues and financial condition would decline.

If our assets decline in value, our financial condition and the return on our investment could suffer.

Historically, we have acquired and invested in assets that we believed were undervalued or that would benefit from additional capital, restructuring of operations, strategic initiatives, or improved competitiveness through operational efficiencies. If any previously acquired asset fails or its fair value declines, we could experience a material adverse effect on our business, financial condition, the results of operations and cash flows. If we are not successful managing our previous acquisitions, our business, financial condition, results of operations and cash flows could be materially affected. Such failures, declines in fair values, and/or failure to manage acquisitions, could result in a negative return on equity. We could also lose part or all of our capital in these assets and experience reductions in our net income, cash flows, assets and equity.

Future dispositions of our businesses, assets, operations and investments, if unsuccessful, could reduce the value of our common shares. Any future dispositions may result in significant changes in the composition of our assets and liabilities. Consequently, our financial condition, results of operations and the trading price of our common shares may be affected by factors different from those historically affecting our financial condition, results of operations and trading price at the present time.

We may need additional capital in the future to fund our business and financing may not be available on favorable terms, if at all, or without dilution to our shareholders.

We currently anticipate that our available capital resources and operating cash flows will be sufficient to meet our expected working capital and capital expenditure requirements for at least the next 12 months. However, we cannot provide any assurance that such resources will be sufficient to fund our business. We may raise additional funds through public or private debt, equity or hybrid securities financings, including, without limitation, through the issuance of securities.

We may experience difficulty in raising necessary capital in view of the recent volatility in the capital markets and increases in the cost of finance, especially for a small capitalization company like ours. Increasingly stringent rating standards could make it more difficult for us to obtain financing. If we raise additional funds through the issuance of equity or convertible debt securities, the percentage ownership of our shareholders could be significantly diluted, and these newly issued securities may have rights, preferences or privileges senior to those of existing shareholders. Indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. The additional financing we may need may not be available to us, or on favorable terms. If adequate funds are not available or are not available on acceptable terms, if and when needed, our ability to fund our operations or otherwise execute our strategic plan would be significantly limited. In any such case, our business, operating results or financial condition could be materially adversely affected.

*** Our ability to utilize net operating loss carryforwards and certain other tax attributes may be limited.**

Under Section 382 of the Internal Revenue Code of 1986, as amended, if we undergo an “ownership change” (generally defined as a greater than 50% change (by value) in our equity ownership over a three year period), the ability to use our pre-change net operating loss carryforwards and other pre-change tax attributes to offset our post-change income may be limited. Notwithstanding our adoption of a tax benefit preservation plan, it is possible that we could experience ownership changes in the future as a result of shifts in our stock ownership. As of December 31, 2018, we had federal and state net operating loss carryforwards of approximately $170.1 million and $154.3 million, respectively, which, depending on our value at the time of any ownership changes, could be limited.

We may not be able to retain key management personnel we need to succeed, which could adversely affect our ability to successfully operate our businesses.

To run our day-to-day operations and to successfully manage our businesses we must, among other things, continue to retain key management. We rely on the services of a small team of key executive officers. If they depart, it could have a significant adverse effect upon our business. Also, increased competition for skilled management and staff employees in our businesses could cause us to experience significant increases in operating costs and reduced profitability.

Analysts and investors may not be able to evaluate us adequately, which may negatively influence the price of our stock.

We own assets that are unique, complex in nature, and difficult to understand. In particular, our water resource business is a developing industry in the United States with very little historical and comparable data, very complex valuation issues and a limited following of analysts. Because our assets are unique, analysts and investors may not be able to adequately evaluate our operations and enterprise as a going concern. This could cause analysts and investors to make inaccurate evaluations of our stock, or to overlook PICO in general. As a result, the trading volume and price of our stock could suffer and may be subject to excessive volatility.

Fluctuations in the market price of our common stock may affect your ability to sell your shares.

The trading price of our common stock has historically been, and we expect will continue to be, subject to fluctuations. The market price of our common stock may be significantly impacted by:

- quarterly variations in financial performance and condition of our various businesses;
- shortfalls in revenue or earnings from estimates forecast by securities analysts or others;
- changes in estimates by such analysts;
- the ability to monetize our water assets for an adequate economic return, including the length of time any such monetization may take;
- our competitors' announcements of extraordinary events such as acquisitions;
- litigation; and
- general economic conditions and other matters described herein.

Our results of operations have been subject to significant fluctuations, particularly on a quarterly basis, and our future results of operations could fluctuate significantly from quarter to quarter and from year to year. Causes of such fluctuations may include one time transactions, and impairment losses. Statements or changes in opinions, ratings, or earnings estimates made by brokerage firms or industry analysts relating to the markets in which we do business or relating to us specifically could result in an immediate and adverse effect on the market price of our common stock. Such fluctuations in the market price of our common stock could affect the value of your investment and your ability to sell your shares.

Litigation may harm our business or otherwise distract our management.

Substantial, complex or extended litigation could cause us to incur large expenditures and distract our management. For example, lawsuits by employees, shareholders or customers could be very costly and substantially disrupt our business. Additionally, from time to time we or our subsidiaries will have disputes with companies or individuals which may result in litigation that could necessitate our management's attention and require us to expend our resources. We may be unable to accurately assess our level of exposure to specific litigation and we cannot provide any assurance that we will always be able to resolve such disputes out of court or on terms favorable to us. We may be forced to resolve litigation in a manner not favorable to us, and such resolution could have a material adverse impact on our consolidated financial condition or results of operations.

We have been the subject of shareholder activism efforts that could cause a material disruption to our business.

In the past, certain investors took steps to involve themselves in the governance and strategic direction of our company due to governance and strategic-related disagreements with us. While we have formally settled with certain of such activists, other investors could take steps to involve themselves in the governance and strategic direction of our Company. Such shareholder activism efforts could result in substantial costs and diversion of management's attention and resources, harming our business and adversely affecting the market price of our common stock.

Anti-takeover provisions in our charter documents and under Delaware law may make an acquisition of us more complicated and the removal and replacement of our directors and management more difficult.

Provisions of our certificate of incorporation and bylaws, as well as provisions of Delaware law, could make it more difficult for a third party to acquire us, even if doing so would benefit our stockholders. These provisions may also make it difficult for stockholders to remove and replace our board of directors and management. For example, these provisions limit who may call a special meeting of stockholders and establish advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted upon at stockholder meetings. In addition, we have adopted a tax benefits preservation plan designed to preserve our ability to utilize our net operating losses as a result of certain stock ownership changes, which may have the effect of discouraging transactions involving an actual or potential change in our ownership. The tax benefit preservation plan was ratified by our shareholders at our 2018 annual meeting.

If equity analysts do not publish research or reports about our business or if they issue unfavorable commentary or downgrade our common stock, the price of our common stock could decline.

The trading market for our common stock will rely in part on the research and reports that equity research analysts may publish about us and our business. We do not control these analysts. The price of our stock could decline if one or more equity analysts downgrade our stock or if those analysts issue other unfavorable commentary or cease publishing reports about us or our business.

Our business could be negatively impacted by cyber security threats.

In the ordinary course of our business, we use our data centers and our networks to store and access our proprietary business information. We face various cyber security threats, including cyber security attacks to our information technology infrastructure and attempts by others to gain access to our proprietary or sensitive information. The procedures and controls we use to monitor these threats and mitigate our exposure may not be sufficient to prevent cyber security incidents. The result of these incidents could include disrupted operations, lost opportunities, misstated financial data, liability for stolen assets or information, increased costs arising from the implementation of additional security protective measures, litigation and reputational damage. Any remedial costs or other liabilities related to cyber security incidents may not be fully insured or indemnified by other means.

THE FOREGOING FACTORS, INDIVIDUALLY OR IN AGGREGATE, COULD MATERIALLY ADVERSELY AFFECT OUR OPERATING RESULTS AND CASH FLOWS AND FINANCIAL CONDITION AND COULD MAKE COMPARISON OF HISTORICAL FINANCIAL STATEMENTS, INCLUDING RESULTS OF OPERATIONS AND CASH FLOWS AND BALANCES, DIFFICULT OR NOT MEANINGFUL.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We lease office space in Carson City, Nevada, where our principal executive office is located, and office space in La Jolla, California, that is vacant and which we are seeking to sublet. We continually evaluate our current and future space capacity in relation to our business needs. We believe that our existing office space is adequate to meet our current business requirements and that suitable replacement and additional space will be available in the future on commercially reasonable terms, should we need it.

We have significant holdings of real estate and water assets in the southwestern United States as described in *"Item 1 - Business."*

ITEM 3. LEGAL PROCEEDINGS

Neither we nor our subsidiaries are parties to any potentially material pending legal proceedings.

We are subject to various litigation matters that arise in the ordinary course of our business. Based upon information presently available, management is of the opinion that resolution of such litigation will not likely have a material effect on our consolidated financial position, results of operations, or cash flows. Because litigation is inherently unpredictable and unfavorable resolutions could occur, assessing contingencies is highly subjective and requires judgments about future events. When evaluating contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matters. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability. We regularly review contingencies to determine the adequacy of our accruals and related disclosures. The amount of ultimate loss may differ from these estimates, and it is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies. Whether any losses finally determined in any claim, action, investigation or proceeding could reasonably have a material effect on our business, financial condition, results of operations or cash flows will depend on a number of variables, including: the timing and amount of such losses; the structure and type of any remedies; the significance of the impact any such losses, damages or remedies may have on our consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the NASDAQ Global Select Market under the symbol "PICO." The following table sets out the quarterly high and low sales prices for the past two years as reported on the NASDAQ Global Select Market. These reported prices reflect inter-dealer prices, without adjustments for retail markups, markdowns, or commissions.

	2018		2017	
	High	Low	High	Low
First Quarter	$ 13.40	$ 10.60	$ 15.74	$ 13.05
Second Quarter	$ 12.85	$ 10.38	$ 17.95	$ 13.35
Third Quarter	$ 12.70	$ 11.35	$ 17.60	$ 16.05
Fourth Quarter[1]	$ 12.63	$ 8.85	$ 20.20	$ 12.30

[1]The lowest stock price during the fourth quarter of 2017 reflected the $5.00 per share special dividend paid to our shareholders on November 21, 2017, while prior period prices have not been adjusted to reflect the special dividend.

Any future decision to pay dividends on our common stock will be at the discretion of our board of directors and will depend upon, among other factors, our ability to monetize assets, our results of operations, financial condition, capital requirements, and other factors our board of directors may deem relevant.

On February 28, 2019, the closing sale price of our common stock was $10.28 and there were approximately 320 holders of record.

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total number of shares of common stock purchased	Average price paid per share of common stock (including commissions)	Total number of shares of common stock repurchased as part of publicly announced plans or programs	Maximum dollar value of shares of common stock that may yet be repurchased under the plans or programs (in thousands) [1]
10/1/2018 - 10/31/18	313,329	$ 11.53	2,076,457	$ 25,807
11/1/2018 - 11/30/18	154,496	$ 10.17	2,230,953	$ 24,236
12/1/2018 - 12/31/18	271,544	$ 9.58	2,502,497	$ 21,634
Total	739,369			

[1] The stock repurchase program was announced on March 2, 2017. Our Board of Directors authorized up to $50 million to be used under this program and there is no set expiration date.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

INTRODUCTION

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand our Company. The MD&A should be read in conjunction with our consolidated financial statements and the accompanying notes, presented later in this Annual Report on Form 10-K. The MD&A includes the following sections:

- *Company Summary, Recent Developments, and Future Outlook* — a brief description of our operations, the critical factors affecting them, and their future prospects;
- *Critical Accounting Policies, Estimates, and Judgments* — a discussion of accounting policies which require critical judgments and estimates. Our significant accounting policies, including the critical accounting policies discussed in this section, are summarized in the notes to the consolidated financial statements;
- *Results of Operations* — an analysis of our consolidated results of operations for the past three years, presented in our consolidated financial statements; and
- *Liquidity and Capital Resources* — an analysis of cash flows, sources and uses of cash, contractual obligations and a discussion of factors affecting our future cash flow.

COMPANY SUMMARY, RECENT DEVELOPMENTS, AND FUTURE OUTLOOK

Recent Developments:

Northern Nevada

The majority of our water resource assets is located in northern Nevada at FSR and our Carson / Lyon project. FSR's water credits are able to provide a sustainable water supply in the North Valleys region of Reno, Washoe County, Nevada and the Carson / Lyon water rights are able to provide a sustainable water supply in Lyon County, Nevada. As a result, we are dependent on new residential or commercial development occurring in these regions in order for us to monetize our water resources in northern Nevada. In turn, new development in these regions is highly dependent on the continued robust economic and job growth that is occurring in northern Nevada.

The economic development in the greater Reno region has been concentrated in the Tahoe Reno Industrial Center business park ("TRIC") which is a 107,000 acre industrial park proximate to Interstate 80 and 15 miles east of Reno, Nevada. Tesla Motors, Inc. ("Tesla") built its Gigafactory facility in this business park with initial estimates that 6,500 jobs would be created by the Gigafactory project. Currently, the forecast is that more than 10,000 jobs will be created by the project. Many other technology companies have also moved to the area including Apple, Google, Jet.com, Battery Systems Inc., Tire Rack, U.S. Ordinance, Zulily, Switch and Blockchains LLC.

The Economic Development Authority of Western Nevada ("EDAWN"), comprised of Reno, Sparks, and Tahoe areas, estimated that the region would generate 52,400 direct and indirect jobs from 2015 to 2020. As of the most recent tracking data provided by EDAWN in November 2018, the actual job growth continues to be ahead of this forecast with 58,401 new jobs created since December 2014; a total increase of 16.5% as compared to the forecasted total job growth in that period of 15.1%. EDAWN has released a further update (RCG Economics, Technical Memorandum dated January 29, 2019) to their previous forecast that include the latest historical data and a new five-year forecast from 2019 through 2023. This five - year forecast projects a cumulative addition of 51,585 new jobs in the region which represents a 12.7% increase in employment. This job growth leads to population growth. The report also projects the region's population to grow to 686,787 residents by the end of 2023, an increase of 54,470 residents (8.6%) in that five-year period. We believe that this increased employment and population growth will create demand for new residential, commercial and industrial development in the greater Reno area and in Lyon County.

Current economic conditions have manifested into new business openings, fewer apartment vacancies and the greater absorption of existing housing inventory. This activity has resulted in multiple new housing projects entering the approval process with local governments in Reno, Sparks, Carson City, Lyon County and Fernley. Residential housing projects have to demonstrate sustainable water supply to get final map approval and many projects in the North Valleys of Nevada are currently in the process or have obtained master plan amendment / zone change approvals. The next step for these developers is to obtain tentative map and then final map approvals. Within the Reno-Sparks and Washoe County area of Nevada, according to EDAWN, in 2018 there were 4,595 new housing permits pulled for 2018. EDAWN's goal is for at least 6,000 new housing permits to meet the projected demand for housing. In 2018, total new permits in Reno / Sparks / Washoe County decreased approximately 10% over the total number of new building permits for single-family and multi-family homes combined of 5,120 in 2017, but increased approximately 28% over 3,595 of new building permits for all of 2016. We believe the reduction in the issuance of building permits is due to a lag between subdivision approvals such as Zone Change/Master Plan Amendments and Tentative Maps and actual building permits. We expect the building permit activity to increase in 2019 once the permit process is initiated on newly approved subdivisions. We believe this increase in activity will lead to demand for our water resources as developers pursue their projects to provide housing for the population growth in the region. However, the increased activity has strained governmental agencies and has caused delays in processing permits as well as new projects' planning approval process. The timing of future monetization of our water resources in northern Nevada is directly correlated to the timing that residential developers pursue their projects in the areas that our FSR and Carson / Lyon assets are located and the time it takes for those developers to get the requisite planning approvals prior to obtaining final map or, in the case of commercial development projects, final regulatory approvals.

Arizona

Several market catalysts with respect to our LTSCs continue to emerge including the recent drought in the western United States, continued structural deficits on the Colorado River system, Indian Firming and Settlement obligations by the state of Arizona, increased water demand from overall growth in Arizona and the Lower Basin Drought Contingency Planning effort by Arizona. There is continued interest from other parties contemplating buying our LTSCs at prices that we believe reflect the true value of our LTSCs.

Arizona has an obligation to "firm" Indian water supplies as negotiated through various Indian Water Settlement Agreements. Section 105 of the Settlements Act (S. 437) titled "Firming of Central Arizona Project Indian Water," authorizes the Secretary of Interior and the State of Arizona to develop a firming program to ensure that of the total 197,500 acre-feet of non-indian agricultural water reallocated to the Arizona Indian Tribes, 60,648 acre-feet must be delivered in the same manner as water with a municipal and industrial priority during water shortages, over a 100 year period. It is estimated that over the 100 year period, the total shortfall of the Indian Firming obligation is approximately 550,000 acre-feet. To date approximately 140,000 acre-feet has been secured by Arizona for the firming obligations shortfall. The US Bureau of Reclamation also has an Indian firming obligation for existing and future Arizona Indian settlements of approximately 950,000 acre-feet. We believe our LTSCs can be used to help Arizona and the US Bureau of Reclamation meet these obligation.

