

2018072482

Official Records Of Sonoma County
William F. Rousseau

10/18/2018 10:17 AM
Fee: \$ 542.00 102 Pages



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Recording Requested by:

Albert Merck and Margo Merck
13412 Chalk Hill Drive
Healdsburg, CA 95448
(707) 433-5533

When Recorded Mail to:

Edward McCutchan, Esq.
Sunderland | McCutchan, LLP
412 Aviation Blvd., Suite D
Santa Rosa, CA 95403
(707) 284-5524

Space above this line for recorder's use

Amendment to Road Maintenance Agreement

Sonoma County Assessor Parcels

1. 132-260-011-000 (Stephen W. Hawkes and Paula S. Hawkes as Trustees U/T/A dated September 14, 2000 known as the Stephen Hawkes and Paula S. Hawkes Trust)
2. 132-120-025-000 (Charles E. Martin, Trustee Charles E. Martin Revocable Trust under Trust Agreement dated December 11, 2000)
3. 130-130-003-000 (Charles E. Martin, Michael L. Martin, Jeffrey Martin)
4. 132-120-018-000 (MA Properties, LLC, a Delaware limited liability company)
5. 132-120-017-000 (MA Properties, LLC, a Delaware limited liability company)
6. 132-120-016-000 (MA Properties, LLC, a Delaware limited liability company)
7. 132-120-059-000 (Charles E. Martin, Trustee Charles E. Martin Revocable Trust under Trust Agreement dated December 11, 2000)
8. 132-260-013-000 (Albert W. Merck, Jr. and Margo Warnecke Merck as Trustees of the Merck Residential Trust under agreement dated May 28, 2010)
9. 132-260-014-000 (Albert W. Merck, Jr. and Margo Warnecke Merck as Trustees of the Merck Residential Trust under

agreement dated May 28, 2010)

11. 132-260-004-000 (Marci B. Palatella as Trustee of Domino Family Trust under agreement dated March 19, 2015)
12. 132-260-003-000 (Jeffrey P. Harris and Brigid J. Harris)
13. 132-260-002-000 (Treehouse Vineyards, LLC a California limited liability company)
14. 132-260-007-000 (Roger M. McDermott, Trustee McDermott Family Trust, UTA February 4, 2008)
15. 132-260-008-000 (Roger M. McDermott, Trustee McDermott Family Trust UTA February 4, 2008)
16. 132-260-027-000 (Rawah Vineyards, LLC a California limited liability company)

**AMENDMENT TO NOVEMBER 7, 1994 RECORDED ROAD
MAINTENANCE AGREEMENT OF THE TOBY LANE ASSOCIATION**

This Amendment to the November 7, 1994 recorded Road Maintenance Agreement is made and entered into this 24th day of January 2018 by and between (1) Albert and Margo Merck (hereinafter "Merck") as trustees, (2) Jeffrey P. Harris and Brigid D. Harris (hereinafter "Harris"), (3) Stephen and Paula Hawkes (hereinafter "Hawkes") as trustees, (4) Marci B. Palatella (hereinafter "Palatella") as trustee, (5) MA Properties, LLC (hereinafter "MA Properties") through its authorized representative, (6) Treehouse Vineyards, LLC (hereinafter "Treehouse") through its authorized representative, (7) Roger McDermott (hereinafter "McDermott") as trustee, (8) Charlie Martin (hereinafter "Martin") as trustee, and (9) Rawah Vineyards, LLC (hereinafter "Rawah") though its authorized representative. All of the above are the current nine (9) property owners of record with respect to this amendment to the November 7, 1994 Recorded Road Maintenance Agreement of the Toby Lane Association.

1. Sonoma County Assessor parcel number 132-260-011-000 is commonly known as 14255 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
2. Sonoma County Assessor parcel numbers 132-120-025-000 and 132-120-059-000 are commonly known as 13424 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
3. Sonoma County Assessor parcel numbers 132-120-016-00, 132-120-017-000 and 132-120-018-000 are commonly known as 13422, 13414 and 13410 Chalk Hill

Road, Healdsburg, California 95448. Legal description of record is attached hereto.

4. Sonoma County Assessor parcel numbers 132-260-013-000 and 132-260-014-000 are commonly known as 13412 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
5. Sonoma County Assessor parcel numbers 132-260-003-000 is commonly known as 13390 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
6. Sonoma County Assessor parcel number 132-260-004-000 is commonly known as 13402 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
7. Sonoma County Assessor parcel number 132-260-002-000 is commonly known as 13421 Flora Ranch Road, Healdsburg, California 95448. Legal description of record is attached hereto.
8. Sonoma County Assessor parcel numbers 132-260-007-000 and 132-260-008-000 are commonly known as 13420 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.
9. Sonoma County Assessor parcel number 132-260-027-000 is commonly as 13432 Chalk Hill Road, Healdsburg, California 95448. Legal description of record is attached hereto.

RECITALS

Whereas, the parties to this amendment (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) to the recorded Road Maintenance Agreement of November 7, 1994 as document number 1994 0125972 with the Sonoma County Recorder's Office are the owners of real property and of a right-of-way for foot and vehicular traffic purposes, as set forth in Exhibit "A," attached hereto and incorporated herein by reference as if set forth in full.

Whereas, the parties hereto (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) as property owners are all benefitted by a right-of-way, desire to establish an efficient procedure for the orderly maintenance and repair and improvement for this right-of-way, with the costs to be shared amongst themselves as stated herein and the November 7, 1994 recorded document stated herein.

Whereas, on November 7, 1994, the parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) and/or their predecessors in interest to the real property designated in Sonoma County Assessor parcel numbers herein signed and recorded with the Sonoma County Recorder's Office a Road Maintenance Agreement as document number 1994 0125972.

Whereas, the parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) incorporate all of the terms of the November 7, 1994 Road Maintenance Agreement recorded as document number 1994 0125972 with the Sonoma County Recorder's Office herein by reference as if set forth in full subject to the following amendments:

1. **Usage Units.** "Usage Units" per parcel as defined herein are determined as follows:

Costs for repair work performed on a given segment of road are shared by all members who use that segment and are allocated based upon the usage units of each member according to the following schedule:

Type of Usage	Number of Usage Units
Residence	1
Vacant Lot	0.25
475 Vines (any amount below 475 vines do not count as a usage unit)	0.25
5 Cattle	0.25
5 Horses	0.25
100 Sq. ft. New Permitted Construction	1
1 Acre New Vineyard Development (any amount below 1 acre new vineyard development does not count as a usage unit)	1

2. **New Construction Usage Unit Formula.** There shall be one (1) usage unit per one hundred (100) square feet of permitted construction applied one time in the year of construction for any new construction on any of the properties subject to this Amendment.

3. **New Vineyard Development Formula.** There shall be one (1) usage unit per acre of new vineyard development applied one time in the year of development applied one time in the year of development for any new acres of vineyard or the percentage thereof, on any of the properties subject to this amendment. This provision does not apply to replanting existing vineyard acreage.

4. **Property Owner's Maintenance Segments.** Page 3, paragraph 2 entitled, "Division of Shared Costs in Accordance to Usage of Particular Segments of Right-of-Way" shall be amended so that the driveway locations into each of the above-named parties' properties determine the property segment for each of the respective owner's maintenance costs on the right-of-way.

5. **Commercial Signage.** Commercial signage is hereby banned and prohibited along the above-referenced right-of-way set forth in this agreement.

6. **Road Segments.** Road "segments" are measured from Chalk Hill Road to the last active driveway on each parcel and not to the property line of a given parcel.

7. **Maintenance Work.** Maintenance work that is not impacted by wear and tear is billed based on road segments alone, the usage unit formula is not applied, and all members within a road segment share the cost evenly (one example is weed trimming).

8. **Costs.** Costs that have nothing to do with wear and tear or segments of the road are shared equally by all members based on the number of members (an example is legal work or address signage).

9. **Signage.** Signage of any kind is not permitted to be placed on Chalk Hill Road with the exception of the original four (4) and existing ranch signs of the designated parcels herein: 13390; 13402; 13412; 13410; 13414; 13416; 13418; 13422; 13420; 13426; 13432; and 13424 for "Windy Valley Ranch," "Chalk Hill Ranch," "Moss Oak Ranch," and "Bell Mountain" address numbers and temporary (one day) signs for events, inspections, deliveries, and the like.

10. **Legal Descriptions of Parcels Subject to this Road Maintenance Agreement.** The parcels which are subject to this Road Maintenance Agreement Amendment are attached hereto collectively as Exhibit "B."

- a. Exhibit "B1" is the legal description of the Merck property, Assessor Parcel Number 132-260-013-000 and 132-260-014-000.
- b. Exhibit "B2" is the legal description of the Harris property, Assessor Parcel Number 132-260-003-000.
- c. Exhibit "B3" is the legal description of the Hawkes property, Assessor Parcel Number 132-260-011-000.
- d. Exhibit "B4" is the legal description of the Palatella property, Assessor Parcel Number 132-260-004-000.
- e. Exhibit "B5" is the legal description of the MA Properties, Assessor Parcel Numbers 132-120-016-000, 132-120-017-000, 132-120-016-000.
- f. Exhibit "B6" is the legal description of the Treehouse property, Assessor Parcel Number 132-260-002-000.
- g. Exhibit "B7" is the legal description of the McDermott property, Assessor Parcel Number 132-260-007-000 and 132-260-008-000.
- h. Exhibit "B8" is the legal description of the Martin property, Assessor Parcel Number 132-120-025-000 and 132-120-059-000.

- i. Exhibit "B9" is the legal description of the Rawah property, Assessor Parcel Number 131-260-027-000.

11. **Warranty to Sign.** All parties warrant that they have authority to sign this document before a notary public with respect to their designated ownership in the parcels that are subject to this amendment to the November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).

12. **Signed Amendment to November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).** All parties to this amendment agree that they will sign this document which can be done in counterparts before a notary public so that only one complete document will be submitted for recording with the Sonoma County Recorder's Office and recorded copies delivered to all parties to this agreement.

IN WITNESS WHEREOF, these parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) have hereunto set their hands on the day first written above.

By: _____
Albert Merck as Trustee

Dated: _____

By: _____
Margo Merck as Trustee

Dated: _____

By:  _____
Jeffrey P. Harris

Dated: 4/3/18

By: _____
Brigid J. Harris

Dated: _____

By: _____
Stephen W. Hawkes as Trustee

Dated: _____

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

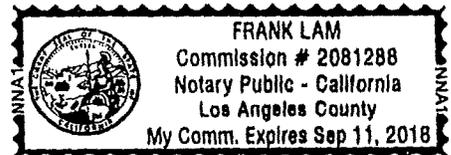
On April 3, 2018 before me, Frank Lam, a notary public
(insert name and title of the officer)

personally appeared Jeffrey P. Harris
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



- i. Exhibit "B9" is the legal description of the Rawah property, Assessor Parcel Number 131-260-027-000.

11. **Warranty to Sign.** All parties warrant that they have authority to sign this document before a notary public with respect to their designated ownership in the parcels that are subject to this amendment to the November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).

12. **Signed Amendment to November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).** All parties to this amendment agree that they will sign this document which can be done in counterparts before a notary public so that only one complete document will be submitted for recording with the Sonoma County Recorder's Office and recorded copies delivered to all parties to this agreement.

IN WITNESS WHEREOF, these parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) have hereunto set their hands on the day first written above.

By: _____
Albert Merck as Trustee

Dated: _____

By: _____
Margo Merck as Trustee

Dated: _____

By: _____
Jeffrey P. Harris

Dated: _____

By: Brigid J. Harris
Brigid J. Harris

Dated: 8/31/18

By: _____
Stephen W. Hawkes as Trustee

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sonoma)

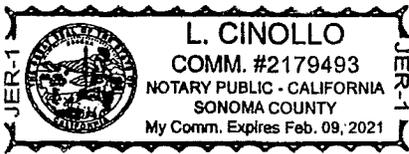
On August 31, 2018 before me, L. Cinollo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Brigid J. Harris
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Road Maintenance Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

By: Paula S. Hawkes
Paula S. Hawkes as Trustee

Dated: 2/6/18

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: _____

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

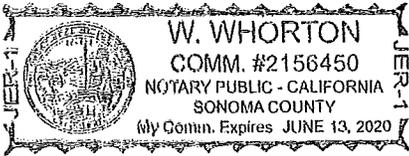
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)
On 02-06-2018 before me, W. Whorton, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Paula S. Hawkes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature W. Whorton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

- i. Exhibit "B9" is the legal description of the Rawah property, Assessor Parcel Number 131-260-027-000.

11. **Warranty to Sign.** All parties warrant that they have authority to sign this document before a notary public with respect to their designated ownership in the parcels that are subject to this amendment to the November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).

12. **Signed Amendment to November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).** All parties to this amendment agree that they will sign this document which can be done in counterparts before a notary public so that only one complete document will be submitted for recording with the Sonoma County Recorder's Office and recorded copies delivered to all parties to this agreement.

IN WITNESS WHEREOF, these parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) have hereunto set their hands on the day first written above.

By: _____
Albert Merck as Trustee

Dated: _____

By: _____
Margo Merck as Trustee

Dated: _____

By: _____
Jeffrey P. Harris

Dated: _____

By: _____
Brigid J. Harris

Dated: _____

By: _____
Stephen W. Hawkes as Trustee

Dated: 2/10/18

ACKNOWLEDGMENT

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

State of California)
County of SONOMA)

On Feb. 10, 2018 before me, MARIA VILLARREAL, Notary Public
(insert name and title of the officer)

personally appeared Stephen W. Hawkes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Maria Villarreal*



By: _____
Paula S. Hawkes as Trustee

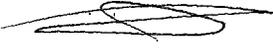
Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By:  _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: 2/2/18

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

By: _____
Paula S. Hawkes as Trustee

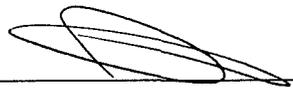
Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By:  _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: 8/16/18

** please see attached for most recent and updated acknowledgment form.*

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

*or
8/16/18*

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

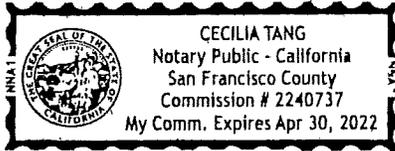
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco

On August 16, 2018 before me, Cecilia Tang, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William P. Dougherty
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Road Maintenance Agreement

Document Date: no date Number of Pages: 7

Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: William P. Dougherty

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

By: _____
Paula S. Hawkes as Trustee

Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: _____

By: A. George Battle
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: 8-20-18

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

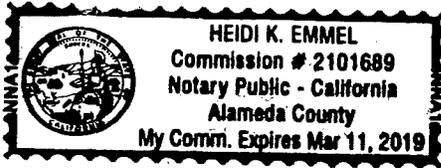
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ALAMEDA)
On 20, AUG. 2018 before me, HEIDI K. EMMEL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared A. GEORGE BATTLE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO AGREEMENT Document Date: 20, AUGUST, 2018
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

By: _____
Paula S. Hawkes as Trustee

Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

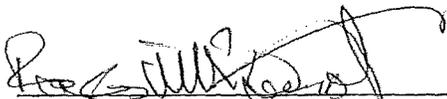
Dated: _____

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: _____

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By:  _____
Roger McDermott as Trustee

Dated: July 27 2016

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Sonoma
On 2/27/18 before me, Cynthia McAnulty, Notary
Date Here Insert Name and Title of the Officer
personally appeared Roger McDermott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Cynthia McAnulty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Sonoma County Assessor Parcels
Document Date: 2/27/18 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

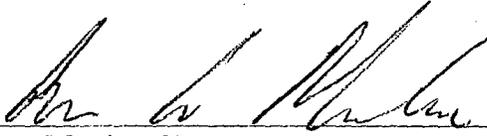
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

- i. Exhibit "B9" is the legal description of the Rawah property, Assessor Parcel Number 131-260-027-000.

11. Warranty to Sign. All parties warrant that they have authority to sign this document before a notary public with respect to their designated ownership in the parcels that are subject to this amendment to the November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association).

12. Signed Amendment to November 7, 1994 Recorded Road Maintenance Agreement (Toby Lane Association). All parties to this amendment agree that they will sign this document which can be done in counterparts before a notary public so that only one complete document will be submitted for recording with the Sonoma County Recorder's Office and recorded copies delivered to all parties to this agreement.

IN WITNESS WHEREOF, these parties (Merck, Harris, Hawkes, Palatella, MA Properties, Treehouse, McDermott, Martin, and Rawah) have hereunto set their hands on the day first written above.

