

TITLE

Exception 4

Lopes

Grant Deed

Capital Company }
 to }
 Manuel L. Sardinha ux }
 For value received CAPITAL COMPANY, a corporation organized and doing business under the laws of the State of California, GRANTS to MANUEL L. SARDINHA, also known as MANUEL LOPES, and MARY SARDINHA, his wife, joint tenants, all that real property situate in the County of Sacramento, State of California, described as follows:

Beginning at the point of intersection of the North line of the Southwest Quarter of Section 26, Township 5 North, Range 5 East, M. D. B. & M., and the center line of Grizzly Slough; thence West along the East and West midsection line of Sections 26 and 27, said Township and Range, to the West line of said Section 27; thence South along the West line of said Section 27 to the East bank of the Mokelumne River; thence Southerly along the Easterly bank of said Mokelumne River to the North end of a cut-off in said river near the point where the South line of said Section 27 crosses said river, said cut-off having been constructed by the State of California in the year 1905; thence Southerly along the Easterly bank of said cut-off to its Southerly end and the Easterly bank of the Mokelumne River; thence Southerly along the Easterly bank of the Mokelumne River to the East and West mid-section line of Section 34, said Township and Range; thence East along said line 19 chains, more or less, to the West line of the Galt-New Hope Road; thence North 1 chain to the North line of said road; thence East along the North line of said road to the center line of Grizzly Slough; thence Northeasterly along the center line of said Grizzly Slough to the point of beginning.

SUBJECT TO all taxes, assessments and obligations of Reclamation District No. 1609 all of which the Grantee assumes and agrees to pay.

SUBJECT ALSO TO rights of way, restrictions, reservations and easements existing or of record.

SUBJECT ALSO TO that certain Oil, Gas and Mineral Lease dated June 27, 1942 and recorded January 19, 1943 by and between Capital Company and Honolulu Oil Corporation, as amended by an Agreement dated May 7, 1943.

EAB
NP

SAVING, EXCEPTING AND RESERVING unto the grantor, its successors and assigns, from all of the above described lands, all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary for the production and transportation thereof and the exploration and testing of the said real property, and also the right to drill for, produce and use water (but not from grantee's wells or ditches) from the said real property in connection with its drilling or mining operations thereon. Provided, however, grantor shall pay all taxes and assessments levied on its improvements and on all petroleum and mineral rights. Provided further, it shall compensate the grantee for any damage, done to soil, crops, trees, (including injuries suffered through prevention of cultivation, irrigation and maintenance thereof by usual methods), fences, pipelines, ditches, canals, water wells, pollution of water, pumping plants, irrigation systems and other improvements on said land, caused by its operations thereon, and shall also pay to grantee the value of all land taken for the said purposes. Grantor shall fill all sump holes and excavations made on said land when the use of the same is no longer necessary and shall level the land to its former state. All pipelines shall be placed below plow depth, and if grantor should construct an open canal, it shall place a bridge over the same so as to give grantee access to and from the parcels adjoining said canal. The covenants and provisions hereof shall inure to the benefit of and bind the successors, assigns and lessees of the grantor and the personal representatives, heirs, successors, lessees and assigns of the grantee.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 7th day of January, 1944.

U.S. Int. Rev.
 Stamps \$52.25
 Cancelled

CAPITAL COMPANY
 By C P Anderson Vice President.
 By Geo A Ghiselli Secretary
 (Grantor)

We hereby accept the above conveyance.
 Manuel L Sardinha
 Manuel L Sardinha, also known as Manuel Lopes Manuel Lopes

Mary Sardinha
 Mary Sardinha (Grantee)

STATE OF CALIFORNIA On this 7th day of JANUARY in the year One Thousand nine Hundred
 CITY AND COUNTY ss.
 OF SAN FRANCISCO and Forty Four before me, E. A. BERING, a Notary Public in and
 for the City and County of San Francisco, State of California

residing therein, duly commissioned and sworn, personally appeared C. P. Anderson and Geo. A. Ghiselli, known to me to be the Vice President and secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who 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 at my office in the City and

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Exception 5

premises of first party situate in the City of Sacramento County of Sacramento, State of California. Said premises are described as follows:

That certain parcel of land in and to which a life estate was created in C. B. Sulter by decree of final distribution in the matter of the estate of E. W. Callnon, deceased, dated May 30, 1936, and recorded in Book 587 of Official Records at page 343, records of said Sacramento County. Said route is described as follows:

Beginning at a point in the Northeasterly boundary line of said premises distant thereon 1.0 foot northwesterly from the most easterly corner of said premises, and running thence southwesterly, parallel with the southeasterly boundary line of said premises, to the southwesterly boundary line of said premises.

First party also grants to second parties and each of them the right to trim any trees along said poles and wires whenever considered necessary for the complete enjoyment of the rights hereby granted. IN WITNESS WHEREOF first party has executed these presents this 7th day of June, 1944.

Executed in the presence of: C. B. Sulter
 G. A. Sandberg Anna Elliott
 Consideration not more than \$100.00 Anna Elliott
 As Trustee aforesaid

STATE OF CALIFORNIA On this 23rd day of June in the year one thousand nine hundred and forty four, before me, LEO H. SCOTT, a Notary Public
 County of Sacramento ss. in and for the County of Sacramento, State of California,

residing therein, duly commissioned and sworn, personally appeared C. B. SUTTER known to me to be the person whose name is 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, in the County of Sacramento the day and year in this certificate first above written.

(Seal) Leo H. Scott
 My commission expires May 16, 1945 Notary Public in and for the County of Sacramento, State of California

State of California On this 13th day of July 1944, before me, FRANK PANTER, City and County of San Francisco ss. a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared G. A. Sandberg, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of Alameda, State of California, that he was present and saw Anna Elliott, individually and as trustee (personally known to him to be the same person described in and whose name is subscribed to the within instrument as party thereto) sign and execute the same, and that he, the affiant, thereupon subscribed his name as witness thereto. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) Frank Panter
 My Commission expires November 2, 1946 Notary Public in and for the City and County of San Francisco, State of California

Recorded at request of Railway Express Agency, Inc. Aug. 1, 1944 at 5h. 16' P.M.
 No. 19146 Written C. Compared ES/R.H.

Manuel L. Sardinha ux } MANUEL L. SARDINHA AND MARY SARDINHA, husband and wife,
 To } hereinafter called first party, in consideration of value
 Pac. Gas & Elec. Co. } paid therefor by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, does hereby grant unto second party, its successors and assigns, the right and privilege of erecting, maintaining and using, for the transmission and distribution of electricity, and for all purposes connected therewith, a single line of poles and such wires as second party shall from time to time suspend therefrom, and all necessary and proper guys, crossarms and braces and other fix-

TITLE
Exception 6

THIS INDENTURE made by and between MANUEL L. SARDINHA and MARY SARDINHA, husband and wife, hereinafter called first parties, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

1. In consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first parties do hereby grant to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use, for conveying gas only, such pipe line or lines as it shall from time to time elect, with necessary valves and other appliances, within the hereinafter described strips of those certain premises which are situate in the County of Sacramento, State of California, and described as follows, viz.:

That certain parcel of land, situate in township 5 north, range 5 east, M. D. B. & M., conveyed by Capital Company to Manuel L. Sardinha et ux, by deed dated January 7, 1944 and recorded in Book 1046 of Official Records at page 187, records of said Sacramento County.

Said strips of said premises are described as follows, viz.:

1. A strip of land of the uniform width of 10 feet extending entirely across said premises and lying equally on each side of that certain line which begins at a point in the westerly boundary line of said premises and runs thence north $65^{\circ} 11\frac{1}{2}'$ east 70 feet, more or less, to a point from which the intersection (marked by a monument) of the southerly boundary line of that certain 106.5 acre parcel of land described in the decree of distribution dated August 24, 1937 and recorded in Book of Official Records, Volume 582 at page 441, records of the County of San Joaquin, State of California, with the easterly boundary line of the county road extending along the westerly boundary of said 106.5 acre parcel of land, bears south $64^{\circ} 19'$ west 2951.6 feet distant; thence north $15^{\circ} 56'$ west 95 feet, more or less, to the northerly boundary line of said premises.

2. A strip of land of the uniform width of 10 feet, extending southerly from the easterly boundary line of the strip of land hereinbefore described and designated 1 to the southerly boundary line of said premises, and lying equally on each side of that certain line which begins at the most easterly point in the centerline of said strip of land designated 1 and runs thence south $70^{\circ} 26'$ east 5201.5 feet; thence south $19^{\circ} 34'$ west 259.8 feet; thence south $27^{\circ} 51'$ west 3340 feet, more or less, to the southerly boundary line of said premises.

3. A strip of land of the uniform width of 10 feet, extending southeasterly from the easterly boundary line of the strip of land hereinbefore described and designated 2 to the southeasterly boundary line of said premises, and lying equally on each side of that certain line which begins at the most easterly point in the centerline of said strip of land designated 2 and runs thence south $70^{\circ} 26'$ east 284.5 feet; thence south $64^{\circ} 22'$ east 240 feet, more or less, to the southeasterly boundary line of said premises.

4. A strip of land of the uniform width of 10 feet extending easterly from the easterly boundary line of said strip of land designated 2 and lying equally on each side of that certain line which begins at a point in the centerline of said strip of land designated 2 distant thereon 259.8 feet southerly from the most easterly point therein and runs thence south $63^{\circ} 12'$ east 130 feet.

5. A strip of land of the uniform width of 10.0 feet extending northeasterly from the northeasterly boundary line of said strip of land designated 2 and lying equally on each side of that certain line which begins at a point in the centerline of said strip of land designated 2 distant thereon 347.50 feet northwesterly from the most easterly point thereof and runs thence north $19^{\circ} 34'$ east 1870 feet, more or less.

2. First parties also grant to second party (a) the privilege of using such portion of said premises along and adjacent to said strips as may be reasonably necessary in connection with the installation and maintenance of such pipe line or lines, (b) the joint right of ingress to said pipe line or lines and egress therefrom across said premises by means of then existing roads and lanes thereon, if such there be, and if there be no such roads and lanes then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, and (c) the right to erect,

maintain and use gates in all fences which now cross or shall hereafter cross said strips of said premises, but in no event shall second party have any right to erect any fence or fences on or along said strips of said premises.

3. Second party shall bury and thereafter at its own expense maintain all pipe installed hereunder so that the top thereof shall be below the following described grade line:

Beginning at a point 5.6 feet below present ground level at a stake at Engineer's Station 58 + 41.5 on the center line of the proposed pipe line at the easterly toe of the levee on the right bank of the Mokelumne River; and running thence on a grade dropping at a uniform rate of 0.05 feet per 100 feet, a distance of 1079.8 feet to a point 4.35 feet below present ground level at a stake at Engineer's Station 69 + 21.3; thence continuing on a grade dropping at uniform rate of 0.05 feet per 100 feet, a distance of 378.7 feet to a point 5.2 feet below present ground level at Engineer's Station 73 + 00; thence on a grade rising at a uniform rate of 0.05 feet per 100 feet, a distance of 650 feet to a point 4.3 feet below present ground level at Engineer's Station 79 + 50; thence for the remainder of the line across grantor's property, at an elevation of top of pipe line not higher than 3.0 feet below present ground level.

Except, however, in crossing any levee, such pipe may be installed and maintained to within eighteen (18) inches of the surface of the ground. In so crossing any levee, second party shall at such crossing install around such pipe a good and sufficient concrete cut-off wall.

4. First parties may farm and use said strips of said premises in every way as shall not be inconsistent with the enjoyment thereof by second party, and second party shall avoid any unreasonable interference with such use by first parties; provided, however, that first parties shall not erect or construct or permit to be erected or constructed any building or other structure or drill or operate any sort of well within said strips of said premises; and provided further, first parties reserve the right to excavate for, install, replace, maintain and use to convey irrigation water across said strips of said premises such pipe line or lines as they shall from time to time elect, and to cross said strips of said premises with any irrigation or drainage ditch which first parties may elect to make with the right to dig and excavate therefor and to maintain and use said ditches for conveying irrigation or drainage water.

5. In addition to the consideration paid for the execution hereof, second party by accepting this deed, agrees that it will pay first parties for any and all loss and damage which may be caused to first parties livestock, crops, fences, roads, irrigation pipe lines, irrigation ditches and drainage ditches at any time in the future by or through the exercise of any of the rights and privileges hereby conveyed.

6. In the event the gas field serving said pipe line should become unproductive and second party has no further use of said pipe lines, then second party agrees that it will forthwith quitclaim to first parties all of its rights hereunder by good and sufficient quitclaim deed and will remove said pipe lines from said premises and will leave the ground leveled and in the same condition as the same was before said pipe lines were removed.

7. If at any future time first parties should desire to install an irrigation pipe line across said strips of said premises, or should desire to excavate therein for the purpose of making drainage or irrigation ditches, which rights were reserved to first parties in Paragraph 4 hereof, they will give second party at least ninety days notice in writing of their intent to do so and then in that event second party agrees to lower its pipe lines at that point so as to go below first parties' proposed pipe line or irrigation or drainage ditches.

8. All sections of first party's ditches on said premises, which cannot be cleaned by the customary methods because of possible damage to said pipe line or lines, will be cleaned, once each year, by second party within 30 days after receiving written notice from first party so to do, or, if the parties hereto shall so agree, said work will be done by first party and second party shall reimburse first party for the reasonable expense thereof.

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

BOOK 1776 PAGE 33

IN WITNESS WHEREOF, the parties hereto have executed these presents
this 10th day of January, 1950.

Margaret L. Gardincha
Mary Gardincha
First Parties

Executed in the presence of

Paul J. Jemy
Witness

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation.

SEAL

By [Signature]
Its Vice-President and Executive Engineer

APPROVED AS TO FORM
RTH

And by [Signature]
Its Secretary

Second Party

- 5 -

APPROVED
[Signature]
V. P. IN CHARGE OF OFFICE

Jan
12-15-50



STATE OF CALIFORNIA,
City and County of San Francisco.

BOOK 1776 PAGE 34

On this 24th day of JANUARY A. D. one thousand
nine hundred and fifty, before me, ELLA COOK KELLY,
a Notary Public in and for said City and County, residing therein, duly com-
missioned and sworn, personally appeared J. S. Moulton and
Raymond Kindig known to me to be
the Vice-President and Exec. Eng. and Secretary
of the Pacific Gas and Electric Company
the Corporation described in and that executed the within instrument, and also
known to me to be the person who executed it on behalf of the Corpora-
tion therein named, and they acknowledged to me that such Corporation
executed the same.

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

Ella Cook Kelly

NOTARY PUBLIC in and for the City and County of San Francisco, State of California.

My Commission expires December 31, 1953
OFFICE: 223 MARKET STREET

SEAL

State of California
County of San Joaquin

—ACKNOWLEDGMENT—General

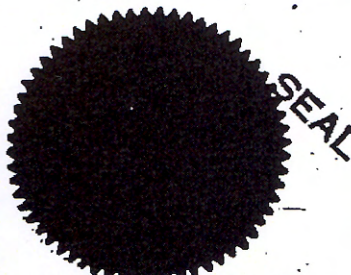
On this 10th day of JANUARY A. D. 1949 before me,
RENALDO J. JEFFERY a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally appeared
MANUEL L. SARDINHA and MARY SARDINHA

known to me to be the person whose names are subscribed to the within
instrument, and acknowledged to me that they 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.

Renaldo J. Jeffery
Notary Public in and for the County and State of California

Recorded at the request of

Railway Express Agency, Inc. Feb 15, 1950
My Commission Expires April 28, 1950.
Form 6A — San Joaquin Legal Form Printing Service, 2223 Fruitvale Ave., Oakland, Cal.



700

THIS INSTRUMENT made by and between ANTONIO JARDIM, a widower, first party, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party,

WITNESSETH that:

1. In consideration of value paid therefor by second party, the adequacy and receipt whereof are hereby acknowledged, first party does hereby grant to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use, for conveying gas only, such pipe line or lines as it shall from time to time elect, with necessary valves and other appliances, within the hereinafter described strips of those certain premises which are situate in the County of Sacramento, State of California, and described as follows, viz.:

That certain parcel of land, situate in township 5 north, range 5 east, M. D. B. & M., in and to which an interest was quitclaimed by Manuel L. Bardinha et ux to Antonio Jardim by deed dated March 5, 1948 and recorded in Book 1467 of Official Records at page 294, records of said Sacramento County.

Said strips of said premises are described as follows, viz.:

1. A strip of land of the uniform width of 10 feet extending entirely across said premises and lying equally on each side of that certain line which begins at a point in the westerly boundary line of said premises and runs thence north 65° 11½' east 70 feet, more or less, to a point from which the intersection (marked by a monument) of the southerly boundary line of that certain 106.5 acre parcel of land described in the decree of distribution dated August 24, 1937 and recorded in Book of Official Records, Volume 582 at page 441, records of the County of San Joaquin, State of California, with the easterly boundary line of the county road extending along the westerly boundary of said 106.5 acre parcel of land, bears south 64° 19' west 2951.6 feet distant; thence north 15° 56' west 95 feet, more or less, to the northerly boundary line of said premises.

2. A strip of land of the uniform width of 10 feet, extending southerly from the easterly boundary line of the strip of land hereinbefore described and designated 1 to the southerly boundary line of said premises, and lying equally on each side of that certain line which begins at the most easterly point in the centerline of said strip of

land designated 1 and runs thence south $70^{\circ} 26'$ east 5201.5 feet; thence south $19^{\circ} 34'$ west 259.8 feet; thence south $27^{\circ} 51'$ west 3340 feet, more or less, to the southerly boundary line of said premises.

3. A strip of land of the uniform width of 10 feet, extending southeasterly from the easterly boundary line of the strip of land hereinbefore described and designated 2 to the southeasterly boundary line of said premises, and lying equally on each side of that certain line which begins at the most easterly point in the centerline of said strip of land designated 2 and runs thence south $70^{\circ} 26'$ east 284.5 feet; thence south $64^{\circ} 22'$ east 240 feet, more or less, to the southeasterly boundary line of said premises.

4. A strip of land of the uniform width of 10 feet, extending easterly from the easterly boundary line of said strip of land designated 2 and lying equally on each side of that certain line which begins at a point in the centerline of said strip of land designated 2 distant thereon 259.8 feet southerly from the most easterly point therein and runs thence south $63^{\circ} 12'$ east 130 feet.

5. A strip of land of the uniform width of 10.0 feet extending northeasterly from the northeasterly boundary line of said strip of land designated 2 and lying equally on each side of that certain line which begins at a point in the centerline of said strip of land designated 2 distant thereon 347.5 feet northwesterly from the most easterly point therein and runs thence north $19^{\circ} 34'$ east 1870 feet, more or less.

2. First party also grants to second party (a) the privilege of using such portion of said premises along and adjacent to said strips as may be reasonably necessary in connection with the installation and maintenance of such pipe line or lines, (b) the joint right of ingress to said pipe line or lines and egress therefrom across said premises by means of then existing roads and lanes thereon, if such there be, and if there be no such roads and lanes then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, and (c) the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said strips of said premises, but in no event shall second party have any right to erect any fence or fences on or along said strips of said premises.

3. Second party shall bury and thereafter at its own expense maintain all pipe installed hereunder so that the top thereof shall be

below the following described grade line:

Beginning at a point 5.6 feet below present ground level at a stake at Engineer's Station 58 + 41.5 on the center line of the proposed pipe line at the easterly toe of the levee on the right bank of the Mokelumne River; and running thence on a grade dropping at a uniform rate of 0.05 feet per 100 feet, a distance of 1079.8 feet to a point 4.35 feet below present ground level at a stake at Engineer's Station 69 + 21.3; thence continuing on a grade dropping at uniform rate of 0.05 feet per 100 feet, a distance of 378.7 feet to a point 5.2 feet below present ground level at Engineer's Station 73 + 00; thence on a grade rising at a uniform rate of 0.05 feet per 100 feet, a distance of 650 feet to a point 4.3 feet below present ground level at Engineer's Station 79 + 50; thence for the remainder of the line across grantor's property, at an elevation of top of pipe line not higher than 3.0 feet below present ground level.

Except, however, in crossing any levee, such pipe may be installed and maintained to within eighteen (18) inches of the surface of the ground. In so crossing any levee, second party shall at such crossing install around such pipe a good and sufficient concrete cut-off wall.

4. First party may farm and use said strips of said premises in every way as shall not be inconsistent with the enjoyment thereof by second party, and second party shall avoid any unreasonable interference with such use by first party; provided however, that first party shall not erect or construct or permit to be erected or constructed any building or other structure or drill or operate any sort of well within said strips of said premises; and provided further, first party reserves the right to excavate for, install, replace, maintain and use to convey irrigation water across said strips of said premises such pipe line or lines as they shall from time to time elect, and to cross said strips of said premises with any irrigation or drainage ditch which first party may elect to make with the right to dig and excavate therefor and to maintain and use said ditches for conveying irrigation or drainage water.

5. In addition to the consideration paid for the execution hereof, second party by accepting this deed, agrees that it will pay first party for any and all loss and damage which may be caused to first party's livestock, crops, fences, roads, irrigation pipe lines, irrigation ditches and

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5. The provisions herein shall have no effect in the event of drainage ditches at any time in the future by or through the exercise of any of the rights and privileges hereby conveyed.

6. In the event the gas field serving said pipe line should become unproductive and second party has no further use of said pipe line, then second party agrees that it will forthwith quitclaim to first party all of its rights hereunder by good and sufficient quitclaim deed and will remove said pipe lines from said premises and will leave the ground leveled and in the same condition as the same was before said pipe lines were removed.

7. If at any future time first party should desire to install an irrigation pipe line across said strips of said premises, or should desire to excavate therein for the purpose of making drainage or irrigation ditches, which rights were reserved to first party in Paragraph 4 hereof, he will give second party at least ninety days notice in writing of his intent to do so and then in that event second party agrees to lower its pipe lines at that point so as to go below first party's proposed pipe line or irrigation or drainage ditches.

8. All sections of first party's ditches on said premises, which cannot be cleaned by the customary methods because of possible damage to said pipe line or lines, will be cleaned, once each year, by second party within 30 days after receiving written notice from first party so to do, or, if the parties hereto shall so agree, said work will be done by first party and second party shall reimburse first party for the reasonable expense thereof.

9. The rights herein set forth are hereby granted to the extent of first party's interest in and to said premises.

APPROVED
OSWALD

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

IN WITNESS WHEREOF, the parties hereto have executed these presents this 5th day of December 1949.

Antonio J. ...

Executed in the presence of:

[Signature]
Witness

PACIFIC GAS AND ELECTRIC COMPANY

By *[Signature]*
Its Vice-President and Executive Engineer

SEAL

And By *[Signature]*
Its Secretary

-5-

PREPARED *MB*
SPECIES *AW*

NOV-23

527

APPROVED AS TO FORM

[Signature] *[Signature]*

APPROVED

[Signature]
IN CHARGE OF OFFICE



STATE OF CALIFORNIA, BOOK 1776 PAGE 40
City and County of San Francisco, ss.

On this 24th day of January A. D. one thousand nine hundred and fifty, before me, ELLA COOK KELLY, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared J. S. Moulton and Raymond Kindig known to me to be the Vice-President and Exec. Eng. and Secretary of the Pacific Gas and Electric Company the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and the Y acknowledged to me that such Corporation executed the same.

SEAL

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

My Commission expires December 15, 1952
OFFICE: 315 MARKET STREET

ELLA COOK KELLY
NOTARY PUBLIC in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA,

County of San Joaquin } ss.
On this 5th day of December in the year one thousand nine hundred and forty-nine,
before me, RENEALDO J. JEFFRY a Notary Public in and for the
County of San Joaquin, State of California, residing therein,
duly commissioned and sworn, personally appeared ANTONIO JARDIM

known to me to be the person whose name is 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, in the County of San Joaquin, the day and year in this certificate first above written.

Renaldo J. Jeffry
Notary Public in and for the County of San Joaquin, State of California.

SEAL

Recorded at the request of
Railway Express Agency, Inc. Feb. 14, 1950 1:35 P.M. # 7570 #3.50

TITLE
Exception 7

2301
568

GRANT OF RIGHT OF WAY
MANUEL L. GARDINHA, also known as MANUEL LOPES, and MARY
GARDINHA, his wife,

hereinafter called first party, does hereby grant unto SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereinafter called second party, its successors and assigns, the right, from time to time, to erect, maintain, replace, remove, and use such poles with all necessary and proper crossarms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom such wires as second party may deem necessary for the transmission and distribution of electric energy, together with a right of way therealong, within each of the strips of land and/or along each of the routes, whichever be herein after described, over and across those certain premises, situate in the County of Sacramento, State of California, which are described as follows, viz:

All those portions of Sections 26, 27, 34 and 35, Township 5 North, Range 5 East, Mount Diablo Meridian, particularly described in that certain deed from Capital Company, a corporation, to Manuel L. Sardinha, et ux, dated January 7, 1944, recorded in the office of the Recorder of Sacramento County on January 18, 1944, in Book 1046 of Official Records, at page 187.

The route of said pole line across said premises shall be as follows:

Beginning at a point in the Easterly boundary line of said premises, said point being in the centerline of Grizzly Slough, from which point a 1 1/2 inch iron pipe monument, capped and stamped R.E.53, marking the intersection of the Rancho San Jon De Los Mokelumnes Grant Line with a fence line marking the Southerly line of the Galt-New Hope Road, as shown and designated on that certain map entitled "Map of a Portion of the Harvey Tract", recorded in the office of the Recorder of Sacramento County on February 3, 1942, in Book 3 of Surveys, at page 168, bears South 57° 13' 13" East 7615.73 feet distant; thence, from said point of beginning, North 51° 53' 45" West 263.26 feet; thence, North 68° 25' 15" West 1152 feet; thence, North 84° 06' 15" West 1360 feet; thence, North 89° 10' 15" West 1734 feet to a point in said premises.

Said right includes the trimming by second party of any trees along said poles and wires whenever considered necessary for the complete enjoyment thereof.

Witness WHEREOF first party has executed these presents this 19th day of October, 1952.

MANUEL L. GARDINHA
Also known as MANUEL LOPES
Executed in the presence of MARY GARDINHA

Witness

"Neither the consideration for, nor the value of, the interest or property conveyed hereby exceeds \$100."

OCT 24 1952
50975

STATE OF CALIFORNIA.

BOOK 2301 PAGE 569

County of Sacramento

On this 7th day of October 1952, at the year one thousand nine hundred and fifty two

before me, Walter J. Kelly, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared Manuel L. Lopes and Mary Sardinha, his wife

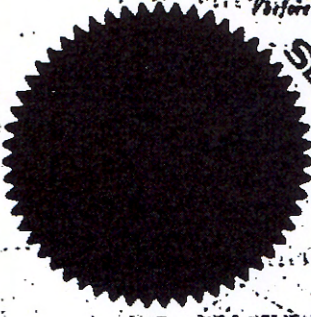
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Walter J. Kelly
Notary Public in and for the State of California

Secretary's Form No. 34—(Acknowledgment General) (C. C. Sec. 1187)

NOTARY PUBLIC COMMISSION EXPIRES OCT 23 1953



OCT 24 1952
50975

OCT 24 1952

50975

NO FEE

INDEXED

LD 1	No. _____
GRANT OF RIGHT OF WAY	
MANUEL L. SARDINHA, aka MANUEL LOPES, and MARY SARDINHA, his wife.	
Grantor	
SACRAMENTO MUNICIPAL UTILITY DISTRICT	
Grantee	
Placed for Record at the Request of:	
SACRAMENTO MUNICIPAL UTILITY DISTRICT	
2101 K Street	
Sacramento 11, California	
1952 OCT 24 3 32 PM 1952 OFFICIAL RECORDS OF SACRAMENTO COUNTY RECORDED AT SACRAMENTO, CALIF.	
(No fee for reproduction - Government Code, sec. 6103)	

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

This is to certify that I, E. A. Combatalade, duly appointed, qualified and acting Assistant Secretary of Sacramento Municipal Utility District, do consent to and accept the within deed or grant on behalf of said District as its officer or agent for that purpose, by virtue of the authority vested in me by Resolution No. 1191 of the Board of Directors of said District, as amended by Resolution No. 1561, and as further amended by Resolution No. 2115 of said Board, certified copies of which are recorded in the office of the County Recorder of Sacramento County in Book 1447 of Official Records, Page No. 346, and in Book 2081 of Official Records, Page No. 16, respectively.

DATED: 10-15-52

E. A. Combatalade

OCT 24 1952

50975

TITLE
Exception 8

Sacramento 133875
A.S. 1941 B-3594 Sta. 2
GAS TRANSMISSION
12-25

Gr. 1, owned & Capital Land # 2
London 7/1/4

379-52 B

BOOK 3102 PAGE 273

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.
RECORDED AT 10:55 AM JUN 15 1955

Pacific Gas & Electric
1955 JUN 15 PM 3 37

44808

J. S. Hoover
COUNTY RECORDER
FEE \$ 1.00

CAPITAL COMPANY, a California corporation,

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and also a right of way, within the herein-
after described strip of those certain lands which are situate in the _____

County of Sacramento, State of California, and described as follows, to-wit:

That certain parcel of land, situate in Township 5 North, Range 5 East, M. D. B. & M., conveyed by Capital Company to Manuel L. Sardinha and wife by deed dated January 7, 1944 and recorded in the office of the County Recorder of said County of Sacramento in Book 1046 of Official Records at page 187.

The aforesaid strip extends entirely across said lands and is particularly described as follows, to-wit:

A strip of land of the uniform width of 20 feet extending southwesterly from the southwesterly boundary line of the strip of land described and designated 2 in the deed from Manuel L. Sardinha and wife to Pacific Gas and Electric Company, dated January 10, 1950 and recorded in the office of said County Recorder in Book 1776 of Official Records at page 29, and lying equally on each side of the line which begins at a point in the southwesterly boundary line of said strip of land designated 2 which point, is determined by running the following courses and distances, namely: S. 70° 26' E. 1007.4 feet; and thence S. 19° 34' W. 5.0 feet from the most easterly point in the centerline of the strip of land described and designated 1 in said deed dated January 10, 1950 and runs thence from the point of beginning as so determined S. 19° 34' W. 535.9 feet.

The rights herein set forth are granted to the extent of first party's interest in and to said lands.

44808 JUN 15 1955

First party, for the consideration aforesaid, further grants to second party (a) the privilege of using such portion of said lands alongside and within 40 feet of either side of said strip as may be reasonably necessary in connection with the installation and maintenance of said pipe lines or any thereof, provided that second party shall exercise such privilege of using such alongside portion so as to cause the least practicable damage and inconvenience to first party, and shall reimburse first party for any damage second party shall do on said alongside portion in the exercise of such privilege, and (b) 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, provided, further, that if any portion of said lands is or shall be subdivided, and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways, and provided, further, that second party shall repair any damage it shall do to first party's private roads or lanes on said lands and shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress.

First party shall have the right to use said strip for agricultural and other purposes so far as such use will not be 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, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

Second party shall not fence said strip, but second party shall have the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Second party shall promptly backfill any trench made by it on said strip so as to leave the surface of the ground thereover as nearly normal as practicable.

Second party shall have the right from time to time (a) to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip, 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, brush and refuse wood shall be burned or removed by second party, and (b) to mark the location of said strip by suitable markers set in the ground, provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

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

IN WITNESS WHEREOF first party has executed these presents this 19th day of March, 1956.

Executed in the presence of

Witness

CAPITAL COMPANY

By Paul E. Terry VICE-PRESIDENT

And By J. W. [Signature] 2557 Secretary

44808

Notary Public in and for the State of California, County of Los Angeles. On this 19th day of March, in the year 1956, before me, FLINOR L. VEELEN a Notary Public in and for the said County, duly commissioned and sworn, personally appeared Paul E. Terry and J. W. [Signature] known to me to be the Vice President and Assistant Secretary of the corporation that executed the within and foregoing instrument and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors. In Witness Whereof, I have hereunto set my hand and affixed my official seal, in the County of Los Angeles, the day and year in this certificate first above written. FLINOR L. VEELEN Notary Public in and for the County of Los Angeles, State of California. My Commission Expires March 17, 1958.

FOR RECORDER'S USE ONLY

PREPARED 2/15/56 CHECKED 5/28/56 1/53 AND MAR 15 56

TITLE
Exception 9

484

No fee for recordation,
Government Code Sec. 6103.

RECORDED AT THE REQUEST OF
AND RETURN TO:

Sacramento Municipal
Utility District
Attention Land Department
P. O. Box 2391
Sacramento 11, California

SACRAMENTO COUNTY CALIF.
RECORDED AT REQUEST OF

Sacramento Municipal Utility District
1961 MAR 31 AM 10 19

BOOK 4221 PAGE 484

31466

Remond J. Hooper
COUNTY RECORDER

GRANT OF RIGHT OF WAY

R/W 37/1079 Rev. 1
WO 3589-60

MANUEL L. SARDINHA, also known as MANUEL LOES, and MARY SARDINHA, his wife, hereinafter called first party, does hereby grant unto SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereinafter called second party, its successors and assigns, the right, from time to time to erect, maintain, replace, remove and use such poles with all necessary and proper crossarms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom such wires as second party may deem necessary for the transmission and distribution of electric energy, together with a right of way therealong, within each of the strips of land and/or along each of the routes, whichever be hereinafter described, over and across those certain premises situate in the County of Sacramento, State of California, described as follows:

All that portion of Section 34, T5N, R5E, MDB&M, particularly described in that certain Deed from Maria Gonsalves Jardim, to Manuel L. Sardinha, recorded in the office of the Recorder of Sacramento County on September 20, 1957, in Book 3372 of Official Records, Page 205.

The routes of said pole line across said premises shall be as follows:

1. Within a strip of land of the uniform width of ten (10) feet, the center line of which is described as follows: Beginning at a point in said premises from which the southwest corner of the Northwest one-quarter of Section 27, T5N, R5E, MDB&M, as said corner is shown and so designated on the official plat of survey of HOUSTON RANCH recorded in the office of the Recorder of Sacramento County on August 28, 1930, in Book 3 of Surveys, Map No. 60, bears South 79°05' East 931.9 feet; thence, North 0°20' West 3706.28 feet; thence, South 89°47' West 1553.77 feet; thence, North 0°20' West 1374.51 feet; thence, South 89°47' West 1127.23 feet distant; thence, from said point of beginning North 19°44' West 654.2 feet to a point hereinafter referred to as Point "A"; thence, North 37°31' West 218.6 feet to a point hereinafter referred to as Point "B"; thence, North 58°41' West 418.86 feet to a point hereinafter referred to as Point "C"; thence, North 02°23' West 441.7 feet.

2. Within a strip of land of the uniform width of two (2) feet, the center line of which is described as follows: Beginning at point "A" in the route above described and designated (1); thence, from said point of beginning, North 61°22' East 12 feet.

3. Within a strip of land of the uniform width of two (2) feet, the center line of which is described as follows: Beginning at Point "B" in the route above described and designated (1); thence, from said point of beginning, North 41°54' East 12 feet.