A shortage on the Colorado River system will be declared by the Secretary of the Interior when on January 1, of any year, Lake Mead's surface water elevation is at or below 1,075 ft. When Lake Mead is at an elevation of 1,075 ft. and at or above 1050 ft., Nevada's share of the shortage is 13,000 acre-feet and Arizona's cut-back to its allocation is 320,000 acre-feet. In contrast, California suffers no loss to their allocation from the Colorado River (2007 Shortage Sharing Guidelines). Because of the continued drought on the Colorado River system, over the past 16 years, a new plan has been developed, the Lower Basin Drought Contingency Plan, known as DCP. This plan, as currently devised, provides for additional water supplies to be held behind Hoover Dam in Lake Mead requiring a reduction in the volume of water from Arizona, Nevada, and California's apportionments. This collective effort is to stave off a drought declaration and/or to reduce its impacts to the Lower Basin States of which the most affected would be Arizona by over 1,000,000 acre-feet through 2026. To date, the states have not yet agreed on a final DCP and, in the absence of an agreement ultimately being reached, it is possible that the Secretary of the Interior will determine the shortage contribution of each state.

The Colorado River system has been determined to suffer from a structural deficit of 1.2 million acre-feet annually. This means that on an average annual water year, Lake Mead will lose 1.2 million acre-feet to the system, due to evaporation, treaty obligations with Mexico and allocations of water to Arizona, Nevada and California that exceeds what the system yields. We continue to believe that Vidler's LTSCs are well positioned to buffer Arizona through times of water shortage and our LTSCs could be purchased by state entities and/or municipalities located in the Phoenix AMA to be used directly or to help sustain levels in Lake Mead.

Discontinued Real Estate Operations and Assets and Liabilities Held-for-Sale

On April 10, 2017, our then majority owned subsidiary, UCP, Inc. ("UCP"), entered into a merger agreement with Century Communities, Inc. ("Century") whereby each outstanding share of UCP common stock outstanding was converted into $5.32 in cash and 0.2309 of a newly issued share of Century common stock. The merger transaction closed on August 4, 2017 and consequently, we deconsolidated UCP as of the closing date. The assets and liabilities of UCP qualified as held-for-sale and its results of operations have been classified as discontinued operations as of the earliest period presented.

See Note 11, *"Discontinued Operations"* for additional information about these transactions.

CRITICAL ACCOUNTING POLICIES, ESTIMATES, AND JUDGEMENTS

This section describes the most important accounting policies affecting our assets and liabilities, and the results of our operations. Since the estimates, assumptions, and judgments involved in the accounting policies described below have the greatest potential impact on our financial statements, we consider these to be our critical accounting policies:

- how we determine the fair value and carrying value of our tangible and intangible water assets, and real estate;
- how and when we recognize revenue when we sell water assets and real estate; and
- how we determine our income tax provision, deferred tax assets and liabilities, and reserves for unrecognized tax benefits, as well as the need for valuation allowances on our deferred tax assets.

We believe that an understanding of these accounting policies will help the reader to analyze and interpret our financial statements.

Our consolidated financial statements, and the accompanying notes, are prepared in accordance with GAAP, which requires us to make estimates, using available data and our judgment, for things such as valuing assets, accruing liabilities, recognizing revenues, and estimating expenses. Due to the uncertainty inherent in these matters, actual results could differ from the estimates we use in applying the critical accounting policies. We base our estimates on historical experience, and various other assumptions, which we believe to be reasonable under the circumstances.

The following are the significant subjective estimates used in preparing our financial statements:

1. Fair value and carrying value of our tangible and intangible water assets and real estate

Our primary long-lived assets include tangible and intangible water assets and real estate. At December 31, 2018, the total carrying value of such assets was $166.2 million, or approximately 92% of our total assets. These assets are carried at cost, less any recorded impairments.

Tangible water assets and real estate

We review our long-lived tangible water assets and real estate as facts and circumstances change, or if there are indications of impairment present, to ensure that the estimated undiscounted future cash flows, excluding interest charges, from the use and eventual disposition of these assets will at least recover their carrying value. Cash flow forecasts are prepared for each discrete asset. We engage in a rigorous process to prepare and review the cash flow models which utilize the most recent information available to us. However, the process inevitably involves the use of significant estimates and assumptions, especially the estimated current and future demand for these assets, the estimated future market values of our assets, the timing of the disposition of these assets, the ongoing cost of maintenance and improvement of the assets, and the current and projected income earned and other uncertain future events. As a result, our estimates are likely to change from period to period. In addition, our estimates may change as unanticipated events transpire which would cause us to reconsider the current and future use of the assets.If we use different assumptions, if our plans change, or if the conditions in future periods differ from our forecasts, our financial condition and results of operations could be materially impacted.

There were no material impairment losses recorded on our tangible water assets or real estate during the years ended December 31, 2018 and 2017.

Intangible water assets

Our intangible water assets are accounted for as indefinite-lived intangible assets. Accordingly, until the asset is sold, they are not amortized, that is, their value is not charged as an expense in our consolidated statement of operations and comprehensive income or loss over time, but the assets are carried at cost and reviewed for impairment, at least annually during the fourth quarter, and more frequently if a specific event occurs or there are changes in circumstances which suggest that the asset may be impaired. Such events or changes may include lawsuits, court decisions, regulatory mandates, and economic conditions, including interest rates, demand for residential and commercial real estate, changes in population, and increases or decreases in prices of similar assets. Once the assets are sold, the value is charged to cost of real estate and water assets sold in our consolidated statement of operations and comprehensive income or loss.

When we calculate the fair value of intangible water assets, we use a discounted cash flow model, under which the future net cash flows from the asset are forecasted and then discounted back to their present value using a weighted average cost of capital approach to determining the appropriate discount rate. Preparing these cash flow models requires us to make significant assumptions about revenues and expenses as well as the specific risks inherent in the assets. If the carrying value exceeds the fair value, an impairment loss is recognized equal to the difference. We conduct extensive reviews utilizing the most recent information available to us; however, the review process inevitably involves the use of significant estimates and assumptions, especially the estimated current asset pricing, potential price escalation, income tax rates, discount rates, absorption rates and timing, and demand for these assets. These models are sensitive to minor changes in any of the input variables.

In summary, the cash flow models for our most significant indefinite-lived intangible assets forecast initial sales to begin within approximately one year, and then increase until the assets are mostly sold over the next four decades. We have assumed sale proceeds for the assets that are based on our estimates of the likely future sales price per acre-foot. These per-unit sale prices are estimated based on the demand and supply fundamentals in the markets which these assets serve. If we use different assumptions, if our plans change, or if the conditions in future periods differ from our forecasts, our financial condition and results of operations could be materially impacted.

There were no material impairment losses recorded on our intangible water assets during the years ended December 31, 2018 and 2017.

2. Revenue recognition

Sale of real estate and water assets

We recognize revenue when there is a legally binding sale contract, the profit is determinable (the collectability of the sales price is reasonably assured, or any amount that will not be collectible can be estimated), the earnings process is virtually complete (we are not obliged to perform significant activities after the sale to earn the profit, meaning we have transferred all risks and rewards to the buyer), and the buyer’s initial and continuing investment are adequate to demonstrate a commitment to pay for the property.

Unless all of these conditions are met, we use the deposit method of accounting. Under the deposit method of accounting, until the conditions to fully recognize a sale are met, payments received from the buyer are recorded as a liability on our balance sheet, and no gain is recognized.

3. Income taxes

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect our best assessment of estimated future taxes to be paid. We are subject to federal and various state income taxes. We have multiple state filing groups with different income tax generating abilities. Significant judgments and estimates are required in determining the consolidated income tax expense.

Deferred income taxes arise from temporary differences between the tax and financial statement recognition of revenue and expense. In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, tax planning strategies and recent financial operating results. We consider many factors when assessing the likelihood of future realization of our deferred tax assets, including recent cumulative earnings experience by taxing jurisdiction, expectations of future transactions, the carryforward periods available to us for tax reporting purposes, our historical use of tax attributes, and availability of tax planning strategies. These assumptions require significant judgment about future events; however, they are consistent with the plans and estimates we use to manage our underlying businesses. In evaluating the objective evidence that historical results provide, we consider three years of cumulative operating income or loss.

As a result of the analysis of all available evidence as of December 31, 2011, we recorded a full valuation allowance on our net deferred tax assets. Our evaluation at December 31, 2018 resulted in the same conclusion and we therefore continue to hold a full valuation allowance on our reported consolidated net deferred tax assets. If our assumptions change and we determine we will be able to realize these attributes, the tax benefits relating to any reversal of the valuation allowance on deferred tax assets at December 31, 2018 will be recognized as a reduction of income tax expense. If our assumptions do not change, each year we could record an additional valuation allowance on any increases in the deferred tax assets.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in a multitude of jurisdictions. Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future. As a result of changes in tax law and rates that became effective for tax years starting on January 1, 2018 (the “Tax Act”), we revalued our deferred tax assets and liabilities using a 21% tax rate for our federal deferred income tax balances. In December 2017, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act (SAB 118), which allowed us to record provisional amounts during a measurement period not to extend beyond one year of the enactment date. As a result, we previously recorded a provisional estimate of the effect of the Tax Act in our financial statements. The resulting decrease in our net deferred tax asset was offset by a reduction in our recorded valuation allowance which resulted in no net effect on our results of operations, cash flows or financial position. In the fourth quarter of 2018, we completed our analysis to determine the effect of the change in tax law and recorded immaterial adjustments as of December 22, 2018.

The accounting guidance for income taxes provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. The guidance also provides information on measurement, de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

We recognize tax liabilities in accordance with accounting guidance on income taxes and we adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which they are determined. Currently, we have no material unrecognized tax benefits on any open tax years.

RESULTS OF OPERATIONS -- YEARS ENDED DECEMBER 31, 2018 AND 2017

Overview of Economic Conditions and Impact on Results of Operations

The economies in the markets in which our major water assets are located and serve, primarily northern Nevada and Arizona, are exhibiting robust growth which we believe will lead to demand for our water assets in those markets. We believe that current trends in employment, housing inventory, home prices, and low interest rates, will have a positive impact on our operating performance. There has been an increase in real estate development activity in the markets where our assets will ultimately be used, and we believe that will lead to increased demand for our intangible and tangible water assets. Individual markets continue to experience varying results, as local home inventories, affordability, and employment factors strongly influence each local market. Deterioration in economic conditions in the markets where we operate, and/or if we fail to generate revenue, incur expenses beyond expectations, or incur operating losses, could cause additional impairment losses on our water assets.

Our revenues and results of operations fluctuate from period to period. For example, we recognize revenue from the sale of water assets when specific transactions close, and as a result, sales of water assets for any individual period are not necessarily indicative of revenues for future periods or the full financial year.

PICO Holdings, Inc. Shareholders' Equity (in thousands):

	December 31,		
	2018	2017	Change
Shareholders' equity	$ 176,624	$ 207,163	$ (30,539)
Shareholders' equity per share	$ 8.52	$ 8.95	$ (0.43)

The primary decrease in shareholders' equity during 2018 was due to the purchase of 2.5 million shares of our common stock for $27.6 million.

Total Assets and Liabilities (in thousands):

	December 31,		
	2018	2017	Change
Total assets	$ 180,211	$ 214,402	$ (34,191)
Total liabilities	$ 3,587	$ 7,239	$ (3,652)

Total assets and liabilities decreased during the year ended December 31, 2018, primarily due to the use of $27.6 million in cash for the purchase our common stock, the distribution of deferred compensation assets and the related reduction of deferred compensation liabilities, and sales of our intangible water assets.

Results of Operations (in thousands):

	Year Ended December 31,		
	2018	2017	Change
Total revenue and other income (loss)	$ 13,051	$ 36,276	$ (23,225)
Total costs and expenses	$ 16,370	$ 25,935	$ (9,565)

Revenue and other income (loss)

The majority of our revenue recorded for the year ended December 31, 2018 was from the sale of approximately 511 acre-feet of water rights from our Carson/Lyon project for $10.3 million and the sale of 76.9 acre-feet of water rights from our Fish Springs Ranch project for $2.7 million.

The majority of our revenue recorded for the year ended December 31, 2017 was from the sale of 102,500 long-term storage credits for $25.9 million. We also reported realized gains on the sale of investments of $8.8 million recognized on the sale of investments from our deferred compensation accounts in conjunction with the distribution of such assets to our former CEO.

Costs and Expenses

Cost of water assets and real estate sold:

During the year ended December 31, 2018 we recorded a total of $5.2 million in cost of real estate and water assets, of which $4.9 million relates to sales of approximately 622 acre-feet of water rights. During the year ended December 31, 2017 we recorded $12.8 million in the cost of real estate and water assets sold related to our sale of 102,500 water credits.

General, Administrative and Other:

During the year ended December 31, 2018 we continued implementing cost saving measures primarily intended to realign our organizational structure due to the changes in roles and workforce. During the year ended December 31, 2018 and 2017 we recorded general and administrative costs of $11 million and $12.4 million, respectively. The decrease in general and administrative costs was primarily due to a year over year decrease of $1.3 million in compensation and bonus expenses and $690,000 in legal expenses. During 2018, we continued to reduce headcount and transitioned to the new corporate office in Carson City, Nevada.

During the year ended December 31, 2018, we recorded an impairment loss of $1.3 million to write down the value of an investment in an unconsolidated affiliate to zero. This impairment loss is recorded within impairment loss on investment in unconsolidated affiliate in the consolidated financial statements. Additionally, we wrote off $1 million in notes and interest receivable from the same unconsolidated affiliate, which is recorded within general, administrative, and other in the consolidated financial statements.

Stock-Based Compensation Expense

Stock-based compensation expense is calculated based on the fair value of the award on the grant date and is recognized over the vesting period of the awards. As of December 31, 2018, there was no unrecognized stock-based compensation expense related to restricted stock units ("RSU") or performance-based price-contingent stock options ("PBO").

The stock-based compensation expense consisted primarily of the following awards (in thousands):

	Year Ended December 31,	
	2018	2017
PBO - Officers	$ —	$ 427
RSU - Officers	199	204
RSU - Directors	223	613
RSU - Management	3	50
Total stock-based compensation expense	$ 425	$ 1,294

Income Taxes

The Tax Cuts and Jobs Act of 2017 (the "Tax Act") enacted on December 22, 2017, resulted in significant changes to the U.S. corporate income tax system. The changes were effective beginning in 2018 and include a federal statutory rate reduction from 35% to 21%, the elimination or reduction of certain domestic deductions and credits and limitations on the deductibility of interest expense and executive compensation as well as limitations on the use of future net operating losses. Changes in tax rates and tax laws are accounted for in the period of enactment and consequently during the year ended December 31, 2017, we recorded a reduction in our net deferred tax asset to reduce the value of each deferred tax attribute to 21% which was offset by a reduction in the recorded valuation allowance resulting in no net effect to the current period income tax provision. In the fourth quarter of 2018, we completed our analysis to determine the effect of the Tax Act and recorded immaterial adjustments as of December 22, 2018. We continued to record a full valuation allowance on our net deferred tax assets. However, we recorded tax expense of $53,000 and $3.1 million during the years ended December 31, 2018 and 2017, respectively resulting in an effective tax rate for the years ended December 31, 2018 and 2017 of 1.6% and 29.8%, respectively. The effective tax rate differed from our federal corporate income tax rate of 21% due primarily to the valuation allowance changes recorded on our net deferred tax assets in 2018 and in 2017, we recorded tax expense due to recognizing realized gains on the sale of certain investments that were included in unrealized gains reported in other comprehensive income in previous periods.

DISCONTINUED OPERATIONS

During the year ended December 31, 2017, results from discontinued operations included income or loss from UCP's operations and the loss recorded on the sale of such operations.

Real Estate:

On April 10, 2017, UCP entered into a merger agreement with Century whereby each outstanding share of UCP common stock was converted into $5.32 in cash and 0.2309 of a newly issued share of Century common stock. The transaction closed on August 4, 2017 and we received $55.3 million in cash and approximately 9% of the then outstanding common stock of Century. The transaction resulted in a loss on sale of $8.7 million, which was recorded during the year ended December 31, 2017. In October 2017, we sold our entire position of Century common stock for $59.2 million and realized a loss on the sale of $842,000.

Agribusiness:

In February 2017, we received the final $6 million that had been held in escrow for general indemnification claims related to the sale of our discontinued agribusiness operations. We guaranteed up to $8 million for any environmental indemnification claims in excess of the $6 million general indemnification escrow pursuant to the terms of the sale. This guaranty will remain in force until July 31, 2020. The guaranty has been recorded at estimated fair value that reflects our expectation that no significant amounts will be paid out under the guaranty. However, any amounts paid by us under the guaranty in excess of this estimate will result in additional loss on the sale.

See Note 11, *"Discontinued Operations"* for additional information about these transactions.

