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First American Title

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Sebastopol, CA 95472

Escrow Officer:	Lynda Bounsall (LB)
Phone:	(707)823-1046
Fax No.:	(866)440-2064
E-Mail:	lbounsall@firstam.com
Buyer:	Alton Preserve, LLC
Owner:	Olson-Vera-Gold Living Trust and Porter-Vera-Gold Living Trust
Property:	2795 Piner Road Santa Rosa, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 13, 2007 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Vera M. Olson, Trustee FBO Olson-Vera-Gold Living Trust dated September 6, 1994 and Vera M. Porter, successor Trustee of the Porter-Vera-Gold Living Trust dated 9/6/94, and Vera Olson, and Vera M. O. Porter, Trustees, and any Successor Trustees, of the Vera Olson Charitable Remainder Unitrust, Dated May 17, 2006 as their interest may appear.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) One, an easement as to Parcel(s) Two.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
5. An easement for line of poles and incidental purposes, recorded August 1, 1923 as Instrument No. 27543 Book 51, Page 195 of Official Records.
In Favor of: California Telephone and Light Company, its successors and assigns
Affects: A portion of said land.

6. The terms and provisions contained in the document entitled "Agreement" recorded August 8, 1956 as Instrument No. E-89487, Book 1458, Page 480 of Official Records.
7. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded May 14, 1969 as Instrument No. L-19535, Book 2394, Page 93 of Official Records.
8. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded March 2, 1972 as Instrument No. M-58028, Book 2608, Page 525 of Official Records.
9. An easement for a line of poles and incidental purposes, recorded March 15, 1973 as Instrument No. N24019, Book 2743, Page 329; and Instrument No. N24020, Book 2743, Page 333 of Official Records.
In Favor of: Pacific Gas and Electric Company, its successors and assigns
Affects: A portion of premises

Said instrument also grants the right to trim or cut any trees and brush along said pole line.
10. An easement for conservation purposes and incidental purposes, recorded January 21, 1994 as Instrument No. 1994-0009048 of Official Records.
In Favor of: The State of California
Affects: As described therein.
11. An easement for ingress and egress purposes and incidental purposes, recorded May 15, 2000 as Instrument No. 2000-47263 of Official Records.
In Favor of: Richard A. Porter and Vera M. Porter, Trustees FBO Porter-Vera-Gold Living Trust dated September 6, 1994, as to an undivided one-half (1/2) interest, and Vera M. Olson, Trustee FBO Olson-Vera-Gold Living Trust dated September 6, 1994, as to an undivided one-half (1/2) interest
Affects: As described therein.
12. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed in book 704, page 1, on November 15, 2006 .
13. Rights of parties in possession.

INFORMATIONAL NOTES

1. General and special taxes and assessments for the fiscal year 2006-2007.

First Installment: \$1,662.86, PAID
Penalty: \$0.00
Second Installment: \$1,662.86, PAID
Penalty: \$0.00
Tax Rate Area: 139-010
A. P. No.: 034-042-080-000

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Vineyard with Single Family Residence known as 2795 Piner Road, Santa Rosa, California.

3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded April 21, 2006 as Instrument No. 2006048577 of Official Records.

From: Vera M. Olson, Trustee FBO Olson-Vera-Gold Living Trust Dated September 6, 1994

To: Vera M. Olson, an undivided 1/6th interest

A document recorded April 21, 2006 as Instrument No. 2006048578 of Official Records.

From: Vera M. Olson

To: Richard A. Porter and Vera M. Porter, an undivided 1/6th interest

A document recorded April 21, 2006 as Instrument No. 2006048579 of Official Records.

From: Richard A. Porter and Vera M. Porter

To: Richard A. Porter and Vera M. Porter, Trustees, and any Successor Trustees, of the Porter-Vera-Gold Living Trust dated September 6, 1994, Under Declaration of Trust Dated September 6, 1994, their undivided 1/6th interest

A document recorded May 17, 2006 as Instrument No. 2006061593 of Official Records.

From: Vera M. Olson

To: Vera Olson, and Vera M. O. Porter, Trustees, and any Successor Trustees, of the Vera Olson Charitable Remainder Unitrust, Dated May 17, 2006, an undivided 28.33% interest

Document re-recorded June 13, 2006 as Instrument No. 2006-073782 of Official Records.

A document recorded May 17, 2006 as Instrument No. 2006061594 of Official Records.

From: Vera M. Olson, Trustee FBO Olson-Vera-Gold Living Trust dated September 6, 1994

To: Vera M. Olson an undivided 28.33% interest

Document re-recorded June 13, 2006 as Instrument No. 2006-073781 of Official Records.

An Affidavit of Successor Trustee recorded on June 18, 2007 as Instrument No. 2007-068860 of official records

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

- a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendment;

- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.

- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCEL ONE:

Lot 1, as shown upon that certain map entitled, "Parcel Map No. 89-235", filed August 1, 1989 in Book 441 of Maps at Pages 14 and 15, Sonoma County Records.

Excepting therefrom that portion granted to Cobblestone Development and Rancho San Miguel Properties in the Grant Deed recorded December 30, 1999 as Instrument No. 1999-157863, of Official Records.

PARCEL TWO:

A 15 foot right of way for private road purpose, as reserved in that document recorded August 8, 1956 in book 1458 of official records, page 480, Sonoma county records.

APN: 034-042-080-000

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use

* land division

* improvements on the land

* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
 This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
(a) The time of the advance; or
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Exception #5

195

Recorded at the Request of First National B'k of H'bg Aug 1 1923 at 51 min. past 10 o'clock
A.M., in Book 51 of Official Records, page 194 Sonoma County Records.

Herbert B. Snyder County Recorder

Serial No. 27854

By M. Grant

Deputy Recorder

\$1.20 Paid

Copyist - Kennedy

bulley
Huffman

No consideration.

KNOW ALL MEN BY THESE PRESENTS That B. Boesa and Margherita Boesa, his wife, herein-
after called the "Grantor" for and in consideration of the sum of one dollar (\$1.00) in lawful
money of the United States of America to him paid by the California Telephone and Light Company,
a corporation organized under the laws of the State of California, hereinafter called the
"Grantee" the receipt whereof is hereby acknowledged does hereby grant to the said Grantee, its
successors and assigns, the right of constructing, reconstructing, replacing, maintaining and
using, for the transmission and distribution of electricity, eight poles, together with the
necessary cross-arms, guys and other fixtures, and wires for telephone purposes, together with
a right of way along the same and the right of ingress thereto and egress therefrom, over and
across the lands of the Grantor situate near Piner Dist. Fulton, in the County of Sonoma, State
of California, and more particularly shown and delineated upon the blue-print map which is
hereunto annexed and made a part hereof.

The location of said poles is shown upon said annexed map by white circles and the route
of said wires installed thereon by red lines.

The Grantee by the acceptance hereof, hereby agrees to indemnify the Grantor against
any damage to crop, stock or improvements that may be caused to the Grantor by the exercise of
any of the rights hereby granted.

IN WITNESS WHEREOF, the Grantor has executed these presents this 17th day of April 1923

Signed in the presence of

Margherita Boesa

Joe. Bourbeau Witness.

Mrs. B. Boesa

Mr. B. Boesa

B. Boesa

State of California)
County of Sonoma) ss

On this 24th day of July A.D. 1923, before me, Louis P. Moardle, a Notary Public in
and for the said County and State, residing therein, duly commissioned and sworn, personally
appeared B. Boesa and Margherita Boesa, his wife, both of Sonoma County, California, known to
me to be the persons whose names are subscribed to the within instrument, and acknowledged to
me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this Certificate first above written.

(Seal)

Louis P. Moardle

1458 480

Consideration less than \$100.00

GRANT DEED

I, MARGHERITA BOSSA, GRANT TO MARGARET L. MONTAFI, a married woman, as her sole and separate property, all that real property situated in the County of Sonoma, State of California, described as follows:

Being a portion of the SE quarter of the NE quarter of section 7, Township 7 N., Range 8 W., M.D.B.&M., and more particularly described as follows:

Beginning at the quarter corner common to section 7 and 8, Township 7 N., Range 8 W.; thence North along the Easterly line of said section 7, 1388.05 feet; thence South 89° 45' W, 762.66 feet to the westerly line of the land of Margherita Bossa as recorded in Official Records Book 212, on page 458, Sonoma County Records; thence South 0° 45' E, along said westerly line of the lands of Bossa, 1384.84 feet to the centerline of Piner Road; thence East along said centerline of Piner Road, 744.48 feet to the point of beginning, containing 23.98 acres.

Reserving to Grantor a right of way to the real property retained by Grantor of that original 46 acre parcel of land described in that Decree of Distribution in the Estate of Battista Bossa, deceased, dated March 30, 1928, and recorded on December 6, 1928, in the Office of the County Recorder of Sonoma County in Book 212, page 458, of Official Records, for private road purposes, and all other uses and purposes ordinarily incidental thereto over and across that certain strip of land 15 feet wide, the Easterly line of which is the Easterly boundary of the hereinabove described property. Grantor, her heirs and assigns, and Grantee, her heirs and assigns, are to share equally in the maintenance and repair of said right of way.

Grantor reserves a life estate and is to have the management, control and products of said land as long as grantor lives. In the event that Grantee does not build a residence on the hereinabove described real property within two (2) years from the date of this Deed, this conveyance is to be null and void and all right, title and interest of Grantee shall revert in Grantor.

Dated August 3, 1956.

Margherita Bossa
Margherita Bossa

STATE OF CALIFORNIA }
County of Sonoma

On August 3, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

MARGHERITA BOSSA

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

(SEAL)

Charles H. [Signature]
Notary Public

My commission expires Sept. 15, 1957

RECORDED AT REQUEST OF

De Mest & Mest
AT 98 MIN. PAST 2 P.M.
AUG 5 1956
SONOMA COUNTY, CALIFORNIA

[Signature] RECORDER
By *[Signature]* DEPUTY
FEE \$2.00
SERIAL No.