By: 
Albert Merck as Trustee

Dated: Feb 9, 2018

By: 
Margo Merck as Trustee

Dated: FEB 9 / 2018

By: _____
Jeffrey P. Harris

Dated: _____

By: _____
Brigid J. Harris

Dated: _____

By: _____
Stephen W. Hawkes as Trustee

Dated: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sonoma }

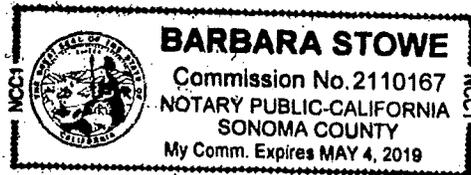
On 2/01/2013 before me, Barbara Stowe, Notary Public
(Here insert name and title of the officer)

personally appeared Albert Will Merck JR,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Barbara Stowe
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Road Agreement
(Title or description of attached document)
Amended
(Title or description of attached document continued)
 Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sonoma }

On 2/1/2018 before me, Barbara Stowe, Notary Public,
(Here insert name and title of the officer)

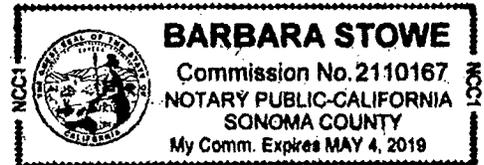
personally appeared Margo E. Merrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Barbara Stowe
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Road Agreement
(Title or description of attached document)

Amendment
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

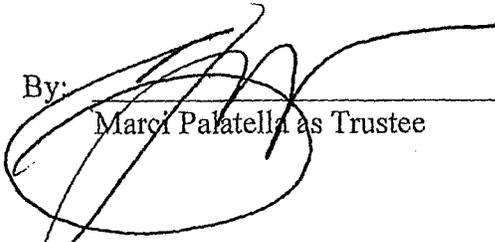
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

By: _____
~~Lou Palatella as Trustee~~

Dated: _____

By: _____
Marc Palatella as Trustee



Dated: FEB 2, 2018

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: _____

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: _____
Rawah Vineyards, LLC

Dated: _____

ACKNOWLEDGMENT

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

State of California
County of SAN FRANCISCO

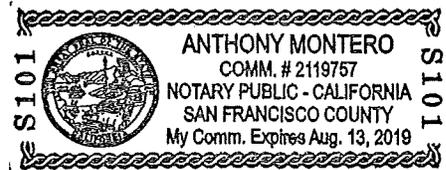
On FEBRUARY 2, 2018 before me, ANTHONY MONTERO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARCI PALATELLA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Anthony Montero (Seal)



By: _____
Paula S. Hawkes as Trustee

Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

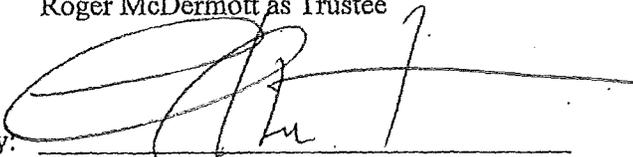
Dated: _____

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By: _____
Roger McDermott as Trustee

Dated: _____

By: 
Charlie Martin

Dated: 2-15-18

By: _____
Rawah Vineyards, LLC

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California)SS
COUNTY OF Marin)

On February 15, 2018, before me, Arlene A. Van Craeynest, Notary Public, personally appeared Charlie Martin

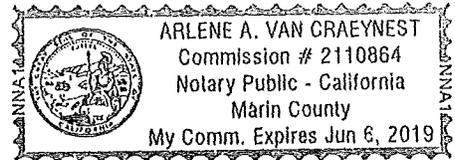
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Arleen A. Van Craeynest



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

By: _____
Paula S. Hawkes as Trustee

Dated: _____

By: _____
Lou Palatella as Trustee

Dated: _____

By: _____
Marci Palatella as Trustee

Dated: _____

By: _____
MA Properties, LLC
By William P. Dougherty, CFO of Manager

Dated: _____

By: _____
A. George (Skip) Battle for
Treehouse Vineyards, LLC

Dated: _____

By: _____
Roger McDermott as Trustee

Dated: _____

By: _____
Charlie Martin

Dated: _____

By: *Shirley Ann - CFO*
Rawah Vineyards, LLC

Dated: *2/6/18*

Shirley Ann

ACKNOWLEDGMENT

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

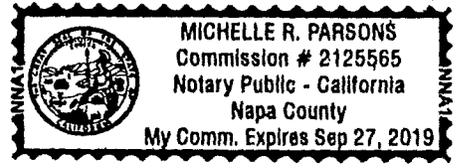
State of California
County of SOLANO

On Feb 6, 2018 before me, Michelle R. Parsons, Notary Public
(insert name and title of the officer)

personally appeared Rickie L. Pina
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Michelle R. Parsons (Seal)

EXHIBIT "A"

Recording requested by and
when recorded mail to:

JAMES R. MAZZONI, JR.
PASSALACQUA, MAZZONI & GLADDEN
P.O. Box 485
Healdsburg, CA 95448



1994 0125972

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

AT REQUEST OF

11/07/1994

FEE: \$
TT: \$

61.00
00

13:48:08

PAS:

PAID

18

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of September, 1994, but specifically made effective as of July 1, 1994, by and among SILVER OAK CELLARS, a partnership, hereinafter referred to as SILVER OAK, ESTATE OF H. T. HILLIARD, DECEASED and JEANNE WILLI HILLIARD, hereinafter referred to as HILLIARD, RICHARD P. GODWIN and REATHA T. GODWIN, husband and wife, hereinafter referred to as GODWIN, ALBERT MERCK and MARGO MERCK, husband and wife, ESTATE OF ELSON L. FLORA, DECEASED, hereinafter referred to as FLORA, and ROBERT GORDON and LOIS GORDON, husband and wife, hereinafter referred to as GORDON;

WITNESSETH:

WHEREAS, the parties to this Agreement are the Owners of real property and of a right of way for foot and vehicular traffic purposes, as set forth in Exhibit A, attached hereto, and incorporated herein by reference; and

WHEREAS, the parties hereto, as property owners benefitted by said right of way, desire to establish an efficient procedure for the orderly maintenance and repair and improvements for said right of way, with the cost thereof to be shared among them;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto hereby agree as follows:

1. Shared Costs. The parties to this Agreement shall share in all items of

direct costs and expense reasonably and necessarily incurred for the maintenance and repair and improvement of the right of way, the subject of this Agreement. In this regard, it is further agreed among the parties to this Agreement that in making the allocation of costs to be shared by each of them commencing July 1, 1994, that the usage of the right of way by each party to this Agreement, shall be based upon the location of their respective properties in relation to said right of way plus the number of residences, undeveloped but separate saleable parcels, and units of business, including vineyards, cattle and horse operations located and maintained on each of their properties. The following definitions as to units of usage shall apply:

a. Residence equals one (1) usage unit per residential unit per ownership parcel; A "residential unit" does not include sheds, stables, tents and other similar type facilities and each party to this Agreement agrees to not allow such type facilities for housing. Further, a guest house facility used strictly for temporary guests on a non-rental basis shall not be considered to be a separate residential unit.

b. Vacant Lot: One-quarter ($\frac{1}{4}$) usage unit for a vacant or undeveloped lot or parcel of land equally capable of being sold to a third party. This provision is intended to cover any vacant lot present or future resulting from the subdivision of parcels of land owned by the signatories to this Agreement.

c. Vineyards: One-quarter ($\frac{1}{4}$) usage, or a fraction thereof if applicable, per each four hundred seventy five (475) grapevines or fraction thereof planted. For example: A landowner with a total vine count of 10,000 would be assigned 8.25 units.

d. Livestock: One-quarter ($\frac{1}{4}$) unit for each five (5) head of cattle or fraction thereof in excess of the first five (5) head of cattle, provided, however,

that the transport of said livestock involves the right of way, the subject of this Agreement.

e. Horses: One-quarter ($\frac{1}{4}$) usage unit for each five (5) horses or fraction thereof in excess of the first five (5) horses.

f. New Business: If, in the future, a parcel owner subject to the terms of this Agreement should commence a business or use that does not fall into any of the categories immediately hereinbefore mentioned, one (1) full usage unit shall automatically be assigned to said landowner until changed by a fifty one percent (51%) vote of the parties bound by this Agreement at their next annual meeting.

2. Division of Shared Costs in Accordance to Usage of Particular Segments of Right of Way. The location of the right of way, the subject of this Agreement, is such that it can be divided into four (4) separate segments based upon the use by the parties to this Agreement, said segments being defined as follows:

a. The first segment, hereinafter designated as Segment I, is described generally as commencing at that public Sonoma County road known as Chalk Hill Road, and thence running in a generally easterly direction along said right of way to a point where it intersects with a private secondary road used by GORDON for access to the GORDON property;

b. The second segment, hereinafter referred to as Segment II, is generally described as running from the aforesaid GORDON access point to the entrance to the FLORA residence located on the FLORA property;

c. The third segment, hereinafter referred to as Segment III, is generally described as that portion of the right of way running from the entrance to the FLORA residence to the access road to GODWIN's horse arena; and

d. The fourth and final segment, hereinafter referred to as Segment IV, is generally described as that portion of the right of way running from the

termination point of Segment III to the present access road to the SILVER OAK parcel of land.

It is acknowledged and agreed by the parties hereto that Segment I, as hereinbefore defined, is to be used by all six (6) parties to this Agreement for access to their respective parcels, whereas, Segment II is to be used by FLORA, GODWIN, HILLIARD and SILVER OAK for access to their respective parcels. Segment III is to be used by GODWIN, HILLIARD and SILVER OAK for access to their respective parcels, whereas, Segment IV is to be used by HILLIARD and SILVER OAK for access to their respective parcels.

Based upon the division of usage of the four (4) segments of the right of way, as hereinbefore defined, and incorporating therein the usage units, also as hereinbefore defined, it is further agreed by the parties hereto that as of the execution of this Agreement, the usage units of each of the parties are as follows:

GORDON - one (1) residence and nine thousand (9,000) grapevines; 4.25 usage units;

MERCK - one (1) vacant lot; 1/4 usage unit;

FLORA - three (3) residences, five (5) vacant lots; 4.25 usage units;

GODWIN - two (2) residences, ten thousand four hundred thirty four (10,434) grapevines, two (2) horses; 7.5 usage units;

HILLIARD - four (4) residential units, twelve hundred (1,200) grapevines, forty (40) horses; 8.5 usage units;

SILVER OAK - nineteen thousand (19,000) grapevines; 10 usage units.

3. Proportionate Share of Maintenance, Repair and Improvement Costs.

Based upon the extent of usage and the number of usage units of each of the parties hereto, as hereinbefore set forth, it is agreed that the cost and expenses of maintaining, repairing and improving the right of way for each of the four (4)

segments, as said segments are hereinbefore defined, shall be as follows:

a. As to Segment I, GORDON: 17%, MERCK: 1%, FLORA: 12%, GODWIN: 22%, HILLIARD: 19%, SILVER OAK: 29%;

b. As to Segment II, FLORA: 15%, GODWIN: 27%, HILLIARD: 23%, SILVER OAK: 35%;

c. As to Segment III, GODWIN: 31%, HILLIARD: 27%, SILVER OAK: 42%;

d. As to Segment IV, HILLIARD: 39%, SILVER OAK: 61%.

It is specifically understood and agreed by the parties to this Agreement that should any additional residences, agricultural or other activities increase or decrease over that number of same presently maintained by each of the parties hereto, then the percentages set forth in this paragraph shall be adjusted on an annual basis so that each owner shall bear that percentage of road maintenance and improvement costs and expenses in accordance with the revised number of usage units, as determined by fifty one percent (51%) of the parties to this Agreement as regards repairs and maintenance, and sixty five percent (65%) of said parties as regards improvement costs. If any of the present properties are subdivided, or if already subdivided, but the subdivided lots are presently unsold, non-gifted or non-leased, then in any event, each new owner of such subdivided parcels of land owned by the present signatories to this Agreement shall be bound by the terms and conditions of this Agreement, and the percentages of usage, as presently set forth in this Agreement, shall be amended to include such new owner(s) and the degree of responsibility as same is computed in accordance with the formulas herein used.

4. "Maintenance and Repair", "Improvement" - Definitions. In this Agreement "Improvement" means betterment of the right of way beyond its previously attained highest level of amenity and utility. In this Agreement,

"Maintenance and Repair" means remedial work undertaken to restore or to sustain, but not to exceed, the right of way's previous level of improvement, i.e., resurfacing, repair of chukholes and culverts, erosion control, grass cutting, periodic pruning, signs and safety devices, and other similar type maintenance work.

6. Meetings.

a. Any of the property owners may upon ten (10) days' written notice to the other property owners, call a meeting of the property owners to determine whether repairs and maintenance or improvements should be made as described herein. One (1) annual meeting of the property owners must occur on the second Saturday of each May, the first such meeting to be held at the Godwin residence and a chairman shall be selected who shall be responsible for ensuring the completion of the work voted to be done on the roadway and who will also be responsible for selecting the site of the next annual meeting and for sending a thirty (30) day notice in advance of the time and place of the meeting. The purpose of the annual meeting will be to determine the necessary repair, maintenance and/or improvement of the road during that same calendar year.

b. The owners of a fifty one percent (51%) of the described properties shall constitute a quorum. Any property owner may give another adult person a written proxy to represent and vote for him or her at any meeting of the property owners. If any of the subject properties are subdivided, the subsequent third party owners of each new parcel shall become a property owner for purposes of this Agreement and shall be allocated one (1) vote per owner of each said new parcel. The affirmative votes of the ownership interest of fifty one percent (51%) of the parcels shall be necessary to authorize maintenance and repair to the roadway and sixty five percent (65%) for improvements to the roadway on each segment of the

right of way, and shall bind all of the property owners to pay their respective assessments as provided herein. Upon a determination to do repair or maintenance work, or to make improvements, the chairman shall be responsible for computing the approximate assessment allocable to each property owner and give him/her written notice of same. Each property owner shall then within ten (10) days contribute twenty five percent (25%) of their share of the estimated cost, another fifty percent (50%) when half the work is done, and the remaining twenty five percent (25%) upon completion of the project. All payments shall be made to the chairman designated at the previous annual meeting of the property owners who shall then be responsible for paying the workmen and/or contractors performing the work. Notwithstanding the immediately foregoing, however, any improvement, and the cost thereof, to be made to the right of way, including relocation of the existing roadway, as opposed to maintenance and repair of the right of way, shall require a sixty five percent (65%) concurrence of those named responsible owners of the Segment of that portion of the right of way the subject of such proposed improvement.

c. Any assessment required to be paid by any property owner hereunder, if not paid within thirty (30) days' written notice of same to said property owner, shall be in default, shall bear interest at the rate of ten percent (10%) per annum, and shall be a lien against the property of the owner in default. The other property owners are hereby empowered to document and record said lien and require payment thereof, plus costs, as provided by law. In addition to any other remedies provided by law, said owners may sue to enforce an assessment obligation against the defaulting property owner and the judgment rendered in any such action shall include a sum for reasonable attorneys' fees and court costs incurred.

6. Notices. Any notice required to be given to a property owner as provided

herein shall be given in one of the following ways:

- a. By personally delivering said notice;
- b. By mailing said notice, postage prepaid, addressed to said property owners, at such address as the owner has given to the other property owners for purposes of notice, or, if none be given, then as it appears on the Assessor's Records of Sonoma County, as of the date notice was given.

7. Amendment. This Agreement may be amended or modified in any respect from time to time by an affirmative vote of not less than fifty one percent (51%) of the property owners named herein or in any Addendum to this Agreement, but a one hundred percent (100%) vote for the property owners shall be required to revoke this Agreement.

8. Damage to Right of Way. Should any of the property owners, or a guest, employee, or agent, or independent contractor of said property owners, cause damage to the right of way, said property owner shall forthwith repair and restore the right of way to its original state immediately prior to the damage, or be subject to the lien provisions of paragraph 5(c) should the other property owners be required to pay for such repair or restoration. In the event of a dispute concerning that property owner responsible for the cause of damages, a fifty one percent (51%) vote of the property owners shall be determinative and binding.

9. Personal Injury and Property Damage Liability. Any liability of the property owners for personal injury for any person who is employed to maintain and repair or improve the right of way under this Agreement, or to third persons, as well as any liability of said owners for damage to the property of any said persons, as a result of or arising out of repairs and maintenance or improvements done under this Agreement, shall be borne, as among the property owners, in the same percentages as they bear the costs and expenses for such repairs and maintenance

or improvements. Each of the property owners shall be responsible for and maintain his/her own insurance, if any.

By this Agreement, the property owners do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to authorized repairs and maintenance or improvements undertaken under this Agreement for the right of way described in each of said owners' property deeds.

10. Alternate Relief. In the event that any property owner bound by this Agreement desires repairs or maintenance on the right of way and cannot obtain the concurrence of a total of fifty one percent (51%) of those property owners bound by this Agreement within sixty (60) days after written request for such concurrence, said property owner shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof, as if this Agreement were not in effect.

11. Additional Property Owner. Any property owner of lands to which such right of way is attached who is not bound by this Agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owner shall be subject to all of the benefits and duties herein. Notwithstanding the immediately foregoing, however, should any of the present property owners subdivide their present properties, or in the event such property owner has already done so as of the date of this Agreement, then any owners of such subdivided lots must be bound by the terms and conditions of this Agreement.

12. Costs. In the event support costs are incurred for engineering, environmental, legal, rentals and other work related to the road (including the preparation and review of this Agreement), all as approved by fifty one percent (51%) of the property owners to the Agreement, shall be apportioned in accordance

with the terms of this Agreement.

13. Recording. It is agreed by the parties hereto that this Agreement may be recorded in the office of the County Recorder for the County of Sonoma.

14. Appurtenant Rights and Duties: The rights, duties and obligations hereby created shall be appurtenant to the respective properties of the property owners according to this Agreement.

15. Binding Effect. This Agreement shall apply to and bind the heirs, successors, executors, administrators and assigns of each and every party hereto.

16. Attorneys' Fees. In the event suit shall be brought because of the breach of any covenant herein contained by any party hereto, the party prevailing in such suit shall be entitled to reasonable attorneys' fees, which fees shall be paid by the unsuccessful party or parties.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement.

IN WITNESS WHEREOF, these parties have hereunto set their hands on the day and year first above written.