LIQUIDITY AND CAPITAL RESOURCES -- YEARS ENDED DECEMBER 31, 2018 and 2017

A substantial portion of our historical revenue and cash flow has, and is expected in the future, to come from one-time sales of our assets which are primarily long-term water resource development projects that we expect to support economic growth in the local markets where the assets are located. The timing and amount of sales and cash flows depend on a number of factors which are difficult to predict, and cannot be directly compared from one period to another. However, given our cash balances at December 31, 2018, we currently believe that we have sufficient resources to cover our expenses for at least the next 12 months. In the long-term, we estimate that cash from operations will provide us with adequate funding for future operations. However, if additional funding is needed we could defer significant expenditures, obtain a line of credit, or complete a debt or equity offering. Any additional equity offerings may be dilutive to our shareholders and any additional debt offerings may include operating covenants that could restrict our business. We are currently not subject to any debt covenants which might limit our ability to obtain additional financing through debt or equity offerings. We classify the sale of and costs incurred to acquire and develop our water assets as operating activities in our consolidated statement of cash flows.

Our Operations

The majority of our cash inflows for the year ended December 31, 2018 was from $13.6 million in sales of various real estate and water rights assets. This was offset by $10.8 million of cash used for overhead and various project expenses. Additionally, we used $27.6 million in cash to repurchase shares of our common stock during the year ended December 31, 2018.

On October 26, 2017 our board of directors declared a special dividend of $5.00 per share, amounting to approximately $115.9 million. The record date was November 6, 2017, payment was made on November 20, 2017 and the ex-dividend date was November 21, 2017. The entire cash distribution was classified as a return of capital for U.S. federal income tax purposes. Generally, such a cash distribution would reduce the tax basis of a shareholder's common shares; however, if such a distribution is in excess of a shareholder's tax basis, a portion of the distribution may be treated as a capital gain under current tax law.

The majority of our revenue recorded for the year ended December 31, 2017 was from the sale of 102,500 long-term storage credits for $25.9 million. We also reported realized gains on the sale of investments of $8.8 million recognized on the sale of investments from our deferred compensation accounts in conjunction with the distribution of $23.3 million of such assets to our former CEO. We also paid our former CEO $10.4 million in severance benefits, settled certain stock-based compensation, and paid other related severance expenses. See Note 10, *"Related-Party Transactions"* for additional information.

Discontinued Operations

During 2017 we sold our real estate operations and during 2015 we sold our agribusiness operations.

We guaranteed up to $8 million for any indemnification claims related to the agribusiness operations in excess of a $6 million general indemnification escrow pursuant to the terms of a guaranty agreement with the buyer that will remain in force until July 31, 2020.

Consolidated Cash and Securities

We have adequate working capital reserves and generally hold our cash in money market funds. At December 31, 2018 and 2017, we had unrestricted and available cash and securities of $12.6 million and $34.9 million, respectively, which could be used for general corporate purposes.

Cash Flow

Our cash flows from operating, investing, and financing activities were as follows (in thousands):

	Year Ended December 31,	
	2018	2017
Cash provided by (used in):		
Operating activities - continuing operations	$ 3,349	$ (345)
Operating activities - discontinued operations	(313)	(9,728)
Total operating activities	3,036	(10,073)
Investing activities - continuing operations	62	67,908
Investing activities - discontinued operations	—	47,173
Total investing activities	62	115,081
Financing activities - continuing operations	(27,676)	(117,222)
Financing activities - discontinued operations	—	(11,638)
Total financing activities	$ (27,676)	$ (128,860)
Decrease in cash and cash equivalents	$ (24,578)	$ (23,852)

Cash Flows From Operating Activities

During 2018, we generated cash of $3.3 million in our continuing operations. This was primarily derived from $13.6 million in cash receipts from sales of various real estate and water rights assets, which was offset by approximately $10.8 million of cash used for overhead and various project expenses.

During 2017, we used cash of $345,000 in our continuing operations which was derived primarily from the $26.3 million sale of long term storage credits, offset by cash used of $12.2 million for general and administrative expenses and various project costs and $18.3 million for payment of severance benefits and deferred compensation payment of cash related to the termination of our former CEO. Through the closing date of the UCP merger, our discontinued operations used cash of $9.7 million primarily generated from $246 million in sales of residential real estate and lots offset by cash of $216.9 million used for the acquisition and development of real estate, and $37 million for overhead.

Cash Flows From Investing Activities

We had no material cash flows from investing activities during the year ended December 31, 2018.

Our continuing investing activities provided $67.9 million of cash during 2017 primarily from the $59.2 million in cash we received when we sold our investment in Century common stock, and approximately $8.2 million in cash from the sale of various other debt and equity investments out of our deferred compensation plans. During the year we purchased $270 million of U.S. Treasuries, which was offset by related sales and maturities of $198 million and $140 million, respectively. Our discontinued operations generated $47.2 million of net cash during 2017 which was comprised of the $55.3 million received on the sale of UCP less UCP's cash balance as of the date of the sale, and $6 million in cash received from the escrow account for general indemnification claims related to the sale of our discontinued agribusiness operations.

Cash Flows From Financing Activities

During the year ended December 30, 2018, we used $27.6 million in cash to repurchase shares of our common stock. We had no other significant financing activities during the year.

During 2017, we paid a special dividend of $115.9 million. Our discontinued operations received cash of $86.7 million during 2017 provided from draws on its debt arrangements, which was used primarily to fund the acquisition and development of various real estate projects offset by payments of $96.5 million which was used to repay debt when certain real estate properties were sold.

Off-Balance Sheet Arrangements

As of December 31, 2018, we had no off-balance sheet arrangements, other than those discussed throughout this document, that have, or are reasonably likely to have, a material current or future effect on our consolidated financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Our financial statements as of December 31, 2018 and 2017 and for each of the two years in the period ended December 31, 2018, and the Report of the Registered Independent Public Accounting Firm are included in this report as listed in the index.

SELECTED QUARTERLY FINANCIAL DATA

Summarized unaudited quarterly financial data (in thousands, except per share amounts) for 2018 and 2017 are shown below. In management's opinion, the interim financial statements from which the following data has been derived contain all adjustments necessary for a fair presentation of results for such interim periods and are of a normal recurring nature.

	Three Months Ended			
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
Sale of real estate and water assets	$ 247	$ 10,480	$ 230	$ 2,680
Impairment loss on investment in unconsolidated affiliate	—	—	(1,312)	—
Other	97	132	388	109
Total revenue and other income (loss)	$ 344	$ 10,612	$ (694)	$ 2,789
Gross profit - real estate and water assets	$ 28	$ 6,339	$ 132	$ 1,892
Income (loss) from continuing operations	$ (2,862)	$ 4,259	$ (4,669)	$ (100)
Net income from discontinued operations, net of tax	$ —	$ 43	$ —	$ —
Net income (loss) attributable to PICO Holdings, Inc.	$ (2,862)	$ 4,302	$ (4,669)	$ (100)
Net income (loss) per common share – basic and diluted:				
Income (loss) from continuing operations	$ (0.12)	$ 0.19	$ (0.21)	$ (0.01)

	Three Months Ended			
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017[1]
Sale of real estate and water assets	$ 25,097	$ 43	$ 136	$ 1,112
Impairment loss on investment in unconsolidated affiliate	—	—	—	—
Other	1,096	8,591	69	132
Total revenue and other income	$ 26,193	$ 8,634	$ 205	$ 1,244
Gross profit - real estate and water assets	$ 12,565	$ 26	$ 81	$ 500
Income (loss) from continuing operations	$ 9,293	$ 2,803	$ (3,109)	$ (1,728)
Net income (loss) from discontinued operations, net of tax	$ (3,259)	$ 177	$ (3,175)	$ 612
Net income (loss)	$ 6,034	$ 2,980	$ (6,284)	$ (1,116)
Net income (loss) attributable to PICO Holdings, Inc.	$ 4,643	$ 1,575	$ (4,639)	$ (1,116)
Net income (loss) per common share – basic and diluted:				
Income (loss) from continuing operations	$ 0.40	$ 0.12	$ (0.13)	$ (0.07)
Income (loss) from discontinued operations	$ (0.20)	$ (0.05)	$ (0.07)	$ 0.03

[1] During 2017, we sold our real estate segment. As a result of the transaction, the assets and liabilities of our real estate operations qualified as held-for-sale and have been classified as discontinued operations in the accompanying consolidated financial statements as of the earliest period presented. See Note 11, *"Discontinued Operations,"* in the accompanying consolidated financial statements for additional information.

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2018 AND 2017
AND FOR EACH OF THE
TWO YEARS IN THE PERIOD
ENDED DECEMBER 31, 2018

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
PICO Holdings, Inc.
Carson City, Nevada

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of PICO Holdings, Inc. and subsidiaries (the "Company") as of December 31, 2018 and 2017, the related consolidated statements of operations and comprehensive income or loss, shareholders' equity, and cash flows for each of the two years in the period ended December 31, 2018, and the related notes to the financial statements (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 14, 2019, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ DELOITTE & TOUCHE LLP

San Diego, California
March 14, 2019

We have served as the Company's auditors since 1997.

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2018 and 2017
(In thousands)

	2018	2017
Assets		
Cash and cash equivalents	$ 12,550	$ 37,128
Investments ($1,902 measured at fair value at December 31, 2017)	—	3,214
Tangible water assets and real estate, net	44,298	44,675
Intangible assets	121,917	126,785
Other assets	1,446	2,600
Total assets	$ 180,211	$ 214,402
Liabilities and shareholders' equity		
Deferred compensation	$ —	$ 4,112
Other liabilities	3,448	2,431
Accounts payable and accrued expenses	139	696
Total liabilities	3,587	7,239
Commitments and contingencies		
Preferred stock, $0.001 par value; authorized 10,000 shares, none issued		
Common stock, $0.001 par value; authorized 100,000 shares, 20,848 issued and 20,726 outstanding at December 31, 2018, and 23,153 issued and 23,152 outstanding at December 31, 2017	21	23
Additional paid-in capital	353,250	379,388
Accumulated deficit	(175,536)	(172,767)
Accumulated other comprehensive income	—	544
Treasury stock, at cost (common shares: 121 and 1 at December 31, 2018 and December 31, 2017, respectively)	(1,111)	(25)
Total PICO Holdings, Inc. shareholders' equity	176,624	207,163
Total liabilities and equity	$ 180,211	$ 214,402

The accompanying notes are an integral part of the consolidated financial statements.

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME OR LOSS
For the years ended December 31, 2018 and 2017
(In thousands, except per share data)

	2018	2017
Revenues and other income:		
Sale of real estate and water assets	$ 13,637	$ 26,388
Impairment loss on investment in unconsolidated affiliate	(1,312)	—
Other income, net	726	9,888
Total revenues and other income	13,051	36,276
Cost of sales and expenses:		
Cost of water assets and real estate sold	5,246	13,216
General, administrative, and other	11,048	12,414
Depreciation and amortization	76	305
Total costs and expenses	16,370	25,935
Income (loss) from continuing operations before income taxes	(3,319)	10,341
Provision for federal and state income taxes	(53)	(3,082)
Income (loss) from continuing operations	(3,372)	7,259
Income from discontinued operations, net of tax	—	3,053
Income (loss) on sale of discontinued operations, net of tax	43	(8,698)
Net income (loss) from discontinued operations, net of tax	43	(5,645)
Net income (loss)	(3,329)	1,614
Net income attributable to noncontrolling interests	—	(1,150)
Net income (loss) attributable to PICO Holdings, Inc.	$ (3,329)	$ 464

The accompanying notes are an integral part of the consolidated financial statements.

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME OR LOSS, CONTINUED
(In thousands, except per share data)

	2018	2017
Other comprehensive loss:		
Net income (loss)	$ (3,329)	$ 1,614
Other comprehensive loss, net of tax:		
Unrealized loss on securities, net of deferred income tax and reclassification adjustments	(544)	(6,193)
Foreign currency translation	—	76
Total other comprehensive loss, net of tax	(544)	(6,117)
Comprehensive loss	(3,873)	(4,503)
Comprehensive income attributable to noncontrolling interests	—	(1,150)
Comprehensive loss attributable to PICO Holdings, Inc.	$ (3,873)	$ (5,653)
Net income (loss) per common share – basic and diluted:		
Income (loss) from continuing operations	$ (0.15)	$ 0.31
Loss from discontinued operations	—	(0.29)
Net income (loss) per common share – basic and diluted	$ (0.15)	$ 0.02
Weighted average shares outstanding	22,074	23,122

The accompanying notes are an integral part of the consolidated financial statements.

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
For the year ended December 31, 2018
(In thousands)

	Shares of Common Stock Issued	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Shares of Treasury Stock	Treasury Stock, at Cost	Total
Beginning balance, December 31, 2017	23,154	$ 23	$ 379,388	$ (172,767)	$ 544	1	$ (25)	$ 207,163
Stock-based compensation expense			425					425
Exercise of restricted stock units	28							—
Withholding taxes paid on vested restricted stock units			(55)					(55)
Purchases of treasury stock						2,455	(27,621)	(27,621)
Retirement of treasury stock	(2,334)	(2)	(26,508)			(2,334)	26,510	—
Distribution of treasury stock to deferred compensation plan participant						(1)	25	25
Net loss				(3,329)				(3,329)
Reclassification of unrealized gain on investments to accumulated deficit				560	(544)			16
Ending balance, December 31, 2018	20,848	$ 21	$ 353,250	$ (175,536)	$ —	121	$ (1,111)	$ 176,624

The accompanying notes are an integral part of the consolidated financial statements

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
For the year ended December 31, 2017
(In thousands)

	Shares of Common Stock Issued	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Shares of Treasury Stock	Treasury Stock, at Cost	Non-controlling Interest	Total
Beginning balance, December 31, 2016	23,125	$ 23	$495,468	$ (173,231)	$ 6,661	55	$ (927)	$ 99,575	$ 427,569
Stock-based compensation expense			1,872					299	2,171
Exercise of restricted stock units	76								—
Withholding taxes paid on vested restricted stock units			(831)					(121)	(952)
Changes in ownership of noncontrolling interest			(465)					465	—
Distributions to noncontrolling interest								(26)	(26)
Purchases of treasury stock						47	(690)		(690)
Retirement of treasury stock	(47)		(690)			(47)	690		—
Distribution of treasury stock to deferred compensation plan participant (former CEO)			(106)			(54)	902		796
Deconsolidation of noncontrolling interest in conjunction with sale of consolidated subsidiary								(101,342)	(101,342)
Special dividend paid			(115,860)						(115,860)
Net income				464				1,150	1,614
Unrealized gain on investments, net of deferred income tax of $3,483 and reclassification adjustments of $9,781					(6,193)				(6,193)
Foreign currency translation					76				76
Ending balance, December 31, 2017	23,154	$ 23	$379,388	$ (172,767)	$ 544	1	$ (25)	$ —	$ 207,163

The accompanying notes are an integral part of the consolidated financial statements

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the years ended December 31, 2018 and 2017
(In thousands)

	2018	2017
Operating activities:		
Net income (loss)	$ (3,329)	$ 1,614
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Provision for deferred income taxes	—	3,442
Depreciation and amortization expense	76	303
Stock-based compensation expense	425	1,295
Loss (gain) on sale or impairment of investments	1,304	(8,722)
Net (income) loss from discontinued operations, net	(43)	5,645
Gain on sale of property, plant and equipment	—	(165)
Changes in assets and liabilities, net of effects of acquisitions and dispositions:		
Notes and other receivables	1,065	1,619
Real estate, water, and intangible assets	5,246	13,027
Income taxes	—	(275)
Other assets	30	32
Deferred compensation	(2,247)	(7,500)
Accounts payable and accrued expenses	816	(10,714)
Other operating activities, net	6	54
Cash provided by (used in) operating activities - continuing operations	3,349	(345)
Cash used in operating activities - discontinued operations	(313)	(9,728)
Net cash provided by (used in) operating activities	3,036	(10,073)
Investing activities:		
Proceeds from the sale of investments	—	197,848
Proceeds from maturity of investments	80	139,912
Purchases of investments	—	(270,317)
Proceeds from the sale of property, plant and equipment	—	470
Purchases of property, plant and equipment	(18)	(5)
Cash provided by investing activities - continuing operations	62	67,908
Cash provided by investing activities - discontinued operations	—	47,173
Net cash provided by investing activities	62	115,081
Financing activities:		
Special dividend paid	—	(115,860)
Payment of withholding taxes on exercise of restricted stock units	(55)	(672)
Purchases of treasury stock	(27,621)	(690)
Cash used in financing activities - continuing operations	(27,676)	(117,222)
Cash used in financing activities - discontinuing operations	—	(11,638)
Net cash used in financing activities	(27,676)	(128,860)
Net decrease in cash and cash equivalents	(24,578)	(23,852)
Cash and cash equivalents, beginning of year	37,128	60,980
Cash and cash equivalents of continuing operations, end of year	$ 12,550	$ 37,128

PICO HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS, CONTINUED
For the years ended December 31, 2018 and 2017
(In thousands)

	2018	2017
Supplemental disclosure of cash flow information:		
Cash paid (received) during the year for:		
Payment (refund) of federal and state income taxes	$ 53	$ (367)
Non-cash investing and financing activities:		
Issuance of common stock for vested restricted stock units	$ 263	$ 1,824
Fair value of common stock of Century received in the sale of UCP, Inc.		$ 60,044
Distribution of debt and equity securities in satisfaction of deferred compensation liability (including 1,375 and 53,996 shares of treasury stock in 2018 and 2017, respectively)	$ 1,866	$ 15,709

The accompanying notes are an integral part of the consolidated financial statements

PICO HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOOTNOTE INDEX

1. NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Organization and Operations:

PICO Holdings, Inc., together with its subsidiaries (collectively, "PICO" or the "Company"), is a holding company. As of December 31, 2018, the Company has presented its consolidated financial statements and the accompanying notes to the consolidated financial statements using the guidelines prescribed for real estate companies, as the majority of the Company's assets and operations are primarily engaged in real estate and related activities.