E 89487

RECORDED AT REQUEST OF Ray Counsel Exception #7
AT 10 MIN. PAST 2 P.M.
OFFICIAL RECORDS OF SONOMA COUNTY, CALIF.Hand signed COUNTY RECORDER
By Shirley Paid, Date MAY 14 1969LAND CONSERVATION AGREEMENT**L 19535**THIS AGREEMENT, made and entered into this 6th day ofMAY, 1969, by and between DANIEL D. BOSSA, BAPTISTE BOSSA,EDITH BOOS and MARY L. BANASCO, hereinafter referred to as "OWNER", and
the COUNTY OF SONOMA, a political subdivision of the State of
California, hereinafter referred to as "COUNTY";W I T N E S S E T H:

The parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. The within agreement is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 1554, Statutes 1965). This agreement shall be subject to said act and any amendments thereto.

2. The owner possesses real property located within the County, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

3. During the term of this agreement, the above-described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said land is situated. Said rules have been or are about to be, adopted for the lands in said preserve by resolution of the County's Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving and shall be consistent with the objectives of said Land Conservation Act.

4. This agreement shall be effective commencing on the 1st day of MARCH, 1969, and shall remain in effect for a period of 7 years therefrom. This agreement shall be automatically renewed at the end of each year for a 7 year period unless notice of nonrenewal is given as provided in Section 51245 of the California Government Code -- to the end that at all times during the continuation of this agreement as renewed there shall be a 7 year term of restriction unless notice of nonrenewal has been given.

5. In recognition of the depressing effect which the imposition of restrictions tends to have upon property values in the event that a notice of nonrenewal is given as provided in paragraph 4 hereof, there shall be a rebuttable presumption that the difference between the value of property as reduced by virtue of the restrictions imposed by this agreement, hereinafter referred to as the restricted value, and the value said property would have had if there were no restrictions upon it, hereinafter referred to as the nonrestricted value, shall

decrease in accordance with the schedule contained in Chart #1 marked Exhibit "B" attached hereto.

6. The County's Assessor shall annually, during the continuation of this agreement, report to the Owner and to the County's Board of Supervisors the equalized restricted value and the equalized unrestricted value.

7. The Owner (or his personal representatives) may request cancellation of this agreement and at the same time request a waiver of the cancellation fee upon the grounds: (1) that probate proceedings have been instituted involving the subject premises and the sale of all or a portion of the premises is necessary to pay probate expenses, inheritance or estate taxes, or (2) that an action in eminent domain for the condemnation of all or a portion of the land described herein has been filed by a person or agency having power of condemnation. It shall be discretionary with the Board of Supervisors as to whether or not such request shall be granted or denied, in whole or in part, and to that end the Board of Supervisors may, if it deems it appropriate, provide for the holding of a public hearing prior to decision upon such request. In the event that a request for cancellation is approved, the Owner shall pay a cancellation fee calculated as hereinafter provided, except to the extent that said Board of Supervisors may provide for a waiver of all or part of said fee.

8. The cancellation fee shall be a sum equal to the tax saving for each and every year this agreement has been in effect subject to a maximum period of 7 years figured backward from date of cancellation, with interest thereon to date of fee payment at the rate of 7% per annum, compounded annually. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the non-restricted value for each year times the total composite tax rate as shown by County records of that year.

9. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within agreement is the substantial benefit to be derived by both parties.

10. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of this agreement, or the rules referred to in paragraph 3 hereof, may be declared void by the County's Board of Supervisors; such declaration or the provisions of this agreement may be enforced by the County by an action filed in the Superior Court of the County for the purpose of compelling

compliance or restraining breach thereof.

11. The within agreement shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have fixed their hands and seals the day and year first above written.

COUNTY OF SONOMA

ATTEST:

Edna M. Williams
Clerk of the Board

[Signature]
Chairman, Board of Supervisors

OWNERS

Edith Boos
EDITH BOOS
Mary L. Banasco
MARY L. BANASCO

OWNER

Daniel D. Bossa
DANIEL D. BOSSA
Baptiste Bossa
BAPTISTE BOSSA

~~We, the undersigned trust deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.~~

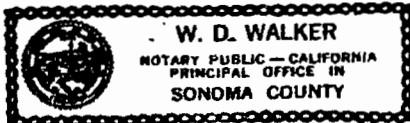
I, EDNA M. BOSSA, wife of DANIEL D. BOSSA disclaim any interest in the property covered by the above agreement.

Edna M. Bossa
EDNA M. BOSSA

Note: (Acknowledgements must be attached)

STATE OF CALIFORNIA

COUNTY OF SONOMA



ON May 6 1969,
before me, the undersigned, a Notary Public in and for said State, personally appeared
EDITH BOOS, MARY L. BANASCO, DANIEL D. BOSSA,
BAPTISTE BOSSA, EDNA M. BOSSA

, known to me,
to be the person E whose name E are subscribed to the within instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Signature]
W. D. Walker

NAME (TYPED OR PRINTED)
Notary Public in and for said State.

STATE OF CALIFORNIA,)
) SS.
 COUNTY OF SONOMA.)

On this 13th day of MAY, 1969, before me _____

Dorothy F. Kuvalinka, personally appeared ART RUONAVAARA

_____, known to me (or proved to me on the oath of _____

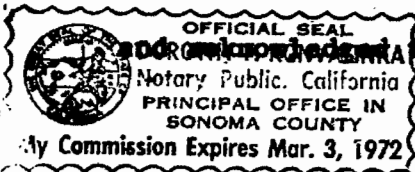
_____) to be Vice Chairman, of

Board of Supervisors of Sonoma County

and known to me to be the person who executed the within instrument

on behalf of said public corporation, agency or political subdivision,

and acknowledged to me that such County executed the same.



Dorothy F. Kuvalinka

BOOK 2394 PAGE 97
All that real property situate in the County of Sonoma, State of California, described as follows: (in an unincorporated area)

PARCEL ONE:

COMMENCING at the quarter section corner between Sections 7 and 8 in Township 7 North of Range 8 West, M.D.M., said point of commencement being in the center of what is commonly known as the Old Redwood Road running West from the Pine District School House; thence North from said point of commencement 40.09 chains; thence North 89° 30' West, 11.68 chains; thence South 0° 45' East 40.09 chains to the center of said road; thence South 89° 15' East, 11.28 chains to the point of beginning;

Courses true-Magnetic Variation 17° 15' East, and being the most Easterly portion of the Northeast quarter of Section 7, in Township 7 North, of Range 8 West, M.D.M., and being the same lands which were conveyed by Wm. D. Knapp and wife, to said Battista Bossa by deed dated February 13, 1897 and recorded in Book 170 of Deeds, page 184, Sonoma County Records.

EXCEPTING THEREFROM the following:

Being a portion of the Southeast quarter of the Northeast quarter of Section 7, Township 7 North, Range 8 West, M.D.B.&M., and more particularly described as follows:

BEGINNING at the quarter corner common to section 7 and 8, Township 7 North, Range 8 West; thence North along the Easterly line of said section 7, 1388.05 feet; thence South 89° 45' West, 762.66 feet to the Westerly line of the land of Margherita Bossa as recorded Official Records Book 212, on page 458, Sonoma County Records; thence South 0° 45' East, along said Westerly line of the lands of Bossa, 1384.84 feet to the centerline of Piner Road; thence East along said centerline of Piner Road, 744.48 feet to the point of beginning, containing 23.98 acres.

PARCEL TWO:

BEING a portion of the Northwest quarter of Section 8 Township 7 North of Range 8 West, M.D.M. and beginning at a stake in the South side of a lane from which stake a point at or near the quarter section corner between sections 5 and 6 bears North 89° 30' East, 22.34 chains distant said stake marking also the Northeast corner of the tract of land conveyed by J. M. Holmes and wife by Deed dated November 1, 1906 and recorded in Book 225 of Deeds at page 208, Sonoma County Records; thence along the South side of said lane South 89° 30' West 17.45 chains to the Northwest corner of the land conveyed to Frank Ross by above mentioned Deed of January 11, 1906; thence South 0° 15' East (at 0.18 chains, a stake) 21.73 chains to a stake in a rail fence; thence South 89° 45' East 17.57 chains to a stake in a picket fence; thence North 0° 30' West (at 21.77 chains a stake) 21.95 chains to the point of beginning

PARCEL THREE:

BEING a portion of Section 8, in Township 7 North Range 8 West, M.D.M., and beginning at a point in the center of a 50 foot road at the Southwest corner of the tract of land conveyed by J. M. Holmes to Frank Ross and wife, by dated January 11, 1906 and recorded in Liber 225 of Deeds at page 208 of Sonoma County Records, said point being at or near the quarter section corner between sections 7 and 8; thence leaving said Road North 18.32 chains to a stake driven in the ground at the Southwest corner of the 38 24/100 acre tract conveyed by Frank Ross to Batista Bossa by deed dated July 2, 1906 and recorded in Liber 229 of Deeds at page 472 of Sonoma County Records; thence along the South line of said 38 24/100 acre tract, South 89° 45' East, 7.45 chains to a stake; thence leaving said South line South 0° 18' East, 18.29 chains to the center of a 50 foot road; thence along the center of said road West 7.54 chains to the point of beginning

(continued)

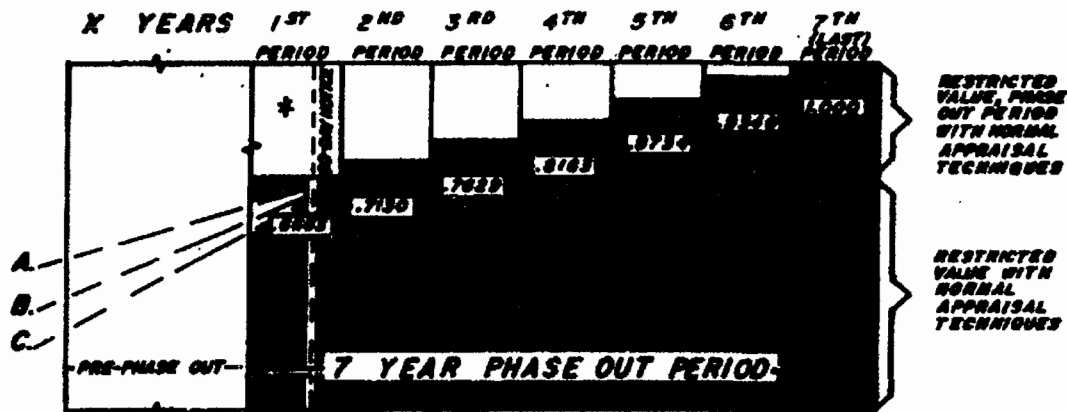
PARCEL FOUR

BEING a portion of Section 8, Township 7 North Range 8 West, M.D.M., and beginning at a stake on the South side of a lane, and from which stake a point at or near the quarter-section corner between sections 5 and 8 bears North 89° 30' East, 22.34 chains distant; said stake also marks the Northeast corner of the tract of land conveyed by J. M. Holmes to Frank Ross and wife, by Deed dated January 11, 1906 and recorded in Liber 225 of Deeds, page 208 of Sonoma County Records; thence South 0° 30' East, 21.95 chains to a stake; the point of beginning of the herein described tract; thence South 1° 56' East, 600 chains, thence North 89° 45' West, 10.32 chains to the East line of the 13.72 acre tract conveyed by Frank Ross to B. Bossa by Deed dated February 13, 1908 and recorded in Liber 245 of Deeds, at page 215 of Sonoma County Records; thence North 0° 29' West, 6.00 chains to the South line of land conveyed by said Ross to Bossa by Deed dated July 2, 1906 thence South 89° 45' East, 10.15 chains to the point of beginning.