SILVER OAK CELLARS, a partnership

By Justin R Meyer
Managing Partner

ESTATE OF H. T. HILLIARD, DECEASED

By _____
Authorized Representative

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Jeanne Willi Hillard

Richard P. Godwin

Reatha T. Godwin

Albert Merok
Albert Merok

Margo Merok
Margo Merok

Robert Gordon

Lois Gordon

ESTATE OF ELSON L. FLORA, DECEASED

By _____
Authorized Representative

EXHIBIT A

Description of Right of Way:

A twenty five (25) foot widening to a fifty (50) foot public utility and private road easement for foot and vehicular traffic and utilities over and across and/or serving the following properties:

(1) Lands of Silver Oak: Sonoma County Assessor's Parcel No. ~~132-120-22~~;

(2) Lands of H. T. Hilliard and Jeanne Will Hilliard: Sonoma County Assessor's Parcel No. 132-120-02 and 130-130-03;

(3) Lands of Richard P. Godwin and Reatha T. Godwin, Sonoma County Assessor's Parcel No. 132-120-18;

(4) Lands of Elson L. Flora, Sonoma County Assessor's Parcel Nos, 132-120-22, 23, 24;

(5) Lands of Robert Gordon and Lois Gordon, Sonoma County Assessor's Parcel No. 132-120-017

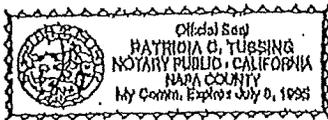
(6) Lands of Albert Merok and Margo Merok, Sonoma County Assessor's Parcel No. _____

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

ss

On this 27th day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared JUSTIN R. MEYER, managing partner of Silver Oaks, a partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Patricia C. Tussing
Notary Public in and for said State

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

ss

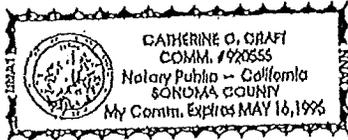
On this ___ day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, authorized representative of the Estate of H. T. Milliard, Deceased, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public in and for said State

STATE OF CALIFORNIA)
COUNTY OF SONOMA) ss

On this 11th day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeanne Willi Hilliard, individually, and as the Authorized Representative of the Estate of R. A. Hilliard, Decedent, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

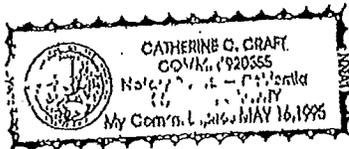
Catherine C. Craft
Notary Public in and for said State



STATE OF CALIFORNIA)
COUNTY OF SONOMA) ss

On this 11th day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard P. Godwin and Reatha T. Godwin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Catherine C. Craft
Notary Public in and for said State



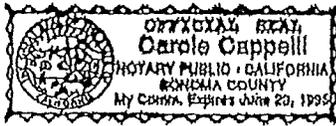
STATE OF CALIFORNIA)
) SS
COUNTY OF SONOMA)

1994

On this 1st day of September, before me, the undersigned, a Notary Public in and for said State, personally appeared James C. Monroe, authorized representative of the Estate of Elson L. Flora, Deceased, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Carole Cappelli

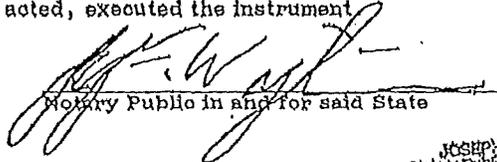
Notary Public in and for said State



J:\DRH\0004711.ADR
8-31-94

NEW YORK
STATE OF CALIFORNIA)
NEW YORK) SS
COUNTY OF SONOMA)

On this 9 day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert Merck and Margo Merck, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.


Notary Public in and for said State

JOSEPH F. WICK
Notary Public, State of New York
No. 41-200918a
Qualified in Queens County
Commission Expires March 6, 1995

STATE OF CALIFORNIA)
COUNTY OF SONOMA) SS

On this ___ day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Gordon and Lois Gordon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Public in and for said State

STATE OF CALIFORNIA)
COUNTY OF SONOMA) SS

On this ___ day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert Merok and Margo Merok, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Notary Public in and for said State

STATE OF CALIFORNIA)
SAN FRANCISCO) SS
COUNTY OF SONOMA)

On this ^{October 21} ~~19th~~ day of September, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Gordon and Lois Gordon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Shirley A. Soares

Notary Public in and for said State

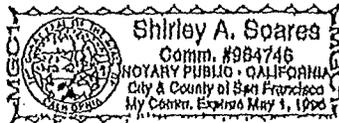


EXHIBIT "B"

EXHIBIT "B1"

EXHIBIT "A"

Parcel One:

Lot No 5, as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18.

Parcel Two:

An easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" along and through Lots 3 and 4, as shown upon said map.

Parcel Three:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows

That portion of Parcels One, Two and five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the Southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said Southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.68 feet; thence North 73° 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road

Provided, however, that this conveyance is made subject to certain declaration of restrictions executed by Elson L. Flora, recorded January 17, 1991, under Document No. 1991 0004541, Sonoma County Records

Exempting the following real property transferred pursuant to a Lot Line Adjustment:

All that real property situated in the unincorporated area of the County of Sonoma, State of California, being a portion of the land as described by deed recorded February 4, 2003, under Document Number 2003-022325, Sonoma County Records, and being

particularly described as follows:

Beginning at the most northerly corner of Lot 5, as said lot, is shown and delineated on that map entitled "Tract No. 880, Flora Subdivision", filed January 17, 1991, in Book 469 of maps, at Pages 13-18, Sonoma County Records; thence from said point of beginning, along the northeasterly line of said Lot 5, S 67°26'41" E, 196.55 feet, to a ½ inch Iron Pipe, tagged "LS 4207"; thence continuing along said northeasterly line, S 38°01'23" E, 420.35 feet; thence S 04°16'19" E, 260.78 feet; thence leaving said line and approximately following the existing flow line of an existing Winter Creek, the following courses: N 28°12'57" W, 66.68 feet, thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 28°38'53", an arc length of 25.00 feet; thence N 56°51'50" W, 77.18 feet, thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 60°40'04", an arc length of 52.94 feet; thence N 03°48'15" E, 106.84 feet; thence N 11°51'21" E, 76.93 feet; thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 94°13'51", an arc length of 82.23 feet; thence N 82°22'31" W, 45.92 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 40.00 feet, through a central angle of 45°49'49", an arc length of 32.00 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 175.00 feet, through a central angle of 32°09'15", an arc length of 98.21 feet; thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 60.00 feet, through a central angle of 74°38'38", an arc length of 78.17 feet; thence along the arc of a non tangent curve to the left, from a tangent that bears S 48°58'55" W, with a radius of 105.00 feet, through a central angle of 41°40'07", an arc length 76.36 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 40.00 feet, through a central angle of 76°02'05", an arc length of 52.38 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 200.00 feet, through a central angle of 25°10'08", an arc length of 87.86 feet; thence N 49°56'59" W, 66.46 feet; then N 02°25'50" E, 61.78 feet; thence N 09°35'12" E, 32.98 feet, to a point on the northwesterly line of said Lot 5, which bears S 44°39'25" W, 69.42 feet, from the point of beginning; thence N 44°39'25" E, 69.42 feet, to the point of beginning.

Containing 1.52 acres, more or less

A Portion of APN 132-260-005

The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the lands as described by deed recorded February 4, 2003, under Document Number 2003-022325, Sonoma County Records, (APN 132-260-005), with the lands as described by deed recorded February 4, 2003, under Document Number 2003-022326, Sonoma County Records, (APN 132-260-006).

This deed is pursuant to LLA08-0045 on file in the office the Sonoma County Permit & Resource Management Department. It is the express intent of the signators herelo that the recordation of this deed extinguishes any underlying parcels or portions of parcels.

EXHIBIT "A"

This deed is made and accepted and the real property described is hereby granted subject to the Declaration of Covenants, Conditions and Restrictions which document was recorded January 17, 1991, under Document No 1991 0004544, Sonoma County Records; and the Covenant for Repair and Maintenance of Private Road, which document was recorded January 19, 1991, under Document No. 1991 0004545, Sonoma County Records, and each and all of the matters set forth therein, said Declaration and Covenant being incorporated by reference herein and made a part hereof and expressly imposed upon the real property hereby granted by reference thereto with the same force and effect as though fully set forth at length hereat.

Parcel One:

Lot No. 6 as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at Pages 13 - 18

Reserving therefrom, as appurtenant to Lots 2, 7, 8 and 9 of said Subdivision, that easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" lying within said Lot 6, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

Also reserving therefrom an appurtenant, apportionable, non-exclusive general utility easement for the lands of grantor for the installation, repair and maintenance of utility transportation lines including but not limited to above ground or aerial electric wires and telephone lines within that area described as follows:

A strip of land twenty feet (20.00') in width right angle measurement, within and along the Northwest line of Lot 6 as shown on the Map Tract No. 880, Flora Subdivision as filed in Book 469 of Maps at pages 13 through 18, Sonoma County Records.

The Northwestern line of said strip begins at the most Westerly point of Lot 6, being a common corner with Lot 5, marked by a 1/2 inch iron pipe tagged L.S. 4207; thence North 44° 39' 25" East, 1,175.00 feet along the Northwestern line of Lot 6 and there terminates.

Parcel Two:

An easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" along and through Lots 3, 4 and 5, as shown upon said map.

Parcel Three:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two and five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.88 feet; thence North 73° 45' 55" West, 1189 feet, more or less; to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road

Including the following real property acquired by Lot Line Adjustment as follows:

All that real property situated in the unincorporated area of the County of Sonoma, State of California, as described by deed recorded February 4, 2003, under Document Number 2003-022325, Sonoma County Records, and being particularly described as follows:

Beginning at the most northerly corner of Lot 5, as said lot, is shown and delineated on that map entitled "Tract No. 880, Flora Subdivision", filed January 17, 1991, in Book 469 of maps, at Pages 13-18, Sonoma County Records; thence from said point of beginning, along the northeasterly line of said Lot 5, S 67°26'41" E, 196.55 feet, to a 1/2 inch Iron Pipe, tagged "LS 4207"; thence continuing along said northeasterly line, S 38°01'23" E, 420.35 feet; thence S 04°16'19" E, 260.78 feet; thence leaving said line and approximately following the existing flow line of an existing Winter Creek, the following courses: N 28°12'57" W, 66.68 feet, thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 28°38'53", an arc length of 25.00 feet; thence N 58°51'50" W, 77.18 feet, thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 60°40'04", an arc length of 52.94 feet; thence N 03°48'15" E, 106.84 feet; thence N 11°61'21" E, 76.93 feet; thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 50.00 feet, through a central angle of 94°13'51", an arc length of 82.23 feet; thence N 82°22'31" W, 45.92 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 40.00 feet, through a central angle of 45°49'49", an arc length of 32.00 feet; thence along the arc of a curve to the right, tangent with the last preceding course, with a radius of 175.00 feet, through a central angle of 32°09'15", an arc length of 98.21 feet; thence along the arc of a curve to the left, tangent with the last preceding course, with a radius of 60.00 feet, through a central angle of 74°38'38", an arc length of 78.17 feet; thence along the arc of a non tangent curve to the left, from a tangent that bears S 48°58'55" W, with a radius of 105.00 feet, through a central angle of 41°40'07", an arc length 76.36 feet; thence along the arc of a curve to the right, tangent with the last preceding

course, with a radius of 40.00 feet, through a central angle of 75°02'05", an arc length of 52.38 feet; thence along the arc of a curve to the right, tangent with the last proceeding course, with a radius of 200.00 feet, through a central angle of 25°10'08", an arc length of 87.88 feet; thence N 49°56'59" W, 66.46 feet; then N 02°25'50" E, 61.78 feet; thence N 09°35'12" E, 32.98 feet, to a point on the northwesterly line of said Lot 5, which bears S 44°39'25" W, 69.42 feet, from the point of beginning; thence N 44°39'25" E, 69.42 feet, to the point of beginning.

Containing 1.52 acres, more or less

A Portion of APN 132-260-005

The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the lands as described by deed recorded February 4, 2003, under Document Number 2003-022325, Sonoma County Records, (APN 132-260-005), with the lands as described by deed recorded February 4, 2003, under Document Number 2003-022326, Sonoma County Records, (APN 132-260-006).

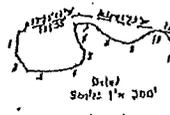
This deed is pursuant to LLA08-0045 on file in the office of the Sonoma County Permit & Resource Management Department. It is the express intent of the signatories hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels.

COUNTY ASSESSOR'S PARCEL MAP

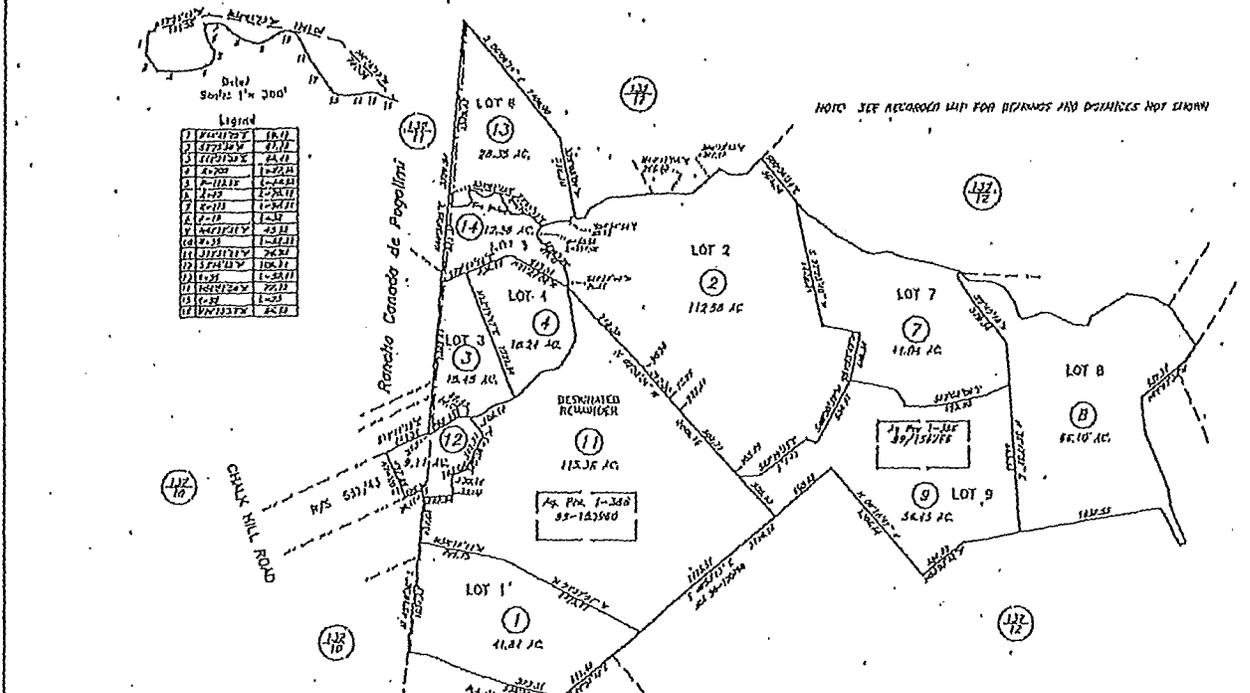
TAX RATE AREA
051-006

132-26

FLORA SUBDIVISION
RCC, 01-17-1991 BY DR-168, MAPS, PAGES 13-16



Lot	Area
1	18.00
2	24.00
3	24.00
4	24.00
5	24.00
6	24.00
7	24.00
8	24.00
9	24.00
10	24.00
11	24.00
12	24.00
13	24.00
14	24.00
15	24.00
16	24.00
17	24.00
18	24.00
19	24.00
20	24.00
21	24.00
22	24.00
23	24.00
24	24.00



SCALE: 1"=100'

REVISION
03-25-91=10-16
10-20-91=CORR-01
10-02-95=12-17
02-18-00=A3-01
02-23-00=A3-04
02-01-10-11-111
08-25-12-19A-KU

NOTICE: This map was prepared for the Assessment purposes only and does not constitute a title guarantee. It is not intended to be used as a title guarantee. The Assessor is not responsible for the accuracy of the information contained in this map. The Assessor is not responsible for the accuracy of the information contained in this map.

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

Assessor's Map Bk. 132, Pg. 26
Sonoma County, Calif. (RCC)
STY 01/13/91 17

EXHIBIT "B2"

Escrow No.: 12-490506836Z-LQH
Locate No.: CAFNT0949-0949-0005-490506836Z
Title No.: 12-490506836Z-CD

EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Parcel One:

Lot No. 3 as shown upon the map of Flora Subdivision, Tract NO. 880, filed for record January 17, 1991 in the office of the Sonoma County Recorder in Book 469 of Maps, at Pages 13 through 18, Sonoma County Records.

Parcel Two:

A non-exclusive private road and public utilities easement.

That portion of Parcels One, Two, and Five, as described in the deed to Elson L. Flora recorded as Document no. 85029968, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged LS 2798 on the southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped LS 2798 bears North 44°39'25" East, 3779.78 feet as shown upon Parcel Map Number MS 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said southeasterly boundary of the Sotoyome Rancho, South 45°10'38" West, 4.96 feet to the true point of beginning; thence North 81°00'43" West, 12.27 feet; thence North 78°16'51" West, 353.68 feet; thence North 73°45'55" West, 1189 feet, more or less to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

APN: 132-260-003

State of California
County of Sonoma

On ~~July~~ ^{August} 8, 2012 before me, LQ Hudson, Notary Public (here insert name and title of the officer), personally appeared Leland K. Smith and Kathryn R. Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



EXHIBIT "B3"

Order No.: 148005-RP

LEGAL DESCRIPTION

The land herein referred to is situated in the State of California, County of Sonoma, UNINCORPORATED AREA, and is described as follows:

PARCEL ONE:

BEING A PORTION OF THE LANDS OF THE HEIRS OR DEVISEES OF ELSON L. FLORA, DECEASED, DESCRIBED AS THE DESIGNATED REMAINDER PARCEL ON THE MAP OF FLORA SUBDIVISION, TRACT NO. 880, RECORDED IN BOOK 469 OF MAPS AT PAGES 13-18, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PARCEL OF LAND DESIGNATED "DESIGNATED REMAINDER", AS SHOWN UPON THE MAP OF FLORA SUBDIVISION, TRACT NO. 880, FILED FOR RECORD JANUARY 17, 1991 IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 469 OF MAPS, AT PAGES 13-18.