The Company's most significant operating subsidiary as of December 31, 2018 was Vidler Water Company, Inc. ("Vidler"), a Nevada corporation. Vidler owns water resources and water storage in the southwestern United States, with assets and operations in Nevada, Arizona, Colorado, and New Mexico. Currently, Vidler is primarily focused on selling its existing water rights and storage credits.

Smaller Reporting Company:

The Company qualifies as a Smaller Reporting Company ("SRC") under the Securities and Exchange Commission ("SEC") definition and therefore certain disclosures that are no longer required have been removed in accordance with the SEC's disclosure requirements for SRCs.

Principles of Consolidation:

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned, majority-owned and controlled subsidiaries, and have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates in Preparation of Financial Statements:

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses for each reporting period. The significant estimates made in the preparation of the Company's consolidated financial statements relate to intangibles, real estate and water assets, deferred income taxes, stock-based compensation, and contingent liabilities. While management believes that the carrying value of such assets and liabilities were appropriate as of December 31, 2018 and December 31, 2017, it is reasonably possible that actual results could differ from the estimates upon which the carrying values were based.

Special Dividend:

In October 2017, the Company declared a special cash dividend of $5.00 per share, which amounted to approximately $115.9 million. The distribution was paid on November 20, 2017, with an ex-dividend date of November 21, 2017.

Tangible Water Assets and Real Estate:

Tangible water assets and real estate include the cost of certain tangible water assets, water storage credits and related storage facilities, real estate, including raw land and improvements. The Company capitalizes pre-acquisition costs, the purchase price of real estate, development costs and other allocated costs, including any interest, during development and construction. Pre-acquisition costs, including non-refundable land deposits, are expensed to cost of sales when the Company determines continuation of the related project is not probable.

Additional costs to develop or otherwise get tangible water and real estate assets ready for their intended use are capitalized. These costs typically include direct construction costs, legal fees, engineering, consulting, direct cost of drilling wells or related construction, and any interest costs capitalized on qualifying assets during the development period. The Company expenses all maintenance and repair costs. The types of costs capitalized are consistent across periods presented. Tangible water assets consist of various water interests in development or awaiting permitting. Amortization of real estate improvements is computed on the straight-line method over the estimated useful lives of the improvements ranging from five to 15 years.

Intangible Water Assets:

Intangible water assets include the costs of indefinite-lived intangible assets and is comprised of water rights and the exclusive right to use two water transportation pipelines. The Company capitalizes development and entitlement costs and other allocated costs, including any interest, during the development period of the assets to tangible water assets and transfers the costs to intangible water assets when water rights are permitted. Water rights consist of various water interests acquired or developed independently or in conjunction with the acquisition of real estate. When the Company purchases intangible water assets that are attached to real estate, an allocation of the total purchase price, including any direct costs of the acquisition, is made at the date of acquisition based on the estimated relative fair values of the water rights and the real estate.

Intangible assets with indefinite useful lives are not amortized but are tested for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that the asset may be impaired, by comparing the fair value of the assets to their carrying amounts. The fair value of the intangible assets is calculated using discounted cash flow models that incorporate a wide range of assumptions including current asset pricing, price escalation, discount rates, absorption rates, timing of sales, and costs. These models are sensitive to minor changes in any of the input variables.

Investments:

At December 31, 2018, the Company had no investments with a carrying value. At December 31, 2017, the Company's investment portfolio was comprised of corporate bonds and equity securities. Corporate bonds were purchased based on the maturity and yield-to-maturity of the bond and an analysis of the fundamental characteristics of the issuer. The Company's investments in equity securities primarily consisted of common stock of publicly traded and private small-capitalization companies in the United States ("U.S."). Such investments were reported at fair value. Investments in private companies are generally held at the lower of cost or fair value, unless the Company has the ability to exercise significant influence. The cost of any equity security sold is determined using an average cost basis and specific identification for bond cost. Sales and purchases of investments are recorded on the trade date.

Other-than-Temporary Impairment:

All of the Company's debt and equity investments are subject to a periodic impairment review. The Company recognizes an impairment loss when a decline in the fair value of its investments below the cost basis is judged to be other-than-temporary.

Factors considered in determining whether a loss is temporary on an equity security includes the length of time and extent to which the investments fair value has been less than the cost basis, the financial condition and near-term prospects of the investee, extent of the loss related to credit of the issuer, the expected cash flows from the security, the Company's intent to sell the security and whether or not the Company will be required to sell the security before the recovery of its cost. If a security is impaired and continues to decline in value, additional impairment losses are recorded in the period of the decline if deemed other-than-temporary. Subsequent recoveries of the value are reported as unrealized gains and are part of other comprehensive income or loss.

Impairment of Long-Lived Assets:

The Company records an impairment loss when the condition exists where the carrying amount of a long-lived asset or asset group is not recoverable. Impairment of long-lived assets is triggered when the estimated future undiscounted cash flows, excluding interest charges, for the lowest level for which there is identifiable cash flows that are independent of the cash flows of other groups of assets do not exceed the carrying amount. The Company prepares and analyzes cash flows at appropriate levels of grouped assets. If the events or circumstances indicate that the remaining balance may be impaired, such impairment will be measured based upon the difference between the carrying amount and the fair value of such assets determined using the estimated future discounted cash flows, excluding interest charges, generated from the use and ultimate disposition of the respective long-lived asset.

Noncontrolling Interests:

The Company reports the share of the results of operations that are attributable to other owners of its consolidated subsidiaries that are less than wholly-owned as noncontrolling interest in the accompanying consolidated financial statements. In the consolidated statement of operations and comprehensive income or loss, the income or loss attributable to the noncontrolling interest is reported separately and the accumulated income or loss attributable to the noncontrolling interest, along with any changes in ownership of the subsidiary, is reported within shareholders' equity.

Cash and Cash Equivalents:

Cash and cash equivalents include short-term, highly liquid instruments, purchased with original maturities of three months or less.

Other Assets:

Other assets include the following significant account balances:

Property, Plant and Equipment, Net:

Property, plant and equipment are carried at cost, net of accumulated depreciation. Depreciation is computed on the straight-line method over the estimated lives of the assets. Buildings and leasehold improvements are depreciated over the shorter of the useful life or lease term and range from 15 to 30 years, office furniture and fixtures are generally depreciated over seven years, and computer equipment is depreciated over three years. Maintenance and repairs are charged to expense as incurred, while significant improvements are capitalized. Gains or losses on the sale of property, plant and equipment are included in other income.

Accounts payable and accrued expenses:

Accounts payable and accrued expenses includes trade payables and accrued construction payables.

Deferred Compensation:

The Company reports the investment returns generated in the deferred compensation accounts in other income with a corresponding expense recognized in general and administrative costs. In July 2017, the Company's board of directors elected to terminate the Company's deferred compensation plans. In accordance with applicable regulations, distribution of the assets and settlement of the deferred compensation obligation was made to the participants in July 2018.

Other Liabilities:

Other liabilities includes primarily employee benefits, unearned revenues, option payments and deposits received.

Revenue Recognition:

Sale of Real Estate and Water Assets:

Revenue recognition on the sale of real estate and water assets conforms with accounting literature related to the sale of real estate, and is recognized in full when there is a legally binding sale contract, the profit is determinable (the collectability of the sales price is reasonably assured, or any amount that will not be collectible can be estimated), the earnings process is virtually complete (the Company is not obligated to perform significant activities after the sale to earn the profit, meaning the Company has transferred all risks and rewards to the buyer). If these conditions are not met, the Company records the cash received as deferred revenue until the conditions to recognize full profit are met.

Other Income, Net:

Included in other income are various transactional results including realized gains and losses from the sale of investments and property, plant and equipment, interest income, sales of oil and gas, and other sources not considered to be the core focus of the existing operating entities within the group.

Cost of Sales:

Cost of Real Estate and Water Assets:

Cost of real estate and water assets sold includes direct costs of the acquisition of the asset less any impairment losses previously recorded against the asset, development costs incurred to get the asset ready for use, and any capitalized interest costs incurred during the development period.

General, Administrative, and Other:

General, administrative, and other costs include salaries and benefits, stock-based compensation, consulting, audit, tax, legal, insurance, property taxes, rent and utilities, and other general operating expenses.

Stock-Based Compensation:

Stock-based compensation expense is measured at the grant date based on the fair values of the awards, calculated using the closing stock price on the date of grant, and is recognized as expense over the period in which the share-based compensation vests using the straight-line method. When an employee restricted stock unit ("RSU") vests, the recipient receives a new share of PICO common stock for each RSU, less the number of shares of common stock equal in value to applicable withholding taxes. When an RSU is forfeited, all previously recognized expense is reversed during the respective forfeiture year and the remaining unamortized expense is canceled.

Accounting for Income Taxes:

The Company's provision for income tax expense includes federal and state income taxes currently payable and those deferred because of temporary differences between the income tax and financial reporting bases of the assets and liabilities. The asset and liability method of accounting for income taxes also requires the Company to reflect the effect of a tax rate change on accumulated deferred income taxes in income in the period in which the change is enacted.

In assessing the realization of deferred income taxes, management considers whether it is more likely than not that any deferred income tax assets will be realized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the period in which temporary differences become deductible. If it is more likely than not that some or all of the deferred income tax assets will not be realized a valuation allowance is recorded. At December 31, 2018, the Company concluded that it is likely that not all of its deferred tax assets will be realized, and accordingly, a valuation allowance was recorded against the deferred tax assets that are not expected to be realized.

The Company recognizes any uncertain income tax positions on income tax returns at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant taxing authority. An uncertain income tax position will not be recognized unless it has a greater than a 50% likelihood of being sustained. The Company recognizes any interest and penalties related to uncertain tax positions in income tax expense.

The Tax Cuts and Jobs Act of 2017 (the “Tax Act”), enacted in December 2017, resulted in significant changes to the U.S. tax law by, among other things, reducing the U.S. federal corporate tax rate from 35% to 21%, elimination or reduction of certain domestic deductions and credits, and limitations on the deductibility of interest expense and executive compensation as well as limitations on the use of future net operating losses. In December 2017, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act (SAB 118), which allowed the Company to record provisional amounts during a measurement period not to extend beyond one year of the enactment date. As a result, the Company previously recorded a provisional estimate of the effect of the Tax Act in its financial statements. In the fourth quarter of 2018, the Company completed its analysis to determine the effect of the Tax Act and recorded immaterial adjustments as of December 22, 2018.

Due to the tax legislation, the Company remeasured its U.S. deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21%. The Company recorded a decrease related to its deferred tax assets and liabilities of $35.6 million with a corresponding adjustment to the valuation allowance for the year ended December 31, 2017. As our deferred tax asset is offset by a full valuation allowance, this change in rates had no impact on our financial position or results of operations.

Loss per Share:

Basic earnings or loss per share was computed by dividing net earnings by the weighted average number of shares outstanding during the period. Diluted earnings or loss per share was computed similarly to basic earnings or loss per share except the weighted average shares outstanding are increased to include additional shares from the assumed exercise of any common stock equivalents using the treasury method, if dilutive. The Company’s free-standing stock appreciation rights (“SAR”), performance-based price-contingent stock options (“PBO”), and RSU are considered common stock equivalents for this purpose. The number of additional shares related to these common stock equivalents is calculated using the treasury stock method.

For the two years ended December 31, 2018, the Company’s common stock equivalents were excluded from the diluted per share calculation because their effect on earnings per share was anti-dilutive.

Recently Issued Accounting Pronouncements:

In February 2016, the Financial Accounting Standards Board (“FASB”) issued guidance which establishes a right-of-use model that requires a lessee to record a right-of-use asset and a lease liability on the balance sheet for all leases with terms longer than twelve months. Leases will be classified as either "finance" or "operating," with classification affecting the pattern of expense recognition in the income statement. This update requires a modified retrospective transition as of the beginning of the earliest comparative period presented in the financial statements. This update is effective for financial statements issued for annual periods and interim periods within those annual periods beginning after December 15, 2018, and early adoption is permitted.

We will adopt the Lease Standard effective January 1, 2019 applying an optional transition method that will allow us to continue to apply the current guidance of ASC 840 in the comparative periods in the year of adoption. We have elected the “package of practical expedients,” which permits us to not reassess prior conclusions about lease identification, lease classification and initial direct costs. We have also made an accounting policy election to not recognize right-of-use assets or lease liabilities for leases with terms of 12 months or less. The most significant impact relates to its accounting for operating leases. The Company has concluded the adoption of ASU 2016-02 will have an immaterial impact on the Company’s consolidated financial statements.

In January 2016, the FASB issued guidance which makes several changes, including the elimination of the available-for-sale classification of equity investments, and requires equity investments with readily determinable fair values to be measured at fair value with changes in fair value recognized in earnings. Effective January 1, 2018, the Company adopted the new guidance and recorded a cumulative effect adjustment to decrease opening retained deficit at January 1, 2018 by $560,000 as required for equity investments recorded at fair value, formerly available-for-sale securities.

In May 2014, the FASB issued guidance regarding revenue from contracts with customers, which provides a consistent revenue accounting model across industries. The Company has reviewed this update and other guidance that was subsequently issued to further clarify the implementation guidance. Under this guidance, revenue is recognized as the transfer of goods and services to customers takes place and in amounts that reflect the payment or payments that are expected to be received from the customers for those goods and services and requires new disclosures about revenue. The Company adopted the guidance effective January 1, 2018 which did not have a material impact on its consolidated financial statements.

2. TANGIBLE WATER ASSETS AND REAL ESTATE, NET

The cost assigned to the various components of tangible water and real estate assets were as follows (in thousands):

	December 31,	
	2018	2017
Tangible water assets	$ 29,622	$ 29,655
Real estate and improvements held and used, net of accumulated amortization of $12,003 at December 31, 2018 and December 31, 2017	9,469	9,469
Other real estate inventories	5,207	5,551
Total tangible water and real estate assets, net	$ 44,298	$ 44,675

The Company's real estate improvements were fully depreciated at December 31, 2016.

3. INTANGIBLE ASSETS

The Company's carrying amounts of its intangible assets were as follows (in thousands):

	December 31,	
	2018	2017
Pipeline rights and water credits at Fish Springs Ranch	$ 83,108	$ 83,897
Pipeline rights and water rights at Carson-Lyon	21,542	25,569
Other	17,267	17,319
Total intangible assets	$ 121,917	$ 126,785

Fish Springs Ranch Pipeline Rights and Water Credits:

There are 13,000 acre-feet per-year of permitted water rights at Fish Springs Ranch. The existing permit allows up to 8,000 acre-feet of water per year to be exported to support the development in the Reno, Nevada area. Under a settlement agreement signed in 2007, the Pyramid Lake Paiute Tribe (the "Tribe") agreed to not oppose any permitting activities for the pumping and export of groundwater in excess of 8,000 acre-feet of water per year, and in exchange, Fish Springs Ranch will pay the Tribe 12% of the gross sales price for each acre-foot of additional water that Fish Springs Ranch sells in excess of 8,000 acre-feet per year, up to 13,000 acre-feet per year. The obligation to expense and pay the 12% fee is due only if and when the Company sells water in excess of 8,000 acre-feet, and accordingly, Fish Springs Ranch will record the liability for such amounts as they become due upon the sale of any such excess water. Currently, Fish Springs Ranch does not have regulatory approval to export any water in excess of 8,000 acre-feet per year from Fish Springs Ranch to support further development in northern Reno, and it is uncertain whether such regulatory approval will be granted in the future.

Impairment Losses:

There were no impairment losses recognized on intangible assets during the years ended December 31, 2018 or December 31, 2017.

4. INVESTMENTS

At December 31, 2018, the Company had no available-for-sale investments. The cost and carrying value of available-for-sale investments at December 31, 2017 were as follows (in thousands):

December 31, 2017	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Carrying Value
Debt securities: corporate bonds	$ 700	$ 6	$ (22)	$ 684
Marketable equity securities	513	710	(5)	1,218
Total	$ 1,213	$ 716	$ (27)	$ 1,902

The amortized cost and carrying value of investments in debt securities, by contractual maturity, are shown below. Actual maturity dates may differ from contractual maturity dates because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties (in thousands):

	December 31, 2017	
	Amortized Cost	Carrying Value
Due in one year or less	$ 225	$ 204
Due after one year through five years	475	480
	$ 700	$ 684

Included in other income, net in the accompanying consolidated financial statements is the net realized gain or loss on investments (in thousands):

	Year Ended December 31,	
	2018	2017
Gross realized gains:		
Debt securities	$ 82	$ 77
Equity securities and other investments	2	9,746
Total gain	84	9,823
Gross realized losses:		
Debt securities	(16)	(87)
Equity securities and other investments [1]	(1,355)	(1,014)
Total loss	(1,371)	(1,101)
Net realized gain (loss)	$ (1,287)	$ 8,722

[1] Included within this caption for the year ended December 31, 2018 is $1.3 million that is reported in a separate line, impairment loss on unconsolidated affiliate, within the Company's consolidated statements of operations and comprehensive income or loss for the year then ended.

