SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors **AGENDA NO. V-I**

FROM: David Warner, District General Counsel

Meeting Date: November 1, 2012

SUBJECT: Adopt Resolution 12-20 Approving Agreement and Grant of Easement with F. Korbel & Bros., Inc. and Accepting Said Grant of Easement

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RECOMMENDED ACTION: Receive a presentation on a proposed Agreement and Grant of Easement ("Easement Agreement") from F. Korbel & Bros., Inc. ("Korbel") that provides access from River Road across Korbel property to District-owned property commonly identified as Assessor's Parcel No. 070-350-008 ("Parcel 8"), and adopt Resolution 12-20 which approves the Easement Agreement and accepts the grant of easement contained therein, and authorizes the General Manager to sign all documents and do all things reasonably necessary to finalize the agreement.

FISCAL IMPACT: none.

DISCUSSION:

The District has been made a party to litigation involving several property owners, including Korbel, and various claims relating to access from River Road across property owned by Korbel. One of the parties, John Berry and Maureen Berry (collectively, "Berry"), named the District as a defendant in the underlying litigation. The District Board previously authorized the District General Manager to enter into a settlement agreement with Berry on behalf of the District. That settlement agreement has now been executed and the District has been dismissed from the Berry lawsuit.

Subsequently, Berry entered into a settlement agreement with Korbel, the terms of which included a grant of easement by Korbel in favor of Berry that gives Berry a right of access over a portion of Korbel's property that extends from River Road to a point where Parcel 8 abuts Korbel's property. When Korbel granted an access easement to Berry, Berry dismissed the remainder of their lawsuit. (Note: There still remains a lawsuit in which Korbel and another property owner, Jacobsen, have claims against each other, but that lawsuit does not involve the District.)

Now that Korbel has settled the litigation as to Berry, and in order to avoid future litigation regarding rights of access over its property, Korbel has offered to grant the District an access easement using the same route and alignment that has already been granted to Berry.

The basic terms of the proposed Easement Agreement are summarized in Exhibit 2, which is labeled "Summary of Easement Agreement" and a copy of the Easement Agreement is attached as Exhibit 3. While the right to use the easement is created when the grant of easement is accepted by the District, the obligations contained in the attached summary table are triggered only if the District elects to use the easement. If the District does not use the easement, the obligations do not materialize.

While the Board has previously been advised by staff that the District does not need access over the Korbel property, there is no cost to the District in obtaining such access through the Easement Agreement, unless and until the District elects to use the rights of access granted in the easement. In accepting the proposed grant of easement, the District will acquire access rights across Korbel's property as outlined in Exhibit 3, following page 17 and labeled "Exhibit Map", and which provides an access route from River Road to Parcel 8.

Staff and District general counsel recommend that the Board adopt Resolution 12-20 which approves the Easement Agreement, accepts the grant of an access easement and authorizes the General Manager to sign all documents and do all things reasonably necessary to finalize the agreement.

ATTACHMENTS:

Exhibit 1 – Resolution 12-20
Exhibit 2 – Summary of Easement Agreement
Exhibit 3 – Agreement and Grant of Easement (draft)

RESOLUTION NO. 12-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF OHE SWEETWATER SPRINGS WATER DISTRICT APPROVING AN AGREEMENT AND GRANT OF EASEMENT WITH F. KORBEL & SONS, INC., AND ACCEPTING SAID GRANT OF EASEMENT

WHEREAS, Sweetwater Springs Water District ("District") was named as a defendant (and cross-defendant) in litigation ("the Lawsuit") involving several property owners, including F. Korbel & Sons, Inc. ("Korbel"); and

WHEREAS, the Lawsuit relates to claims by various private parties that allege rights of access from River Road across property owned by Korbel to several parcels of private property; and

WHEREAS, the District Board has previously approved the terms of a settlement agreement with one of the parties in the Lawsuit, John Berry and Maureen Berry (collectively, "Berry"); and

WHEREAS, the settlement agreement with Berry has now been executed and the District has been dismissed from the Lawsuit by Berry; and

WHEREAS, subsequent to the settlement between Berry and the District, Berry entered into a settlement agreement with Korbel, whereby Korbel granted an access easement to Berry over a portion of Korbel's property that extends from River Road to a point where Korbel's property abuts a parcel owned by the District ("Parcel 8"); and

WHEREAS, as a result of the settlements with the District and Korbel, Berry has dismissed all of the parties that Berry had named as defendants in the Lawsuit; and

WHEREAS, after settling its dispute with Berry, and in order to avoid future litigation regarding rights of access over its property, Korbel has offered to grant the District an access easement using the same route and alignment that Korbel has already been granted to Berry; and

WHEREAS, the terms and conditions of the offer from Korbel are set forth in a proposed Agreement and Grant of Easement ("the Agreement") that is attached to the staff report for this item; and

WHEREAS, there is no cost to the District in obtaining an access easement, unless and until the District elects to use the rights of access that are being granted by Korbel; and

WHEREAS, in accepting the proposed easement, the District will acquire access rights across Korbel's property from River Road to Parcel 8; and

WHEREAS, the District Board of Directors has determined that it is in the best interests of the District to approve the terms of the Agreement, and accept the easement granted therein;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Agreement, substantially in a form attached to the staff report for this item.

BE IT FURTHER RESOLVED that the Board of Directors hereby accepts the grant of easement contained in the Agreement and authorizes the General Manager to sign all documents on behalf of the District and to do all things reasonably necessary to finalize the Agreement.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on November 1, 2012, by the following vote:

Director	**Aye**	**No**
Sukey Robb-Wilder	_____	_____
Jim Quigley	_____	_____
Rich Holmer	_____	_____
Gaylord Schaap	_____	_____
Victoria Wikle	_____	_____

_____
Sukey Robb-Wilder
President of the Board of Directors

_____
Attest: Julie A. Kenny
Clerk of the Board of Directors

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Exhibit 2

Summary of Easement Agreement

1. Korbel grants a non-exclusive, 20-foot wide easement to SSWD for roadway, utility and access purposes (or the minimum width required for permitting purposes if less than 20-feet). Neither party has an obligation to survey or prepare a legal description of the easement area, unless a legal description becomes necessary for SSWD's use of the easement, in which case SSWD is responsible for surveying and preparing a legal description of the easement area. If another party (e.g., Berry) prepares a legal description of the easement area, then that legal description will be applicable here.
2. Easement is for non-commercial purposes (harvesting of timber for residential structures to be constructed on SSWD is not considered a "commercial purpose"). Use is limited to vehicular, non-vehicular and pedestrian traffic by "property owners" and easement holders. Parking on the easement is not permitted without the consent of Korbel
3. Easement allows for placement of "public utilities" (i.e., water, sewer, electricity, storm water facilities) within the boundaries of the easement, but does allow for cell towers or solar panels within the boundaries of the easement
4. Responsibility for construction and maintenance of an access route is based on use made of the easement (per Civil Code §845(c)). Unless and until SSWD decides to make use of the easement, SSWD has no obligation or responsibility for construction or maintenance of the easement
5. If SSWD elects to use the easement and to secure access over the easement area, SSWD must provide Korbel with keys, access codes, etc. for access through any gates or other barriers
6. If SSWD elects to use the easement, SSWD is obligated to maintain the easement in a manner to minimize runoff, erosion and soil instability and that does not adversely affect vegetation, wildlife or the environment
7. Korbel makes no warranties or representations as to the suitability of the road for described purposes
8. SSWD is obligated to indemnify Korbel for SSWD's acts or omissions for its use of the easement. SSWD is also obligated to defend, indemnify and hold Korbel harmless from mechanics' liens or other liens related to work or improvements undertaken by, or on behalf of, SSWD
9. If SSWD elects to use the easement, SSWD is obligated to maintain liability insurance with policy limits of at least $2,000,000 and must name Korbel as an additional insured on such policy

Exhibit 3

Recording requested by
and when recorded mail to:

David C. Faris
F. Korbel & Bros.
13250 River Road
Guerneville, CA 95446-9538

THE UNDERSIGNED TRANSFEROR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX: None. Easement: No consideration - R&T §11911

AGREEMENT AND GRANT OF EASEMENT

Preamble

This Agreement and Grant of Easement ("Agreement") is entered into by and between SWEETWATER SPRINGS WATER DISTRICT, a California Water District organized pursuant to California Water Code Section 30000, et seq., (hereinafter "SWEETWATER" or "Grantee") and F. KORBEL & BROS., aka F. KORBEL & BROS., INC. (hereinafter "KORBEL" or "Grantor"). The foregoing named parties may individually be referred to as a "Party" and are collectively referred to as "Parties."

RECITALS

A. *F. Korbel & Bros.* is a party in the Superior Court of California, Sonoma County, Case No. SCV-240790, which has been consolidated with the civil action entitled *Jason C. Jacobsen and Kirsten L. Jacobsen v. F. Korbel & Bros., et al.*, Case No. SCV-241149 (hereinafter collectively referred to as the "Action"). The Action generally arises out of claims by

property owners (BERRY or their predecessors in interest in action No. SCV-240790, and JASON C. JACOBSEN and KIRSTEN L. JACOBSEN in action No. 241149) to easements for access to their respective properties.

B. Each and every party disputes the claims of the other parties, and no admissions are intended by the Recitals or the terms of this Agreement.

C. The Parties wish to settle the Action between them.

D. SWEETWATER SPRINGS WATER DISTRICT represents and warrants that it is the sole owner of record of the SWEETWATER PARCELS (SWEETWATER PARCEL 3, which is Sonoma County Assessor Parcel No. 070-350-003; and SWEETWATER PARCEL 8, which is Sonoma County Assessor Parcel No. 070-350-008), and are fully authorized and competent to enter into this Agreement and release claims as provided in this Agreement. SWEETWATER SPRINGS WATER DISTRICT represents and warrants that it has no actual or constructive knowledge of any person or entity with any claim adverse to the title of SWEETWATER in the SWEETWATER PARCELS, and that it has no actual or constructive knowledge of any person or entity which claims any legal or equitable right, title, estate, lien, or interest in the SWEETWATER PARCELS (other than SWEETWATER SPRINGS WATER DISTRICT). and that SWEETWATER SPRINGS WATER DISTRICT has no actual or constructive knowledge of any cloud upon its title to the SWEETWATER PARCELS.

E. SWEETWATER SPRINGS WATER DISTRICT represents and warrants that to the best of its knowledge, at the time Sonoma County case number SCV 240790 was filed (May 24, 2007), full and clear title was held in the SWEETWATER PARCELS by SWEETWATER SPRINGS WATER DISTRICT, and that full and clear title in fee simple absolute to the SWEETWATER PARCELS was conveyed on or about April 10, 1992 (by means of CORPORATION QUITCLAIM DEED recorded on April 10, 1992, Official Records number 1992 0041217) to SWEETWATER SPRINGS WATER DISTRICT, a county water district organized pursuant to Water Code Section 30000 et seq.; and further represents and warrants that SWEETWATER SPRINGS WATER DISTRICT is fully authorized and competent to enter into this Agreement. A copy of this Quitclaim Deed is attached as Exhibit 3.

F. KORBEL represents and warrants that it is the sole owner of record of the portion of the SEQ OF SECTION 21 subject to the grant of easement in this agreement, and is fully authorized to enter into this Agreement.

G. SWEETWATER desires to acquire and KORBEL desires to convey certain easement rights on the SEQ of SECTION 21 for the purpose of allowing access to and from SWEETWATER PARCEL 8, for the further purpose of having SWEETWATER gain access to SWEETWATER PARCEL 3 from that point. This easement is non-exclusive and appurtenant. KORBEL retains the right to make any use of the SEQ of SECTION 21, including the right to grant easements in the SEQ of SECTION 21 to third parties. There is an existing footpath on the SEQ of SECTION 21; the intent of the parties is for the easement granted herein to follow as closely as practicable that footpath.

H. SWEETWATER and KORBEL entered into a Judgment Quieting Title Upon Stipulation, filed August 19, 2009, and recorded on September 30, 2009 (official records 2009 094227). Except to the extent this Agreement grants a deeded easement to SWEETWATER, the Judgment Quieting Title Upon Stipulation is not affected or limited by this Agreement.

DEFINITIONS

BERRY PARCELS means Sonoma County Assessor Parcel Nos. 070-350-001 and 070-350-002 which the parties are informed and believe is or has been vested in BERRY, and is further described in EXHIBIT 1.

JACOBSEN PARCEL means Sonoma County Assessor Parcel No. 070-350-007 which is vested in JACOBSEN, and is further described in EXHIBIT 1.

SEQ OF SECTION 21 means the Southeast Quarter of Section 21 of Township 8 North, Range 10 West, Mount Diablo Meridian, which is further described in EXHIBIT 1, and which is currently designated as a portion of Sonoma County Assessor Parcel No. 070-340-003, which is vested in KORBEL. The SEQ OF SECTION 21 is further outlined, for illustrative purposes, on Exhibit 2. The deeds by which Korbel acquired title are attached hereto and incorporated herein as Exhibit 4.

ONLY a portion of the SEQ OF SECTION 21 is subject to the Grant of Easement described in this Agreement.

SWEETWATER PARCEL 3 means Sonoma County Assessor Parcel No. 070-350-003 which the parties are informed is or has been vested in SWEETWATER SPRINGS WATER DISTRICT, and is further described in EXHIBIT 1.

SWEETWATER PARCEL 8 means Sonoma County Assessor Parcel No. 070-350-008 which the parties are informed is or has been vested in SWEETWATER SPRINGS WATER DISTRICT, and is further described in EXHIBIT 1.

TANG PARCEL means Sonoma County Assessor Parcel No. 070-350-006 which the parties are informed is or has been vested in ROBERT K. TANG and LYNETTE C. TANG (hereinafter, individually and collectively referred to as "Tang"), and is further described in EXHIBIT 1.

AGREEMENT

KORBEL Grant of Easement to SWEETWATER Across a Portion of SEQ of Section 21

1. KORBEL grants to SWEETWATER an appurtenant nonexclusive easement in perpetuity for general road, utility and access purposes to SWEETWATER PARCEL 8 identified above in the approximate location and route as shown on Exhibit 2, for the further purpose of having SWEETWATER gain access to SWEETWATER PARCEL 3 from that point. (This easement is referred to as the "Western Route".) The precise route of this easement may be surveyed and a legal description of the easement prepared, but neither Grantor nor Grantee are under any obligation to survey or prepare a legal description of this easement, unless a survey or legal description is reasonably necessary for Grantee's use, improvement or maintenance of the easement, in which case, as between Grantor and Grantee, the Grantee shall have the obligation and responsibility for the survey and/or legal description. An easement based on Exhibit 2 has been previously granted by Grantor to the owners of the BERRY Parcels. If this easement is surveyed, and/or a legal description of this easement is prepared by or relating to any other easement holders, then KORBEL and SWEETWATER agree that the survey and legal description shall apply to the easement conveyed herein. In that event, a final Easement shall be prepared and recorded, which shall contain the same terms and conditions as this Agreement, and the legal description shall be attached to the easement document. KORBEL makes no representations or warranties with respect to this easement, and has no obligations or liabilities whatsoever regarding SWEETWATER access or easement issues from SWEETWATER PARCEL 8 to SWEETWATER PARCEL 3, or anywhere else, and any issues related to SWEETWATER PARCEL 3, or any other access issues do not affect the finality of this Easement Agreement.

2. This easement is intended to be located, to the greatest extent practicable, near or along the Western Boundary of the SEQ of Section 21.

3. The scope of the easement shall be:

For non-commercial purposes. The harvesting of timber to be used in the construction of residential structures on the SWEETWATER PARCELS shall not be considered a commercial purpose, provided that is not

considered a commercial purpose under the law. The purpose and scope of the easement shall not be expanded or enlarged without the prior written permission of the Grantor.

Twenty feet wide, or the minimum distance necessary to satisfy permitting requirements for the maintenance of the roadway, whichever is less. The easement shall also allow for turnouts as required by permitting agencies in locations as reasonably agreed to between the Grantor and Grantee. The easement shall place the minimal burden on the SEQ of Section 21 and on all KORBEL PARCELS, and be limited to the legally permitted uses of Grantee's parcel or parcels.