EXCEPTING THEREFROM

THAT PORTION OF SAID "DESIGNATED REMAINDER" DESIGNATED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE STAMPED LS 4793 SET ON THE NORTHWESTERLY LINE OF SAID "DESIGNATED REMAINDER" NORTH 44° 15' 35" EAST 485.19 FEET FROM THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID "DESIGNATED REMAINDER" NORTH 44° 15' 35" EAST 579.03 FEET TO A 1/2" IRON PIPE STAMPED LS 4207 BEING A POINT ON THE NORTHERLY LINE OF SAID "DESIGNATED REMAINDER" AND SHOWN ON THAT RECORD OF SURVEY RECORDED IN THE SONOMA RECORDER'S OFFICE IN BOOK 520 OF MAPS AT PAGE 36; THENCE SOUTH 81° 56' 16" EAST 280.39 FEET (SOUTH 81° 00' 45" EAST 280.13 FEET MAP OF FLORA SUBDIVISION) ALONG THE NORTHERLY LINE OF SAID "DESIGNATED REMAINDER" PARCEL TO A 1/2" IRON PIPE STAMPED LS 2798; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID "DESIGNATED REMAINDER" ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 137.50 FEET, THROUGH A CENTRAL ANGLE OF 28° 26' 24", AN ARC DISTANCE OF 68.25 FEET; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID "DESIGNATED REMAINDER" SOUTH 53° 29' 52" EAST 62.55 FEET TO A 1/2" IRON PIPE STAMPED LS 4793; THENCE SOUTH 2° 41' 25" EAST 208.68 FEET TO A 1/2" IRON PIPE STAMPED LS 4793; THENCE SOUTH 65° 30' 43" WEST 372.74 FEET TO A 1/2" IRON PIPE STAMPED LS 4793; THENCE NORTH 75° 10' 41" WEST 143.06 FEET TO A 1/2" IRON PIPE STAMPED LS 4793; THENCE SOUTH 30° 32' 29" WEST 130.1 FEET; THENCE SOUTH 40° 20' 57" WEST 33.09 FEET TO A 1/2" IRON PIPE STAMPED LS 4793; THENCE NORTH 57° 42' 41" WEST 282.98 FEET TO SAID POINT OF BEGINNING.

RESERVING THEREFROM, AS APPURTENANT TO LOTS 1 THRU 9 OF SAID FLORA SUBDIVISION, THAT EASEMENT FOR PRIVATE ROAD AND PUBLIC UTILITY PURPOSES DESIGNATED "25' PUBLIC UTILITY & PRIVATE ROAD EASEMENT" LYING WITHIN THE "DESIGNATED REMAINDER" PARCEL AS SHOWN UPON SAID MAP.

ALSO RESERVING THEREFROM AN EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY;

A STRIP OF LAND 35.00 FEET WIDE, 17.50 FEET ON BOTH SIDES OF A CENTER DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE TAGGED LS 4793 ON THE EASTERLY LINE OF LANDS OF THE COUNTY OF SONOMA (CHALK HILL ROAD) PER DEED RECORDED IN BOOK 3137 OF OFFICIAL RECORDS AT PAGE 701, SONOMA COUNTY RECORDS; WHICH SAID PIPE ALSO MARKS THE SOUTHWESTERLY CORNER OF THAT PARCEL DESIGNATED R1 1483 OR 299 AS SHOWN ON A RECORD OF SURVEY OF THE LANDS OF ELSON FLORA FILED IN BOOK 520 OF MAPS AT PAGE 36, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL DESIGNATED R1 1483 OR 299, S 74° 49' 09" E, 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE ABOVEDESCRIBED PARCEL 1; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1, N 15° 10' 51" E, 17.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIBED HEREIN.

THENCE FROM SAID POINT OF BEGINNING, PARALLEL TO AND 17.50 FEET NORTHERLY OF THE AFOREMENTIONED SOUTHERLY LINE OF THAT PARCEL DESIGNATED 41 1483 OR 299, S 74° 49' 09" E, 1070.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 41 1483 OR 299, WHICH SAID LAST MENTIONED POINT IS ALSO ON THE NORTHWESTERLY LINE OF THE DESIGNATED REMAINDER AS SHOWN ON THAT FINAL MAP ENTITLED TRACT NO. 880 FLORA SUBDIVISION, FILED IN BOOK 469 OF MAPS AT PAGES 13-18, SONOMA COUNTY RECORDS, AND BEARS S 45° 10' 38" W, 480.63 FEET FROM THE MOST WESTERLY CORNER OF LOT 3 AS SHOWN UPON SAID FINAL MAP; THENCE S 40° 14' 00" E, 209.25 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 13° 06' 00", A DISTANCE OF 91.46 FEET; THENCE S 53° 20' 00" E, 131.51 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 30' 00", A DISTANCE OF 133.08 FEET; THENCE S 22° 50' 00" E, 117.60 FEET; THENCE ALONG THE ARC OF TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 37° 10' 00", A DISTANCE OF 129.74 FEET; THENCE S 60° 00' 00" E, 13.17 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 00' 00", A DISTANCE OF 104.72 FEET; THENCE S 30° 00' 00" E, 1.88 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 40' 00", A DISTANCE OF 143.12 FEET; THENCE S 84° 40' 00" E, 25.87 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 61° 10' 00", A DISTANCE OF 106.76 FEET; THENCE S 23° 30' 00" E, 11.27 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 46° 10' 00" A DISTANCE OF 161.15 FEET; THENCE S 69° 40' 00" E, 332.15 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 10' 00", A DISTANCE OF 150.5 FEET; THENCE S 50° 30' 00" E, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 30' 00", A DISTANCE OF 89.88 FEET; THENCE S 01° 00' 00" W, 4.15 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47° 00' 00" A DISTANCE OF 90.23 FEET; THENCE S 46° 00' 00" E, 137.08 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 28° 00' 00", A DISTANCE OF 73.30 FEET; THENCE S 74° 00' 00" E, 156.83 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 40' 00", A DISTANCE OF 287.98 FEET; THENCE N 69° 20' 00" E, 220.99 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 164° 20' 00", A DISTANCE OF 143.41 FEET; THENCE S 53° 40' 00" W, 170.56 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 55° 20' 00", A DISTANCE OF 77.26 FEET; THENCE S 01° 40' 00" E, 45.04 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 150.00 FEET, THROUGH A

CENTRAL ANGLE OF 33° 20' 00", A DISTANCE OF 87.27 FEET; THENCE S 31° 40' 00" W, 114.09 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 10' 00", A DISTANCE OF 229.45 FEET; THENCE S 50° 30' 00" E, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 56° 40' 00"; A DISTANCE OF 98.90 FEET; THENCE N 72° 50' 00" E, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 33° 20' 00", A DISTANCE OF 58.18 FEET; THENCE S 73° 50' 00" E 212.11 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 99° 10' 00", A DISTANCE OF 173.08 FEET; THENCE N 07° 00' 00" E, 4.23 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 30' 00", A DISTANCE OF 143.99 FEET; THENCE N 89° 30' 00" E, 231.90 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 30' 00", A DISTANCE OF 152.72 FEET; THENCE S 28° 00' 00" E, 0.54 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 54' 00", A DISTANCE OF 22.46 FEET TO A POINT, DESIGNATED HEREIN AS POINT "A", THE POINT OF TERMINATION OF THE CENTERLINE DESCRIBED HEREIN.

PARCEL TWO:

EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A 1/2" IRON PIPE TAGGED LS 4793 ON THE EASTERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA (CHALK HILL ROAD) PER DEED RECORDED IN BOOK 3137 OF OFFICIAL RECORDS AT PAGE 701, SONOMA COUNTY RECORDS; WHICH SAID PIPE ALSO MARKS THE SOUTHWESTERLY CORNER OF THAT PARCEL DESIGNATED R1 1483 OR 299 AS SHOWN ON A RECORD OF SURVEY OF THE LANDS OF ELSON FLORA FILED IN BOOK 520 OF MAPS AT PAGE 36, SONOMA COUNTY RECORDS.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY LINE OF SAID PARCEL DESIGNATED R1 1483 OR 299, S 74° 49' 09" E, 200.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE AND PROCEEDING N 15° 10' 51" E, 50.00 FEET; THENCE PARALLEL TO AND 50 FEET NORTHERLY OF SAID SOUTHERLY LINE, N 74° 49' 09" W, 202.53 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF LAND OF THE COUNTY OF SONOMA; THENCE ALONG SAID EASTERLY LINE S 12° 16' 57" W, 50.06 FEET BACK TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL THREE:

EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 35.00 FEET WIDE, 17.50 FEET ON BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE TAGGED LS 4793 ON THE EASTERLY LINE OF LAND OF THE COUNTY OF SONOMA (CHALK HILL ROAD) PER DEED RECORDED IN BOOK 3137 OF OFFICIAL RECORDS AT PAGE 701, SONOMA COUNTY RECORDS; WHICH SAID PIPE ALSO MARKS THE SOUTHWESTERLY CORNER OF THAT PARCEL DESIGNATED R1 1483 OR 299 AS SHOWN ON A RECORD OF SURVEY OF THE LANDS OF ELSON FLORA FILED IN BOOK 520 OF MAPS AT PAGE 36, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL DESIGNATED R1 1483 OR 299, S 74° 49' 09" E, 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE ABOVEDESCRIBED PARCEL 1; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1, N 15° 10' 51" E, 17.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIBED HEREIN.

THENCE FROM SAID POINT OF BEGINNING, PARALLEL TO AND 17.50 FEET NORTHERLY
 OF THE AFOREMENTIONED SOUTHERLY LINE OF THAT PARCEL DESIGNATED 41 1483 OR
 299, S 74° 49' 09" E, 1070.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF
 SAID PARCEL 41 1483 OR 299, WHICH SAID LAST MENTIONED POINT IS ALSO ON THE
 NORTHWESTERLY LINE OF THE DESIGNATED REMAINDER AS SHOWN ON THAT FINAL MAP
 ENTITLED TRACT NO. 880 FLORA SUBDIVISION, FILED IN BOOK 469 OF MAPS AT
 PAGES 13-18, SONOMA COUNTY RECORDS, AND BEARS S 45° 10' 38" W, 480.63 FEET
 FROM THE MOST WESTERLY CORNER OF LOT 3 AS SHOWN UPON SAID FINAL MAP; THENCE
 S 40° 14' 00" E, 209.25 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR
 CURVE TO THE LEFT, WITH A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF
 13° 06' 00", A DISTANCE OF 91.46 FEET; THENCE S 53° 20' 00" E, 131.51 FEET
 THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A
 RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 30' 00", A DISTANCE
 OF 133.08 FEET; THENCE S 22° 50' 00" E, 117.60 FEET; THENCE ALONG THE ARC
 OF TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 200.00 FEET,
 THROUGH A CENTRAL ANGLE OF 37° 10' 00", A DISTANCE OF 129.74 FEET; THENCE
 S 60° 00' 00" E, 13.17 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE
 TO THE RIGHT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 30°
 00' 00", A DISTANCE OF 104.72 FEET; THENCE S 30° 00' 00" E, 1.88 FEET;
 THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS
 OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 54° 40' 00", A DISTANCE OF
 143.12 FEET; THENCE S 84° 40' 00" E, 25.87 FEET; THENCE ALONG THE ARC OF A
 TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH
 A CENTRAL ANGLE OF 61° 10' 00", A DISTANCE OF 106.76 FEET; THENCE S 23° 30'
 00" E, 11.27 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE
 LEFT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 46° 10' 00"
 A DISTANCE OF 161.15 FEET; THENCE S 69° 40' 00" E, 332.15 FEET; THENCE
 ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF
 450.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 10' 00", A DISTANCE OF 150.53
 FEET; THENCE S 50° 30' 00" E, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT
 CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A
 CENTRAL ANGLE OF 51° 30' 00", A DISTANCE OF 89.88 FEET; THENCE S 01° 00'
 00" W, 4.15 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE
 LEFT, WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47° 00' 00"
 A DISTANCE OF 90.23 FEET; THENCE S 46° 00' 00" E, 137.08 FEET; THENCE ALONG
 THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 150.00
 FEET, THROUGH A CENTRAL ANGLE OF 28° 00' 00", A DISTANCE OF 73.30 FEET;
 THENCE S 74° 00' 00" E, 156.83 FEET; THENCE ALONG THE ARC OF A TANGENT
 CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL
 ANGLE OF 36° 40' 00", A DISTANCE OF 287.98 FEET; THENCE N 69° 20' 00" E,
 220.99 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT
 WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 164° 20' 00", A
 DISTANCE OF 143.41 FEET; THENCE S 53° 40' 00" W, 170.56 FEET; THENCE ALONG
 THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 80.00
 FEET, THROUGH A CENTRAL ANGLE OF 55° 20' 00", A DISTANCE OF 77.26 FEET;
 THENCE S 01° 40' 00" E, 45.04 FEET; THENCE ALONG THE ARC OF A TANGENT
 CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 150.00 FEET, THROUGH A
 CENTRAL ANGLE OF 33° 20' 00", A DISTANCE OF 87.27 FEET; THENCE S 31° 40'
 00" W, 114.09 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE
 LEFT, WITH A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 10'
 A DISTANCE OF 229.45 FEET; THENCE S 50° 30' 00" E, 1.00 FEET; THENCE ALONG
 THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 100.
 FEET, THROUGH A CENTRAL ANGLE OF 56° 40' 00", A DISTANCE OF 98.90 FEET
 THENCE N 72° 50' 00" E, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT
 CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A
 CENTRAL ANGLE OF 33° 20' 00", A DISTANCE OF 58.18 FEET; THENCE S 73°
 00" E 212.11 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO
 LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 99° 10

A DISTANCE OF 173.08 FEET; THENCE N 07° 00' 00" E, 4.23 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 82° 30' 00", A DISTANCE OF 143.99 FEET; THENCE N 89° 30' 00" E, 231.90 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 62° 30' 00", A DISTANCE OF 152.72 FEET; THENCE S 28° 00' 00" E, 0.54 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 54' 00", A DISTANCE OF 22.46 FEET TO A POINT, DESIGNATED HEREIN AS POINT "A", THE POINT OF TERMINATION OF THE CENTERLINE DESCRIBED HEREIN.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1. .

ALSO EXCEPTING THEREFROM THAT PORTION WHICH LIES WITHIN LOT 9 OF THE FLORA SUBDIVISION REFERRED TO HEREIN.

PARCEL FOUR:

A 25 FOOT PUBLIC UTILITY AND PRIVATE ROAD EASEMENT AS SHOWN AND DESIGNATED UPON THE MAP OF FLORA SUBDIVISION, TRACT NO. 880 FILED FOR RECORD JANUARY 17, 1991 IN BOOK 469 OF MAPS, PAGES 13-18, SONOMA COUNTY RECORDS.

A.P. NO. 132-260-011

EXHIBIT "B4"

13402 Chalk Hill Rd
Healdsburg, CA

EXHIBIT A

APN: 132-260-004

PARCEL ONE:

Lot No. 4, as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18.

Reserving therefrom, as appurtenant to Lots 2 and 5 through 9, of said Subdivision, that easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" lying within said Lot 4, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

PARCEL TWO:

An easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" along and through Lot 3, as shown upon said map.

PARCEL THREE:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two, and Five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L. S. 2798 on the Southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L. S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M. S. 8237 filed in Book 369. of Maps, Pages 48 and 49, Sonoma County Records; thence along said Southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.68 feet; thence North 73° 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

This deed is made and accepted and the real property described is hereby granted subject to the Declaration of Covenants, Conditions and Restrictions which document was recorded January 17, 1991 under Document No. 1991 0004544, Sonoma County Records; and the Road Maintenance Agreement, which document was recorded November 7, 1994 under Document No. 1994 0125972, Sonoma County Records, and each and all of the matters set forth therein, said Declaration and Maintenance Agreement being incorporated by reference herein and made a part hereof and expressly imposes upon the real property hereby granted by reference thereto with the same force and effect as thought fully set forth at length hereat.

EXHIBIT "B5"

Escrow No.: 10-27019929-BH
Locate No.: CAFNT0949-0943-0027-0495107903
Title No.: 10-495107903-KB

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

Parcel One:

LOT 1 AS SHOWN UPON SONOMA COUNTY PARCEL MAP NO. M.S. 7286 FILED FOR RECORD WITH THE SONOMA COUNTY RECORDER ON NOVEMBER 26, 1980 IN BOOK 313 OF MAPS, AT PAGES 43 AND 44.

Parcel Two:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITIES PURPOSES ALONG THE SOUTHERLY 1/2 OF THAT 50' WIDE RIGHT OF WAY SHOWN UPON SAID PARCEL MAP EXTENDING FROM THE EASTERN TERMINUS OF COURSE NO. 55, WESTERLY TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE COURSE DESIGNATED 13 SHOWN UPON SAID MAP, SAID INTERSECTION BEING DESIGNATED AS "RANCH ROAD INTERSECTION".