SMUD Ld-1 1/61 Page 1

"Neither the consideration for nor the value of the interest of property conveyed hereby exceeds \$100."

LAND DEPT. FILES

31466
MAR 31 1961

4. Within a strip of land of the uniform width of two (2) feet, the center line of which is described as follows: Beginning at Point "C" in the route above described and designated (1); thence, from said point of beginning, South 59°28' West 20 feet.

Said right includes the trimming by second party of any trees along said poles and wires whenever considered necessary for the complete enjoyment thereof.

DATED March 22nd, , 1961

Manuel L Sardinha
also known as
Manuel Lopes
Mary Sardinha

AB

STATE OF CALIFORNIA,)
County of San Joaquin) ss.
On this 22nd day of March in the year one thousand nine hundred and sixty-one
before me, the undersigned, a Notary Public in and for the
County of San Joaquin State of California, duly commissioned
and sworn, personally appeared MANUEL L. SARDINHA, also known
as MANUEL LOPES, and MARY SARDINHA,



known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that t he y executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Joaquin, the day and year in this certificate first above written.

Angeline Stollmann
(Angeline Stollmann)
Notary Public in and for the County of San Joaquin, State of California.
My Commission Expires June 26, 1962.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 17655

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss. Certificate of Acceptance

This is to certify that I, E. A. Combatalade, duly appointed, qualified, and acting Assistant Secretary of Sacramento Municipal Utility District, do hereby accept and consent to the recordation of the within deed or grant on behalf of said District, as its officer or agent for that purpose, by virtue of the authority vested in me by Resolution No. 3281 of the Board of Directors of said District, a certified copy of which is recorded in the office of the Recorder of Sacramento County in Book 3528 of Official Records, Page 283; in the office of the Recorder of Placer County in Book 763 of Official Records, Page 459; and in the office of the Recorder of El Dorado County in Book 435 of Official Records, Page 130.

3166

DATED: 3-27-61 E. A. Combatalade
SMUD Ld-9 6-58

NO FEE

TITLE
Exception 10

444

01-0007 11-01 10M

*Return to Mull
575 Crickburg Blvd
Acto*

BOOK 4416 PAGE 444
31626

OFFICE OF THE CLERK
SACRAMENTO COUNTY, CALIF.
IN RESPONSE TO REQUEST OF
Q. M. Mull
1962 MAR 28 PM 4 37

ENDORSED:

Filed MAR 26 1962
C. C. LARUE, CLERK
By T. CORRIGAN, Deputy

Robert J. Hooper
COUNTY RECORDER

MAR 26 1962

FILED
163 PAGE 163
BY L. ALVARADO Deputy

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

PACIFIC GAS AND ELECTRIC COMPANY,
Plaintiff,
vs.
MANUEL L. SARDINHA, et al.,
Defendants.

No. 106688

JUDGMENT

31626

The above-entitled special proceeding having come on regularly for hearing on plaintiff's motion for summary judgment on the 2nd day of January, 1962, on the amended complaint and the answer of defendants Manuel L. Sardinha, also known as Manuel Lopes, Mary Sardinha, his wife, and Antonio Jardim, and upon the declarations and affidavits of the respective parties before the above-entitled court, and Messrs. Robert M. Brown and Archibald M. Mull, Jr. appearing as attorneys for plaintiff and Mr. Carl Kuchman appearing as attorney for defendant, and the proceedings having previously been dismissed by plaintiff as to all of the fictitiously-named defendants; and the court having duly considered the written and oral arguments of said counsel and the respective pleadings and affidavits and declarations filed with the court by the said parties,

01.6287 11-81 10M

1 having ordered that plaintiff's motion for summary judgment be
2 granted, and the court having further ordered that said defendants'
3 answer be stricken, and the court having heretofore rendered its
4 decision herein and having found the facts and drawn the
5 conclusions of law,

6 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 I

8 That the plaintiff Pacific Gas and Electric Company as to the
9 said defendants is the owner of easements and rights of way to
10 construct, install, maintain, operate, inspect and replace gas
11 pipelines in, along, and under those certain strips of land
12 hereinafter described in paragraph II.

13 II

14 That the strips of land wherein it is necessary that plain-
15 tiff have easements and rights of way to construct, install,
16 maintain and operate the said gas lines are located in the County
17 of Sacramento, State of California, and are more particularly
18 described as follows:

19 Parcel 1. A strip of land of the uniform width of 20
20 feet extending southwesterly from the southwesterly
21 boundary line of the strip of land described and designated
22 2 in the deed from Manuel L. Sardinha and wife to Pacific
23 Gas and Electric Company, dated January 10, 1950 and
24 recorded in the office of the County Recorder of the
25 County of Sacramento, State of California, in Book 1776
26 of Official Records at page 29, and lying equally on
27 each side of the line which begins at a point in the
28 southwesterly boundary line of the strip of land
29 designated 2 in said deed dated January 10, 1950 which
30 point is determined by running the following courses
and distances, namely: south 70° 26' east 1007.4 feet;
and thence south 19° 34' west 5.0 feet from the most
easterly point in the centerline of the strip of land
described and designated 1 in said deed dated January 10,
1950 and runs thence from the point of beginning as so
determined south 19° 34' west 549.2 feet; containing 0.25
acre.

Parcel 8. A strip of land of the uniform width of 20
feet extending southerly from the southeasterly boundary
line of said strip of land designated 1 and from the
southwesterly boundary line of said strip of land

31035

51-2207 11-21-10M

1 designated 2 and lying equally on each side of the
 2 line which begins at a point in the southwesterly
 3 boundary line of said strip of land designated 2,
 4 which point is determined by running the following
 5 courses and distances, namely; south 70° 26' east 5.8
 6 feet; and thence south 19° 34' west 5.0 feet from the
 7 most easterly point in the center line of said strip
 8 of land designated 1 and runs thence from the point
 9 of beginning as so determined south 60° 56' east 17.5
 10 feet; thence south 23° 25' east 282.7 feet; thence south
 11 3° 45' east 101.5 feet; containing 0.18 acre.

12 That within said easements and rights of way that the
 13 plaintiff Pacific Gas and Electric Company as to the said defen-
 14 dants has the right to pass with necessary vehicles, equipment,
 15 materials and men over and along said Parcels 1 and 8 as occasion
 16 therefor may arise; the right to cut and clear away any tree or
 17 brush that may now or hereafter grow upon or extend over said
 18 easements and rights of way and which might interfere with the
 19 construction, installation, maintenance, operation, inspection
 20 or replacement of said pipelines; the right to erect gates in any
 21 and all fences that may now or hereafter be constructed across
 22 said easements or rights of way; the right to prohibit said
 23 defendants, their successors or assigns, from erecting or placing
 24 upon said easements and rights of way any structures or wells.

III

25 That the plaintiff Pacific Gas and Electric Company as to
 26 the said defendants is the owner of the easements and rights to
 27 use for road purposes those certain existing roads which are
 28 hereinafter described in paragraph IV.

IV

29 That the said strips of land wherein it is necessary that
 30 plaintiff acquire and have easements and rights to use for road
 purposes and to pass with vehicles, equipment, materials and men
 on, over and along said easements are located in the County of
 Sacramento, State of California, and are more particularly

31626

1 described as follows:

2 Parcel 2. A strip of land of the uniform width of
 3 12 feet extending from the southwesterly prolongation
 4 of the southeasterly boundary line of the strip of land
 5 hereinbefore described and designated Parcel 1 north-
 6 westerly to the northerly boundary line of the herein-
 7 after described Entire Tract and lying equally on each
 8 side of the line which begins at a point in said pro-
 9 longation from which the southwesterly terminus of the
 10 centerline of said strip of land designated Parcel 1
 11 bears north $42^{\circ} 27' 1/2''$ west 11.3 feet distant and
 12 runs thence north $74^{\circ} 26'$ west 288.9 feet; thence north
 13 $82^{\circ} 14' 1/2''$ west 171.8 feet; thence northwesterly on a
 14 curve to the right with a radius of 156.7 feet, through
 15 a central angle of $24^{\circ} 08' 1/2''$, and tangent at the south-
 16 easterly terminus thereof to the preceding course, an
 17 arc distance of 66.0 feet; thence northwesterly on a
 18 curve to the right with a radius of 107.2 feet, through
 19 a central angle of $34^{\circ} 42'$, and tangent at the north-
 20 westerly terminus thereof to the next succeeding course,
 21 an arc distance of 64.9 feet; thence north $23^{\circ} 24'$ west
 22 148.3 feet; thence northwesterly on a curve to the right
 23 with a radius of 397.9 feet, through a central angle
 24 of $14^{\circ} 19' 1/2''$, and tangent at the southeasterly terminus
 25 thereof to the preceding course, an arc distance of 99.5
 26 feet; thence north $9^{\circ} 04' 1/2''$ west 118.0 feet; thence
 27 north $16^{\circ} 47' 1/2''$ west 143.9 feet; thence northwesterly
 28 on a curve to the left with a radius of 296.8 feet,
 29 through a central angle of $10^{\circ} 49'$, and tangent at the
 30 southeasterly terminus thereof to the preceding course,
 an arc distance of 56.0 feet; thence north $27^{\circ} 36' 1/2''$
 west 214.4 feet; thence north $16^{\circ} 23' 1/2''$ west 70 feet,
 more or less, to a point in the northerly boundary line
 of said Entire Tract; containing 0.40 acre.

19 Parcel 3. A strip of land of the uniform width of 12
 20 feet extending from the southerly boundary line (marked
 21 by an existing fence) of said Entire Tract, said
 22 southerly boundary line being the northerly boundary line
 23 of a county road, to the northerly boundary line of said
 24 Entire Tract and lying equally on each side of the line
 25 which begins at a point in the southerly boundary line
 26 of said Entire Tract from which the monument described
 27 in and referred to in the strip of land designated 1 in
 28 said deed dated January 10, 1950 bears north $61^{\circ} 31'$
 29 west 7570.8 feet distant and runs thence north $2^{\circ} 47' 1/2''$
 30 west 24.5 feet; thence north $11^{\circ} 15' 1/2''$ west 411.8 feet;
 thence northerly on a curve to the right with a radius of
 457.2 feet, through a central angle of $24^{\circ} 40'$, and
 tangent at the southerly terminus thereof to the pre-
 ceding course, an arc distance of 196.8 feet; thence
 north $13^{\circ} 24' 1/2''$ east 316.3 feet; thence north 12°
 27' east 570.8 feet; thence northeasterly on a curve to
 the right with a radius of 644.0 feet, through a central
 angle of $15^{\circ} 39'$, and tangent at the southwesterly
 terminus thereof to the preceding course, an arc distance
 of 175.9 feet; thence northeasterly on a curve to the
 right with a radius of 1249.5 feet, through a central

31626

01-6227 11-91 1GM

1 angle of 8° 45', and tangent at the northeasterly
 2 terminus thereof to the next succeeding course, an
 3 arc distance of 190.8 feet; thence north 36° 51'
 4 east 334.5 feet; thence north 35° 47' east 3087.8
 5 feet; thence northerly on a curve to the left with
 6 a radius of 76.0 feet, through a central angle of
 7 105° 31' and tangent at the southerly terminus thereof
 8 to the preceding course, an arc distance of 140.0
 9 feet; thence north 69° 44' west 300.3 feet; thence
 10 north 67° 18' west 314.4 feet; thence north 69° 24'
 11 west 354.8 feet; thence northwesterly on a curve to
 12 the left with a radius of 690.2 feet, through a central
 13 angle of 15° 40 1/2', and tangent at the southeasterly
 14 terminus thereof to the preceding course, an arc
 15 distance of 188.8 feet; thence north 85° 04 1/2' west
 16 165 feet, more or less to a point in the northerly
 17 boundary line of said Entire Tract; containing 1.87
 18 acres.

V

19 That the said strips or parcels of land hereinabove
 20 described are each portions of a larger tract of land located in
 21 the County of Sacramento, State of California, and is more partic-
 22 ularly described as follows:

23 That certain parcel of land, situate in Township 5
 24 North, Range 5 East, M.D.B. & M., conveyed by Capital
 25 Company to Manuel L. Sardinha and wife by deed dated
 26 January 7, 1944 and recorded in the office of the
 27 County Recorder of the County of Sacramento, State of
 28 California, in Book 1046 of Official Records at page
 29 187.

30 That the said defendants are the owners of said larger tract
 of land subject to the easements and rights of way which are
 described hereinabove in paragraphs I, II, III, and IV.

VI

That the said defendants have no compensable right, title or
 interest in or to any of the said easements and rights of way
 which are described herein in paragraphs I, II, III and IV.

Dated: MAR 26 1962

ATTEST:

C. C. LARUE, CLERK
 T. CORRIGAN
 By _____
 DEPUTY CLERK



JAY I. HENRY
 Judge of said Superior Court

31626

449

STATE OF CALIFORNIA, } ss.
County of Sacramento

BOOK 4416 PAGE 449



No 30597 A

I, C. C. LaRue, County Clerk of the County of Sacramento, State of California, and ex-officio Clerk of the Superior Court held in and for said County and State aforesaid, hereby certify that I have compared the foregoing copy with the original instrument on file and of record in my office, and that the same is a full, true and correct copy of such original, with the endorsements thereon, and of the whole thereof.

MAR 28 1962

Attest my hand and seal of said Court this C. C. LaRUE, County Clerk.

By *[Signature]* Deputy Clerk.

FEE \$6.00

TITLE
Exception 11

665

379-52C

GAS LINE TRANSMISSION-A
61-8011 REV. 1-29-28

PACIFIC GAS & ELECTRIC CO.
DIV. LAND DEPT.
1314 29th STREET
SACRAMENTO 16, CALIF.

BOOK 4479 PAGE 665

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.
RECORDED AT REQUEST OF
Pacific Gas & Electric Co.
1962 JUL 13 PM 4 08

Remond J. Hooper
COUNTY RECORDER

CAPITAL COMPANY, a California corporation,

72078

COPY SENT
TO DIVISION

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, within the hereinafter described strip of those certain lands which are situate in the _____ County of _____ Sacramento _____, State of California, and described as follows:

Consideration or value of interest conveyed
herein is \$100.00

The parcel of land, situate in T. 5 N., R. 5 E., M. D. B. & M., described and designated Parcel II in the deed from Maria Gonsalves Jardim to Manuel Lopes Sardinha, dated December 12, 1956 and recorded in the office of the County Recorder of said County of Sacramento in Book 3372 of Official Records at page 205.

The aforesaid strip extends entirely across said lands and is particularly described as follows:

(A) A strip of land of the uniform width of 20 feet extending southerly from the southeasterly boundary line of the strip of land described and designated 1, and from the southwesterly boundary line of the strip of land described and designated 2, in the deed from Manuel L. Sardinha and wife to Pacific Gas and Electric Company, dated January 10, 1950 and recorded in the office of said County Recorder in Book 1776 of Official Records at page 29, and lying equally on each side of the line that begins at a point in the southwesterly boundary line of said strip of land designated 2, which point is determined by running N. 64° 19' E. 2951.6 feet; and thence S. 29° 44½' E. 7.7 feet from the monument marking the intersection of the southerly boundary line of the 106.5 acre parcel of land described in the Decree of Distribution, dated August 24, 1937 and recorded in the office of said county recorder in Book 582 of Official Records at page 441, with the easterly boundary line of the county road extending along the westerly boundary line of said 106.5 acre parcel of land and runs thence from the point of beginning as so determined S. 60° 56' E. 17.5 feet; thence S. 23° 25' E. 282.7 feet; thence S. 3° 45' E. 101.5 feet.

First party, for the consideration aforesaid, further grants to second party the right to excavate for, construct, install, replace, maintain and use a concrete pit with suitable cover therefor and to install therein such valves and other devices and equipment for regulating gas, together with suitable protection therefor, within the parcel of land described as follows:

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JUL 13 1962

(B) Beginning at a point in said strip of land designated 2 from which the point of beginning of the center line of the strip of land hereinbefore described and designated (A) bears N. 84° 28' W. 2.1 feet distant and running thence N. 70° 26' W. 4.0 feet; thence N. 19° 34' E. 4.0 feet; thence S. 70° 26' E. 4.0 feet; thence S. 19° 34' W. 4.0 feet to the point of beginning.

The rights herein set forth are granted to the extent of first party's interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder said lands.

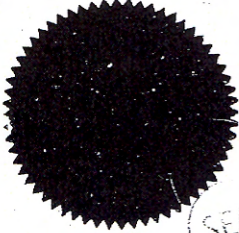
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STATE OF CALIFORNIA,

County of Alameda

ss. May 31

19 62, before me, HAZEL B. HORTON, a Notary Public in and for the said County and State, personally appeared T. S. Minney, known to me to be the Vice President, and Frank P. Cowdery, known to me to be the Assistant Secretary of Capital Company



CCO-1076

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Hazel B. Horton

Hazel B. Horton

NAME (TYPED OR PRINTED)

Notary Public in and for said County and State.

My Commission Expires

April 18, 1964

First party further grants to second party:

- (a) 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; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways;
- (b) the right to use such portion of said lands contiguous to said strip as may be reasonably necessary in connection with the installation and replacement of such pipe lines.
- (c) 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 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 said pipe lines, valves, appliances or fittings, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; 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, brush and refuse wood shall be burned or removed by second party;
- (d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip;
- (e) the right to mark the location of said strip by suitable markers set in the ground; provided that said markers 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 hereby covenants and agrees:

- (a) second party shall not fence said strip;
- (b) second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands;
- (c) 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.

First party reserves the right to use said strip for purposes which will not interfere 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, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF first party has executed these presents this 31st day of May, 1962.

CAPITAL COMPANY
 By J. D. [Signature]
 Its Vice President
 And By Paul T. [Signature]
 Its Assistant Secretary

Executed in the presence of

Witness

72078

FOR NOTARY'S USE ONLY

Stockton Div.
 GM 146206
 Wvg. B-3594
 Sh. 2
 Sec. 27
 T. 5N., R. 5E.,
 M.D.B. & M.

Prepared [Signature]
 Checked [Signature]
 SEP 11 1962 409

FOR RECORDER'S USE ONLY

FEE \$3.60

TITLE
Exception 12

Sacramento County

BOOK 71-01-06 PAGE 282

No fee for recordation,
Government Code Sec. 6103.

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

RECORDED AT THE REQUEST OF
AND RETURN TO:

JAN 6 10 09 AM 1971

Sacramento Municipal
Utility District
Attention Land Department
P. O. Box 15830
Sacramento, California 95813

Edward J. Hennessey
COUNTY RECORDER

NO FEE

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GRANT OF RIGHT OF WAY

R/W 37/1111
RO 91986

LOPES RANCH, INC., a California corporation, hereinafter called first party, does hereby grant unto SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereinafter called second party, its successors and assigns, the right, from time to time, to erect, maintain, replace, remove and use such poles, with all necessary and proper crossarms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom such wires as second party may deem necessary for the transmission and distribution of electric energy, together with a right of way therealong, within each of the strips of land and/or along each of the routes, whichever be hereinafter described, over and across those certain premises situate in the County of Sacramento, State of California, described as follows:

Beginning at the point of intersection of the North line of the Southwest quarter of Section 26, Township 5 North, Range 5 East, M.D.B. & M., and the center line of Grizzly Slough; thence West along the East and West mid-section line of Sections 26 and 27, said Township and Range, to the West line of said Section 27; thence South along the West line of said Section 27 to the East bank of the Mokelumne River; thence Southerly along the Easterly bank of said Mokelumne River to the North end of a cut off in said river near the point where the South line of said Section 27 crosses said river, said cut off having been constructed by the State of California in the year 1905; thence Southerly along the Easterly bank of said cut off to its Southerly end and the Easterly bank of the Mokelumne River; thence Southerly along the Easterly bank of the Mokelumne River to the East and West mid-section line of Section 34, said Township and Range; thence East along said line 19 chains, more or less, to the West line of the Galt-New Hope Road; thence North 1 chain to the North line of said road; thence East along the North line of said road to the center line of Grizzly Slough; thence North-easterly along the center of said Grizzly Slough to the point of beginning.

The routes of said right of way shall be as follows:

1. Within a strip of land of the uniform width of 10 feet the center line of which is described as follows: Beginning at a point in the above-described premises, said point hereinafter referred to as Point "A", from which point the Southwest corner of the Northwest one-quarter of Section 27, Township 5 North, Range 5 East, M.D.B. & M., as said corner is shown on that certain Record of Survey entitled "Houston Ranch", recorded in the office of the Recorder of Sacramento County on August 28, 1930, in Book 3 of Surveys, Map No. 60, bears North 0° 20' West 3827.98 feet; thence South 89° 47' West 1553.77 feet; thence North 0° 20' West 1374.51 feet; thence South 89° 47' West 1127.23 feet distant; thence from said point of beginning South 89° 28' 40" West 835.75 feet to a point hereinafter referred to as Point "B";

-1-

NO COUNTY TRANSFER TAX DUE

SMUD BY: *[Signature]*

SMUD Ld-1 10-62

LAND DEPT. FILES

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Sacramento County

BOOK 71-01-06

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thence North 59° 40' 40" West 75 feet to a point hereinafter referred to as Point "C"; thence North 17° 38' 00" West 279.30 feet to a point hereinafter referred to as Point "D", said point also being the most Southerly terminus of that certain Grant of Right of Way from Manuel L. Sardinha to Sacramento Municipal Utility District recorded in the office of the Recorder of Sacramento County on March 31, 1961, in Book 4221 of Official Records, at Page 484.

2. Within a strip of land of the uniform width of 10 feet the center line of which is described as follows: Beginning at Point "A" in the route above designated "1"; thence from said point of beginning North 89° 28' 40" East 33.25 feet; thence North 86° 38' 40" East 592.30 feet to a point in the Northerly line of New Hope Road.

3. Within a strip of land of the uniform width of 2 feet the center line of which is described as follows: Beginning at Point "B" in the route above designated "1"; thence from said point of beginning South 89° 28' 40" West 15 feet.

4. Within a strip of land of the uniform width of 2 feet the center line of which is described as follows: Beginning at Point "C" in the route above designated "1"; thence from said point of beginning South 17° 38' 00" East 15 feet.

5. Within a strip of land of the uniform width of 2 feet the center line of which is described as follows: Beginning at Point "D" in the route above designated "1"; thence from said point of beginning South 79° 03' East 15 feet.

Said right includes the trimming by second party of any trees along said poles and wires whenever considered necessary for the complete enjoyment thereof.

DATED December 28, 1970

LOPES RANCH, INC., a California corporation

Executed in the presence of:

Witness John C. Hughes

By Mary Lopes
Mary Lopes, President

By Mary Angelina Tonarelli
Mary Angelina Tonarelli, Secretary

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May

Sacramento County

BOOK 71-01-06 PAGE 281

STATE OF CALIFORNIA) ss. Certificate of Acknowledgment
COUNTY OF SACRAMENTO) (Witness Form Only-Partnership/Corporation)

On January 4, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared John C. Hughes, known to me to be the person whose name is subscribed to the foregoing instrument as a witness thereto, who, being by me duly sworn, deposed and said: That he resides in the County of Sacramento, State of California; that he was present and saw

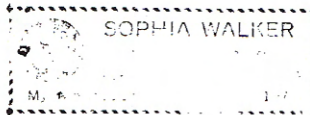
Mary Lopes and Mary Angelina Tonarelli

(personally known to him to be the President and Secretary, respectively

of the corporation described in and that executed the foregoing instrument, and also known to him to be the persons who executed the foregoing instrument on behalf of the corporation (therein named) sign, seal and deliver the same; that the said officers acknowledged to affiant that such corporation executed the same; and that affiant subscribed his name as a witness thereto.

WITNESS my hand and official seal

Sophia Walker
Notary Public in and for said State.



746

STATE OF CALIFORNIA) ss. Certificate of Acceptance
COUNTY OF SACRAMENTO)

This is to certify that I, E. A. Combatalade, duly appointed, qualified, and acting Assistant Secretary of Sacramento Municipal Utility District, do hereby accept and consent to the recordation of the within deed or grant on behalf of said District, as its officer or agent for that purpose, by virtue of the authority vested in me by Resolution No. 4417 of the Board of Directors of said District, a certified copy of which is recorded in the office of the Recorder of Sacramento County in Book 4576 of Official Records, Page 77; in the office of the Recorder of Placer County in Book 946 of Official Records, Page 209; and in the office of the Recorder of El Dorado County in Book 618 of Official Records, Page 349.

DATED January 4, 1971

E. A. Combatalade

TITLE
Exception 13

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Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California 95814

BK 78-02-28 PG 2238
OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF
FEB 28 4 05 PM 1978

Samuel J. Parker
COUNTY RECORDER

NO FEE
30597

146-140-03 & 04

Space Above For Recorder's Use

RESOLUTION NO. 78-AP-033
RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 74-1037 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Lower Cosumnes

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and

WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 74-1037 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.** (a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Permanent Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Permanent Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Permanent Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereto be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 8th day of February, 19 78, by the following vote, to wit:

AYES: Supervisors, Melarkey, Sheedy, Kloss
NOES: Supervisors, None
ABSENT: Supervisors, Smoley, Wade

FILED

E. Harry Bloss
Clerk of the Board of Supervisors of Sacramento County, California

(SEAL)

ATTEST: *Samuel J. Parker*
Clerk of the Board of Supervisors FEB 8 1978

BOARD OF SUPERVISORS
Samuel J. Parker
CLERK OF THE BOARD

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EXHIBIT "A" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bona-fide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Fair labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways; railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201 (n) of the Government Code.
- (s) Open Space use, as defined in Section 51201 (o) of the Government Code.

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Exhibit "C"

BEGINNING at the point of intersection of the North line of the Southwest 1/4 of Section 26, Township 5 North, Range 5 East, M. D. B. & M., and the center line of Grizzly Slough; thence West along the East and West midsection line of Sections 26 and 27, said Township and Range; to the West line of said Section 27; thence South along the West line of said Section 27 to the East bank of the Mokelumne River; thence Southerly along the Easterly bank of said Mokelumne River to the North end of a cut-off in said river near the point where the South line of said Section 27 crosses said river, said cut-off having been constructed by the State of California in the year 1905; thence Southerly along the Easterly bank of said cut-off to its Southerly end and the Easterly bank of the Mokelumne River; thence Southerly along the Easterly bank of the Mokelumne River to the East and West mid-section line of Section 34, said Township and Range; thence East along said line 19 chains, more or less, to the West line of the Galt-New Hope Road; thence North 1 chain to the North line of said road; thence East along the North line of said road to the center line of Grizzly Slough; thence Northeasterly along the center line of said Grizzly Slough to the point of beginning.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals which may hereafter be lawfully produced on said property, as reserved in the deed from Capital Company, a corporation, to Manuel H. Sardinha, et ux., recorded January 18, 1944, in Book 1046 of Official Records, Page 187.

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Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

2241

146-140-03 & 04

Space Above For Recorder's Use

CALIFORNIA CONSERVATION CONTRACT NO. 78-AP-033

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 78, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

Lopes Ranch, Inc.

after referred to as Owner:

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 74-1037; and

WHEREAS, said Agricultural Preserve is within the Lower Cosumnes Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 48; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51285 and 51285.5 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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0229 2242

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(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the reclusion of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

"OWNER"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By E. Henry Ross
Chairman of the Board of Supervisors

ATTEST: Betty A. Adams
Clerk of the Board of Supervisors

Lopez Conch, Inc
Mary Elizabeth Lawrence

(Attach acknowledgement for each signature above)

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PAGE

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2 2 4 3

2243

EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors
County of Sacramento
County Administration Building
827 - 7th Street
Sacramento, California 95814

Address Notice to Owner:

Christopher Lee
P. O. Box 673
Walnut Grove, CA 95690

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as: See Exhibit "C" attached hereto and by said reference made a part of this contract.

30597

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PAGE

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ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO }

On this 24th day of February, in the year 1978, before me,
Betty L. Glebov, a Notary Public in and for the County of Sacramento
State of California, personally appeared Mary Angelina Isarelli,
Manager, Secretary - Lopez Ranch, Inc.
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
she executed the same.

(SEAL)



Betty L. Glebov
Notary Public in and for the County of Sacramento
State of California

STATE OF CALIFORNIA }
COUNTY OF _____ }

On this _____ day of _____, in the year 19____, before me,
_____, a Notary Public in and for the County of _____
State of California, personally appeared _____
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
_____ executed the same.

(SEAL)

Notary Public in and for the County of _____
State of California

STATE OF CALIFORNIA }
COUNTY OF _____ }

On this _____ day of _____, in the year 19____, before me,
_____, a Notary Public in and for the County of _____
State of California, personally appeared _____
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
_____ executed the same.

(SEAL)

Notary Public in and for the County of _____
State of California

30504

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Exhibit "C"

BEGINNING at the point of intersection of the North line of the South-west 1/4 of Section 26, Township 5 North, Range 5 East, M. D. B. & M., and the center line of Grizzly Slough; thence West along the East and West midsection line of Sections 26 and 27, said Township and Range; to the West line of said Section 27; thence South along the West line of said Section 27 to the East bank of the Mokelumne River; thence Southerly along the Easterly bank of said Mokelumne River to the North end of a cut-off in said river near the point where the South line of said Section 27 crosses said river, said cut-off having been constructed by the State of California in the year 1905; thence Southerly along the Easterly bank of said cut-off to its Southerly end and the Easterly bank of the Mokelumne River; thence Southerly along the Easterly bank of the Mokelumne River to the East and West mid-section line of Section 34, said Township and Range; thence East along said line 19 chains, more or less, to the West line of the Galt-New Hope Road; thence North 1 chain to the North line of said road; thence East along the North line of said road to the center line of Grizzly Slough; thence Northeasterly along the center line of said Grizzly Slough to the point of beginning.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals which may hereafter be lawfully produced on said property, as reserved in the deed from Capital Company, a corporation, to Manuel H. Sardinha, et ux., recorded January 18, 1944, in Book 1046 of Official Records, Page 187.

30557

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78

0228

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State of California)
County of Sacramento) ss.

On this 24th day of February, 1978, before me, BETTY L. GLEBOV, personally appeared ANGELINA TONARELLI, known to me to be TREASURER / SECRETARY of LOPES RANCHES, INC. and known to me to be the person who executed the within instrument on behalf of said public corporation, and acknowledged to me that such public corporation executed the same.



Betty L. Glebov

30000

TITLE
Exception 14

2105-05-0213

9000-9751 Transamerica 1-27 G/W
6 84 2
*TYPE RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

JUL 29 1984

BOOK PAGE
84 07 26 0804

PACIFIC GAS AND ELECTRIC COMPANY
77 Beale St. Land Dept Rm. 2C76
San Francisco, California 94106

Location: City/Town

Recording Fee \$ 7.00

Documentary Transfer Tax \$.55

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Manuel Hernandez

Signature of declarant or agent determining tax

128124



FEE
\$7
B

EASEMENT

a single man,

MANUEL EDWARD LOPES, hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, within the hereinafter described strip of those certain lands which are situate in the County of Sacramento, State of California, and described as follows:

(APN: 146-140-03)

The portions of Sections 27 and 34, Township 5 North, Range 5 East, N.D.B.&M., described in the deed from Lopes Ranch, Inc. to Manuel Edward Lopes dated March 2, 1981 and recorded in Book 810317 of Official Records at page 175, Sacramento County Records.

The aforesaid strip is described as follows:

A strip of land of the uniform width of 20 feet

84 07 24 0805

run 10 feet on each side of the line which begins at a point within the boundary line of said lands and runs thence north $3^{\circ}31.0'$ east approximately 330 feet to a point in the southerly boundary line of the strip of land described and designated 2 in the deed from Manuel L. Sardinha and wife to Pacific Gas and Electric Company dated January 10, 1950 and recorded in Book 1776 of Official Records at page 29, Sacramento County Records; said point of beginning bears south $64^{\circ}29.5'$ east 3565.9 feet distant from the westerly terminus of a course in the center line of said strip of land designated 2, which course has a bearing of south $70^{\circ}26'$ east and a length of 5201.5 feet; the sidelines of the strip of land described herein shall be lengthened or shortened at the northerly terminus thereof so as to terminate in said southerly boundary line.

First party further grants to second party:

(a) 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 routes as shall occasion the least practicable damage and inconvenience to first party and to use said roads, lanes or routes to provide access to second party's facilities on lands adjacent to said lands; provided that the rights granted in this paragraph 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; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, the rights granted by this paragraph on said portion shall be confined to such dedicated roads and highways;

(b) the right to use such portion of said lands contiguous to said strip as may be reasonably necessary in connection with the installation and replacement of such pipe lines;

(c) 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 to trim and to cut down and clear away any trees on either side of said strip which

84 07 24 0806

now or hereafter in the opinion of second party may be a hazard to said pipe lines, valves, appliances or fittings, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; 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, brush and refuse wood shall be burned or removed by second party;

(d) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross said strip; and

(e) the right to mark the location of said strip by suitable markers set in the ground; provided that said markers 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 hereby covenants and agrees:

(a) second party shall not fence said strip;

(b) second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands; and

(c) 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. This indemnification shall include but not be limited to damage to crops necessitated by any repair or replacement of second party's equipment.

First party reserves the right to use said strip for purposes which will not interfere 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, or construct any reservoir or other obstruction on said strip, or diminish or substantially

84 07 24 0007

add to the ground cover over said pipe lines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF first party has executed therea presents this

22 day of JUNE, 1984.

[Signature]
Witness

[Signature]
Manuel Edward Lopes

MICHAEL D. GRINSTEAD

Sacramento
OM 186639
Dwg. B-3594, Sh. 2 & 3
T.5N., R.5E.,
M.D.B. & M.
Section 27
S2
Section 34
N2
RE: 2105-05-0068
77-247
SS
Prepared GPI
Checked JAR

67-6205 (Witness) Rev 1-83

STATE OF CALIFORNIA
County of Sacramento

On the 25th day of June 1984
a Notary Public for the State of California, personally appeared

before me ALAN M. SUZUHARA
Michael D. Grinstead

satisfactory evidence to be the person(s) whose name(s)

personally known to me (or proved to me on the basis of
subscribed to this instrument, as a witness thereto, who
being duly sworn, deposed and said that he/she resides in the
County of San Joaquin State of California, that he/she was
present and saw MANUEL EDUARDO LOPES

Official Seal

ALAN M. SUZUHARA
NOTARY PUBLIC
SANTA CRUZ COUNTY CALIFORNIA
My Commission Expires May 3 1995

personally known to him/her to be the person described in and who
executed this instrument, as part of thereto seen and execute it, and
that at his request he/she the said affiant thereupon
subscribed his/her name as a witness thereto

[Signature]
Notary Public for the State of California

TITLE

Exception 15

Recording Requested by and
when Recorded Return to:

Calpine Natural Gas
1200 17th Street, #770
Denver, CO 80202



Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20030910 PAGE 0746

Wednesday, SEP 10, 2003 9:18:01 AM
Ttl Pd \$19.00 Nbr-0002277793
001-Unincorp. DTT PAID KDL/24/1-5

Space Above this Line for Recorder's Use Only

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE is made and entered into as of the 25th day of June, 2003, by and between TRANSAMERICA MINERALS COMPANY, a California corporation, as Lessor, and CALPINE CORPORATION, a Delaware corporation, as Lessee.