The Roadway Easement is an easement for Roadway Purposes only. "Roadway Purposes" means use for and by moving vehicular, nonvehicular, and pedestrian traffic for any reasonable, lawful, noncommercial purpose connected with the use of the SWEETWATER PARCELS by the owners thereof. No parking of any vehicle shall be permitted on or about the easement by the owners of the SWEETWATER PARCELS without the prior agreement of KORBEL.

Utility Easement. The Utility Easement is for Public Utility Purposes only. "Public Utility Purposes" means use for installation, maintenance, repair and replacement of public utilities serving the SWEETWATER PARCELS. To the greatest extent practicable, the owners of the SWEETWATER PARCELS shall install such public utilities underground. The owners of the SWEETWATER PARCELS and of the KORBEL PARCEL shall meet and confer before installation of any public utilities, at the earliest possible stage for the planning of said installation, and reasonably and in good faith attempt to agree upon a location for placement of said utilities (to the extent that the public utility company or controlling governmental agency, statute, regulation or ordinance allows the parties to select the location) that results in the least impact upon the KORBEL PARCELS.

The placement of cell towers, solar panels, or similar devices or equipment within the boundaries of the Western Route by SWEETWATER, or any successor to SWEETWATER, is not permissible under this Agreement.

4. Costs of maintaining the easement in repair shall be in accordance with Civil Code section 845, which provides, in pertinent part:

" (a) The owner of any easement in the nature of a private right-of-way, or of any land to which any such easement is attached, shall maintain it in repair.

(b) If the easement is owned by more than one person, or is attached to parcels of land under different ownership, the cost of maintaining it in repair shall be shared by each owner of the easement or the owners of the parcels of land, as the case may be, pursuant to the terms of any agreement entered into by the parties for that purpose. If any owner who is a party to the agreement refuses to perform or fails after demand in writing to pay the owner's proportion of the cost, an action for specific performance or contribution may be brought against that owner in a court of competent jurisdiction by the other owners, either jointly or severally.

(c) In the absence of an agreement, the cost shall be shared proportionately to the use made of the easement by each owner.

Any owner of the easement, or any owner of land to which the easement is attached, may apply to any court where the right-of-way is located and that has jurisdiction over the amount in controversy for the appointment of an impartial arbitrator to apportion the cost. The application may be made before, during, or after performance of the maintenance work. If the arbitration award is not accepted by all of the owners, the court may enter a judgment determining the proportionate liability of each owner. The judgment may be enforced as a money judgment by any party against any other party to the action.

(d) In the event that snow removal is not required under subdivision (a) or under any independent contractual or statutory duty, an agreement entered into pursuant to subdivision (b) to maintain the easement in repair shall be construed to include snow removal within the maintenance obligations of the agreement if all of the following exist:

(1) Snow removal is not expressly precluded by the terms of the agreement.

(2) Snow removal is necessary to provide access to the properties served by the easement.

(3) Snow removal is approved in advance by the property owners or their elected representatives in the same manner as provided by the agreement for repairs to the easement."

For purposes of this provision, SWEETWATER is an owner of the easement. KORBEL is not an owner of the easement.

As between Grantor and Grantee, improvement, development, and other costs related to the easement are the responsibility of Grantee. To the extent that SWEETWATER is obligated to maintain or repair the Western Route based on its use of the easement (in accordance with Civil Code section 845(c)), SWEETWATER shall maintain, repair and utilize this access so as to cause the least practicable disruption to KORBEL property and operations.

SWEETWATER shall not allow, and shall defend, indemnify and hold harmless KORBEL, and its property, from and against any and all liens or claims, including mechanics' and design professionals' liens relating to or arising from labor or materials or engineering or design work relating to the easement conducted by or on behalf of SWEETWATER.

5. To the extent that SWEETWATER elects to use the easement granted herein and elects to secure access over said easement, SWEETWATER will take appropriate, reasonable measures to prevent unauthorized use of or access to the easement, including (by way of example), placement of gates, signs, and inspecting and monitoring the easement, as appropriate. SWEETWATER shall provide KORBEL with all keys, access codes, and other devices and information to allow KORBEL unfettered access through any gates or other devices installed by SWEETWATER.

6. Other Repairs and Maintenance. To the extent that SWEETWATER uses, maintains, or repairs the Western Route, or is obligated to maintain or repair the Western Route based on its use of the easement (in accordance with Civil Code section 845(c)), the Western Route shall be used and maintained in a manner which minimizes concentration of runoff, soil erosion and slope instability, does not adversely affect vegetation, wildlife, or the environment, and which does not impair the utility of the easement as a roadway, does not create additional liability for the parties to this Agreement, and which does not adversely affect any KORBEL parcels

identified in this Agreement, including the Northeast Quarter of Section 22, the Southeast Quarter of Section 22, and the Northeast Quarter of Section 28.

7. This easement applies only to a portion of the Southeast Quarter of Section 21. KORBEL makes no representation or warranty of the suitability of this easement for any purpose; and specifically and without limiting this, KORBEL makes no representation or warranty of the grantees' rights of access from River Road, or the steps needed to perfect or create those rights; and KORBEL has no obligation to incur any expense to perfect or create those rights. This easement is not contingent on the approval or allowance by appropriate public or other agencies of vehicle or other access from River Road, or through any property other than the SEQ of SECTION 21 to gain access to SWEETWATER PARCEL 3 or SWEETWATER PARCEL 8, and denial of vehicle or other access from River Road or through any other parcel or property does not obligate or entitle the parties to relocate this easement; it may result instead in grantee's accessing the easement by other means, or in an appropriate reduction in the scope or nature of the easement. KORBEL shall not be obligated to relocate this easement from the Western area of the Southeast Quarter of Section 21 to any other location. The easement granted is only to SWEETWATER PARCEL 8 (the southern boundary of AP no. 070-350-008); it is SWEETWATER's sole and exclusive responsibility and obligation to provide for access from there to SWEETWATER PARCEL 3. The approximate area of access of this easement to River Road is marked on Exhibit 2.

8. Indemnification. SWEETWATER (which is the indemnitor or indemnifying party) shall defend, indemnify, and hold harmless KORBEL, and its agents and contractors (which is the indemnitee), from any and all actions, claims, demands or liabilities arising from or relating to any acts or omissions of SWEETWATER, its agents, employees, invitees, or contractors, related to the Western Route or this Agreement. All expenses, costs, damages, and liabilities, including attorneys', consultants', and experts' fees, are within the scope of this indemnity obligation. KORBEL shall be indemnified only to the extent KORBEL is not negligent, and this indemnity obligation shall be applied consistent with the provisions of Civil Code section 1668.

Nothing in this Agreement limits or restricts the parties' common law and non-contractual indemnity rights.

9. Release.

Except for the obligations created by this Agreement, SWEETWATER and KORBEL release each other from all claims and demands raised in the Action.

It is expressly understood that Section 1542 of the California Civil Code provides as follows:

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

The provisions of Section 1542 of the California Civil Code and any similar provisions in other jurisdictions, if in any way applicable, are hereby waived by the parties.

Without in any way limiting the scope or effect of this release, SWEETWATER expressly releases, waives, and quitclaims any and all claims of access to the SWEETWATER PARCELS except for the easement right granted by this Agreement. SWEETWATER has no claims for easement by necessity, easement by prescription, equitable easement, easement by agreement, or any other easement claims.

10. Choice of Law. This Agreement shall be governed by, interpreted, enforced and construed in accordance with the laws of California.

11. No Admissions. The parties acknowledge and agree that this is part of a compromise which is not for any purpose, to be deemed or construed an admission of any liability whatsoever, on the part of any person.

12. Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the

successors, assigns, heirs, executors and administrators of the parties, including but not limited to the successors in interest to the SWEETWATER PARCELS and SEQ OF SECTION 21.

13. Except for the Judgment Quieting Title Upon Stipulation referred to above, this Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

14. Authority. Each signatory represents that he or she is duly authorized to execute this agreement and to bind the party which he represents, to the obligations described herein.

15. Insurance. Beginning with the date that this Agreement is executed, SWEETWATER shall maintain liability insurance, or equivalent coverage, to cover liability for injuries and property damage resulting from or arising out of any acts or omissions relating to the easement by SWEETWATER, and its agents, employees, contractors, guests, licensees, or invitees.

If either or both SWEETWATER PARCELS come under ownership of a non-public entity (that is, if a private person or entity becomes an owner), then that private person or entity shall provide KORBEL with a current certificate of insurance, which certificate shall name KORBEL (or its successors or assigns) as additional insureds under the applicable insurance policy, which policy and certificate shall be current at all times.

The liability insurance, or equivalent coverage, shall contain liability limits of at least $2 million at all times.

If the use, conditions, or risks associated with the Western Route materially change, the parties shall meet and confer regarding appropriate insurance limits or equivalent coverages. In that event, SWEETWATER shall obtain coverages and limits as reasonably requested by KORBEL; if SWEETWATER does not agree with the coverages and limits requested by KORBEL, then SWEETWATER shall obtain coverages and limits as reasonably determined by the risk manager for SWEETWATER; if there is no risk manager, then the determination shall be made by the insurance agent or broker for SWEETWATER or its successor; if there is no

insurance agent or broker, then the determination shall be made by the insurance agent or broker for KORBEL.

16. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement or by their successors in interest, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and experts' and consultants' fees as an element of their costs, in addition to any other relief that may be granted.

17. SWEETWATER shall reasonably cooperate in executing further documentation reasonably necessary to carry out the terms of this agreement, including preparation of maps, surveys, and deeds.

18. SWEETWATER understands that the access outlined in this agreement may also be used by other owners in or about the Northeast Quarter of Section 21, including JOHN BRUCE BERRY, individually and as Trustee of the JOHN BRUCE BERRY TRUST dated April 22, 2008, MAUREEN ANNE BERRY, individually and as Trustee of the MAUREEN ANNE BERRY TRUST, dated April 22, 2008 (and their agents, contractors, successors and assigns), Tang, and Jacobsen. KORBEL has granted an easement to the BERRY parties. The parties agree that the intention is for all owners to use the same easement route, and that the use by more than one owner does not in any way expand or broaden the easement rights of SWEETWATER or any other person or owner that may utilize the easement. This does not limit or restrict SWEETWATER's obligations to KORBEL. Any arrangements between any or all of the other owners in or about the Northeast Quarter of Section 21 (Sweetwater Springs Water District, Berry, Tang, and Jacobsen) regarding maintenance, repair, and other issues, are between them, and in no way create additional obligations or liabilities of KORBEL.

19. SWEETWATER represents and warrants that, except for the claims raised by JACOBSEN and BERRY, SWEETWATER has no knowledge of any third parties that claim to have easement or access rights to or through the SEQ of SECTION 21.

20. This Agreement and the right to use the easement are appurtenant to the SWEETWATER PARCELS and the SEQ of SECTION 21 and shall not be assigned separate and apart from a conveyance of the SWEETWATER PARCELS or SEQ of SECTION 21. Any purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

21. Interpretation of Agreement. The parties agree that they and their counsel have reviewed this Agreement and specifically agree that any rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply to the interpretation of this Agreement.

22. The invalidity of any provision of this Agreement, as determined by a court of final jurisdiction, shall in no way affect the validity of any other provision hereof.

23. Compliance with laws. SWEETWATER shall at all times comply with all laws, regulations, ordinances, permitting requirements, and other obligations arising from or relating to the easement and the use of the easement. This includes, without limitation, any and all matters relating to the design, construction, use, maintenance and improvement of the easement. Without otherwise expanding or broadening the nature or scope of the easement, SWEETWATER shall use the easement only as reasonably necessary in connection with lawfully permitted uses of the SWEETWATER PARCELS.

24. Separate conveyance or ownership. In the event SWEETWATER PARCEL 3 and SWEETWATER PARCEL 8 are separately conveyed, or ever do not share common ownership, then this Agreement and Grant of Easement shall remain in full force and effect as to each owner and person having or claiming easement rights due to any right, title or interest in SWEETWATER PARCEL 3 or SWEETWATER PARCEL 8. Any issues of access to SWEETWATER PARCEL 3 from or through SWEETWATER PARCEL 8 shall not affect the finality and enforceability of the easement rights granted under this Agreement.

Accepted and Agreed to:

Dated: November , 2012 _____

F. Korbel & Bros., a California corporation, by
David C. Faris, Vice President

Dated: November , 2012

SWEETWATER SPRINGS WATER DISTRICT
By:

Stephen F. Mack,
General Manager

Exhibits:

1 Parcel Identification

2 General Property Diagram

3 SWEETWATER SPRINGS WATER DISTRICT Deed

4 Korbel Deed

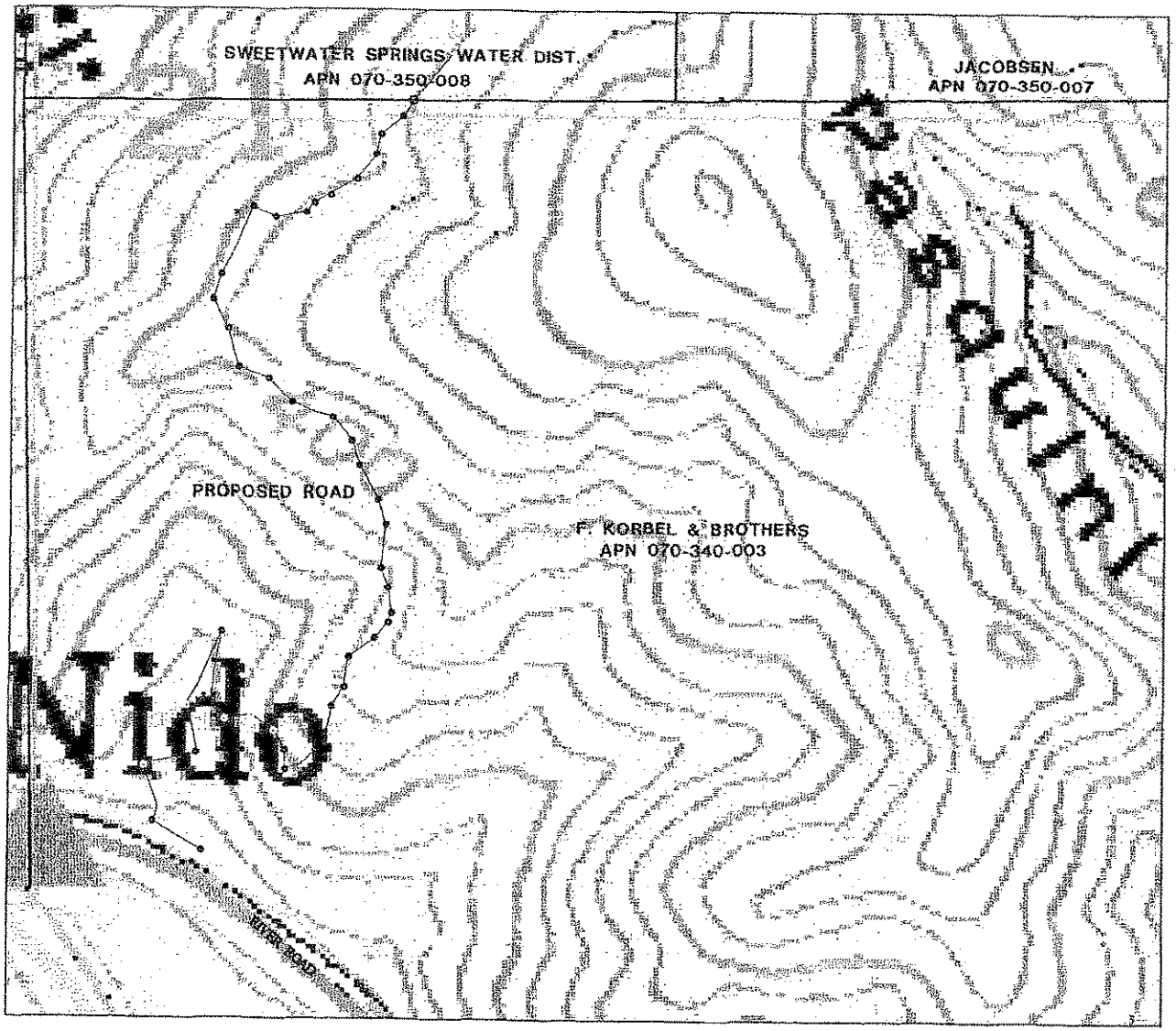
EXHIBIT 1: PARCEL IDENTIFICATION

OWNER	APN	TITLE DATE	TITLE DOC	LOCATION
BERRY (BERRY PARCEL)	070-350-001, 070-350-002	4/22/08	2008-036628	NW QUARTER of NE QUARTER of SECTION 21
SWEETWATER (SWEETWATER PARCEL 3)	070-350-003	04/10/1992	1992 0041217	NE QUARTER of NE QUARTER of SECTION 21
SWEETWATER (SWEETWATER PARCEL 8)	070-350-008	04/10/1992	1992 0041217	SW QUARTER of NE QUARTER of SECTION 21
KORBEL (SE QUARTER OF SECTION 21)	070-340-003	2/25/1888, recorded 12/19/1916 9/21/1903 9/21/1903	Book L of Patents, p. 13 Book 204 of Deeds Page 364 Book 204 of Deeds Page 366	SE QUARTER OF SECTION 21 (portion)
JACOBSEN (JACOBSEN	070-350-007	10/25/2002	2002-164786 SCR	SE QUARTER of NE QUARTER of SECTION

PARCEL)				21 (less the TANG PARCEL)
TANG (TANG PARCEL)	070-350-006	04/07/76	Book 3065, Page 948	SE QUARTER of NE QUARTER of SECTION 21 (portion)

EXHIBIT 2

PROPERTY DIAGRAM



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A MAP MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF TOM KITCHMAN IN APRIL 2012.