Other Investments:

Investment in Spigit Holdings Corporation (formerly Mindjet, Inc):

The Company previously owned a convertible note receivable (which was recorded within other assets in the consolidated financial statements) and common stock and nonvoting preferred stock representing a voting ownership of 19.3% of Spigit Holdings Corporation ("Spigit"). The carrying value of the investment, including the convertible note receivable and associated interest, was approximately $2.3 million at December 31, 2017.

During the year ended December 31, 2018, we recorded an impairment charge of $1.3 million to write down the value of the Company's investment in Spigit to zero. Additionally, the Company wrote off $1 million in notes and interest receivable from Spigit. In December 2018, Spigit was merged with another unrelated company and PICO received no compensation or obtained any ownership in the newly formed company.

5. DISCLOSURES ABOUT FAIR VALUE

Recurring Fair Value Measurements

Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. The following tables set forth the Company's assets and liabilities that were measured at fair value, on a recurring basis, by level within the fair value hierarchy (at December 31, 2018 there were no assets or liabilities measured at fair value). There were no significant transfers between Level 1 and Level 2 during the year ended December 31, 2017. The Company's policy is to recognize transfers between levels at the end of the reporting period.

At December 31, 2017 (in thousands):

	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at December 31, 2017
Assets				
Available-for-sale equity securities [1]	$ 975	$ 244		$ 1,219
Available-for-sale debt securities [1]	$ 683			$ 683
Total	$ 1,658	$ 244	$ —	$ 1,902

[1] Where there are quoted market prices that are readily available in an active market, securities are classified as Level 1 of the valuation hierarchy. Level 1 available-for-sale investments are valued using quoted market prices multiplied by the number of shares owned and debt securities are valued using a market quote in an active market. All Level 2 available-for-sale securities are one class because they all contain similar risks and are valued using market prices and include securities where the markets are not active, that is where there are few transactions, or the prices are not current or the prices vary considerably over time. Inputs include directly or indirectly observable inputs such as quoted prices. Level 3 available-for-sale securities would include securities where valuation is based on unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Non-Recurring Fair Value Measurements

Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset.

The following table sets forth the Company's non-financial assets that were measured at fair value, on a non-recurring basis, by level within the fair value hierarchy during the year ended December 31, 2018 (in thousands):

Asset Description	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Loss
Investment in unconsolidated affiliate [1]			$ —	$ 1,312

[1] The Company recorded an impairment loss of $1.3 million to write down the value of its investment in Spigit to fair value, which was zero. The fair value approach relied primarily on Level 3 unobservable inputs including potential offers to purchase the entity. The inputs were based upon assumptions believed to be reasonable, but which by their nature are uncertain and unpredictable. Spigit was subsequently merged with another entity as described in note 4, *"Investments."*

There were no non-financial assets that were measured at fair value, on a non-recurring basis, during the year ended December 31, 2017.

Estimated Fair Value of Financial Instruments Not Carried at Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The level within the fair value hierarchy in which the fair value measurements are classified include measurements using quoted prices in active markets for identical assets or liabilities (Level 1), quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active (Level 2), and significant valuation assumptions that are not readily observable in the market (Level 3).

As of December 31, 2018 and 2017, the fair values of cash and cash equivalents, accounts payable, and accounts receivable approximated their carrying values because of the short-term nature of these assets or liabilities.

6. COMMITMENTS AND CONTINGENCIES

The Company leases some of its offices under non-cancelable operating leases that expire at various dates through 2020. Rent expense for the years ended December 31, 2018 and 2017 for office space was $354,000 and $388,000, respectively.

Future minimum payments under all operating leases were as follows (in thousands):

Year ended December 31,		
2019	$	356
2020		166
Thereafter		—
Total	$	522

Neither PICO nor its subsidiaries are parties to any potentially material pending legal proceedings.

The Company is subject to various litigation matters that arise in the ordinary course of its business. Because litigation is inherently unpredictable and unfavorable resolutions could occur, assessing contingencies is highly subjective and requires judgments about future events. When evaluating contingencies, the Company may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matters. In addition, damage amounts claimed in litigation against the Company may be unsupported, exaggerated or unrelated to possible outcomes, and as such are not meaningful indicators of the Company's potential liability. The Company regularly reviews contingencies to determine the adequacy of accruals and related disclosures. The amount of ultimate loss may differ from these estimates, and it is possible that the Company's consolidated financial statements could be materially affected in any particular period by the unfavorable resolution of one or more of these contingencies.

Whether any losses finally determined in any claim, action, investigation or proceeding could reasonably have a material effect on the Company's business, financial condition, results of operations or cash flows will depend on a number of variables, including: the timing and amount of such losses; the structure and type of any remedies; the significance of the impact any such losses, damages or remedies may have on the consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors.

7. STOCK-BASED COMPENSATION

At December 31, 2018, the Company had one stock-based payment arrangement outstanding, the PICO Holdings, Inc. 2014 Equity Incentive Plan (the "2014 Plan").

The 2014 Plan provides for the issuance of up to 3.3 million shares of common stock in the form of performance-based price-contingent stock options ("PBO"), restricted stock unit ("RSU"), stock-settled stock appreciation rights ("SAR"), non-statutory stock options, restricted stock awards ("RSA"), performance shares, performance units, deferred compensation awards, and other stock-based awards to employees, directors, and consultants of the Company (or any present or future parent or subsidiary corporation or other affiliated entity of the Company). The 2014 Plan allows for broker assisted cashless exercises and net-settlement of income taxes and employee withholding taxes. Upon exercise of a PBO, RSU, and SAR, the employee will receive newly issued shares of PICO common stock with a fair value equal to the in-the-money value of the award, less applicable federal, state and local withholding and income taxes (however, the holder can elect to pay withholding taxes in cash).

The Company recorded total stock based compensation expense of $425,000 and $1.3 million during the years ended December 31, 2018 and 2017, respectively.

Performance-Based Options (PBO):

At various times, the Company has awarded PBO to various members of management. All of the PBO issued contain a market condition based on the achievement of a stock price target during the contractual term and vest monthly over a three year period. The vested portion of the options may be exercised only if the 30-trading-day average closing sales price of the Company's common stock equals or exceeds 125% of the grant date stock price. The stock price contingency may be met any time before the options expire and it only needs to be met once for the PBO to remain exercisable for the remainder of the term. Compensation expense is amortized on a straight-line basis over the requisite service period for the entire award, which is the vesting period of the award. However, any unrecognized compensation expense for unvested awards can be accelerated if the vesting period is modified.

The estimated fair value of the Company's PBO was determined using a Monte Carlo model, which incorporated the following assumptions:

		2014 10-Year Option
Grant date		11/14/2014
Expiration date		11/14/2024
Grant date stock price	$	19.51
Historical volatility		35.00%
Risk-free rate (annualized)		2.38%
Dividend yield (annualized)		—%
PBO granted		167,619
Weighted average grant date fair value	$	6.51
Fair value of award on grant date	$	1,475,705

The determination of the fair value of PBO using an option valuation model is affected by the Company's stock price, as well as assumptions regarding a number of complex and subjective variables. The volatility is calculated through an analysis based on historical daily returns of PICO's stock over a look-back period equal to the PBO contractual term. The risk-free interest rate assumption is based upon a risk-neutral framework using the 10-year zero-coupon risk-free interest rates derived from the treasury constant maturities yield curve on the grant date, for the 10-year PBO award. The dividend yield assumption was based on the expectation of no future dividend payouts by the Company.

A summary of PBO activity was as follows:

	Performance-Based Options		Weighted-Average Exercise Price Per Share
Outstanding at December 31, 2016	453,333	$	19.51
Granted	—		
Forfeited	(285,714)	$	19.51
Outstanding at December 31,2017	167,619	$	14.51
Granted	—		
Forfeited	—		
Outstanding at December 31, 2018	167,619	$	14.51

On January 8, 2017, 285,714 PBO expired and were canceled in conjunction with the termination of the Company's former CEO. The remaining 167,619 PBO outstanding are exercisable for up to 10 years from the grant date.

	Performance-Based Options	Weighted-Average Exercise Price Per Share	Weighted-Average Contractual Term Remaining (Years)	Aggregate Intrinsic Value
Vested at December 31, 2016	402,117	$ 19.51	4.5	$ —
Vested	51,216			
Forfeited	(285,714)			
Vested at December 31, 2017 (1)	167,619	$ 14.51	6.9	$ —
Vested	—			
Forfeited	—			
Vested at December 31, 2018	167,619	$ 14.51	5.9	$ —

(1) In November 2017, the exercise price per share of the PBO was reduced to reflect the special dividend paid to shareholders.

As of December 31, 2018 and December 31, 2017, there were no PBO exercisable as the market condition had not been met. The was no unrecognized compensation cost related to unvested PBO at December 31, 2018 and at December 31, 2017.

Restricted Stock Units (RSU):

RSU awards the recipient, who must be continuously employed by the Company until the vesting date, unless the employment contracts stipulate otherwise, the right to receive one share of the Company's common stock. RSU issued to management do not vote and are not entitled to receive dividends, however the RSU issued to the Company's director's are entitled to dividends.

A summary of RSU activity was as follows:

	RSU Shares	Weighted-Average Grant Date Fair Value Per Share
Outstanding and unvested at December 31, 2016	48,232	$ 14.85
Granted	54,186	$ 15.01
Vested	(71,944)	$ 14.58
Forfeited	(19,999)	$ 13.82
Outstanding and unvested at December 31, 2017	10,475	$ 19.51
Granted	19,716	$ 12.59
Vested	(30,191)	$ 14.99
Forfeited	—	$ —
Outstanding and unvested at December 31, 2018	—	$ —

There was no unrecognized compensation cost related to unvested RSU for the year ended December 31, 2018, and for the year ended December 31, 2017, the unrecognized cost was was $178,000.

Stock-Settled Stock Appreciation Rights (SAR):

The 466,470 previously outstanding SAR with an exercise price of $42.71 expired during the year ended December 31, 2017. Consequently, there are no such awards outstanding.

8. FEDERAL AND STATE CURRENT AND DEFERRED INCOME TAX

As a result of the Tax Act, the Company remeasured its net deferred tax assets and corresponding valuation allowance using a federal rate of 21% during the year ended December 31, 2018, which resulted in no net impact to the income tax provision. The Company and its subsidiaries file a consolidated federal income tax return. Companies that are less than 80% owned corporations, or entities that are treated as partnerships for federal income tax purposes, file separate federal income tax returns. All of the Company's pre-tax loss from continuing operations in each of the two years ended December 31, 2018 and 2017 was generated in the U.S. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

The Company's income tax (provision) benefit for federal and state income taxes consisted of the following (in thousands):

	Year Ended December 31,	
	2018	2017
Current tax (provision) benefit	$ (53)	$ 360
Deferred tax provision	—	(3,442)
Total income tax provision	$ (53)	$ (3,082)

The difference between income taxes provided at the Company's federal statutory rate and effective tax rate was as follows (in thousands):

	Year Ended December 31,	
	2018	2017
Federal income tax (provision) benefit at statutory rate	$ 697	$ (3,620)
Change in valuation allowance	529	36,055
Impact of U.S. tax reform	—	(35,570)
State taxes, net of federal benefit	—	319
Expired credits	(1,056)	—
Other	(223)	(266)
Total income tax provision	$ (53)	$ (3,082)

The significant components of deferred income tax assets and liabilities were as follows (in thousands):

	December 31,	
	2018	2017
Deferred tax assets:		
Net operating losses, capital losses, and tax credit carryforwards	$ 64,378	$ 55,852
Deferred compensation	—	1,212
Impairment loss on securities	—	36
Impairment loss on water assets	10,313	10,791
Employee benefits, including stock-based compensation	928	745
Excess tax basis in affiliate	496	5,743
Fixed assets	798	811
Other, net	772	1,011
Total deferred tax assets	77,685	76,201
Deferred tax liabilities:		
Unrealized appreciation on securities	—	122
Revaluation of real estate and water assets	3,145	3,251
Other, net	503	520
Total deferred tax liabilities	3,648	3,893
Valuation allowance	(74,037)	(72,308)
Net deferred income tax asset	$ —	$ —

Deferred tax assets and liabilities and federal income tax expense in future years can be significantly affected by changes in circumstances that would influence management's conclusions as to the ultimate realization of deferred tax assets. Valuation allowances are established and maintained for deferred tax assets on a "more likely than not" threshold. At December 31, 2011, the Company considered it more likely than not that the deferred tax assets would not be realized and a full valuation allowance was provided. At December 31, 2018, after evaluating the positive and negative evidence, management concluded to maintain a full valuation allowance against its deferred tax assets. The Company has considered the following possible sources of taxable income when assessing the realization of the deferred tax assets: (1) future reversals of existing taxable temporary differences; (2) taxable income in prior carryback years; (3) tax planning strategies; and (4) future taxable income exclusive of reversing temporary differences and carryforwards. Reliance on future U.S. taxable income as an indicator that a valuation allowance is not required is difficult when there is negative evidence such as the Company's cumulative losses in recent years. In considering the evidence as to whether a valuation allowance is needed, the existence, magnitude and duration of such cumulative losses are factors that are accorded significant weight in the Company's assessment. As a result, a determination was made that there was not sufficient positive evidence to enable the Company to conclude that it was "more likely than not" that certain of these deferred tax assets would be realized. Therefore, the Company has provided a full valuation allowance against the Company's net deferred tax assets balances as discussed above. This assessment will continue to be undertaken in the future. The Company's results of operations may be impacted in the future by the Company's inability to realize a tax benefit for future tax losses or for items that will generate additional deferred tax assets.

The Company's results of operations might be favorably impacted in the future by reversals of valuation allowances if the Company is able to demonstrate sufficient positive evidence that the Company's deferred tax assets will be realized.

The Company had operating loss carryforwards, federal tax credit carryforwards, and state capital loss carryforwards as of December 31, 2018, that will expire if not utilized. The following table summarizes such carryforwards and their expiration as follows (in thousands):

	Federal Net Operating Losses	Federal Tax Credits	State Net Operating Losses	State and Federal Capital Losses
Expire 2019	$ —	$ 355	$ 3,888	$ —
Expire 2020 through 2025	—	2,121	16,327	85,131
Expire 2026 through 2030	—	13	15,804	—
Expire 2031 through 2037	170,101	4,563	118,307	—
Total	$ 170,101	$ 7,052	$ 154,326	$ 85,131

Utilization of the Company's U.S. federal and certain state net operating loss and tax credit carryovers may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. Such an annual limitation could result in the expiration of the net operating loss carryforwards before utilization. As of December 31, 2018, the Company believes that utilization of its federal net operating losses and federal tax credits are not limited under any ownership change limitations provided under the Internal Revenue Code. The tax benefit preservation plan adopted by the Company provides protections to preserve the Company's ability to utilize its net operating loss carryforwards as a result of certain stock ownership changes in the future.

The Company is subject to taxation in the U.S. and various state jurisdictions. As of December 31, 2018, the Company's statute is open from 2015 and 2014 forward for federal and for state tax purposes, respectively.

9. ACCUMULATED OTHER COMPREHENSIVE INCOME

There was no accumulated other comprehensive income at December 31, 2018. In 2017, the components of accumulated other comprehensive income was as follows (in thousands):

	2017
Net unrealized gain on available-for-sale investments [1]	$ 544
Foreign currency translation	—
Accumulated other comprehensive income	$ 544

[1] The unrealized gain on available-for-sale investments is net of a deferred income tax liability of $145,000 at December 31, 2017.

The following table reports amounts that were reclassified from accumulated other comprehensive income and included in earnings (in thousands):

	Year Ended December 31,	
	2018	2017
Accumulated other comprehensive income - January 1	$ 544	$ 6,661
Unrealized gain reclassified and recognized in net loss, net of tax[1]	(544)	(6,358)
Foreign exchange reclassified and recognized in net loss, net of tax[1]	—	2
Total reclassified and recognized in net loss, net of tax	(544)	(6,356)
Unrealized gain on marketable securities, net of tax	—	164
Accumulated currency, net of tax	—	75
Net change in other comprehensive income, net of tax	(544)	(6,117)
Accumulated other comprehensive income - December 31	$ —	$ 544

[1] Amounts reclassified from this category are included in other income in the consolidated statement of operations and comprehensive income or loss.

10. RELATED-PARTY TRANSACTIONS

Deferred Compensation

In July 2017, the Company's Board of Directors terminated the Company's deferred compensation plans. In accordance with applicable regulations, distribution of the remaining assets and settlement of the deferred compensation obligation was made in July 2018.

In connection with the termination of the Company's former CEO in 2016, assets valued at $23.3 million were distributed from the trust accounts during 2017.