EXHIBIT B

LAND CONSERVATION AGREEMENT - COUNTY OF SONOMA

Phase Out Chart #1 (7 year term)

*** CHART EXPLANATION**

The year in which notice of non-renewal is given in writing by the owner. Period of submitting non-renewal notice is the inclusive 90-day period preceding the anniversary date of the Land Conservation Agreement.

- A. Seven (7) year discount point of valuation by using extension of normal 7% discount curve.
- B. First year valuation under phase out period restricted valuation is the normal 7% discount curve adjusted individually each year by standard application of appraisal data and techniques.
- C. Pre-phase out valuation for indefinite period preceding notice of non-renewal from Land Conservation Agreement based upon agricultural income level as indicated by standard application of appraisal data and techniques.

ASSUMPTIONS

- 1) Basis of the chart is the assumption that, as a result of the restriction imposed by the agreement, the market value of the property will tend to be lower than it would be if it were not subject to such restrictions.
- 2) During period of no actual sales in the market of properties which are similarly restricted, the assumption is that the normal discount curve for the period of time and interest rate is applicable as a standard appraisal technique.
- 3) It is assumed during this indefinite period preceding the notice of non-renewal, the restricted market value will tend to be somewhere between capitalized income and the discount curve area.
- 4) Circumstances of particular properties or events may require deviation from the above due to the assessor's responsibility under the Constitution to annually assess on the basis of market value.

END OF DOCUMENT

RECORDED AT REQUEST OF
 Co. Counsel
 AT MIN. FOST 28 M
 Sonoma County, California
 H. H. Langstaff RECORDER
 MAR 2 1972

OFFICIAL RECORDS

LAND CONSERVATION CONTRACT

FEES \$ No Fee PD.
 M 58028

THIS CONTRACT, made and entered into this 14th day of

February, 1972, by and between

DANIEL D. BOSSA, BAPTISTE BOSSA, EDITH BOOS and MARY L. BANASCO

hereinafter referred to as "OWNER", and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

W I T N E S S E T H:

The parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. PURPOSE. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 1443, Statutes 1965), as amended. This contract shall be subject to said act and any amendments thereto.
2. SUBJECT PROPERTY. The Owner possesses real property located within the County, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.
3. RESTRICTION TO AGRICULTURAL OR COMPATIBLE USE. During the term of this contract, the above-described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said land is situated, said rules have been or are about to be, adopted for the lands in said preserve by resolution of the County's Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving and shall be consistent with the objectives of said Land Conservation Act.
4. TERM, AUTOMATIC EXTENSION AND PHASE OUT. This contract shall be effective commencing on the 1st day of March, 1972, and shall remain in effect for a period of 10 years therefrom. This contract shall be automatically extended at the end of each year for an additional one year period unless notice of non-renewal is given as provided in Section 51245 of the California Government Code--to the end that at all times during the continuation of this contract as extended, there shall be a 10-year term of restriction unless notice of nonrenewal has been given.

Chapter #8

5. REPORT OF VALUE. The County's Assessor shall annually, during the continuation of this contract, report to the Owner and to the County's Board of Supervisors the restricted value and the unrestricted value (i.e. the value the property would have had if not subject to the restrictions imposed by this contract). Thereupon, the Owner may request equalization of said values.

6. CANCELLATION. This contract shall only be subject to cancellation in accordance with the provisions of Government Code Sections 51281 through 51285; provided, however, that instead of the cancellation fees therein provided, the cancellation fees shall be those provided in the following paragraph hereof; provided, nevertheless, that the County's Board of Supervisors shall not approve any request for cancellation unless the cancellation fee (calculated in the manner described in Paragraph 7 hereof) equals or exceeds the cancellation fee described in Paragraph (b) of Government Code Section 51283 - except in those instances in which said Board of Supervisors pursuant to Paragraph (c) of said Section 51283 finds that in the public interest all or part of the cancellation fee should be waived.

7. CANCELLATION FEES AND WAIVER. In the event of cancellation as above provided, subject, nevertheless, to the power of the County to waive such fees in proper cases as provided by Government Code Sections 51281 to 51285, the Owner shall pay the County the following fees:

(a) DEFERRED TAXES. Said fees shall equal the tax saving for each and every year this contract has been in effect, subject to a maximum period of 20 years figured backward from the date of cancellation. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the non-restricted value for the particular year times the total composite tax rate as shown on county records for that year.

(b) ADDITIONAL FEES. In addition to the deferred taxes mentioned above, the Owner shall also pay the County a fee calculated by multiplying the full cash value (i.e. market value) of the property at time of cancellation times the percentage figure, for the contract year--after date hereof, as set forth in the following table:

<u>Contract Year</u>		<u>Contract Year</u>	
1st	22.5%	11th	12.5%
2nd	21.5%	12th	11.5%
3rd	20.5%	13th	10.5%
4th	19.5%	14th	09.5%
5th	18.5%	15th	08.5%
6th	17.5%	16th	07.5%
7th	16.5%	17th	06.5%
8th	15.5%	18th	05.5%
9th	14.5%	19th	04.5%
10th	13.5%	20th	03.5%
		21st and succeeding years 0.00%	

8. EMINENT DOMAIN. In lieu of the provisions of Government Code Section 51295, the Owner's rights arising out of an action in eminent domain or the threat thereof shall be governed by the provisions of paragraphs 6 and 7 of this contract. In that regard, it is recognized that on occasion, the Owner's right to relief should not be restricted to instances in which the fee of an entire parcel of land subject to contract is being condemned and that in other instances the condemnation of small slivers of a parcel of land may have little, if any, effect on the conduct of agricultural operations on a parcel of land subject to contract.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

10. SUCCESSORS IN INTEREST. The within contract, its terms and restrictions shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have affixed their hands and seals the day and year first above written.

COUNTY OF SONOMA

ATTEST:

Eugene D. Williams
Clerk of the Board

By Henry N. Opper
Chairman, Board of Supervisors

OWNERS:

Daniel D. Bossa
Daniel D. Bossa
Edith Bossa
Edith Bossa
Mary L. Banasco
Mary L. Banasco

Baptiste Bossa
Baptiste Bossa

I, Edna M. Bossa, wife of Daniel D. Bossa, disclaim any interest in the property covered by the above agreement.

ENCUMBRANCE HOLDERS:

Edna M. Bossa
Edna M. Bossa

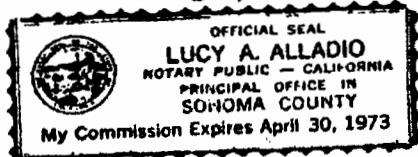
We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

Note: (Acknowledgments must be attached)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SONOMA)

On this 29th day of February, 1972, before me
Lucy A. Alladio, personally appeared Henry H. Spomer
 known to me (or proved to me on the oath of _____) to be
 CHAIRMAN OF THE BOARD OF SUPERVISORS OF SONOMA COUNTY and known to
 me to be the person who executed the within instrument on behalf
 of said public corporation, agency or political subdivision, and
 acknowledged to me that such COUNTY executed the same.



Lucy A. Alladio

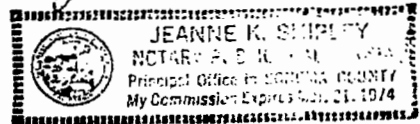
STATE OF CALIFORNIA)
) ss.
 COUNTY OF SONOMA)

On this 14 day of February, 1972, before me
 the undersigned _____, a Notary Public in and for the
 County of Sonoma, State of California, duly
 commissioned and sworn, personally appeared _____
Mary L. Banasco

known to me to be the person whose name is subscribed to the
 within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
 my official seal in the City of Santa Rosa County of Sonoma
 the day and year in this certificate first above written.

Jeanne K. Shipley



STATE OF CALIFORNIA)
) ss.
 COUNTY OF SONOMA)

On this 14 day of February, 1972, before me,
~~the undersigned~~ _____, a Notary Public in and for the
 County of Sonoma, State of California, residing therein,
 duly commissioned and sworn, personally appeared Daniel D. Bossa, Edith
Bossa, and Baptiste Bossa known to me to be the _____
 of the corporation described in and that executed the within instrument
 on behalf of the corporation therein named, and acknowledged to me that
 such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
 official seal in the _____ County of _____
 the day and year in this certificate first above written.

STATE OF California

COUNTY OF Sonoma

ss.

BOOK **2608** PAGE **529**

ON February 14, 19 72,
before me, the undersigned, a Notary Public in and for said State, personally appeared

DANIEL D. BOSSA, EDITH BOOS, MARY L. DANASCO,

AND BAPTISTE BOSSA

known to me,
to be the persons whose names as subscribed to the within instrument,
and acknowledged to me that he ✓ executed the same.

WITNESS my hand and official seal.



Eleanor S. Finley
Notary Public in and for said State.