DATED _____ _____ _____
RICHARD W. BOWNDS PLS 7848

EXHIBIT MAP

AT THE REQUEST OF CHRIS MATTIA

BEING A PORTION OF THE LANDS OF F. KORBEL & BROTHERS

"LYING WITHIN SECTION 22, TOWNSHIP 6 NORTH, RANGE 10 WEST, M.D.M."

COUNTY OF SONOMA STATE OF CALIFORNIA

H W B

H W B - P L S, INC.
PROFESSIONAL LAND SURVEYORS
www.bowndsbrandt.com

117 WEST NORTH STREET (707) 433-9789
HEALDSBURG, CALIFORNIA 95448 FAX (707) 433-9781

A.P.N. 070-340-003 SEPTEMBER 2012 JOB No. 2008-098 SHEET 1 OF 3

EXHIBIT 3

SWEETWATER SPRINGS WATER DISTRICT DEED

1168CD13

35

1992 0041217

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

When recorded return to:

Sweetwater Springs Water Dist.
P. O. Box 900
Monte Rio, CA 95462

AT REQUEST OF FIRST AMERICAN TITL
04/10/1992 08:00:00
FEE: $ .00 PGS: 35
TT : $ .00 PAID

APN 72 216-08 70-352-03
70 294-08 72-031-08
70-350-08
74 150 12 69-060-04
71 150 11 69-060-11

Documentary Transfer Tax NONE
R&T §11922 Deed to Public Agency

Recording fees - none per Government Code 6103

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

CITIZENS UTILITIES COMPANY OF CALIFORNIA, a California corporation* does hereby remise, release and forever quitclaim to:**

SWEETWATER SPRINGS WATER DISTRICT, a county water district organized pursuant to Water Code Section 30000 et seq

Those certain parcels of land, water rights, easements and right of way described in Exhibits "C", "C-1" and "C-2" attached hereto and made a part hereof.

Dated April 1, 1992

CITIZENS UTILITIES COMPANY OF CALIFORNIA,
a California corporation

***SUCCESSOR IN INTEREST BY MERGER TO PUBLIC UTILITIES CALIFORNIA CORPORATION, A CALIFORNIA CORPORATION

By Charles J. Weiss
Secretary

State of Connecticut)
County of Fairfield) ss.

On this the 1st day of April 1992, before me, the undersigned Notary Public, personally appeared Charles J. Weiss, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity as Secretary of the corporation therein named, and that by his signature on the same, the corporation, upon behalf of which the person acted, executed the same.

Victoria M. Crawford
VICTORIA M. CRAWFORD
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL. 31, 1996

NOTARY PUBLIC

Exhibit "C"

Citizens Utilities Company of California real property rights in the Guerneville area Sonoma County California, described as follows:

Parcel 1:

Beginning at a 3/8" iron pipe monument marking the Northwesterly corner of Lot 84 as shown on Map No. 4, Eagle Nest, recorded in Book 20 of maps, page 11, Sonoma County Records; thence N. 87°30' E., along the Northerly line of said Lot 84, 30 feet to a 3/8" iron pipe monument; thence N. 2°30' W., 30 feet; thence S. 87°30' W., 30 feet to a 3/8" iron pipe monument; thence S. 2°30' E., 30 feet to the point of beginning.

A.P. No.: 70-230-79

Parcel 2:

Southwest quarter of the Northeast quarter of Section 21, Township 8 North, Range 10 West, Mount Diablo Meridian.

Saving and excepting therefrom all oil, gas, minerals and rock as contained in Deed to Citizens Resources Company, a Delaware Corporation recorded December 3, 1971 in Book 2585 of Official Records at page 659, Records of Sonoma County, California.

Saving and excepting therefrom all Timber Rights as contained in Deed to Citizens Resources Company, a Delaware Corporation recorded December 3, 1971 in Book 2585 of Official Records at page 664, records of Sonoma County, California.

Parcel 2A:

A right of way from the Northeast quarter of the Northeast quarter to the Southwest quarter of the Northeast quarter of said Section 21.

A.P. No.: 70-350-08

= from 03 → 08

but it crosses a corner, so both overlap onto 02 or 07

Parcel 3:

Northeast quarter of the Northeast quarter of Section 21, Township 6 North Range 10 West, Mount Diablo Meridian.

Saving and excepting therefrom all oil, gas, minerals and rock as contained in Deed to Citizens Resourses Company, a Delaware corporation recorded December 3, 1971 in Book 2585 of Official Records at page 659, Records of Sonoma County, California.

Saving and excepting therefrom all Timber Rights as contained in Deed to Citizens Resourses Company, a Delaware corporation recorded December 3, 1971 in Book 2585 of Official Records at page 664, Records of Sonoma County, California.

Parcel 3A:

A right of way from the North east quarter of the Northeast quarter to the Southwest quarter of the Northeast quarter of said Section 21.

"= fm 8-23"

A.P. No.: 70-350-3

Parcel 4:

Beginning at a point on the West line of Sec. 15, T. 8 N., R. 10 W., which is South 660 feet from the Northwest corner of the said Southwest quarter of the S. W. 1/4 of Section 15; thence from said point of beginning, and along the West line of Section 15, North 660 feet to the Northwest corner of said Southwest quarter of the Southwest quarter; thence along the North line of said Southwest quarter of the Southwest quarter, East 660 feet to a point; thence South 45 degrees West, 933.4 feet to the point of beginning.

Excepting therefrom all timber, existing and future, upon said land as conveyed to Citizens Resources Co., by Deed recorded December 3, 1971 in Book 2585 of Official Records, page 661, Sonoma County Records.

Also excepting therefrom all oil, gas, minerals and rock as conveyed to Citizens Resources Co., by Deed recorded December 3, 1971, in Book 2585 of Official Records, page 678, Sonoma County Records.

Parcel 4A:

The right to use a right of way 20 feet in width across the property of Hans Baagoe, the center of which right of way is described as follows:

Beginning at a point on the West line of the before mentioned Section 15, which is North 263.0 feet from the Southwest corner of said Section 15; thence from said point of beginning, and along the center of said right of way, the following courses and distances: North 51 degrees 12' East, 187.5 feet; thence North 29 degrees 03' East, 81.6 feet; thence North 1 degrees 47' West, 96.5 feet; thence North 14 degrees 29' East, 98.3 feet; thence North 12 degrees 36' East, 110.8 feet; thence South 27 degrees 34' East, 127.2 feet; thence North 5 degrees 83 degrees 83' East, 79.9 feet; thence South 44 degrees 57' East, 48.4 feet; thence North 78 degrees 21' East, 51.6 feet; thence North 55 degrees 19' East, 62.1 feet; thence North 83 degrees 14' East, 90.8 feet; thence North 54 degrees 23' East, 68.0 feet; thence North 25 degrees 01' East, 52.8 feet; thence North 10 degrees 12' West, 120.2 feet; thence North 80 degrees 33' East, 149.8 feet; thence North 70 degrees 39' West, 164.5 feet; thence South 75 degrees 31' West, 68.9 feet; thence South 88 degrees 45' West, 32.8 feet; thence North 52 degrees 09' West, 73.7 feet; thence North 10 degrees 37' West, 55.0 feet; thence North 84 degrees 37' East, 90.0 feet; thence North 75 degrees 47' East, 72.2 feet; thence North 86 degrees 02' East, 92.5 feet; thence North 68 degrees 01' West, 73.8 feet; thence North 34 degrees 08' West, 60.2 feet; thence North 4 degrees 48' West, 39.3 feet; thence North 70 degrees 06' East, 130.5 feet; thence North 64 degrees 46' East, 73.0 feet, more or less, to the North line of the Southwest quarter of the Southwest quarter of Section 15.

Excepting therefrom that portion lying within Parcel below.

The Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 15, Township 8 North, Range 10 West, M.D.B. & M.

A.P. No.: 69-060-11

Parcel 5:

The Southeast quarter (SE 1/4) and the South half of the Northeast quarter (S 1/2 of NE 1/4) of Section 16, T. 8 N., R. 10 W., M.D.B. & M.

Excepting therefrom all timber existing and future, upon said land as conveyed to Citizens Resources Co., by Deed recorded December 3, 1971 in Book 2585 of Official Records, page 680, Sonoma County Records.

Also excepting therefrom all oil, gas, minerals and rock as conveyed to Citizens Resources Co., by Deed recorded December 3, 1971, in Book 2585 of Official Records, page 657, Sonoma County Records.

A.P. No.: 69-060-04

Parcel 6:

Beginning at the Most Northwesterly corner of Lot 191, as described on the Map entitled, "Map No. 10, Eagle Nest", filed in the Office of the County Recorder of Sonoma County, on March 13, 1909 and recorded in Book 23 of Maps, page 5; thence South 60 degrees 45' West, 20 feet; thence South 1 degrees East, 97 feet, more or less; thence North 60 degrees 45' East, 60 feet, more or less, to the Southwesterly corner of said Lot 191; thence North 19 degrees 15' West, and along the Southwesterly side of said Lot 191, 54 feet; thence North 45 degrees 45' West, and along the Southwesterly line of said Lot 191, 33 feet to the point of beginning.

A.P. No.: 70-294-20

Parcel 7:

Lot Number 319, as numbered and designated upon the Map entitled, "Map No. 9, Eagle Nest, Sonoma Co., Cal., the property of the Russian River Land Co., T. 8 N., R. 10 W., M.D.M.", filed in the Office of the County Recorder of Sonoma County, on March 13, 1909, and recorded in Book 23 of Maps, page 4.

A.P. No.: 70-262-38

Parcel 8:

Lot 55, as shown on that certain map entitled "Map No. 6, Eagle West, Sonoma Co., Cal.", filed in the office of the County Recorder of Sonoma County, State of California, on August 17, 1907 in Book 20 of Maps at page 13.

A.P. No.: 70-220-12

Parcel 9:

That certain lot or parcel of land situate, lying and being in Township 8 North, Range 10, West, M.D.B. & M., Sonoma County, California, more particularly described as follows:

Starting at the common Northerly corner of Lots 146 and 147, as said Lots are shown and delineated on that certain map or plat, entitled, "Map No. 7 Eagle Nest", recorded August 17, 1907 Sonoma County Records, thence N. 7 dg. 16' E. 75.82 feet to an iron pipe driven in the ground which is the point of beginning of the tract of land to be herein described; thence from said point of beginning. N 22 dg. 56' W. 24.0 feet to an iron pipe; thence S. 67 dg. 04' W. 24.0 feet to iron pipe; thence S. 22 dg. 56' E. 24.0 feet to an iron pipe; thence N. 67 dg. 04' E. 24.0 feet to the point of beginning.

A.P. No.: 070-200-42

Parcel 10:

Lots numbered 4, 5, 6, 7, 8, 9 and 10 in Block C, as numbered and designated upon the map entitled "Map of Highland Park, the property of Delbert L. Westover, situated adjoining to the Town of Guerneville, Sonoma County California filed in the office of the County Recorder of Sonoma County on April 13, 1907 in Book 20 of Official Records at page 4, Records of Sonoma County, California.

Excepting and reserving from the Northerly side of Lot 10, a strip of land, 5 feet wide and also a strip of land 5 feet wide along a portion of the Westerly end of said Lot 10. All as described in a deed given by D.L. Westover to T.C. Keluersh, dated January 16, 1917.

Parcel 11:

Also that certain lot, in Block C, as numbered and designated upon the map entitled, "Map of Highland Park, the property of Delbert L. Westover, situated adjoining the town of Guerneville, Sonoma County, California", filed in the office of the County Recorder of Sonoma County, on April 13, 1907, and recorded in Book 20 of Maps, page 4, and marked "Reservoir", and bounded on the North by the North line of said property, on the West by Lots 9 and 10; on the South by Lots 8 and 13, on the East by Lots 11 and 12, all in Block C, said lot being 50 by 101.6 feet.

Parcel 12:

A strip of land 5 feet wide bounded on the North by the North line of the property of Russian River Water Company now or formerly bounded on the South by a line parallel with the said North line 5 feet distant therefrom and being parts of Lots 10 and 11 and lot marked "Reservoir" in Block C as numbered and designated upon the map entitled,"Map of Highland Park, the property of Delbert L. Westover, situated adjoining the town of Guerneville, Sonoma County, California", filed in the office of the County Recorder of Sonoma County, on April 13, 1907, and recorded in Book 20 of Maps, page 4.

Parcel 13:

Also a strip of land 5 feet in width across the West end of Lot 10, Block C, as numbered and designated upon the map entitled, "Map of Highland Park, the property of Delbert L. Westover, situated adjoining the town of Guerneville, Sonoma County, California", filed in the office of the County Recorder of Sonoma County, on April 13, 1907, and recorded in Book 20 of Maps, page 4, the center line of said strip conforming to the center line of Sunset Avenue, and extending from the North line of said property to the North end of Sunset Avenue, as on said map.

A.P. No.: 70-070-40

Parcel 14:

Lots Nos. 42 and 43, all in Block "B", as the same are shown upon that certain Map entitled, "Map of Highland Park, the property of Delbert Westover, situated adjoining the Town of Guerneville, Sonoma Co. Cal.", etc., filed April 13, 1907 in Book 20 of maps, page 4.

Excepting therefrom a strip of land of a uniform width of 5 feet, the Northerly line of which is coincident with the Northerly line of said Lots 42 and 43.

A.P. No.: 70-070-35

Parcel 15:

A strip of land 3 feet wide extending from Sunset Avenue to Woodland Avenue, Through Lot 4, Block D, on Map entitled, "Map of Highland Park", filed in the Office of the County Recorder of Sonoma County on April 13, 1907 and recorded in Book 20 of Maps, page 4, and described as follows:

Beginning at a point on the Easterly line of Lot 4, Block "D", distant 20 feet Southerly from the Northeasterly corner of Lot 4, and running thence Westerly and parallel to the Northerly line of Lot 4, to the Easterly line of Woodland Avenue; thence Southerly, along the Easterly line of Woodland Avenue, a distance of 3 feet; thence Easterly and parallel with the Northerly line of Lot 4, to the Westerly line of Sunset Avenue; thence Northerly, along said Westerly line of Sunset Avenue, a distance of 3 feet to the point of beginning.

A.P. No.: 70-070-31

Parcel 16:

A strip of land 5 feet wide bounded on the North by the North line of The Property of Russian River Water Company now or formerly bound on the South by a line parallel with the said North line 5 feet distant therefrom and being part of Lot 12, in Book D, as numbered and designated upon the Map entitled, "Map of Highland Park, the property of Delbert L. Westover, situated adjoining the Town of Guerneville, Sonoma, Co., Calif.", filed in the Office of the County Recorder of Sonoma County, on April 13, 1907, and recorded in Book 20 of Maps, page 4.