Employment Agreements:

In connection with the appointment of Ms. Timian-Palmer as the Company's President and Chief Executive Officer and the appointment of Mr. Webb as the Company's Executive Chairman, the Company entered into an Employment Agreement with Ms. Timian-Palmer (the "Palmer Employment Agreement") and an Amended and Restated Employment Agreement with Mr. Webb (the "Webb Employment Agreement", and together with the Palmer Employment Agreement, the "Employment Agreements"), each of which became effective on August 6, 2018. The Webb Employment Agreement supersedes the Employment Agreement entered into by and between Mr. Webb and the Company, dated January 1, 2017.

Pursuant to the terms of the Employment Agreements, Ms. Timian-Palmer will earn an annual base salary of $389,000 and Mr. Webb will earn an annual base salary of $210,800. Mr. Webb will accrue no amounts for paid vacation or personal time off during the term of the Webb Employment Agreement.

While Ms. Timian-Palmer and Mr. Webb will be employed on an at-will basis, the Employment Agreements provide that in the event that Ms. Timian-Palmer's or Mr. Webb's employment with the Company is terminated by the Company without cause or Ms. Timian-Palmer or Mr. Webb resigns for good reason, the Company will provide to such terminated individual, contingent upon a general release of claims against the Company, (i) with respect to Ms. Timian-Palmer, a lump-sum payment equal to Ms. Timian-Palmer's then-current base salary for a period equal to 36 months, and with respect to Mr. Webb, a lump-sum payment equal to 24 months of Mr. Webb's base salary as in effect immediately prior to his appointment as Executive Chairman, (ii) a bonus, if any, pursuant to the Amended Bonus Plan (as defined below), in an amount determined by the Compensation Committee pursuant to the terms of the Amended Bonus Plan and as described more fully below, (iii) payment of the cost of COBRA coverage for such individual and his or her dependents through the earlier of a period of one year or the date such individual becomes eligible for health coverage from another employer, and (iv) full acceleration of the vesting of all outstanding equity awards held by such individual.

Executive Bonus Plan:

On August 2, 2018, the Company adopted an Amended and Restated Executive Bonus Plan (the "Amended Bonus Plan") to provide for the payment of bonuses to Ms. Timian-Palmer and Mr. Webb (collectively, the "Plan Participants"). The Amended Bonus Plan, which has a term of five years from January 1, 2018 through December 31, 2022, amends, restates and supersedes the Company's Executive Bonus Plan adopted on December 14, 2016 (the "Prior Bonus Plan").

Pursuant to the terms of the Amended Bonus Plan, a pool of funds will be created for distribution on a yearly basis (the "Bonus Pool"). The first step in calculating the Bonus Pool is to calculate the total revenues and other income of the Company during the year (other than any revenues or other income attributed to the Company's investments in Synthonics, Inc. and Mindjet Inc. and the Company's deferred compensation plans (the "Excluded Assets")) minus (a) the gross invested capital for each asset of the Company (other than an Excluded Asset) that was sold or otherwise disposed of during such year, defined as the book value of such asset as of the date of the sale (or other disposition) of such asset, as determined in accordance with U.S. GAAP and reflected in the Company's financial records as of such date, plus any impairment or depreciation charges taken by the Company with respect to such asset on or prior to such date; (b) an amount equal to the aggregate of the gross invested capital for each relevant asset as determined pursuant to the immediately preceding clause (a), multiplied by the amount of years (including any partial year) elapsed between January 1, 2018 and the date of the sale or other disposal of such asset, multiplied by 5%; and (c) administrative expenses specified in the Amended Bonus Plan (such resulting amount, the "Total Net Gain"). For assets sold (or otherwise disposed of) entirely or partially for non-cash consideration by the Company, the calculation of Total Net Gain with respect to the non-cash consideration will instead be made in the year in which the non-cash consideration is ultimately sold (or otherwise disposed of) for cash by the Company.

The second step in calculating the Bonus Pool is to multiply the Total Net Gain by the “Adjustment Factor”, which is the greater of (i) a fraction, the numerator of which is the total amount of cash distributed (or committed to be distributed) to the Company’s shareholders with respect to all such assets sold (or otherwise disposed of) during the year, and the denominator of which is the total amount of cash received (after payment of all selling costs, including bankers’ fees and commissions) for which all such assets were sold (or otherwise disposed of) during the year, or (ii) such percentage (not to exceed 100%) as the Compensation Committee of the Board of Directors (the “Compensation Committee”) determines in its sole discretion to utilize as the Adjustment Factor. The amount that results from multiplying the Total Net Gain by the Adjustment Factor is the “Adjusted Net Gain.”

The final step in calculating the Bonus Pool is to multiply the Adjusted Net Gain by 8.75%, which results in the actual Bonus Pool. The Bonus Pool will be allocated 55% to Ms. Timian-Palmer and 45% to Mr. Webb. Each Plan Participant will be entitled to his or her allocated portion of the Bonus Pool for the year if he or she is employed by the Company on the last day of the year. Any bonus paid pursuant to the Amended Bonus Plan will be paid 50% in the form of cash and 50% in the form of a RSU award, except that if a Plan Participant incurs a separation from service prior to the date that such RSU awards are scheduled to be granted, such bonus will be paid entirely in the form of cash. Such RSU awards shall be granted pursuant to the terms of the 2014 Plan, will be fully vested on the date of grant, and the number of RSUs subject to such award will be equal to (x) the dollar value of 50% of the total amount of such bonus, divided by (y) the average of the daily volume weighted average prices (the “VWAP”) of the Company’s common stock for all of the trading days during the 30 calendar day period ending on (and including) the last trading day immediately prior to the grant date of such award, rounded down to the nearest whole share. The issuance of any shares pursuant to such RSU awards will occur on the earlier of (i) the third anniversary of the date of grant of such RSU award, (ii) a Plan Participant’s separation from service or (iii) a change of control.

In the event that any Plan Participant’s employment with the Company is terminated in certain circumstances as provided in a written agreement between the Company and such Plan Participant, as applicable, such terminated individual will be entitled to payment of an amount under the Amended Bonus Plan for a portion of the year in which such termination occurs. In order to calculate such amount, the Compensation Committee will first determine the Total Net Gain for the portion of the year prior to such individual’s termination (which Total Net Gain will be determined in the same manner as described above based on the actual revenues or other income of the Company (including sales or other dispositions of assets) during such partial year period; provided, however, that the amount of administrative expenses for such portion of the year will be prorated based on the Compensation Committee’s estimate of the total amount of administrative expenses for such year) (such amount, the “Pro Rata Net Gain”). Second, the Pro Rata Net Gain is multiplied by an adjustment factor which is the greater of (i) a fraction, the numerator of which is the amount of cash distributed (or committed to be distributed) to the Company’s shareholders in connection with the Company’s sale (or other disposition) of assets during such portion of the year, and the denominator of which is the total amount of cash received for which all assets were sold (or otherwise disposed of) during such portion of the year, or (ii) such percentage (not to exceed 100%) as the Compensation Committee determines in its sole discretion to utilize as the Adjustment Factor. The resulting amount is multiplied by 8.75% to arrive at the “Termination Bonus Pool.” In the event that any Plan Participant is entitled to payment of an amount under the Amended Bonus Plan for the portion of the year in which such individual’s termination occurs, such amount will be paid in the form of cash and will be equal to a percentage of the Termination Bonus Pool corresponding to such individual’s allocated percentage of the Bonus Pool.

There was no compensation earned under the Amended Bonus Plan for the year ended December 31, 2018.

Incentive Compensation

Certain officers of Vidler are eligible to receive an annual incentive award based on the combined net income, after certain adjustments, of Vidler. The compensation earned and accrued under this plan during the year ended December 31, 2018 and December 31, 2017 was $100,000 and $414,000, respectively.

Severance Compensation

In connection with the execution of a transition agreement with the Company’s current Chief Financial Officer, $748,000 of severance benefits were accrued during the year ended December 31, 2018.

Sale of Oil and Gas Assets

In conjunction with exiting our residual oil and gas operations, during 2017, the Company sold the majority of the remaining oil and gas lease assets to the service agent the Company had contracted with to operate and manage such oil and gas operations. The Company received book value for the majority of the assets sold resulting in no significant gain or loss on the transaction. The Company sold the legal business entities that were created to operate the oil and gas operations to its service agent. The Company incurred $150,000 of disposal related expenses for the final sale.

11. DISCONTINUED OPERATIONS

The Company's real estate segment qualified as held-for-sale at December 31, 2017 and has been classified as discontinued operations in the accompanying consolidated financial statements as of the earliest period presented.

During 2017, UCP entered into a merger agreement with Century whereby each outstanding share of UCP common stock was converted into $5.32 in cash and 0.2309 of a newly issued share of Century common stock representing 9% of Century's common stock then outstanding. The transaction closed on August 4, 2017 and as a result the Company deconsolidated UCP as of the closing date. In October 2017, the Company sold its entire position of Century common stock for $59.2 million and recorded a realized loss of $842,000.

During 2015, the Company sold substantially all of the assets used in its agribusiness segment. The Company has guaranteed up to $8 million for any indemnification claims and will remain in force until July 31, 2020. The guaranty has been recorded at estimated fair value that reflects the Company's expectation that no significant amounts will be paid out under the guaranty. However, any amounts paid by the Company in excess of the estimate will result in additional loss on the sale.

The following table presents the details of the Company's results from discontinued operations included in the consolidated statement of operations and comprehensive income or loss (in thousands):

	2018	2017
Revenue and other income:		
Sale of real estate	$ —	$ 247,213
Sale of canola oil and meal	—	—
Other	—	506
Total revenue and other income	—	247,719
Cost of goods sold:		
Cost of real estate sold	—	200,789
Cost of canola oil and meal sold		
Total cost of goods sold	—	200,789
Impairment loss on intangible and long-lived assets	—	102
Interest	—	—
Selling expenses	—	13,784
General, administrative and other	—	29,631
Total expenses	—	244,306
Income (loss) from discontinued operations	—	3,413
Benefit (provision) for federal and state income taxes		(360)
Gain (loss) on sale of discontinued operations, net of tax	43	(8,698)
Net income (loss) from discontinued operations, net of tax	43	(5,645)
Net loss from discontinued operations attributable to noncontrolling interests	—	(1,150)
Net income (loss) from discontinued operations attributable to PICO Holdings, Inc.	$ 43	$ (6,795)

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures.

The Company maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act) designed to provide reasonable assurance that the information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms.

These include controls and procedures designed to ensure that this information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Management, with the participation of the Chief Executive and Chief Financial Officers, evaluated the effectiveness of the Company's disclosure controls and procedures as of December 31, 2018. Based on this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of December 31, 2018.

Management's Annual Report on Internal Control over Financial Reporting.

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes of accounting principles generally accepted in the United States and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company's assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives.

Management, with the participation of the Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework (2013). Based on this assessment, management, with the participation of the Chief Executive Officer and Chief Financial Officer, concluded that, as of December 31, 2018, the Company's internal control over financial reporting was effective based on the COSO criteria (2013).

Deloitte & Touche LLP, the independent registered public accounting firm who audited the Company's consolidated financial statements included in this Form 10-K, has issued an attestation report on the Company's internal control over financial reporting, which is included herein.

Changes in Internal Control over Financial Reporting.

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the quarter ended December 31, 2018, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
PICO Holdings, Inc.
Carson City, Nevada

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of PICO Holdings, Inc. and subsidiaries (the “Company”) as of December 31, 2018, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control - Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and financial statement schedule as of and for the year ended December 31, 2018 of the Company and our report dated March 14, 2019, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

San Diego, California
March 14, 2019

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item regarding directors will be set forth in the section headed “Election of Directors” in our definitive proxy statement with respect to our 2019 annual meeting of shareholders (the “2019 proxy statement”), to be filed on or before April 30, 2019 and is incorporated herein by reference. The information required by this item regarding the Company’s code of ethics will be set forth in the section headed “Code Of Ethics” in the 2019 proxy statement and is incorporated herein by reference. Information regarding executive officers is set forth in Item 1 of Part 1 of this Report under the caption “Executive Officers.” Other information required by this item will be set forth in the sections headed “Corporate Governance” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the 2019 proxy statement and is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be set forth in the section headed “Executive Compensation and Related Information” in the 2019 proxy statement and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT, AND RELATED STOCKHOLDER MATTERS

The information required by this item will be set forth in the sections headed “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” in the 2019 proxy statement and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item will be set forth in the section headed “Certain Relationships and Related Persons Transactions” and “Compensation Committee, Interlocks and Insider Participation” in the 2019 proxy statement and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item will be set forth in the sections headed “Independent Registered Public Accounting Firm Fees” and “Audit Committee Pre-Approval Policy” in the 2019 proxy statement and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) FINANCIAL SCHEDULES AND EXHIBITS

1. Exhibits

Exhibit Number	Description
3.1	Certificate of Incorporation of PICO Holdings, Inc. (2)
3.2	Bylaws of PICO Holdings, Inc. (2)
3.3	Certificate of Designation of Series A Junior Participating Preferred Stock of PICO Holdings, Inc. (3)
4.1	Section 382 Rights Agreement, dated as of July 24, 2017, by and between PICO Holdings, Inc. and Computershare Trust Company N.A. (3)
4.2	PICO Holdings, Inc. Stock Certificate. (4)
10.1	Guaranty, dated July 31, 2015, between PICO Holdings, Inc. and CHS Hallock, LLC. (6)
10.2†	PICO Holdings, Inc. 2014 Equity Incentive Plan, Stock Option Grant Notice, Stock Option Award Agreement, Stock Option Notice of Exercise, Restricted Stock Unit Grant Notice, Restricted Stock Unit Award Agreement, and Restricted Stock Deferral Election Form. (7)
10.3†	Transition Agreement by and between PICO Holdings, Inc. and John T. Perri, dated August 6, 2018, as amended.
10.4†	Infrastructure Dedication Agreement between Fish Springs Ranch, LLC, and Washoe County, Nevada dated October 16, 2007. (10)
10.5†	Employment Agreement, dated August 8, 2018, by and between PICO Holdings, Inc. and Maxim C.W. Webb. (1)
10.6†	Employment Agreement, dated December 14, 2016, by and between PICO Holdings, Inc. and John T. Perri. (9)
10.7†	Employment Agreement, dated August 8, 2018, by and between PICO Holdings, Inc. and Dorothy Timian-Palmer. (1)
10.8†	PICO Holdings, Inc. Amended and Restated Executive Bonus Plan. (1)
10.9†	PICO Holdings, Inc. Amended and Restated Nonemployee Director Compensation Policy (8)
10.10	Form of Indemnity Agreement with directors and executive officers of PICO Holdings, Inc. and each of its subsidiaries. (4)
10.11†	Directorship Letter Agreement with Eric Speron dated December 18, 2015. (11)
21.1	Subsidiaries of PICO Holdings, Inc.
23.1	Consent of Independent Registered Public Accounting Firm - Deloitte & Touche LLP.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

†	Indicates compensatory plan, contract or arrangement in which directors or executive officers may participate.
(1)	Incorporated by reference to Form 8-K filed with the SEC on August 8, 2018.
(2)	Incorporated by reference to Form 8-K filed with the SEC on June 1, 2017.

Exhibit Number	Description
(3)	Incorporated by reference to Form 8-A filed with the SEC on July 24, 2017.
(4)	Incorporated by reference to Form 10-Q filed with the SEC on August 9, 2017.
(5)	Incorporate by reference to Form 8-K filed with the SEC on October 2, 2017.
(6)	Incorporated by reference to Form 8-K filed with the SEC on August 6, 2015.
(7)	Incorporated by reference to the Quarterly Report on Form 10-Q filed with the SEC on November 10, 2014.
(8)	Incorporated by reference to the Annual Report on Form 10-K filed with the SEC on March 3, 2017.
(9)	Incorporated by reference to Form 8-K filed with the SEC on December 15, 2016.
(10)	Incorporated by reference to the Quarterly Report on Form 10-Q filed with the SEC on November 7, 2007.
(11)	Incorporated by reference to Form 8-K filed with the SEC on December 22, 2015.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: March 14, 2019

PICO Holdings, Inc.

By: /s/ Dorothy A. Timian-Palmer
Dorothy A. Timian-Palmer
Chief Executive Officer and President

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below on March 14, 2019 by the following persons on behalf of the Registrant and in the capacities indicated.

/s/ Dorothy A. Timian-Palmer Dorothy A. Timian-Palmer	Chief Executive Officer and President (Principal Executive Officer)
/s/ John T. Perri John T. Perri	Chief Financial Officer and Secretary (Principal Financial Officer)
/s/ Maxim C.W. Webb Maxim C.W. Webb	Executive Chairman of the Board
/s/ Gregory E. Bylinsky Gregory E. Bylinsky	Director
/s/ Eric H. Speron Eric H. Speron	Director
/s/ Nicole L. Weymouth Nicole L. Weymouth	Director

TRANSITION AGREEMENT

This **TRANSITION AGREEMENT** (the "***Agreement***") is effective as of August 6, 2018 (the "***Effective Date***") and is entered into by and between PICO Holdings, Inc., a Delaware corporation (the "***Company***"), and John T. Perri ("***Executive***").