WITNESSETH:

That upon the terms and provisions set forth in that certain Oil and Gas Lease, dated the 25th day of June, 2003, Lessor has leased, let and demised and does hereby lease, let and demise unto Lessee that land hereinafter described with the sole and exclusive right to Lessee to drill for, produce, extract and take oil, gas, asphaltum and other hydrocarbons (and water for Lessee's operations on said Land) from, and to store the same upon said land during the term hereinafter provided, said land being all that certain real property situated in the County of Sacramento, California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

for a term commencing on the 25th day of June, 2003, and continuing, subject to termination as therein provided, for three (3) years and thereafter as provided in said lease; said lease being by this reference incorporated herein and made a part hereof in all respects as though fully set forth herein, and reference being hereby made to a fully executed copy of said lease in the possession of Lessor or Lessee for full particulars.

(continued)

TMC Lease No. 40-6324 (Multi)
HARVEY (Kentworthy & Patterson)
HARVEY (Sardinha & Jardine)

DOCUMENTARY TRANSFER TAXES	<u>Per</u>
EXEMPTION (R&T CODE)	<u>seperate</u>
EXPLANATION	<u>document</u>
<u>The undersigned</u>	
Signature of Declarant or Agent determining Tax	

ORIGINAL

TRANSAMERICA MINERALS COMPANY, a California corporation, acquired the property interests subject to said lease by transfer from Transamerica Development Company, a corporation, formerly Capital Company, a corporation, successor by merger to California Lands Inc., a corporation.

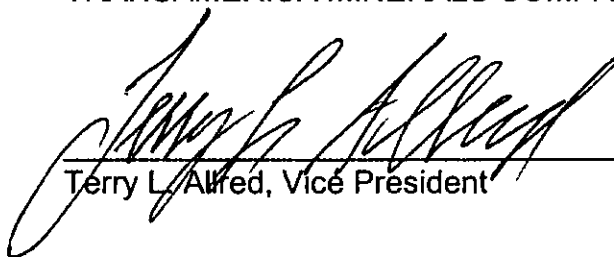
IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Oil and Gas Lease as of the day and year first hereinabove written.

LESSOR

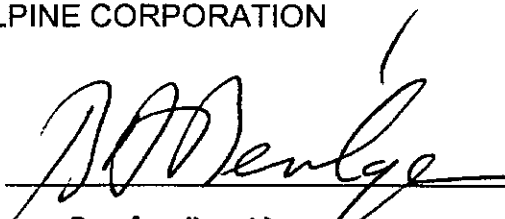
LESSEE

TRANSAMERICA MINERALS COMPANY

CALPINE CORPORATION



Terry L. Allred, Vice President

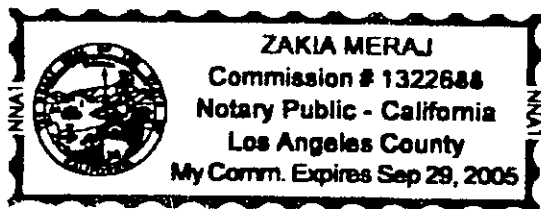
BY:  RB

B. A. Berilgen
TITLE: Executive Vice President

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

On this 2ND day of July, 2003 before me, Zakia Meraj, a Notary Public, personally appeared Terry L. Allred, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal





NOTARY PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 25, 2003 by and between TRANSAMERICA MINERALS COMPANY, as Lessor and CALPINE CORPORATION, as Lessee.

All of the lands subject to this Oil and Gas Lease are situated in the County of Sacramento, State of California, and contain 1,013.00 gross and net acres, more or less, together with all the rights and interests of LESSOR herein conveyed should LESSOR hereafter acquire any additional right, title or interest in the leased lands.

PARCEL ONE: HARVEY (Kentworthy & Patterson) 470.00 gross and net acres

Tract I: Beginning at a point on the North line of the Galt New Hope Road in the Northeast quarter (NE/4) of Section 34, Township 5 North, Range 5 East, where the North line of said Road intersects the centerline of Grizzly Slough, said point also being the most Southeasterly corner of lands described in that certain deed from Capital Company to Manual L. Sandinha, also, known as Manual Lopes, and Mary Sardinha, his wife, joint tenants, dated January 7, 1944 and recorded in Book 1046, page 187, Official Records of Sacramento County, California; thence along the centerline of Grizzly Slough to the most northeasterly corner of the lands of Sardinha and the intersection of the centerline of Grizzly Slough with the North line of the Southwest corner of Section 26, Township 5 North, Range 5 East; thence East along the said North line to the Northwest corner of the Southwest quarter (SW/4) of said Section 26; thence Southerly to a 1 1/2" pipe capped and marked "RE53" set in the center of the East Levee Reclamation District 1609 and at the Northwest corner of that parcel of land deeded by Bank of America National Trust and Savings Association to A.W. Goodfellow dated November 1, 1943 and recorded in Book 928, page 89, Official Records of Sacramento County, California; thence following the center line of said levee Southeasterly on curve to the left the long chord of which bears South 44° 51' East 92.34 feet and the radius of which is 66 feet, for a distance of 102.26 feet and South 88° 14' East 795.37 feet and on a curve to the right the long chord of which bears South 54° 56' East 184.13 feet and the radius of which is 183 feet for a distance of 192.88 feet and South 24° 48' East 1,154.68 feet to the beginning of the fence line on the center of said levee and along said fence line South 17° 18' West 534.73 feet and South 32° 49' East 673.07 feet and on a curve to the left the long chord of which bears South 61° 06 1/2 ' East 98.62 feet and the radius of which is 104 feet for a distance 102.22 feet and South 89° 24' East 687.50 feet and on a curve to the left, the long chord of which bears North 80° 16' East 68.86 feet and the radius of which is 192 feet for a distance of 69.23 feet, and North 69° 55 1/2' East, 249.10 feet, South 84° 38' East 347.13 feet, South 63° 42' East 87.70 feet, South 43° 01' East 253.50 feet, and South 40° 57' East 1,420.07 feet to a 1 1/2 inch iron pipe set in the line of fence which marks the northerly boundary of that right of way for the Galt New Hope Road Conveyed by S.C. McClughrey, et al. To the County of Sacramento, October 15, 1883, and recorded in Book 109 of Deeds at page 9 in the office of the County Recorder; thence West along the North boundary of said right of way for the Galt-New Hope Road and the westerly projection thereof to the North and South midsection line of Section 35, Township 5 North, Range 5 East; thence South along

said midsection line 6.50 chains; thence West along the North line of the Galt New Hope Road to the intersection of same with the centerline of Grizzly Slough and at the point of beginning.

EXCEPTING THEREFROM a small triangular piece of property in the Southeast corner of the Northwest quarter (NW/4) of Section 35, Township 5 North, Range 5 East, M.D.B.&M. being all that portion of the Northwest quarter (NW/4) of said Section 35 lying South and East of the County Road from Thornton to Galt, and more particularly described as follows:

Commencing at the center of the said Section 35, and run thence North along the half section line running North and South through the center of said Section 35, a distance of 211.7 feet, more or less, to a point in the fence on the Southerly line of County Road from Thornton to Galt; thence along the fence on the Southerly line of said County Road, South $58^{\circ} 53'$ West, 420.50 feet, more or less, to an iron pipe in the half section line running East and West through the center of said Section 35; thence North $89^{\circ} 07'$ East, along the half section line running East and West through the center of said Section 35, a distance of 360 feet, more or less, to the point of beginning, and containing 0.875 acres, more or less, and being the same land described in the deed from Frederic H. Harvey, also known as F. H. Harvey, Anna M.W. Harvey, his wife, Susan W. Harvey and Genevieve Harvey to James McGillivray, dated January 18, 1922, recorded January 25, 1922, in Book 572 of Deeds, at page 638, Sacramento County Records.

Tract II: A small triangular piece of property in the Northwest corner of the South 30 acres of the Northeast quarter (NE/4) of Section 35, Township 5 North, Range 5 East, M.D.B.&M. being all that portion of the South 30 acres of the Northeast quarter (NE/4) of said Section 35, lying North and West of the County Road from Thornton to Galt and more particularly described as follows:

Commencing at the Northwest corner of the South 30 acres of the Northeast quarter (NW/4) of said Section 35, said point of commencement being 7.50 chains North of the center of said Section 35; thence along the North line of the South 30 acres of Northeast quarter (NE/4) of said Section 35, easterly 360 feet, more or less, to a point in the northwesterly line of County Road from Thornton to Galt; thence South $58^{\circ} 53'$ West along the fence on the northerly line of said County Road, a distance of 420.5 feet, more or less, to a point in the half section line running North and South through the center of said Section 35; thence along said half section line, North 211.7 feet, more or less, to the point of beginning.

PARCEL TWO: HARVEY (Sardinha & Jardine) 543.0 gross and net acres

Beginning at the point of intersection of the North line of the Southwest Quarter (SW/4) of Section 26, Township 5 North, Range 5 East, M.D.B.&M. and the center line of Grizzly Slough; thence West along the East and West midsection line of Sections 26 and 27, said Township and Range, to the West line of said Section 27; thence South along the West line of said Section 27 to the East bank of the Mokelumne River; thence southerly along the easterly bank of said Mokelumne River to the North end of a cut-off in said river near the point where the South line of said Section 27 crosses said river, said cut-off having been constructed by the State of California in the year 1905; thence southerly along the easterly bank of said cut-off to its

southerly end and the easterly bank of the Mokelumne River; thence Southerly along the easterly bank of the Mokelumne River to the East and West mid-section line of Section 34, said Township and Range; thence East along said line 19 chains, more or less, to the West, line of the Galt-New Hope Road; thence North 1 chain to the North line of said road; thence East along the North line of said road to the center line of Grizzly Slough; thence northeasterly along the center line of said Grizzly Slough to the point of beginning.

The leased lands shall include any roads, streets, alleys, waterways, levees, ditches, easements or rights-of-way within or adjoining the premises, and shall further include interests to which LESSOR may claim or be entitled to by reason of littoral or riparian rights and lands resulting from reliction or accretion to the premises.

END OF EXHIBIT "A"

TMC Lease No. 40-6324(Multi)
HARVEY (Kentworthy & Patterson)
HARVEY (Sardinha & Jardine)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
VINSON & ELKINS L.L.P.
1001 Fannin, Suite 2300
First City Tower
Houston, TX 77002-6760
Attn: Linda Daugherty



)
) Sacramento County Recording
) Craig A Kramer, Clerk/Recorder
) BOOK **20060524** PAGE **1164**
) Check Number 7978
) Wednesday, MAY 24, 2006 11:49:28 AM
) Ttl Pd \$24.00 Nbr-0004316813
)
JLW/14/1-6

CERTIFICATE OF MERGER

for

ROSETTA RESOURCES CALIFORNIA, LLC

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ROSETTA RESOURCES CALIFORNIA, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"ROSETTA RESOURCES ROCKIES, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

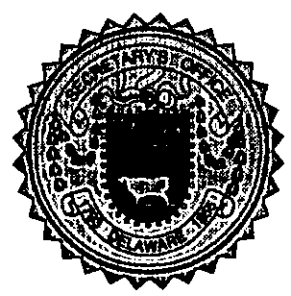
"ROSETTA RESOURCES TEXAS GP, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"ROSETTA RESOURCES TEXAS LP", A DELAWARE LIMITED PARTNERSHIP,

"ROSETTA RESOURCES TEXAS LP, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "ROSETTA RESOURCES OPERATING LP" UNDER THE NAME OF "ROSETTA RESOURCES OPERATING LP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF SEPTEMBER, A.D. 2005, AT 3:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-SECOND DAY OF



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4569932

3518137 8100M

060218801

DATE: 03-06-06

Delaware

PAGE 2

The First State

SEPTEMBER, A.D. 2005, AT 5 O'CLOCK P.M.

When Recorded Mail To:
Vinson & Elkins LLP
1001 Fannin, Suite 2300
Houston, Texas 77002-6760
Attention: Linda Daugherty



3518137 8100M

060218801

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4569932

DATE: 03-06-06

**CERTIFICATE OF MERGER
MERCING**

**ROSETTA RESOURCES CALIFORNIA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ROSETTA RESOURCES ROCKIES, LLC
A DELAWARE LIMITED LIABILITY COMPANY,
ROSETTA RESOURCES TEXAS LP,
A DELAWARE LIMITED PARTNERSHIP,
ROSETTA RESOURCES TEXAS GP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
AND
ROSETTA RESOURCES TEXAS LP, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,**

WITH AND INTO

**ROSETTA RESOURCES OPERATING LP,
A DELAWARE LIMITED PARTNERSHIP**

Pursuant to the provisions of Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "DRULPA"), the undersigned surviving business entity adopts the following Certificate of Merger for the purpose of effecting a merger of Rosetta Resources California, LLC, a Delaware limited liability company, Rosetta Resources Rockies, LLC, a Delaware limited liability company, Rosetta Resources Texas LP, a Delaware limited partnership, Rosetta Resources Texas GP, LLC, a Delaware limited liability company, and Rosetta Resources Texas LP, LLC, a Delaware limited liability company, with and into Rosetta Resources Operating LP, a Delaware limited partnership (the "Partnership"):

1. The name of each of the constituent entities and the state under the laws of which each is organized, are:

NAME OF ENTITY	JURISDICTION OF FORMATION
Rosetta Resources California, LLC	Delaware
Rosetta Resources Rockies, LLC	Delaware
Rosetta Resources Texas LP	Delaware
Rosetta Resources Texas GP, LLC	Delaware
Rosetta Resources Texas LP, LLC	Delaware

2. An agreement and plan of merger (the "Plan of Merger") has been approved and executed by each of the constituent entities in accordance with Section 17-211(c) of the DRULPA.

3. The name of the surviving limited partnership is Rosetta Resources Operating LP.
4. The executed Plan of Merger is on file at the principal place of business of the Partnership, whose address is 717 Texas Avenue, Suite 2800, Houston, Texas 77002.
5. A copy of the Plan of Merger will be furnished by the Partnership, on request and without cost, to any partner of any constituent limited partnership or any person holding an interest in any constituent business entity.
6. The merger will become effective at 5:00 p.m. on the date this Certificate of Merger is filed with the Secretary of State of Delaware.

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IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed as of the 22nd day of September, 2005.

ROSETTA RESOURCES OPERATING LP

By: ROSETTA RESOURCES OPERATING GP, LLC,
General Partner

By:  
B.A. Berilgen, Manager



Sacramento County Recording

Mark Norris, Clerk/Recorder

BOOK **20050721** PAGE **1891**

Check Number 5369

Thursday, JUL 21, 2005 12:55:51 PM

Ttl Pd \$192.00

Nbr-0003725170

DLE/07/1-62

RECORDING REQUESTED BY:

Thompson & Knight, L.L.P.
1700 Pacific Ave., Suite 3300
Dallas, TX 75201

WHEN RECORDED MAIL TO:

Linda Sue Graham
Thompson & Knight, L.L.P.
1700 Pacific Ave., Suite 3300
Dallas, TX 75201

THIS SPACE FOR RECORDER'S USE ONLY

Assignment

This Assignment made effective as of 7:00 am, on May 1, 2005 is from Calpine Corporation, a Delaware corporation, with offices at 50 West San Fernando, Suite 500, San Jose, California 95113 to Rosetta Resources California, LLC, a Delaware limited partnership, with offices at 717 Texas, Suite 2800, Houston, Texas 77002.

California

RECORDING REQUESTED BY:
Thompson & Knight, L.L.P.
1700 Pacific Ave., Suite 3300
Dallas, TX 75201

WHEN RECORDED MAIL TO:
Linda Sue Graham
Thompson & Knight, L.L.P.
1700 Pacific Ave., Suite 3300
Dallas, TX 75201

THIS SPACE FOR RECORDER'S USE ONLY

Conveyance

This Conveyance made effective as of 7:00 am, on May 1, 2005 is from Calpine Corporation, a Delaware corporation, with offices at 50 West San Fernando, Suite 500, San Jose, California 95113 to Rosetta Resources California, LLC, a Delaware limited partnership, with offices at 717 Texas, Suite 2800, Houston, Texas 77002.

California

CONVEYANCE

THIS CONVEYANCE ("**Conveyance**"), made effective as of 7:00 a.m., on May 1, 2005 (the "**Effective Date**"), is from Calpine Corporation, a Delaware corporation, with offices at 50 West San Fernando, Suite 500, San Jose, California 95113 ("**Assignor**"), to Rosetta Resources California, LLC, a Delaware limited liability company, with offices at 717 Texas, Suite 2800, Houston, Texas 77002 ("**Assignee**").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, effective as of the Effective Date, and subject to the exceptions, reservations, terms and conditions herein contained (including, without limitation, (i) the "Permitted Encumbrances" (as such term is defined in **Exhibit D** hereto), and (ii) the retention and reservation by Assignor of the Excluded Properties (as hereinafter defined), all of Assignor's rights, titles, interests and estates in and to the following:

- (a) the oil, gas and other mineral leases and mineral fee, wellbore interests and other interests and estates and the lands and premises covered or affected thereby which are described on **Exhibit A** hereto (collectively called the "**Leases**", and individually called a "**Lease**"), or which Leases are otherwise referred to herein, and specifically including, without limitation, the Net Revenue Interests and Working Interests in the wells (as the terms "Net Revenue Interests" and "Working Interests" are hereinafter defined) which are set forth on **Exhibit C** hereto;
- (b) (i) the properties pooled or unitized with any of the Leases; (ii) all unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Governmental Body, as defined in **Exhibit D** hereto), having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of the Leases including, without limitation, those units which may be described or referred to on **Exhibit A** hereto; (iii) all operating agreements, production sales or other contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, equipment leases and other agreements which relate to the Leases or interests in the Leases described or referred to herein or on **Exhibit A** hereto, or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (as hereinafter defined) from or attributable to such Leases or interests, and (iv) the Leases described on **Exhibit A** hereto and covered by this Conveyance although Assignor's interests therein be incorrectly described or a description of a part or all of such Leases or Assignor's interest therein be omitted; it being intended by Assignor to cover and affect hereby all interests which Assignor owns in and to the Leases notwithstanding that the interests as set

forth on **Exhibit A** hereto may be limited to particular lands, specified depths or particular types of property interests;

- (c) all crude oil, natural gas, casinghead gas, condensate, distillate, sulphur, natural gas liquids, plant products and other liquid or gaseous hydrocarbons (including carbon dioxide), and all other minerals of every kind and character (collectively called the "**Hydrocarbons**") which may be produced and saved from or attributable to the Leases and/or the lands pooled or unitized therewith, including all saleable oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases and/or the lands pooled or unitized therewith;
- (d) all tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, including, without limitation, any and all property, real or personal, situated upon, used or held for use in connection with the operating, working or development of any of such Leases and/or the lands pooled or unitized therewith, including, without limitation, any and all oil wells, gas wells, facilities, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems (including the gathering system described on **Exhibit C-2** hereto), field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;
- (e) interests of every nature in and to (i) the Leases and other rights, titles, interests and estates described above and every part and parcel thereof, as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of the Leases and/or other rights, titles, interests and estates are subject, or otherwise, (ii) any and all renewals and extensions of any of the Leases and/or other rights, titles, interests and estates, described above and every part and parcel thereof, and (iii) all contracts and agreements supplemental to or amendatory of, or in substitution for, the contracts and agreements described or mentioned above;
- (f) all improvements, tools, parts and equipment used in connection with all or any part of the Leases and other rights, titles, interests and estates described in paragraphs (a) through (e) above; and
- (g) to the extent transferable without material restriction or payment of a transfer or licensing fee, all Records, as defined herein. "**Records**" means all of Assignor's lease files, abstracts and title opinions, division order files, production records, well files, accounting records (but not including general financial accounting or

tax accounting records), and other similar files and records which directly relate to the Properties, including geological and geophysical data other than those which Assignor considers to be proprietary or confidential to them or which Assignor cannot provide to Assignee without, in Assignor's opinion, breaching, or risking a breach of, agreements with other parties, or waiving, or risking waiving, legal privilege.

Assignor's rights, titles, interests and estates in and to the properties, rights, titles, interests and estates described or referred to in the foregoing paragraphs (a), (b), (c), (d), (e), (f) and (g), exclusive of the Excluded Properties, are herein collectively called the "**Properties**," and individually called a "**Property**."

The Net Revenue Interests and the Working Interests in the wells which are set forth on **Exhibit C** hereto are solely for purposes of the warranties made by Assignor hereinafter in this Conveyance and shall in no manner limit the quantum of interest conveyed pursuant to this Conveyance with respect to any well described on **Exhibit C** hereto. As used herein, the term "**Net Revenue Interests**" means the interest of Assignor in and to all Hydrocarbons produced and saved from any well described on **Exhibit C** hereto, after giving effect to all Burdens and Liens (as the terms "Burdens" and "Liens" are defined in **Exhibit D** hereto), but excluding that percentage of the net revenue interest for such well set forth on **Exhibit C-1** hereto in the column entitled "Non-Consent". As used herein, the term "**Working Interests**" means with respect to the wells described on **Exhibit C** hereto, the interest of Assignor therein, without regard to any valid Burdens and Liens (as the terms "Burdens" and "Liens" are defined in **Exhibit D** hereto), which is burdened with the obligation to bear and pay costs of operations with respect to such wells, but excluding that percentage of the working interest for such well set forth on **Exhibit C-1** hereto in the column entitled "Non-Consent".

The Properties do not include, and Assignor does hereby EXCEPT and EXCLUDE from this Conveyance, and does hereby RETAIN and RESERVE unto Assignor, its successors and assigns, all of Assignor's rights, titles and interests and estates in and to the following:

(a) all (i) trade credits, accounts receivables, notes receivables and other receivables attributable to the Properties with respect to any period of time prior to the Effective Date, and (ii) deposits, cash, checks in process of collection, cash equivalents and funds attributable to the Properties with respect to any period of time prior to the Effective Date;

(b) all claims and causes of action of Assignor or its Affiliates (i) arising from acts, omissions or events, or damage to or destruction of property occurring prior to the Effective Date to the extent related to any of Assignor's Retained Liabilities or any of the indemnification obligations of Assignor under the Transfer Agreement (as hereinafter defined), or (ii) affecting any of the properties set forth in this definition;

(c) all Hydrocarbons produced from or attributable to the Properties with respect to all periods prior to the Effective Date;

(d) all claims of Assignor or its Affiliates for refunds of or loss carry forwards with respect to (i) Taxes attributable to any period prior to the Effective Date; (ii) Taxes attributable to any of the properties set forth in this definition; or (iii) any Tax credits accruing to the Properties prior to the Effective Date;

(e) all amounts due or payable to Assignor or its Affiliates as adjustments or refunds under any contracts affecting the Properties, with respect to any period prior to the Effective Date, including, without limitation, amounts recoverable from audits under operating agreements;

(f) all amounts due or payable to Assignor or its Affiliates as adjustments to insurance premiums related to the Properties with respect to any period prior to the Effective Date;

(g) all proceeds, benefits, income or revenues accruing (and any security or other deposits made) with respect to (i) the Properties prior to the Effective Date; or (ii) any of the properties set forth in this definition;

(h) all geological or geophysical information and data of Assignor or its Affiliates, whether proprietary to Persons or licensed from Third Parties, but only to the extent that the transfer thereof is prohibited by law or third-party agreement and the necessary consents to transfer are not obtained before Closing;

(i) the non-exclusive right reserved unto Assignor and its Affiliates to use the Easements;

(j) all the intellectual property of Assignor or its Affiliates, including but not limited to computer software, patents, trade secrets, copyrights, names, marks, and logos related to Assignor's Business;

(k) all rights of ingress, egress and surface use retained by Assignor or its Affiliates in connection with its ownership and operation of CPN Pipeline Company and its assets;

(l) originals of all files relating to Assignor's Retained Liabilities, the Proceedings and copies (but not the originals) of the Records;

(m) (i) the properties, rights, titles, interests and estates described in **Exhibit B** hereto and **C-1** hereto (collectively called herein the "**Non-Consent Properties**" and individually called a "**Non-Consent Property**") and (ii) to the extent the same are situated upon, used or held for use in connection with the Non-Consent Properties and related wells, the properties, rights, titles, interests and estates of Assignor's described or referred to in paragraphs (a) through (g) of the definition of Properties above.

Assignor's rights, titles, interests and estates in and to the properties, rights, titles, interests and estates described or referred to in the foregoing paragraphs (a) through (m)

immediately above, are herein collectively called the "**Excluded Properties**," and individually called a "**Excluded Property**"

Any capitalized terms used in paragraphs (a) through (m) immediately above, but not defined therein, shall have the meaning ascribed to them in **Exhibit D** hereto.

With respect to any well or unit that constitutes a Non-Consent Property, Assignor and Assignee shall execute a Joint Operating Agreement dated as of the Effective Date, covering such Non-Consent Property and the Property from which such Non-Consent Property is a part of, unless such Non-Consent Property and such Property are already subject to an existing joint operating agreement.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever, subject to the exceptions, reservations, terms and conditions of this Conveyance.

Assignor also hereby transfers and assigns unto Assignee, its successors and assigns to the extent transferable under the terms thereby without the payment of additional monies, all of its rights under and by virtue of all covenants and warranties pertaining to the Properties, express or implied (including, without limitation, title warranties and manufacturers', suppliers' and contractors' warranties), that have heretofore been made by any of Assignor's predecessors in title, or by any third party manufacturers, suppliers and contractors, other than its affiliates (the "**Prior Covenants and Warranties**"). This Conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, in, to, under and by virtue of the Prior Covenants and Warranties and with full subrogation to all rights accruing under the statutes of limitation, prescription and repose under the laws of the applicable jurisdictions in relation to the Properties and all causes of action, rights of action or warranty of Assignor against all former owners of the Properties (other than its Affiliates).

SUBJECT TO THE PERMITTED ENCUMBRANCES, ASSIGNOR AGREES TO SPECIALLY WARRANT AND FOREVER DEFEND TITLE TO THE NET REVENUE INTERESTS AND WORKING INTERESTS AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

EXCEPT TO THE EXTENT OF ASSIGNOR'S RETAINED LIABILITIES (AS DEFINED IN EXHIBIT A) AND THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE, THE PROPERTIES ARE ASSIGNED AND CONVEYED AS-IS, WHERE-IS AND WITH ALL FAULTS, AND ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (D) FREEDOM FROM REDHIBITORY VICES OR DEFECTS. ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTIES BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTIES. THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO

EXTENDS TO THE EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, IT BEING UNDERSTOOD THAT ALL RESERVE, PRICE AND VALUE ESTIMATES UPON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL EVALUATION OF ASSIGNEE. ASSIGNEE WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF THE INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE PROPERTIES OR THIS CONVEYANCE (INCLUDING ANY DESCRIPTION OF THE PROPERTIES, WORKING INTERESTS OR NET REVENUE INTERESTS, QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY), PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, PRICING ASSUMPTIONS, ABILITY OR POTENTIAL FOR PRODUCTION OF HYDROCARBONS FROM THE LEASES, ENVIRONMENTAL CONDITION OF THE PROPERTIES OR ANY OTHER MATTERS CONTAINED IN ANY OTHER MATERIAL FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ITS AGENTS OR REPRESENTATIVES). ANY AND ALL SUCH INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE OR HEREAFTER FURNISHED BY ASSIGNOR IS PROVIDED AS A CONVENIENCE ONLY AND ANY RELIANCE ON OR USE OF SAME IS AT ASSIGNEE'S SOLE RISK. WITH RESPECT TO ANY EASEMENTS HEREBY ASSIGNED AND CONVEYED, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ANY WARRANTIES AND REPRESENTATIONS THAT ASSIGNOR OWNS THE EASEMENTS; AND ASSIGNOR EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS THAT SUCH EASEMENTS ARE IN FORCE AND EFFECT, THAT THEY MAY BE ASSIGNED, THAT THEY ARE CONTIGUOUS, THAT THE PIPELINES LIE WITHIN THE EASEMENTS, OR THAT THEY GRANT THE RIGHT TO LAY, MAINTAIN, REPAIR, REPLACE, OPERATE, CONSTRUCT, OR REMOVE ANY PIPELINES.

THERE ARE NO WARRANTIES OR REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THIS CONVEYANCE. ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER IS CONSPICUOUS.

Assignor hereby assigns to Assignee, to the extent so transferable, any right of Assignor to serve or to continue to serve as operator under applicable operating agreements covering any of the Properties.

Separate assignments of the Properties or portions thereof may be executed on separate forms by Assignor to Assignee in order to satisfy applicable statutory and/or governmental regulatory requirements. Such assignments, if any, shall be deemed to contain all of the rights, titles, interests, estates, warranties, powers and privileges and all limitations, disclaimers, waivers and restrictions thereby and exclusions therefrom, set forth herein as fully as though the same were set forth in each such assignment. In the event that any conflict or ambiguity exists between this Conveyance and any such assignment, the terms and provisions of this Conveyance

shall govern and be controlling. The properties, rights, titles interests and estates conveyed by any such assignment are the same, and not in addition to, the Properties conveyed herein.

Assignor shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer, and shall take such further action, if any, as may be necessary to convey and deliver the Properties to Assignee and to perfect Assignee's title thereto as contemplated hereby and by the Transfer Agreement.

Reference is made to **Exhibits A, B, C, C-1, C-2, and D** attached hereto and made a part hereof for all purposes (collectively called the "**Exhibits**"). References in the Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in the Exhibits are to the applicable real property, conveyance, or oil, gas and mineral lease records of the counties or parishes in which the Properties are located and in which records such documents are in fact recorded or in which records like documents are or in the past have been customarily recorded, whether Deed Records, Photo Records, Oil and Gas Records, Conveyance Records, Oil and Gas Lease Records, Official Records or other records.

This Conveyance is being executed in several original counterparts, all of which are identical except that, to facilitate filing and recording, counterparts to be filed and recorded in the appropriate records of each county or parish (other than the counterpart to be filed and recorded in the records of Sacramento County, California) have included in the Exhibits only the parts thereof containing the specific descriptions of the property located in said county or parish. Every counterpart of this Conveyance shall be deemed to be an original for all purposes, and all of the counterparts together shall constitute one and the same instrument. A counterpart of this Conveyance with the complete Exhibits thereto will be recorded in the appropriate records of Sacramento County, California. Each counterpart of this Conveyance containing less than all of the specific descriptions in the Exhibits include the omitted descriptions by reference to counterparts of the Conveyance containing all of the specific descriptions in the Exhibits.

The validity of this Conveyance with respect to title to real property shall be governed by and construed in accordance with the laws of the jurisdiction in which such property is located. All other matters with respect to this Conveyance, including, without limitation, the warranties contained herein and the remedies arising from such warranties, shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.

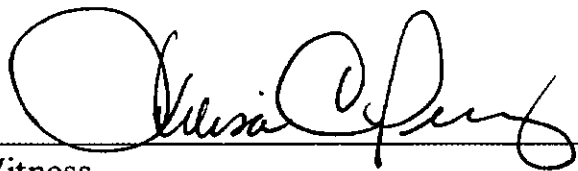
As used in this Conveyance, the words "include," "includes" and "including" will be deemed to be followed by "without limitation," pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Conveyance," "herein," "hereof," "hereunder" and words of similar import refer to this Conveyance as a whole and not to any particular portion hereof unless expressly so limited. The Exhibits are incorporated herein by reference and made a part hereof.

This Conveyance is made subject to the terms and provisions of that certain Transfer and Assumption Agreement dated July 7, 2005, between Calpine Corporation and Rosetta Resources

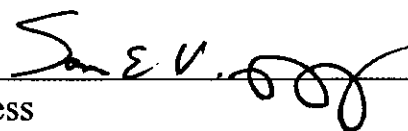
California, LLC, Rosetta Resources Offshore, LLC, Rosetta Resources Rockies, LLC and Rosetta Resources Texas, LP (herein called the "Transfer Agreement"). In the event any of the terms and provisions of this Conveyance conflict with the terms and provisions of the Transfer Agreement, the terms and conditions of the Transfer Agreement shall prevail.

This Conveyance shall bind and inure to the benefit of Assignor and Assignee and their respective successors, assigns and legal representatives. This Conveyance is executed in counterpart originals on the date shown in the acknowledgements attached hereto, is delivered on July 7, 2005, and is made effective as of the Effective Date.

Witnesses as to all signatures:



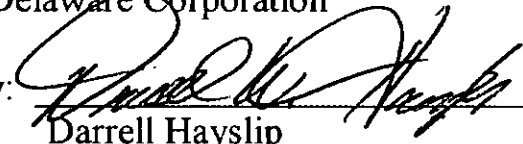
Witness




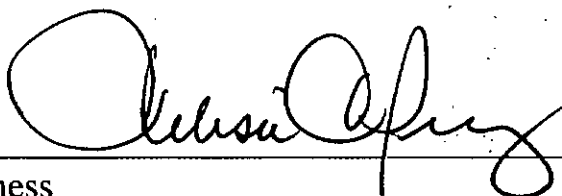
Witness

ASSIGNOR:

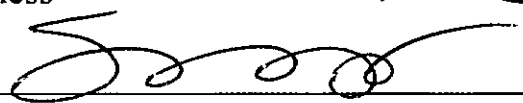
CALPINE CORPORATION,
a Delaware Corporation

By: 

Darrell Hayslip
Its: Senior Vice President 




Witness



Witness

ASSIGNEE:

ROSETTA RESOURCES CALIFORNIA,
LLC, a Delaware Limited Liability Company

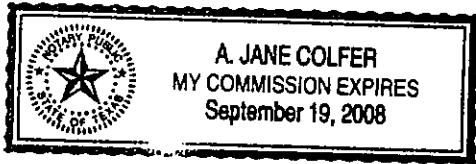
By: 

W. A. (Bill) Berilgen
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Darrell Hayslip, Senior Vice President of CALPINE CORPORATION, a Delaware corporation, on behalf of said corporation as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 20th day of July, 2005.



A. Jane Colfer
Notary Public, State of Texas

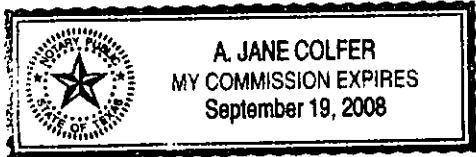
My Commission Expires:

9-19-08

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared W. A. (Bill) Berilgen, President of ROSETTA RESOURCES CALIFORNIA, LLC, a Delaware limited liability company, on behalf of said company as the act of such company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 20th day of July, 2005.