Parcel Three:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITIES PURPOSES ALONG A STRIP OF LAND DESIGNATED "50' WIDE RIGHT OF WAY FOR ACCESS ROAD", UPON SAID PARCEL MAP, THE EASTERLY LINE OF WHICH EXTENDS NORTHWESTERLY FROM THE SOUTHERN TERMINUS OF COURSE 13 TO THE NORTHERN TERMINUS OF COURSE 1 AND THENCE A RIGHT OF WAY FOR GENERAL ROAD AND UTILITIES PURPOSES 20 FEET IN WIDTH, THE CENTERLINE OF WHICH EXTENDS NORTHWESTERLY FROM THE SOUTHERN TERMINUS OF COURSE B TO THE NORTHERN TERMINUS OF COURSE N.

Parcel Four:

A NON-EXCLUSIVE EASEMENT FOR ROAD ACCESS PURPOSES ALONG A 20 FOOT RIGHT OF WAY OVER AN EXISTING PAVED ROAD AS SAID ROAD IS DESCRIBED IN THE DEED TO BILLY RAY HENTHORN, ET UX, RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789 AND AS SHOWN UPON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON NOVEMBER 25, 1974, IN BOOK 216 OF MAPS, PAGE 8, SONOMA COUNTY RECORDS.

APN: 132-120-018-000

Exhibit A

All that certain real property situated in the Unincorporated Area, County of Sonoma, State of California, described as follows:

Parcel One:

Lot 1, as shown upon Parcel Map No. 6678, filed in the Office of the County Recorder on February 16, 1979 in Book 282 of Maps, pages 45 and 46, Sonoma County Records.

Parcel Two:

A non-exclusive easement for General Roadway and Utility purposes in, over, along and across the existing paved road, having a width of at least 12.00 Feet, and described as "Parcel Two" in Deed to Billy Ray Henthorn, et ux, recorded August 20, 1974, in Book 2891 of Official Records, page 369, under Recorder's Serial No. P-16343, Sonoma County Records.

Parcel Three:

A non-exclusive easement for General Roadway and Utility purposes in, over, along and across a strip of land, 20.00 Feet in width, the centerline of which is located 4.00 Feet southerly of the centerline of the 12.00 Foot Easement described under "Parcel Two" in Deed to Billy Ray Henthorn, Sr and wife, recorded August 20, 1974 in Book 2891 of Official Records, page 369, under Recorder's Serial No. P-16343, Sonoma County Records, and as shown upon the Records of Survey filed November 26, 1974 in Book 216 of Maps, pages 8 and 9, Sonoma County Records, said easement to extend for its full length along the centerline above referred to, from Chalk Hill Road to Parcel One described in Deed to Billy Ray Henthorn, hereinabove referred to, to which the herein described easement is declared to be appurtenant.

Title No. 04-125510-MF
Locate No. CAENT0549-0328-0006-0000125510

LEGAL DESCRIPTION

EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

Parcel One:

Lot 2, as shown on the map entitled, "Parcel Map No. 6678", filed February 15, 1979 in Book 282 of Maps at Pages 45-46 in the office of the County Recorder of said Sonoma County.

Parcel Two:

A non-exclusive easement for general road and all utilities purposes over the "50 foot wide road and utility easement", as shown on that certain map entitled, "Parcel Map No. 6678", filed February 15, 1979 in Book 282 of Maps at Pages 45-46 in the office of the County Recorder of Sonoma County.

Parcel Three:

A non-exclusive easement for general roadway and utility purposes in, over along and across the existing paved road, having a width of at least 12.00 feet, and as described as "Parcel Two" in deed to Billy Ray Henthorn, et ux, recorded August 20, 1974 in Book 289 1st Page 369, Serial No. P-16343, Official Records of Sonoma County.

APN: 132-120-017

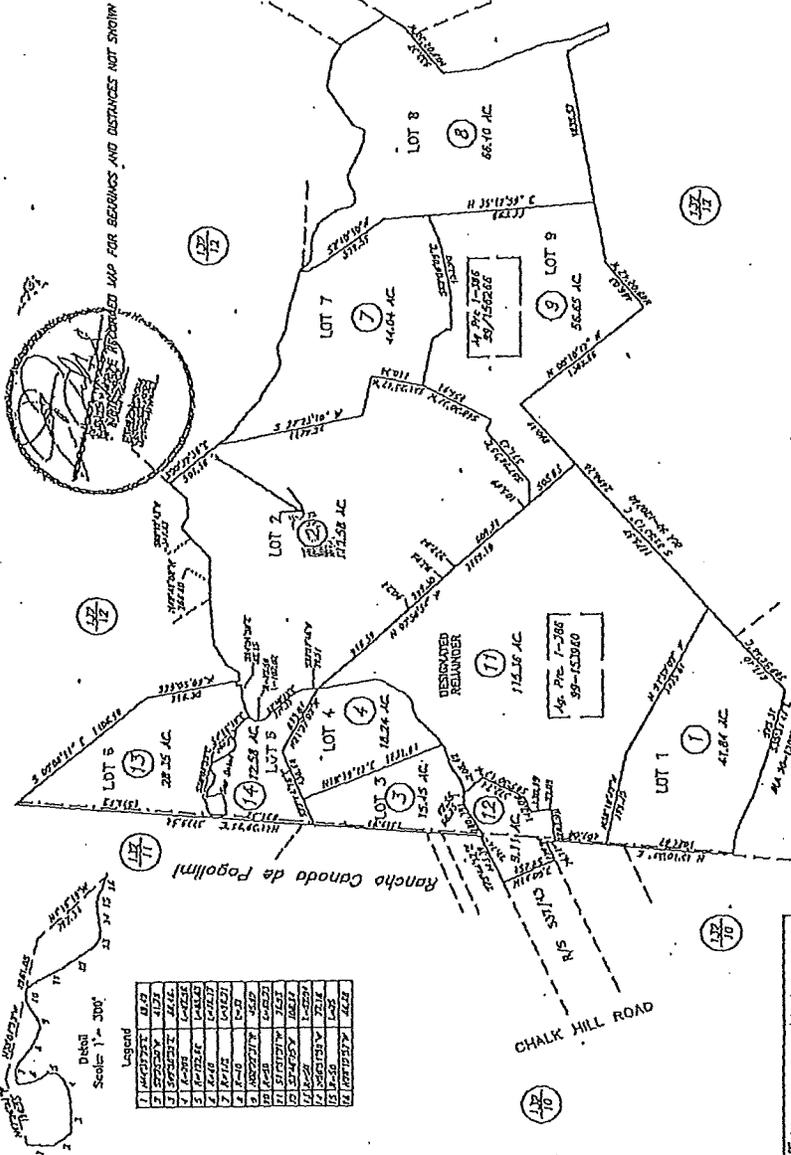
EXHIBIT "B6"

COUNTY ASSESSOR'S PARCEL MAP
 FLORA SUBDIVISION
 TAX RATE AREA 97-020
 132-26

REC. 01-17-1991 IN BK 133 PL. 50. PROS. 13-18



SCALE 1"=600'



Legend

1	UNDEVELOPED	01.9
2	RESIDENTIAL	12.1
3	COMMERCIAL	12.5
4	INDUSTRIAL	12.5
5	AGRICULTURE	12.5
6	AGRICULTURE	12.5
7	AGRICULTURE	12.5
8	AGRICULTURE	12.5
9	AGRICULTURE	12.5
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29	AGRICULTURE	12.5
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31	AGRICULTURE	12.5
32	AGRICULTURE	12.5
33	AGRICULTURE	12.5
34	AGRICULTURE	12.5
35	AGRICULTURE	12.5
36	AGRICULTURE	12.5
37	AGRICULTURE	12.5
38	AGRICULTURE	12.5
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40	AGRICULTURE	12.5
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42	AGRICULTURE	12.5
43	AGRICULTURE	12.5
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45	AGRICULTURE	12.5
46	AGRICULTURE	12.5
47	AGRICULTURE	12.5
48	AGRICULTURE	12.5
49	AGRICULTURE	12.5
50	AGRICULTURE	12.5

REVISED:
 03-75-81-10-LF
 10-78-84-CARR-RJ
 10-02-85-12-LF
 02-13-00-04-RK
 02-23-00-04-RU
 02-01-10-04-RUF

NOTE: Assessor's parcels do not necessarily coincide with legal parcels. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: This map was prepared for Assessor's Office. It is not intended for use as a title document. The liability for the accuracy of the data shown on this map is assumed by the Assessor. The Assessor's Office is not responsible for any errors or omissions on this map, including those caused by third parties.

Assessor's Map Bk 000, Pg. 00
 Sonoma County, Calif. (NEW)
 KEY 03/25/91 U

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

LOT NO: 2, AS SHOWN UPON THE MAP OF FLORA SUBDIVISION, TRACT NO: 880, FILED FOR RECORD JANUARY 17, 1991 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 469 OF MAPS, AT PAGES 13 THROUGH 18.

PARCEL TWO:

AN EASEMENT FOR GENERAL ROAD AND PUBLIC UTILITIES PURPOSES DESIGNATED "25' PUBLIC UTILITIES EASEMENT AND PRIVATE ROAD EASEMENTS" ALONG AND THROUGH LOTS 3, 4, 5 AND 6, AS SHOWN UPON SAID MAP.

PARCEL THREE:

A NON-EXCLUSIVE PRIVATE ROAD AND PUBLIC UTILITY EASEMENT, ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCELS ONE, TWO AND FIVE AS DESCRIBED IN THE DEED TO ELSON L. FLORA RECORDED AS DOCUMENT NUMBER 1985-029968, OFFICIAL RECORDS, SONOMA COUNTY RECORDS, LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A 1/2" IRON PIPE TAGGED L.S. 2798 ON THE SOUTHEASTERLY BOUNDARY OF THE SOTOYOME RANCHO, FROM WHICH A 1/2" REBAR WITH CAP STAMPED L.S. 2798 BEARS NORTH 44°39'25" EAST, 3779.78 FEET AS SHOWN UPON PARCEL MAP NUMBER M.S. 8237 FILE IN BOOK 368 OF MAPS, PAGES 48 AND 49, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY OF THE SOTOYOME RANCHO, SOUTH 45°10'38" WEST, 4.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 81°00'43" WEST, 12.27 FEET; THENCE NORTH 78°16'51" WEST, 353.68 FEET; THENCE 73°45'55" WEST, 1189 FEET, MORE OR LESS, TO THE EASTERLY LINE OF CHALK HILL ROAD.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE IN SAID SOUTHEASTERLY BOUNDARY OF THE SOTOYOME RANCHO AND TO TERMINATE IN THE SAID EASTERLY LINE OF CHALK HILL ROAD.

PARCEL FOUR:

AN EASEMENT FOR PRIVATE ROAD AND PUBLIC UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 1/2" IRON PIPE TAGGED L.S. 4793 ON THE EASTERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA (CHALK HILL ROAD) PER DEED RECORDED IN BOOK 3137 OF OFFICIAL RECORDS, AT PAGE 701, SONOMA COUNTY RECORDS; WHICH SAID PIPE ALSO MARKS THE SOUTHWESTERLY CORNER OF THAT PARCEL DESIGNATED R1 1483 OR 299 AS SHOWN ON A RECORD OF SURVEY OF THE LANDS OF ELSON FLORA FILED IN BOOK 520 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY LINE OF SAID PARCEL DESIGNATED R1 1483 OR 299, SOUTH 74°49'09" EAST, 200.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE AND PROCEEDING NORTH 15°10'51" EAST, 50.00 FEET; THENCE PARALLEL TO AND 50 FEET NORTHERLY OF SAID SOUTHERLY LINE, NORTH 74°49'09" WEST, 202.53 FEET

TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF LANDS OF THE COUNTY OF SONOMA; THENCE ALONG SAID EASTERLY LINE, SOUTH 12°16'57" WEST, 50.06 FEET BACK TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL FIVE:

A EASEMENT FOR PRIVATE ROAD AND PUBLIC UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 35.00 FEET WIDE, 17.50 FEET ON BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE TAGGED LS 4793 ON THE EASTERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA (CHALK HILL ROAD) PER DEED RECORDED IN BOOK 3137 OF OFFICIAL RECORDS, AT PAGE 701, SONOMA COUNTY RECORDS; WHICH SAID PIPE ALSO MARKS THE SOUTHWESTERLY CORNER OF THAT PARCEL DESIGNATED R1 1483 OR 299 AS SHOWN ON A RECORD OF SURVEY OF THE LANDS OF ELSON FLORA FILED IN BOOK 520 OF MAPS, AT PAGES 36, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL DESIGNATED R1 1483 OR 299, SOUTH 74°49'09" EAST, 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL 4; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 4, NORTH 15°10'51" EAST, 17.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIBED HEREIN, THENCE FROM SAID POINT OF BEGINNING, PARALLEL TO AND 17.50 FEET NORTHERLY OF SAID AFOREMENTIONED SOUTHERLY LINE OF THAT PARCEL DESIGNATED R1 1483 OR 299, SOUTH 74°49'09" EAST, 1070.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL R1 1483 OR 299, WHICH SAID LAST MENTIONED POINT IS ALSO ON THE NORTHWESTERLY LINE OF THE DESIGNATED REMAINDER AS SHOWN ON THAT FINAL MAP ENTITLED TRACT NO. 880 FLORA SUBDIVISION, FILED IN BOOK 469 OF MAPS, AT PAGES 13-18, SONOMA COUNTY RECORDS, AND BEARS SOUTH 45°10'38" WEST, 480.63 FEET FROM THE MOST WESTERLY CORNER OF LOT 3 AS SHOWN UPON SAID FINAL MAP; THENCE SOUTH 40°14'00" EAST, 209.25 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 13°06'00", A DISTANCE OF 91.46 FEET; THENCE SOUTH 53°20'00" EAST, 131.51 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 30°30'00", A DISTANCE OF 133.08 FEET; THENCE SOUTH 22°50'00" EAST, 117.60 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 37°10'00", A DISTANCE OF 129.74 FEET; THENCE SOUTH 60°00'00" EAST, 13.17 FEET EAST, THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 30°0'00", A DISTANCE OF 104.72 FEET; THENCE SOUTH 30°00'00" EAST, 1.88 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 54°40'00", A DISTANCE OF 143.12 FEET; THENCE SOUTH 84°40'00" EAST, 25.87 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 61°10'00", A DISTANCE OF 106.76 FEET; THENCE SOUTH 23°30'00" EAST, 11.27 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'00", A DISTANCE OF 161.15 FEET; THENCE SOUTH 69°40'00" EAST, 332.15 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 19°10'00", A DISTANCE OF 150.53 FEET; THENCE SOUTH 50°30'00" EAST, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 51°30'00" A DISTANCE OF 89.88 FEET; THENCE SOUTH 01°00'00" WEST, 4.15 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 47°00'00", A DISTANCE OF 90.23 FEET; THENCE SOUTH 46°00'00" EAST, 137.08 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO



THE LEFT, WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 28°00'00", A DISTANCE OF 73.30 FEET; THENCE SOUTH 74°00'00" EAST, 156.83 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 36°40'00", A DISTANCE OF 287.98 FEET; THENCE NORTH 69°20'00" EAST, 220.99 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 164°20'00", A DISTANCE OF 143.41 FEET; THENCE SOUTH 53°40'00" WEST, 170.56 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 55°20'00", A DISTANCE OF 77.26 FEET; THENCE SOUTH 01°40'00" EAST, 45.04 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 33°20'00", A DISTANCE OF 87.27 FEET; THENCE SOUTH 31°40'00" WEST, 114.09 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 82°10'00", A DISTANCE OF 229.45 FEET; THENCE SOUTH 50°30'00" EAST, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 56°40'00", A DISTANCE OF 98.90 FEET; THENCE NORTH 72°50'00" EAST, 1.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 33°20'00", A DISTANCE OF 58.18 FEET; THENCE SOUTH 73°50'00" EAST, 212.11 FEET THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 99°10'00", A DISTANCE OF 173.08 FEET; THENCE NORTH 07°00'00" EAST, 4.23 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 82°30'00", A DISTANCE OF 143.99 FEET; THENCE NORTH 89°30'00" EAST, 231.90 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 62°30'00", A DISTANCE OF 152.72 FEET; THENCE SOUTH 28°00'00" EAST, 0.54 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 03°54'00", A DISTANCE OF 22.46 FEET TO A POINT, DESIGNATED HEREIN AS POINT "A", THE POINT OF TERMINATION OF THE CENTERLINE DESCRIBED HEREIN.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE DESCRIBED HEREIN ABOVE.

PARCEL SIX:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 58°06'00" EAST, 17.50 FEET TO THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL 5, THE POINT OF BEGINNING OF PARCEL 6 DESCRIBED HEREIN.

THENCE FROM SAID POINT OF BEGINNING, AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 5 THE FOLLOWING THREE COURSES: NORTHWESTERLY, FROM A TANGENT BEARING OF NORTH 31°54'00" WEST, ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE RIGHT, WITH A RADIUS OF 312.50 FEET, THROUGH A CENTRAL ANGLE OF 03°54'00", A DISTANCE OF 21.27 FEET; THENCE NORTH 28°00'00" WEST, 0.54 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE TO THE LEFT, WITH A RADIUS OF 157.50 FEET, THROUGH A CENTRAL ANGLE OF 14°05'00", A DISTANCE OF 38.17 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY AND PROCEEDING NORTH 54°00'00" EAST, 30.97 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 2 AS SHOWN ON THE AFOREMENTIONED FINAL MAP FILED IN BOOK 469 OF MAPS, AT PAGES 13 THROUGH 18; THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 25°03'47" EAST, 67.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2, THENCE LEAVING SAID SOUTHERLY BOUNDARY AND PROCEEDING SOUTH 68°30'37"

WEST, 21.92 FEET BACK TO THE AFOREMENTIONED POINT OF BEGINNING.