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve #2-434 as shown by map thereof recorded in preserve map book 4, page 45, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

All that real property situate in the County of Sonoma, State of California, described as follows: (in an unincorporated area)

PARCEL ONE:

COMMENCING at the quarter section corner between Sections 7 and 8 in Township 7 North of Range 8 West, M.D.M., said point of commencement being in the center of what is commonly known as the Old Redwood Road running West from the Pine District School House; thence North from said point of commencement 40.09 chains; thence North 89° 30' West, 11.68 chains; thence South 0° 45' East 40.09 chains to the center of said road; thence South 89° 15' East, 11.28 chains to the point of beginning;

Courses true-Magnetic Variation 17° 15' East, and being the most Easterly portion of the Northeast quarter of Section 7, in Township 7 North, of Range 8 West, M.D.M., and being the same lands which were conveyed by Wm. D. Knapp and wife, to said Battista Bossa by deed dated February 13, 1897 and recorded in Book 170 of Deeds, page 184, Sonoma County Records.

EXCEPTING THEREFROM the following:

Being a portion of the Southeast quarter of the Northeast quarter of Section 7, Township 7 North, Range 8 West, M.D.B.&M., and more particularly described as follows:

BEGINNING at the quarter corner common to section 7 and 8, Township 7 North, Range 8 West; thence North along the Easterly line of said section 7, 1388.05 feet; thence South 89° 45' West, 762.66 feet to the Westerly line of the land of Margherita Bossa as recorded Official Records Book 212, on page 458, Sonoma County Records; thence South 0° 45' East, along said Westerly line of the lands of Bossa, 1384.84 feet to the centerline of Piner Road; thence East along said centerline of Piner Road, 744.48 feet to the point of beginning, containing 23.98 acres.

PARCEL TWO:

BEING a portion of the Northwest quarter of Section 8 Township 7 North of Range 8 West, M.D.M. and beginning at a stake in the South side of a lane from which stake a point at or near the quarter section corner between sections 5 and 6 bears North 89° 30' East, 22.34 chains distant said stake marking also the Northeast corner of the tract of land conveyed by J. M. Holmes and wife by Deed dated November 1, 1906 and recorded in Book 225 of Deeds at page 208, Sonoma County Records; thence along the South side of said lane South 89° 30' West 17.45 chains to the Northwest corner of the land conveyed to Frank Ross by above mentioned Deed of January 11, 1906; thence South 0° 15' East (at 0.18 chains, a stake) 21.73 chains to a stake in a rail fence; thence South 89° 45' East 17.57 chains to a stake in a picket fence; thence North 0° 30' West (at 21.77 chains a stake) 21.95 chains to the point of beginning

PARCEL THREE:

BEING a portion of Section 8, in Township 7 North Range 8 West, M.D.M., and beginning at a point in the center of a 50 foot road at the Southwest corner of the tract of land conveyed by J. M. Holmes to Frank Ross and wife, by dated January 11, 1906 and recorded in Liber 225 of Deeds at page 208 of Sonoma County Records, said point being at or near the quarter section corner between sections 7 and 8; thence leaving said Road North 18.32 chains to a stake driven in the ground at the Southwest corner of the 38 24/100 acre tract conveyed by Frank Ross to Batista Bossa by deed dated July 2, 1906 and recorded in Liber 229 of Deeds at page 472 of Sonoma County Records; thence along the South line of said 38 24/100 acre tract, South 89° 45' East, 7.45 chains to a stake; thence leaving said South line South 0° 18' East, 18.29 chains to the center of a 50 foot road; thence along the center of said road West 7.54 chains to the point of beginning

PARCEL FOUR

BEING a portion of Section 8, Township 7 North Range 8 West, M.D.M., and beginning at a stake on the South side of a lane, and from which stake a point at or near the quarter-section corner between sections 5 and 8 bears North $89^{\circ} 30'$ East, 22.34 chains distant; said stake also marks the Northeast corner of the tract of land conveyed by J. M. Holmes to Frank Ross and wife, by Deed dated January 11, 1906 and recorded in Liber 225 of Deeds, page 208 of Sonoma County Records: thence South $0^{\circ} 30'$ East, 21.95 chains to a stake; the point of beginning of the herein described tract: thence South $1^{\circ} 56'$ East, 600 chains, thence North $89^{\circ} 45'$ West, 10.32 chains to the East line of the 13.72 acre tract conveyed by Frank Ross to R. Bossa by Deed dated February 13, 1908 and recorded in Liber 245 of Deeds, at page 215 of Sonoma County Records; thence North $0^{\circ} 29'$ West, 6.00 chains to the South line of land conveyed by said Ross to Bossa by Deed dated July 2, 1906 thence South $89^{\circ} 45'$ East, 10.15 chains to the point of beginning.

(1) north $0^{\circ} 49' 42''$ east (north $0^{\circ} 20' 16''$ east, geodetic)
1376.31 feet;
to the found 1/2 inch pin accepted as marking the northeast corner of
the parcel of land described in the Decree Establishing the Fact of
Death dated February 13, 1959 and recorded in Book 1647 of Official Re-
cords at page 311, Sonoma County Records; thence leaving said westerly
boundary line and running along the northerly boundary line of the parcel
of land described in said decree dated February 13, 1959

(2) north $89^{\circ} 25' 17''$ west 23.00 feet,
thence leaving said northerly boundary line
(3) north $0^{\circ} 49' 42''$ east 1042.55 feet; thence
(4) north $14^{\circ} 22' 33''$ west 207.32 feet; thence
(5) south $83^{\circ} 22' 58''$ west 15.45 feet; thence
(6) north $6^{\circ} 37' 02''$ west 10.00 feet; thence
(7) north $83^{\circ} 22' 58''$ east 15.45 feet; thence
(8) north $1^{\circ} 08' 27''$ east 19.96 feet

to a point in the northerly boundary line said Section 7; thence along
last said northerly boundary line

(9) south $89^{\circ} 27' 54''$ east 50.00 feet;
thence leaving last said northerly boundary line
(10) south $1^{\circ} 08' 27''$ west 18.73 feet; thence
(11) south $14^{\circ} 22' 33''$ east 207.18 feet; thence
(12) north $83^{\circ} 13' 40''$ east 15.45 feet; thence
(13) south $6^{\circ} 46' 20''$ east 10.00 feet; thence
(14) south $83^{\circ} 13' 40''$ west 15.45 feet; thence
(15) south $0^{\circ} 49' 42''$ west 2397.17 feet; thence
(16) south $60^{\circ} 31' 46''$ east 17.24 feet; thence
(17) south $29^{\circ} 28' 14''$ west 10.00 feet; thence
(18) north $60^{\circ} 31' 46''$ west 17.24 feet; thence
(19) south $58^{\circ} 06' 50''$ west 26.71 feet, more or less,

to the point of beginning; said point of beginning bears north $0^{\circ} 49' 42''$
east 9.29 feet distant from the found 1/2 inch iron pipe accepted as mark-
ing the west quarter corner of said Section 8.

The bearings and distances used in the above description (except where
otherwise noted) are on the California Coordinate System, Zone 2. To obtain
geodetic bearings at the point of beginning adjust all California Coordinate
bearings $0^{\circ} 29' 26''$ to the left. To obtain ground distances, multiply all
distances shown by 1.0000326.

First party, for the consideration aforesaid, further grants to second party the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

First party shall have the right to use said strip for purposes not inconsistent with second party's full enjoyment of the rights hereby granted, provided that first party shall not erect or construct any building or other structure, or drill or operate any well, within said strip.

Second party shall have the further right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Second party shall also have the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops and brush shall be burned or removed by second party.

Second party shall also have the right to mark the location of said strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Second party shall indemnify first party against any loss and damage which shall be caused by the

exercise of said ingress and egress, or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 28th day of February, 1973

Daniel D. Bossa
Daniel D. Bossa

Executed in the presence of

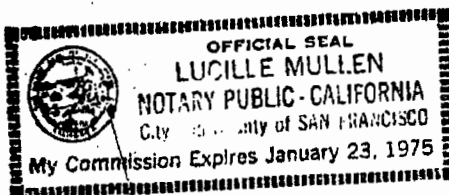
Robert F. Kent
Witness
Robert F. Kent

02-4208 7-88 (WITNESS)

STATE OF CALIFORNIA
City and County of San Francisco ss.
On this 8 day of March, 1973, before me, Lucille Mullen
a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared
Robert F. Kent known to me to be the same person whose name is subscribed to the within
instrument, as a witness thereto, who, being duly sworn, deposed and said that he resides in the County of
Contra Costa, State of California, that he was present and saw
Daniel D. Bossa

(personally known to him to be the person described in and who executed the said instrument,
as part y thereto), sign and execute the same, and that, at his
request, he, the said affiant, thereupon subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in
the said City and County of San Francisco
the day and year in this certificate first above written.



Lucille Mullen
Lucille Mullen

Notary Public in and for the City and County of San Francisco, State of California
My Commission Expires

END OF DOCUMENT

Exception #10

7

State of California
 THE RESOURCES AGENCY
 DEPARTMENT OF FISH AND GAME

Recording Requested By

SONOMA TITLE GUARANTY

WHEN RECORDED MAIL TO:

State of California
 WILDLIFE CONSERVATION BOARD
 801 K Street, Suite 806
 Sacramento, California 95814



1994 0009048

OFFICIAL RECORDS OF
SONOMA COUNTY
 BERNICE A PETERSON

AT REQUEST OF:

SONOMA TITLE GUARANT

01/21/1994

08:00:00

FEE: \$

.00

PGS:

PAID 7

Space above this line for Recorder's use

PROJECT: Rancho San Miguel #2

COUNTY: Sonoma County

CONSERVATION EASEMENT

THIS EASEMENT is made this 30 day of MARCH, 1992 by and between Richard A. Porter and Vera M. Porter, Vera M. Olson, hereinafter called GRANTOR, to the STATE OF CALIFORNIA, hereinafter called STATE.

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner in fee simple of that certain real property hereinafter described; and

WHEREAS, the property has scenic, natural and aesthetic value in its present state as a natural area; and

WHEREAS, GRANTOR is willing to grant a conservation easement to STATE over the property, thereby restricting and limiting the use of the property; and

WHEREAS, GRANTOR and STATE recognize the scenic, natural and aesthetic value of the property in its present natural state and have the common desire to preserve the natural character of the property and prevent its use or development for any purpose or in any manner which would conflict with the maintenance of the property in its natural condition;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions hereinafter set forth, GRANTOR, hereby grants and conveys unto STATE, its successors and assigns forever, a conservation easement of the nature and character and to the extent hereinafter set forth, with respect to the property of GRANTOR situated in the County of Sonoma, State of California, more particularly described in "Exhibit A", which is attached hereto and by this reference made a part hereof.