A. Jane Colfer
Notary Public, State of Texas

My Commission Expires:

9-19-08

Drafted by:
Ned Price
Thompson & Knight LLP
333 Clay, Suite 3300
Houston, Texas 77002

ATTACHMENTS

Exhibit A	Leases
Exhibit B	Non-Consent Leases
Exhibit C	Wells; Net Revenue Interests
Exhibit C-1	Non-Consent Wells; Net Revenue Interests
Exhibit C-2	Description of Rio Vista Gathering System
Exhibit D	Defined Terms

**EXHIBIT "A"
LEASES**

Prospect: Buckeye (04252)
 County: Colusa
 State: California
 Field: Buckeye

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
042521002001	1/31/1991	VICTOR M MCCULLOUGH ET AL	PETSEC ENERGY INC	689	381	
042521002002	2/11/1991	LOIS P KELLER	PETSEC ENERGY INC	689	376	
042521004000	3/15/1994	SACRAMENTO OUTING FARMS	AA PRODUCTION INC	94	1595	
042521005000	3/21/1994	DOHERTY FAMILY TRUST	AA PRODUCTION INC	94	1596	
042521006000	3/1/1994	MICHAEL V DOHERTY	AA PRODUCTION INC	94	1593	

EXHIBIT "A"
LEASES

Prospect: Montis Niger (04029)
 County: Colusa
 State: California
 Field: Montis Niger

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	LESSOR			BOOK	PAGE	ENTRY #
040291006000	6/16/1994	GERDA MARIE FAYE	GERDA MARIE FAYE	AA PRODUCTION INC	94	5315	94-005318
040291008000	6/16/1994	JACOB MEIER FRUCHTENICHT ET AL	JACOB MEIER FRUCHTENICHT ET AL	AA PRODUCTION INC	94	5318	94-005316
040291009000	6/16/1994	JACOB MEIER FRUCHTENICHT	JACOB MEIER FRUCHTENICHT	AA PRODUCTION INC	94	5316	
040291011000	6/16/1994	PHELAN REVOCABLE TRUST	PHELAN REVOCABLE TRUST	AA PRODUCTION INC	94	5317	

EXHIBIT "A"

LEASES

Prospect: Palm (04267)
 County: Contra Costa
 State: California
 Field: Palm

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING ENTRY #
042671005001	3/3/1997	FRANZ URBAN ET AL	AMERADA HESS CORPORATION	97-0219885
042671006001	12/6/1996	BARBARA G RIFKIN ET AL	AMERADA HESS CORPORATION	97-0219880
042671010000	4/1/2003	TRANSAMERICA MINERALS COMPANY	CALPINE CORPORATION	2003 0269313-00

EXHIBIT "A"
LEASES

Prospect: Rio Vista (04015)
County: Contra Costa
State: California
Field: Rio Vista

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040151060000	3/16/1938	D J JORDAN ET AL	STANDARD OIL COMPANY	464	226	
040151061000	2/28/1955	WM WALLACE MEIN JR ET AL	STANDARD OIL COMPANY	2549	332	
040151062000	9/15/1954	LEE E LAIRD ET AL	STANDARD OIL COMPANY	2399	331	53886
040151063001	6/2/1941	GUIDO BASSI ET AL	STANDARD OIL COMPANY	655	1	
040151063002	6/2/1941	HARRY C GRAY ET AL	STANDARD OIL COMPANY	654	1	
040151093000	8/19/1942	BANK OF RIO VISTA	STANDARD OIL COMPANY	631	63	
040151022000	6/1/1980	GLENN M FREEMAN ET AL TRS	CHEVRON USA INC	10675	369	
040151058000	10/13/1938	MARY VIEIRA ESTATE	STANDARD OIL COMPANY	472	379	
040151059000	8/17/1942	ROSA V FRANKO AKA FRANCO	STANDARD OIL COMPANY	700	61	
040154003001	2/10/1997	CALPINE NATURAL GAS LP	VINTAGE PETROLEUM INC	97	77764	
040154004001	9/15/1942	CALPINE NATURAL GAS LP	STANDARD OIL COMPANY OF CA	668	420	
040150054001	6/1/1948	CALPINE NATURAL GAS LP	STANDARD OIL COMPANY OF CA	1214	55	
040154006001	6/1/1948	CALPINE NATURAL GAS LP	STANDARD OIL COMPANY OF CA	1214	59	21500
CA016-21	10/9/1984	CITY OF ANTIOCH	GREAT WESTERN PIPELI			
		T2N-2E SEC 20				

EXHIBIT "A"
LEASES

Prospect: CNG Minerals (04027)
County: Fresno
State: California

LEASE #	LEASE		LESSEE	RECORDING		
	DATE	LESSOR		BOOK	PAGE	ENTRY #
040274004000	3/12/1945	C E ORTEN ET AL	AMERADA HESS CORPORATION	2261	48	
040274009000	3/4/1939	RICHARD C COOK ET UX	AMERADA HESS CORPORATION	1709	386	
040274011000	2/16/1940	G E RIPPERDAN ET UX	AMERADA HESS CORPORATION	1830	204	
040274013000	6/23/1940	BENJAMIN SMITH	AMERADA HESS CORPORATION	1843	73	
040274015000	4/25/1941	HOUCHIN AND BRADFORD ET AL	AMERADA HESS CORPORATION	2020	280	
040274016000	9/11/1941	HOUCHIN AND BRADFORD ET AL	AMERADA HESS CORPORATION	1986	35	
040274018000	6/11/1974	KETTLEMAN NORTH DOME ASSO	AMERADA HESS CORPORATION	1032	508	

EXHIBIT "A"
LEASES

Prospect: CNG Minerals (04027)
 County: Kern
 State: California

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040274005000	8/1/1955	GENERAL PETROLEUM CORP T30S-R21E SEC 5	AMERADA HESS CORPORATION	2486		
040274008000	8/1/1955	GENERAL PETROLEUM CORP PORTION OF LOT 63-A	AMERADA HESS CORPORATION	2486		
040274010000	6/29/1934	HILLMAN-LONG INC	AMERADA HESS CORPORATION	530	362	

EXHIBIT "A"
LEASES

Prospect: CNG Minerals (04027)
County: Kings
State: California

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING	
				BOOK	PAGE ENTRY #
040274000000	6/9/1937	PINE & CO			
		T21S-R19E SECS 15, 21, 22, 28, 32 & 33; T22S-R19E SECS 5, 9 & 16			
040274001000	11/4/1974	PINE & CO		1039	894
040274002000	11/4/1974	PINE & CO			
		T22S-R19E SEC 6			
040274006000	11/1/1974	PINE & CO	AMERADA HESS CORPORATION	1039	357
040274007000	2/6/1975	STANDARD OIL CO OF CALIF	AMERADA HESS CORPORATION	1045	357
040274017000	6/19/1957	F G ANDERSON	AMERADA HESS CORPORATION	696	264

EXHIBIT "A"
LEASES

Prospect: Rio Vista (04015)
County: Sacramento
State: California
Field: Rio Vista

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	DATE			BOOK	PAGE	ENTRY #
040151007000	6/2/1941	CAROLINE TOTMAN ET AL	CAROLINE TOTMAN ET AL	AMERADA PETROLEUM CORPORATION	880	432	11878
40151008000	4/12/1941	JOHN F WILCOX	JOHN F WILCOX	AMERADA PETROLEUM CORPORATION	880	289	10111
040151016000	4/8/1941	MAX KUHN ET AL	MAX KUHN ET AL	AMERADA PETROLEUM CORPORATION	880	209	9582
040151018000	12/9/1935	NIELS C ANDERSON	NIELS C ANDERSON	AMERADA PETROLEUM CORPORATION	562	127	
040151020000	9/28/1938	JENNIE M TERSCHUREN ET AL	JENNIE M TERSCHUREN ET AL	STANDARD OIL COMPANY	725	140	
040151021000	6/28/1938	J E SILVA ET AL	J E SILVA ET AL	THE TEXAS COMPANY	692	427	
040151023000	6/25/1938	JOHN CORREIA ET AL	JOHN CORREIA ET AL	THE TEXAS COMPANY	692	418	
040151024000	11/1/1938	GOLDEN STATE ASPARAGUS COMPANY	GOLDEN STATE ASPARAGUS COMPANY	STANDARD OIL COMPANY	725	39	
040151025000	7/22/1938	SCHUH ESTATE ET AL	SCHUH ESTATE ET AL	STANDARD OIL COMPANY	725	87	
040151026000	2/19/1960	GIUSEPPE ROSELLINI ET UX	GIUSEPPE ROSELLINI ET UX	BRAZOS OIL AND GAS COMPANY	1804	10	
040151027000	7/25/1958	ESTATE OF EDGAR TURNER JR DEC	ESTATE OF EDGAR TURNER JR DEC	STANDARD OIL COMPANY	3570	545	61421
040151028000	11/26/1937	HORACE D TOWNE ET AL	HORACE D TOWNE ET AL	STANDARD OIL COMPANY	677	489	
040151030000	7/5/1938	CALIFORNIA LANDS	CALIFORNIA LANDS	AMERADA PETROLEUM CORPORATION	736	122	
040151032000	5/16/1938	THOMAS MCCORMACK ET UX	THOMAS MCCORMACK ET UX	STANDARD OIL COMPANY	692	189	
040151034000	6/12/1939	SACRAMENTO & SAN JOAQUIN D T4N-R3E SEC 31	SACRAMENTO & SAN JOAQUIN D T4N-R3E SEC 31	NATURAL GAS CORP OF CALIFORNIA			
040151035000	7/1/1939	SACRAMENTO & SAN JOAQUIN D D	SACRAMENTO & SAN JOAQUIN D D	STANDARD OIL COMPANY	677	489	
040151038000	4/1/1941	JOHN FITCH WILCOX ET AL	JOHN FITCH WILCOX ET AL	AMERADA PETROLEUM CORPORATION	880	270	
040151046000	6/28/1938	VICTOR BAROFALDI ET UX	VICTOR BAROFALDI ET UX	AMERADA PETROLEUM CORPORATION	757	70	9937
040151049000	12/23/1935	CLARA H MCCORMACK ET AL (1)	CLARA H MCCORMACK ET AL (1)	LON V SMITH	562	21	
040151050000	12/7/1935	THOMAS MCCORMACK ET UX (2)	THOMAS MCCORMACK ET UX (2)	LON V SMITH	539	493	
040151053000	6/27/1938	FRANK A HODAPP ET AL	FRANK A HODAPP ET AL	STANDARD OIL COMPANY	692	360	13383
040151055000	6/4/1938	J VEIERA DA CRUZ ET UX	J VEIERA DA CRUZ ET UX	NATURAL GAS CORP OF CALIFORNIA	692	208	
040151057000	6/16/1938	N CAMPI ET UX	N CAMPI ET UX	THE TEXAS COMPANY	692	312	

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040151065000	5/14/1938	OULTON LAND COMPANY	STANDARD OIL COMPANY	692	216	-
040151070000	3/30/1939	MARY ELLEN WOODWARD ETAL	THE TEXAS COMPANY	677	405	-
040151080000	3/3/1938	PETER J HUTH ETUX	THE TEXAS COMPANY	677	209	-
040151090000	3/16/1938	JOHN T GREENE ET UX	THE TEXAS COMPANY	677	458	-
040151091000	1/16/1945	J F WILCOX ET AL	NATURAL GAS CORP OF CALIFORNIA	1121	381	-
040159002000	6/19/1974	NETTIE WELLS T4N-R3E SEC 29	AMERADA HESS CORPORATION			
040159003000	4/22/1993	RECLAMATION DISTRICT #551 T5N-R4E SEC 24	AMERADA HESS CORPORATION			
040159004000	1/12/1999	BURROWS P HAMILTON ET AL	AMERADA HESS CORPORATION			9902101322
040159005000	2/24/1999	JOSEPH G PESTANO	AMERADA HESS CORPORATION			9903021487
040151095000	1/30/1945	JAMES R MCCORMICK ET AL	NATURAL GAS CORPORATION	1121	383	-
040159008000	7/20/2001	CHEVRON USA INC ET AL T3N-R3E SECS 2-12, 18, 19 & 20; T4N-R3E SECS 33 & 34	CALPINE NATURAL GAS			
040159009000	3/10/2003	CHEVRON USA INC T4N-R3E SEC 32	CALPINE CORPORATION			
040159010000	4/2/2004	CHEVRON USA INC T3N-R3E SEC 5	CALPINE CORPORATION			

(1) But only as to 60.0% of Calpine Corporation's interest

(2) But only as to 25.0% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Rio Vista Deep (04016)
County: Sacramento
State: California
Field: Rio Vista

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040161002000	6/9/1995	TEXACO EXPLORATION AND PRO	CHEVRON USA INC	1995		08071166
040161003000	10/2/1996	TEXACO EXPLORATION AND PRO	CHEVRON USA INC	1996		12051190
040161006000	5/6/1935	MARGARET COOK HAMILTON (1)	AMERADA PETROLEUM CORPORATION	143	2	
040161007000	3/29/1935	FLORENCE H DETERDING (2)	AMERADA PETROLEUM CORPORATION	151	17	
040161008000	3/29/1935	MARGARET COOK HAMILTON (1)	AMERADA PETROLEUM CORPORATION	151	77	
040164000000	10/1/2001	CALPINE NATURAL GAS CO	CALPINE CORPORATION	2001		10180674
040169003000	4/26/1996	BRANNAN REALTY INC	BRANNAN REALTY INC			
040169004000	6/21/1938	J F WILCOX ET AL	PORTIONS OF SWAMP LANDS SURVEYS NOS. 346, 655 & 656, SACRAMENTO SURVEY ON BRANNAN ISLAND	772	20	
			JOHN F WILCOX ET AL			

(1) But only as to 67.0% of Calpine Corporation's interest

(2) But only as to 59.0% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Rio Vista North (04244)
 County: Sacramento
 State: California
 Field: Rio Vista North

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	LESSOR			BOOK	PAGE	ENTRY #
042441006000	3/27/2000	PUMP HOUSE RANCHES ET AL	SHERIDAN CALIFORNIA	20010112	1012		
042441007000	3/27/2000	PUMP HOUSE RANCHES ET AL	SHERIDAN CALIFORNIA	20010112	1015		
042441010000	10/11/2000	FAY RANCH INC	CALPINE NATURAL GAS	20010309	1036		

EXHIBIT "A"
LEASES

Prospect: Ryer Island (04022)
 County: Sacramento
 State: California
 Field: Ryer Island

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING ENTRY #
040221010000	6/19/1995	DEMATEI AND CO INC ET AL	LONETREE ENERGY INC	9701301438

EXHIBIT "A"
LEASES

Prospect: Thornton (04289)
 County: Sacramento
 State: California
 Field: Thornton

LEASE #	LEASE DATE	LESSOR	LESSEE	BOOK	PAGE	ENTRY #
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042891010000	6/1/2003	TRANSAMERICA MINERALS COMPANY	CALPINE CORPORATION	20030910	0746	
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EXHIBIT "A"
LEASES

Prospect: Bunker (04018)
County: Solano
State: California
Field: Bunker

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	LESSOR			BOOK	PAGE	ENTRY #
040181000000	4/13/1959	ALECIA C ANDERSON	UNION OIL CO OF CALI	984	638		
040181001000	6/11/1955	HAZEL B CARTER ET VIR	AMERADA PETROLEUM CORPORATION	778	48	13304	
040181002000	7/8/1955	CYRUS RAYN JR ESTATE	AMERADA PETROLEUM CORPORATION	779	173	13769	
040181003000	6/8/1955	W E RAYN ET UX	AMERADA PETROLEUM CORPORATION	778	637	13603	
040181004000	8/9/1955	G J HORIGAN ET AL	AMERADA PETROLEUM CORPORATION	782	353	15135	
040181005000	9/24/1951	CLARENCE L PARKER ET UX	AMERADA PETROLEUM CORPORATION	597	476	13617	
040181006000	1/20/1952	DAVID COMBER ET UX	AMERADA PETROLEUM CORPORATION	609	503		
040181007000	12/8/1988	CECELIA H MORGAN	FULLER OIL COMPANY			890019009	
040181008001	2/22/1989	MATHEW ROCHA ET UX	FULLER OIL COMPANY			890022011	
040181008002	2/22/1989	WILLIAM COMBER	FULLER OIL COMPANY			890022014	
040181008003	5/12/1989	EMILIO M R OSMENA ET UX	FULLER OIL COMPANY			890075977	
040181008004	7/5/1990	ANTONIO Y A GARCIA	FULLER OIL COMPANY			900067241	
040181009000	12/8/1988	JESSIE A RAYN ET AL	FULLER OIL COMPANY			890019008	
040181011000	7/16/1957	CLARENCE A LUTTGES ET UX	THE TEXAS COMPANY	896	149		
040181013000	5/25/1952	O P FLORETH	AMERADA PETROLEUM CORPORATION	627	17	8901	
040181014000	6/4/1966	J MCELWAINE	AMERADA PETROLEUM CORPORATION	829	178	8920	
040184001001	6/8/1966	CALPINE CORPORATION	AMERADA PETROLEUM CO	1342	516	16219	
040188000000	3/3/1989	MABEL PEDRICK	RIO DELTA RESOURCES	89-03-14		890015017	
040188001000	2/27/1989	RAYMOND E MCELWAINE EST	RUSSELL H GREEN JR			89005161	
040188002000	12/10/1979	ROSS HANNA ET UX	RUSSELL H GREEN JR	65358	109908	143-10-05	
040188003001	3/22/1982	NORMAN & BARBARA O'KEEFFE	TRI-VALLEY OIL & GAS	1982	29323		

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040188004001	10/7/1985	GEORGE DERNER JR	CAPITOL OIL CORPORATION	1986	106	
040188005001	5/3/1988	HENRY ELLWOOD PETERS JR	CAPITOL OIL CORPORATION	1988	57097	
040188005002	6/9/1989	TONY G BRAZIL ET AL	CAPITOL OIL CORPORATION			890047424
040188006001	6/14/1989	ISABEL A KADANE	CAPITOL OIL CORPORATION			890056686
040188007001	9/26/1985	WESLEY R WOODEN ET UX	CAPITOL OIL CORPORATION	1985	92828	
040188008001	2/12/1979	WESLEY R WOODEN ET UX	CAPITOL OIL CORPORATION	1979	15307	
040188009001	7/5/1997	MOBIL EXPLORATION & PROD T6N-R2E SECS 20 & 21	AMERADA HESS CORPORATION			
040188010001	6/4/1959	CAMPBELL RANCH	UNION OIL CO OF CALIFORNIA	984	512	
040188011001	6/7/1959	LEO P CICCARELLI ET AL	UNION OIL CO OF CALIFORNIA	985	476	
040188012001	8/16/1988	HENRY ELLWOOD PETERS ETAL	CAPITOL OIL CORPORATION	1988	113609	
040188012002	8/16/1988	JEAN IRIART TRUST ET AL	CAPITOL OIL CORPORATION	1988	113609	
040188013001	11/10/1989	LEO P CICCARELLI ET UX	CAPITOL OIL CORPORATION			890081977
040189000000	2/24/1981	HAROLD E ROBBEN JR	RUSSELL H GREEN JR	17293	10013	
040189001000	3/25/1991	ESTATE OF DAVID C COMBER	AMERADA HESS CORPORATION			910019218
040189002000	4/1/1991	SUSAN CALESTINI ET AL	AMERADA HESS CORPORATION			1992 15768
040189004000	2/14/1992	SUSAN CALESTINI ET AL	AMERADA HESS CORPORATION			9200015766
040189005000	4/4/1985	JESSIE A RAYN ET AL	AMERADA HESS CORPORATION	47092		
040189006000	8/6/1963	DAVID COMBER ET UX	AMERADA HESS CORPORATION	723		
040189007000	1/9/2001	SOLANO CO TRANSPORTATION T6N-R1E SEC 13	CAPITOL OIL CORPORATION			

**EXHIBIT "A"
LEASES**

Prospect: Cache Slough (04291)
 County: Solano
 State: California
 Field: Cache Slough

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	LESSOR			BOOK	PAGE	ENTRY #
042911000000	4/5/2004	ST CA PRC 8525	CASTLE MINERALS INC				200400064901
042912000000	5/13/1937	CALIFORNIA PACKING CORP	STANDARD OIL COMPANY		171	173	

EXHIBIT "A"
LEASES

Prospect: Elkhorn Slough (04019)
 County: Solano
 State: California
 Field: Elkhorn Slough

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING ENTRY #
040191000000	1/18/1991	RIO MINERALS	FULLER OIL COMPANY	1991 00019819
040191001000	8/7/1991	THE GLADYS COMPANY INC	FULLER OIL COMPANY	1992 00041613
040191002000	8/7/1991	LEWIS NIXON	FULLER OIL COMPANY	1992 00041614
040191003001	8/7/1991	THE GLADYS COMPANY INC	FULLER OIL COMPANY	1992 00041615
040191003002	8/7/1991	LEWIS NIXON	FULLER OIL COMPANY	1992 00041616
040191004000	1/18/1991	RIO MINERALS	FULLER OIL COMPANY	1991 00019825
040191005000	12/13/1990	THE GLADYS COMPANY, INC	FULLER OIL COMPANY	1991 00023753
040199001000	3/16/1993	ANN M VOLZ ET AL	AMERADA HESS CORPORATION	
040191006000	10/26/94	T5N-R4E SEC 23 <i>Islands Incorporated</i>	<i>ENRON oil & Gas Co</i>	<i>1994 00099757</i>
040191007000	10/26/94	<i>Islands Incorporated</i>	<i>ENRON oil & Gas Co</i>	<i>1994 00099760</i>

EXHIBIT "A"
LEASES

Prospect: Lindsey Slough (04014)
 County: Solano
 State: California
 Field: Lindsey Slough

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE				BOOK	PAGE	ENTRY #
040141002001	1/8/1999		EMERY EDWARD CHURCH ET AL (1)	SHERIDAN ENERGY INC			99-30756
040141002002	1/8/1999		MARK CHURCH 81 REV TR ETAL (1)	SHERIDAN ENERGY INC			99-36516
040141001000	1/14/1954		PETERSEN ESTATE COMPANY	UNION OIL CO OF CALIFORNIA	708	406	
040141005001	10/25/1999		ALLAN HAPPE	ROMARA ENERGY INC			99-97973
040141005002	10/25/1999		WAYNE SMITH	ROMARA ENERGY INC			99-98037
040141005003	10/25/1999		HAZEL HAPPE	ROMARA ENERGY INC			99-98038
040141005004	10/25/1999		RHETA HOUSMAN	ROMARA ENERGY INC			99-98039
040141005005	10/25/1999		CAROLE LYNN	ROMARA ENERGY INC			99-98040
040141007000	11/9/1953		THE PETERSEN ESTATE CO	HUMBLE OIL & REFINING	720	407	
040141008000	9/23/1977		HASTINGS ASSOCIATES	MCCULLOCH OIL AND GAS	1277	2062	

(1) But only as to 20% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Maine Prairie (04017)
 County: Solano
 State: California
 Field: Maine Prairie

LEASE #	LEASE		LESSEE	RECORDING		
	DATE	LESSOR		BOOK	PAGE	ENTRY #
040171000000	6/1/1951	BLM CA-044167 (SACRAMENTO)	IRWIN RUBENSTEIN			044197
040171007000	2/3/1951	HENRY ELWOOD PETERS	AMERADA PETROLEUM CORPORATION	514	381	5173
040171009000	12/3/1950	NORMA L MILLER	CASTLE MINERALS INC		9000	99371
040177000000	10/13/1961	ST OF CA COMPENSATORY ROYALTY T5N-R2E SECS 1-3, 22, 26, 27 & 34-36	AMERADA PETROLEUM CORPORATION			
040174001000	2/18/1941	SOLANO CO TITLE COMPANY	AMERADA PETROLEUM CORPORATION	229	284	
040174002000	3/7/1941	RECLAMATION DISTRICT 2068	AMERADA PETROLEUM CORPORATION	225	28	
040179000000	4/6/1987	NORMA L MILLER T5N-R2E SEC 4	AMERADA PETROLEUM CORPORATION			

EXHIBIT "A"
LEASES

Prospect: Rio Vista (04015)
County: Solano
State: California
Field: Rio Vista

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040151001000	9/15/1931	PERRY ANDERSON (1)	STANDARD OIL COMPANY	84	176	
040151002000	5/13/1937	CALIFORNIA PACKING CORP	STANDARD OIL COMPANY	171	173	
040151003000	5/6/1935	MARGARET COOK HAMILTON (1)	AMERADA PETROLEUM CO	143	2	
040151004000	6/27/1940	COUNTY OF SOLANO	AMERADA PETROLEUM CORPORATION	215	437	
040151005000	12/29/1937	CALIFORNIA PACKING CORP	AMERADA PETROLEUM CORPORATION	1300	119	
040151006000	7/28/1964	RUTH FRASER	AMERADA PETROLEUM CORPORATION	1307	645	32351
040151008000	9/30/1938	JOSEPH SERPA ET UX	BISHOP OIL COMPANY	191	571	
040151009000	9/28/1938	CHARLES H FILBERT ET AL	BISHOP OIL COMPANY	191	559	
040151010000	7/1/1941	HENRY SCHOLTING ET AL	WILLIAM A FORD	248	549	
040151011000	7/2/1947	STANLEY SLAWEK ET UX	STANDARD OIL COMPANY	404	351	
040151012000	9/1/1948	RIO VISTA LODGE 180	STANDARD OIL COMPANY	474	64	1-247
040151013000	6/22/1943	CITY OF RIO VISTA ET AL	STANDARD OIL COMPANY	408	386	
040151014000	10/6/1938	W A ELLIOTT ET UX	BISHOP OIL COMPANY	190	134	
040151017000	2/11/1935	MICHAEL MCCORMICK ET UX	AMERADA PETROLEUM CORPORATION	151	1	4134
040151019000	7/1/1942	USA EXECUTIVE ORDER 9087 (2)	AMERADA PETROLEUM CORPORATION			
		T3N-R2E SEC 1; T3N-R3E SEC 6; T4N-R2E SEC 36; T4N-R3E SECS 17, 20 & 30				
040151029000	4/17/1939	SACRAMENTO & SAN JOAQUIN	AMERADA PETROLEUM CORPORATION			
		T4N-R3E SEC. 20				
040151033000	7/8/1938	THOMAS MCCORMACK ET AL	NATURAL GAS CORPORATION	190	336	
040151036000	9/14/1935	JAMES MAYHOOD ET UX	AMERADA PETROLEUM CORPORATION	148	13	3908
040151037000	5/28/1935	EDWARD DROUIN	AMERADA PETROLEUM CORPORATION	151	72	4147
040151039000	6/28/1937	JOHN C HAMILTON ET AL	AMERADA PETROLEUM CORPORATION	184	285	1659
040151040000	3/29/1935	MARGARET COOK HAMILTON (3)	AMERADA PETROLEUM CORPORATION	151	77	
040151041000	9/14/1936	ERNEST D MAYHOOD ET UX	AMERADA PETROLEUM CORPORATION	149	14	
040151042000	3/28/1936	SACRAMENTO AND SAN JOAQUIN	HILLMAN-LONG INC	157	192	

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040151043000	2/11/1935	JOSEPH SERPA ET UX	AMERADA PETROLEUM CORPORATION	161	7	4135
040151044000	2/11/1935	JOSEPH J MARKS ET UX	AMERADA PETROLEUM CORPORATION	151	162	
040151045000	2/11/1935	ARTHUR R EMIGH ET UX	AMERADA PETROLEUM CORPORATION	151	157	
040151047000	10/19/1937	ELIZABETH CARPENTER	AMERADA PETROLEUM CORPORATION	195	3	5052
040151048000	3/29/1936	FLORENCE H DETERDING (2)	AMERADA PETROLEUM CORPORATION	151	17	4137
040151051000	3/20/1935	THEREZA C TRIGUEIRO	AMERADA PETROLEUM CORPORATION	151	34	
040151054000	12/7/1943	JENNIE G KALBER ET AL	STANDARD OIL COMPANY	297	273	
040151055000	9/22/1944	JOHN KOLKO ET UX ET AL	STANDARD OIL COMPANY	299	400	
040151064000	3/11/1938	ELBERT S EGBERT ET AL	NATURAL GAS CORP OF CA	184	468	
040151094000	1/6/1938	JAMES E SULLIVAN ET AL	NATURAL GAS CORP OF CA	165	283	
040151096000	7/6/1944	MARY L DEVORE ET AL	STANDARD OIL COMPANY	304 (303)	482 (388)	
040154000001	12/18/1952	STANDARD OIL COMPANY OF CALIF	AMERADA PETROLEUM CO	578	243	
040154001001	1/17/1986	WILLIAM J MAYHOOD	AMERADA HESS CORPORA	6313	12351	
040154002001	12/18/1952	STANDARD OIL OF CALIFORNIA	AMERADA PETROLEUM CO	578	249	
040154007001	1/31/2002	CALPINE CORPORATION	STANDARD OIL COMPANY			
040159011000	5/1/2003	T4N-R2E SEC 25 & 36; T4N-R3E SECS 30 & 31 MARGARET MARY DETERDING	CALPINE NATURAL GAS			
040159000000	12/1/1950	T4N-R2E SEC 36 SAMUEL A HANSON ET AL	STANDARD OIL COMPANY	569	477	
040159001000	9/15/1931	PERRY ANDERSON HEIRS	STANDARD OIL COMPANY	84	176	
040159005000	11/1/1980	HAROLD A EMIGH	AMERADA HESS CORPORATION	3908	2143	
040159007000	1/12/1960	RIO VISTA JOINT UNION HIGH	AMERADA PETROLEUM CORPORATION			

A PORTION OF A TRACT OF LAND IN THE CITY OF RIO VISTA DESCRIBED IN A DEED FROM JOHN E DONNELLY TO JOHN E DONNELLY ET UX RECORDED 4/6/39 IN BOOK 197, PAGE 437, INSTRUMENT NO 2077.

- (1) But only as to 67.0% of Calpine Corporation's interest
- (2) But only as to 69.0% of Calpine Corporation's interest
- (3) But only as to 71.0% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Rio Vista Deep (04016)
 County: Solano
 State: California
 Field: Rio Vista

LEASE #	LEASE		LESSOR	LESSEE	RECORDING		
	DATE	LESSOR			BOOK	PAGE	ENTRY #
040161005000	9/16/1931	PERRY ANDERSON (1)	PERRY ANDERSON (1)	STANDARD OIL COMPANY	84	176	
040169000000	10/2/1989	PERRY ANDERSON HEIRS (1) T3N-R2E SEC 2	PERRY ANDERSON HEIRS (1)	CHEVRON USA INC			
040169005000	6/18/1941	THEREZA C TRIGUEIRO	THEREZA C TRIGUEIRO	STANDARD OIL COMPANY	245	134	
040169010000	6/11/2002	DANIEL R MAHONEY ET UX T4N-R2E SEC 27	DANIEL R MAHONEY ET UX	CALPINE NATURAL GAS			

(1) But only as to 67.0% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Rio Vista North (04244)
 County: Solano
 State: California
 Field: Rio Vista North

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
042441002000	7/11/2000	ELSIE DIANDA ET AL	SHERIDAN CALIFORNIA	20010112	1013	
042441003001	4/24/2000	CHARLES LAMBERSON JR ET AL	SHERIDAN CALIFORNIA	2001	00002964	
042441003002	4/24/2000	SUSAN LAMBERSON BERKAN	SHERIDAN CALIFORNIA	2001	00002965	
042441003003	4/24/2000	ALONZO & M WELLMAN LIVING	SHERIDAN CALIFORNIA	2001	0002966	
042441011001	7/5/2000	MARGARET MARY DETERDING ET AL (1)	CALPINE NATURAL GAS	2001	00117818	
042441011002	7/5/2000	KIM HAMILTON	CALPINE NATURAL GAS	2002	00055328	
042441012001	8/1/2000	ROBERT K FERGUSON ET AL (1)	CALPINE NATURAL GAS	2001	00117817	
042441012002	8/1/2000	KIIM HAMILTON	CALPINE NATURAL GAS	2004	15308	

(1) But only as to 55% of Calpine Corporation's interest

EXHIBIT "A"
LEASES

Prospect: Ryer Island (04022)
 County: Solano
 State: California
 Field: Ryer Island

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING ENTRY #
040221000001	3/24/1999	ALBERT J MARTINELLI	SHERIDAN CALIFORNIA ENERGY INC	9900042800
040221000002	3/24/1999	JOHN MARTINELLI ET UX	SHERIDAN CALIFORNIA ENERGY INC	9900042797
040221002000	3/29/1999	1994 KERCEHVAL REV FAM TST	SHERIDAN CALIFORNIA ENERGY INC	9900042798
040221007000	6/1/1998	MORESCO 1983 REV TRST ETAL	AMERADA HESS CORPORATION	98-66197
040221009000	6/7/1999	RAYMOND G MORESCO ET AL	SHERIDAN CALIFORNIA ENERGY INC	9900071934

EXHIBIT "A"
LEASES

Prospect: Montis Niger (04029)
 County: Sutter
 State: California
 Field: Montis Niger

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040291002000	3/18/1993	PUTAH FARMS	BLACK MOUNTAIN OIL CO	1550	605	8909
040291003000	4/1/1996	HOWALD FARMS	MONTIS NIGER INC			199605316
040291010001	4/12/1993	JOHN R HENLE	STOCKDALE OIL & GAS	1580	123	19321
040291010002	4/12/1993	BARBARA J TRAYNHAM R	STOCKDALE OIL & GAS	1580	117	19320
040291012000	11/30/1993	YOSUBA FARMS	AA PRODUCTION SERVICE	1626	399	
040291013000	6/13/1994	YOSUBA FARMS	AA PRODUCTION SERVICE	1652	74	
CA016-26	10/28/1997	L DAVID RAI	PETROLEUM PROPERTIES			97159864

EXHIBIT "A"
LEASES

Prospect: CNG Minerals (04027)
 County: Tulare
 State: California

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING BOOK	PAGE	ENTRY #
040274012000	12/31/1929	C B WRIGHTSMAN	AMERADA HESS CORPORATION	392	290	13461

EXHIBIT "A"
LEASES

Prospect: Buckeye (04252)
County: Yolo
State: California
Field: Buckeye

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING ENTRY #
042522000000	10/30/1995	HAYES FAMILY TRUST	AA PRODUCTION SERVICE	39512 950025665

EXHIBIT "A"
LEASES

Prospect: CNG Minerals (04027)
County: Yolo
State: California

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING BOOK	PAGE	ENTRY #
040274014000	5/8/1943	RECLAMATION DISTRICT 2068	AMERADA HESS CORPORATION	205	88	3269

EXHIBIT "A"
LEASES

Prospect: Montis Niger (04029)
 County: Yolo
 State: California
 Field: Montis Niger

LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDING		
				BOOK	PAGE	ENTRY #
040292000000	10/30/1995	HAYES FAMILY TRUST	AA PRODUCTION SERVICE	95	25665	
040299000000	5/11/1995	GARRETT B SCHAAD T12N-R1W SEC 1	MONTIS NIGER INC			

EXHIBIT B

STATE	COUNTY	CNG LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDED BOOK	PAGE	ENTRY NO	CONSENT STATUS	% consent needed
CA	SOLANO	040141002001	1/8/1999	EMERY EDWARD CHURCH ET AL	SHERIDAN ENERGY INC			99-30756	PNC	80%
CA	SOLANO	040141002002	1/8/1999	MARK CHURCH 91 REV TR ETAL	SHERIDAN ENERGY INC			99-36516	PNC	100%
CA	SOLANO	040141003000	1/10/1998	PETERSEN MINERAL POOL	PETERSEN PRODUCTION	98		00099890	NC	100%
CA	SOLANO	040141004000	1/1/1996	PETERSEN MINERAL POOL	PETERSEN PRODUCTION	98		00000068	NC	100%
CA	SOLANO	040141006000	4/20/2000	DIXON MINERAL PARTNERSHIP	PETERSEN PRODUCTION	00		00033311	NC	100%
CA	SOLANO	040149000000	7/15/1991	JOHN & MARIE CRONIN TRUST	AMERADA HESS CORPORA	NOT RECORDED			NC	100%
CA	SOLANO	040151001000	9/15/1931	PERRY ANDERSON	STANDARD OIL COMPANY	84	176		PNC	33%
CA	SOLANO	040151003000	5/6/1935	MARGARET COOK HAMILTON	AMERADA PETROLEUM CO	143	2		PNC	33%
CA	SOLANO	040151019000	7/1/1942	USA EXECUTIVE ORDER 9087	AMERADA PETROLEUM CO	NOT RECORDED			PNC	40%
CA	SOLANO	040151040000	3/29/1935	MARGARET COOK HAMILTON	AMERADA PETROLEUM CO	151	77		PNC	29.37%
CA	SOLANO	040151048000	3/29/1935	FLORENCE H DETERDING	AMERADA PETROLEUM CO	151	17	4137	PNC	34.62%
CA	SOLANO	040151097000	12/20/1963	ST CA NO 415.1	STANDARD OIL COMPANY				NC	100%
CA	SOLANO	040161005000	9/15/1931	PERRY ANDERSON	STANDARD OIL COMPANY	84	176		PNC	33%
CA	SOLANO	040169000000	10/2/1989	PERRY ANDERSON HEIRS(easement)	CHEYRON USA INC					
CA	SOLANO	042441011001	7/5/2000	MARGARET MARY DETERDING ET	CALPINE NATURAL GAS	2001		00117818	PNC	45%
CA	SOLANO	042441012001	8/1/2000	ROBERT K FERGUSON ET AL	CALPINE NATURAL GAS	2001		00117817	PNC	42%

EXHIBIT B

STATE	COUNTY	CNG LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDED BOOK	PAGE	ENTRY NO.	CONSENT STATUS	% consent needed
CA	CONTRA COSTA	042671005001	3/3/1997	FRANZ URBAN ET AL	AMERADA HESS CORPORA				NC	100%

EXHIBIT B

STATE	COUNTY	CNG LEASE #	LEASE DATE	LESSOR	LESSEE	BOOK	RECORDED PAGE	ENTRY NO	CONSENT STATUS	% consent needed
CA	SACRAMENTO	040151049000	12/23/1935	CLARA H MCCORMACK ET AL	LON V SMITH	562	21		PNC	30%
CA	SACRAMENTO	040151050000	12/27/1935	THOMAS MCCORMACK ET UX	LON V SMITH	539	493		PNC	75%
CA	SACRAMENTO	040151052000	6/3/1940	STATE LANDS COMMISSION 415.1	STANDARD OIL COMPANY				NC	100%
CA	SACRAMENTO	040151092000	11/20/1935	SACRAMENTO AND SAN JOAQUIN	LON V SMITH	582	409	10150139	NC	100%
CA	SACRAMENTO	040161004001	9/5/2001	TEXACO EXPLORATION AND PRO	CALPINE NATURAL GAS	2001			PNC	33%
CA	SACRAMENTO	040161006000	5/6/1935	MARGARET COOK HAMILTON	AMERADA PETROLEUM CO	143	2		PNC	41%
CA	SACRAMENTO	040161007000	3/29/1935	FLORENCE H DETERDING	AMERADA PETROLEUM CO	151	17		PNC	33%
CA	SACRAMENTO	040161008000	3/29/1935	MARGARET COOK HAMILTON	AMERADA PETROLEUM CO	151	77		NC	100%
CA	SACRAMENTO	040161009000	11/20/1935	SACRAMENTO AND SAN JOAQUIN	LON V SMITH	582	409		NC	100%
CA	SACRAMENTO	040169006000	8/27/1997	CHEVRON USA INC (easement)	VINTAGE PETROLEUM IN			9801230722	NC	100%
CA	SACRAMENTO	040169007000	8/27/1997	CHEVRON USA INC (easement)	VINTAGE PETROLEUM IN			9801230721	NC	100%
CA	SACRAMENTO	040169008000	8/27/1997	CHEVRON USA INC (easement)	VINTAGE PETROLEUM IN			9801230720	NC	100%
CA	SACRAMENTO	040169011000	12/1/2004	DEPARTMENT OF THE ARMY (row)	CALPINE NATURAL GAS				NC	100%
CA	SACRAMENTO	040169012000	12/1/2004	DEPARTMENT OF THE ARMY (ROW)	CALPINE NATURAL GAS				NC	100%

EXHIBIT B.