A.P. No.: 70-070-23

Parcel 17:

A strip of land 5 feet wide bounded on the North by the North line of The Property of Russian River Water Company now or formerly bounded on the South by a line parallel with the said North line 5 feet distant therefrom part of Lots 40, 42 and 43, in Block B, as numbered and designated upon the Map entitled, "Map of Highland Park, the property of Delbert L. Westover, situated adjoining the Town of Guerneville, Sonoma Co., Calif.", filed in the Office of the County Recorder of Sonoma County, on April 13, 1907, and recorded in Book 20 of Maps, page 4.

A.P. No.: 70-070-15

Parcel 18:

Lot 1 of Section 35, Township 8 North, Range 11 West, Mount Diablo Meridian.

Saving and excepting therefrom all oil, gas, minerals and rock as contained in Deed to Citizens Resources Company, a Delaware Corporation recorded December 3, 1971 in Book 2585 of Official Records at page 659, Records of Sonoma County, California

Saving and excepting therefrom all Timber Rights as contained in Deed to Citizens Resources Company, a Delaware Corporation recorded December 3, 1971 in Book 2585 of Official Records at page 664, Records of Sonoma County, California

A.P. No.: 105-240-07

Parcel 19:

Lot 9, Block 3, as numbered and designated upon the map entitled "Tract No. 113, Map of Riverlands Heights, a portion of the S.E 1/4 of section 29 T.8 N. R. 10 W. & a portion of the lands of J.K. & Marian E. Wright O. R. 441-254, County of Sonoma, State of California", recorded in the Office of the County Recorder of Sonoma County, California on July 13, 1950 in Book 65 of Maps, pages 11 and 12.

A.P. No.: 071-120-54

Parcel 20:

Lot Four (4) of Section 36, Township 8 North, Range 11 West, M.D.B.&M.

Excepting therefrom all Timber rights as contained in Timber Deed to Citizens Resources Company, a Delaware corporation recorded August 19, 1974 in Book 2890 of Official Records at page 935, Records of Sonoma County, California.

Excepting therefrom all oil, gas, mineral and rock rights as contained in Document to Citizens Resourses Company, a Delaware corporation recorded August 19, 1974 in Book 2890 of Official Records at page 938, Records of Sonoma County, California.

A.P. No.: 72-021-08

Parcel 21:

The Northerly ninety (90) feet of Lot 44 as numbered and designated on the Map entitled "El Bonita", in Sonoma County, California; being in Section 29, Township 8 N., Range 10 W., M. D. M., which said Map was recorded in the Office of the County Recorder of Sonoma County March 21, 1912 in Liber 27 of Maps, page 23.

A.P. No.: 70-110-09

Parcel 22:

Being a portion of Lot 5, Block 3 of Belden Addition to Guernewood Heights as the same is recorded in Book 61 at page 27 of Sonoma County Maps and particularly described as follows:

Beginning at the most Westerly corner of Lot 5, Block 3, thence from the said point of beginning N. 57 degrees 07' E. 30.0 feet; thence S. 38 degrees 18' 40" E. 30.0 feet; thence S. 57 degrees 07' W. 30.0 feet; thence N. 38 degrees 18' 40" W. 30.0 feet to the point of beginning.

A.P. No.: 72-173-05

Parcel 23:

Lot Fourteen (14), in Block E, as numbered and designated upon the Map entitled "In Sec. 31, T. 8 N., R. 10 W., M.D.M., Map of Guernewood Heights, an Addition to Guernewood Park, Sonoma Co., California, the property of Guerne and McLane, surveyed April 14th, 1903, by L. M. Ricksecker, Surveyor", filed in the Office of the County Recorder of Sonoma County, California, on May 11, 1903, and recorded in Book 15 of Maps, page 10.

A.P. No.: 72-160-06

Parcel 24:

Commencing at a 3/4" iron pipe monument marking the Northeasterly corner of Lot 5, Block A, as shown on Map of Subdivision No. 1, East Guernewood, recorded in Book 48 of Maps, pages 1 and 2, Official Records of Sonoma County; thence South 83 degrees 49' East 192.8 feet to a 3/4" iron pipe monument marking the point of beginning of the tank site to be described; thence South 65 degrees 12' East 50 feet; thence South 24 degrees 48' West 45 feet; thence North 65 degrees 12' West 50 feet; thence North 24 degrees 48' East 45 feet to the point of beginning.

Parcel 24A:

Limitation of the generality of the rights of way and easements hereinafter granted, the right to lay, maintain, repair, relay, replace, relocate and remove such pipe lines and mains and accessory appliances, fixtures and connections, for the conveyance of water, as from time to time shall be necessary or convenient to the operation of a water system, over and across an easement and right of way 20 feet in width (together with reasonable ingress thereto and reasonable egress therefrom) the center line of which is described as follows:

Beginning at the 3/4" iron pipe monument marking the Northeasterly corner of Lot 5 as described above; thence North 85 degrees 39' East 44.4 feet; thence South 72 degrees 32' East 88.3 feet; thence South 69 degrees 33' East 51.1 feet to a point in the Westerly line of the tank site above described; which point bears South 24 degrees 48' West 24.54 feet from the 3/4" iron pipe monument, marking the Northwesterly corner of said tank site.

A.P. No.: 71-180-09

Parcel 25:

That certain place, parcel, or tract of land lying, being and situated in Section 29, Township 8 North, Range 10 West, M.D.B. & M., particularly described as follows:

Beginning at an iron pipe monument which marks the Southeast corner of the Southwest one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 29, township and Range aforedescribed; thence S. 89 degrees 33' W. 72.83 feet; thence N. 0 degrees 01' E. 35.19 feet; thence N. 89 degrees 59' E. 40.0 feet; thence S. 0 degrees 01' W. 30.0 feet; thence N. 89 degrees 33' E. 32.83 feet; thence South 5.0 feet to the point of beginning.

Parcel 25A:

An easement over a five foot (5') strip of land bounded on the South by the South line of Section 29; on the West by the most Easterly corner of the tract of land shown on Map, "Record of Survey", filed in Book of Maps, No. 51, at page 20, Sonoma County Records; on the East by the West line of the hereinabove described tract of land; and on the North by a line parallel to and five (5') feet North from the South line of said Section 29. The purpose of said easement to be for ingress and egress, the laying and maintaining of pipe lines, conduit or electric switch control wires or for any other purpose necessary for the uninterrupted supply of water.

A.P. No.: 71-130-28

Parcel 26:

A portion of Block 29 as numbered and designated upon the Map entitled "Map of Subdivision, Russian River Heights The Property of L.L. Cnopius" filed on June 12, 1903 is Book 15 of Maps, page 13, as being more particularly described as follows:

Beginning a point from which the most Southerly corner of above-mentioned Block 29, bears South 45 feet; thence North 30 feet; thence South 70 degrees 00' East 25 feet; thence South 30 feet; thence North 70 degrees West 25 feet to the point of beginning.

A.P. No.: 72-215-01

Parcel 27:

Being that portion of Sec. 36 T. 8 N. R. 11 W. M. D. B & M., particularly described as follows:

Beginning at a point which bears N. 51 degrees 26' W. 300.75 ft. from the SW Cor. of Lot 2 Block 7 Guernewood Terrace No. 5 recorded in Book 46 of Maps at pages 48 and 49, February 16, 1927; thence N. 83 degrees 09' W. 423.06 feet; thence S. 71 degrees 46' W. 305.64 feet; thence S. 40 degrees 25' W. 132.78 ft; thence S. 70 degrees 20' W. 134.97 ft.; thence N. 42 degrees 25' W. 104.6 feet; thence N. 71 degrees 03' W. 488.03 ft.; thence S. 9 degrees 30' W. 822.1 ft.; thence S. 42 degrees 00' E. 470.1 feet; thence N. 54 degrees 21' E. 342.6 ft.; thence N. 10 degrees 48' W. 222.06 feet; thence N. 13 degrees 08' E. 240.63 ft.; thence N. 50 degrees 52' E. 106.58 ft.; thence N. 70 degrees 20' E. 237.7 feet; thence N. 40 degrees 25' E. 130.02 ft.; thence N. 71 degrees 46' E. 204.96 ft.; thence S. 83 degrees 09' E. 378.54 ft.; thence N. 6 degrees 51' E. 200.0 ft. to the point of beginning.

A.P. Nos.: 72-021-19 & 14

Parcel 28:

Being a parcel of land in Section 25, Township 8 North, Range 11 West, M. D. B. and M., and being more particularly described as follows:

WELL SITE

Commencing at the Northerly corner of Lot 6 Block "C" Monte Rosa Subdivision No. 1 as the same is shown on that map recorded in Book 48 of Maps at page 19, Sonoma County Records; thence from said point of commencement South 70 degrees 40' 20" West 110.08 feet to a 3/4" iron pipe and the point of beginning of the parcel of land to be herein described.

Thence from said point of beginning South 72 degrees 26' East 25.00 feet to a 3/4" iron pipe; thence South 17 degrees 34' West 25.00 feet to a 3/4" iron pipe; thence North 72 degrees 26' West 25.00 feet to a 3/4" iron pipe; thence North 17 degrees 34' East 25.00 feet to a 3/4" iron pipe and the point of beginning of the above described parcel of land.

A.P. No.: 72-310-19

Parcel 29:

commencing at the most Northerly corner of Lot 6, Block "C", Monte Rosa Subdivision No. 1, as above described; thence from said point of commencement South 70 degrees 40' 20" West 110.08 feet to a 3/4" iron pipe; thence North 27 degrees 57' 30" West 798.86 feet to a 3/4" iron pipe and the point of beginning of the parcel of land to be herein described; thence from said point of beginning North 2 degrees 36' East 27.38 feet; thence curving to the right with a radius of 574.95 feet thru an angle of 0 degrees 36' 24" for a distance of 6.09 feet to a 3/4" iron pipe; thence South 66 degrees 16' West 84.85 feet to a 3/4" iron pipe; thence South 23 degrees 44' East 30.00 feet; thence North 66 degrees 16' East 70.00 feet to the point of beginning of the above described parcel of land. Basis of Bearing: Monte Rosa Subdivision No. 1.

A.P. No.: 72-320-25

Parcel 30:

Lot 11, Block B as said Lot is numbered and designated upon that certain map entitled "Subdivision No. 1 Alfonzo's River Terrace, Section 6, Township 7 North, Range 10 West., M.D.B. & M., Sonoma County, California", filed June 29, 1933 in Book 48 of Maps, page 42 and 43, Sonoma County Records.

A.P. No.: 71-260-41

Parcel 31:

Lots 38 and 39 Block B as said Lots are numbered and designated upon that certain Map entitled "Subdivision No. 1 Alfonzo's River Terrace, Section 6, Township 7 North, Range 10 West, M.D.M. & M. Sonoma County, California", etc., filed June 29, 1933 in Book 48 of Maps, page 42 and 43, Sonoma County Records.

A.P. No.: 71-260-50

Parcel 32:

Lots 18, 19, 19A, 20, 23, 33, 34,35,35A, 36, 36A, 37, 59, 60, 61, 62, 63, 63 1/2, 64, 65, 65A, 66, 66A, 67 and 68, Block B as said Lots are numbered and designated upon that certain map entitled "Subdivision No. 1 Alfonzo's River Terrace.

Section 6, Township 7 North, Range 10 West., M.D.B. & M. being in Sonoma County, California", etc., filed June 29, 1933 in Book 48 of maps, pages 42 and 43, Sonoma County Records.

A.P. No.: 71-260-48

Parcel 33:

Lots 26, 28, 29, 30 & 31, Block B, as said Lots are numbered and designated upon that certain Map entitled "Subdivision No. 1 Alfonzo's river Terrace, Section 6, Township 7 North, Range 10 West, M.D.B. & M., Sonoma County, California", etc, filed June 29, 1933 in Book 48 of Maps, page 42 and 43, Sonoma County Records.

Parcel 34:

Also that portion of Lot 27 of said "Alfonzo's River Terrace", lying North and west of the following described line: Commencing at the most Northerly corner of said Lot 27; thence South 32 degrees 30' East, 46 feet to the point of beginning; thence Southwest in a straight line to a point on the Southwesterly Boundary line of said Lot 27, from which the most Southerly corner of Lot 27 bears South 20 degrees 31' East 42.22 feet.

A.P. No.: 71-260-46

Parcel 35:

1, 2, 3, 4, 5, 6, 11, 13, 14, 16, 17, 42, 43, 44, 45, 46, 47, 48, 49, 49A, 50, 50A, 51, 52, 53, 54, 55, 56, 56A, 57, 57A, 58, 69, 70, 71, 72 and 73, Block B as said Lots are numbered and designated upon that certain Map entitled "Subdivision No. 1 Alfonzo's River Terrace, Section 6, Township 7 North, Range 10 West, M.D.B. & M., Sonoma County, California", etc., filed June 29, 1933 in Book 48 of Maps, page 42 and 43, Sonoma County Records.

A.P. No.: 71-260-51

Parcel 36:

Lot Numbered 169 as delineated upon the Map of Subdivision No. 1, Monte Cristo, filed in the Office of the County Recorder of Sonoma County, California, January 10, 1910, in Book 21 of Maps, at page 13, Sonoma County Records.

A.P. No.: 94-053-03

Parcel 37:

Being in the Bodega Rancho, and a portion of that 135 acre tract of land as shown and designated upon Sheet No. 1 of that map entitled, "Map Showing a portion of the Bodega Rancho Sonoma County, California", and map being on file in Book 29 of Maps, at page 11, Sonoma County Records, this portion thereof being particularly described as follows:

Being at a point which is North 3700.9 feet from corner No. B 184 of the Patent Survey of Bodega Rancho, as shown on above described map; thence North 79 degrees 30' East, 1410.4 feet, thence North 6 degrees 35' West, 351.1 feet; thence South 88 degrees 19' West, parallel to the Southerly line of Tier "H", as shown and designated on "Map of Monte Rio Park", filed in Book 15 of Maps, page 4, Sonoma County Records, and 20 feet Southerly therefrom, a distance of 93.95 feet, more or less; thence North 67 degrees 46' West, parallel to the Southerly line of Tier "G", as shown and designated on "Map of Monte Rio Park Addition No. 4", filed in Book 20 of maps, at page 26, Sonoma County Records, and 20 feet Southerly therefrom a distance of 231.25 feet; thence North 51 degrees 56' West, parallel to the Southerly line of Tier "L", as shown on above described map of Monte Rio Park Addition No. 4, and 20 feet Southerly therefrom, a distance of 177.6 feet to the Southerly line of Alpine Terrace, as shown and designated on Map of Monte Rio Park Addition No. 5, filed in Book 21 of Maps, at page 9, Sonoma County Records; thence along the Southerly line of Alpine Terrace, as shown on above described map, the following courses and distances, South 89 degrees 08' West, 15.2 feet; North 60 degrees 21' West, 87.2 feet; North 87 degrees 28 1/2' West, 43.2 feet; South 45 degrees 09 1/2' West , 111.86 feet; North 84 degrees 21' West, 43.13 feet; North 41 degrees 57' West, 118.9 feet, to a point which bears South 48 degrees 30' West, a distance of 10 feet from monument #38 in Alpine Terrace, as shown on above described Map No. 5; thance North 20 degrees 20' West, 46.33 feet to the most Westerly corner of Lot 1, Tier "O", Map No. 5, above described; thence North 52 degrees 02' West, 693.61 feet to the West line of the aforedescribed 135 acre tract; thence South, along said West line, 1328.86 feet to the point of beginning.

Excepting therefrom all existing and future timber as contained in Timber Deed recorded December 3, 1971 in Book 2585 of Official Records, page 666, Sonoma County Records.

Also excepting therefrom all oil, gas, minerals and rock rights as contained in Deed recorded December 3, 1971 in Book 2585 of Official Records, page 669, Sonoma County Records.

A.P. No.: 96-010-01

Parcel 38:

Lots 38 & 39, Tier I, as numbered and designated upon that Certain Map entitled "Addition No. 1, Monte Rio Park" filed in the Office of the County Recorder of Sonoma County on May 1, 1905 in Book 18 of Maps at page 2, Sonoma County Records.