THE BASIS OF BEARING OF THIS DESCRIPTION IS THE AFOREMENTIONED FINAL MAP FILED IN BOOK 469 OF MAPS, AT PAGES 13 THROUGH 18.

APN: 132-260-002



EXHIBIT "B7"

EXHIBIT "A"

TRACT ONE:

PARCEL ONE:

Lot No. 5, as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18.

Reserving therefrom, as appurtenant to Lots 2 and 6 through 9, of said Subdivision, that easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" lying within said Lot 5, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

PARCEL TWO:

An easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" along and through Lots 3 and 4, as shown upon said map.

PARCEL THREE:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two, and Five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the Southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said Southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.68 feet; thence North 73° 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

Provided, however, that this conveyance is made subject to certain declaration of restrictions executed by Elson L. Flora, recorded January 17, 1991, under Document No. 1991 0004541, Sonoma County Records.

TRACT TWO:

PARCEL ONE:

Lot No. 7, as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18,

Reserving therefrom, as appurtenant to Lots 8 and 9, of said Subdivision, those easements for general road and public utilities purposes designated "25' and 50' Public Utilities Easements and Private Road Easements" lying within said Lot 7, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

PARCEL TWO:

An easement for general road and public utilities purposes designated "20', 25' and 50' Public Utilities Easements and Private Road Easements" and Parcels "A", "B" and "D" along and through Lots 2 through 8, as shown upon said map.

PARCEL THREE:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two, and Five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the Southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44' 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said Southeasterly boundary of the Sotoyome Rancho, South 45' 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81' 00' 43" West, 12.27 feet; thence North 78' 16' 51" West, 353.68 feet; thence North 73' 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

PARCEL FOUR:

An easement for private road and public utility purposes, being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged LS 4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records.

Thence from said Point of Beginning and along the Southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet; thence leaving said Southerly line and proceeding North 15' 10' 51" East, 50.00 feet; thence parallel to and 50 feet Northerly of said Southerly line, North 74' 49' 09" West, 202.53 feet to a point on the aforementioned Easterly line of lands of the County of Sonoma; thence along said Easterly line, South 12' 16' 57" West, 50.06 feet back to the aforementioned Point of Beginning.

PARCEL FIVE:

An easement for private road and public utility purposes, being more particularly described as follows:

A strip of land 35.00 feet wide, 17.50 feet on both sides of a centerline described as follows:

Commencing at a 1/2" Iron pipe tagged LS4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records; thence along the Southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet to the Southeasterly corner of the above described PARCEL 4; Thence along the Easterly line of said PARCEL 4, North 15' 10' 51" East, 17.50 feet to the Point of Beginning of the centerline described herein.

Thence from said Point of Beginning, parallel to and 17.50 feet Northerly of the aforementioned Southerly line of that parcel designated R1 1483 OR 299, South 74' 49' 09" East, 1070.00 feet to a point on the Southeasterly line of said parcel R1 1483 OR 299, which said last mentioned point is also on the Northwesterly line of the DESIGNATED REMAINDER as shown on that Final Map entitled TRACT NO. 880 FLORA SUBDIVISION, filed in Book 469 of Maps, at pages 13-18, Sonoma County Records, and bears South 45' 10' 38" West, 480.63 feet from the most Westerly corner of LOT 3 as shown upon said Final Map; thence South 40' 14' 00" East, 209.25 feet; thence along the arc of a tangent circular curve to the left, with a radius of 400.00 feet, through a central angle of 13' 06' 00", a distance of 91.46 feet; thence South 53' 20' 00" East, 131.51 feet; thence along the arc of a tangent

circular curve to the right, with a radius of 250.00 feet, through a central angle of 30° 30' 00", a distance of 133.08 feet; thence South 22° 50' 00" East, 117.60 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 37° 10' 00", a distance of 129.74 feet; thence South 60° 00' 00" East, 13.17 feet; thence along the arc of a tangent circular curve to the right, with a radius of 200.00 feet, through a central angle of 30° 0' 00", a distance of 104.72 feet; thence South 30° 00' 00" East, 1.88 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central angle of 54° 40' 00", a distance of 143.12 feet; thence South 84° 40' 00" East, 25.87 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 61° 10' 00", a distance of 106.76 feet; thence South 23° 30' 00" East, 11.27 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 46° 10' 00", a distance of 161.15 feet; thence South 69° 40' 00" East, 332.15 feet; thence along the arc of a tangent circular curve to the right, with a radius of 450.00 feet, through a central angle of 19° 10' 00", a distance of 150.53 feet; thence South 50° 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 51° 30' 00", a distance of 89.88 feet; thence South 01° 00' 00" West, 4.15 feet; thence along the arc of a tangent circular curve to the left, with a radius of 110.00 feet, through a central angle of 47° 00' 00", a distance of 90.23 feet; thence South 46° 00' 00" East, 137.08 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central angle of 28° 00' 00", a distance of 73.30 feet; thence South 74° 00' 00" East, 156.83 feet; thence along the arc of a tangent circular curve to the left, with a radius of 450.00 feet, through a central angle of 36° 40' 00", a distance of 287.98 feet; thence North 69° 20' 00" East, 220.99 feet; thence along the arc of a tangent circular curve to the right, with a radius of 50.00 feet, through a central angle of 164° 20' 00", a distance of 143.41 feet; thence South 53° 40' 00" West, 170.56 feet; thence along the arc of a tangent circular curve to the left, with a radius of 80.00 feet, through a central angle of 55° 20' 00", a distance of 77.26 feet; thence South 01° 40' 00" East, 45.04 feet; thence along the arc of a tangent circular curve to the right, with a radius of 150.00 feet, through a central angle of 33° 20' 00", a distance of 87.27 feet; thence South 31° 40' 00" West, 114.09 feet; thence along the arc of a tangent circular curve to the left, with a radius of 160.00 feet, through a central angle of 82° 10' 00", a distance of 229.45 feet; thence South 50° 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the left, with a radius of 100.00 feet, through a central angle of 56° 40' 00", a distance of 98.90 feet; thence North 72° 50' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 33° 20' 00", a distance of 58.18 feet; thence South 73° 50' 00" East, 212.11 feet; thence along the arc of a tangent circular curve to the left, with a radius of 100.00 feet, through a central angle of 99° 10' 00", a distance of 173.08 feet; thence North 07° 00' 00" East, 4.23 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 82° 30' 00", a

distance of 143.99 feet; thence North 89° 30' 00" East, 231.90 feet; thence along the arc of a tangent circular curve to the right, with a radius of 140.00 feet, through a central angle of 62° 30' 00", a distance of 152.72 feet; thence South 28° 00' 00" East, 0.54 feet; thence along the arc of a tangent circular curve to the left, with a radius of 330.00 feet, through a central angle of 26° 40' 00", a distance of 153.59 feet; thence South 54° 40' 00" East, 145.17 feet; thence along the arc of a tangent circular curve to the left, with a radius of 240.00 feet, through a central angle of 69° 10' 00", a distance of 289.72 feet; thence North 56° 10' 0" East, 212.82 feet; thence along the arc of a tangent circular curve to the right, with a radius of 250.00 feet, through a central angle of 38° 00' 00", a distance of 165.81 feet; thence South 85° 50' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 70.00 feet, through a central angle of 91° 36' 48", a distance of 111.93 feet; thence South 05° 46' 48" West, 96.26 feet; thence along the arc of a tangent circular curve to the left, with a radius of 50.00 feet, through a central angle of 45° 47' 12", a distance of 39.96 feet; thence South 40° 00' 24" East, 1 foot, more or less, to a point on the Westerly boundary of LOT 7 as shown upon the aforementioned Final Map of the FLORA SUBDIVISION, which said point, the Point of Termination of the centerline described herein, is also the centerline of an existing 25 foot wide public utility and private road easement as shown upon said Final Map, and bears South 67° 21' 39" West, 12.42 feet from a 1/2" iron pipe tagged L.S. 4207, which said pipe marks the Southerly end of a course in said Westerly boundary designated as North 05° 46' 48" East, 158.37 feet.

The sidelines of PARCEL 5 described herein to begin at the aforementioned Easterly line of the abovedescribed PARCEL A and end at the aforementioned westerly boundary of LOT 7.

The basis of bearing of this description is the aforementioned Final Map filed in Book 469 of Maps, at pages 13-18.

TRACT THREE:

PARCEL ONE:

Lot No. 8, as shown upon the Map of Flora Subdivision, Tract No. 680, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18.

Reserving therefrom, as appurtenant to Lots 7 and 9, of said Subdivision, those easements for general road and public utilities purposes designated "20', 25' and 50' Public Utilities Easements and Private Road Easements" lying within said Lot 8, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

PARCEL TWO:

An easement for general road and public utilities purposes designated "20', 25' and 50' Public Utilities Easements and Private Road Easements" along and through Lots 2 through 7, and Parcel "D", as shown upon said map.

PARCEL THREE:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two, and Five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the Southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said Southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.68 feet; thence North 73° 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

PARCEL FOUR:

An easement for secondary or emergency use only and for non-commercial use only over the existing road known as Spurgeon Road, as disclosed in a Decree recorded March 6, 1991 under Document No. 1991 0019754 of Official Records of Sonoma County.

PARCEL FIVE:

An easement for private road and public utility purposes, being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged LS 4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands

of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records.

Thence from said Point of Beginning and along the southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet; thence leaving said southerly line and proceeding North 15' 10' 51" East, 50.00 feet; thence parallel to and 50 feet Northerly of said southerly line, North 74' 49' 09" West, 202.53 feet to a point on the aforementioned Easterly line of lands of the County of Sonoma; thence along said Easterly line, South 12' 16' 57" West, 50.06 feet back to the aforementioned Point of Beginning.

PARCEL SIX:

An easement for private road and public utility purposes, being more particularly described as follows:

A strip of land 35.00 feet wide, 17.50 feet on both sides of a centerline described as follows:

Commencing at a 1/2" iron pipe tagged LS4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records; thence along the southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet to the Southeastery corner of the above described PARCEL 5; Thence along the Easterly line of said PARCEL 5, North 15' 10' 51" East, 17.50 feet to the Point of Beginning of the centerline described herein.

Thence from said Point of Beginning, parallel to and 17.50 feet Northerly of the aforementioned southerly line of that parcel designated R1 1483 OR 299, South 74' 49' 09" East, 1070.00 feet to a point on the Southeastery line of said parcel R1 1483 OR 299, which said last mentioned point is also on the Northwestery line of the DESIGNATED REMAINDER as shown on that Final Map entitled TRACT NO. 880 FLORA SUBDIVISION, filed in Book 469 of Maps, at pages 13-18, Sonoma County Records, and bears South 45' 10' 38" West, 480.63 feet from the most Westerly corner of LOT 3 as shown upon said Final Map; thence South 40' 14' 00" East, 209.25 feet; thence along the arc of a tangent circular curve to the left, with a radius of 400.00 feet, through a central angle of 13' 06' 00", a distance of 91.46 feet; thence South 53' 20' 00" East, 131.51 feet; thence along the arc of a tangent circular curve to the right, with a radius of 250.00 feet, through a central angle of 30' 30' 00", a distance of 133.08 feet; thence South 22' 50' 00" East, 117.60 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 37' 10' 00", a distance of 129.74 feet; thence South 60' 00' 00" East, 13.17 feet; thence along the arc of a tangent circular curve to the right, with a radius of 200.00 feet, through a central angle of 30' 0' 00", a distance of 104.72 feet; thence South 30' 00' 00" East, 1.88 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central

angle of 54' 40' 00", a distance of 143.12 feet; thence South 84' 40' 00" East, 25.87 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 61' 10' 00", a distance of 106.76 feet; thence South 23' 30' 00" East, 11.27 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 46' 10' 00", a distance of 161.15 feet; thence South 69' 40' 00" East, 332.15 feet; thence along the arc of a tangent circular curve to the right, with a radius of 450.00 feet, through a central angle of 19' 10' 00", a distance of 150.53 feet; thence South 50' 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 51' 30' 00", a distance of 89.88 feet; thence South 01' 00' 00" West, 4.15 feet; thence along the arc of a tangent circular curve to the left, with a radius of 110.00 feet, through a central angle of 47' 00' 00", a distance of 90.23 feet; thence South 46' 00' 00" East, 137.08 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central angle of 28' 00' 00", a distance of 73.30 feet; thence South 74' 00' 00" East, 156.83 feet; thence along the arc of a tangent circular curve to the left, with a radius of 450.00 feet, through a central angle of 36' 40' 00", a distance of 287.98 feet; thence North 69' 20' 00" East, 220.99 feet; thence along the arc of a tangent circular curve to the right, with a radius of 50.00 feet, through a central angle of 164' 20' 00", a distance of 143.41 feet; thence South 53' 40' 00" West, 170.56 feet; thence along the arc of a tangent circular curve to the left, with a radius of 80.00 feet, through a central angle of 55' 20' 00", a distance of 77.26 feet; thence South 01' 40' 00" East, 45.04 feet; thence along the arc of a tangent circular curve to the right, with a radius of 150.00 feet, through a central angle of 33' 20' 00", a distance of 87.27 feet; thence South 31' 40' 00" West, 114.09 feet; thence along the arc of a tangent circular curve to the left, with a radius of 160.00 feet, through a central angle of 82' 10' 00", a distance of 229.45 feet; thence South 50' 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the left, with a radius of 100.00 feet, through a central angle of 56' 40' 00", a distance of 98.90 feet; thence North 72' 50' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 33' 20' 00", a distance of 58.18 feet; thence South 73' 50' 00" East, 212.11 feet; thence along the arc of a tangent circular curve to the left, with a radius of 100.00 feet, through a central angle of 99' 10' 00", a distance of 173.08 feet; thence North 07' 00' 00" East, 4.23 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 82' 30' 00", a distance of 143.99 feet; thence North 89' 30' 00" East, 231.90 feet; thence along the arc of a tangent circular curve to the right, with a radius of 140.00 feet, through a central angle of 62' 30' 00", a distance of 152.72 feet; thence South 28' 00' 00" East, 0.54 feet; thence along the arc of a tangent circular curve to the left, with a radius of 330.00 feet, through a central angle of 26' 40' 00", a distance of 153.59 feet; thence South 54' 40' 00" East, 145.17 feet; thence along the arc of a tangent circular curve to the left, with a radius of 240.00 feet, through a central angle of 69' 10' 00", a distance of 289.72 feet; thence North 56' 10' 0" East, 212.82 feet;

thence along the arc of a tangent circular curve to the right, with a radius of 250.00 feet, through a central angle of 38° 00' 00", a distance of 165.81 feet; thence South 85° 50' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 70.00 feet, through a central angle of 91° 36' 48", a distance of 111.93 feet; thence South 05° 46' 48" West, 96.26 feet; thence along the arc of a tangent circular curve to the left, with a radius of 50.00 feet, through a central angle of 45° 47' 12", a distance of 39.96 feet; thence South 40° 00' 24" East, 1 foot, more or less, to a point on the Westerly boundary of LOT 7 as shown upon the aforementioned Final Map of the FLORA SUBDIVISION; which said point, the Point of Termination of the centerline described herein, is also the centerline of an existing 25 foot wide public utility and private road easement as shown upon said Final Map, and bears South 67° 21' 39" West, 12.42 feet from a 1/2" iron pipe tagged L.S. 4207, which said pipe marks the southerly end of a course in said Westerly boundary designated as North 05° 46' 48" East, 158.37 feet.

The sidelines of PARCEL 6 described herein to begin at the aforementioned Easterly line of the abovedescribed PARCEL 5 and end at the aforementioned westerly boundary of LOT 7.

The basis of bearing of this description is the aforementioned Final Map filed in Book 459 of Maps, at pages 13-18.

EXHIBIT "A"

TRACT FOUR:

PARCEL ONE:

Lot No. 2, as shown upon the Map of Flora Subdivision, Tract No. 880, filed for record January 17, 1991 in the Office of the Sonoma County Recorder in Book 469 of Maps, at pages 13-18.

Reserving therefrom, as appurtenant to Lots 7, 8 and 9, of said Subdivision, those easements for general road and public utilities purposes designated "20' and 25' Public Utilities Easements and Private Road Easements" and Parcel "D" lying within said Lot 2, as shown upon said map. Said easement reserved is also for the benefit of and appurtenant to the lands of Flora as described in Document recorded under Document No. 80012260, Sonoma County Records.

Also reserving therefrom that portion of the private road and public utility easement which lies within the above described Lot 2, said easement being further described as Parcel Two in a document recorded June 9, 1995 under Document No. 1995 0046598 of Official Records of Sonoma County.

PARCEL TWO:

An easement for general road and public utilities purposes designated "25' Public Utilities Easement and Private Road Easement" along and through Lots 3, 4, 5 and 6, as shown upon said map.

PARCEL THREE:

A non-exclusive private road and public utility easement.