WHEREAS, Executive and the Company entered into that certain Employment Agreement effective as of January 1, 2017 (the "***Employment Agreement***"), which is attached hereto as **EXHIBIT A**; and

WHEREAS, Executive and the Company mutually desire to set forth the terms and conditions governing the agreed upon transition in Executive's employment with the Company.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, Executive and the Company agree as follows:

1. Bonus Plan Participation.

(a) As of the Effective Date, Executive shall no longer be eligible to participate in the Company's Executive Bonus Plan (the "***Executive Bonus Plan***"), and shall immediately cease to be a Participant (as defined in the Executive Bonus Plan) for all purposes under the Executive Bonus Plan. Consistent with, and in furtherance of, the foregoing, Executive and the Company hereby acknowledge and agree as follows:

- in no event shall Executive be entitled to a bonus under the Executive Bonus Plan for the 12-month period between January 1, 2018 and December 31, 2018, regardless of whether Executive is employed by the Company through such period;
- Section 3.2 of the Employment Agreement is hereby deleted in its entirety and shall have no further force or effect;
- Section 6.1(b) of the Employment Agreement is hereby deleted in its entirety and shall have no further force or effect;
- the third sentence of Section 6.2 of the Employment Agreement is hereby deleted in its entirety and shall have no further force or effect; and
- subsection (i) of Section 6.3 of the Employment Agreement shall be amended and restated as follows: "the Company shall pay to Executive on the date of such termination, in each case to the extent not previously paid, Executive's base salary then in effect through the date of such termination and Executive's accrued but unused vacation and other paid time off".

(b) For the avoidance of doubt, Executive shall remain eligible to participate in the Company's Executive Change in Control Bonus Plan (the "***CIC Bonus Plan***") following the Effective Date.

2. Transition Duties. During the Transition Period (as defined below) Executive shall report directly to the Chairman of the Company's Board of Directors (and the Company's Chief Financial Officer, if and when the Company appoints a new Chief Financial Officer) (collectively, the "***Direct Reports***"), and will perform the duties set forth hereto on **EXHIBIT B** (collectively, the "***Designated Duties***"), and/or such other duties as may be assigned to Executive by the Direct Reports from time to time following the Effective Date.

3. Base Salary. Executive shall continue to receive his current base salary throughout the Transition Period.

4. Transition Period. For purposes of this Agreement, the "***Transition Period***" shall mean the period beginning on the Effective Date and ending on the date that is the earliest of:

(a) the date that the Company files its Annual Report on Form 10-K for the fiscal year ending December 31, 2018;

(b) a date selected in the sole discretion of the Company, provided such date is not before December 31, 2018; and

(c) the date of Executive's Involuntary Termination (as defined in the Employment Agreement and as amended pursuant to this Agreement).

In the event that the Transition Period ends on either of the dates referred to in Sections 4(a) and 4(b) above, then Executive's Involuntary Termination shall be deemed to have occurred on such date.

5. Good Reason. Executive hereby acknowledges and agrees that neither (i) the change in Executive's authority, duties and responsibilities as contemplated by the Designated Duties (or such other duties as may be assigned to Executive by the Direct Reports from time to time following the Effective Date), nor (ii) Executive's performance of the Designated Duties and/or such other duties as may be assigned to Executive by the Direct Reports from time to time following the Effective Date, nor (iii) Executive no longer serving as the Company's Chief Financial Officer and/or the Company's appointment of a new Chief Financial Officer to replace Executive, shall constitute "Good Reason" as defined in Section 6.6(d) of the Employment Agreement.

6. Transition Bonus.

(a) Subject to Section 6(b), if Executive remains employed by the Company through the Transition Period, then the Company shall pay Executive a one-time cash bonus in the amount of $250,000, payable in a lump-sum within three business days following the completion of the Transition Period, subject to withholding of applicable taxes (the "***Transition Bonus***").

(b) Executive shall not be entitled to receive the Transition Bonus, and Section 6(a) above shall automatically terminate and be of no further force or effect, if during the Transition Period there occurs a CIC Transaction (as defined in the CIC Bonus Plan).

For the avoidance of doubt, under no circumstance shall Executive be entitled to receive the Transition Bonus and a bonus under the CIC Bonus Plan, subject to the terms and conditions thereof.

7. Effect of Agreement. Except as expressly modified by this Agreement, the Employment Agreement shall remain unmodified and in full force and effect. Consistent with, and in furtherance of, the foregoing, Executive and the Company hereby acknowledge and agree as follows:

- the provisions of Section 6.5 and Section 7.7 of the Employment Agreement shall be applied with respect to the payment of the Transition Bonus under this Agreement; and

- the provisions of Section 7.5 of the Employment Agreement shall be applied with respect to any disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Agreement.

8. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by a duly authorized representative of the Company. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

9. Choice of Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to any conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties pursuant to this Agreement that is not subject to arbitration pursuant to Section 7.5 of the Employment Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of the County of San Diego, California, or the federal courts of the United States for the Southern District of California, and no other courts.

10. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

11. Benefits Not Assignable. Except as otherwise provided herein or by law, no right or interest of Executive under this Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, and no attempted transfer or assignment thereof shall be effective. No right or interest of Executive under this Agreement shall be liable for, or subject to, any obligation or liability of Executive.

12. Further Assurances. From time to time, at the Company's request and without further consideration, Executive shall execute and deliver such additional documents and take all such further action as reasonably requested by the Company to be necessary or desirable to make effective, in the most expeditious manner possible, the terms of this Agreement, and to provide adequate assurance of Executive's due performance thereunder.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

14. Acknowledgment. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the Effective Date.

PICO HOLDINGS, INC.

By: /s/ Max Webb
Name: Max Webb
Title: Executive Chairman

EXECUTIVE

/s/ John T. Perri
John T. Perri

AMENDMENT TO TRANSITION AGREEMENT

This **Amendment to Transition Agreement** ("***Amendment***"), effective as of November 27, 2018 (the "***Effective Date***"), is entered into by and between PICO Holdings, Inc., a Delaware corporation (the "***Company***"), and John T. Perri ("***Executive***"), and amends that certain Transition Agreement by and between the Company and Executive dated August 6, 2018 (the "***Transition Agreement***").

Whereas, the Company and Executive entered into the Transition Agreement to set forth the terms and conditions governing the agreed upon transition in Executive's employment with the Company; and

Whereas, the Company and Executive are entering into this Amendment to amend certain terms of the Transition Agreement.

Now, Therefore, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Section 4.** Section 4 of the Transition Agreement is hereby amended and restated to read in its entirety as follows:

"**4. Transition Period**. For purposes of this Agreement, the "***Transition Period***" shall mean the period beginning on the Effective Date and ending on the date that is the earlier of:

(a) the date that the Company files its Quarterly Report on Form 10-Q for the three months ending March 31, 2019; and

(b) the date of Executive's Involuntary Termination (as defined in the Employment Agreement and as amended pursuant to this Agreement).

In the event that the Transition Period ends on the date referred to in Section 4(a) above, then Executive's Involuntary Termination shall be deemed to have occurred on such date."

2. **Section 6(a).** Section 6(a) of the Transition Agreement is hereby amended and restated to read in its entirety as follows:

"(a) Subject to Section 6(b), if Executive remains employed by the Company through the Transition Period, then the Company shall pay Executive a one-time cash bonus in the amount of $275,000, payable in a lump-sum within three business days following the completion of the Transition Period, subject to withholding of applicable taxes (the "***Transition Bonus***")."

3. **Choice of Law; Venue.** The validity, interpretation, construction and performance of this Amendment shall be governed by the laws of the State of California without giving effect

to any conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties pursuant to this Amendment that is not subject to arbitration pursuant to Section 7.5 of the Employment Agreement (as defined in the Transition Agreement), the parties hereby submit to and consent to the jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of the County of San Diego, California, or the federal courts of the United States for the Southern District of California, and no other courts.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

5. **Effect of Amendment.** Except as expressly modified by this Amendment, the Transition Agreement shall remain unmodified and in full force and effect.

6. **Acknowledgment**. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Amendment, and is knowingly and voluntarily entering into this Amendment.

In Witness Whereof, each of the parties has executed this Amendment as of the Effective Date.

PICO Holdings, Inc.

By: /s/ Max Webb
Name: Max Webb
Title: Executive Chairman

Executive

/s/ John T. Perri
John T. Perri

EXHIBIT A
EMPLOYMENT AGREEMENT

PICO HOLDINGS, INC.
EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made and entered into by and between John T. Perri ("**Executive**") and PICO Holdings, Inc. (the "**Company**"), effective as of January 1, 2017 (the "**Effective Date**").

R E C I T A L S

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive will continue to be employed by the Company on and after the Effective Date;

NOW, THEREFORE, the Company and Executive, in consideration of the mutual promises set forth herein, agree as follows:

ARTICLE 1

NATURE OF EMPLOYMENT

1.1. Effect of Agreement. This Agreement shall govern the terms of Executive's employment with the Company on and after the Effective Date until it is terminated by either the Company or Executive pursuant to the terms set forth in Article 6.

1.2. At-Will Employment. Executive acknowledges and agrees that nothing in this Agreement shall be construed to imply that Executive's employment with the Company is guaranteed for any period of time. Subject to the provisions of Article 6 hereof, Executive's employment with the Company is at-will and either the Company or Executive may terminate the employment relationship at any time with or without cause and with or without notice.

ARTICLE 2

EMPLOYMENT DUTIES

2.1 Title/Responsibilities. Executive agrees to continue to serve the Company in the positions of Chief Financial Officer and Secretary. Executive shall have the powers and duties commensurate with such positions.

2 . 2 Full Time Attention. Executive shall devote his best efforts and his full business time and attention to the performance of the services customarily incident to the offices of Chief Financial Officer and Secretary and to such other services as the President and Chief Executive Officer and/or Board of Directors of the Company (the "**Board**") may reasonably request.

2.3 Other Activities. Except upon the prior written consent of the Board, Executive shall not during the period of employment engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place him in a competing position to that of the Company or any other corporation or entity that directly or indirectly controls, is controlled by, or is under common control with the Company (an "**Affiliated Company**"), provided that passive ownership of less than one percent (1%) of the outstanding securities of any publicly traded company shall not be deemed a violation of this Section 2.3. Executive shall not serve on any private or public company board of directors in the absence of a resolution of the Company's Board, provided that Executive shall not be prohibited from engaging in charitable or non-profit endeavors that do not materially interfere with the performance of his obligations under this Agreement.

ARTICLE 3

COMPENSATION

3.1 Base Salary. Executive shall receive a base salary at an annual rate of $440,000, payable in equal installments in accordance with the Company's normal payroll practices. The Board, upon recommendation from the Compensation Committee of the Board (the "**Compensation Committee**"), in its sole discretion, may increase or decrease Executive's base salary from time to time.

3.2 Incentive Bonus. Executive shall be eligible to participate in the PICO Holdings, Inc. Executive Bonus Plan (the "**Bonus Plan**"), as amended from time to time, in accordance with the terms and conditions of the Bonus Plan.

3.3 Withholdings. All compensation and benefits payable to Executive under this Agreement shall be subject to all federal, state, and local taxes and other withholdings and similar taxes and payments required by applicable law.

ARTICLE 4

EXPENSE ALLOWANCES AND FRINGE BENEFITS

4.1 Vacation. During the term of this Agreement, Executive shall not accrue paid vacation or personal time off under any current or future vacation or paid time off policy of the Company (collectively, the "**PTO Plans**"). Executive may take reasonable time off for vacation, consistent with the needs of the Company's business, and shall notify the Board of such vacation usage, consulting in advance with the Board as appropriate. Executive's accrued vacation and paid time off account balance of $148,229.86 as of December 31, 2016 (the "**Balance**") shall not be affected by this Section 4.1, and such Balance shall be payable in full upon Executive's termination of employment with the Company for any reason.

4.2 Benefits. During Executive's employment hereunder, the Company shall provide Executive with the health insurance, welfare, retirement and other similar benefits it generally provides to its other senior management employees, on terms no less favorable than those provided to any other employee; *provided, however*, that Executive shall not be eligible to participate in any PTO Plans. The amount and extent of any benefits to which Executive may be entitled shall be governed by the specific benefit plan or policy as it may be amended from time to time.

4.3 Business Expense Reimbursement. During the term of this Agreement, Executive shall be entitled to receive proper reimbursement for all reasonable out-of-pocket expenses incurred by him (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder. Executive agrees to furnish to the Company adequate records and other documentary evidence of such expense for which Executive seeks reimbursement at least on a quarterly basis. Such expenses shall be reimbursed and accounted for under the policies and procedures established by the Company, and such reimbursement shall be made promptly.

ARTICLE 5

CONFIDENTIALITY

5.1 Confidentiality. Executive hereby agrees to hold in strict confidence and not to disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, any Confidential Information (as defined below). Upon termination of Executive's employment with the Company, all Confidential Information in Executive's possession that is in written or other tangible form (together with all copies or duplicates thereof, including computer files) shall be returned to the Company and shall not be retained by Executive or furnished to any third party, in any form except as provided herein; *provided, however,* that Executive shall not be obligated to treat as confidential, or return to the Company copies of any Confidential Information that (i) was publicly known at the time of disclosure to Executive, (ii) becomes publicly known or available thereafter other than by any means in violation of this Agreement or any other duty owed to the Company by any person or entity, or (iii) is lawfully disclosed to Executive by a third party. For purposes of this Agreement, the term "**Confidential Information**" shall mean information disclosed to Executive or known by Executive as a consequence of or through his or her relationship with the Company, about the customers, employees, business methods, public relations methods, organization, procedures or finances, including, without limitation, information of or relating to customer lists, of the Company and its Affiliated Companies.

5.2 Return of Property. All documents, records, apparatus, equipment and other physical property which is furnished to or obtained by Executive in the course of his employment with the Company shall be and remain the sole property of the Company. Executive agrees that, upon the termination of his employment, he shall return all such property (whether or not it pertains to Confidential Information).

5.3 No Use of Prior Confidential Information. Executive will not intentionally disclose to the Company or use on its behalf any confidential information belonging to any of his former employers or any other third party.

ARTICLE 6

TERMINATION

6.1. Involuntary Termination. In the event of Executive's Involuntary Termination, the Company shall pay to Executive on the date of such termination of employment (the "**Termination Date**"), to the extent not previously paid, Executive's base salary then in effect through the Termination Date and Executive's accrued but unused vacation and other paid time off. In addition, provided that Executive executes and delivers to the Company in connection with such termination of employment a Release of Claims (as defined in Section 7.8 of this Agreement) and the period for revocation, if any, of the Release of Claims has lapsed on or before the sixtieth (60th) day following the Termination Date without the Release of Claims having been revoked, the Company shall provide Executive with the following, subject to Section 7.7 of this Agreement:

(a) Base Salary. Executive shall receive an amount (less applicable tax withholdings) equal to twenty-four (24) months of Executive's base salary as in effect on the Termination Date (without giving effect to any reduction in base salary amounting to Good Reason). Any such amount shall be paid in a lump sum in cash on the sixtieth (60th) day following the Termination Date.

(b) Bonus. Executive shall receive an amount, if any, under Section 8 of the Bonus Plan, as determined in accordance with such Section. Any such amount (less applicable tax withholdings) shall be paid in accordance with such Section.

(c) Equity Award Acceleration. All equity awards granted by the Company to Executive that are outstanding and unvested as of the Termination Date shall become fully and immediately vested, effective as of the Termination Date.

(d) Continued Healthcare. If Executive and Executive's eligible dependents then participating in the Company's group health insurance plans elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall pay the premium for Executive and Executive's covered dependents on a monthly basis through the earlier of (i) the one (1) year anniversary of the Termination Date and (ii) the date Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (the "**COBRA Payment Period**"). After the Company ceases to pay premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance with the provisions of COBRA.

(e)

Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of applicable law (including, without limitation, Section 2716 of the Public Health

Service Act), then in lieu of paying the COBRA premiums, the Company will pay Executive, for each month of the remainder of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for such month, subject to applicable tax withholdings (such amount, the "**Special Severance Payment**"). Executive may, but is not obligated to, use any such Special Severance Payment toward the cost of COBRA premiums. Special Severance Payments (if any) will be made to Executive on a monthly basis as follows: (i) if the Company does not pay the COBRA premiums for any month during the sixty (60)-day period following the Termination Date, a Special Severance Payment will be made to Executive on the sixtieth (60th) day following the Termination Date and will be equal to the aggregate amount of the COBRA premiums for such months; and (ii) following such sixty (60)-day period, if the Company does not pay the COBRA premiums for any remaining month during the COBRA Payment Period, a Special Severance Payment will be made to Executive on the first day of such month and will be equal to the COBRA premiums for such month.

6.2. Exclusivity. The provisions of Section 6.1 of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive may otherwise be entitled in the event of Executive's Involuntary Termination. In such circumstances, Executive shall be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in Section 6.1 above. Notwithstanding the foregoing, to the extent not previously paid, Executive shall be entitled to receive any bonus payable to Executive under Section 7 of the Bonus Plan with respect to the Plan Year (as defined in the Bonus Plan) that ended immediately prior to the Plan Year in which Executive's Involuntary Termination occurs (which bonus, if any, shall be paid in accordance with Section 7 of the Bonus Plan).