STATE	COUNTY	CNO LEASE #	LEASE DATE	LESSOR	LESSEE	RECORDED BOOK	PAGE	ENTRY NO	CONSENT STATUS	% consent needed
CA	YOLO	040281001000	2/1/1996	FRANK D MONCKTON	MONTIS NIGER INC	96		27748	NC	100%

EXHIBIT C

Preamble

The following abbreviations used in "Schedule C" attached to this cover page of Exhibit "C" shall have the meaning ascribed to them below:

"APO" means after payout under the applicable agreement(s)

"BPO" means before payout under the applicable agreement(s)

"NSA " means Netherland, Sewell & Associates, Inc.

"WI" means working interest, but not the defined term "Working Interest" as defined in the Conveyance

"REV" means net revenue interest, but not the defined term "Net Revenue Interest" as defined in the Conveyance

SCHEDULE C

Sacramento County, California

WELLS AND NET REVENUE INTERESTS

ST	COUNTY	PROSPECT	RIO VISTA	WELL NO.	WELL NAME	API#	NRI		WI	
							BPO	APO	BPO	APO
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1565	RIO VISTA GAS UNIT				1	0.8367202
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1627	RVGU 001 ANDRUS #1	04-067-00045	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1625	RVGU 005-1 BI U #9	04-067-00054	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1632	RVGU 009-3 MIDLAND #13	04-067-00079	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1634	RVGU 011 ANDRUS #4	04-067-00048	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1635	RVGU 012 BI U #3	04-067-00049	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1640	RVGU 019 MIDLAND #8	04-067-00076	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1641	RVGU 020-2 MIDLAND #9	04-067-00077	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1642	RVGU 024 TERSCHUREN #4	04-067-00103	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1643	RVGU 025 TERSCHUREN #5	04-067-00104	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1651	RVGU 043-1 COOK #5	04-067-00057	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1652	RVGU 044 PETER COOK #7	04-067-00059	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1666	RVGU 069 KUHN COMMUNITY #1	04-067-00062	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1620	RVGU 070 KUHN COMMUNITY #2	04-067-00063	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1667	RVGU 071 KUHN COMMUNITY #4	04-067-00065	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1668	RVGU 072 LARSEN #1	04-067-00067	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1671	RVGU 079 T MCCORMICK #1	04-067-00070	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1672	RVGU 080 MCCOR-SHAFFER #1	04-067-00069	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1676	RVGU 084 MIDLAND FEE #3	04-067-00055	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1677	RVGU 085 MIDLAND FEE #4	04-067-00056	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1678	RVGU 086 REC BOARD #1	04-067-00085	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1679	RVGU 087 REC BOARD #3	04-067-00087	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1680	RVGU 088 STATE #1	04-067-00088	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1682	RVGU 090 STATE #3	04-067-00089	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1684	RVGU 092 STATE #7	04-067-00092	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1685	RVGU 093 RIO VISTA STATE #9	04-067-00094	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1686	RVGU 094-3 STATE #10U	04-067-00095	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1694	RVGU 108 TWITCHELL #1	04-067-00105	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1695	RVGU 109 UPHAM #1	04-067-00108	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1696	RVGU 111 WELCH #1	04-067-00111	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1697	RVGU 112 WELCH #2	04-067-00112	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1698	RVGU 113 WELCH #3	04-067-00113	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1700	RVGU 115 WELCH #10	04-067-00120	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1701	RVGU 116 WILCOX COMMUNITY #1	04-067-00121	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1702	RVGU 117 WILCOX #3	04-067-00123	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1703	RVGU 118 WILCOX COMMUNITY #5L	04-067-00125	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1619	RVGU 118 WILCOX COMMUNITY #5U	04-067-00125	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1704	RVGU 120 W&R COMMUNITY #3	04-067-00129	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1708	RVGU 124 PETER COOK #6	04-067-00058	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1877	RVGU 125-1 PETER COOK 10L	04-067-00060	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1718	RVGU 137 KUHN COMMUNITY #3	04-067-00064	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1621	RVGU 138-2 KUHN COMMUNITY #5	04-067-00066	0.8291		1	0.8291
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1722	RVGU 142-1 MCCOR LARSEN U #1	04-067-00068	0.8291		1	0.8291

SCHEDULE C

ST	COUNTY	PROSPECT		WELL NO.	WELL NAME	API#	NRI		WI		
		RIO VISTA	RIO VISTA GAS				BPO	APO	BPO	APO	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1724	RVGU 145 MIDLAND FEE #6	04-067-00073		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2318	RVGU 146L MIDLAND FEE #12L	04-067-00080		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1726	RVGU 147 REC BOARD #2	04-067-00086		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1727	RVGU 148-1 RIO VISTA STATE #5	04-067-00090		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1728	RVGU 149-1 RIO VISTA STATE #6	04-067-00091		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1729	RVGU 150 STATE #8	04-067-00093		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1731	RVGU 153 SCHNELL UNIT #3L	04-067-00098		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1732	RVGU 154 SCHNELL UNIT #4	04-067-00099		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1733	RVGU 155 SCHNELL UNIT #5	04-067-00101		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1735	RVGU 158-1 TWITCHELL FEE #2	04-067-00106		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1736	RVGU 159 TWITCHELL FEE #3	04-067-00107		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1737	RVGU 160 UPHAM #3	04-067-00110		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1738	RVGU 161 WELCH #5	04-067-00115		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1739	RVGU 162-1 WELCH #6U	04-067-00116		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1741	RVGU 163 WELCH #7L	04-067-00117		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1742	RVGU 164 WELCH #8	04-067-00118		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1743	RVGU 165 WELCH #9	04-067-00119		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1744	RVGU 166 WILCOX COM #2	04-067-00122		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1745	RVGU 167-1 WILCOX COM #4	04-067-00124		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1746	RVGU 169 W&R #2	04-067-00128		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1747	RVGU 170-2 WILCOX #6U	04-067-00126		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1749	RVGU 172 MIDLAND #14	04-067-00082		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1751	RVGU 173-1 SCHNELL UNIT #6L	04-067-00101		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1752	RVGU 175 MIDLAND #15	04-067-00081		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1756	RVGU 178 STATE #16U	04-067-20042		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1622	RVGU 198 KUHN #198	04-067-20306		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1623	RVGU 199 KUHN #6	04-067-20319		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1624	RVGU 200 WILCOX COM #9	04-067-20313		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1945	RVGU 205 TWITCHELL BRANNAN #4	04-067-20310		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2170	RVGU 208 TWITCHELL BRANNAN 3L	04-067-20314		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2103	RVGU 208 TWITCHELL BRANNAN 3U	04-067-20314		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2550	RVGU 209 L	04-067-20652		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2401	RVGU 209U	04-067-20352		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2740	RVGU 212	04-067-20357		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2704	RVGU 214A	04-067-20363		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2682	RVGU 215	04-067-20353		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2741	RVGU 216	04-067-20358		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2680	RVGU 217	04-067-20354		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2545	RVGU 221 TWITCHELL BRANNAN 2	04-067-20303		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2602	RVGU 222 RIO VISTA ST #20	04-067-20225		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	4540	RVGU 224 TWITCHELL BRANNAN #5	04-095-21179		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	3853	RVGU 225	04-067-20367		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2702	RVGU 226	04-067-20360		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	4052	RVGU 228	04-067-20366		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2746	RVGU 230	04-067-20362		0.8291			
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	3718	RVGU 236	04-067-20371		0.8291			

SCHEDULE C

ST	COUNTY	PROSPECT		WELL NO.	WELL NAME	API#	NRI		WI	
		RIO VISTA	RIO VISTA GAS				BPO	APO	BPO	APO
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2761	RVGU 237	04-067-20367	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	3864	RVGU 238	04-067-20377	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2867	RVGU 239	04-067-20372	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	2662	RVGU 241 REC BOARD #4	04-067-20021	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	4760	RVGU 246	04-067-20389	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	4866	RVGU 247 TB 6 #1U	04-067-20391	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	4972	RVGU 248	04-067-20392	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	5262	RVGU 252	04-067-20396	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	5602	RVGU 255	04-067-20401	1	0.8291	1	
CA	SACRAMENTO	RIO VISTA	RIO VISTA GAS	1633	RVGU 010 TERSCHUREN #1	04-067-00102	1	0.8279	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	2663	RECLAMATION BOARD 10	04-067-20247	1	0.78	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	5902	RIO VISTA DEEP PSEUDO UNIT		0	0	0	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4850	RIO VISTA STATE # 25	04-067-20127	1	0.6923671	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	5272	RIO VISTA STATE #19	04-067-20391	1	0.5	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	5039	RVGU 247 TB 6 #1L	04-067-20369	1	1	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	2766	WELCH #11	04-067-20379	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	3909	WELCH #12	04-067-20379	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4098	WELCH #12L	04-067-20329	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4097	WELCH #12U	04-067-20329	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	3777	WELCH #14	04-067-20374	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	3933	WELCH #14L	04-067-20374	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4046	WELCH #14U	04-067-20374	1	0.9	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	3761	WELCH #15	04-067-20373	1	1	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4110	WELCH #16	04-067-20380	1	1	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4190	WELCH #16-L	04-067-20380	1	1	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	4189	WELCH #16-U	04-067-20380	1	1	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	1581	WILCOX #10	04-067-20326	1	0.875	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	1802	WILCOX COMMUNITY 7-1U	04-067-20049	1	0.875	1	
CA	SACRAMENTO	RIO VISTA DEEP	RIO VISTA GAS	1803	WILCOX COMMUNITY 7L	04-067-20049	1	0.875	1	

EXHIBIT "C-1"

NSA Number	State	Field	WELL NAME	LEASE NUMBER	LEASE NAME	Non-Consent
800550	CA	LINDSEY SLOUGH GAS	N WILLOW SPRGS 1-1	040141002001	EMERY EDWARD CHURCH ET AL	80.00%
005026	CA	LINDSEY SLOUGH GAS	CHURCH 1-11 K1	040141002001,002	EMERY EDWARD CHURCH ET AL & MARK CHURCH 81 REV TR ETAL	80.00%
801041	CA	LINDSEY SLOUGH GAS	CHURCH 1-11 SI	040141002001,002	EMERY EDWARD CHURCH ET AL & MARK CHURCH 81 REV TR ETAL	80.00%
801113	CA	LINDSEY SLOUGH GAS	CHURCH 1-11 SI	040141002001,002	EMERY EDWARD CHURCH ET AL & MARK CHURCH 81 REV TR ETAL	80.00%
801016	CA	LINDSEY SLOUGH GAS	ARPE 1	040141003000	PETERSON MIN POOL	100.00%
801015	CA	LINDSEY SLOUGH GAS	ARPE 3	040141003000	PETERSON MIN POOL	100.00%
811508	CA	LINDSEY SLOUGH GAS	BLACKBIRD 1	040141003000	PETERSON MIN POOL	100.00%
811501	CA	LINDSEY SLOUGH GAS	JDP 1	040141003000	PETERSON MIN POOL	100.00%
811502	CA	LINDSEY SLOUGH GAS	JDP 2	040141003000	PETERSON MIN POOL	100.00%
811503	CA	LINDSEY SLOUGH GAS	JDP 3	040141003000	PETERSON MIN POOL	100.00%
801117	CA	LINDSEY SLOUGH GAS	PAC 34-1	040141003000	PETERSON MIN POOL	100.00%
801116	CA	LINDSEY SLOUGH GAS	PAC 34-2 SI	040141003000	PETERSON MIN POOL	100.00%
811507	CA	LINDSEY SLOUGH GAS	PAC 34-3	040141003000	PETERSON MIN POOL	100.00%
005036	CA	LINDSEY SLOUGH GAS	PAC 34-4	040141003000	PETERSON MIN POOL	100.00%
005037	CA	LINDSEY SLOUGH GAS	PAC 34-4 BP	040141003000	PETERSON MIN POOL	100.00%
800073	CA	LINDSEY SLOUGH GAS	PETERSON EST 1-27	040141003000	PETERSON MIN POOL	100.00%
801511	CA	LINDSEY SLOUGH GAS	PETERSON EST 3-22	040141003000	PETERSON MIN POOL	100.00%
801500	CA	LINDSEY SLOUGH GAS	LEE ANNE 1	040141004000	PETERSON MIN POOL	100.00%
811500	CA	LINDSEY SLOUGH GAS	LEE ANNE 2	040141004000	PETERSON MIN POOL	100.00%
811504	CA	LINDSEY SLOUGH GAS	LEE ANNE 3	040141004000	PETERSON MIN POOL	100.00%
801502	CA	LINDSEY SLOUGH GAS	PETERSON EST 1	040141004000	PETERSON MIN POOL	100.00%
801504	CA	LINDSEY SLOUGH GAS	PETERSON EST 15	040141004000	PETERSON MIN POOL	100.00%
801506	CA	LINDSEY SLOUGH GAS	PTRSN UN 1-2 SI	040141004000	PETERSON MIN POOL	100.00%
800108	CA	LINDSEY SLOUGH GAS	PTRSN UN 1-6	040141004000	PETERSON MIN POOL	100.00%
801505	CA	LINDSEY SLOUGH GAS	PTRSN UN 1-11	040141004000	PETERSON MIN POOL	100.00%
801509	CA	LINDSEY SLOUGH GAS	S O S 1	040141004000	PETERSON MIN POOL	100.00%
801115	CA	LINDSEY SLOUGH GAS	PAC 3-1	040141006000	DIXON MINERAL PARTNERSHIP	100.00%
801155	CA	LINDSEY SLOUGH GAS	PAC 3-3	040141006000	DIXON MINERAL PARTNERSHIP	100.00%
801013	CA	LINDSEY SLOUGH GAS	UNION-PETERSEN E 1	040141006000	DIXON MINERAL PARTNERSHIP	100.00%
801014	CA	LINDSEY SLOUGH GAS	UNION-PETERSEN E 3	040141006000	DIXON MINERAL PARTNERSHIP	100.00%
833601	CA	RIO VISTA GAS	P ANDRSN 14 NRTN	040151001000	PERRY ANDERSON HEIRS	33.00%

EXHIBIT "C-1"

NSA Number	State	Field	WELL NAME	LEASE NUMBER	LEASE NAME	Non-Consent
810020	CA	RIO VISTA GAS	P ANDRSN 32	040151001000	PERRY ANDERSON HEIRS	33.00%
800163	CA	RIO VISTA GAS	RVGU 32 EMIGH	040151001000	PERRY ANDERSON HEIRS	33.00%
800500	CA	RIO VISTA GAS	RVGU 33 LWR CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
802013	CA	RIO VISTA GAS	RVGU 121 UP R CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
800178	CA	RIO VISTA GAS	RVGU 122 CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
803509	CA	RIO VISTA GAS	RVGU 122 UP R CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
800180	CA	RIO VISTA GAS	RVGU 141 HAMIL	040151001000	PERRY ANDERSON HEIRS	33.00%
802033	CA	RIO VISTA GAS	RVGU 141 LWR CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
800158	CA	RIO VISTA GAS	RVGU 180 HAMIL	040151001000	PERRY ANDERSON HEIRS	33.00%
801614	CA	RIO VISTA GAS	RVGU 203 LWR CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
833071	CA	RIO VISTA GAS	RVGU 203 NRTN	040151001000	PERRY ANDERSON HEIRS	33.00%
802224	CA	RIO VISTA GAS	RVGU 211 EMIGH	040151001000	PERRY ANDERSON HEIRS	33.00%
801617	CA	RIO VISTA GAS	RVGU 223 LWR CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
833600	CA	RIO VISTA GAS	RVGU 244 LWR CAPAY	040151001000	PERRY ANDERSON HEIRS	33.00%
800199	CA	RIO VISTA GAS	RVGU 135 HAMIL	040151003000	MARGARET COOK HAMILTON	33.00%
800183	CA	RIO VISTA GAS	RVGU 136 HAMIL	040151003000	MARGARET COOK HAMILTON	33.00%
800208	CA	RIO VISTA GAS	RVGU 87 EMIGH SI	040151019000	USA	41.00%
802055	CA	RIO VISTA GAS	RVGU 87 NRTN	040151019000	USA	41.00%
803607	CA	RIO VISTA GAS	RVGU 214A UP CAPAY	040151019000	USA	41.00%
800168	CA	RIO VISTA GAS	RVGU 126 HAMIL	040151048000	FLORENCE H DETERDING	41.00%
810016	CA	RIO VISTA GAS	RVGU 176 EMIGH	040151048000	FLORENCE H DETERDING	41.00%
800153	CA	RIO VISTA GAS	RVGU 176 HAMIL SI	040151048000	FLORENCE H DETERDING	41.00%
802079	CA	RIO VISTA GAS	RVGU 176 NRTN	040151048000	FLORENCE H DETERDING	41.00%
600021	CA	RIO VISTA GAS	RVGU 227 HAMILTON	040151048000	FLORENCE H DETERDING	41.00%
800188	CA	RIO VISTA GAS	RVGU 71 EMIGH	040151049000	CLARA MCCORMACK	40.00%
800157	CA	RIO VISTA GAS	RVGU 72 MARK SI	040151049000	CLARA MCCORMACK	40.00%
802051	CA	RIO VISTA GAS	RVGU 72 NRTN	040151049000	CLARA MCCORMACK	40.00%
800506	CA	RIO VISTA GAS	RVGU 72 UP R CAPAY	040151049000	CLARA MCCORMACK	40.00%
800172	CA	RIO VISTA GAS	RVGU 142 CAPAY SI	040151049000	CLARA MCCORMACK	40.00%
803523	CA	RIO VISTA GAS	RVGU 230 U/L CAPAY	040151049000	CLARA MCCORMACK	40.00%
800179	CA	RIO VISTA GAS	RVGU 158 CAPAY	040151050000	THOMAS MCCORMACK ET AL	75.00%
802071	CA	RIO VISTA GAS	RVGU 147 NRTN	040151092000	SSJDD	100.00%
803507	CA	RIO VISTA GAS	RVGU 147 UP R CAPAY	040151092000	SSJDD	100.00%

EXHIBIT "C-1"

NSA Number	State	Field	WELL NAME	LEASE NUMBER	LEASE NAME	Non-Consent
803603	CA	RIO VISTA GAS	RVGU 212L LW CAPAY	040151092000	SSJDD	100.00%
803521	CA	RIO VISTA GAS	RVGU 212U UP CAPAY	040151092000	SSJDD	100.00%
803550	CA	RIO VISTA GAS	RVGU 241 CAPAY	040151092000	SSJDD	100.00%
803605	CA	RIO VISTA GAS	RVGU 241 EMIGH F	040151092000	SSJDD	100.00%
801603	CA	RIO VISTA DEEP	WELCH 11 MRMK	040161004001	TEXACO EXPLORATION AND PRO	100.00%
803702	CA	RIO VISTA DEEP	WELCH 12 LWR M8	040161004001	TEXACO EXPLORATION AND PRO	100.00%
801650	CA	RIO VISTA DEEP	WELCH 12 MCRMK	040161004001	TEXACO EXPLORATION AND PRO	100.00%
821650	CA	RIO VISTA DEEP	WELCH 12 MRTNZ	040161004001	TEXACO EXPLORATION AND PRO	100.00%
801606	CA	RIO VISTA DEEP	WELCH 14 MRMK	040161004001	TEXACO EXPLORATION AND PRO	100.00%
803389	CA	RIO VISTA DEEP	WELCH 14 UP MRTNZ	040161004001	TEXACO EXPLORATION AND PRO	100.00%
800389	CA	RIO VISTA DEEP	WELCH 14U MRTNZ	040161004001	TEXACO EXPLORATION AND PRO	100.00%
803560	CA	RIO VISTA GAS	WELCH 12 UPR CAPAY	040161004001	TEXACO EXPLORATION AND PRO	100.00%
803561	CA	RIO VISTA GAS	WELCH 14 UPR CAPAY	040161004001	TEXACO EXPLORATION AND PRO	100.00%
800512	CA	RIO VISTA DEEP	RV STATE 22	040161005000	PERRY ANDERSON	33.00%
800608	CA	RIO VISTA DEEP	RV STATE 22 HAMIL	040161005000	PERRY ANDERSON	33.00%
800516	CA	RIO VISTA DEEP	RV STATE 23 SI	040161005000	PERRY ANDERSON	33.00%
800702	CA	RIO VISTA DEEP	RV STATE LOC 1	040161005000	PERRY ANDERSON	33.00%
800703	CA	RIO VISTA DEEP	RV STATE LOC 2	040161005000	PERRY ANDERSON	33.00%
801063	CA	RIO VISTA DEEP	NEIL HAMILTON 4	040161006000	MARGARET COOK HAMILTON	33.00%
800444	CA	RIO VISTA DEEP	NEIL HAMILTON 4M	040161006000	MARGARET COOK HAMILTON	33.00%
801064	CA	RIO VISTA DEEP	NEIL HAMILTON 5	040161006000	MARGARET COOK HAMILTON	33.00%
803612	CA	RIO VISTA DEEP	DETERDING 2 MART	040161007000	FLORENCE H DETERDING	41.00%
801157	CA	RIO VISTA DEEP	DETERDING 6	040161007000	FLORENCE H DETERDING	41.00%
801057	CA	RIO VISTA DEEP	F H DETERDING 3	040161007000	FLORENCE H DETERDING	41.00%
801071	CA	RIO VISTA DEEP	F H DETERDING 4	040161007000	FLORENCE H DETERDING	41.00%
800426	CA	RIO VISTA DEEP	F H DETERDING 4M	040161007000	FLORENCE H DETERDING	41.00%
801060	CA	RIO VISTA DEEP	M C HAMILTON 5	040161008000	MARGARET COOK HAMILTON	33.00%
800514	CA	RIO VISTA DEEP	RV STATE 11	040161009000	SACRAMENTO AND SAN JOAQUIN	100.00%
800515	CA	RIO VISTA DEEP	RV STATE 15	040161009000	SACRAMENTO AND SAN JOAQUIN	100.00%
800606	CA	RIO VISTA DEEP	RV STATE 15 MGNS	040161009000	SACRAMENTO AND SAN JOAQUIN	100.00%
800517	CA	RIO VISTA DEEP	RV STATE 18 SI	040161009000	SACRAMENTO AND SAN JOAQUIN	100.00%
800513	CA	RIO VISTA DEEP	RV STATE 20 SI	040161009000	SACRAMENTO AND SAN JOAQUIN	100.00%
800602	CA	RIO VISTA DEEP	P ANDRSN 11 MRMK	040169000000	PERRY ANDERSON HEIRS	33.00%

EXHIBIT "C-1"

NSA Number	State	Field	WELL NAME	LEASE NUMBER	LEASE NAME	Non-Consent
800603	CA	RIO VISTA DEEP	P ANDRSN 11 MRTNZ	040169000000	PERRY ANDERSON HEIRS	33.00%
800600	CA	RIO VISTA DEEP	P ANDRSN 13 MGNS	040169000000	PERRY ANDERSON HEIRS	33.00%
900505	CA	RIO VISTA DEEP	P ANDRSN 13 SI	040169000000	PERRY ANDERSON HEIRS	33.00%
900511	CA	RIO VISTA DEEP	P ANDRSN 14	040169000000	PERRY ANDERSON HEIRS	33.00%
800601	CA	RIO VISTA DEEP	P ANDRSN 14 MGNS	040169000000	PERRY ANDERSON HEIRS	33.00%
900510	CA	RIO VISTA DEEP	P ANDRSN 18	040169000000	PERRY ANDERSON HEIRS	33.00%
900509	CA	RIO VISTA DEEP	P ANDRSN 26	040169000000	PERRY ANDERSON HEIRS	33.00%
900460	CA	RIO VISTA DEEP	P ANDRSN 29	040169000000	PERRY ANDERSON HEIRS	33.00%
900508	CA	RIO VISTA DEEP	P ANDRSN 30	040169000000	PERRY ANDERSON HEIRS	33.00%
900501	CA	RIO VISTA DEEP	P ANDRSN 36	040169000000	PERRY ANDERSON HEIRS	33.00%
900506	CA	RIO VISTA DEEP	P ANDRSN 38	040169000000	PERRY ANDERSON HEIRS	33.00%
900507	CA	RIO VISTA DEEP	P ANDRSN 41	040169000000	PERRY ANDERSON HEIRS	33.00%
800605	CA	RIO VISTA DEEP	P ANDRSN 41 MGNS	040169000000	PERRY ANDERSON HEIRS	33.00%
900502	CA	RIO VISTA DEEP	P ANDRSN 52	040169000000	PERRY ANDERSON HEIRS	33.00%
800700	CA	RIO VISTA DEEP	P ANDRSN LOC 1	040169000000	PERRY ANDERSON HEIRS	33.00%
800701	CA	RIO VISTA DEEP	P ANDRSN LOC 2	040169000000	PERRY ANDERSON HEIRS	33.00%
800016	CA	MONTIS NIGER	MONCKTON 7-6	040291001000	FRANK D MONCKTON	100.00%
005032	CA	MONTIS NIGER	DRIVER 1-30	042521003000	GARY W DRIVER	100.00%

EXHIBIT C-2
RIO VISTA GAS GATHERING SYSTEM
DESCRIPTION OF LANDS:

Township 3 North, Range 3 East, MDBM

Section 4: NWNW

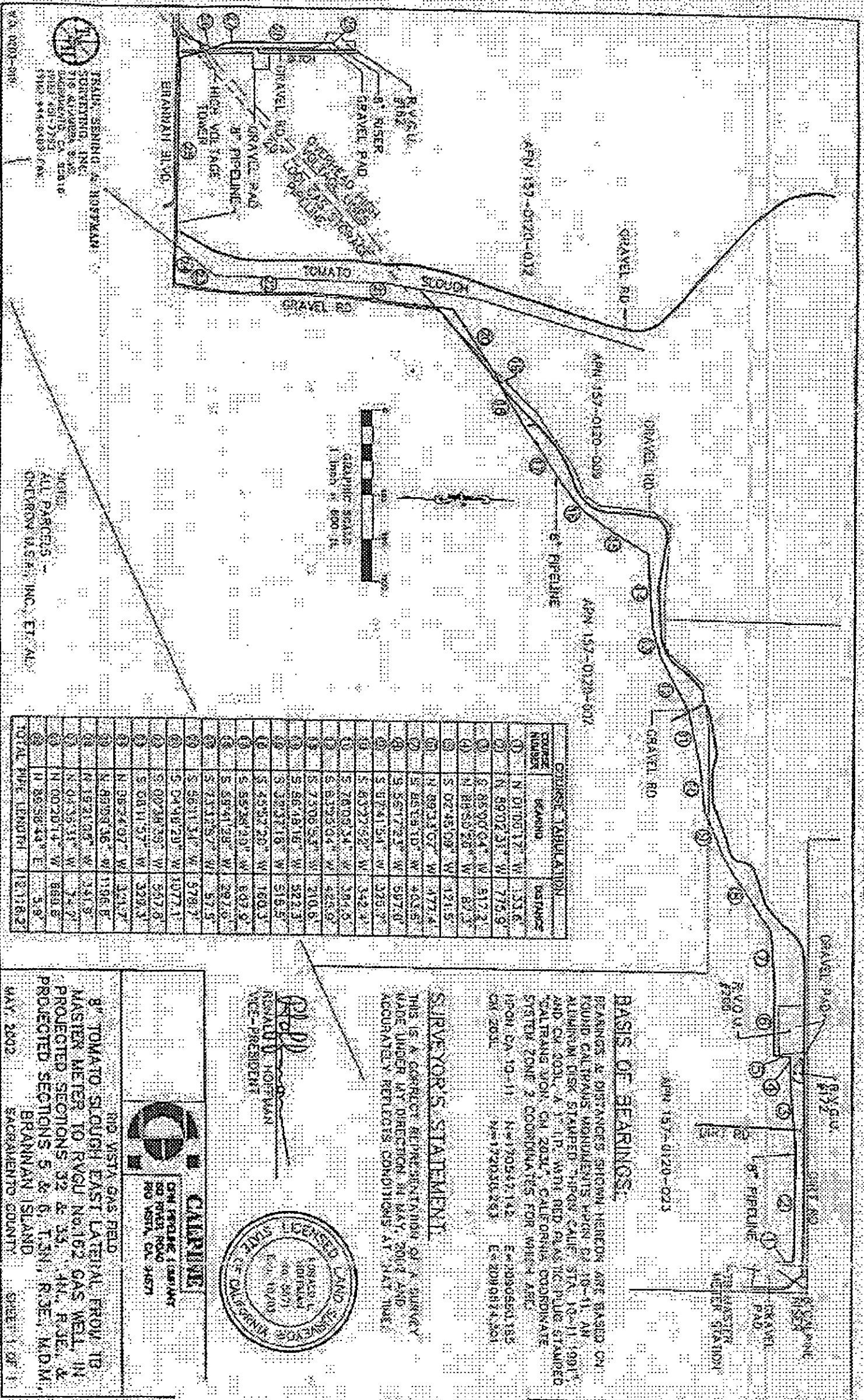
Section 5: NE, NESE, NESW

Township 4 North, Range 3 East, MDBM

Section 32: SESE

Section 33: S/2S/2

Sacramento County, California



COURSE NUMBER	BEARING	DISTANCE
1	N 01°00'12" W	133.6'
2	N 89°02'33" W	775.9'
3	S 85°00'54" W	517.2'
4	N 88°50'28" W	87.3'
5	S 02°45'09" W	121.5'
6	N 89°33'07" W	477.4'
7	S 85°54'10" W	403.5'
8	S 85°17'23" W	597.4'
9	S 87°41'54" W	225.3'
10	S 83°27'52" W	342.2'
11	S 78°08'34" W	304.5'
12	S 83°28'04" W	425.9'
13	S 73°08'53" W	310.5'
14	S 86°18'18" W	522.3'
15	S 32°33'18" W	515.5'
16	S 45°33'20" W	180.3'
17	S 55°28'10" W	807.2'
18	S 55°41'29" W	282.0'
19	S 33°13'57" W	51.5'
20	S 56°11'34" W	578.2'
21	S 04°48'29" W	1077.1'
22	S 07°24'39" W	257.6'
23	S 08°11'57" W	328.3'
24	N 05°24'07" W	131.7'
25	N 89°09'36" W	1196.5'
26	N 85°21'28" W	341.5'
27	N 04°39'31" W	74.7'
28	N 00°20'14" W	881.5'
29	N 88°50'43" E	5.8'
TOTAL PIPE LENGTH		12118.2'

BASIS OF BEARINGS:

BEARINGS & DISTANCES SHOWN HERON ARE BASED ON KNOWN CALIFORNIA MONUMENTS BEGIN 22-10-11, AN ALUMINUM DISK STAMPED "TPOW CALL STA. 10-11 (201)" AND ON 2001, A 1" I.P. WITH RED PLASTIC PLUG STAMPED "CALTRANS MON. ON 2001", CALIFORNIA COORDINATE SYSTEM ZONE 3 COORDINATES FOR WELL 4 ARE:
 N=170547.142 E=208651.155
 W=172030.253 E=208953.204
 MAY 2002

SURVEYOR'S STATEMENT:

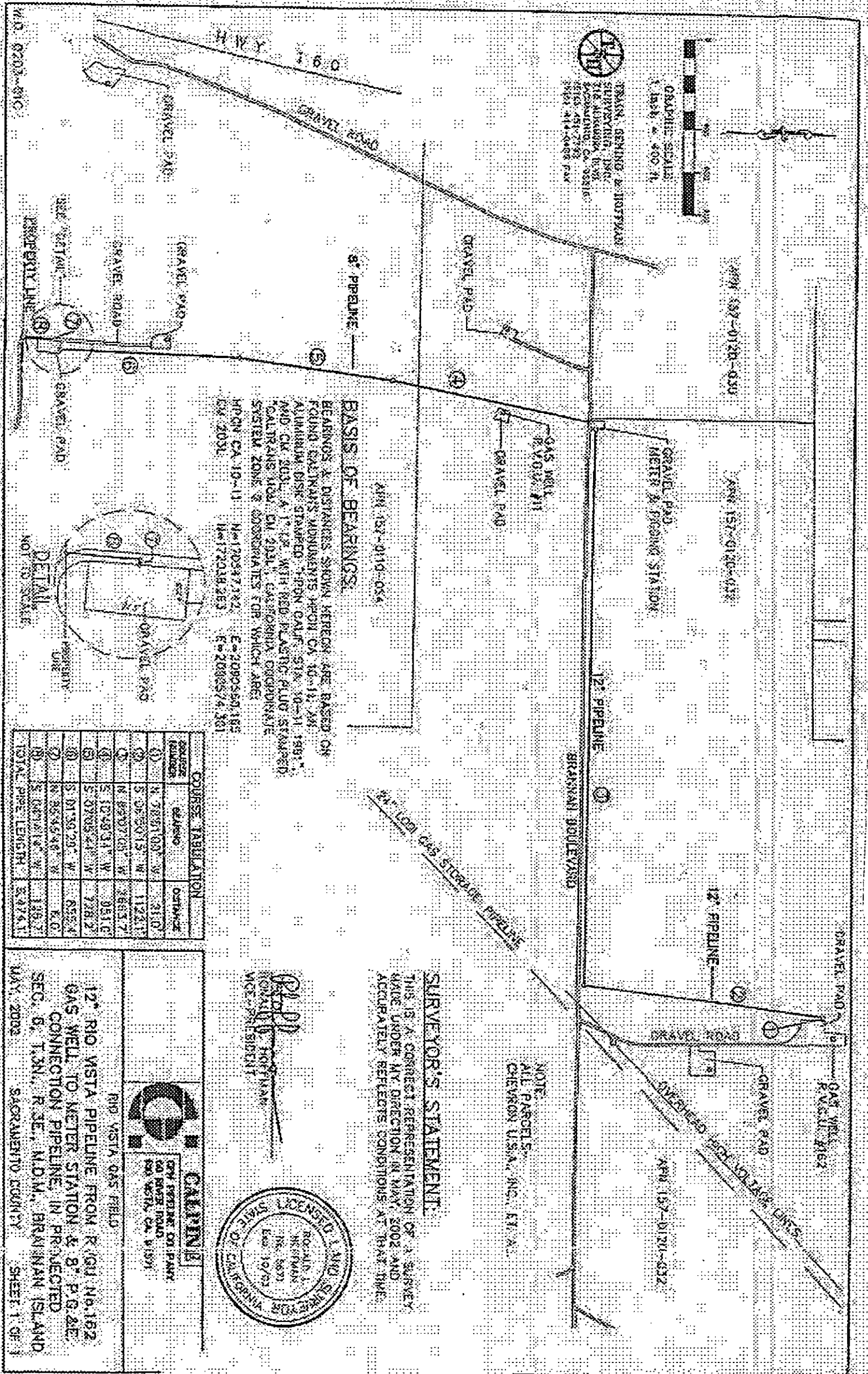
THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION IN MAY, 2002 AND ACCURATELY REFLECTS CONDITIONS AT THAT TIME.