The covenants, conditions, and restrictions of the conservation easement are as follows:

1. Purpose. It is the purpose of this Easement to ensure that the Property will be retained in a natural condition, to protect existing populations of Blennosperma bakeri, Sonoma sunshine, and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

(a) to preserve and protect the conservation values of this Property;

(b) to enter upon the property at reasonable times in order to monitor Grantors' compliance and otherwise enforce the terms of this Easement; and

(c) to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 7.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited: unseasonal watering and use of herbicides, or discing for weed abatement unless approved in writing by the State.

4. No building, billboard, sign, fence or any other structure of any kind shall be erected on the property unless such structure replaces a pre-existing structure of similar size, bulk and height.

5. There shall be no depositing of soil, trash, ashes, garbage, waste or any other material.

6. There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand or other material nor any building of roads nor other change in the general topography of the land, excepting the maintenance of existing foot of trails or roads.

7. There shall be no removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (a) fire breaks, (b) the maintenance of existing foot trails or roads, (c) the prevention or treatment of disease or (d) other good husbandry practices approved by STATE.

8. No advertising of any kind or nature shall be located on or within the property.

9. There shall be no activities, actions or uses detrimental to water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

10. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Including the maintenance of adequate comprehensive general liability insurance coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

11. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish grantee with satisfactory evidence of payment upon request.

12. Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonably attorneys' fees, arising from or in any way connected with:

(a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the property, regardless of cause, unless due to the negligence of any of the indemnified parties;

(b) the existence or administration of this Easement.

13. Extinguishment. Except as provided in paragraph 2, if circumstances arise in the future such that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

In the event a violation of these covenants, conditions or restrictions is found to exist, STATE may institute a suit to enjoin such violation to require the restoration of the property to its prior condition or for damages.

STATE does not waive or forfeit the right to take action as may be necessary to ensure compliance with the covenants, conditions and restrictions of this easement by a prior failure to act.

STATE shall have the right to enter the property at all reasonable times for the purpose of inspecting the property to determine if GRANTOR is complying with the covenants, conditions and restrictions of this easement.

GRANTOR reserves the right to continue to use of the property for all purposes not inconsistent with this easement.

The covenants, conditions and restrictions of this easement shall be incorporated in any deed or other instrument by which GRANTOR conveys any interest in the property, shall be binding upon GRANTOR'S successors and assigns and shall constitute a servitude running in perpetuity with the property.

Executed on March 30, 1992

GRANTEE:

State of California
Department of Fish and Game

By: W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

GRANTOR:

* Richard A. Porter
* Vera M. Porter
* Vera M. Olson

STATE OF CALIFORNIA
COUNTY OF Sonoma } S.S.

On March 30, 1992 before me,

Judy Van Winkle

a Notary Public in and for said County and State, personally appeared
* Richard A. Porter and Vera M. Porter and
Vera M. Olson*

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

WITNESS my hand and official seal

Signature Judy Van Winkle

© 2492 (5-91)

FOR NOTARY SEAL OR STAMP



OFFICIAL NOTARY SEAL
JUDY VAN WINKLE
Notary Public - California
SONOMA COUNTY
My Comm. Expires AUG 05, 1994

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5192

State of California
 County of Sacramento
 On 6/7/93 before me, Sandy Daniel
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC
 personally appeared W. John Schmidt
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Sandy Daniel
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
Executive Director
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Wildlife Conservation Board
Department of Fish & Game
State of California

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

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

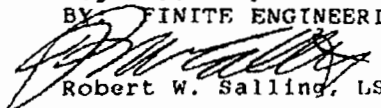
OPTIONAL SECTION
 TITLE OR TYPE OF DOCUMENT Rancho San Miguel #2 Sonoma Co. Conservation
 NUMBER OF PAGES 5 DATE OF DOCUMENT 6-30-92
 SIGNER(S) OTHER THAN NAMED ABOVE Richard Porter, Vera Porter, Vera Olson

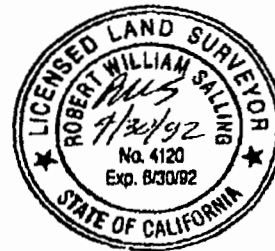
EXHIBIT "A"

BEING a portion of lot 1 as said lot is shown on parcel map No. 89-235 filed August 1, 1989 in Book 441 of Maps, at Page 14 and 15 in the office of the County Recorder of Sonoma County, described as follows:

BEGINNING at the 3/4" iron pipe tagged LS 3193, marking the most easterly angle point in the common line between lot 1 and lot 2 as said angle point and lots are shown on said map; thence north 89°49'44" west 51.81 feet; thence south 3°05'17" west 208.85 feet; thence north 88°18'10" west 70.05 feet; thence south 22°24'47" west 56.77 feet; thence north 76°49'50" west 48.47 feet; thence south 9°23'43" west 321.43 feet; thence south 86°55'43" east 251.19 feet to said common line between lot 1 and lot 2; thence along last said line north 0°20'56" east 578.35 feet to the point of BEGINNING.

Legal Description
BY: FINITE ENGINEERING, INC.


Robert W. Salling, LS 4120



Rancho Miguel Unit No. 2
Conservation Easement
Sonoma County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated March 30, 1992 from Richard C. Porter and Vera M. Porter, Vera M. Olson to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Fish and Game Commission, Department of Fish and Game, Resources Agency, State of California, adopted on August 7, 1993 and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date 6-7-93

APPROVED:
DEPARTMENT OF GENERAL SERVICES

F. Warren Caldwell
F. WARREN CALDWELL, Senior Real Estate Officer
Office of Real Estate and Design Services
7/1/93 - 0781

Exception #11

Recording Requested By And
When Recorded Mail To:

Rob Disharoon, Esq.
ANDERSON, ZEIGLER, DISHAROON
GALLAGHER & GRAY
P. O. Box 1498
Santa Rosa CA 95402



GENERAL PUBLIC
05/15/2000 08:12 DEED
RECORDING FEE: 13.00

2000047263

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

3



A. P. No. 034-042-073

EASEMENT DEED

RICHARD A. PORTER and VERA M. PORTER Trustees FBO PORTER-VERA-GOLD Living Trust dated September 6, 1994, as to an undivided one-half (1/2) interest, and VERA M. OLSON Trustee FBO(OLSON-VERA-GOLD Living Trust dated September 6, 1994, as to an undivided one-half (1/2) interest ("Grantors"), as owners of the real property located at 2795 Piner Road, Santa Rosa, California, hereby grant to THOMAS F. FEENEY, Trustee Under the THOMAS F. FEENEY Trust Agreement dated September 9, 1981 ("Grantee"), an easement for ingress and egress, as more particularly described on Exhibit "A" to this Deed.

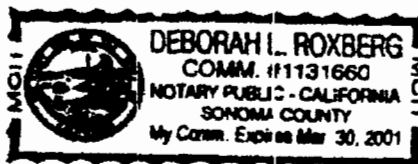
Executed on April 25, 2000, at Santa Rosa, California.

RICHARD A. PORTER

VERA M. PORTER

VERA M. OLSON

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)



On APRIL 25 2000, before me, the undersigned notary public, personally appeared RICHARD A. PORTER and VERA M. PORTER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

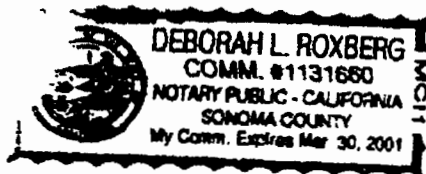
STATE OF CALIFORNIA)

) ss.

COUNTY OF SONOMA)

On April 25, 2000, before me, the undersigned notary public, personally appeared VERA M. OLSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Deborah L. Roxberg





BAECHTEL HUDIS INC.

CONSULTING CIVIL ENGINEERS
AND PLANNERS

EXHIBIT "A"

**LEGAL DESCRIPTION
EASEMENT FOR INGRESS AND EGRESS**

PREPARED AUGUST 30, 1999

An easement for ingress and egress situated in the unincorporated area, County of Sonoma, State of California, being the westerly 50.00 feet of the northerly 20.00 feet of Parcel One of the lands of Porter as recorded in Book 3534 on Page 948 of Official Records of Sonoma County, and being more particularly described as follows:

Commencing at the northwest corner of Section 8 in Township 7 North of Range 8 West, M.D.M.; said point being the northeast corner of said lands of Porter; thence North $88^{\circ} 40'$ West, 770.88 feet= to the northwest corner of Parcel One of the lands of Porter and the Point of Beginning; thence from said Point of Beginning, South $0^{\circ} 02' 15''$ East, along the westerly boundary of the lands of Porter, 20.00 feet; thence leaving said boundary, South $88^{\circ} 40'$ East, 50.00 feet; thence North $0^{\circ} 02' 15''$ West, 20.00 feet= to said northerly boundary; thence North $88^{\circ} 40'$ West, along said northerly boundary, 50.00 feet= to the Point of Beginning.

Legal Description Prepared By: **BAECHTEL HUDIS INC.**

By

Gordon Baechtel, R.C.E. 20160

Date

My license expires 09/30/01.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY
IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT
COMPLY WITH LOCAL SUBDIVISION BUILDING ORDINANCES.

OWNER'S STATEMENT

We hereby state that we are the owners of or have some right, title or interest in and to the real property shown upon this map entitled "Parcel Map No. 89-235", that we are the only persons whose consent is necessary to pass clear title to said property; that we consent to the preparation and recordation of said map and subdivision.

Richard A. Porter
Richard A. Porter

Vera M. Olson
Vera M. Olson

STATE OF CALIFORNIA
COUNTY OF SONOMA

On this 21st day of June, 1989, before me, the undersigned, a notary public in and for the State of California, County of Sonoma, residing therein, duly commissioned and sworn, personally appeared Richard A. Porter and Vera M. Olson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as owners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia Ann Pierce
Notary Public in and for the State of California, County of Sonoma
My commission expires: January 22nd, 1993

EASEMENT CERTIFICATE

Signatures of owners of the following interests have been omitted under the provisions of section 66436 of the Subdivision Map Act; their interest is such that it cannot ripen into a fee title and such signatures are not required by the governing body.