A.P. No.: 95-113-03 (ptn)

Parcel 39:

A tract of land in Sec. 7, T. 7 N., R. 10 W., M. D. B. & M., County of Sonoma, State of California, and more particularly described as follows:

Beginning at a point which is the most Easterly corner of Lot 5, Tier M. as numbered and designated on a Map entitled "Breen's Addition to Monte Rio, Sonoma County, California, being in Sec. 7 T. 7 N., R. 10 W., M. D. M.," recorded in the Office of the County Recorder, County of Sonoma, State of California, on Sept. 16, 1910; running thence N. 21 degrees 50' E. 150.0 feet to a point; thence N. 82 degrees 30' W. 100.00 feet to a point; thence S. 21 degrees 50' W. 150.0 feet to a point which point is the most Easterly corner of Lot 3, Tier M as numbered and designated on the aforesaid map; thence S. 82 degrees 30' E. 100.0 feet to the point of beginning.

A.P. No.: 94-121-03

Parcel 40:

Located in the Southwest quarter of Section 6, Township 7 North, Range 10 West, M.D.M., and being a portion of the 68.20 acre tract of land conveyed to Mary T. Breen by that certain Decree in the Matter of the Termination of the Joint Tenancy Interest of Hugh Breen, deceased, said Decree being dated June 29, 1945 and recorded June 29, 1945 in Book 646 of Official Records, page 51, Recorder's Serial No. B-95846, Sonoma County Records, said portion being more particularly described as follows:

Commencing at an iron pipe monument set at the Northwesterly corner of the tract of land shown on Record of Survey recorded in Book 49 of Maps, page 67, Sonoma County Records, said point being on the Southwesterly line of the State Highway, and known as Road IV-Son-104-A of the survey of said Highway; thence North 7 degrees 57' East and crossing said Highway a distance of 68.90 feet, more or less, to the division fence line between the lands conveyed to William C. Bagley and wife by Deed recorded November 10, 1944 in Book 623 of Official Records, page 219, Recorder's Serial No. B-84768, Sonoma County Records, and said lands of Mary T. Breen, said point being the point of beginning of the parcel of land to be herein described; thence from said point of beginning North 33 degrees 44' East and along the division fence line between said lands of Bagley and Breen, a distance of 423.70 feet to a 3/4 inch iron pipe monument; thence South 55 degrees 19' East 125 feet to a 3/4 inch iron pipe monument; thence South 34 degrees 41' West 125 feet to an iron pipe monument; thence North 55 degrees 19' West 102.90 feet to a point and from which point a 3/4 inch iron pipe monument set on said division line bears North 55 degrees 19' West a distance of 20 feet; thence South 33 degrees 44' West 306 feet to the Northeasterly line of said HIghway; thence North 41 degrees 22' West and along the Northeasterly line of the Highway a distance of 20.70 feet; thence leaving said Highway North 33 degrees 44' East a distance of 2.30 feet to the point of beginning.

Excepting therefrom all that portion conveyed to the State of California by Deed recorded June 2, 1953 in Book 1211 of Official Records, page 267, Sonoma County Records.

A.P. No.: 94-080-1

Parcel 41:

Being a portion of Lot 10, in Block 6, as said Lot and Block are numbered and designated upon the Map entitled, "Subdivision No. 2 of Rio Campo, a portion of Sections 5 & 6, T. 7 N., R. 10 W., M.D.B. & M.," and filed in the Office of the County Recorder of Sonoma County on June 30, 1927 in Book 47 of Maps, pages 16, 17 and 18, said portion being more particularly described as follows:

Commencing at the common corner to Lots 10, 11, 12 and 13, in said Block 6; thence South 20 degrees 38' East along the division line between Lots 10 and 11 a distance of 40 feet to a point, said point being the point of beginning of the parcel of land to be herein described; thence from said point of beginning North 20 degrees 38' West and returning along said division line 40 feet to the common corner to said Lots 10, 11, 12 and 13; thence North 71 degrees 13' West along the division line between Lots 10, 13 and 14 a distance of 40.70 feet to the common corner to Lots 8, 9 and 10; thence South 2 degrees 30' East along the division line between said Lots 9 and 10, a distance of 40 feet; thence Southeasterly in a direct line 51.25 feet, more or less, to the point of beginning.

Parcel 41A:

An easement for all general Right of Way purposes, and for the joint use and benefit of the grantee herein, and its successors in interest, and the grantors herein, and their successors in interest, over and along a strip of land 5 feet in width and described as commencing at the common corner, to Lots 10, 11, 12 and 13 in said Block 6; thence South 20 degrees 38' East along the division line between Lots 10 and 11 a distance of 40 feet to a point, said point being the point of beginning of the strip of land to be herein described; thence from said point of beginning and continuing South 20 degrees 38' East along said division line 55.60 feet to the Northerly line of Ridgecrest Drive; thence Westerly along said Drive a distance of 5 feet; thence North 20 degrees 38' West parallel with and 5 feet Westerly of said division line a distance of 58.50 feet, more or less, to the Southerly line of the hereinabove described parcel of land; thence Southeasterly along said line a distance of 6 feet, more or less, to the point of beginning.

A.P. No.: 94-160-30

Parcel 42:

Being a thirty foot diameter tract of land which is a portion of Section 11, Township 7 North, Range 11 West, M.D.B. & M. and particularly described as follows:

Commencing at a 6" x 6" concrete monument located at the angle point on the Westerly right of way line of Laurel Dell Avenue as shown on Map of Russian River Meadows Subdivision, recorded January 21, 1948 in Book 59 of Maps at pages 8 and 9, Sonoma County Records; thence along the Westerly right of way line of said Laurel Dell Avenue, South 5 degrees 09' 30" East 419.40 feet; thence leaving said Westerly right of way line of Laurel Dell Avenue, North 88 degrees 42' East 155.98 feet to the center of a well, said well being the center of the herein described thirty foot diameter tract of land.

Parcel 42A:

An easement, ten feet wide for roadway, utility and pipe line purposes along the following described centerline:

Commencing at a 6" x 6" concrete monument located at an angle point on the Westerly right of way line of Laurel Dell Avenue as shown on map of Russian River Meadows Subdivision, recorded January 21, 1948 in Book 59 of Maps at pages 8 and 9, Sonoma County Records; thence along the Westerly right of way line of said Laurel Dell Avenue, South 5 degrees 09' 30" East 419.40 feet; thence leaving the Westerly line of said Laurel Dell Avenue, North 88 degrees 42' East 50.11 feet to the Easterly right of way line of said Laurel Dell Avenue and the point of beginning of the herein described centerline; thence continuing North 88 degrees 42' East 90.87 feet to the herebefore described thirty foot diameter tract of land.

Parcel 42B:

An easement for pipe line purposes along the following described line:

Commencing at the Most Northerly corner of Lot 14 of Russian River Meadows Subdivision, recorded January 21, 1948 in Book 59 of Maps at pages 8 and 9, Sonoma County Records; thence along the Southerly right of way line of Sylvan Way as shown on said map, South 47 degrees 30' 30" West 17.85 feet; thence leaving the Southerly right of way line of said Sylvan Way North 43 degrees 29' 30" West 50.00 feet to the Northerly right of way line of Sylvan Way and the point of beginning of the herein described pipe line easement; thence from said point of beginning North 43 degrees 29' 30" West 0.60 feet; thence South 89 degrees 12' 30" West 353.67 feet to the herebefore described thirty foot diameter tract of land.

A.P. No.: 96-180-36

Parcel 43:

Beginning at the most Easterly corner of Lot 18 in Block "A", as shown upon the Map entitled "Map of Subdivision No. One, Drake Estates, Sonoma County, Cal.", etc., filed April 27, 1936 in Book 50 of Maps, pages 34 and 35, Sonoma County Records; thence along the Northeast and Northerly line of said Block "A", North 26 degrees 44' West 183.64 feet, more or less, to the most Northerly corner of Lot 14, Block "A" as shown upon the Map above referred to; thence North 63 degrees 16' East along the Northeasterly extension of the Northwesterly line of said Lot 14 to the centerline of the Russian River; thence along the center line of the Russian River in a Southeasterly direction to a point which bears North 38 degrees 46' East from the point of beginning; thence South 38 degrees 46' West to the point of beginning.

Parcel 43A:

A Right of Way for the installation maintenance, repair and replacement of water pipe lines only, over and across the following described lands:

Commencing at the Southeasterly corner of Lot 13 in Block "A" as same is shown upon the Map herein referred to; thence along the Southern boundary of said Lot 13, South 63 degrees 16' West, 147.44 feet to the Southwest corner thereof; thence South 26 degrees 44' East 10 feet to the Northwest corner of Lot 14 in said Block "A"; thence along the Northern line of said Lot 14, North 63 degrees 16' East, 147.44 feet to the Northeast corner thereof; thence continuing North 63 degrees 16' East to the center line of the Russian River; thence along said center line Northwesterly 10 feet, more or less, to a point which bears North 63 degrees 16' East from the point of commencement; thence South 63 degrees 16' West to the point of commencement.

Being a tract designated "Lane" and the extension thereof, all as said lot and block and lane are shown upon that certain map entitled "Map of Subdivision No. One, Drake Estates, Sonoma County, Cal.", etc., filed April 27, 1936 in Book 50 of Maps, pages 34 and 35, Sonoma County Records.

A.P. No.: 71-025-22

Parcel 44:

Beginning at a point which bears South 54 degrees 21' East, 302.6 feet from the most Southerly corner of Lot No. 20, said Lot being shown and designated upon the Map entitled, "Map of the Subdivision of Sheridan", on file in Book 16 of Maps, page 10, Sonoma County Records; thence from said point of beginning, South 63 degrees 10' East, 223.6 feet; thence North 28 degrees 10' East, 103.15 feet; thence North 51 degrees 50' West 218.85 feet; thence South 39 degrees 10' West, 150.0 feet to the point of beginning.

Parcel 44A:

Easement for the purpose of the passage of men and vehicles and of laying, maintaining, operating, repairing and removing pipes and pipe lines over, along and under the following described 20 foot strip of land; beginning at a point on the Southeasterly line of the right of way of the Northwestern Pacific Railroad, South 45 degrees 31' East, 60.0 feet from the most Southerly corner of Lot No. 20, Subdivision of Sheridan, heretofore above described; thence from said point of beginning, South 51 degrees 50' East, 244.7 feet; thence South 63 degrees 10' East, 229.03 feet; thence South 82 degrees 13' East, 103.35 feet; thence North 7 degrees 50' East, 20.0 feet; thence North 82 degrees 10' West, 100.0 feet; thence North 63 degrees 10' West, 223.6 feet; thence North 61 degrees 60' West 242.63 feet to a point on the above described right of way line; thence Southwesterly, along said right of way line, 20.0 feet to the point of beginning; subject to a reservation unto North Shore Land Company and its assigns of the right at all times to pass over and across said 20 foot strip of land.

A.P. No.: 97-130-08

Parcel 45:

Lot 63, Tier J. as shown on that certain Map entitled Mesa Grande Addition No. 1 filed in the Office of the County Recorder of Sonoma County on March 6, 1906 in Book 19 of Maps, at page 5, Sonoma County Records.

A.P. No.: 95-023-13

Parcel 46:

A portion of Lot 101, Tier I, as delineated upon Map of Mesa Grande Addition No. 1, filed in the Office of the County Recorder of Sonoma County, California March 6, 1906, in Book 19 of Maps at page 5, Sonoma County Records, particularly described as follows:

Beginning at a point on the line common to said Lot 101 and Lot 100, distant thereof Northeasterly 26.5 feet from the corner common to said Lots 100, 101 and to Lots 102 and 103; thence Southeasterly in a direct line to a point on the Southerly line of said Lot 101, distant thereon Easterly 24.5 feet from the Southerly corner common to said Lots 101 and 103; thence Easterly along the Southerly line of Lot 101, to the most Easterly corner of said Lot 101; thence Northerly along the Easterly line thereof to the Easterly corner common to said Lots 100 and 101; thence Westerly along the said line common to Lots 100 and 101, to said point of beginning.

A.P. No.: 95-022-30

Parcel 47:

Being a portion of Lot 17, Block 3, as numbered and designated upon the map entitled "Belden Addition to Guernewood Heights" filed in the Office of the County Recorder of Sonoma County on August 24, 1948 in Book 61 of Maps, page 27, and particularly described as follows:

Commencing at the most Westerly corner of Lot 11, Block 3, thence from the point of commencement N. 78 degrees 19' E. 31.92 feet; thence N. 82 degrees 08' 50" E. 59.34 feet to the true point of beginning of the parcel of land herein described; thence from the point of beginning N. 82 degrees 08' 50" E. 30.0 feet; thence curving to the left with a radius of 15.0 feet a distance of 34.96 feet; thence N. 51 degrees 28' W. 45.33 feet; thence S. 1 degrees 30' 20" W. 58.95 feet to the point of beginning.

A.P. No.: 72-173-19

Parcel 48:

Portion of Guernewood Heights filed in the Office of the County Recorder of Sonoma County in Book 15 of Maps, at page 10, North Park Street and Block B, South Park Street and Block C, and designated on Recorded Map as "Park Site".

A.P. No.: 72-160-23

Parcel 49:

Beginning at a point on the Southerly line of the Southeast quarter of the Northeast quarter of Section 29, T. 8 N., R. 10 W., M. D. B. & M., 130.0 feet Easterly from the Southwest corner thereof; thence Easterly along the Southerly line above described, to a point on the East side, left hand bank of the Russian River; thence Northeasterly along the East side, left hand bank of the Russian River to a point which is 200 feet North of the above mentioned Southerly line produced; thence Westerly and parallel to above mentioned Southerly line, to a point which is 27.6 feet Southeasterly from and on a line at a right angle to the present fence line of the Northwestern Pacific Railroad Company, and at a right angle to center line of the Northwestern Pacific Railroad Company, thence South 33 degrees 49-1/2' West, 244 feet to the point of beginning.

Parcel 49A:

Also a right of way, 40.0 feet in width, parallel to, and along the last course above described, saving and excepting therefrom any portion within the right of way of the Northwestern Pacific Railroad Company.

A.P. No.: 70-140-01

Parcel 50:

Beginning at the most Northerly corner of the parcel of land conveyed by George Munk, a single man, to Chester Leonard and wife by Deed dated July 29, 1954 and recorded August 5, 1954 in the Office of the County Recorder of Sonoma County under Recorder's Serial No. E-26784; thence South 41 degrees 08' 20" East and along the Northeastern line of said Leonard Parcel a distance of 64.36 feet; thence North 11 degrees 17' East to a point that bears 20 feet measured at right angles from the extension Southerly of the Southwestern line of the parcel of land described in the Deed conveyed by Herbert A. Genelly and wife to Alexander Smirnov and wife, by Deed dated September 29, 1946 and recorded February 7, 1947 in the Office of the County Recorder of Sonoma County under Recorder's Serial No. C-37339; thence North 35 degrees West and parallel with the said Southwestern line of Smirnov Parcel a distance of 291 feet, more or less, to the low water line of Russian River as it existed on July 23, 1885; thence Southwesterly and along said low water line to the most Northerly corner of the parcel of land conveyed by Mae Toivari and husband to Barbara La Vita Smith, by Deed dated March 24, 1954 and recorded April 2, 1954 in the Office of the County Recorder of Sonoma County under Recorder's Serial No. E-17745; thence South 64 degrees 01' 20" East and along the Northern line of said Smith parcel a distance of 253.33 feet to a point on the Western line of said Leonard Parcel; thence North 13 degrees 45' 40" East a distance of 54.4 feet to the point of beginning.

A.P. No.: 71-220-68

Parcel 50A:

Together with, but without limitation of the generality of the rights of way and easements hereinafter granted, a right of way and easement to construct, reconstruct, replace, use, maintain, repair, relocate or remove such pipe lines and mains, and accessory appliances, fixtures and connections, for the conveyance of waters as from time to time shall be necessary or convenient to the operations of a water system, on and across the following described property:

Beginning at the Southeast corner of Lot 5, Block A, as shown upon the Map entitled "Subdivision No. 3 Vacation Beach, Sonoma County, California", filed June 3, 1936 in Book 50 of maps, pages 38, 39 and 40, Sonoma County Records; thence North 11 degrees 17' East a distance of 26.92 feet to the true point of beginning of the parcel of land to be herein described; thence North 71 degrees 24' West a distance of 144.53 feet; thence North 11 degrees 17' East a distance of 5.08 feet; thence South 71 degrees 24' East a distance of 145.53 feet to the Western line of Orchard Avenue as shown on said Subdivision Map; thence South 11 degrees 17' West and along said Western line of Orchard Avenue to the true point of beginning.