[Signature]
 RONALD J. HORTSMAN
 VICE-PRESIDENT

[Seal]
 R. J. HORTSMAN
 SURVEYOR
 STATE OF CALIFORNIA
 NO. 10240

CALPINE
 ON-LEASE GAS FIELD
 8" TOMATO SLOUGH EAST LATERAL FROM TB MASTER HETER TO RYCU NO.162 GAS WELL, IN PROJECTED SECTIONS 32 & 33, 4th, R. 3E, & PROJECTED SECTIONS 5 & 6, T. 38N, R. 3E, M.D.M., BRANNAN ISLAND SACRAMENTO COUNTY, SHEET 1 OF 1
 MAY, 2002

ESKIN, SEMING & HORTSMAN
 SURVEYING, INC.
 315 QUINCY ST., SUITE 200
 SACRAMENTO, CA 95818
 (916) 461-2251
 (916) 444-8888 FAX



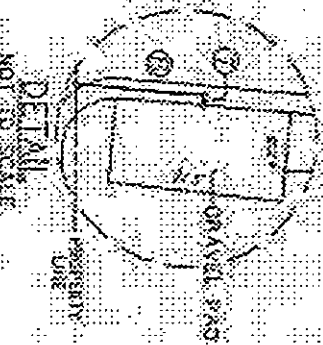
GRAPHIC SCALE:
1 Inch = 400 Ft.

BRANNAN, GEMING & HOFFMAN
SURVEYING, INC.
1100 KULDEVA WAY
SACRAMENTO, CA 95816
TEL: 916-277-7733
FAX: 916-277-9882

8\"/>

12\"/>

12\"/>



COURSE TABULATION			
STATION	BEARING	DISTANCE	BEARING
1	N 78°57'00\"/>		
2	S 07°50'15\"/>		
3	N 83°07'00\"/>		
4	S 10°58'31\"/>		
5	S 07°55'51\"/>		
6	S 07°59'20\"/>		
7	N 38°54'48\"/>		
8	S 07°58'11\"/>		
9	S 07°58'11\"/>		
10	S 07°58'11\"/>		
TOTAL PIPE LENGTH		3,476.1	

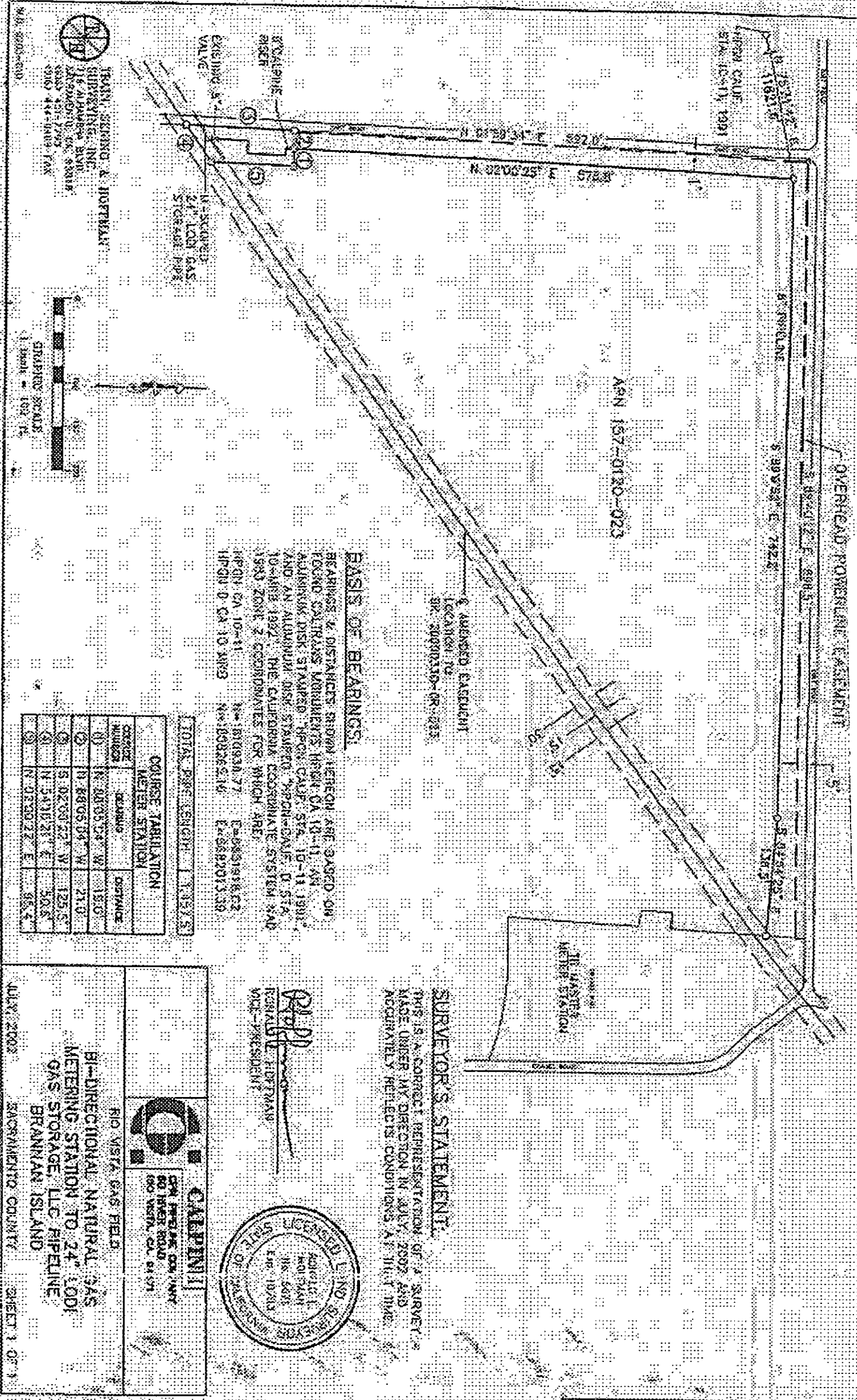
SURVEYOR'S STATEMENT
 THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION IN MAY 2002 AND ACCURATELY REFLECTS CONDITIONS AT THAT TIME.

Richard J. McStrain
 RICHARD J. MCSTRAIN
 LICENSED PROFESSIONAL SURVEYOR
 STATE OF CALIFORNIA
 No. 10707
 Exp. 10/07

CARPINE
 CIVIL ENGINEER COMPANY
 500 POWER HOUSE
 SAN JUAN, CA 95191

RID VISTA GAS FIELD
 12\"/>
 GAS WELL TO METER STATION & 8\"/>
 CONNECTION PIPELINE IN PROJECTED
 SEC. 8, T.3N., R.3E., M.D.M., BRANNAN ISLAND
 MAY 2002 SACRAMENTO COUNTY SHEET 1 OF 1

EXHIBIT C-2



BASIS OF BEARINGS:

BEARINGS & DISTANCES SHOWN HEREON ARE BASED ON
 FOUND SURVEY MONUMENTS HSPN CA 10-11 AN
 MONUMENT DISK STATION HSPN CALIF. STA. 10-11 1911
 AND AN ALUMINUM DISK STATION HSPN-CALIF. D STA
 10-11 1927. THE CALIFORNIA COORDINATE SYSTEM S4D
 1983 ZONE 2 COORDINATES FOR WHICH ARE:
 HSPN CA 10-11 N=8093177 E=8831942
 HSPN D. CA 10 ANS N=169325.16 E=882013.39

COURSE NUMBER	BEARING	DISTANCE
1	N 08°05'58" W	181.0
2	N 88°05'04" W	21.0
3	S 02°00'22" W	125.5
4	N 24°12'21" E	30.8
5	N 03°00'22" E	85.4

SURVEYOR'S STATEMENT:

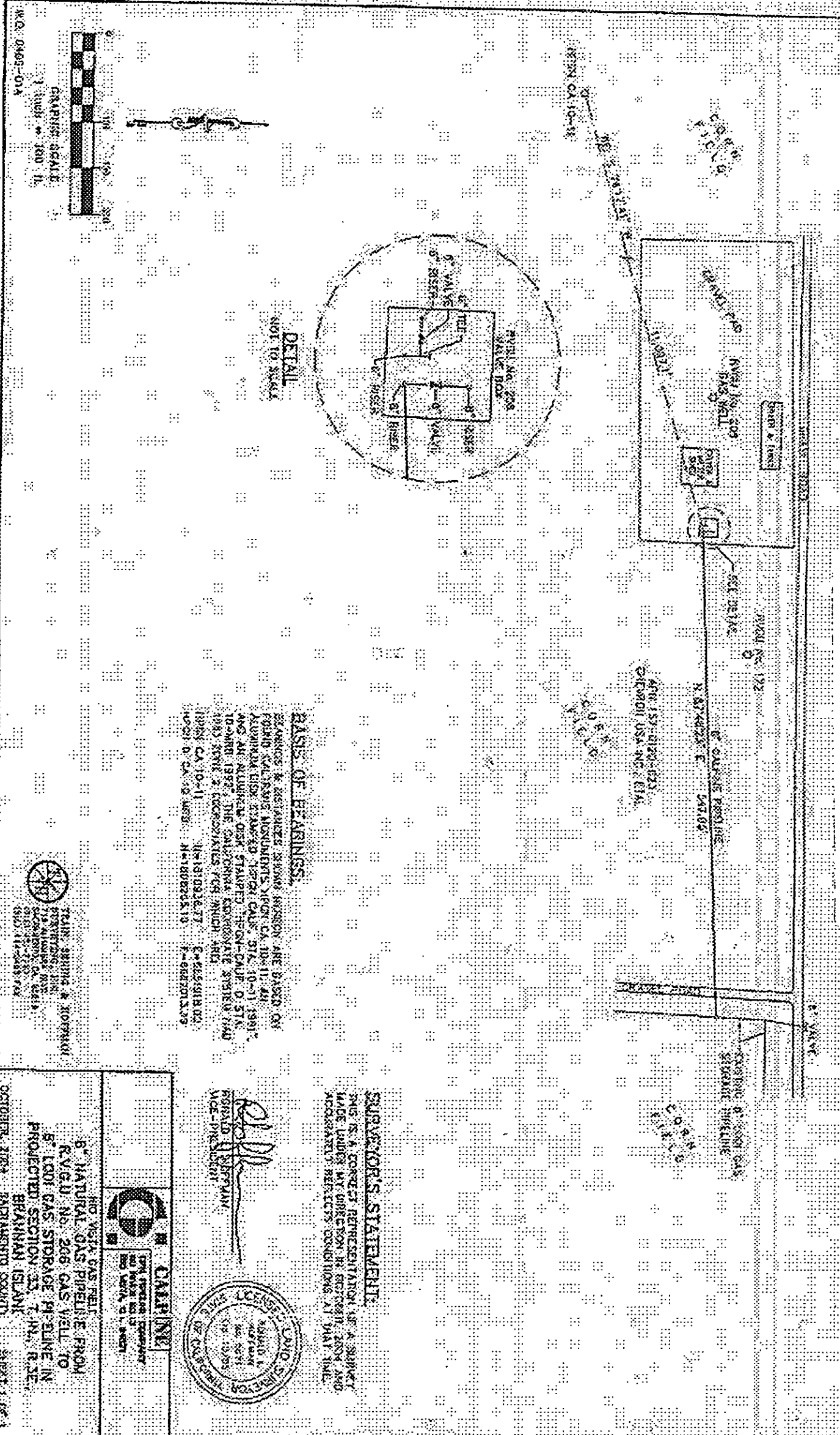
THIS IS A CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION IN JULY, 2002 AND ACCURATELY REFLECTS CONDITIONS AT THAT TIME.

[Signature]
 REGULAR REGISTERED
 MGR - PRESIDENT

CAPPINI
 5001 FINELINE DR. UNIT 50
 800 WEST, CA. 91371

RIO VISTA GAS FIELD
 BI-DIRECTIONAL NATURAL GAS
 METERING STATION TO 24" LODI
 GAS STORAGE, LLC PIPELINE
 BRANNAN ISLAND
 SACRAMENTO COUNTY SHEET 1 OF 1

EXHIBIT C-2



BASIS OF BEARINGS.

BEARINGS & DISTANCES FROM SECTION ARE BASED ON FORMER SURVEY MONUMENTS FROM CA. 10-11-44. MONUMENTS USED TO LOCATE WELLS 31X, 10-31-1991. AND AN ALUMINUM OILY STAMPED 'HORN-DUFF O. STA. 10-31-1991'. THE CALIFORNIA COGNITIVE SYSTEM (CAS) 1983 SURVEY COORDINATES FOR ANCHOR AND (WELL CA 10-11) (NAD 83) 31X, 10-31-1991. (WELL NO. 208) (NAD 83) 31X, 10-31-1991.

SUPERVISOR'S STATEMENT

THIS IS A CORRECT REPRESENTATION OF A SUBJECT MADE UNDER MY DIRECTION IN FIELDWORK. SOME AND ACCIDENTALLY REFLECTS CONDITIONS AT THAT TIME.

[Signature]
 ROBERT J. HARRIS
 VICE-PRESIDENT



TRINITY SURVEYING & MAPPING
 115 ALVARADO ST.
 SAN ANTONIO, CA 78204
 (512) 343-2288 FAX
 (512) 343-2288 FAX

	NO VENT GAS FELT 8" NATURAL GAS PIPELINE FROM R.V. GULF No. 208 GAS WELL TO 5" LKOF GAS STORAGE PIPELINE IN PROMOTED SECTION 33, T. 1N., R. 5E., BRAHMAN ISLAND.
	OCTOBER, 2003. EXPANSION COXIT. SHEET 4 OF 4

EXHIBIT D
To Conveyance

As used in the Conveyance to which this Exhibit D is attached the following terms have the meanings given them below:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing, being understood and agreed that with respect to a corporation or other entity, control means direct or indirect ownership of more than fifty percent (50%) of the voting stock or securities of such corporation or other entity.

“Applicable Laws” means any applicable law, order, ordinance, rule, regulation, permit, judgment or decree of any Governmental Body, including the common or civil law of any Governmental Body, including those relating to occupational safety and health, consumer product safety, environmental laws, securities laws, zoning laws or regulations, employee benefits, employment and employee practices.

“Assignee’s Business” means the oil and gas exploration and production business of the Assignee that relates to the Properties, but shall not include the business of Assignor that relates to any properties or assets transferred prior to the date of this Agreement or any of the Non-Consent Properties until transferred to an Assignee.

“Assignor’s Business” means any business of Assignor, other than the Assignee’s Business.

“Assignor’s Retained Liabilities” has the meaning given it in Section 4 of the Transfer Agreement.

“Burdens” means royalties (including both lessor royalties and nonparticipating royalty interests), overriding royalties, production payments, and other similar obligations payable out of production.

“Closing” has the meaning given to it in Section 12 of the Transfer Agreement.

“Easements” means Assignor’s non-exclusive rights to the use and occupancy of the surface, including, without limitation, tenements, appurtenances, surface leases, easements, permits, licenses, franchises, servitudes and rights-of-way in any way appertaining, belonging, affixed or incidental to or used in connection with the ownership or operation of the Leases, whether recorded or unrecorded.

“Effective Date” means 7:00 a.m., CDT on May 1, 2005.

“Governmental Body” means any federal, state, tribal, county, municipal, or other federal, state or local governmental authority or judicial or regulatory agency, board, body, department, bureau, commission, instrumentality, court, tribunal or quasi-governmental

authority in any jurisdiction (domestic or foreign) having jurisdiction over Assignor, the Properties or any Person who is a party to any of the transactions contemplated in this Agreement.

“Lien” means any pledge, lien, mortgage, charge, encumbrance, security interest or other adverse claim.

“Permitted Encumbrances” means:

- (a) Burdens if the cumulative effect thereof does not operate to reduce the Net Revenue Interest in a well described in **Exhibit C** to less than the amount of the Net Revenue Interest for such well set forth in **Exhibit C** or operate to increase Assignor's Working Interest in a well described in **Exhibit C** to more than the Working Interest for such well set forth in **Exhibit C** (unless there is a corresponding increase in the Net Revenue Interest);
- (b) Division orders and sales contracts terminable without penalty upon no more than thirty (30) days notice to the purchaser;
- (c) Required third-party consents to assignment and similar agreements with respect to which waivers or consents (i) are obtained from the appropriate parties or (ii) are routinely obtained after transfer pursuant to transactions of this nature, including without limitation all preferential rights to purchase;
- (d) Materialman's, mechanic's, repairman's, employee's, contractor's, operator's, Tax and other similar Liens or charges arising in the ordinary course of business for obligations (i) that are not delinquent or that will be paid and discharged in the ordinary course of business or (ii) if delinquent, that are being contested in good faith in the ordinary course of business;
- (e) All rights to consent by, required notices to, filings with, or other actions by Governmental Body in connection with the sale or conveyance of oil and gas leases or interests therein if they are routinely obtained subsequent to the sale or conveyance;
- (f) Easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations that do not materially interfere with oil and gas operations to be conducted on any well or Lease;
- (g) All (i) operating agreements, unit agreements, unit operating agreements, pooling agreements and pooling designations affecting the Properties that are contained in Assignor's files or (ii) compulsory or commissioner's pooling or units; provided that the effect of any such documents will not reduce the Assignor's interest with respect to oil and gas produced from any well below the Net Revenue Interest set forth in **Exhibit C**, or increase Assignor's Working Interest in such well to more than the Working Interest set forth in **Exhibit C** for such well (unless there is a corresponding increase in the Net Revenue Interest);

- (h) Conventional rights of reassignment prior to release or surrender requiring notice to the holders of the rights;
- (i) All rights reserved to or vested in any Governmental Body to control or regulate any of the Properties in any manner, and all Applicable Laws;
- (j) The terms and conditions of the Leases, and of all agreements that are contained in Assignor's files or that are recorded in the public records of the appropriate jurisdiction and which do not reduce the Assignor's interest with respect to oil and gas produced from any well to less than the amount of the Net Revenue Interest set forth in **Exhibit C** for such well or increase the Assignor's Working Interest in such well to more than the Working Interest set forth in **Exhibit C** for such well (unless there is a corresponding increase in the Net Revenue Interest);
- (k) All other Liens, contracts, agreements, instruments, obligations, defects and irregularities affecting the Properties which individually or in the aggregate are not such as to interfere materially with the operation, value or use of any of the Properties, could not reasonably be expected to prevent or delay Assignees from receiving the proceeds of production from any well and which do not reduce the Assignor's interest with respect to Hydrocarbons produced from any well below the Net Revenue Interest set forth in **Exhibit C** for such well or increase the Assignor's Working Interest in such well to more than the Working Interest set forth in **Exhibit C** for such well (unless there is a corresponding increase in the Net Revenue Interest); and
- (l) All Liens as set forth on Schedule 1 of the Transfer Agreement which will be released or terminated concurrently with the transfers contemplated herein.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, other business entity or any Governmental Body.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Taxes" means any and all fees (including, without limitation, documentation, license, recording, filing and registration fees), taxes (including without limitation, income, production, gross receipts, ad valorem, value added, windfall profit tax, environmental tax, turnover, sales, use, personal property (tangible and intangible), stamp, leasing, lease, user, leasing use, excise, franchise, transfer, heating value, fuel, excess profits, occupational, interest equalization, lifting, oil, gas, or mineral production or severance, and other taxes), levies, imposts, duties, charges or withholdings of any nature whatsoever, imposed by any Governmental Body or taxing authority thereof, domestic or foreign, together with any and

all penalties, fines, additions to tax and interest thereon, whether or not such tax shall be existing or hereafter adopted.

“Third Party” means a Person other than a Party or an Affiliate of a Party.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Rosetta Resources, Inc.
Tabor Center
1200 17th Street, Suite 770
Denver, Colorado 80202



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20061019** PAGE **0657**

Check Number 1242
Thursday, OCT 19, 2006 12:45:15 PM
Ttl Pd \$18.00 Nbr-0004563772

SJS/57/1-4

Space above for recorder's use only

MODIFICATION AND RATIFICATION OF OIL AND GAS LEASE

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TMC Lease 40-6324
HARVEY (Kentworthy & Patterson)
HARVEY (Sardinha & Jardine)

THIS AGREEMENT is made and executed the 27th day of September, 2006, by and between TRANSAMERICA MINERALS COMPANY, a California corporation ("Lessor") and ROSETTA RESOURCES OPERATING LP, a Delaware limited partnership ("Lessee").

WHEREAS, Rosetta Resources Operating LP, is successor in interest to Calpine Corporation.

WHEREAS, Lessor and Lessee have entered into that certain Oil and Gas Lease dated June 25, 2003, covering certain real property situated in Sacramento County, California as more particularly described therein, a Memorandum of which was recorded September 10, 2003 in Book 20030910 at Page 0746 in the Official Records of said County and State (the "Lease"); and

WHEREAS, Lessor and Lessee desire to modify and ratify the Lease as hereinafter provided.

NOW, THEREFORE, in consideration Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Lessor and Lessee hereby agree and modify the Lease as follows.

1. The Memorandum of Lease is hereby modified by deleting the words and figure "three (3) years" appearing near the bottom of page 1, and inserting in lieu thereof the words and figure "five (5) years".
2. The long form of the Lease is hereby modified by deleting the words and figure "three (3) years" appearing near the bottom of paragraph number 1, on page 1, and inserting in lieu thereof the words and figure "five (5) years".
3. The long form of the Lease is hereby modified by deleting the words and figure "three (3) years" appearing in the 2nd line of paragraph number 4 (a) on page 6, and inserting in lieu thereof the words and figure "five (5) years".

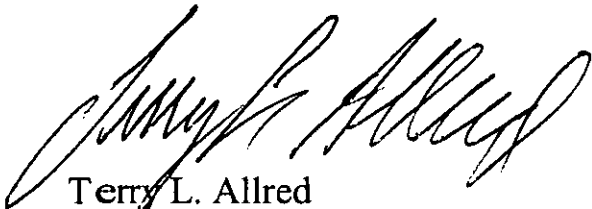
*Lease contained herein is not to exceed 35 years.

Lessor and Lessee hereby agree that all rents and royalties provided to be paid under the Lease through the date hereof have been paid, no default exists thereunder, and the Lease is hereby ratified, approved, confirmed and declared to be in good standing. Lessor hereby grants, demises, leases and lets to Lessee the land described in the Lease on the original terms and conditions thereof, except as otherwise herein modified.

IN WITNESS WHEREOF, this agreement is executed by each party as of the date of the party's signature hereto, to be effective for all purposes as of June 24, 2006.

LESSOR



Transamerica Minerals Company



Terry L. Allred
Vice President

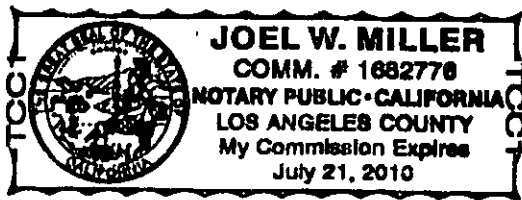
LESSEE

Rosetta Resources Operating LP
by its agent
Rosetta Resources, Operating GP, LLC

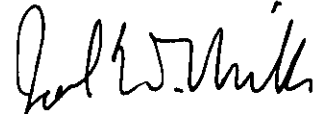
By:  10/6/2006
 Title: VP - Northern Division

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

On this 27th day of September, 2006, before me, Joel W. Miller, a Notary Public, personally appeared Terry L. Allred, 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 to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.



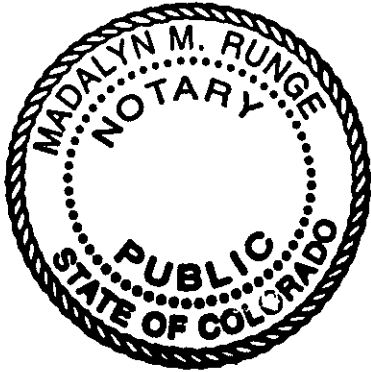
Notary Public

ACKNOWLEDGMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

On this 6th day of October, 2006, before me, a Notary Public, in and for said county and state, personally appeared Ed Seeman, to me personally known who, being by me duly sworn, did say that he is the Vice President-Northern Division of Rosetta Resources Operating LP and acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.



Madalyn M. Runge
Notary Public

My Commission Expires:

Nov. 25, 2008

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

ROSETTA RESOURCES INC.
1200 17TH STREET, #770
DENVER, CO 80202



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20080523 PAGE 1629

Check Number 41199
Friday, MAY 23, 2008 3:15:43 PM
Ttl Pd \$20.00 Nbr-0005409126

AAV/53/1-4

Space above for recorder's use only

SECOND MODIFICATION AND RATIFICATION OF OIL AND GAS LEASE

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TMC Lease 40-6324
HARVEY (Kentworthy & Patterson)
HARVEY (Sardinha & Jardine)

THIS AGREEMENT is made and executed the 21st day of March, 2008, by and between TRANSAMERICA MINERALS COMPANY, a California corporation ("Lessor") and ROSETTA RESOURCES OPERATING LP, a Delaware limited partnership ("Lessee").

WHEREAS, Lessor and Calpine Corporation have entered into that certain Oil and Gas Lease dated June 25, 2003, covering certain real property situated in Sacramento County, California as more particularly described therein, a Memorandum of which was recorded September 10, 2003 in Book 20030910 at Page 0746 in the Official Records of said County and State (the "Lease"); and

WHEREAS, Rosetta Resources Operating LP, is successor to the lessee's interest under the Lease to Calpine Corporation; and

WHEREAS, the Lease has been previously amended by that certain Modification and Ratification of Oil and Gas Lease dated September 27, 2006 which was recorded October 19, 2006 in Book 20061019 at Page 0657 in the Official Records of said County and State; and

WHEREAS, Lessor and Lessee desire to modify and ratify the Lease as hereinafter provided.

NOW, THEREFORE, in consideration Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Lessor and Lessee hereby agree and modify the Lease as follows.

1. The Memorandum of Lease is hereby modified by deleting the words and figure "five (5) years" (as previously amended), appearing near the bottom of page 1, and inserting in lieu thereof the words and figure "six (6) years".

2. The long form of the Lease is hereby modified by deleting the words and figure "five (5) years" (as previously amended), appearing near the bottom of paragraph number 1, on page 1, and inserting in lieu thereof the words and figure "six (6) years".

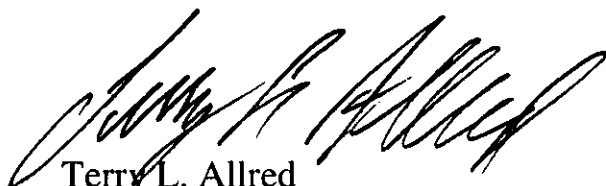
3. The long form of the Lease is hereby modified by deleting the words and figure "five (5) years" (as previously amended), appearing in the 2nd line of paragraph number 4 (a) on page 6, and inserting in lieu thereof the words and figure "six (6) years".

Lessor and Lessee hereby agree that all rents and royalties provided to be paid under the Lease through the date hereof have been paid, no default exists thereunder, and the Lease is hereby ratified, approved, confirmed and declared to be in good standing. Lessor hereby grants, demises, leases and lets to Lessee the land described in the Lease on the original terms and conditions thereof, except as otherwise herein modified.

IN WITNESS WHEREOF, this agreement is executed by each party as of the date of the party's signature hereto, to be effective for all purposes as of June 24, 2007.

LESSOR


Transamerica Minerals Company



Terry L. Allred
Vice President

LESSEE

Rosetta Resources Operating LP
by its Agent
Rosetta Resources, Operating GP, LLC

By:  _____


Title: VP NORTHERN DIVISION

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

On this 31st day of March, 2008, before me, a Notary Public, in and for said county and state, personally appeared **Ed Seeman** known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same.

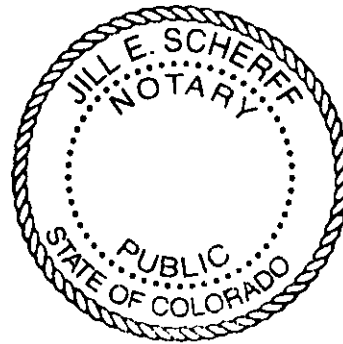
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.



Notary Public

My Commission Expires:

8/23/2009



TITLE
Exception 17

LEASE

It is hereby agreed by and between Westervelt Ecological Services, LLC, Lessor and Stokley Orchards, LLC, or assigns, Lessee as follows:

1. Lessor is the owner of approximately 231 acres of real property located in Sacramento County, CA (the "Property").
2. Lessor agrees to lease to Lessee the Property for the term of seven (7) months from November 15, 2008 thru June 15, 2009.
3. Lessee shall farm the Property and all costs in the preparation of the Property and all expenses in farming the Property shall be borne by Lessee. Additionally, Lessee shall perform all routine maintenance activities including, but not limited to, mowing, fence repair, erosion control and other standard activities, which will be offset against the rental amount due by Lessee at a rate to be agreed upon by the parties. Further, should Lessor request additional non-routine activities be conducted by Lessee as part of Lessee's crop production the parties hereby agree that the cost of such non-routine activities will be offset against the rental amount due by Lessee at a rate to be agreed upon by the parties.
4. Lessor shall pay all real property taxes, personal property taxes and reclamation assessments.
5. As rent for said Property Lessee shall pay Lessor an amount equal to Twenty-Three Thousand One Hundred Dollars and No/100 (\$23,100) equivalent to cash rent of \$100 per acre.
6. Lessor warrants that it has not given any other party a lease on the Property.
7. Lessee shall carry an adequate amount of liability insurance for his operation and provide a certificate of insurance to the Lessor.
8. Lessee shall hold Lessor harmless from all damages, losses and expenses including attorney fees, expert and other witness fees, and costs arising out of any damage to any person or property occurring in, on, or about the Property except that Lessor shall hold Lessee harmless from all damages, losses and expenses, including attorney fees, expert and other witness fees, and costs resulting from the negligent acts or omissions or willful misconduct of Lessor or its authorized representatives. A party's obligation under this section to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, paid for the benefit of or directly received by the party being indemnified.
9. In any action or proceeding to enforce this lease the prevailing party shall be entitled to reasonable attorneys fees.