NAME	RECORDED	NATURE OF INTEREST
California Telephone and Light	51 O.R. 195	public utilities
P.O. & E.	2743 O.R. 129	public utilities
P.O. & E.	2743 O.R. 333	public utilities

TRUSTEE CERTIFICATE

Signatures of the following trustees have been omitted under the provisions of Section 66445 of the Subdivision Map Act, and such signatures are not required by the governing body.

NAME	RECORDED	NATURE OF INTEREST
Federal Land Bank of Sacramento	D.R. 85068072	Trustee

AGENCY REQUIRED INFORMATION

Prior to issuance of building or any departmental permits projects shall be reviewed by the Department of Fish and Game and the Sonoma County Planning Department.

COUNTY SURVEYOR'S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and local ordinance.

July 26, 1989

Donald B. Hays
County Surveyor



SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Ron Perry and George Kovatch in June of 1989. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any, and all monuments are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.



COUNTY CLERK'S STATEMENT

I certify that all securities required under the provisions of the Subdivision Map Act to secure payment for taxes and assessments have been filed with and approved by the County of Sonoma, namely securities required under Government Code Section 66493 (a) and 66493 (c) in the sum of \$ 1400.00.

Dated: 7-27-89

Joe J. Harris
Clerk of the Board of Supervisors

TAX COLLECTOR'S STATEMENT

According to the records in the office of the undersigned, there are no liens against this subdivision, or any part thereof, for unpaid State, County municipal or local taxes or special assessments collected as taxes not yet payable. My estimate of taxes and special assessments collected as taxes not yet payable is \$ 1400.00. The land in said subdivision is not yet subject to a special assessment or bond which may be paid in full. Security required pursuant to Government Code Sections 66493 (a) and 66493 (c) are hereby accepted and approved.

Dated July 4, 1989

Donald B. Hays
Tax Collector, County of Sonoma,
State of California

OWNER'S STATEMENT

I hereby state that I am the owner of or have some right, title or interest in and to the real property shown upon this map entitled "Parcel Map No. 89-235"; that I am the only person whose consent is necessary to pass clear title to said property; that I consent to the preparation and recordation of said map and subdivision.

Vera M. Olson
Vera M. Olson

STATE OF CALIFORNIA
COUNTY OF SONOMA

On this 1st day of June, 1989, before me, the undersigned, a notary public in and for the State of California, County of Sonoma, residing therein, duly commissioned and sworn, personally appeared Vera M. Olson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as owner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia Ann Pierce
Notary Public in and for the State of California, County of Sonoma
My commission expires: January 22nd, 1993

RECORDER'S CERTIFICATE

Filed this 1st day of Aug, 1989 at 9:00 o'clock in Book 441 of Maps, at page(s) 14-15 in the office of the Recorder of the County of Sonoma, State of California, at the request of the County Clerk.

Doc No. 89070947 Bernice Peterson, County Recorder

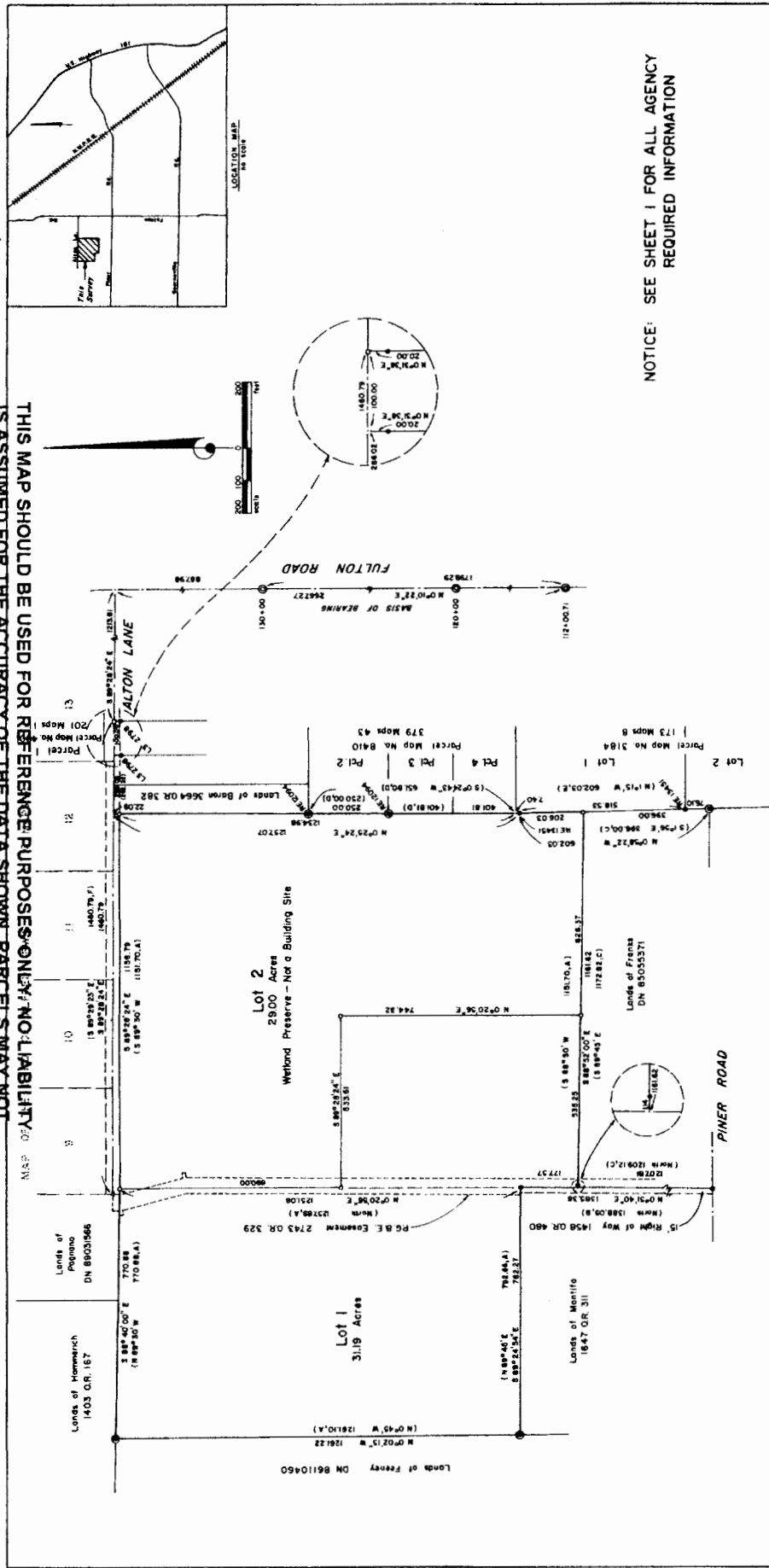
Fee Paid \$ 8.00 By: Alpha Johnson Deputy
89-070987

PARCEL MAP No. 89-235

BEING A DIVISION OF THE LANDS OF
PORTER AND OLSON, 3534 O.R. 947
LOCATED IN SECTIONS 7 & 8, T.7N., R.8W., M.D.M.
COUNTY OF SONOMA STATE OF CALIFORNIA

OWNER
RICHARD A. and VERA M. PORTER
VERA M. OLSON, 3534 O.R. 947
PASSARINO ASSOCIATES, INC.
Land Surveying
Santa Rosa, California

157



NOTICE: SEE SHEET 1 FOR ALL AGENCY
REQUIRED INFORMATION

NOTES

RECORD DATA	
A	Indicates
B	"
C	"
D	"
E	"
F	"

LEGEND

○	Indecore	3.0" iron pipe art, tagged L.S. 3103
"	"	1/2" iron pipe found, tagged as shown
●	"	3.0" iron pipe found, tagged as shown
⊙	"	1/2" iron pipe found, tagged as shown
△	"	1.5" wall found
⊕	"	horrible mangled found, with brass die marked "C33C"
}	"	record 404
"	"	"

PARCEL MAP No. 89--235

BEING A DIVISION OF THE LANDS OF
PORTER AND OLSON, 3534 O.R. 947
LOCATED IN SECTIONS 7 & 8, T.7N., R.8W., M.D.M.
COUNTY OF SONOMA STATE OF CALIFORNIA
JUNE, 1989 OWNER SCALE 1" = 200'

OWNER
RICHARD A. and VERA M. PORTER
VERA M. OLSON. J534 O.R. 947

PASSARINO ASSOCIATES, INC.
Land Surveying
Santa Rosa, California

AP NO. 34-042-01

Sheet 2 of 2
Survey No. 7778-89

Alton North Conservation Bank
Wetland Parcel
Parcel One

Lying within the County of Sonoma, State of California and being the Lands of the Vera M. Olson Living Trust as described by deed recorded under Document Number 2006-061594, Official Records of Sonoma County and being a portion of Lot 1 as shown on Parcel Map No. 89-235 filed for record in Book 441 of Maps, Page 14 and 15, Sonoma County Records, said portion is more particularly described as follows:

All of said lands excepting therefrom the following described portion:

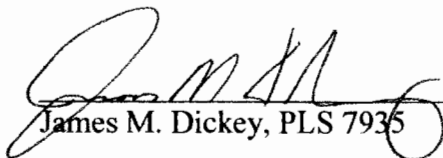
BEGINNING at a ½" iron pipe, tagged LS 8090 marking an angle point in the east line of said lands and the westerly terminus of a line shown as South 89°31'22" East 553.67 feet on the record of survey filed for record in Book 704 of Maps, Page 1, Sonoma County Records, from which a ½" iron pipe, tagged LS 8090 marking an angle point in the east line of said lands bears, South 89°31'22" East 553.67 feet; thence South 00°18'26" East 40.01 feet to an angle point in the south line of said lands, marked by a ½" iron pipe not tagged; thence along the south line of said lands, South 89°41'34" West 37.00 feet; thence leaving said south line, North 00°18'26" West 92.58 feet; thence North 39°28'18" West 190.63 feet; thence North 71°01'01" West 33.83 feet; thence South 88°49'25" West 134.67 feet; thence South 01°10'35" East 28.02 feet; thence South 88°47'24" West 143.40 feet; thence North 46°01'45" West 7.05 feet; thence North 00°50'53" West 165.17 feet; thence North 44°04'22" East 14.12 feet; thence North 89°09'07" East 27.29 feet; thence North 05°40'23" West 70.71 feet; thence North 39°08'09" East 117.30 feet; thence North 89°44'57" East 18.83 feet; thence South 70°04'50" East 45.88 feet; thence South 00°00'00" East 12.68 feet; thence North 90°00'00" East 42.40 feet; thence South 12°47'58" East 75.04 feet; thence South 00°00'00" East 19.43 feet; thence North 90°00'00" East 77.90 feet; thence South 09°48'42" East 140.93 feet; thence South 26°14'09" West 23.17 feet; thence South 39°28'18" East 229.90 feet to the east line of said lands; thence along the east line of said lands, South 00°18'26" East 56.52 feet to the POINT OF BEGINNING.