6.3. Other Termination. In the event of Executive's termination of employment with the Company for any reason, other than due to an Involuntary Termination, (i) the Company shall pay to Executive on the date of such termination, in each case to the extent not previously paid, Executive's base salary then in effect through the date of such termination, Executive's accrued but unused vacation and other paid time off, and any bonus payable to Executive under Section 7 of the Bonus Plan with respect to the Plan Year (as defined in the Bonus Plan) that ended immediately prior to the Plan Year in which Executive's termination occurs (which bonus, if any, shall be paid in accordance with Section 7 of the Bonus Plan), and (ii) Executive shall not be entitled to any payments or benefits under Section 6.1 of this Agreement or any other severance payments or benefits.

6.4. Resignation from Boards. Executive acknowledges and agrees that in the event of Executive's termination of employment with the Company for any reason, Executive hereby automatically and irrevocably resigns from any position that he may then have as an executive or member of the board of directors or board of managers of any company or entity other than the Company, to which he was appointed or elected or designated to be appointed or elected by the Company, effective as of the date of such termination.

6.5. Golden Parachute Payments. In the event that the severance payments and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and (ii) but for this Section 6.5, would be subject to the excise tax imposed by Section 4999 of the Code ("**Excise Tax**"), then Executive's severance payments and benefits under this Agreement shall be payable either

a. in full, or

b. as to such lesser amount which would result in no portion of such severance payments or benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance payments and benefits under this Agreement, notwithstanding that all or some portion of such severance payments or benefits may be taxable under Section 4999 of the Code. Any reduction in the severance payments and benefits required by this Section 6.5 will be made in the following order: (i) reduction of cash payments; (ii) reduction of accelerated vesting of equity awards other than stock options; (iii) reduction of accelerated vesting of stock options; and (iv) reduction of other benefits paid or provided to Executive. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards. If two or more equity awards are granted on the same date, the accelerated vesting of each equity award will be reduced on a pro-rata basis.

The professional firm engaged by the Company for general tax purposes as of the day prior to the date of the event that might reasonably be anticipated to result in severance payments and benefits that would otherwise be subject to the Excise Tax will perform the foregoing calculations. If the tax firm so engaged by the Company is serving as accountant or auditor for the acquiring company, the Company will appoint a nationally recognized tax firm to make the determinations required by this Section 6.5. The Company will bear all expenses with respect to the determinations by such firm required to be made by this Section 6.5. The Company and Executive shall furnish such tax firm such information and documents as the tax firm may reasonably request in order to make its required determination. The tax firm will provide its calculations, together with detailed supporting documentation, to the Company and Executive as soon as practicable following its engagement. Any good faith determinations of the tax firm made hereunder will be final, binding and conclusive upon the Company and Executive.

6.6. Definition of Terms. Capitalized terms not otherwise defined by this Agreement shall have the following meanings:

a. "**Cause**" means the occurrence of any of the following:

(i) Executive's willful and continued failure to materially perform the duties and responsibilities of his position after there has been delivered to Executive a written demand for performance from the Board which describes the basis for the Board's belief that Executive has not substantially performed his duties and provides Executive with thirty (30) days to take corrective action, unless the Board determines in the exercise of its reasonable good faith discretion that such failure is of such nature or extent that effective corrective action is impossible or unlikely (in which case such failure will constitute "Cause" even though Executive is not provided with thirty (30) days to take corrective action);

(ii) any act of personal dishonesty taken by Executive in connection with his responsibilities as an employee of the Company and any Affiliated Company with the intention or reasonable expectation that such action may result in the substantial personal enrichment of Executive;

(iii) Executive's conviction of, or plea of nolo contendere to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business;

(iv) a breach of any fiduciary duty owed to the Company and any Affiliated Company by Executive that has a material detrimental effect on the Company's or Affiliated Companies' reputation or business;

(v) Executive being found liable in any United States Securities and Exchange Commission or other civil or criminal securities law action or entering any cease and desist order with respect to such action (regardless of whether or not Executive admits or denies liability);

(vi) Executive (i) obstructing or impeding, (ii) endeavoring to influence, obstruct or impede, or (iii) failing to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity (an "**Investigation**"); *provided, however*, that Executive's failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with an Investigation will not constitute "Cause"; or

(vii) Executive's material breach of any contract or agreement between Executive and the Company (including this Agreement) or Executive's intentional and material violation of any material policy of the Company.

b. “**Disability**” means Executive’s absence, as a result of incapacity due to physical or mental illness, from Executive’s duties with the Company on a full-time basis for 90 or more consecutive days or a total of 180 or more days in any twelve-month period.

c. “**Involuntary Termination**” means the occurrence of either (i) termination by the Company of Executive’s employment with the Company for any reason other than Cause or (ii) Executive’s Resignation for Good Reason; *provided, however*, that Involuntary Termination shall not include any termination of Executive’s employment which is (x) for Cause, (y) a result of Executive’s death or Disability, or (z) a result of Executive’s voluntary termination of employment which is not a Resignation for Good Reason.

d. “**Resignation for Good Reason**” means the voluntary resignation by Executive from employment with the Company within a period of ninety (90) days after the initial occurrence, without Executive’s express written consent, of any of the following conditions (each, a “**Good Reason**”) which remains in effect for thirty (30) days after Executive’s delivery of written notice of the occurrence of such condition(s) to the Board within thirty (30) days following the initial occurrence of such condition(s):

i. a material diminution in Executive’s authority, duties or responsibilities (for the avoidance of doubt, any change in authority, duties and responsibilities that occurs as a result of the monetization or disposition of assets by the Company shall not be considered such a diminution in authority, duties or responsibilities);

ii. a material reduction in the health and welfare insurance, retirement or other benefits available to Executive as of the Effective Date (except for reductions in such benefits applicable to senior executive employees of the Company generally);

iii. a material reduction in Executive’s base salary as of the Effective Date (except for any reduction in such base salary that is proportional to or commensurate with a decrease in the Company’s assets that occurs as a result of the monetization or disposition of assets by the Company); or

iv. the failure of the Company or any Successor to honor any material term of this Agreement.

ARTICLE 7

GENERAL PROVISIONS

7.1. Successors.

a. Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets (a “**Successor**”) shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “**Company**” shall include any Successor which executes and delivers the assumption agreement described in this Section 7.1(a) or which becomes bound by the terms of this Agreement by operation of law.

b. Executive’s Successors. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7.2 Notice.

c. General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or one day following mailing via Federal Express or similar overnight courier service. In the case of Executive, mailed notices shall be addressed to

Executive at Executive's home address that the Company has on file for Executive. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, attention: Board of Directors.

d. Notice of Termination. Any termination by the Company for Cause or by Executive pursuant to a Resignation for Good Reason shall be communicated by a notice of termination to the other party hereto given in accordance with Section 7.2(a) of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date, consistent with the requirements of this Agreement. The failure by Executive to include in the notice any fact or circumstance that contributes to a showing of the existence of Good Reason shall not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his rights hereunder.

7.3. Non-Solicitation; Non-Disparagement. Executive shall not for a period of two (2) years following Executive's termination of employment with the Company for any reason, either on Executive's own account or jointly with or as a manager, agent, officer, employee, consultant, partner, joint venturer, owner or shareholder or otherwise on behalf of any other person, firm or corporation, directly or indirectly solicit or attempt to solicit away from the Company any of its officers or employees or offer employment to any person who is an officer or employee of the Company; *provided, however,* that a general advertisement to which an employee of the Company responds shall in no event be deemed to result in a breach of this Section 7.3. Executive also agrees not to harass or disparage the Company or its employees, clients, directors or agents.

7.4. Survival of Provisions. The provisions of Sections 5.1 and 7.3 of this Agreement shall survive the termination or expiration of Executive's employment with the Company and shall be fully enforceable thereafter. If it is determined by a court of competent jurisdiction in any state that any restriction in Section 5.1 or Section 7.3 of this Agreement is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

7.5. Dispute Resolution.

a. To ensure the timely and economical resolution of disputes that arise in connection with this Agreement, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration, by a single neutral arbitrator, in San Diego County, California, conducted by the American Arbitration Association (" **AAA**") under its rules for arbitration of employment disputes. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.

The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. Each party shall bear its own respective attorney fees and all other costs, unless provided by law and awarded by the arbitrator; *provided, however,* that the Company shall pay all AAA arbitration fees in excess of the amount of court fees that would be required if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, Executive and the Company each have the right to resolve any issue or dispute over intellectual property rights by Court action instead of arbitration.

b. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and

Housing, the Equal Employment Opportunity Commission or the workers' compensation Committee. This Agreement, does, however, preclude Executive from pursuing court action regarding any such claim.

c. Executive acknowledges and agrees that Executive is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Executive further acknowledges and agrees that Executive has carefully read this Agreement and that Executive has asked any questions needed for Executive to understand the terms, consequences and binding effect of this Agreement and fully understands it, including that Executive is waiving Executive's right to a jury trial. Finally, Executive agrees that Executive has been provided an opportunity to seek the advice of an attorney of Executive's choice before signing this Agreement.

7.6. Remedies.

(a) Injunctive Relief. The parties agree that the services to be rendered by Executive hereunder are of a unique nature and that in the event of any breach or threatened breach of any of the covenants contained herein, the damage or imminent damage to the value and the goodwill of the Company's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the parties agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any such provisions by Executive, in addition to any other relief (including damage) available to the Company under this Agreement or under law.

(b) Exclusive. Both parties agree that the remedy specified in Section 7.6(a) above is not exclusive of any other remedy for the breach by Executive of the terms hereof.

7.7. Compliance with Section 409A of the Code. The parties intend that this Agreement (and all payments and other benefits provided under this Agreement) be exempt from the requirements of Section 409A of the Code and the regulations and rulings issued thereunder (collectively, "**Section 409A**"), to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. To the extent Section 409A is applicable to such payments or benefits, the parties intend that this Agreement (and such payments and benefits) comply with the deferral, payout and other limitations and restrictions imposed under Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement to the contrary:

a. No amount payable pursuant to this Agreement which constitutes a "deferral of compensation" within the meaning of Section 409A shall be paid unless and until Executive has incurred a "separation from service" within the meaning of Section 409A. Furthermore, to the extent that Executive is a "specified employee" within the meaning of Section 409A (determined using the identification methodology selected by the Company from time to time, or if none, the default methodology) as of the date of Executive's separation from service, the Company shall, within ten (10) business days after the date of Executive's separation from service, notify Executive that the Company is applying this Section 7.7(a) to the payment otherwise due to be paid to Executive and shall acknowledge in writing its obligation to accumulate and hold such amount in trust until paid in accordance with this Section 7.7(a) and except as otherwise permitted by Section 409A, no amount that constitutes a deferral of compensation which is payable on account of Executive's separation from service shall be paid to Executive before the date which is the first day of the seventh month after the date of Executive's separation from service or, if earlier, the date of Executive's death following such separation from service (the "**Delayed Payment Date**"). All such amounts that would, but for this Section 7.7(a), become payable prior to the Delayed Payment Date will be accumulated, held in trust for the benefit of Executive (subject only to the claims of the general creditors of the Company), and paid on the Delayed Payment Date. If a tax liability is created, the Company will withhold and pay any tax owed and the net of tax amount will be held in trust.

b. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

c. With regard to any provision in this Agreement that provides for reimbursement of expenses or in-kind benefits, except for any reimbursement or in-kind benefit provided pursuant to this Agreement that does not constitute a "deferral of compensation" within the meaning of Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year of Executive shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year of Executive, and (iii) any such reimbursement shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense was incurred.

d. The Company intends that income provided to Executive pursuant to this Agreement will not be subject to taxation under Section 409A. However, the Company does not guarantee any particular tax effect for income provided to Executive pursuant to this Agreement. In any event, except for the Company's responsibility to withhold applicable income and employment taxes from compensation paid or provided to Executive, the Company shall not be responsible for the payment of any applicable taxes on compensation paid or provided to Executive pursuant to this Agreement.

7.8 Release of Claims. Executive shall provide the Company with a signed general release of all claims against the Company and its Affiliated Companies in a form reasonably acceptable to the Company (a "**Release of Claims**"). Executive shall not be entitled to the payments and benefits under Sections 6.1(a), 6.1(b), 6.1(c) and 6.1(d) of this Agreement unless such Release of Claims is signed and delivered and no longer subject to revocation (if applicable) within the time specified in the Release of Claims, but in no event later than the sixtieth (60th) day following the Termination Date.

7.9 Unfunded Obligation. Any amounts payable to Executive pursuant to this Agreement are unfunded obligations. The Company shall not be required to segregate any monies from its general funds, or to create any trusts (other than in accordance with Section 7.7(a) of this Agreement), or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any account shall not create or constitute a trust or fiduciary relationship between the Board or the Company and Executive, or otherwise create any vested or beneficial interest in Executive or Executive's creditors in any assets of the Company.

7.10 No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit contemplated by this Agreement by seeking employment with a new employer or otherwise, nor shall any such payment or benefit be reduced by any compensation or benefits that Executive may receive from employment by another employer other than as provided in Section 6.1(d) of this Agreement.

7.11. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by a duly authorized representative of the Board. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

7.12. Whole Agreement. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior arrangements and understandings regarding same, including, but not limited to, the Amended and Restated Severance Agreement that was made and entered into by and between Executive and the Company, effective as of March 11, 2016.

7.13. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

7.14. Choice of Law; Venue. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to any conflict of law principles. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties pursuant to this Agreement that is not subject to arbitration pursuant to Section 7.5 of this Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of the County of San Diego, California, or the federal courts of the United States for the Southern District of California, and no other courts.

7.15. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

7.16. Benefits Not Assignable. Except as otherwise provided herein or by law, no right or interest of Executive under this Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any other manner, and no attempted transfer or assignment thereof shall be effective. No right or interest of Executive under this Agreement shall be liable for, or subject to, any obligation or liability of Executive.

7.17. Further Assurances. From time to time, at the Company's request and without further consideration, Executive shall execute and deliver such additional documents and take all such further action as reasonably requested by the Company to be necessary or desirable to make effective, in the most expeditious manner possible, the terms of this Agreement and the Release of Claims, and to provide adequate assurance of Executive's due performance thereunder.

7.18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

7.19. Acknowledgment. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, as of the day and year set forth below.

PICO HOLDINGS, INC.

By: _______________ Date: _______________
Name:
Title:

EXECUTIVE

___________________ Date: _______________
Name:

EXHIBIT B
DESIGNATED DUTIES

- Actively assist the Company in recruiting a permanent or temporary Financial Controller to be located in the Carson City, NV office of Vidler Water Company, Inc. ("***Vidler***").

- Actively assist the Company in recruiting financial accounting and reporting staff that will report to the new Financial Controller (positions to be located in Vidler's Carson City, NV office).

- Assist in transitioning the new Financial Controller in all day to day oversight of: SEC financial reporting and filing, internal controls over financial reporting, preparation of internal management accounts and analyses, IT function, 401(k) reporting, treasury and payroll.

- Actively assist in closing the Company's corporate offices located in La Jolla, CA.

- Actively assist in implementing and transitioning new accounting staff and function to Vidler's Carson City, NV office.

- Overseeing all of the Company's SEC and other regulatory requirements, as well as overseeing all interactions between the Company and its independent auditors.

Subsidiaries of Registrant

Exhibit 21.1

Name of Subsidiary	Jurisdiction of Incorporation/Organization
Fish Springs Ranch, LLC	Nevada
Nevada Land and Resource Holdings, Inc.	Nevada
Vidler Water Company, Inc.	Nevada

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-141321, 333-134296, and 333-125362 on Form S-3 and Registration Statement Nos. 333-198065 on Form S-8 of our reports dated March 14, 2019, relating to the consolidated financial statements and financial statement schedules of PICO Holdings, Inc. and subsidiaries (the “Company”), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of the Company for the year ended December 31, 2018.

/s/ DELOITTE & TOUCHE LLP

San Diego, California
March 14, 2019

Exhibit 31.1

CERTIFICATION BY CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dorothy Timian-Palmer, certify that:

1. I have reviewed this annual report on Form 10-K of PICO Holdings, Inc. (the "Registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2019

/s/ Dorothy Timian-Palmer
Dorothy Timian-Palmer
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION BY CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John T. Perri, certify that:

1. I have reviewed this annual report on Form 10-K of PICO Holdings, Inc. (the “Registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2019

/s/ John T. Perri
John T. Perri
Chief Financial Officer

Exhibit 32.1

CERTIFICATION BY CHIEF EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350
(SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)

In connection with the Annual Report of PICO Holdings, Inc. (the “Company”) on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Dorothy Timian-Palmer, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (“Section 906”), that to the best of my knowledge:

(1) The Report fully complies with requirements of section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2019

/s/ Dorothy Timian-Palmer
Dorothy Timian-Palmer
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION BY CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350
(SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)

In connection with the Annual Report of PICO Holdings, Inc. (the "Company") on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John T. Perri, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that to the best of my knowledge:

(1) The Report fully complies with requirements of section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2019

/s/ John T. Perri
John T. Perri
Chief Financial Officer