10. Notice to either party shall be given in writing to either party at the addresses listed below:

Lessor: WES, LLC
600 North Market Blvd.
Suite 3
Sacramento, CA 95834

Lessee: Stokely Orchards, LLC
7581 Kile Road
Lodi, CA 95242

11. Lessee shall not be deemed in default nor liable hereunder if, as a result of any cause or circumstances beyond Lessee's reasonable control there is a loss of the crops on the Property. To the extent such loss occurs, this lease shall automatically terminate and the parties shall have no further obligations hereunder.

LESSOR:

WESTERVELT ECOLOGICAL SERVICES, LLC

Date: 11/18/08

By: [Signature]
Name: GREGORY E SUTTER
Its: VICE PRESIDENT

LESSEE:

STOKLEY ORCHARDS, LLC

Date: 11-16-08

By: [Signature]
Name: Thomas M Stokes
Its: OWNER

LAW OFFICE OF
WENDEL ROBERT FLINT

8510 Twin Cities Road
Galt, California 95632
(916) 684-9561
Fax (916) 684-8132

March 3, 2008

Allen Baroni
6001 Stanley
Stockton, CA 95215

CALL (209) 993-0817

Subject: Lopes Ranch

Dear Mr. Baroni:

This will confirm that you will be renting ag land on the Lopes Ranch for the 2008 crop year under the same terms as in the past, which are as follows:

1. Rent is \$200 per acre for a total of \$57,400.00.
2. The rental premises consist of 287 acres.
3. The rental term expires November 15, 2008. All your crops and equipment will be removed from the Ranch by then.
4. The first installment of the rent, \$28,700.00, is due April 1, 2008. The second installment, \$28,700.00, is due November 1, 2008.
5. You will bear all costs of planting, raising and harvesting your crop, including all cost of electric charges for irrigation water and drainage of irrigation water.
6. All farming practices and your occupancy of the premises will conform to good husbandry and the best practices of the farming community in which the premises are located.

As you know the Lopes family is in contract with Westervelt Ecological Services to sell the ranch. When escrow closes this agreement will be assigned to Westervelt and your rent will be paid to Westervelt. Ed Lopes will keep you informed regarding this transaction.

If you agree to these terms please sign below and return a copy of this letter to my office.

TITLE
Exception 18

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

Transamerica Minerals Company
1150 S Olive Street, Suite 2200
Los Angeles, CA 90015

FIRST AMERICAN TITLE COMPANY HEREBY
CERTIFIES THAT THE WITHIN INSTRUMENT IS A TRUE
AND CORRECT COPY OF THE ORIGINAL INSTRUMENT
RECORDED IN THE OFFICE OF THE RECORDER OF THE
COUNTY OF Sacramento, STATE OF CALIFORNIA
ON Book June 6, 2008
RECORDER'S SERIAL NO. 200806000 Pg 1043
FIRST AMERICAN TITLE COMPANY
BY Debra Burton

Space above for Recorder's use only, please.

Special Indexing Request: Recorder

Please separately index as both "Grantor" and as "Grantee" each of
(1) Transamerica Minerals Company
(2) Westervelt Ecological Services, LLC
(3) Rosetta Resources Operating LP

Please separately index as
(1) "Agreement" and
(2) "Notice of Consent to Use of Land"

**EASEMENT AGREEMENT
[Surface and Subsurface]
and Notice of Consent to Use of Land**

*11932 separate
sheet*

Affects Assessor's Parcel(s) Nos. 146-0140-003-0000 and
146-0140-004-0000

This Easement Agreement ("*Agreement*") is made and entered into by and between TRANSAMERICA MINERALS COMPANY, a California corporation ("*TMC*"), WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("*Westervelt*"), and ROSETTA RESOURCES OPERATING LP, a Delaware limited partnership ("*Rosetta*"), effective as of June 6, 2008 (the "*Effective Date*"), for the purpose of adjusting and confirming those parties' respective rights for the use, possession, development and improvement of the surface and subsurface within the real property described or referred to in Recital A, below, in order to effect a mutually agreed-upon accommodation of their respective existing and potential future use, possession, development and improvement of that real property.

RECITALS

A. This Agreement is made with respect to the existing and future right, title, interest and obligations of the parties, and their respective successors and assigns (and any lessees or sublessees or any other person or entity claiming by, through or under the parties), in and to the real property located in Sacramento County, California, which is more particularly described within Exhibit A hereto (the "*Subject Property*"). A surveyed map of the Subject Property is attached as Exhibit B.

B. TMC, formerly Capital Company, is the owner of the reversionary interest in the oil, gas and other hydrocarbons in the Subject Property (the "***Oil and Gas Rights***") and is the present owner of all non-oil and gas minerals in and on the Subject Property, as reserved in the Grant Deed (the "***Original Grant Deed***") from Capital Company, a California corporation, to Manuel L. Sardinha *et al.*, recorded in the Official Records of Sacramento County, California, on January 18, 1944, in Book 1046 of the Official Records, page 187 (the Oil and Gas Rights and the ownership of non-oil and gas minerals reserved in the Original Grant Deed being referred to collectively as the "***Mineral Interest***").

C. TMC, as lessor, and Rosetta, as successor to Calpine Corporation, as lessee, are parties to that certain Oil and Gas Lease dated June 25, 2003, a Memorandum of which was recorded September 10, 2003 in Book 20030910 at page 0746 in the Official Records of Sacramento County, California (the "***Rosetta Oil and Gas Lease***"). The Rosetta Oil and Gas Lease covers certain real property situated in Sacramento County, California, including without limitation all of the Subject Property. Under the Rosetta Oil and Gas Lease, TMC has leased, let and demised to Rosetta the Oil and Gas Rights. Rosetta's interest in the Oil and Gas Rights is a determinable fee interest in the nature of a profit-a-prendre in the oil, gas and other hydrocarbons in, under and on the Subject Property. The Oil and Gas Rights leased to Rosetta in the Subject Property include, incident and appurtenant to those rights, among other things, (1) the exclusive right to drill, explore for, produce, store, treat, compress, dehydrate, inject and reinject, and transport any and all oil, gas and other hydrocarbons or other gaseous or liquid substances and minerals; and (2) the right to use, possess, develop and improve the surface and subsurface of the Subject Property as may be reasonably necessary or convenient for the oil and gas-related exploration and development of the Subject Property, including testing, exploration, drilling, production, treatment, storage, seismic exploration, surface disturbing activities and transportation operations within the Subject Property. During the term of the Rosetta Oil and Gas Lease, Rosetta has the exclusive and sole right to exercise the above rights with respect to oil, gas and other hydrocarbons. Following termination or expiration of the Rosetta Oil and Gas Lease, such interest and rights shall revert to TMC.

D. On or about the Effective Date, Westervelt has acquired or will acquire the ownership of the fee-simple interest in the surface estate Subject Property, subject to and except as encumbered by the Mineral Interest and the Rosetta Oil and Gas Lease, and the incidents and appurtenances thereto (the "***Mineral Encumbered Fee***").

E. Westervelt proposes to enter into and record against the Subject Property a conservation easement (the "***Conservation Easement***"), in form and content to be determined by Westervelt in Westervelt's sole and absolute discretion, but subject to the terms of this Agreement, in order to preserve in perpetuity various environmental and mitigation values of the Subject Property, subject to the terms and conditions in this Agreement. Westervelt has asked that TMC and Rosetta enter into this Agreement in order to accommodate Westervelt's future use of the Subject Property and to allow the further exploration and development of the Oil and Gas Rights and other minerals of the Mineral Interests as permitted herein. TMC, Rosetta and Westervelt desire that TMC and Rosetta (each on behalf of itself, its successors and assigns, and any other future lessee, sublessee, permittee or invitee and any other person or entity claiming by, through or under TMC or Rosetta (collectively, the "***TMC Parties***")) will qualify and limit its exercise of the Mineral Interest with respect to use and improvement on and above the surface of

the Subject Property, and at depths above three hundred (300) feet beneath the surface of the Subject Property (the "*Surface Zone*"), to the portions of the Subject Property described below as the "Mineral Operating Areas" and the "Easement Area," in accordance with the terms and conditions set forth below. All portions of the Subject Property other than the Surface Zone are sometimes referred to herein as the "*Subsurface Zone*."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the respective grants and surrenders hereinafter provided, and of other consideration, the receipt and sufficiency of which are hereby mutually acknowledged (the "*Consideration*"), TMC and Westervelt hereby agree, effective as of the Effective Date, as follows:

1. Mineral Operating Area(s). From and after the Effective Date (subject to the provisions of this Agreement and of the requirements of all federal, state and local land use regulations and permits), the TMC Parties shall limit the exercise of the Mineral Interest, and any other rights granted hereunder, within, over and through the Surface Zone to the five (5) locations generally depicted within **Exhibit B** and each of which areas is more specifically described in **Exhibit C** attached hereto as a "*Mineral Operating Area*" (collectively, the "*Mineral Operating Areas*"). Rosetta, subject to TMC's reversionary interest, shall have the primary right to control and to conduct operations on the surface and at all depths within the Mineral Operating Areas. Each of the Mineral Operating Areas is approximately two and one-half (2½) acres in size. Nothing in this Agreement shall be deemed to be a conveyance or transfer from either party to the other of any fee-simple interest in any portion of the Subject Property, including without limitation the Mineral Operating Areas. Nothing in this Agreement shall be deemed to limit in any way the rights of Rosetta to exercise the Oil and Gas Rights or of the TMC Parties to exercise the non-oil and gas rights of the Mineral Interest in the Mineral Operating Areas or anywhere in the Subsurface Zone, subject to applicable laws, including without limitation the right to drill through the Surface Zone within the Mineral Operating Areas into and through the Subsurface Zone, and the right to produce, inject, store and withdraw, gather and transport oil, gas and other hydrocarbons, and to inject, store, withdraw, gather and transport or dispose of other gaseous substances and liquids whether or not originally produced from the Subject Property. Nothing in this Agreement shall be deemed to be a conveyance, assignment or transfer of any right to Rosetta's Oil and Gas Rights to TMC or Westervelt or of TMC's reversionary interest in the Oil and Gas Rights or its interest in the remainder of the Mineral Interest in the Subject Property to Westervelt or Rosetta. All rights granted or reserved to Rosetta under this Agreement shall revert to TMC upon the termination of the Rosetta Oil and Gas Lease.

a. Notice of Consent to Use of Land. The right of the public or of any person other than the TMC Parties and Westervelt to the extent permitted in this Agreement to make any use whatsoever of the Mineral Operating Areas or any portion thereof (other than any use expressly allowed by a recorded agreement, easement, map or dedication executed by Rosetta or by TMC or by its predecessors in title to the Subject Property) shall only be by each of the TMC Parties' permission, and subject to control of each of the TMC Parties (subject to the provisions of Section 813 of the California Civil Code) unless and until revoked by any of the TMC Parties. Any use of the surface or subsurface of the Mineral Operating Areas by persons

other than the TMC Parties that impairs or conflicts with the exercise of any of the TMC Parties' rights, as modified by this Agreement, shall be conclusively deemed to be a use or possession under a license from the TMC Parties that shall be revocable by any of the TMC Parties at will.

b. Revocation of Right to Use of Land; Future Notice of Consent to Use of Land. Any of the TMC Parties may revoke the right of Westervelt, the public or any member of the public to any possession or use of the Mineral Operating Areas that impairs, interferes or conflicts with the exercise of any of the TMC Parties' rights hereunder, by recording its Notice of Revocation of Consent to Use of Land. Any of the TMC Parties may give notice of their existing or contemplated entry onto and use of such area as provided in section 848 of the California Civil Code. Westervelt acknowledges that as of the Effective Date, Rosetta is conducting surface operations on one of the Mineral Operating Areas (*i.e.*, Mineral Operating Area "E" as shown on attached **Exhibit B** and **Exhibit C**) and Westervelt shall not directly alter such Mineral Operating Area in a manner that would impair, in any manner interfere with or damage Rosetta's continued use of that Mineral Operating Area without Rosetta's consent. At any time, and from time to time, after having recorded a Notice of Revocation of Consent to Use of Land, the TMC Parties may record a further Notice of Consent to Use of Land.

2. The TMC Parties' Use of the Mineral Operating Areas. Rosetta's possession, use, development and improvement within each of the Mineral Operating Areas may include without limitation such oil and gas operations and surface disturbing activities as are necessary or convenient to surveying, prospecting, drilling and exploring for, producing, storing, treating, compressing, dehydrating, injecting and reinjecting, and transporting any and all oil, gas and other hydrocarbons or other gaseous or liquid substances and minerals, within or from the Subject Property or that may be produced by or from surface locations within the Mineral Operating Areas or the Subsurface Zone, or from Rosetta's or TMC's Other Interests defined in Section 5 below, as well as injection of those or other substances for storage, disposal or enhanced recovery or other purposes, including without limitation such possession, use, development and improvement as is necessary or convenient to drilling, re-drilling, servicing, work-over operations or other activities relating to existing and future wells with a surface location in a Mineral Operating Area, as well as access to and the installation and placement, maintenance, repair and operation of pipelines, utility lines and other improvements, facilities, fixtures and equipment within each Mineral Operating Area. TMC shall have such rights upon termination of the Rosetta Oil and Gas Lease. As well, TMC retains and shall have the continued right, subject to its obligations to Rosetta under the Rosetta Oil and Gas Lease, to the possession, use, development and improvement of the Mineral Operating Areas as necessary and convenient to surveying, prospecting, exploring for, producing and transporting minerals comprising the non-oil and gas Mineral Interest. Any and all such mineral-related activities, including periods when drilling or re-drilling is occurring, may be conducted twenty-four (24) hours a day, seven (7) days a week. The TMC Parties shall, at their sole cost and expense, conduct all activities within each of the Mineral Operating Areas and within the Easement Area, as defined in Section 4 below, in compliance with this Agreement and all applicable federal, state and local laws and regulations. Westervelt shall not oppose, directly or indirectly, nor provide monetary or material support to any other person or entity of whatsoever kind or nature that opposes any of the TMC Parties' attempts to obtain permits and approvals required for any of the TMC Parties' activities on the Subject Property, so long as such activities are substantially in compliance with this Agreement, and shall not propose or support legislation or rulemaking

that would restrict, limit, prohibit or materially diminish any of the TMC Parties' rights to utilize the Mineral Interest or surface rights as allowed under this Agreement. Except for the Westervelt Improvements (as defined in Section 10(a) below), Westervelt shall not directly modify or improve the Mineral Operating Areas or encumber them by any agreement, conservation easement or other arrangement that would preclude any of the TMC Parties from using the Mineral Operating Areas as provided in this Agreement. Notwithstanding the foregoing, Westervelt shall not make any Westervelt Improvements to the Mineral Operating Area currently in use by Rosetta (*i.e.*, Mineral Operating Area "E" as shown on attached **Exhibit B** and **Exhibit C**) without Rosetta's prior written consent for so long as the Rosetta Oil and Gas Lease is in effect.

3. The TMC Parties' Rights Within Subsurface Zone. As a further incident and appurtenance to Rosetta's exercise of the Oil and Gas Rights (including any hereafter acquired interest) within the Subject Property and other lands, Rosetta shall have from and after the Effective Date and during the term of the Rosetta Oil and Gas Lease (and TMC shall have such rights upon termination of the lease) the exclusive, sole and continued right to the possession, use, development and improvement of the Oil and Gas Rights within the Subsurface Zone as may be necessary or convenient to surveying, prospecting (including by seismic or geophysical exploration), drilling and exploring for, producing, storing, treating, injecting and reinjecting, withdrawing and transporting oil, gas and other hydrocarbons and all other liquid and gaseous substances and minerals, within or that may be produced by the Subsurface Zone and any and all lands other than the Subject Property, as well as injection of those substances for storage, disposal or enhanced recovery or other purposes, including operations (and such possession, use, development and improvement of such Subsurface Zone as may be necessary or convenient to operations) by means and in a manner now known or unknown, and, further, including the exclusive right to mine or drill through the Surface Zone in any Mineral Operating Area into or through such Subsurface Zone in connection with operations incidental to (and the right to the possession, use, development and improvement of all such Subsurface Zone as may be necessary or convenient to) surveying, prospecting and exploring for, producing, storing, treating, injecting and transporting any and all oil, gas or other hydrocarbons and all other liquid or gaseous substances or other mineral substances, within and from the Subsurface Zone and within and from any and all lands other than the Subject Property (whether or not included within a unit or production pool with any part of the Subject Property). As a further incident and appurtenance to TMC's non-oil and gas Mineral Interests within the Subject Property and other lands, TMC shall have the continued right to the possession, use, development and improvement of the non-oil and gas Mineral Interest within the Subsurface Zone. Nothing in this instrument shall in any way be construed to prevent, hinder or delay the exercise of the TMC Parties' rights within the Subsurface Zone, including, but not limited to, the right to explore, mine, drill, bore, pass through and operate at depths three hundred (300) feet or more below the surface of the Subject Property for the discovery or removal of oil, gas or other hydrocarbons or mineral substances situated within or producible from either the Subsurface Zone or land other than the Subject Property (whether or not included within a unit or production pool with any part of the Subject Property), as well as the discovery, use or production of water situated within or producible from either the Subsurface Zone or land other than the Subject Property (whether or not included within a unit or production pool with any part of the Subject Property) as necessary or convenient in connection with the TMC Parties' mineral-related subsurface operations, and the injection, storage and disposal of all such substances; provided, however, that such permissible

use by the TMC Parties of the Subsurface Zone shall be carried out in such a way as not to prevent or materially impair the use, possession, development and improvement of the Surface Zone within the Subject Property other than within the Mineral Operating Areas or the Easement Area. Notwithstanding anything to the contrary in this Agreement, during the period commencing on the Effective Date and expiring on the date that the Conservation Easement is recorded against the Subject Property in the Official Records of Sacramento County, California, Rosetta will be allowed to conduct seismic exploration operations over the entire Surface Zone, provided that Rosetta shall cooperate with Westervelt such that Rosetta's seismic operations will not unreasonably interfere with Westervelt's work on the Westervelt Improvements (as defined in Section 10(a) below). Westervelt will provide Rosetta with no less than thirty (30) days' advanced written notice prior to recording the Conservation Easement.

4. The TMC Parties' Easement Area Rights. Rosetta hereby reserves for the benefit of the Rosetta, and Westervelt hereby grants to Rosetta, from and after the Effective Date and during the term of the Rosetta Oil and Gas Lease (and TMC shall have such rights upon termination of the Rosetta Oil and Gas Lease), the following additional rights to the paramount but nonexclusive use and improvement of the Surface Zone within the Subject Property, for vehicular and pedestrian access to and from the Mineral Operating Area(s), for geophysical exploration, for utility service (with subsurface utilities) to the Mineral Operating Area(s) and for subsurface pipelines for the transmission of oil, gas and other hydrocarbon substances; water; and other fluid and gaseous substances used or useful in, or produced or obtained from or stored or disposed as part of, Rosetta's exercise of the Oil and Gas Rights, all within the twenty-(20-) foot-wide easement area generally depicted within **Exhibit B** and each of which areas is more specifically described in **Exhibit C** attached hereto (the "*Easement Area*"). TMC retains and shall have the continued right, subject to its obligations to Rosetta under the Rosetta Oil and Gas Lease, to the possession and use of the Easement Area as necessary and convenient to surveying, prospecting, exploring for, producing and transporting minerals comprising the non-oil and gas Mineral Interest.

a. The TMC Parties' Access Rights Within Easement Area. The TMC Parties shall have the paramount but nonexclusive easement and right to use, develop and improve with a gravel road, at the TMC Parties' cost and expense, all of the Easement Area for vehicular and pedestrian access from adjacent streets to and from the respective Mineral Operating Areas, incidental and appurtenant to the TMC Parties' operations within the Mineral Operating Areas, and, separately and in gross, for use in connection with the TMC Parties' own operations within any and all other lands. Such use and activities may be conducted twenty-four (24) hours a day, seven (7) days a week.

b. The TMC Parties' Utility Rights Within Easement Area. The TMC Parties shall have the paramount but nonexclusive easement and right to possess, use, develop and improve, at the TMC Parties' sole cost and expense, all of the Easement Area for the installation, operation, maintenance and repair of subsurface improvements, facilities, fixtures and equipment for water, electricity, telephone, natural gas and other utility service incidental and appurtenant to the TMC Parties' operations within the Mineral Operating Areas, and, separately and in gross, for use in connection with the TMC Parties' own operations within any and all other lands. Such use and activities may be conducted twenty-four (24) hours a day, seven (7) days a week.

c. The TMC Parties' Pipeline Rights Within Easement Area. The TMC Parties shall have the paramount but nonexclusive easement and right to possess, use, develop and improve, at the TMC Parties' sole cost and expense, all of the Easement Area for the installation, operation, maintenance and repair of subsurface pipelines and incidental and appurtenant subsurface improvements, facilities, fixtures and equipment (including, but not limited to, manifolds, headers and test equipment, and corrosion inhibition systems) for the transmission of oil, gas and other hydrocarbon substances; water; and all other fluid or gaseous substances used or useful in, produced or obtained from, or stored or disposed of during the TMC Parties' mineral operations within the Subject Property, and, separately and in gross, for use in connection with the TMC Parties' own operations within any and all other lands. Such use and activities may be conducted twenty-four (24) hours a day, seven (7) days a week.

5. Use of Mineral Operating Areas and the Easement Area in Connection with the TMC Parties' Other Interests. TMC and Rosetta are the present owner or lessee of and may hereafter acquire further mineral rights or leasehold rights in other lands in the vicinity of the Subject Property. In addition, the TMC Parties may cause or allow all or portions of the Mineral Interest or such other lands to be pooled or unitized with mineral interests owned by third parties in the vicinity of the Subject Property (collectively, "*The TMC Parties' Other Interests*"). The TMC Parties (including without limitation the unit operator of any unit including the Subject Property) shall be able to exercise the rights herein conveyed or reserved to the TMC Parties in the portions of the Subject Property described below as the "Mineral Operating Areas" and the "Easement Area," in support of its operations with respect to (a) the Mineral Interest and (b) The TMC Parties' Other Interests, all subject to and upon the limitations and conditions set forth in this Agreement.

6. Westervelt's Exclusive Rights. In exchange for the Consideration, Westervelt hereby reserves, and TMC and Rosetta hereby grant to Westervelt, from and after the Effective Date, the permanent and exclusive right to possess, use, develop, preserve and/or restore to its natural state, and/or improve the Surface Zone within the Subject Property at Westervelt's sole cost and expense, all portions of the Subject Property other than the Mineral Operating Areas and the Easement Area; provided, however, that the rights and title of Westervelt within the Subject Property are and shall at all times hereafter remain subject to all limitations and restrictions provided in this Agreement. The rights reserved and granted to Westervelt herein shall be incidental and appurtenant to the Mineral Encumbered Fee interest in the Subject Property. The TMC Parties shall not oppose, directly or indirectly, nor provide monetary or material support to any other party that opposes, Westervelt's attempts to obtain permits and approvals required for Westervelt's activities on the Subject Property, so long as such activities are in compliance with this Agreement and shall not propose or support legislation or rulemaking that would prohibit or materially diminish Westervelt's rights to utilize the Surface Zone as allowed under this Agreement.

7. Westervelt's Nonexclusive Rights. Westervelt hereby reserves, and the TMC Parties hereby grant to Westervelt, from and after the Effective Date, its nonexclusive rights to use the Mineral Operating Areas and the Easement Area subject to the limitations in this Agreement, at its sole cost and expense; provided that such rights of Westervelt shall be subordinate to the rights granted and reserved to the TMC Parties in this Agreement and the rights herein granted and reserved to Westervelt shall be exercised in such a manner as not to

conflict with the exercise of the rights granted and reserved to the TMC Parties in this Agreement. The TMC Parties may exclude Westervelt from any Mineral Operating Area that is being used by the TMC Parties for the purposes set forth in this Agreement. The rights reserved and granted to Westervelt herein shall be incidental and appurtenant to the Mineral Encumbered Fee interest in the Subject Property.

8. Surrender.

a. As of the Effective Date, TMC and Rosetta quitclaim, surrender and assign to Westervelt, and Westervelt accepts, any right of TMC and Rosetta to possess, use, develop and improve the Surface Zone within the Subject Property, other than the Mineral Operating Areas and the Easement Area, from the surface to a depth of three hundred (300) feet beneath the surface, except as herein granted and reserved to, or provided for the benefit of, the TMC Parties. Nothing in the foregoing sentence of this Section 8 shall constitute a surrender by TMC or Rosetta to any extent of the right to conduct future operations, as described and provided in this Agreement, on the surface and at all depths within the Mineral Operating Areas or on the Easement Area, or the right to conduct future operations for the purposes described in this Agreement within and throughout the Subsurface Zone at all depths below a depth of three hundred (300) feet beneath the surface.

b. As of the Effective Date, Westervelt quitclaims, surrenders and assigns to (1) Rosetta and its successors and assigns during the term of the Rosetta Oil and Gas Lease (and TMC shall have such right title and interest upon termination of the Rosetta Oil and Gas Lease), subject to the terms of the Rosetta Oil and Gas Lease, any and all right, title and interest of Westervelt in and to oil, gas and other hydrocarbons and other liquid and gaseous substances within or that may be produced from the Subject Property and all rights to use, develop and improve the Subsurface Zone of the Subject Property, either separately or in conjunction with the use of other properties, for all of the purposes set forth in Section 3 and elsewhere in this Agreement, and rights to possess, use, develop and improve the Mineral Operating Areas and the Easement Area in a manner consistent with this Agreement; and (2) TMC all mineral substances within or that may be produced from the Subject Property and all rights to use, develop and improve the Subsurface Zone of the Subject Property, either separately or in conjunction with the use of other properties, for all of the purposes set forth in Section 3 and elsewhere in this Agreement, and rights to possess, use, develop and improve the Mineral Operating Areas and the Easement Area in a manner consistent with this Agreement

9. Notification and Information to Third Parties. The TMC Parties and Westervelt agree that it is desirable that subsequent purchasers of Westervelt's or the TMC Parties' interests in the Subject Property, and other potentially interested or affected third parties, should be aware of the existence of this Agreement and of the respective rights and obligations of the TMC Parties and Westervelt hereunder. Consequently, promptly upon the execution of this Agreement by TMC, Rosetta and Westervelt, TMC will cause this entire Agreement, including its exhibits, to be recorded in the official records of the Sacramento County Recorder.

10. Improvements, Maintenance and Repair. Except as otherwise expressly provided herein, each of the TMC Parties and Westervelt shall be solely responsible for the entire cost and expense of its own possession, use, development and improvement of the Subject Property,

including all taxes and other assessments, and each of the TMC Parties and Westervelt shall have the right to record and to post on the premises such notices of nonresponsibility as it wishes with respect to any work of improvement carried out by or for the benefit or account of the other. The TMC Parties shall be responsible for the payment of all taxes attributable to their ownership or development of the Mineral Interest, and all improvements, fixtures and equipment placed or constructed within the Subject Property by them. Westervelt shall be responsible for all taxes attributable to its ownership of the Mineral Encumbered Fee interest in the Subject Property, and all improvements, fixtures and equipment placed or constructed within the Subject Property by it.

a. Westervelt Improvement of Mineral Operating Areas and Easement Areas.

At substantially the same time that Westervelt is restoring the habitat values of the Subject Property, Westervelt shall, at Westervelt's cost and expense, raise the elevation of the Mineral Operating Areas and the Easement Areas (that are below such elevation) to at least eight (8) feet above sea level using the NGVD 29 datum (the "*Elevation*"). Westervelt shall use locally excavated soils, wheel compacted as placed. Fill on the Mineral Operating Areas shall start at the perimeter of the Mineral Operating Areas and shall have a 3:1 slope on the edges. The Easement Areas shall have a twenty- (20-) foot-wide area at Elevation, with a 3:1 or more gentle slope on the edges. Westervelt shall provide written notice to TMC and Rosetta at least thirty (30) calendar days prior to commencing such activities (the "*Westervelt Notice*"). Within thirty (30) calendar days after the date of the Westervelt Notice, TMC and Rosetta shall notify Westervelt in writing whether TMC and/or Rosetta do not want Westervelt to raise the elevation of any one or more of the Mineral Operating Area(s), in which case Westervelt shall not raise the elevation of such Mineral Operating Area(s). TMC's or Rosetta's failure to provide such written notice shall be deemed to be TMC's or Rosetta's election to have Westervelt raise the elevation of all of the Mineral Operating Areas. The TMC Parties shall, at such parties' cost and expense, reasonably cooperate with Westervelt in conducting any such activities, including without limitation moving, relocating and/or changing the elevation of their equipment and improvements as may be reasonably necessary for Westervelt to undertake such actions. The activities of Westervelt conducted in accordance with this Section 10(a) are sometimes referred to herein as the "*Westervelt Improvements.*" Westervelt shall perform the Westervelt Improvements, and the TMC Parties shall cooperate as required above, within one hundred twenty (120) calendar days after the date of the Westervelt Notice.

b. Costs: Mineral Operating Areas.

(1) Unless and until the TMC Parties shall have exercised their right to the possession, use, development and improvement of the Surface Zone within any Mineral Operating Area, and during periods when after having exercised that right the TMC Parties shall have suspended it (and complied with the requirements of Section 10(b)(2)), Westervelt shall have the nonexclusive right, but not the obligation, to use the surface of the Mineral Operating Areas subject to the terms of this Agreement. Westervelt shall not remove material to change the elevation of the Mineral Operating Areas, remove any improvements placed on such Mineral Operating Areas or use the Mineral Operating Areas for environmental mitigation or wildlife habitat without the prior written consent of TMC and Rosetta (for so long as the Rosetta Oil and Gas Lease continues in effect), which may be withheld in TMC's and Rosetta's sole discretion. Any

written agreement or encumbrance relating to the Mineral Operating Areas entered into by Westervelt with any third party without the prior written consent of TMC and Rosetta (for so long as the Rosetta Oil and Gas Lease continues in effect) shall be void.

(2) Whenever the TMC Parties shall have exercised their use rights over any Mineral Operating Area, and during any continuing period when TMC is operating or maintaining facilities on such Mineral Operating Area, Westervelt shall not thereafter have any right or responsibility to use, occupy or maintain the Mineral Operating Area unless and until any wells or other facilities within the Mineral Operating Area are plugged and abandoned and reclaimed in accordance with the requirements of the California Division of Oil, Gas and Geothermal Resources, and the land surface within that Mineral Operating Area is cleaned, leveled, filled, graded and revegetated, at which time Westervelt shall have the right, but not the obligation, to maintain the surface of the Mineral Operating Areas in the same general condition to which they have been reclaimed by the TMC Parties. Unless and until those requirements have been satisfied, TMC shall be solely responsible for the costs of physically maintaining each Mineral Operating Area, except only such as arises from the negligent or otherwise wrongful action or omission, after the Effective Date, of Westervelt or of others acting under its direction and control, which excepted costs shall be the sole responsibility of Westervelt. For clarity, in addition to the other rights granted or reserved under this Agreement, and without limitation, the TMC Parties shall have the right at all times to maintain berms and other structures to preserve the integrity of its facilities and operations from hazards and conditions after the Effective Date.

(3) Westervelt shall not directly alter the Mineral Operating Areas in a manner that would reasonably be expected to flood, erode, undermine or otherwise damage such areas or the TMC Parties' facilities or operations on such Mineral Operating Area or the TMC Parties' future ability to use such Mineral Operating Area as provided in this Agreement; provided, however, that once Westervelt completes the Westervelt Improvements, Westervelt shall not be required to maintain or further improve or repair the Mineral Operating Areas. If Westervelt fails to comply with the preceding sentence or otherwise encumbers title to the Mineral Operating Areas such that repair, modification or improvement by the TMC Parties is required to accommodate the uses by the TMC Parties permitted under this Agreement, Westervelt shall indemnify and hold the TMC Parties harmless from, and shall bear all costs and expenses of such modification or improvement by the TMC Parties, including without limitation the cost of any mitigation for alteration of wetlands or wildlife habitat, and attorneys' fees and costs.

c. Costs: Easement Area.

(1) The TMC Parties shall be solely responsible for the costs of physically improving, maintaining and repairing the Easement Area if and only insofar as the same either:

(a) arises from any use of the Easement Area by the TMC Parties, including without limitation from the installation, operation, maintenance

and repair of subsurface pipelines and other improvements, facilities, fixtures and equipment incidental and appurtenant to operations of the TMC Parties, before or after the Effective Date within an Easement Area or Mineral Operating Area, except such as may arise from the negligent or otherwise wrongful action or omission of, after the Effective Date or as a breach of this Agreement by, Westervelt or of others acting under its direction and control or as independent contractors on its behalf; or

(b) arises from the grossly negligent or intentional action or omission, following the Effective Date, either of the TMC Parties except such as may arise from the negligent or otherwise wrongful action or omission of, after the Effective Date or as a breach of this Agreement by, Westervelt or of others acting under its direction and control or as independent contractors on its behalf.

(2) Other than the Westervelt Improvements, Westervelt shall have no obligation to physically improve, maintain or repair the Easement Area, except to the extent required for any use of the Easement Area by Westervelt or of others acting under its direction and control, or as a result of the negligent or otherwise wrongful action or omission, following the Effective Date, of Westervelt or of others acting under its direction and control. For clarity, in addition to the other rights granted or reserved under this Agreement, and without limitation, the TMC Parties shall have the right at all times to maintain berms and other structures to preserve the integrity of their facilities and operations within the Easement Area from hazards and conditions existing as of or after the Effective Date.

(3) Westervelt shall not directly alter the Easement Areas in a manner that would reasonably be expected to flood, erode, undermine or otherwise damage such areas or the TMC Parties' facilities or operations on such Easement Areas or the TMC Parties' future ability to use such Easement Areas as provided in this Agreement; provided, however, that once Westervelt completes the Westervelt Improvements, Westervelt shall not be required to maintain or further improve or repair the Easement Areas. If Westervelt fails to comply with the preceding sentence or otherwise encumbers title to the Easement Areas such that repair, modification or improvement by the TMC Parties is required to accommodate the uses by the TMC Parties permitted under this Agreement, Westervelt shall indemnify and hold the TMC Parties harmless from, and shall bear all costs and expenses of such modification or improvement by the TMC Parties, including without limitation the cost of any mitigation for alteration of wetlands or wildlife habitat and attorneys' fees and costs.

d. Westervelt's Improvements, Etc. Except for the limitations on Westervelt's direct activities within the Mineral Operating Areas and the Easement Areas as stated in Sections 1(b), 2, 10(b)(3) and 10(c)(3), Westervelt shall have the right, without the TMC Parties' consent or notification to the TMC Parties (or the consent or notification of the TMC Parties), to possess, use, develop, preserve and/or restore to its natural state, and/or improve the Surface Zone of the Subject Property, and to carry out any grading or paving within the Surface Zone of the Subject Property, and/or to make, construct or alter any improvement on the Surface Zone of the Subject Property, including without limitation the right to breach any

levees located on the Surface Zone of the Subject Property whether or not such action alters the direction, rate or volume of absorption, flow or discharge of surface water onto or within a Mineral Operating Area and/or the Easement Area. The TMC Parties shall be solely responsible, at their sole cost and expense, for preserving, protecting and maintaining any improvements they make to the Mineral Operating Areas and/or the Easement Area with respect to conditions existing after the Effective Date except as provided in Sections 10(b)(3) and 10(c)(3). Other than completing the Westervelt Improvements and except to the extent otherwise expressly provided in Sections 10(b)(3) and 10(c)(3), Westervelt shall have no responsibility or obligation whatsoever to protect any such improvements, including without limitation protection from damage caused by water or flooding.