Parcel 51:

A tract of land in Sections 6 and 7, T. 7 N., R. 10 W., M. D. B. & M., County of Sonoma, State of California and described as follows:

Beginning at a point distant South 63 degrees 06' East, 395.2 feet, more or less, from the Northwest corner of Sec. 7, T. 7 N., R. 10 W. M. D. B. & M., and on the Southeasterly line as defined by the present fence of the land described in the Deed from Hugh Breen and wife, to David King, dated April 4, 1903, and recorded June 9, 1903, in Liber 206 of Deeds, page 264; running thence North 36 degrees 04' East, 265.0 feet, more or less, along said fence to a point in the Southwesterly line of the County Road; thence in a Southeasterly direction, along the Southwesterly line of said County Road, 20.0 feet, more or less, to a point; thence south 36 degrees 04' West, 265.0 feet, more or less, to a point which bears South 55 degrees 54' East, 20.0 feet from the point of beginning; thence South 55 degrees 54' East, 290.0 feet to a point; thence South 36 degrees 04' West, 487.5 feet, more or less, to a point in the center of the Russian River; thence in a Northwesterly direction, down the center of said Russian River to a point which bears South 36 degrees 04' West, 354.8 feet, more or less, from the point of beginning; thence North 36 degrees 04' East, 354.8 feet, more or less, to the point of beginning.

Excepting therefrom all that portion conveyed to the State of California by Deed recorded April 2, 1952 in Book 1118 of Official Records, page 150, Sonoma County Records.

Excepting therefrom all that portion conveyed to the State of California by Deed recorded May 22, 1953 in Book 1209 of Official Records, page 150, Sonoma County Records.

A.P. No.: 94-090-19

Parcel 52:

Being in the Bodega Rancho, and in Township 7 North, Range 10 West, M. D. B. & M., and a part of that 95 acre tract shown and designated upon Sheet No. 2 of that Map entitled "Map showing portion of the Bodega Rancho, Sonoma County, Cal.", said map being on file in Book 29 of Maps, page 12, Sonoma County Records, this portion thereof being particularly described as follows:

Beginning at a point on the South line of that certain tract of land conveyed to C. H. Crawford by Deed dated November 10, 1906 and recorded in Book 233 of Deeds, page 195, Sonoma County Records, North 89 degrees 41' West 200.0 feet from the Southeast corner of said Crawford Tract, an iron pipe set in concrete and South 40 degrees 20' West 780.7 feet from the point where the section line between Sections 17 and 18, Township 7 North, Range 10 West, intersects the North line of said Bodega Rancho; thence from the said point of beginning, North 89 degrees 41' West along the South line of said Crawford Tract, and the Westerly continuation thereof, 3370.0 feet; thence South 1880.0 feet; thence North 69 degrees 42' East, 2334.7 feet; thence North 57 degrees 28' East, 1375.0 feet; thence North 3 degrees 53' East, 311.5 feet to the point of beginning.

Excepting all existing and future timber as contained in Timber Deed to Citizens Resources Company, a Delaware corporation recorded August 19, 1974 in Book 2890 of Official Records, page 935, Sonoma County Records.

Also excepting therefrom all oil, gas, minerals and rock as contained in Document to Citizens Resources Company, a Delaware corporation recorded August 19, 1974 in Book 2890 of Official Records, page 938, Sonoma County Records.

Parcel 52A:

Also a right of way and easement for the purpose of the passage of men and vehicles and of laying, maintaining, operating, repairing and removing pipes and pipe lines, over along and under the following described 20 foot strip of land; beginning at the Northeast corner of the above described 92.11 acre tract; thence South 89 degrees 41' East, 200 feet; thence North 38 degrees 53' East 398.2 feet along the Southeasterly line of the Crawford Tract hereinabove described; thence South 45 degrees 0' East, 20 feet; thence South 38 degrees 53' West, 409.97 feet; thence North 89 degrees 41' West, 210.87 feet; thence North 3 degrees 53' East, 20 feet to the point of beginning, subject to a reservation unto North Shore Land Company and its assigns of the right at all times to pass over and across said 20 foot strip of land.

A.P. Nos.: 74-200- 2 & 4

Parcel 53:

Lot 23 in Block "F" as shown upon the Map entitled "Map of Subdivision No. One, Drake Estates, Sonoma County, California", etc., filed April 27, 1936 in Book 50 of Maps, pages 34 and 35, Sonoma County Records.

A.P. No.: 71-030-20

Parcel 54:

Beginning on the Westerly line of Lot 28, Tier "J", as shown and designated on the Map of Monte Rio Park Addition No. 1, filed in Book 18 of Maps, at page 2, Sonoma County Records, 48 feet Northerly from the Southwesterly corner thereof; thence South 87 degrees 26' West, 262.8 feet to an intersection with Course No. 3 of Tract "B" hereinabove described; thence South 29 degrees 01' East, along Course No. 3, a distance of 282.5 feet; thence South 13 degrees 27' West along Course No. 2, 196.7 feet; thence North 46 degrees 00' East, 351.1 feet, more or less, to a point on the Southerly line of said Tier "J", 68 feet Westerly from the Southeast corner of Lot 25, said Tier J, the most Westerly corner of the Southeasterly one-half of Lot 25, Tier J, above described; thence along the Westerly line of Tier J, North 55 degrees 58' West 90 feet, and North 2 degrees 28' West, 156 feet to the point of beginning.

A.P. No.: 95-120-01 (ptn)

Parcel 55:

A Parcel of land situate in the State of California, County of Sonoma, in the North 1/2 of the Southwest 1/4 of Section 16, Township 8 North, Range 10 West, M.D.B. & M., and being a circle of land with the radius of 25.00 feet and its radius point located South 43 degrees 41' 31" East, 1304.89 feet from the 1/4 corner common to Sections 16 and 17 of said Township, also the radius point is at the Southerly-most corner of an existing concrete slab, 12 feet square, said slab is the base for a water tank.

The basis of bearings is found monuments on record of survey filed in Book 269 of Maps at page 4, Sonoma County Records.

A.P. No.: 69-060-21

Parcel 55 A&B:

Robert S. Malkin and James F. Walsh Grantor(s) hereby grant to Citizens Utilities Company of California a corporation, Grantee, its successors and assigns, easements as described herein for the installation, construction, reconstruction, maintenance, repair and operation of water lines, and related appurtenances, and work auxiliary thereto, in, over, and across, and upon the real property, situated in the unincorporated area of Sonoma County, California, and described in Grant Deed to Malkin and Walsh and recorded at Book 3391 page 165 of Official Records, as recorded in said County. Said below described Easements are appurtenant to and for the benefit of that certain circular land parcel being conveyed in fee and described herein.

1. Road Way Easement

   An easement over existing private road as it now exists, or as it will exist in the future, on heretofore described parcel, to provide 'Citizens Utilities Company of California, ingress and egress to the circular parcel being conveyed in fee as described herein.

2. Pipeline Easement

   An exclusive easement, twenty (20) feet wide, the centerline of which is the existing pipeline as it now exists, wither above or below ground. Permission is hereby granted to reroute pipeline within easement limits as defined above, to maintain pipeline, or to install different type of size of pipeline or related water facilities. Rerouting of pipelines within easements shall be at locations agreeable to Grantor and Grantee.

Parcel 55C:

3. Pipeline Easement

An exclusive easement, twenty (20) feet wide, for installation of pipelines, and appurtenances either above or below ground, to connect any water tank located at or upon the circular parcel, being conveyed in fee as described herein to existing pipelines, as described in pipeline easement No. 2. Route of easement to follow route of roadway as it now exists or will exist in the future.

Parcel 55D:

Easements as shown in Easement Deed from Elizabeth C. Faylor to Citizens Utilities Company of California, a corporation recorded January 6, 1989 under Document No. 89-001601, Sonoma County Records.

Parcel 56:

Also Lot 26 in Block 22, as shown on Map entitled, "Map of Block 22 in Subdivision "A" of the property of the Russian River Heights Land Company, in Montesano Park, as re-surveyed and subdivided October, 1905", filed in the Office of the County Recorder of Sonoma County, California, on November 25, 1905 and recorded in Book 18 of maps, page 20.

A.P. No.: 72-240-31

Parcel 57:

Being a portion of Section 36, T. 8 N. R. 11 W., M.D.M., and more particularly described as follows:

Beginning at point which is N.80°30'W. 25 feet from the northwest corner of Lot 6 in Block 8 of Guernewood Terrace, Map #5, as shown on the map recorded in Book 46 at page 49, Sonoma County Maps; thence N. 80°30' W, 50 feet; thence S.6°35' W. 54.1 thence S. 83°25 E. 50 feet; thence N. 6°35' W, 51.8 feet to the point of beginning.

A.P. No.: 072-060-07

Parcel 58:

Beginning at the Southeasterly corner of Lot No. 7, Tier J. Mesa Grande Addition No. 1, a map of said Addition No. 1, being on file in Book 19 of Maps, at page 5, Sonoma County Records, said point being also the Northwesterly corner of 152, Tier I, Monte Rio Park Addition No. 2, a map of said Addition No. 2, being on file in Book 19 of Maps, at page 29, Sonoma County Records; thence from said point of beginning, along the Westerly line of Lots 152 and 151, as shown on said map of Monte Rio Park Addition No. 2, South 166.92 feet to the most Southerly corner of said Lot No. 151; thence North 80 degrees 00' East, 200.3 feet to the Southeasterly corner of Lot No. 146; thence South 12 degrees 00' West, 41.13 feet to the Southwesterly corner of Lot No. 144; thence South 23 degrees 00' West 200.43 feet to the Southwesterly corner of Lot No. 140; thence leaving the said Westerly line of Tier I, South 44 degrees 30' West, 188.7 feet; thence South 87 degrees 33-1/2' West, 219.2 feet; thence North 49 degrees 23' West, 219.43 feet; thence North 38 degrees 47-1/2' East, 286.36 feet; thence North 14 degrees 07' West, 125.50 feet; thence South 87 degrees 44' East, 103.0 feet; thence North 14 degrees 07' West, 12.0 feet; thence North 4 degrees 23' East, 47.4 feet; thence North 27 degrees 53' East, 49.0 feet; thence South 62 degrees 35' East, 26.0 feet; thence South 43 degrees 24' East, 87.3 feet; thence South 78 degrees 49' East, 50.0 feet to the point of beginning.

Excepting all that portion conveyed to John P. Castagnola, et ux, recorded June 23, 1977 in Book 3252 of Official Records, page 286, Sonoma County Records.

Also excepting therefrom timber rights conveyed to Citizens Resources Company, a Delaware Corporation by Grant recorded August 19, 1974 in Book 2890 of Official Records, page 935, Serial No. P-16070.

Also excepting therefrom oil, gas, minerals and rock rights conveyed to Citizens Resources Company, a Delaware Corporation, by Grant recorded August 19, 1974 in Book 2890 of Official Records, page 938, Serial No. P-16071.

A.P. No.: 95-061-15

Parcel 59:

Being a portion of Lot 3, Block 61, Russian River Heights as recorded in Book 15 of maps at page 16, Sonoma County Records more particularly described as follows:

Commencing at the most Northerly corner of said Lot 3; thence from said point of commencement and along the Northerly lot line of said Lot 3, S 78 degrees 47' West 82.49 feet to an iron pipe marking the point of beginning of the parcel of land to be herein described.

Thence from said point of beginning and continuing along said lot line S. 78 degrees 47' W. 62.03 feet to a 1/2" iron pipe; thence leaving said lot line S. 11 degrees 13' E. 30.88 feet, from which point a shiner in a 12" redwood tree bears S 11 degrees 13' E 8.57 feet; thence along the Northeasterly edge of Upper Terrace Road S. 62 degrees 06' E. 50.23 feet from which point a shiner in the South side of an 8" Madrona Tree bears S. 9 degrees 01' W. 1.42 feet; thence leaving said road N. 9 degrees 01' E. 66.68 feet to the point of beginning of the above described parcel of land.

Parcel 59A:

An easement for the right to lay, relay and maintain pipe lines for the purposes of conveying water on said Upper Terrace Road.

A.P. No.: 94-210-6

Parcel 60:

Beginning at a point on the Northerly line of the Northeast quarter of the Southeast quarter of Section 29, T. 8 N., R. 10 W. M. D. B. & M., 130.0 feet Easterly from the Northwest corner thereof; thence on a curve, tangent of which is South 33 degrees 00' West, and curving in a Southerly and Southeasterly direction, with a radius of 64.39 feet, for a distance of 138.89 feet to a point which is on a line parallel to the Northerly line of the Northeast quarter of the Southeast quarter above described and 100.0 feet distance at right angles therefrom; thence Easterly parallel to above described Northerly line 229.98 feet; thence North 33 degrees 00' East 120.05 feet; thence Westerly along the Northerly line of the Northeast quarter of the Southeast quarter above described, 350.0 feet to the point of beginning.

A.P. No.: 70-120-21

Parcel 61:

Tract "F": Beginning at the Southwesterly corner of Lot No. 65, Tier J, as shown and designated on the map of Mesa Grande Addition No. 1, filed in Book 19 of Maps, at page 5, Sonoma County Records; thence from said point of beginning, South 14 degrees 58' East 275 feet; thence North 75 degrees 02' East, 164.0 feet; thence North 14 degrees 58' West, 275 feet to the Southeasterly corner of Lot No. 63 Tier J, above described; thence South 75 degrees 02' West, 164.0 feet to the point of beginning.

A.P. No.: 95-023-12

Parcel 62:

Lot No. 99, Tier I, as shown and designated upon that Map entitled "Map of Mesa Grande Addition No. 1", on filed in Book 19 of Maps, page 5, Sonoma County Records.

A.P. No.: 95-022-29

Parcel 63:

Commencing at a 3/4" iron pipe monument which bears North 19 degrees 39' East 13.49 feet from the Southeasterly corner of Lot 9, Block B, as shown on Map of Subdivision No. 1 of East Guernewood, recorded in Book 48 of Maps, pages 1 and 2, Official Records of Sonoma County; thence South 73 degrees 29' East 200.2 feet to a 3/4" iron pipe monument marking the Southwest corner of the parcel of land to be described as a tank site; thence from said point of beginning North 12 degrees 28' East 72.7 feet to a 3/4" iron pipe monument; thence South 77 degrees 32' East 71.8 feet to a 3/4" iron pipe monument; thence South 12 degrees 28' West 72.7 feet to a 3/4" iron pipe monument; thence North 77 degrees 32' West 71.8 feet to the point of beginning.

Parcel 63A:

Together with, but without limitation of the generality of the rights of way and easements hereinafter granted, the right to lay, maintain, repair, relay, replace, relocate and remove such pipe lines and mains, and accessory appliances, fixtures and connections, for the conveyance of water, as from time to time shall be necessary or convenient to the operation of a water system, over and across, an easement and right of way 20 feet in width (together with reasonable ingress thereto and reasonable egress therefrom), the center line of which is described as follows:

Commencing at the Northeasterly corner of Lot 9 above described; thence South 19 degrees 39' West 10 feet to the point of beginning of the 20 foot easement to be described; thence South 71 degrees 36' East 58 feet; thence South 15 degrees 12' East 90.4 feet; thence South 57 degrees 29' East 72.6 feet; thence North 79 degrees 56' East 43.8 feet; thence North 38 degrees 31' East 41.6 feet to a point in the Southerly line of the tank site above described; said point bears South 77 degrees 32' East 30.94 feet from the 3/4" iron pipe monument marking the Southwesterly corner of said tank site.