All that certain real property situated in the County of Sonoma, State of California, described as follows:

That portion of Parcels One, Two, and Five as described in the Deed to Elson L. Flora recorded as Document Number 85029968, Official Records, Sonoma County Records, lying 12.50 feet on each side of the following described line:

Commencing at a 1/2" iron pipe tagged L.S. 2798 on the southeasterly boundary of the Sotoyome Rancho, from which a 1/2" rebar with cap stamped L.S. 2798 bears North 44° 39' 25" East, 3779.78 feet as shown upon Parcel Map Number M.S. 8237 filed in Book 369 of Maps, Pages 48 and 49, Sonoma County Records; thence along said southeasterly boundary of the Sotoyome Rancho, South 45° 10' 38" West, 4.96 feet to the True Point of Beginning; thence North 81° 00' 43" West, 12.27 feet; thence North 78° 16' 51" West, 353.68 feet; thence North 73° 45' 55" West, 1189 feet, more or less, to the Easterly line of Chalk Hill Road.

The sidelines of said strip are to be prolonged or shortened to terminate in said Southeasterly boundary of the Sotoyome Rancho and to terminate in the said Easterly line of Chalk Hill Road.

PARCEL FOUR:

An easement for private road and public utility purposes, being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged LS 4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records.

Thence from said Point of Beginning and along the Southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet; thence leaving said Southerly line and proceeding North 15' 10' 51" East, 50.00 feet; thence parallel to and 50 feet Northerly of said Southerly line, North 74' 49' 09" West, 202.53 feet to a point on the aforementioned Easterly line of lands of the County of Sonoma; thence along said Easterly line, South 12' 16' 57" West, 50.06 feet back to the aforementioned Point of Beginning.

PARCEL FIVE:

An easement for private road and public utility purposes, being more particularly described as follows:

A strip of land 35.00 feet wide, 17.50 feet on both sides of a centerline described as follows:

Commencing at a 1/2" Iron pipe tagged LS4793 on the Easterly line of the lands of the County of Sonoma (Chalk Hill Road) per Deed recorded in Book 3137 of Official Records, at page 701, Sonoma County Records; which said pipe also marks the Southwesterly corner of that parcel designated R1 1483 OR 299 as shown on a Record of Survey of the Lands of Elson Flora filed in Book 520 of Maps, at page 36, Sonoma County Records; thence along the Southerly line of said parcel designated R1 1483 OR 299, South 74' 49' 09" East, 200.00 feet to the Southeasterly corner of the above described PARCEL 4; Thence along the Easterly line of said PARCEL 4, North 15' 10' 51" East, 17.50 feet to the Point of Beginning of the centerline described herein.

Thence from said Point of Beginning, parallel to and 17.50 feet Northerly of the aforementioned Southerly line of that parcel designated R1 1483 OR 299, South 74' 49' 09" East, 1070.00 feet to a point on the Southeasterly line of said parcel R1 1483 OR 299, which said last mentioned point is also on the Northwesterly line of the DESIGNATED REMAINDER as shown on that Final Map entitled TRACT NO. 880 FLORA SUBDIVISION, filed in Book 469 of Maps, at pages 13-18, Sonoma County Records, and bears South 45' 10' 38" West, 480.63 feet from the most Westerly corner of LOT 3 as shown upon said Final Map; thence

South 40' 14' 00" East, 209.25 feet; thence along the arc of a tangent circular curve to the left, with a radius of 400.00 feet, through a central angle of 13' 06' 00", a distance of 91.46 feet; thence South 53' 20' 00" East, 131.51 feet; thence along the arc of a tangent circular curve to the right, with a radius of 250.00 feet, through a central angle of 30' 30' 00", a distance of 133.08 feet; thence South 22' 50' 00" East, 117.60 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 37' 10' 00", a distance of 129.74 feet; thence South 60' 00' 00" East, 13.17 feet; thence along the arc of a tangent circular curve to the right, with a radius of 200.00 feet, through a central angle of 30' 0' 00", a distance of 104.72 feet; thence South 30' 00' 00" East, 1.88 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central angle of 54' 40' 00", a distance of 143.12 feet; thence South 84' 40' 00" East, 25.87 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 61' 10' 00", a distance of 106.76 feet; thence South 23' 30' 00" East, 11.27 feet; thence along the arc of a tangent circular curve to the left, with a radius of 200.00 feet, through a central angle of 46' 10' 00", a distance of 161.15 feet; thence South 69' 40' 00" East, 332.15 feet; thence along the arc of a tangent circular curve to the right, with a radius of 450.00 feet, through a central angle of 19' 10' 00", a distance of 150.53 feet; thence South 50' 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 51' 30' 00", a distance of 89.88 feet; thence South 01' 00' 00" West, 4.15 feet; thence along the arc of a tangent circular curve to the left, with a radius of 110.00 feet, through a central angle of 47' 00' 00", a distance of 90.23 feet; thence South 46' 00' 00" East, 137.08 feet; thence along the arc of a tangent circular curve to the left, with a radius of 150.00 feet, through a central angle of 28' 00' 00", a distance of 73.30 feet; thence South 74' 00' 00" East, 156.83 feet; thence along the arc of a tangent circular curve to the left, with a radius of 450.00 feet, through a central angle of 36' 40' 00", a distance of 287.98 feet; thence North 69' 20' 00" East, 220.99 feet; thence along the arc of a tangent circular curve to the right, with a radius of 50.00 feet, through a central angle of 164' 20' 00", a distance of 143.41 feet; thence South 53' 40' 00" West, 170.56 feet; thence along the arc of a tangent circular curve to the left, with a radius of 80.00 feet, through a central angle of 55' 20' 00", a distance of 77.26 feet; thence South 01' 40' 00" East, 45.04 feet; thence along the arc of a tangent circular curve to the right, with a radius of 150.00 feet, through a central angle of 33' 20' 00", a distance of 87.27 feet; thence South 31' 40' 00" West, 114.09 feet; thence along the arc of a tangent circular curve to the left, with a radius of 160.00 feet, through a central angle of 82' 10' 00", a distance of 229.45 feet; thence South 50' 30' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the left, with a radius of 100.00 feet, through a central angle of 56' 40' 00", a distance of 98.90 feet; thence North 72' 50' 00" East, 1.00 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 33' 20' 00", a distance of 58.18 feet; thence South 73' 50' 00" East, 212.11 feet; thence along the arc of a tangent circular curve to the left, with a

radius of 100.00 feet, through a central angle of 99' 10' 00", a distance of 173.08 feet; thence North 07' 00' 00" East, 4.23 feet; thence along the arc of a tangent circular curve to the right, with a radius of 100.00 feet, through a central angle of 82' 30' 00", a distance of 143.99 feet; thence North 89' 30' 00" East, 231.90 feet; thence along the arc of a tangent circular curve to the right, with a radius of 140.00 feet, through a central angle of 62' 30' 00", a distance of 152.72 feet; thence South 28' 00' 00" East, 0.54 feet; thence along the arc of a tangent circular curve to the left, with a radius of 330.00 feet, through a central angle of 03' 54' 00", a distance of 22.46 feet to a point, designated herein as Point "A", the Point of Termination of the centerline described herein.

Excepting therefrom that portion lying within Parcel One described hereinabove.

PARCEL SIX:

An easement for road and public utility purposes, being more particularly described as follows:

Commencing at the aforementioned Point "A"; thence North 58' 06' 00" East, 17.50 feet to the Northeastly corner of the above described PARCEL 5, the Point of Beginning of PARCEL 6 described herein.

Thence from said Point of Beginning, and along the Northerly boundary of said PARCEL 6 the following three courses; Northwestly, from a tangent bearing of North 31' 54' 00" West, along the arc of a tangent circular curve to the right, with a radius of 312.50 feet, through a central angle of 03' 54' 00", a distance of 21.27 feet; thence North 28' 00' 00" West, 0.54 feet; thence along the arc of a tangent circular curve to the left, with a radius of 157.50 feet, through a central angle of 14' 05' 00", a distance of 38.71 feet; thence leaving said Northerly boundary and proceeding North 54' 00' 00" East, 30.97 feet to a point on the Southerly boundary of LOT 2 as shown on the aforementioned Final Map filed in Book 469 of Maps, at pages 13-18; thence along said Southerly boundary, South 25' 03' 47" East, 67.00 feet to the most Southerly corner of said LOT 2, thence leaving said Southerly boundary and proceeding South 68' 30' 37" West, 21.92 feet back to the aforementioned Point of Beginning.

The basis of bearing of this description is the aforementioned Final Map filed in Book 469 of Maps, at pages 13-18.

A.P. Nov. 132-260-02, 05, 07 & 08

EXHIBIT "B8"

CHARLIE MARTIN
APN 132-120-025

EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

PARCEL ONE:

LOT 1, AS SHOWN AND DELINEATED UPON COUNTY OF SONOMA PARCEL MAP NO. B7-624, RECORDED JULY 18, 1988, IN BOOK 419 OF MAPS, PAGES 38 TO 41 INCLUSIVE, SONOMA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT OVER A STRIP OF LAND, 20 FEET WIDE, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING PORTION OF CENTERLINE DESCRIPTION, AND 50 FEET WIDE WESTERLY THEREAFTER ALONG THE LINE DESCRIBED AS THE EASTERLY EDGE WITH SIDELINES OF SAID RIGHT OF WAY STRIP TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE EXISTING 20 FOOT RIGHT OF WAY ON THE NORTH, THE INTENT OF THIS EASEMENT DESCRIPTION TO PROVIDE FOR ACCESS AND UTILITIES USE FROM SAID EXISTING 20 FOOT WIDE EASEMENT, WHICH EXTENDS WESTERLY FROM LANDS OF BILLY RAY

HENTHORN, ET UX, TO CHALK HILL ROAD, A COUNTY ROAD, AS SAID 20 FOOT EASEMENT IS DESCRIBED IN CONVEYANCE RECORDED IN BOOK 2891 OF OFFICIAL RECORDS, PAGE 369, AND IN DEED CONVEYANCE RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORDS.

COMMENCING AT A FOUND 1/2" IRON PIPE AND TAG LS 2798 BEING THE MOST WESTERLY CORNER OF THE LANDS OF BILLY RAY HENTHORN, ET DX, AS RECORDED IN DEED 2891 OF OFFICIAL RECORDS, PAGE 369, SONOMA COUNTY RECORDS, AS SAID 1/2" IRON PIPE AND TAG IS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 216 OF MAPS, PAGES 8 AND 9, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 29° 05' 09" WEST, 9.78 FEET TO A FOUND NAIL AND SHINER IN THE CENTER OF A PAVED ROAD, BEING THE SAME NAIL AND SHINER AS SHOWN ON SAID RECORD OF SURVEY AND ALSO CALLED POINT "A" ON SAID RECORD OF SURVEY; THENCE NORTH 54° 34' 58" WEST, 81.81 FEET ALONG THE CENTERLINE OF EXISTING PAVED ROAD AND THE MOST EASTERLY COURSE AS SHOWN ON SAID RECORD OF SURVEY TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF THE 20 FOOT WIDE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTERLINE OF A 20 FOOT RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES:

SOUTH 22° 51' 26" EAST, 16.66 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 22° 51' 26" EAST, 126.00 FEET TO A SET 1/2" IRON PIPE AND TAG; NORTH 85° 01' 12" EAST, 248.00 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 74° 21' 31" EAST, 129.07 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 50° 58' 13" EAST 419.66 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 35° 25' 43" EAST, 156.68 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 73° 40' 31" EAST, 115.47 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 52° 35' 46" EAST, 287.70 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 12° 20' 40" EAST, 190.45 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 52° 39' 47" EAST, 198.03 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 55° 30' 48" EAST, 168.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 36' 14" EAST, 103.51 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 43° 12' 48" EAST, 262.78 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE DESCRIPTION, SAID POINT IS WITNESSED BY A RAILROAD SPIKE BEARING SOUTH 83° 39' 23" EAST, 20.60 FEET AND A 1/2" IRON PIPE AND TAG ON THE EAST SIDE OF SAID 50 FOOT RIGHT OF WAY BEARS NORTH 54° 37' 37" EAST, 25.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID 20 FOOT RIGHT OF WAY NORTH 54° 37' 38" EAST, 25.00 FEET TO A SET 1/2" IRON PIPE AND TAG ON THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY, SAID IRON PIPE IS AT A FENCE INTERSECTION; THENCE ALONG THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY FOLLOWING THE MEANDERING OF A FENCE LINE THE FOLLOWING COURSES: SOUTH 27° 31' 55" EAST, 40.10 FEET TO A POINT; SOUTH 14° 43' 51" EAST, 156.74 FEET TO A SET 1/3" IRON PIPE AND TAG; SOUTH 10° 00' 14" EAST, 145.39 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 09' 39" EAST, 99.79 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 18° 32' 48" EAST, 167.08 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 59' 23" EAST, 49.32 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 30° 41' 34" EAST, 67.41 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 62° 02'

51" EAST, 139.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 26° 56' 59" EAST, 166.25 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 40° 16' 39" EAST, 180.80 FEET TO A SET 1/2" IRON PIPE AT AN ANGLE POINT IN FENCE LINE; THENCE ACROSS A DRIVEWAY SOUTH 35° 07' 08" EAST, 261.67 FEET TO A SET 1/2" IRON PIPE AND TAG IN FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 37° 52' 40" EAST, 81.54 FEET TO A SET 1/2" IRON PIPE AND TAG; THENCE CROSSING A PAVED ROAD SOUTH 01° 10' 04" WEST, 27.60 FEET TO A POINT "B"; THENCE CONTINUING SOUTH 01° 10' 04" WEST, 28.43 FEET TO A SET 1/2" IRON PIPE AND TAG; SAID PIPE BEING THE POINT OF TERMINATION OF THE EASTERLY LINE OF THE 50.0 FOOT RIGHT-OF-WAY HEREIN DESCRIBED, SAID 50.0 FOOT STRIP TERMINATING AT A LINE LYING NORTH 88° 49' 56" WEST, 50.0 FEET FROM SAID IRON PIPE AND TAG.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ROAD ACCESS PURPOSES ALONG A 20 FOOT RIGHT-OF-WAY OVER AN EXISTING PAVED ROAD AS SAID ROAD IS DESCRIBED IN THE DEED TO BILLY RAY HENTHORN, ET UX, RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORD; BEGINNING AT THE SAME POINT OF BEGINNING ABOVE DESCRIBED IN PARCEL TWO AND RUNNING WESTERLY TO CHALK HILL ROAD, A COUNTY ROAD.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER THAT 50 FOOT WIDE RIGHT-OF-WAY AS SHOWN UPON PARCEL MAP M.S. 7286, FILED NOVEMBER 26, 1980, IN BOOK 313 OF MAPS, PAGES 43 AND 44, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER THAT 50 FOOT WIDE RIGHT-OF-WAY SHOWN ON PARCEL MAP NO. 87-624 RECORDED JULY 18, 1988, IN BOOK 419 AT PAGES 38 THROUGH 41, SONOMA COUNTY RECORDS.