Containing 22.67 Acres more or less

Being a portion of APN 034-042-080

For graphical depiction see attached Exhibit "B"

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, PLS 7935



JUNE 15, 2007
Date

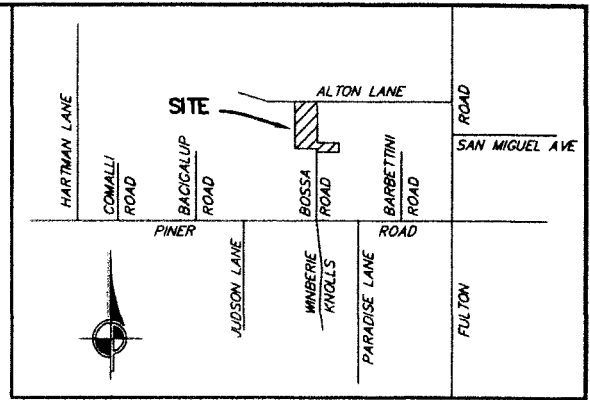
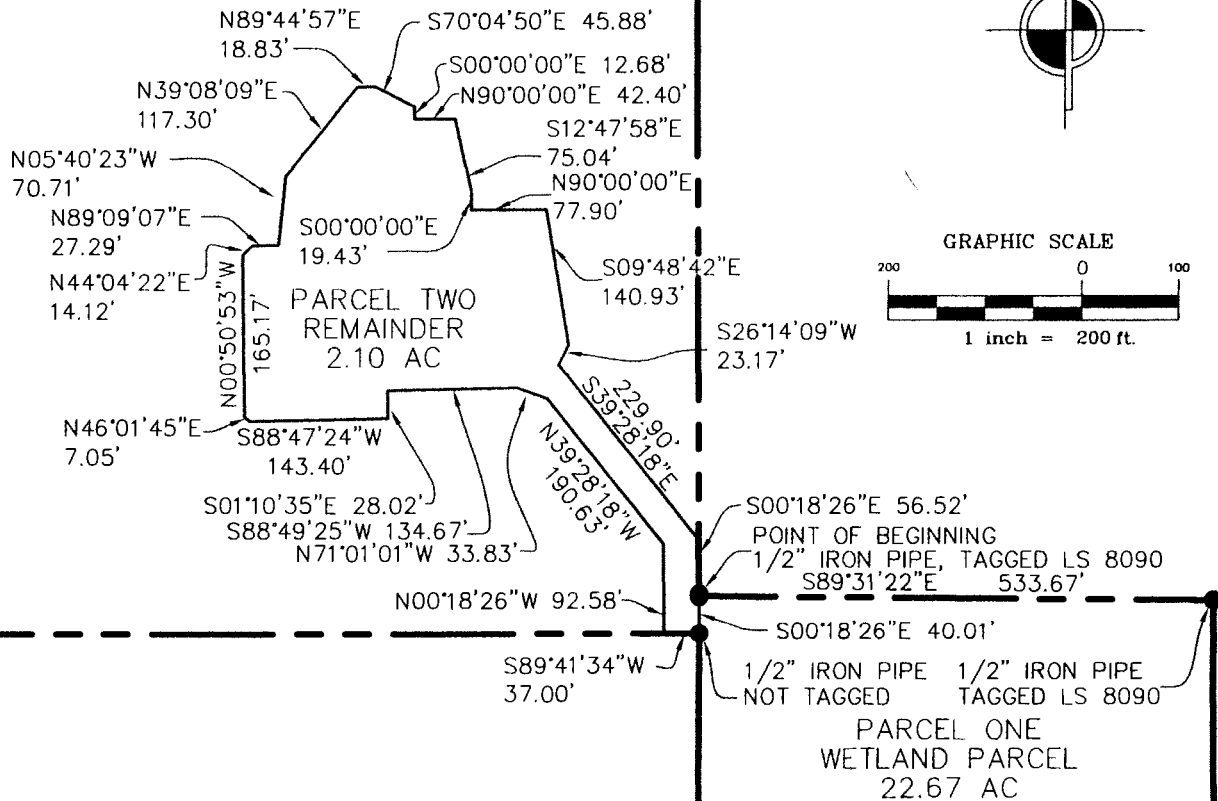
EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

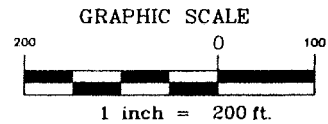
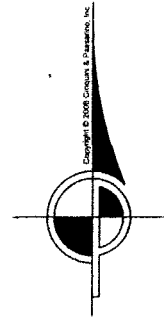
ALTON LANE

LANDS OF
PORTER
DN 2006-061594
034-042-080

PARCEL ONE
WETLAND PARCEL
22.67 AC



SITE MAP
NO SCALE



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME:	ALTON NORTH CONSERVATION BANK	DRAWN BY: JMD	CHECKED BY:
DESCRIPTION:	PARCEL ONE - WETLAND PARCEL	SCALE: 1"=200'	DATE: 6/15/07
		JOB #: 5684-06	SHEET: 1 OF 1

Alton North Conservation Bank
Remainder Parcel
Parcel Two

Lying within the County of Sonoma, State of California and being the Lands of the Vera M. Olson Living Trust as described by deed recorded under Document Number 2006-061594, Official Records of Sonoma County and being a portion of Lot 1 as shown on Parcel Map No. 89-235 filed for record in Book 441 of Maps, Page 14 and 15, Sonoma County Records, said portion is more particularly described as follows:

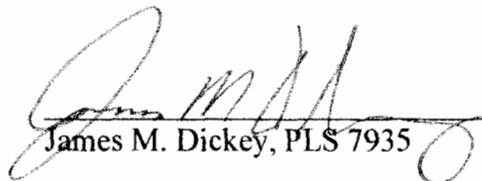
BEGINNING at a ½" iron pipe, tagged LS 8090 marking an angle point in the east line of said lands and the westerly terminus of a line shown as South 89°31'22" East 553.67 feet on the record of survey filed for record in Book 704 of Maps, Page 1, Sonoma County Records, from which a ½" iron pipe, tagged LS 8090 marking an angle point in the east line of said lands bears, South 89°31'22" East 553.67 feet; thence South 00°18'26" East 40.01 feet to an angle point in the south line of said lands, marked by a ½" iron pipe not tagged; thence along the south line of said lands, South 89°41'34" West 37.00 feet; thence leaving said south line, North 00°18'26" West 92.58 feet; thence North 39°28'18" West 190.63 feet; thence North 71°01'01" West 33.83 feet; thence South 88°49'25" West 134.67 feet; thence South 01°10'35" East 28.02 feet; thence South 88°47'24" West 143.40 feet; thence North 46°01'45" West 7.05 feet; thence North 00°50'53" West 165.17 feet; thence North 44°04'22" East 14.12 feet; thence North 89°09'07" East 27.29 feet; thence North 05°40'23" West 70.71 feet; thence North 39°08'09" East 117.30 feet; thence North 89°44'57" East 18.83 feet; thence South 70°04'50" East 45.88 feet; thence South 00°00'00" East 12.68 feet; thence North 90°00'00" East 42.40 feet; thence South 12°47'58" East 75.04 feet; thence South 00°00'00" East 19.43 feet; thence North 90°00'00" East 77.90 feet; thence South 09°48'42" East 140.93 feet; thence South 26°14'09" West 23.17 feet; thence South 39°28'18" East 229.90 feet to the east line of said lands; thence along the east line of said lands, South 00°18'26" East 56.52 feet to the POINT OF BEGINNING.

Containing 2.10 Acres more or less

Being a portion of APN 034-042-080

For graphical depiction see attached Exhibit "B"

Prepared by Cinquini & Passarino, Inc.