A.P. No.: 71-210-17

Parcel 64:

Beginning at the most Northerly corner of Lot 362, as numbered and designated upon the map entitled, "Map No. 9, Eagle Nest, Sonoma County, California", filed in the office of the County Recorder of Sonoma County, on March 13, 1909, and recorded in Book 23 of Maps, page 4; thence South 57° West, 25 feet; thence South 33° East, 40 feet; thence North 57° East, 25 feet; thence North 33° West, 40 feet to the point of commencement.

A.P. No.: 70-260-46

Parcel 65:

A portion of that parcel of land described in Deed No. 28045 to State of California recorded April 23, 1964, in Volume 2039, page 372, Official Records of Sonoma County, described as follows:

Commencing at the Northwesterly corner of said parcel; thence along the Northerly line of said parcel S. 73 degrees 04' 25" E., 26.54 feet; thence S. 15 degrees 39' 31" W., 107.98 feet to the Westerly line of said parcel; thence along last said line N. 1 degrees 55' 35" E., 111.76 feet to the point of beginning.

A.P. No.: 94-010-29

Parcel 66:

Lot 38, Block D, as numbered and designated on that certain Subdivision entitled "Summerland Tract" filed in the Sonoma County Recorder's Office on February 4, 1909 in Book 23 of Maps, at page 1 1/2, Sonoma County Records.

A.P. No.: 72-014-42

Parcel 67:

Lot 49, Block C as numbered and designated on that certain Subdivision of "Summerland Tract" filed in the Sonoma County Recorder's Office on February 4, 1909 in Book 23 of Maps at page 1 1/2, Sonoma County Records.

A.P. No.: 72-014-14

Parcel 68:

Commencing at the most Easterly corner of Lot C as delineated upon Map of Mesa Grande Addition No. 1, recorded March 6, 1906 in Book 19 of Maps, at page 5, Sonoma County Records; thence South 71 degrees 44' 30" East 90.62 feet to the Northwesterly line of the County Road (formerly Northwestern Pacific Railroad Right of Way); thence along said Right of Way line South 37 degrees 08' West 306.60 feet to the true point of beginning of the parcel of land here described; thence South 69 degrees 11' East to the Northwesterly line of the Right of Way as established by Record of Survey recorded November 5, 1954 in Book 71 of Maps at page 12, Sonoma County Records; thence along said Right of Way line South 37 degrees 26' West 124.94 feet; thence North 69 degrees 11' West to a point South 37 degrees 26' West 124.94 feet from said true point of beginning; thence continuing North 69 degrees 11' West 100 feet to the water's edge on the left bank of the Russian River; thence Northerly up said left bank of said river to its intersection with a line projected North 69 degrees 11' West from the most Westerly corner of Lot J of said Mesa Grande Addition No. 1; thence along said projected line South 69 degrees 11' East to said most Westerly corner of Lot J; thence along the Southerly line of said Lot J, South 69 degrees 11' East 26.90 feet to the most Southerly corner of Lot J; thence in a direct line Easterly to said true point of beginning.

A.P. No.: 95-011-14

Parcel 69:

Being in the Bodega Rancho and in Township 7 North, Ranges 10 and 11 West, MDB&M, this portion thereof being bounded and particularly described as follows:

BEGINNING at the Southeast corner of that certain 70 acre tract of land shown and designated upon Sheet No. 1 of that map entitled, "Map showing a portion of the Bodega Rancho, Sonoma County, California", said map being on file in Book 29 of Maps, at page 11, Sonoma County Records, said point of beginning being on the East line of the Bodega Rancho, and North 3068.0 feet from corner No. B 184 of the Patent Survey of said Bodega Rancho; thence from said point of beginning (Course No. 1) North along the said East line 1970.0 feet; thence (Course No. 2) North 13°27' East, 589.2 feet; thence (Course No. 3) North 29°01' West, 282.5 feet; thence (Course No. 4) West 610.0 feet to the Northwest corner of said 70 acre tract; thence (Course No. 5) North 47°55' West, 1567.5 feet; thence (Course No. 6) South 82°04' West, 624.0 feet to a point below the intake in the gulch tributary to "Mesa Grande Gulch"; thence (Course No. 7) south 18°47 1/2' West, 1392.77 feet to a point below the intake in the bottom of "Mesa Grande Gulch"; thence (Course No. 8) South 66°00' West, 717.2 feet; thence (Course No. 9) North 79°35' West, 1270.0 feet to a point (Course No. 10) South 4°04' East, 1670.1 feet to a point which is on the Northerly line of property of E.E. LaFRANCHI; thence (Course No. 11) South 69°58' East, 948.2 feet to a point on the Northerly line of the property of E.E. LaFRANCHI; thence (Course No. 12) South 62°14' East, 673.6 feet to a point on the Northerly line of the property of E.E. LaFRANCHI; thence (Course No. 13) South 53°26' East, 496.2 feet; thence (Course No. 14) North 36°34' East, 562.7 feet; thence (Course No. 15) North 65°07' East, 832.6 feet to the southwesterly corner of the said 70 acre tract; thence (Course No. 16) south 70°47' East, 1747.4 feet to the point of beginning, containing 293.06 acres of land.

Excepting therefrom all existing and future timber as contained in Timber Deed recorded December 3, 1971 in Book 2585 of Official Records, page 672, Sonoma County Records.

Also excepting therefrom all oil, gas, mineral and rock as contained in Deed recorded December 3, 1971 in Book 2585 of Official Records, page 675, Sonoma County Records.

A.P. No.: 97-130-10 & 11 and 95-120-01 (portion)

Parcel 70:

Commencing at the most Easterly corner of Lot 16, Block E as shown on the map of East Guernewood filed in the office of the County Recorder April 22, 1929 in Book 48 of Maps at page 1, Sonoma County Records; thence South 29°34' West 10.05 feet; thence North 19°19' West, 206.84 feet to the point of beginning of this parcel; thence North 36°25' East, 50.00 feet; thence South 53°35' East, 50.00 feet; thence South 36°25' West, 50.00 feet; thence North 53°35' West, 50.00 feet to the point of beginning.

AP 71-190-13

Parcel 71:

Commencing at a 3/4" iron pipe in the Southeast corner of Lot 22, Block "B" as numbered and designated on that certain map of Subdivision No. 1 of East Guernewood, filed in Book 48 of Maps, pages 1 and 2, Sonoma County Records; thence South 52°47'East 341.38 feet to a 3/4" iron pipe marking the Northwest corner of a parcel of land 150 feet by 150 feet, to be used as a tank site and spring site, together with all water rights to this spring; thence South 10°05' West 150 feet; thence South 79° 55' East 150 feet; thence North 10°05' East 150 feet; thence North 79°55' West 150 feet to the point of beginning, containing 0.516 acre, more or less.

Parcel 71a:

TOGETHER WITH, but without limitation of the generality of the rights of way and easements hereinafter granted, the right to lay, maintain, repair, relay, replace, relocate and remove such pipe lines and mains, and accessory appliances, fixtures and connections, for the conveyance of water, as from time to time shall be necessary or convenient to the operation of a water system, over and across an easement and right of way 20 feet in width (together with reasonable ingress thereto and reasonable egress therefrom), the center line of which is described as follows:

Commencing at the Northeasterly corner of Lot 22 above described; thence North 45°53' East 10 feet to the point of beginning of the center line of the 20 feet easement; thence South 19°56' West 96.5 feet; thence South 5°08' East 53.1 feet; thence South 31°13' East 97.6 feet; thence South 44°04' East 98 feet; thence South 46°43' East 82.4 feet; thence South 50°13' East 49.5 feet to a point in the Westerly line of the spring site above described, which point bears South 10°05' West 73.43 feet from the 3/4" iron pipe monument marking the Northwesterly corner of said spring site.

AP 71-210-14

Parcel 72:

All interests in easements and rights of way for roads, pipelines, tanks, pumps, and water system facilities and all incidental rights thereto, vested in Citizens Utilities Company of California as of March 1, 1992, lying within that portion of Sonoma County California, lying West of the North-South range line (and the North and south extensions thereof) common to Range 9 West and Range 10 West, Mount Diablo Base and Meridian.

All interests in rights to water and to water use of any character whatsoever, exercised or unexercised, including but not limited to surface and ground water rights, appropriative rights, riparian rights, overlying rights, and spring water rights held by Citizens Utilities Company of California and lying within that portion of Sonoma County California, lying West of the North-South range line (and the North and South extensions thereof) common to Range 9 West and Range 10 West, Mount Diablo Base and Meridian. These rights include without limitation all right, title, and interest evidenced by the State Water Resource Control Board License 528, (Permit No. 1505, Application 3291), Permit No. 19515 (Application No. 24929), Statements of Water Diversion and Use Nos. 09054, 09055, 09056, 09076, 09077, 09078, 09079, 09080, 09081, 09082 and 09083, and any other indicia of water rights held by Citizens Utilities Company of California, all of which are incorporated by reference herein.

Exhibit "C-1"

Citizens Utilities Company of California real property rights in the Guerneville area Sonoma County California, described as follows:

Parcel 1:

Lot 1, Block 14 of Parcel 26, previously known as the property of Russian River Heights Land Company and filed in the Office of the County Recorder of Sonoma County on June 16, 1904 in book 16 of Maps, page 22;

BEING ALSO that property conveyed by Russian River Water Company to Public Utilities California Corporation (of which Citizens Utilities Company of California is successor in interest) on October 8, 1928, and recorded in Book 212, page 146, of the Sonoma County Records.

AP No. 72-216-08

Parcel 2:

Beginning at the most Westerly corner of Lot 181, as numbered and designated upon the map entitled, "Map No. 10, Eagle Nest", filed in the office of the County Recorder of Sonoma County, on March 13, 1909, and recorded in Book 23 of Maps, page 5; thence North 18° 51' West, 63.3 feet to the common corner of Lots 194 and 195 and 182, as designated on above map; thence North 47°45', East, 58.4 feet; thence South 64°30 East, 22 feet, to the most Northerly corner of said Lot 181; thence South 25°30' West, and along the Northwesterly line of said Lot 181, 100 feet to the point of beginning.

BEING ALSO PARCEL 7 on Page 2 of Deed of Indenture dated October 8, 1928, from Russian River Water Company to Public Utilities California Corporation (of which Citizens Utilities Company of California is successor in interest), and recorded in book 212, page 146, of the Sonoma County Records.

AP No. 70-294-08

Parcel 3:

BEING a portion of Section 32, T. 8 N., R. 10 W., M.D.B. & M. and particularly described as follows:

Beginning at a 3/4" diameter iron pipe marking the Southeast corner of the Southwest one-quarter of the Southeast one-quarter of Section 29, T. 8 N., R. 10 W., M.D.B. & M.; thence South 50.00 feet; thence West 50.00 feet; thence North 45.00 feet; thence South 89°33' West 221.42 feet; thence South 0°27' East 25.00 feet; thence South

Exhibit "C-1"

89°33' West 25.00 feet; thence North 0°27' West 30.00 feet; thence North 89°33' East 296.42 feet to the point of beginning.

Basis of Bearings, "Record of Survey of a Portion of Sections 29 and 32, T. 8 N., R. 10 W., M.D.B. & M." as recorded in Book 54 of Maps at Page 6, Sonoma County Records.

AP No. 71-150-12

Parcel 4:
Commencing at the one-quarter section corner common to sections 29 and 32, T. 8 N., R. 10 W., M.D.B.& M.; thence North 89°15' East 228.6 feet to a point on the Easterly side of Drake Road, (a County road), said point also being the Westerly common corner of the land of Laura A. Birkhofer as described in the Decree of Final Distribution dated March 25, 1955 and recorded April 15, 1955, in the office of the County Recorder of Sonoma County under recorder's Serial No. E-47309 and the land of Mary Clara Frazier as described in Deed recorded in the office of the County Recorder of Sonoma County under Recorder's Serial No. C19087 and the point of beginning of the parcel of land to be herein described; thence along the common property line of said Birkhofer and Frazier lands South 0°45' East 30.00 feet; thence South 89°15' West 20.00; thence North 0°45' West 20.00 feet; thence South 89°15' West 92.33 feet to the Easterly side of Drake Road; thence along the Easterly side of said road North 35°29' East 12.40 feet to the point of beginning.

Basis of Bearings, Subdivision No. I of Riverlands as recorded in Book 50 of Maps at Pages 60 and 61, Sonoma County Recorder's office.

AP No. 71-150-11

End of Exhibit "C-I"

Exhibit "C-2"

Citizens Utilities Company of California timber, gas, oil, mineral and rock rights and interests in the Guerneville area, Sonoma County California, within the following described parcels:

Parcel 1:

Northeast quarter of the Northeast quarter of Section 21, Township 8 North Range 10 West, Mount Diablo Meridian.

A.P. No.: 70-350-03

Parcel 2:

Lot Four (4) of Section 36, Township 8 North, Range 11 West, M.D.B. &M.

A.P. No.: 72-021-08

Parcel 3:

Southwest quarter of the Northeast quarter of Section 21, Township 8 North, Range 10 West, Mount Diablo Meridian.

A.P. No.: 70-350-08

Parcel 4:

Lot 1 of Section 35, Township 8 North, Range 11 West, Mount Diablo Meridian.

Parcel 5:

The Southeast quarter (SE 1/4) and the South half of the Northeast quarter (S 1/2 of NE 1/4) of Section 16, T. 8 N., R. 10 W., M.D.B. &M.

A.P. No.: 69-060-04

Parcel 6:

Beginning at a point on the West line of Sec. 15, T. 8 N., R. 10 W., which is South 660 feet from the Northwest corner of the said Southwest quarter of the S. W. 1/4 of Section 15; thence from said point of beginning, and along the West line of Section 15, North 660 feet to the Northwest corner of said Southwest quarter of the Southwest quarter; thence along the North line of said Southwest quarter of the Southwest quarter, East 660 feet to a point; thence South 45 degrees West, 933.4 feet to the point of beginning.

A.P. No.: 69-060-11

End of Exhibit "C-2"

End of Document

EXHIBIT 4

KORBEL DEEDS

L-Pat 13

half of the southeast quarter and the southeast quarter of the southeast quarter of section twenty eight (28), Township eight (8) North Range ten (10) West, Mount Diablo Meridian, reserving in the people the absolute right to fish thereupon, as provided by Section 25 of Article I of the Constitution of the State of California, containing one hundred sixty (160) acres, together with all the privileges and appurtenances thereunto appertaining and belonging. To have and to hold the afore . . . granted premises to the said Anthony McPeak and to his heirs and assigns, to his and their use and behoof forever.

In Testimony Whereof, I, Hiram W. Johnson, Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California, to be hereunto affixed. Given under my hand at the City of Sacramento, this, the 13th day of November, in the year of our Lord, one thousand nine hundred and sixteen.

(Great Seal)

Hiram W. Johnson
Governor of State

Attest Frank C. Jordan,
Secretary of State.

(SEAL) Countersigned; W. S. Kingsbury,
Register of State Land Office

By A. W. Sanborn, Deputy

Recorded at request of F. Korbel Bros., Decr. 6, 1916, at 2 mins. past 9 o'clock, A.M. in Book L of Patents, page 12, Sonoma County Records.

$1.00 Paid F. G. Nagle, County Recorder, 109.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING;

WHEREAS, under the provisions of an Act of the Congress of the United States, entitled "An Act donating Public Lands to the several States and Territories which may provide Colleges for the benefit of Agr-iculture and the Mechanic Arts", approved July second, eighteen hundred and sixty two, one hundred and fifty thousand acres of the public lands were granted to the State of California; and whereas, the Legislature of the State of California has provided for the sale and conveyance of said lands by statutes enacted from time to time; and whereas, it appears by the Certificate of the Land Agent of the University No. 521, issued in accordance with the provisions of law, bearing date the twenty first day of February, A.D. 1888, that the tracts of Agricultural College land hereinafter described have been duly and properly located in accordance with law, and that Joseph Korbel is entitled to receive a patent therefor;

NOW THEREFORE, The State of California hereby grants to the said Joseph Korbel and to his heirs and assigns, forever, said tracts of land, located as aforesaid, and which are known and described as follows, to-wit;

The East half of the southeast quarter and northwest quarter of the southeast quarter and southwest quarter of the southeast quarter of Section twenty one (21), Township eight (8) North Range ten (10) West, Mount Diablo Base and Meridian, containing one hundred & sixty (160) acres, taken in lieu of one hundred & sixty (160) acres, together with all the privileges and appurtenances thereunto appertaining and belonging. To have and to hold the aforegranted premises to the said Joseph Korbel, and to his heirs and assigns, to his and their use and behoof forever.