APN: 132-120-025-000

BEGINNING AT A RAILROAD SPIKE ON THE WESTERLY LINE OF LOT 2 AS SHOWN ON PARCEL MAP 87-624 FILED IN BOOK 419 OF MAPS, PAGES 38-41, SONOMA COUNTY RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PARCEL MAP; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE APPROXIMATE NORTHERLY EDGE OF A PAVED DRIVEWAY N 75° 00' 40" EAST, 26.13 FEET; THENCE SOUTH 71° 14' 02" EAST, 98.64 FEET; THENCE NORTH 85° 32' 34" E, 34.50 FEET; THENCE SOUTH 71° 13' 23" EAST, 27.22 FEET; THENCE SOUTH 02° 40' 30" EAST, 50.45 FEET; THENCE SOUTH 13° 51' 50" EAST, 136.57 FEET; THENCE ON A CURVE TO THE RIGHT, WITH A RADIUS OF 260.00 FEET, FOR A LENGTH OF 124.49 FEET, THROUGH A CENTRAL ANGLE OF 27° 26' 04"; THENCE SOUTH 13° 34' 14" WEST, 46.91 FEET; THENCE SOUTH 18° 02' 11" WEST, 62.85 FEET; THENCE SOUTH 12° 39' 54" WEST, 58.94 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 85.00 FEET, FOR A LENGTH OF 150.03 FEET, THROUGH A CENTRAL ANGLE OF 101° 07' 55"; THENCE SOUTH 88° 28' 01" EAST, 68.21 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 300.00 FEET, FOR A LENGTH OF 238.30 FEET, THROUGH A CENTRAL ANGLE OF 45° 30' 41"; THENCE NORTH 46° 01' 18" EAST, 47.01 FEET; THENCE NORTH 30° 30' 41" EAST, 73.99 FEET; THENCE LEAVING SAID NORTHERN EDGE OF THE DRIVEWAY, NORTH 61° 21' 06" EAST, 1067.91 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED LOT 2; THENCE ALONG THE EASTERLY LINE OF LOT 2, SOUTH 12° 52' 34" EAST, 810.33 FEET TO A ½" IRON PIPE TAGGED LS 3216, HEREINAFTER REFERRED TO AS ½" IRON PIPE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 2; THENCE LEAVING SAID EASTERLY LINE OF LOT 2 AND ALONG THE SOUTHERLY LINE OF LOT 2, NORTH 87° 28' 34" WEST, 206.28 FEET TO A ½" IRON PIPE; THENCE N 67° 03' 15" WEST, 415.33 FEET TO A ½" IRON PIPE; THENCE NORTH 79° 59' 14" WEST, 421.97 FEET TO A ½" IRON PIPE; THENCE SOUTH 69° 46' 50" WEST, 91.12 FEET TO A ½" IRON PIPE; THENCE SOUTH 04° 24' 46" WEST, 162.01 FEET TO A ½" IRON PIPE; THENCE SOUTH 35° 09' 07" WEST, 72.91 FEET TO A ½" IRON PIPE; THENCE SOUTH 67° 55' 02" WEST, 125.40 FEET TO A ½" IRON PIPE; THENCE SOUTH 58° 29' 13" WEST, 103.81 FEET TO A ½" IRON PIPE; THENCE NORTH 43° 18' 10" WEST, 242.43 FEET TO A ½" IRON PIPE; THENCE SOUTH 46° 41' 50" WEST, 224.71 FEET TO A ½" IRON PIPE; THENCE NORTH 61° 06' 04" WEST, 1117.32 FEET TO A ½" IRON PIPE; THENCE NORTH 23° 31' 16" WEST, 164.34 FEET TO A ½" IRON PIPE; THENCE NORTH 65° 17' 44" WEST, 120.56 FEET TO A ½" IRON PIPE; THENCE LEAVING THE SOUTHERLY LINE OF LOT 2 AND ALONG THE WESTERLY LINE OF LOT 2, NORTH 09° 19' 29" EAST, 434.60 FEET TO A RAILROAD SPIKE AS SHOWN ON SAID PARCEL MAP 87-624; THENCE NORTH 57° 07' 11" EAST, 191.48 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT OVER A STRIP OF LAND, 20 FEET WIDE, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING PORTION OF CENTERLINE DESCRIPTION, AND 50 FEET WIDE WESTERLY THEREAFTER ALONG THE LINE DESCRIBED AS THE EASTERLY EDGE WITH SIDELINES OF SAID RIGHT OF WAY STRIP TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE EXISTING 20 FOOT RIGHT OF WAY ON THE NORTH, THE INTENT OF THIS EASEMENT DESCRIPTION TO PROVIDE FOR ACCESS AND UTILITIES USE FROM SAID EXISTING 20 FOOT WIDE EASEMENT, WHICH EXTENDS WESTERLY FROM LANDS OF BILLY RAY HENTHORN, ETUX, TO CHALK HILL ROAD, A COUNTY ROAD, AS SAID 20 FOOT EASEMENT IS DESCRIBED IN CONVEYANCE RECORDED IN BOOK 2891 OF OFFICIAL RECORDS, PAGE 369, AND IN DEED CONVEYANCE RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORDS; COMMENCING AT A FOUND ½" IRON PIPE AND TAG LS 2798 BEING THE MOST WESTERLY CORNER OF THE LANDS OF BILLY RAY HENTHORN, ET UX, AS RECORDED IN DEED 2891 OF OFFICIAL RECORDS, PAGE 369, SONOMA COUNTY RECORDS, AS SAID ½" IRON PIPE AND TAG IS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 216 OF MAPS, PAGES 8 AND 9, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 29° 05' 09" WEST, 9.78 FEET TO A FOUND NAIL AND SHINER IN THE CENTER OF A PAVED ROAD, BEING THE SAME NAIL AND SHINER AS SHOWN ON SAID RECORD OF SURVEY AND ALSO CALLED POINT "A" ON SAID RECORD OF SURVEY; THENCE NORTH 54° 34' 58" WEST, 81.81 FEET ALONG THE CENTERLINE OF EXISTING PAVED ROAD AND THE MOST EASTERLY COURSE AS SHOWN ON SAID RECORD OF SURVEY TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 22° 51' 26" EAST, 16.66 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 22° 51' 26" EAST, 126.00 FEET TO A SET ½" IRON PIPE AND TAG; NORTH 85° 01' 12" EAST, 248.00 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 74° 21' 31" EAST, 129.07 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 50° 58' 13" EAST 419.66 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 35° 25' 43" EAST, 156.68 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 73° 40' 31" EAST, 115.47 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 52° 35' 46" EAST, 287.70 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 12° 20' 40" EAST, 190.45 FEET TO A SET ½" IRON PIPE AND TAG; SOUTH 52° 39'

47" EAST, 198.03 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 55° 30' 48" EAST, 168.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 36' 14" EAST, 103.51 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 43° 12' 48" EAST, 262.78 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE DESCRIPTION, SAID POINT IS WITNESSED BY A RAILROAD SPIKE BEARING SOUTH 83° 39' 23" EAST, 20.60 FEET AND A 1/2" IRON PIPE AND TAG ON THE EAST SIDE OF SAID 50 FOOT RIGHT OF WAY BEARS NORTH 54° 37' 37" EAST, 25.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID 20 FOOT RIGHT OF WAY NORTH 54° 37' 38" EAST, 25.00 FEET TO A SET 1/2" IRON PIPE AND TAG ON THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY, SAID IRON PIPE IS AT A FENCE INTERSECTION; THENCE ALONG THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY FOLLOWING THE MEANDERING OF A FENCE LINE THE FOLLOWING COURSES: SOUTH 27° 31' 55" EAST, 40.10 FEET TO A POINT; SOUTH 14° 43' 51" EAST, 156.74 FEET TO A SET 1/3" IRON PIPE AND TAG; SOUTH 10° 00' 14" EAST, 145.39 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 09' 39" EAST, 99.79 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 18° 32' 48" EAST, 167.08 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24° 59' 23" EAST, 49.32 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 30° 41' 34" EAST, 67.41 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 62° 02' 51" EAST, 139.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 26° 56' 59" EAST, 166.25 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 40° 16' 39" EAST, 180.80 FEET TO A SET 1/2" IRON PIPE AT AN ANGLE POINT IN FENCE LINE; THENCE ACROSS A DRIVEWAY SOUTH 35° 07' 08" EAST, 261.67 FEET TO A SET 1/2" IRON PIPE AND TAG IN FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 37° 52' 40" EAST, 81.54 FEET TO A SET 1/2" IRON PIPE AND TAG; THENCE CROSSING A PAVED ROAD SOUTH 01° 10' 04" WEST, 27.60 FEET TO A POINT "B"; THENCE CONTINUING SOUTH 01° 10' 04" WEST, 28.42 FEET TO A SET 1/2" IRON PIPE AND TAG; SAID PIPE BEING THE POINT OF TERMINATION OF THE EASTERLY LINE OF THE 50.0 FOOT RIGHT-OF-WAY HEREIN DESCRIBED, SAID 50.0 FOOT STRIP TERMINATING AT A LINE LYING NORTH 88° 49' 56" WEST, 50.0 FEET FROM SAID IRON PIPE AND TAG.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ROAD ACCESS PURPOSES ALONG A 20 FOOT RIGHT OF WAY OVER AN EXISTING PAVED ROAD AS SAID ROAD IS DESCRIBED IN THE DEED TO BILLY RAY HENTHORN, ETUX, RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORDS; BEGINNING AT THE SAME POINT OF BEGINNING ABOVE DESCRIBED IN PARCEL TWO AND RUNNING WESTERLY TO CHALK HILL ROAD, A COUNTY ROAD.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER THAT 50 FOOT WIDE RIGHT-OF-WAY BETWEEN PARCELS ONE AND TWO AS SHOWN UPON PARCEL MAP M.S. 7286, FILED NOVEMBER 26, 1980, IN BOOK 313 OF MAPS, PAGES 43 AND 44, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

Dated: 05/21/2012

STATE OF CALIFORNIA
COUNTY OF San Mateo) ss

On June 7, 2012, before me,

K. Ingalls, Notary Public, personally

appeared Michael L. Martin and

R. Jeffrey Martin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

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

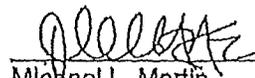
WITNESS my hand and official seal.

Signature 

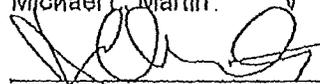
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Charles E. Martin



Michael L. Martin



R. Jeffrey Martin

EXHIBIT "B9"

PARCEL ONE:

LOT 3, AS SHOWN AND DELINEATED UPON COUNTY OF SONOMA PARCEL, MAP NUMBER 87-624, RECORDED JULY 18, 1988 IN BOOK 419 OF MAPS, PAGES 38 THROUGH 41, SONOMA COUNTY RECORDS.

PARCEL TWO:

A RIGHT OF WAY 50.0 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES ACROSS A PORTION OF THAT 50.0 FOOT RIGHT OF WAY CROSSING LOT 2 OF COUNTY OF SONOMA PARCEL MAP NUMBER: 87-624, THE CENTERLINE OF SAID RIGHT OF WAY TO BE HEREIN DESCRIBED, IS AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 2 OF COUNTY OF SONOMA PARCEL MAP 87-624, AT THE NORTHERLY TERMINUS OF THAT PORTION OF THE WESTERLY LINE OF SAID LOT 2, WHICH HAS A BEARING OF NORTH 57 DEGREES 0.7' 11" EAST, A DISTANCE OF 191.480 FEET; THENCE SOUTH 75 DEGREES 17' 24" EAST, 178.19 FEET; THENCE SOUTH 12 DEGREES 28' 14" EAST, 248.07 FEET; THENCE SOUTH 17 DEGREES 13' 56" WEST, 259.45 FEET; THENCE SOUTH 29 DEGREES 20' 49" EAST 85.30 FEET THENCE NORTH 89 DEGREES 46' 08" EAST 215.34 FEET THENCE NORTH 63 DEGREES 41' 03" EAST, 126.50 FEET; THENCE NORTH 41 DEGREES 23' 47" EAST, 175.05 FEET THENCE SOUTH 66 DEGREES 22' 165" EAST, 93.53 FEET TO THE NORTHERLY LINE OF LOT 3 OF COUNTY OF SONOMA PARCEL MAP NUMBER 87-624 THE SIDELINES OF THE DESCRIBED STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE WESTERLY OF LOT 2 AND ALSO TO TERMINATE ON THE NORTHERLY LINE OF LOT 3 OF COUNTY OF SONOMA PARCEL, MAP NUMBER 87-624.

PARCEL THREE;

A NON-EXCLUSIVE EASEMENT OVER A STRIP OF LAND, 20 FEET WIDE, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING PORTION OF CENTERLINE DESCRIPTION AND 50 FEET WIDE WESTERLY THEREAFTER ALONG THE LINE DESCRIBED AS THE EASTERLY EDGE WITH SIDELINES OF SAID RIGHT OF WAY STRIP TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE EXISTING 20 FOOT RIGHT OF WAY ON THE NORTH, THE INTENT OF THIS EASEMENT DESCRIPTION TO PROVIDE FOR ACCESS AND UTILITIES USE FROM SAID EXISTING 20 FOOT WIDE EASEMENT, WHICH EXTENDS WESTERLY FROM LANDS OF BILLY RAY HENTHORN, ET UX TO CHALK HILL ROAD, A COUNTY ROAD, AS SAID 20 FOOT EASEMENT IS DESCRIBED IN CONVEYANCE RECORDED IN BOOK 2891 OF OFFICIAL RECORDS, PAGE 369 AND DEED CONVEYANCE RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORDS.

COMMENCING AT A FOUND 1/2" IRON PIPE AND TAG I.S. 2798 BEING THE MOST WESTERLY CORNER OF THE LANDS OF BILLY RAY HENTHORN, ET UX, AS RECORDED IN DEED 2891 OF OFFICIAL RECORDS, PAGE 369, SONOMA COUNTY RECORDS, AS SAID 1/2" IRON PIPE AND TAG IS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 216 OF MAPS, PAGES 8 AND 9, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 29 DEGREES 05' 09" WEST 9.78 FEET TO A FOUND NAIL AND SHINER IN THE CENTER OF A PAVED ROAD, BEING THE SAME NAIL AND SHINER AS SHOWN ON SAID RECORD OF SURVEY AND ALSO CALLED POINT "A" ON SAID RECORD OF SURVEY; THENCE NORTH 54 DEGREES 34' 58" WEST 81.81 FEET ALONG THE CENTERLINE OF EXISTING PAVED ROAD AND THE MOST EASTERLY COURSE AS SHOWN ON SAID RECORD OF SURVEY TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF THE 20 FOOT WIDE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTERLINE OF 20 FOOT RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES:

SOUTH 22 DEGREES 51' 26" EAST 16.66 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 22 DEGREES 51' 26" EAST 126.00 FEET TO A SET 1/2" IRON PIPE AND TAG; NORTH 85 DEGREES 01' 12" EAST 248.00 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 74 DEGREES 21' 31" EAST 129.07 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 50 DEGREES 58' 13" EAST 419.66 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 35 DEGREES 25' 43" EAST 156.68 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 73 DEGREES 40' 31" EAST 115.47 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 52 DEGREES 35' 46" EAST 287.70 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 12 DEGREES 20' 40" EAST 190.45 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 52 DEGREES 39' 47" EAST 198.03 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 55 DEGREES 30' 48" EAST 168.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24 DEGREES 36' 14" EAST 103.51 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 43 DEGREES 12' 48" EAST 262.78 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE DESCRIPTION, SAID POINT IS WITNESSED BY A RAILROAD SPIKE BEARING SOUTH 83 DEGREES 39' 23" EAST 20.60 FEET AND A 1/2" IRON PIPE AND TAG ON THE EAST SIDE OF SAID 50 FOOT RIGHT OF WAY BEARS NORTH 54 DEGREES 37' 37" EAST 25.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID 20 FOOT RIGHT OF WAY, NORTH 54 DEGREES 37' 38" EAST 25.00 FEET TO A SET 1/2" IRON PIPE AND TAG ON THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY, SAID IRON PIPE IS AT A FENCE INTERSECTION; THENCE ALONG THE EAST EDGE OF SAID 50 FOOT RIGHT OF WAY FOLLOWING THE MEANDERINGS OF A FENCE LINE THE FOLLOWING COURSES; SOUTH 27 DEGREES 31' 55" EAST 40.10 FEET TO A POINT; SOUTH 14 DEGREES 43' 51"

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EAST 156.74 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 10 DEGREES 00' 14" EAST 145.39 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24 DEGREES 09' 39" EAST 99.79 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 18 DEGREES 32' 48" EAST 167.08 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 24 DEGREES 59' 23" EAST 49.32 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 30 DEGREES 41' 34" EAST 67.41 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 62 DEGREES 02' 51" EAST 139.13 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 26 DEGREES 56' 59" EAST 166.25 FEET TO A SET 1/2" IRON PIPE AND TAG; SOUTH 40 DEGREES 16' 39" EAST 180.80 FEET TO A SET 1/2" IRON PIPE AT AN ANGLE POINT IN A FENCE LINE; THENCE ACROSS A DRIVEWAY SOUTH 35 DEGREES 07' 08" EAST 261.67 FEET TO A SET 1/2" IRON PIPE AND TAG IN PIPE FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 37 DEGREES 52' 40" EAST 81.54 FEET TO A SET 1/2" IRON PIPE AND TAG; THENCE CROSSING A PAVED ROAD SOUTH 01 DEGREE 04" WEST 27.60 FEET TO A POINT "B"; THENCE CONTINUING SOUTH 01 DEGREE 10' 04" WEST 28.43 FEET TO A SET 1/2" IRON PIPE AND TAG; SAID PIPE BEING THE POINT OF TERMINATION OF THE EASTERLY LINE OF THE 50 FOOT RIGHT OF WAY HEREIN DESCRIBED SAID 50 FOOT STRIP TERMINATING AT A LINE LYING NORTH 88 DEGREES 49' 56" WEST 50.0 FEET FROM SAID IRON PIPE AND TAG.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR ROAD ACCESS PURPOSES ALONG A 20 FOOT RIGHT OF WAY OVER AN EXISTING PAVED ROAD AS ROAD IS DESCRIBED IN THE DEED TO BILLY RAY HENTHORN, ET UX, RECORDED IN BOOK 3441 OF OFFICIAL RECORDS, PAGE 789, SONOMA COUNTY RECORDS; BEGINNING AT THE SAME POINT OF BEGINNING ABOVE DESCRIBED IN PARCEL THREE AND RUNNING WESTERLY TO CHALK HILL ROAD, A COUNTY ROAD.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR GENERAL ROAD AND UTILITY PURPOSES OVER THAT 50 FOOT WIDE RIGHT OF WAY BETWEEN PARCELS 1 AND 2 AS SHOWN UPON PARCEL MAP M.S. 7286, FILED NOVEMBER 26, 1980 IN BOOK 313 OF MAPS, PAGES 43 AND 44, SONOMA COUNTY RECORDS.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, MAINTENANCE, AND DRAINAGE OF THE EXISTING ROAD LYING WITHIN ALL THAT PORTION OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A 1/2" IRON PIPE AND TAG (L.S. 2798) IN THE CENTERLINE OF A 50 FOOT RIGHT OF WAY NEAR THE SOUTHEASTERLY CORNER OF THAT 134 ACRE PARCEL, BEING THE NORTHERLY LINE OF COURSE NO. 45, FURTHER LYING 125.5 FEET, MORE OR LESS, FROM SAID SOUTHEAST CORNER, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 311 OF MAPS, AT PAGE 26, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTERLINE OF THE RIGHT OF WAY THE FOLLOWING COURSES: SOUTH 76 DEGREES 14' 23" WEST 91.12 FEET TO A POINT; THENCE SOUTH 65 DEGREES 33' 53" WEST 177.75 FEET TO A POINT; THENCE SOUTH 17 DEGREES 23' 43" WEST 87.04 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF THAT 134 ACRE PARCEL SHOWN IN SAID RECORD OF SURVEY, SAID POINT BEING THE TERMINUS OF THE CENTERLINE HEREIN DESCRIBED. THE SIDELINES OF THE DESCRIBED STRIP OF LAND ARE TO BE

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LENGTHENED OR SHORTENED TO TERMINATE ON THE PROPERTY LINES OF THAT
134 ACRE PARCEL AFORESAID MENTIONED.

A.P. No. 132*120-027

13432 Chalk Hill Road