11. No Obstruction of the TMC Parties' Use.

a. Westervelt shall not make, construct or install, or permit to be made, constructed or installed, any improvement within the Mineral Operating Areas or the Easement Area that unreasonably interferes with the full and complete exercise of the rights of any of the TMC Parties as herein provided for the possession, use, development and improvement of the Mineral Operating Areas and of the Subsurface Zone. Any such improvement that materially interferes with the full and complete exercise of the rights of any of the TMC Parties as herein provided shall be removed by Westervelt within thirty (30) days of receipt of written notification and demand from the affected TMC Parties at Westervelt's sole cost and expense.

b. Westervelt shall not convey, dedicate or otherwise commit any portion of, or interest in any portion of, the Mineral Operating Areas or the Easement Area to any public or private use (such as, for example, but without limitation, a school, hospital, place of public assembly, conservation easement, etc.) that unreasonably interferes with the full and complete exercise of the rights of the TMC Parties as herein provided for the possession, use, development and improvement of the Mineral Operating Areas and Easement Area and any dedicated public streets within the Subject Property, and of the Subsurface Zone.

c. Westervelt agrees that no zoning change, modification or variance shall be sought or obtained by or on behalf of Westervelt with respect to the land within a Mineral Operating Area or Easement Area without the prior written consent of the TMC Parties, which may be withheld by any of the TMC Parties in their sole discretion.

d. Westervelt agrees that it shall not oppose, directly or indirectly, the possession, use or improvement of a Mineral Operating Area by any of the TMC Parties for purposes permitted hereunder, or the use or improvement of an Easement Area by the TMC Parties for purposes that are incidental to or in support of such possession, use or improvement of a Mineral Operating Area.

e. Any delay in the assertion by any of the TMC Parties of its rights under the provisions of this Section 12 (or any of its subsections), however long continued or frequently repeated, shall not constitute a waiver or other limitation of such rights in any circumstances, and the doctrines of laches or estoppel shall not impair any remedy of the TMC Parties.

f. Westervelt shall not seek or obtain any moratorium, injunction or declaration from any court or governmental agency preventing or precluding oil and gas activities within the Easement Areas, the Mineral Operations Areas and the Subsurface Zone of the Subject Property.

12. Mutual Representations of the Parties. Each of the TMC Parties and Westervelt (as the "*Bound Party*") hereby represents and warrants to and for the benefit of the other that:

a. this Agreement, when executed and delivered by the Bound Party, will constitute the legal, valid and binding obligation of the Bound Party in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally;

b. the Bound Party has reviewed all of the terms and provisions of this Agreement, has consulted with counsel of its choice to the extent the Bound Party deems appropriate, and understands all of the terms and provisions of this Agreement;

c. there is not now pending against or affecting the Bound Party, nor, to the knowledge of the Bound Party, is there threatened in writing, any action, suit or proceeding at law or in equity or by or before any administrative agency that if adversely determined would materially adversely impair or affect the financial condition of the Bound Party, or its legal right or practical ability to perform its obligations under this Agreement;

d. the execution, delivery and performance by the Bound Party of this Agreement will not violate any provision of law, any order of court or other agency of government, or, except as provided in Section 14, any agreement to which it is a party or by which it or any of its interest in the Subject Property is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such agreement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its interest in the Subject Property;

e. the Bound Party has the power and authority to enter into and perform this Agreement, has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and has received all necessary consents or approvals of any governmental authority or other person to such execution, delivery and performance; and

f. no unsatisfied condition precedent to the effectiveness and enforceability of this Agreement against the Bound Party in accordance with its terms exists as of the date of this Agreement, and the effectiveness and enforceability of this Agreement is not in any way conditioned or contingent upon any event, occurrence or happening, or, except as provided in Section 14, upon any condition existing or coming into existence either before or after the execution of this Agreement.

13. Notice. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either party; may be sent by registered or certified mail, with postage prepaid, return receipt requested; may be delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid; or may be transmitted by

facsimile transmission (provided a hard copy of such transmission is thereafter delivered in one of the foregoing prescribed methods) and addressed as follows:

TMC: Transamerica Minerals Company
1899 Western Way, Suite 330
Torrance, CA 90501
Fax: (310) 533-0520

With a copy to: AEGON USA Realty Advisors, Inc.
4333 Edgewood Road NE
Cedar Rapids, IA 52499
Attn: Gregg Snitker
Fax: (319) 355-2303

Rosetta: Rosetta Resources Operating, LP
717 Texas Avenue, Suite 2800
Houston, TX 77002
Attn: General Counsel
Fax: (713) 335-4136

Westervelt: Westervelt Ecological Services, LLC
1400 Jack Warner Parkway
Tuscaloosa, AL 35404
Attn: Elizabeth K. Shaw
Fax: (205) 562-5012

With a copy to: Westervelt Ecological Services, LLC
600 N Market Boulevard, Suite 3
Sacramento, CA 95834
Attn: Greg Sutter
Fax: (916) 646-3675

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given and received twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Either party may change its address (or facsimile number) for such notice by giving the other party written notice of the same in the manner provided above.

14. Oil and Gas Leases. TMC hereby represents and warrants to Westervelt that, as of the Effective Date, the Rosetta Oil and Gas Lease is the only lease, license or other similar agreement entered into by TMC with respect to all or any portion of TMC's rights with respect to the Subject Property. Rosetta represents and warrants that, by execution of this Agreement,

Rosetta has agreed that the Rosetta Oil and Gas Lease (as it applies to the Subject Property) shall be subject to this Agreement with respect to use of the Surface Zone only, and that in the event of any conflict or inconsistency between the Rosetta Oil and Gas Lease and this Agreement, the provisions of this Agreement shall control, but only as to Surface Zone. TMC represents and warrants that any and all future leases, licenses and other similar agreements entered into by TMC with respect to all or any portion of TMC's rights with respect to the Subject Property shall also be subject and subordinate in each and every respect to this Agreement, and the rights of any future lessee, licensee or transferee of TMC shall be subject to and limited by the rights of TMC as described in this Agreement. TMC and Rosetta make no other representation or warranty with respect to TMC's or Rosetta's title to the Subject Property.

15. Appurtenant Nature of Rights and Obligations; Successors and Assigns.

a. The provisions of this Agreement shall extend to the benefit of and bind the parties and their respective successors and assigns, including without limitation any future lessees, licensees or transferees of all or any portion of the parties' respective rights with respect to the Subject Property.

b. The rights and obligations of the TMC Parties hereunder are and shall remain appurtenant to the Mineral Interest. Any assignment or transfer of such rights to all or an undivided fraction of the interest or estate of the assigning or transferring party, in all or any part of the Subject Property, shall effect a pro tanto release of the assigning or transferring party from any and all thereafter accruing obligations under this Agreement.

c. All of the restrictions, covenants, promises and any other obligations contained herein shall be covenants and conditions running with the land and shall be binding upon and enforceable against the TMC Parties and Westervelt, and their respective successors and assigns, throughout the Subject Property.

16. Waiver. No deliberate or unintentional failure by either party to require strict performance by the other of any obligation hereunder shall be deemed a waiver, and each party shall have the right at any time to require strict performance by the other with the terms of this Agreement. Either party's acceptance of the performance of any obligation to cure any default shall not be construed as a waiver of any rights with respect to any other past, present or future default. No waiver in a particular instance of the requirement that any obligation under this Agreement be performed shall be construed as a waiver with respect to any other obligation or instance.

17. Severability. The provisions of this Agreement are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of this Agreement in any other jurisdiction. The unaffected portion and provisions of this Agreement will be enforced to the maximum extent permitted by law.

18. Entire Agreement. This Agreement, together with the Original Grant Deed insofar as it is not in conflict with the provisions of this Agreement, and with respect to the obligations of Rosetta directly to TMC, the Rosetta Oil and Gas Lease, embodies the entire agreement and understanding between TMC, Rosetta and Westervelt concerning their respective rights to the possession, use, development and improvement of the Subject Property and may not be modified other than in a writing executed by the respective parties. If there is any conflict or inconsistency between this Agreement and the Original Grant Deed or the Rosetta Oil and Gas Lease, as to use of the Surface Zone only, then as between TMC, Rosetta and Westervelt, and their respective successors and assigns, the provisions of this Agreement shall control as to use of the Surface Zone. The final form of this Agreement results from negotiations between the parties, notwithstanding that a particular provision may have been initially proposed by one or another of the parties, and it shall be so construed in such a manner as to give effect to the mutual intentions and expectations of the parties, and not for or against either party on the basis that specific language may have been proposed by it.

19. Counterpart Execution. This Agreement may be executed in counterparts that shall be taken together to constitute a single instrument and that may be assembled into a single instrument for recording.

20. Governing Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the state of California. Any action shall be brought solely in the federal or state courts having venue in Sacramento, California, to the extent allowed under applicable law, and each of the parties irrevocably consents to the jurisdiction and venue of such courts for all such purposes, which jurisdiction and venue are mandatory and not elective.

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

In the event that the jury trial waiver provision contained in this Agreement is not enforceable, the parties elect to proceed as follows: any controversy, dispute or claim (each, a "*claim*") between the parties arising out of or relating to this Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 *et seq.* of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive procedure for the resolution of any claim, including whether the claim is subject to the reference proceeding.

21. Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. Notwithstanding the foregoing, in the event the date for the performance of an action or the giving of a notice falls on a Saturday, Sunday or holiday recognized by the U.S. government,

then the date for the performance of such action or giving of such notice shall be automatically extended to the next succeeding business day.

22. Right to Specific Performance. Each party acknowledges that the real property rights described in this Agreement are unique, damages would be an inadequate remedy in the event of default by either party, and in such event either party shall have the right to injunctive and other relief to require specific performance of this Agreement by the other party.

23. Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the nondefaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

In witness of which the undersigned have executed and delivered this Agreement on the date set forth in the respective acknowledgment of their signatures, but as of the Effective Date set forth above.

Transamerica Minerals Company, a
California corporation

Westervelt Ecological Services, LLC,
a Delaware limited liability company

By: Steph Noon

~~Terry L. Alfred, Vice President~~
Steve Noonan, Senior Vice President

By: _____

Name: _____

Title: _____

Rosetta Resources Operating, LP
a Delaware Limited Partnership
By Rosetta Resources Operating GP,
LLC, a Delaware LLC, its General
Partner

By: _____

Name: _____

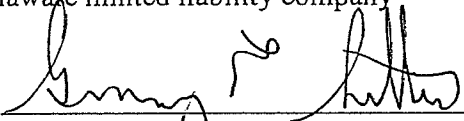
Date: _____

In witness of which the undersigned have executed and delivered this Agreement on the date set forth in the respective acknowledgment of their signatures, but as of the Effective Date set forth above.

Transamerica Minerals Company, a
California corporation

By: _____
Terry L. Allred, Vice President

Westervelt Ecological Services, LLC,
a Delaware limited liability company

By: 
Name: GREGORY E SUTTER
Title: VICE PRESIDENT

Rosetta Resources Operating, LP
a Delaware Limited Partnership
By Rosetta Resources Operating GP,
LLC, a Delaware LLC, its General
Partner

By: _____
Name: _____
Date: _____

In witness of which the undersigned have executed and delivered this Agreement on the date set forth in the respective acknowledgment of their signatures, but as of the Effective Date set forth above.

**Transamerica Minerals Company, a
California corporation**

**Westervelt Ecological Services, LLC,
a Delaware limited liability company**

By: _____
Terry L. Allred, Vice President

By: _____
Name: _____
Title: _____

**Rosetta Resources Operating, LP
a Delaware Limited Partnership
By Rosetta Resources Operating GP,
LLC, a Delaware LLC, its General
Partner**

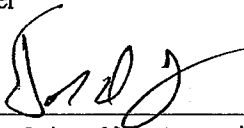
By:  _____
Name: John Clayton, Vice President
Date: 5-23-08



Exhibit A

Attached to and made a part of that certain Easement Agreement dated June 6,
2008 by and among Transamerica Minerals Company, Westervelt Ecological Services, LLC, and
Rosetta Resources Operating LP.

Legal Description of the Subject Property

(Insert legal description of the Subject Property)

Order Number: 4806-2798851

LEGAL DESCRIPTION

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

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 5 EAST, M D.B.&M., AND THE CENTER LINE OF GRIZZLY SLOUGH; THENCE WEST ALONG THE EAST AND WEST MIDSECTION LINE OF SECTIONS 26 AND 27, SAID TOWNSHIP AND RANGE; TO THE WEST LINE OF SAID SECTION 27; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 27 TO THE EAST BANK OF THE MOKELUMNE RIVER; THENCE SOUTHERLY ALONG THE EASTERLY BANK OF SAID MOKELUMNE RIVER TO THE NORTH END OF A CUT-OFF HAVING BEEN CONSTRUCTED BY THE STATE OF CALIFORNIA IN THE YEAR 1905; THENCE SOUTHERLY ALONG THE EASTERLY BANK OF SAID CUT-OFF TO ITS SOUTHERLY END AND THE EASTERLY BANK OF THE MOKELUMNE RIVER; THENCE SOUTHERLY ALONG THE EASTERLY BANK OF THE MOKELUMNE RIVER TO THE EAST AND WEST MIDSECTION LINE OF SECTION 34, SAID TOWNSHIP AND RANGE; THENCE EAST ALONG SAID LINE 19 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE GALT-NEW HOPE ROAD; THENCE NORTH 1 CHAIN TO THE NORTH LINE OF SAID ROAD; THENCE EAST ALONG THE NORTH LINE OF SAID ROAD TO THE CENTER OF GRIZZLY SLOUGH; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID GRIZZLY SLOUGH TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE BED OF THE NORTH FORK MOKELUMNE AND GRIZZLY SLOUGH BELOW THE LINE OF NATURAL ORDINARY HIGH TIDE AND HIGHWATER MARK; AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LINE OF NATURAL ORDINARY HIGH TIDE, AND OR HIGHWATER.

APN: 146-0140-003-0000 and 146-0140-004-0000

Exhibit B

Attached to and made a part of that certain Easement Agreement dated June 6,
2008 by and among Transamerica Minerals Company, Westervelt Ecological Services, LLC and
Rosetta Resources Operating LP.

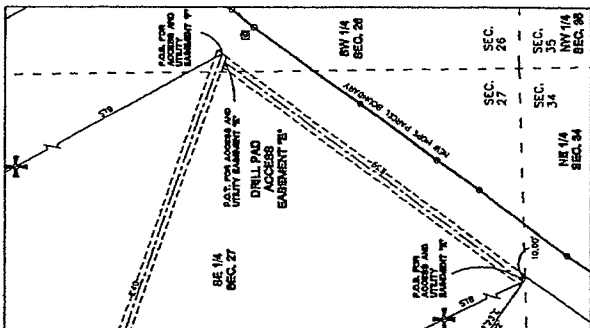
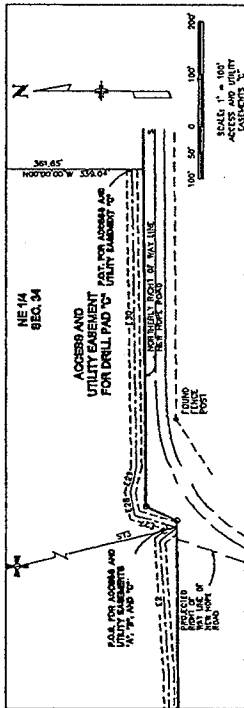
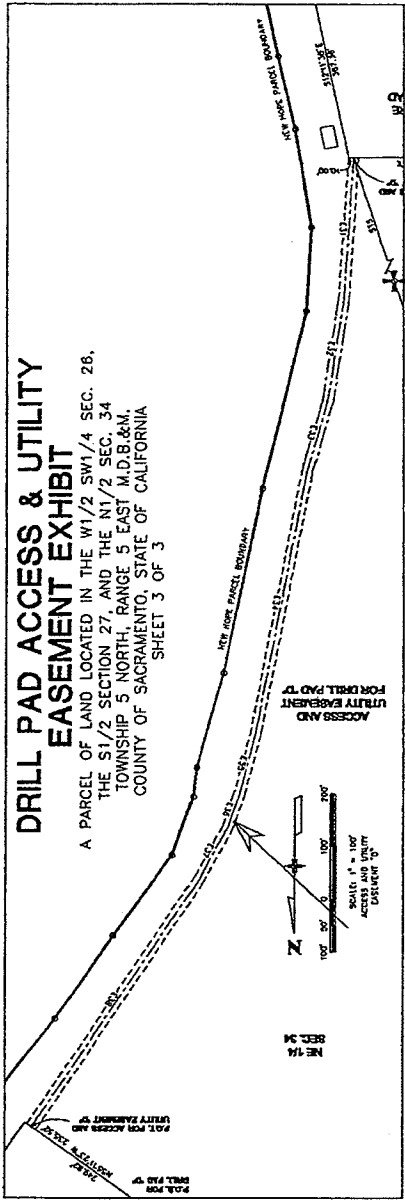
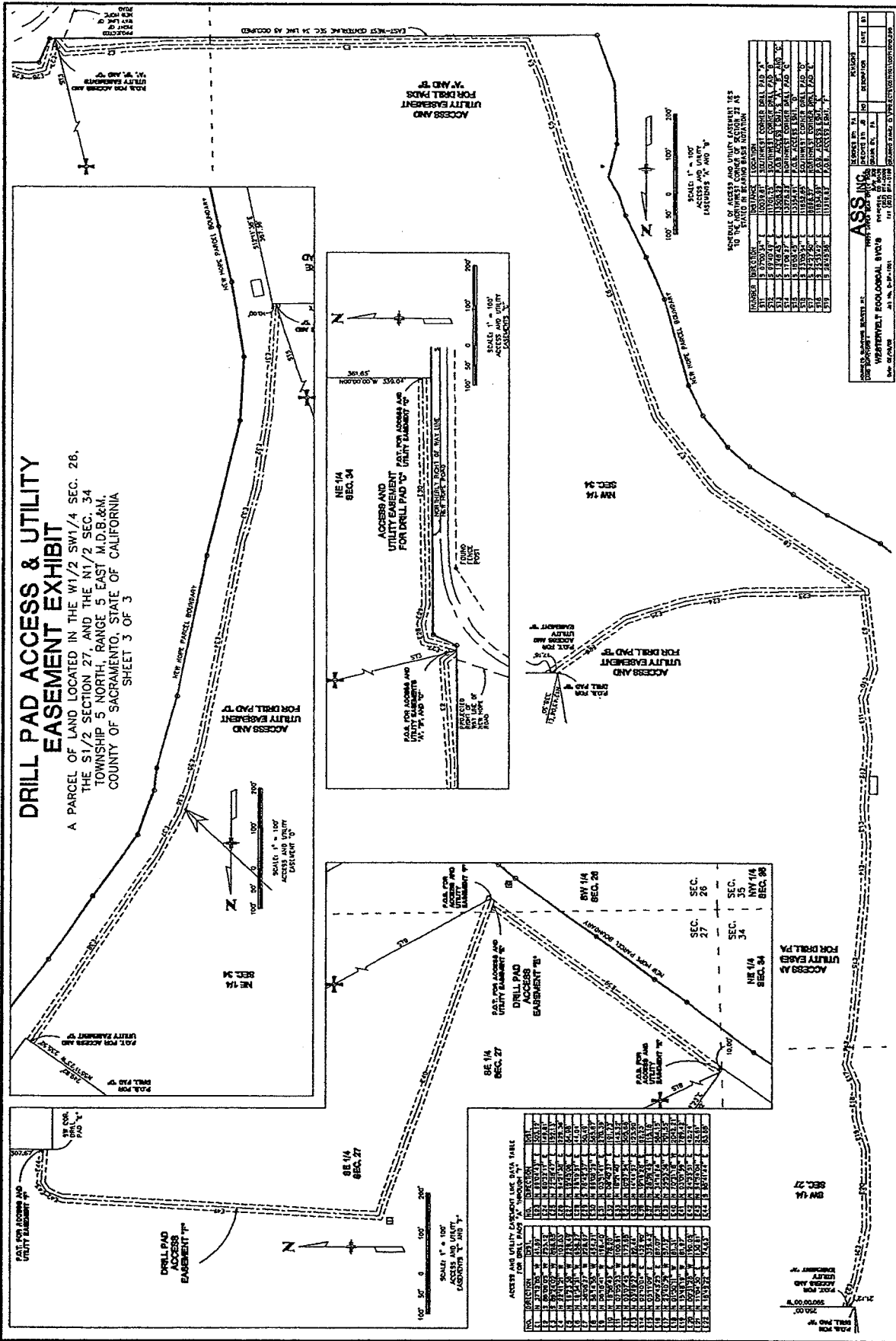
Depiction of Mineral Operating Areas and Easement Area

(Insert land plat showing Mineral Operating Areas and Easement Area)

DRILL PAD ACCESS & UTILITY EASEMENT EXHIBIT

A PARCEL OF LAND LOCATED IN THE W1/2 SW1/4 SEC. 26, THE S1/2 SECTION 27, AND THE N1/2 SEC. 34 TOWNSHIP 5 NORTH, RANGE 5 EAST M.D.B.&M. COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SHEET 3 OF 3



ACCESS AND UTILITY EASEMENT LINE DATA TABLE

LINE NO.	START POINT	END POINT	LENGTH (FEET)	BEARING	AREA (SQ. FEET)
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TABLE OF ACCESS AND UTILITY EASEMENT LINES TO BE PLACED IN PLAYING THIS NOTATION AS SHOWN ON THIS PLAN

LINE NO.	START POINT	END POINT	LENGTH (FEET)	BEARING	AREA (SQ. FEET)
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WESTERN ECOLOGICAL SVCS
 1111 10TH ST. SUITE 100
 SACRAMENTO, CA 95811
 TEL: 916.441.1111
 FAX: 916.441.1112
 WWW.WESTERNECOLOGICAL.COM

ASS INC
 1111 10TH ST. SUITE 100
 SACRAMENTO, CA 95811
 TEL: 916.441.1111
 FAX: 916.441.1112
 WWW.ASSINC.COM

SCALE: 1" = 100'
 ACCESS AND UTILITY EASEMENTS

DATE: 11/11/11

PROJECT: 1111 10TH ST. SUITE 100

DATE: 11/11/11

PROJECT: 1111 10TH ST. SUITE 100

Exhibit C

Attached to and made a part of that certain Easement Agreement dated June 6,
2008 by and among Transamerica Minerals Company, Westervelt Ecological Services, LLC and
Rosetta Resources Operating LP.

Legal Description of Mineral Operating Areas and Easement Area

(Add specific legal descriptions of all Mineral Operating Areas and Easement Area)

LEGAL DESCRIPTION-DRILL PAD "A"

AN EASEMENT LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S07°00'34"E, 10039.61 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF DRILL PAD "A"; THENCE N00°00'00"W, 435.60 FEET TO A POINT; THENCE N90°00'00"E, 250.00 FEET TO A POINT; THENCE S00°00'00"E, 435.60 FEET TO A POINT; THENCE S90°00'00"W, 250.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 108,900 FEET OR 2.50 ACRES, MORE OR LESS.

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, BEING S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION-DRILL PAD "B"

AN EASEMENT LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S09°40'49"E, 11,701.25 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF DRILL PAD "B"; THENCE N12°43'06"E, 338.30 FEET TO A POINT; THENCE S90°00'00"E, 292.76 FEET TO A POINT; THENCE S00°00'00"W, 330.00 FEET TO A POINT; THENCE S90°00'00"W, 367.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 108,900 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION-DRILL PAD "C"

AN EASEMENT LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S17°06'27"E, 13,278.23 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF DRILL PAD "C"; THENCE N90°00'00"E, 263.26 FEET TO A POINT; THENCE S12°11'38"E, 367.36 FEET TO A POINT; THENCE S89°33'56"W, 340.87 FEET TO A POINT; THENCE N00°00'00"W, 361.65 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 108,900 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION-DRILL PAD "D"

AN EASEMENT LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 27 AND THE NORTHEAST ONE-QUARTER OF SECTION 34, BOTH IN TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S23°06'54"E, 11,652.65 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF DRILL PAD "D"; THENCE N34°48'37"E, 435.91 FEET TO A POINT; THENCE S55°11'23"E, 249.82 FEET TO A POINT; THENCE S34°48'37"W, 435.91 FEET TO A POINT; THENCE N55°11'23"W, 249.82 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 108,900 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION-DRILL PAD "E"

AN EASEMENT LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C E. 17381; THENCE S24°27'50"E, 8,898.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF DRILL PAD "E"; THENCE N90°00'00"E, 330.00 FEET TO A POINT; THENCE S00°00'00"W, 330.00 FEET TO A POINT; THENCE N90°00'00"W, 330.00 FEET TO A POINT, THENCE N00°00'00"E, 330.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 108,900 SQUARE FEET OR 2.50 ACRES, MORE OR LESS.

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT FOR DRILL PAD "A"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE NORTHEAST ONE-QUARTER SECTION 34, NORTHWEST ONE-QUARTER OF SECTION 34, AND SOUTHWEST ONE-QUARTER OF SECTION 27, ALL IN TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S13°48'45"E, 13,508.29 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NEW HOPE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWENTY-TWO COURSES:

- 1) N37°12'55"W, 41.89 FEET TO A POINT;
- 2) THENCE S86°06'05"W, 255.12 FEET TO A POINT;
- 3) THENCE S89°24'02"W, 898.85 FEET TO A POINT;
- 4) THENCE N22°41'21"W, 103.03 FEET TO A POINT;
- 5) THENCE N16°23'36"W, 229.49 FEET TO A POINT;
- 6) THENCE N19°34'31"W, 658.27 FEET TO A POINT;
- 7) THENCE N38°08'27"W, 228.97 FEET TO A POINT;
- 8) THENCE N56°14'55"W, 454.21 FEET TO A POINT;
- 9) THENCE N06°16'41"W, 196.40 FEET TO A POINT;
- 10) THENCE N18°58'43"E, 78.20 FEET TO A POINT;
- 11) THENCE N07°05'23"W, 100.61 FEET TO A POINT;
- 12) THENCE N03°07'45"E, 173.55 FEET TO A POINT;
- 13) THENCE N03°49'27"W, 92.44 FEET TO A POINT;
- 14) THENCE N02°10'04"E, 132.90 FEET TO A POINT;
- 15) THENCE N05°11'09"E, 325.43 FEET TO A POINT;
- 16) THENCE N09°43'23"E, 87.07 FEET TO A POINT;
- 17) THENCE N23°40'39"W, 57.12 FEET TO A POINT;
- 18) THENCE N01°30'11"W, 81.31 FEET TO A POINT;
- 19) THENCE N15°48'19"W, 81.97 FEET TO A POINT;
- 20) THENCE N00°31'28"W, 190.05 FEET TO A POINT;
- 21) THENCE N11°04'30"E, 130.61 FEET TO A POINT;
- 22) THENCE N18°49'22"E, 74.63 FEET TO THE POINT OF TERMINUS, SAID POINT BEING N00°00'00"E, 21.12 FEET FROM THE SOUTHWEST CORNER OF DRILL PAD "A".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E.

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17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS
COUNTY MONUMENT SET BY R.C.E 28151 AS SHOWN IN DETAIL "A" OF
THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF
NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND
DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT FOR DRILL PAD "B"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE NORTH HALF OF SECTION 34, ALL IN TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S13°48'45"E, 13,508.29 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NEW HOPE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWELVE COURSES:

- 1) N37°12'55"W, 41.89 FEET TO A POINT;
- 2) THENCE S86°06'05"W, 255.12 FEET TO A POINT;
- 3) THENCE S89°24'02"W, 898.85 FEET TO A POINT;
- 4) THENCE N22°41'21"W, 103.03 FEET TO A POINT,
- 5) THENCE N16°23'36"W, 229.49 FEET TO A POINT;
- 6) THENCE N19°34'31"W, 658.27 FEET TO A POINT,
- 7) THENCE N38°08'27"W, 228.97 FEET TO A POINT,
- 8) THENCE N56°14'55"W, 454.21 FEET TO A POINT;
- 9) THENCE N89°04'43"E, 303.12 FEET TO A POINT;
- 10) THENCE N80°32'11"E, 149.81 FEET TO A POINT;
- 11) THENCE N72°38'47"E, 152.13 FEET TO A POINT;
- 12) THENCE N54°21'38"E, 229.36 FEET TO THE POINT OF TERMINUS, SAID POINT BEING N90°00'00"E, 17.16 FEET FROM THE SOUTHWEST CORNER OF DRILL PAD "B".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT FOR DRILL PAD "C"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S13°48'45"E, 13,508.29 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NEW HOPE ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR COURSES:

- 1) N15°45'06"E, 84.98 FEET TO A POINT;
- 2) THENCE N78°19'51"E, 44.04 FEET TO A POINT;
- 3) THENCE S76°42'37"E, 50.49 FEET TO A POINT;
- 4) THENCE N89°06'29"E, 565.67 FEET TO THE POINT OF TERMINUS, SAID POINT BEING S00°00'00"E, 339.04 FEET FROM THE NORTHWEST CORNER OF DRILL PAD "C".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT FOR DRILL PAD "D"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S18°08'45"E, 13,354.91 FEET TO THE POINT OF BEGINNING, SAID POINT BEING N90°00'00"E, 253.24 FEET FROM THE NORTHWEST CORNER OF DRILL PAD "C"; THENCE ALONG SAID CENTERLINE THE FOLLOWING EIGHT COURSES:

- 1) N03°51'41"E, 270.39 FEET TO A POINT;
- 2) THENCE N08°40'37"E, 191.73 FEET TO A POINT;
- 3) THENCE N16°21'40"E, 143.32 FEET TO A POINT;
- 4) THENCE N10°57'54"E, 505.68 FEET TO A POINT;
- 5) THENCE N14°44'57"E, 123.90 FEET TO A POINT;
- 6) THENCE N19°16'28"E, 62.23 FEET TO A POINT;
- 7) THENCE N28°39'45"E, 115.18 FEET TO A POINT;
- 8) THENCE N34°14'24"E, 564.15 FEET TO THE POINT OF TERMINUS, SAID POINT BEING S55°11'23"E, 235.22 FEET FROM THE SOUTHWEST CORNER OF DRILL PAD "D".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT "E"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 27 AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, BOTH IN TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S25°33'42"E, 11,634.99 FEET TO THE POINT OF BEGINNING, SAID POINT BEING N55°11'23"E, 10.00 FEET FROM THE NORTHEAST CORNER OF DRILL PAD "D"; THENCE ALONG SAID CENTERLINE N35°53'36"E, 701.55 FEET TO THE POINT OF TERMINUS, SAID POINT BEING N72°37'26"E, 16.67 FEET TO THE POINT OF BEGINNING OF ACCESS AND UTILITY EASEMENT "F".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E. 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

LEGAL DESCRIPTION

ACCESS AND UTILITY EASEMENT "F" FOR DRILL PAD "E"

AN ACCESS AND UTILITY EASEMENT BEING 20 FEET WIDE, 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE WITH SIDELINES EXTENDED AND CONTRACTED TO MEET EXISTING BOUNDARY LINES, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 27 AND THE SOUTHWEST ONE-QUARTER OF SECTION 26, BOTH IN TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 5 EAST, M. D. B. & M., COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, SAID POINT BEING A 1-1/4 INCH BRASS CAP MARKED R.C.E. 17381; THENCE S28°45'58"E, 11,319.83 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE COURSES:

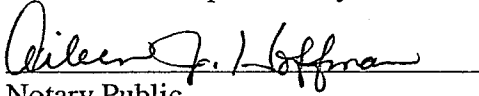
- 1) N70°31'18"W, 2,042.21 FEET TO A POINT;
- 2) THENCE N03°01'59"E, 789.42 FEET TO A POINT,
- 3) THENCE N24°33'51"E, 42.24 FEET TO A POINT;
- 4) THENCE N54°34'04"E, 24.61 FEET TO A POINT;
- 5) THENCE S85°41'44"E, 83.68 FEET THE POINT OF TERMINUS, SAID POINT BEING S00°00'00"E, 307.67 FEET FROM THE NORTHWEST CORNER OF DRILL PAD "E".

BASIS OF BEARING IS BETWEEN THE NEW HOPE GPS 3 INCH ALUMINUM CAP MARKED BUREAU OF RECLAMATION, NEW HOPE, GPS, 1997, ON THE SOUTH SIDE OF NEW HOPE ROAD AT COORDINATE VALUE NORTHING 1849806.39, EASTING 6733366.45 AND THE ACCEPTED SECTION CORNER AT THE INTERSECTION OF SECTIONS 15, 16, 21, AND 22 SET BY R.C.E 17381, S89°48'00"W (S89°43'35"W, MEAS.), 7.86 FEET FROM THE BRASS COUNTY MONUMENT SET BY R.C.E. 28151 AS SHOWN IN DETAIL "A" OF THE RECORD OF SURVEY NO. 1008 WITH A COORDINATE VALUE OF NORTHING 1862866.53, EASTING 6725799.60, SAID BEARING AND DISTANCE BEING N30°05'15"W, 15,093.85 FEET, MORE OR LESS.

STATE OF IOWA

COUNTY OF LINN

On this 23rd day of May, 2008, before me, a Notary Public, in and for said county, personally appeared Steve Noonan, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President of said Transamerica Minerals Company, a California corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors or trustees and the said corporation acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

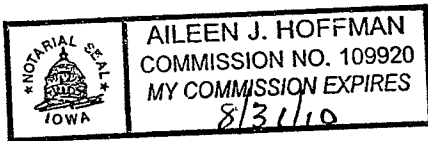


Notary Public

Print Name: Aileen J. Hoffman

(Seal, if any)

My commission expires: 8/31/10



STATE OF CALIFORNIA)
) SS
COUNTY OF Sacramento)

On May 21st, 2008, before me, Manjinder Dheensa, Notary Public, personally appeared Gregory Edward Suttel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Manjinder Dheensa
Notary Public



(Seal)

B.S.

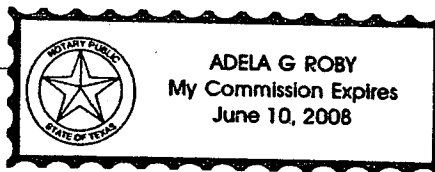
STATE OF CALIFORNIA Texas)
) SS
COUNTY OF Harris)

On May 23rd 2008, before me, Adela G. Roby, Notary Public, personally appeared John D. Clayton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Adela G Roby
Notary Public



(Seal)