In Testimony Whereof, I, R. W. Waterman, Governor of the State of California, have caused these Letters to be made Patent and the seal of the State of California to be hereunto affixed.

Given under my hand, at the City of Sacramento, this the twenty fifth day of February, in the year of our Lord one thousand eight hundred and eighty eight.

(Great Seal)

R. W. Waterman,
Governor of State

Attest William C. Hendricks,
Secretary of State

(SEAL) Countersigned, J. Ham Harris,
Land Agent of the University.

Recorded at request of F. Korbel & Bros., Decr. 19, 1916, at 2 mins. past 9 o'clock, A.M. in Book L of Patents, page 13, Sonoma County Records.

$1.00 Paid F.G.Nagle, County Recorder, 19. O

132 R & R 1320 Ex

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, In pursuance of the Act of Congress approved March 3, 1855, entitled "An Act in addition to certain Acts granting Bounty Land to certain officers and soldiers who have been engaged in the Military service of the United States", there has been deposited in the General Land Office Warrant No. 96268, for 120 acres, in favor of Johnson Williams, Private Captain Bond's Company, Georgia Militia, Cherokee, Removal with evidence that the same has been duly located upon the southwest quarter of the northeast quarter and the west half of the south-east quarter of Section thirty five in Township ten North of Range eleven west Mount Diablo Meridian, in the district of lands subject to sale at San Francisco California, containing one hundred and twenty acres, according to the Official plat of the Survey of said lands, returned to the General Land Office by the Surveyor General the said Warrant having been assigned by the said Johnson Williams to Felix B. Mulgrew in whose favor said tract has been located.

NOW KNOW YE, that there is, therefore, granted by the United States unto the said Felix B. Mulgrew, as assignee as aforesaid and to his heirs the tract of land above described. To have and to hold the said tract of land, with the appurtenances thereof unto the said Felix B. Mulgrew, as assignee as aforesaid and to his heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs and in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Rutherford B. Hayes, President of the United States of America, have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the first day of October, in the year of our Lord one thousand eight hundred and seventy eight, and of the Independence of the United States, the one hundred and third.

(L.S.) By the President. R. B. Hayes

"B" By Wm. H. Crook, Secretary

S. W. Clark,
Recorder of the General Land Office

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year last above written.

(Seal) Augusta W. Duisenberg.

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at the request of F.Korbel & Bros. Sept. 21 1903 at 5 min. past 9 o'clock A.M.

County Recorder.

This Indenture, Made this first day of September in the year nineteen hundred and three (1903, Betw en Francis Korbel and Anna Korbel, his wife, Anton Korbel and Theresa Korbel, his wife, all of the City and County of San Francisco, State of California, the parties of the first part, and F.Korbel & Bros., a corporation, organized and existing under the laws of the State of California, with its principal place of business at the City and County of San Francisco, in said State, the party of the second part; Witnesseth; That the said parties of the first part, for and in consideration of the sum of ten (10) dollars, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm, unto the said party of the second part, and to its successors and assigns forever, all those certain lots, pieces or parcels of land, situate, lying and being in the County of Sonoma, State of California, and bounded and particularly described as follows, to wit; 1.- The south half of the southeast quarter (S. 1/2 of S.E. 1/4) of section seventeen (17) and the northeast quarter of the northeast quarter (N.E. 1/4 of N.E.1/4) of section twenty (20), in Township eight north, range ten (10) West, Mount Diablo Meridian, containing one hundred and twenty (120) acres. The northwest quarter of northwest quarter (N.W. 1/4 of N.W. 1/4) of section twenty one (21), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian, containing forty (40) acres. The west half of the northeast quarter (W. 1/2 of N.E. 1/4), the southeast quarter of the northeast quarter (S.E. 1/4 of N.E. 1/4), and the northeast quarter of the southeast quarter (N.E. 1/4 of S.E. 1/4) of section twenty (20) Township eight (8) North, Range Ten (10) West, Mt. Diablo Meridian, containing one hundred and sixty (160) acres.

2.- The east half of the southeast quarter (E. 1/2 of S.E. 1/4) and northwest quarter of southeast quarter (N.W. 1/4 of S.E. 1/4), and the southwest quarter of the southeast quarter (S.W. 1/4 of S.E. 1/4) of section twenty one (21), Township eight (8) North, Range Ten (10) West, Mt. Diablo Meridian.

3.- The southwest quarter of the southeast quarter (S.W. 1/4 of S.E. 1/4) of section twenty-eight (28), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian.

4.- The southeast quarter of the southeast quarter (S.E. 1/4 of S.E. 1/4) of section twenty (20), Township eight (8) North, Range Ten (10) West, Mt. Diablo Meridian.

5.- The northeast quarter of the northwest quarter (N.E. 1/4 of N.W. 1/4) of section twenty one (21), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian.

6.- The northwest quarter of the southeast quarter (N.W. 1/4 of S.E. 1/4) of section twenty (20), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian, containing forty (40) acres. 7.- Commencing at the corner to sections twenty one (21), twenty two (22)

and twenty seven (27) and twenty eight (28), Township eight (8) North, Range ten (10) West, Mount Diablo Meridian; thence north 88deg. 58 min. east 13.80 chains, between sections twenty two (22) and twenty seven (27) to top of spur; thence north 3 1/2 deg. east 2.00 chs. along the top of spur; thence north 9 deg. east 2.50 chs. along top of spur; thence north 17 1/2 deg. west 3.58 chs. along the top of spur; thence north 10 1/2 deg. west 3.00 chs. along the top of spur; thence north 40 deg west 1.92 chs. along the top of spur; thence north 2 3 deg. west 2.57 chs. along the top of spur; thence north 3 deg. west 3.00 chs. along the top of spur; thence north 22 deg. east 1.54 chs. along the top of spur to the 1/8 section line; thence north 89 deg. 16 min. west 10.24 chs. along the 1/8 section line to the 1/8 section corner on the section line between sections 21 and 22, this 1/8 section corner is in Korbel's road; thence south between sections twenty one (21) and twenty two (22), 19.10 chs. to the corner of sections 21, 22, 27 and 28, the place of beginning, containing 22 87/100 acres, more or less. Being a portion of southwest quarter (S.W. 1/4) of section twenty two (22) Township eight (8) North, Range ten (10) West Mt. Diablo Meridian.

8.- The north half of the southwest quarter (N. 1/2 of S.W. 1/4 of section 21; the south half of the northwest quarter (S. 1/2 of N.W. 1/4) of section twenty one (21); the west half of the northeast quarter (W. 1/2 of N.E. 1/4) of section thirty three (33); the southeast 1/4 of the northwest quarter (S.E. 1/4 of N.W. 1/4) of section twenty eight (28); the east half of the southwest quarter (E. 1/2) of S.W. 1/4) of section twenty eight (28), the part of the south half of south west quarter (S. 1/2 of S.W. 1/4) of section twenty one (21) lying north of the Russian River, about sixty (60) acres, the west half of west half of northwest quarter (W 1/2 of W. 1/2 of N.W. 1/4) of section 27; the northeast quarter of (N.E. 1/4) of section twenty eight (28) and northwest quarter (N.W. 1/4) of section thirty three (33), all in Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian

9.- The north half of the southeast quarter (N. 1/2 of S.E. 1/4) of section twenty eight; the southeast quarter of the southeast quarter (S.E. 1/4 of S.E. 1/4) of section twenty-eight (28); the west half of the west half (W. 1/2 of W. 1/2) of southwest quarter (S.W.1/4) of section twenty seven (27), in Township eight (8) North, Range Ten (10) West Mt. Diablo Meridian. 10.- Commencing at a stake on Korbel's Road nineteen chains and ten links north, from the corner of sections 21, 22, 27 and 28, In Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian; thence south 89 deg. 16 min. east ten (10) chains and twenty-four (24) links to the top of a ridge; thence along the top of said rodge until it intersects the section line between sections twenty one (21) and twenty two (22); thence south along said section line to the place of beginning, containing nine (9) acres, more or less.

11.- Lots numbers fifty three (53) and fifty four (54) in Block eleven (11) of Clark's addition to the Town of Santa Rosa, according to the Map of said addition made by C.G.Ames and recorded in the office of the County recorder of Sonoma County. The same property being situated in the City of Santa Rosa, County of Sonoma, State of California.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

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366

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of). Francis Korbel (Seal)
Augusta W. Duisenberg Anna Korbel (Seal)
Anton Korbel (Seal)
Theresa Korbel (Seal)

State of California)
City and County of)ss
San Francisco) On the first day of September in the year one thousand nine hundred and three (1903) before me Augusta W. Duisenberg, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Francis Korbel and Anna Korbel, his wife, Anton Korbel and Theresa Korbel, his wife, known to me to be the persons described in, whose names are subscribed to and who executed the annexed instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year last above written.

(Seal) Augusta W. Duisenberg.

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at the request of F. Korbel & Bros. Sept. 21 1903 at 7 min. past 9 o'clock A.M.

County Recorder.

This Indenture, Made this first day of September in the year nineteen hundred and three (1903), Between Eleanora Zaruba, Helena K. Korbel, Caroline Korbel and Lucia Korbel, all children of Joseph Korbel, deceased, and Vaclav Zaruba, husband of said Eleanora Zaruba, all of the City and County of San Francisco, State of California, parties of the first part, and F. Korbel & Bros., a corporation, organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City and County of San Francisco, in said State, the party of the second part, Witnesseth; That the said parties of the first part, for and in consideration of the sum of Ten and no/100 dollars, gold coin of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever quitclaim unto the said party of the second part, and to its successors and assigns forever, all those certain lots, pieces and parcels of land situate, lying and being in the County of Sonoma, State of California, and bounded and particularly described as follows, to wit; 1.- The south half of the southeast quarter (S. 1/2 of S.E. 1/4) of section seventeen (17) and the northeast quarter of the Northeast quarter (N.E. 1/4 of N.E. 1/4) of section twenty (20) in Township eight, North, Range 10 West, Mount Diablo Meridian containing one hundred and twenty acres. The Northwest quarter of northwest quarter (N.W. 1/4 of N.W. 1/4) of section twenty one (21), Township eight North, Range 10 West, Mt. Diablo Meridian, containing forty acres. The west half of the northeast quarter (W. 1/2 of N.E. 1/4) the southeast quarter of the northeast quarter (S.E. 1/4 of N.E. 1/4) and the northeast quarter of the southeast quarter (N.E. 1/4 of S.E. 1/4) of section twenty (20), Township eight (8) North; Range ten (10) West, Mt. Diablo Meridian, containing one hundred and sixty

(160) Acres. 2.- The east half of the southeast quarter (E. 1/2 of S.E. 1/4) and north west quarter of southeast quarter (N.W. 1/4 of S.E. 1/4), and the southwest quarter of the southeast quarter (S.W. 1/4 of S.E. 1/4) of section twenty one (21), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian.

3. - The southwest quarter of the southeast quarter (S.W. 1/4 of S.E. 1/4) of section twenty eight (28), Township eight (8) North, Range ten (10) West Mt. Diablo Meridian.

4;- The southeast quarter of the southeast quarter (S.E. 1/4 of S.E. 1/4) of section twenty (20), Township eight (8) North, Range Ten (10) West, Mt. Diablo Meridian.

5.- The northeast quarter of the northwest quarter (N.E. 1/4 of N.W. 1/4 of section twenty one (21), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian.

6.- The northwest quarter of the southeast quarter (N.W. 1/4 of S.E. 1/4) of section twenty (20), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian, containing forty (40) acres. 7;- Commencing at the corner to sections twenty one (21), twenty two (22) and twenty seven (27) and twenty eight (28), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian; thence north 88 deg. 58 min. east 13.80 chains, between sections twenty two (22) and twenty seven (27), to top of spur; thence north 3 1/2 deg. east 2.00 chains, along the top of spur; thence north 9 deg. east 2.50 chs. along the top of spur; thence north 17 1/2 deg. west 3.58 chs. along the top of spur; thence north 10 1/2 deg. west 3.00 chs. along the top of spur; thace north 40 deg. west 1.92 chs. along the top of spur; thence north 23 deg. west 2.57 chs. along the top of spur; thence north 3 deg. west 3.00 chs. along the top of spur; thence north 22 deg. east 1.54 chs. along the top of spur to the 1/8 section line; thence north 89 deg. 16 min. west 10.24 chs. along 1/8 section line to the 1/8 section corner on the section line between sections 21 and 22, this 1/8 section corner is in Korbel's road; thence south between sections twenty one (21) and twenty two (22), 19.10 chs. to the corner of sections 21, 22, 27 and 28, the place of beginning, containing 22 87/100 acres, more or less, being a portion of southwest quarter (S.W. 1/4) of section twenty two (22), Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian. 8;- The north half of the southwest quarter (N. 1/2 of S.W. 1/4 of section 21; the south half of north west quarter (S. 1/2 of N.W. 1/4) of section twenty one (21); the west half of the northeast quarter (W. 1/2 of N.E. 1/4) of section thirty three (33); the southeast 1/4 of the northwest quarter (S.E. 1/4 of N.W. 1/4) of section twenty eight (28); the east half of the southwest quarter (E. 1/2 of S.W. 1/4) of section twenty eight (28), the part of the south half of south west quarter (S. 1/2 of S.W. 1/4) of section twenty one (21) lying north of the Russian River, about sixty (60) acres, the west half of west half of northwest quarter (W. 1/2 of W. 1/2 of N.W. 1/4) of section 27 The northeast quarter (N.E. 1/4) of section twenty eight (28) and northwest quarter (N.W. 1/4) of section thirty three (33), all in Township eight (8) North, Range Ten (10) West, Mt. Diablo Meridian. 9;- The north half of the southeast quarter (N.1/2 of S.E. 1/4) of section twenty eight ~~(28)~~; the southeast quarter of the southeast quarter (S.E. 1/4 of S.E. 1/4) of section twenty eight (28); the west half of the west half (W. 1/2 of W.1/2) of southwest quarter (S.W. 1/4) of section twenty seven (27), in Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian. 10;- Commencing at a stake on Korbel's Road nineteen chains and ten links north from the corner of sections 21, 22, 27 and 28 in

Township eight (8) North, Range ten (10) West, Mt. Diablo Meridian; thence south 89 deg. 16 min. east ten (10) chains and twenty four (24) links to the top of a ridge; thence along the top of said ridge until it intersects the section line between sections twenty one (21) and twenty two (22); thence south along said section line to the place of beginning, containing nine (9) acres, more or less. 11;- lots numbers fifty three (53) and fifty four (54) in Block eleven (11) of Clark's addition to the Town of Santa Rosa, according to the map of said addition made by C.G.Ames and recorded in the office of the County recorder of Sonoma County. the same property being situated in the City of Santa Rosa, County of Sonoma, State of California.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of) Eleanora Zaruba (Seal)
Augusta W.Duisenberg) Helena K.Korbel (Seal)
Caroline Korbel (Seal)
Lucia Korbel (Seal)
Vazlav Zaruba (Seal)

State of California)
City and County of)ss
San Francisco)

On the first day of September in the year one thousand nine hundred and three (1903), before me Augusta W.Duisenberg, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Eleanora Zaruba, Helena K.Korbel, Caroline Korbel and Lucia Korbel, all children of Joseph Korbel, deceased, and Vazlav Zaruba, husband of said Eleanora Zaruba, known to me to be the persons described in, whose names are subscribed to, And who executed the annexed instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year last abovewritten.

(Seal) Augusta W.Duisenberg.

Notary Public in and for the County of San Francisco, State of California.

Recorded at the request of F.Korbel & Bros. Sept. 21, 1903 at 8 min. past 9 o'clock A.M.

County Recorder

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

On November ___, 2012, before me, _____, Notary Public, personally appeared STEPHEN F. MACK, General Manager of Sweetwater Springs Water District, a California Water District organized pursuant to California Water Code Section 30000, et seq., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

On November ___, 2012, before me, _____, Notary Public, personally appeared DAVID C. FARIS, Vice President of F. Korbel & Bros., a California corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

_____