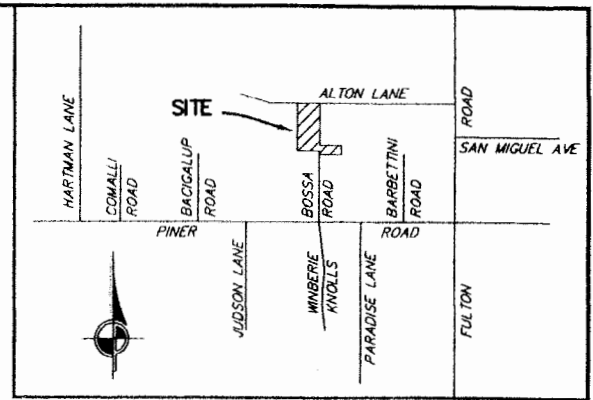

James M. Dickey, PLS 7935



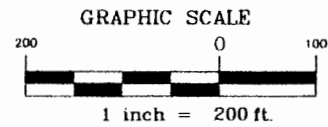
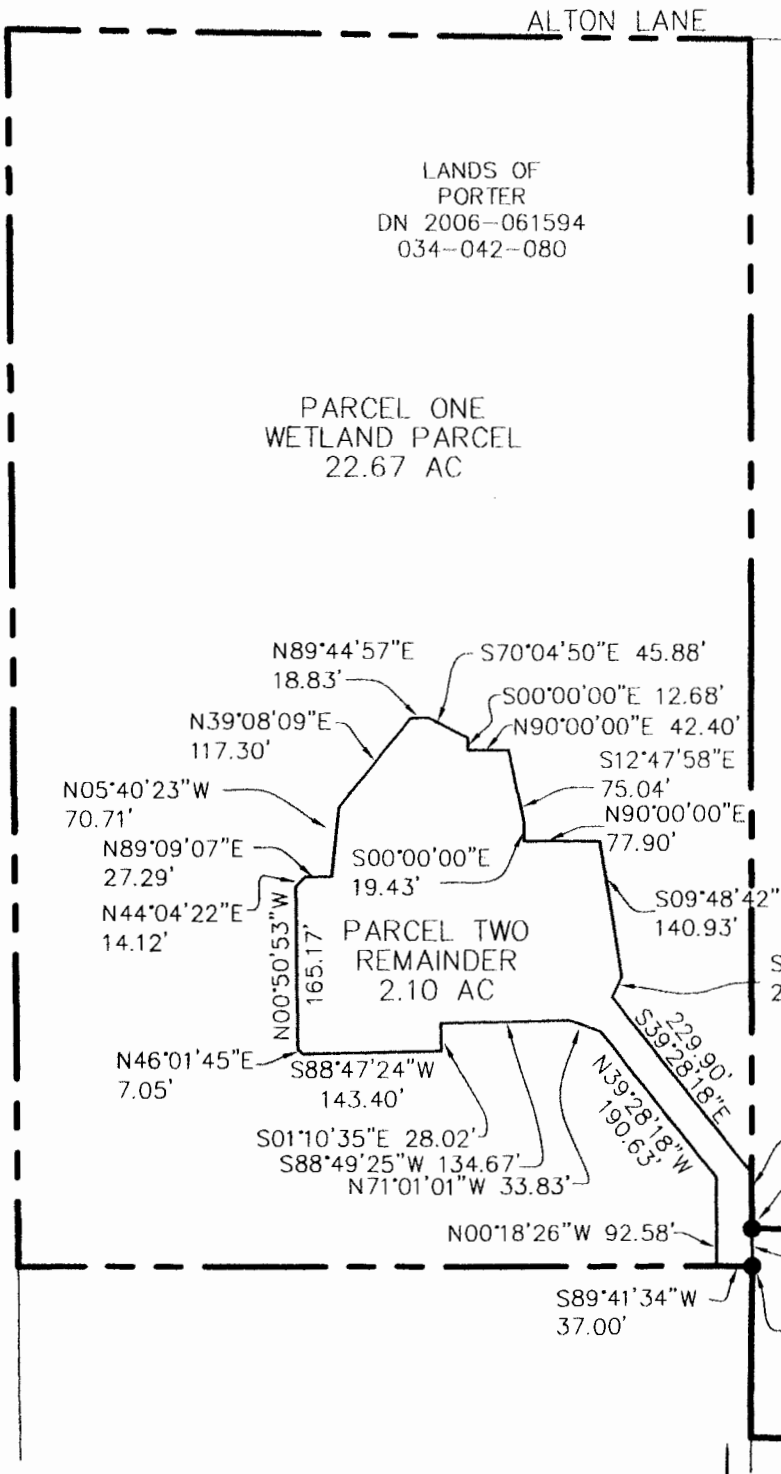
JUNE 15, 2007
Date

EXHIBIT 'B'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



SITE MAP
NO SCALE



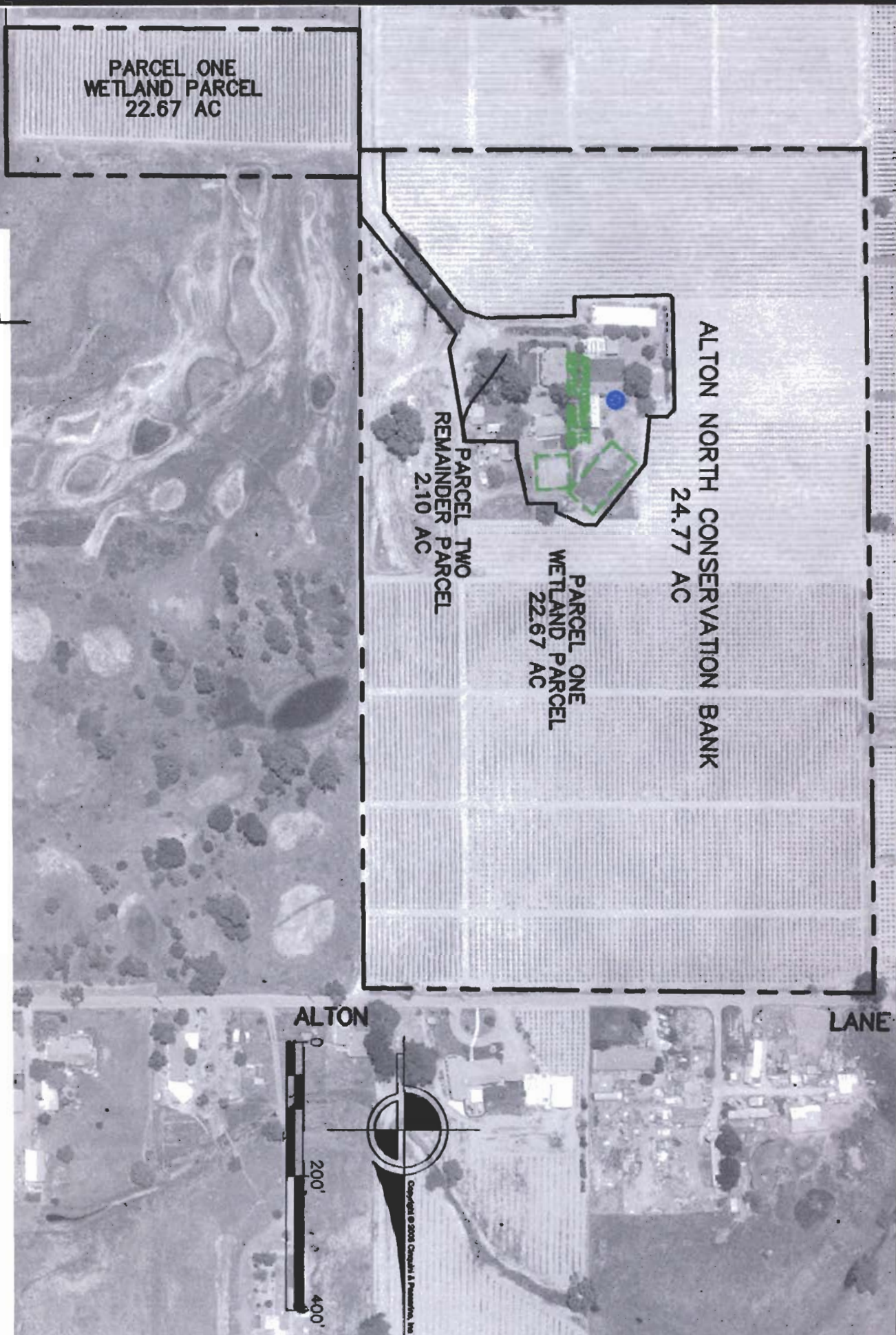
CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6288
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME:	ALTON NORTH CONSERVATION BANK	DRAWN BY: JMD	CHECKED BY:
DESCRIPTION:	PARCEL TWO - REMAINDER PARCEL	SCALE: 1"=200'	DATE: 4/16/07
		JOB #: 5684-06	SHEET: 1 OF 1



ALTON NORTH CONSERVATION BANK
24.77 AC

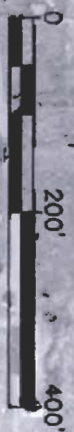
PARCEL ONE
WETLAND PARCEL
22.67 AC

PARCEL TWO
REMAINDER PARCEL
2.10 AC

PARCEL ONE
WETLAND PARCEL
22.67 AC

LANE

ALTON



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CINQUINI & PASSARINO, INC.
LAND SURVEYING

JOB NAME:	ALTON NORTH CONSERVATION BANK	DRAWN BY:	JMD	CHECKED BY:
DESCRIPTION:	SITE MAP	SCALE:	1"=200'	DATE:
		JOB #:	5684-06	7/30/07
				SHEET 1 OF 1

ALTON NORTH CONSERVATION BANK 24.77 AC

PARCEL ONE
WETLAND PARCEL
22.67 AC

PARCEL TWO
REMAINDER PARCEL
2.10 AC

APPROXIMATE
SEPTIC AREAS

PARCEL ONE
WETLAND PARCEL
22.67 AC

3 CONSERVATION EASEMENT
DN 1994-009048

5 15' RIGHT OF WAY
IN FAVOR OF PORTER
PER 1458 O.R. 480

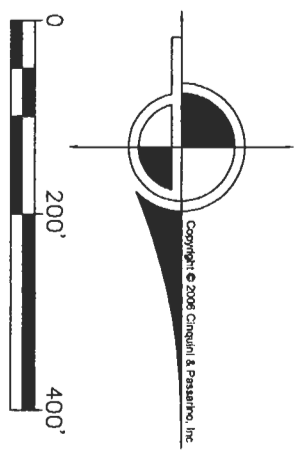
2 POLE EASEMENT
PER 2743 O.R. 329

4 INGRESS & EGRESS EASEMENT
DN 2000-047263

1 APPROXIMATE LOCATION OF
POLE LINE EASEMENT
NOT LOCATABLE FROM RECORD
51 DEEDS 195

LANE

ALTON

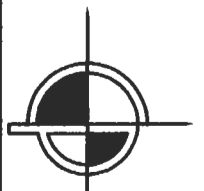


EASEMENT INFORMATION

OWNER	USE	DOCUMENT	RECORDING DATE	LINE COLOR
1 CALIFORNIA TELEPHONE LIGHT CO.	POLE LINE EASEMENT	51 DEEDS 195	AUGUST 1, 1923	Red
2 PACIFIC GAS & ELECTRIC CO.	POLE LINE EASEMENT	2743 OR 329 2743 OR 333	MARCH 15, 1973	Red
3 STATE OF CALIF.	CONSERVATION EASEMENT	DN 1994-009048	JANUARY 21, 1994	Green
4 THOMAS F. FEENEY	INGRESS & EGRESS	DN 2000-0047263	MAY 15, 2000	Pink
6 KEN PORTER	RIGHT OF WAY	1458 O.R. 480	MAY 15, 2000	Pink

CINGUNI & PASSARINO, INC.

LAND SURVEYING



JOB NAME:	ALTON NORTH CONSERVATION BANK	DRAWN BY:	JMD	CHECKED BY:	
DESCRIPTION:	EASEMENT MAP	SCALE:	1"=200'	DATE:	7/30/07
		JOB #:	5684-06	SHEET	1 OF 1