

List of Exhibits to Mutual Benefit Agreement

- Exhibit A: Rancho North Property
- Exhibit B: Golf Course Property
- Exhibit C: Park Access Easements
- Exhibit D: Grant of Easement Agreement
- Exhibit E: Clementia Community Park
- Exhibit F: Mandatory Provisions of Master North Declaration
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EXHIBIT A

Description of Rancho North Property

All the real property located in the County of Sacramento, State of California, as more particularly described below:

PARCEL ONE

Parcels 10 and 12, as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County, California on February 28, 1990, in Book 117 of Parcel Maps, at Page 15, as amended by that certain Parcel Map filed in the Office of the County Recorder of Sacramento County, California on April 3, 1991, in Book 123 of Parcel Maps, at Page 26.

Together with all that portion of Parcel 6, as Parcel 6 shown on that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records, described as follows:

Beginning at a point common to said Parcel 6, and said Parcel 10 from which the Northwesterly corner of said Parcel 10 bears North $01^{\circ}54'06''$ West 1162.47;

Thence, from said **Point of Beginning** along the common boundary of said Parcel 6 and said Parcel 10 South $38^{\circ}06'50''$ West 160.03 feet;

Thence, leaving said common boundary along the following 2 courses:

- 1) North $24^{\circ}03'09''$ West 32.50 feet,
- 2) North $49^{\circ}20'16''$ East 147.67 feet to the **Point of Beginning**.

containing 0.053 acres, more or less.

Excepting therefrom Area A and Area B described as follows:

AREA A:

Being a portion of Parcel 10 as shown in that particular Parcel Map filed in Book 117 of Parcel Maps, at Page 15, Sacramento County Records, described as follows:

Beginning at a point on the Southerly line of said Parcel 10 from which the

Northwesterly corner of said Parcel 10 bears North $00^{\circ}11'37''$ West 1433.48 feet,

Thence, from said **Point of Beginning** along the common boundary of Parcel 6 of that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records, and said Parcel 10 the following 3 courses:

- 1) South $81^{\circ}19'26''$ West 51.11 feet,
- 2) North $14^{\circ}16'03''$ West 133.99 feet, and
- 3) North $38^{\circ}06'50''$ East 29.97 feet;

Thence leaving said common boundary South $24^{\circ}03'09''$ East 159.59 feet to the **Point of Beginning**.

containing 0.127 acres, more or less.

AREA B:

Being a portion of Parcel 10 as shown on that particular Parcel Map filed in Book 117 of Parcel Maps, at Page 15, Sacramento County Records, described as follows:

Beginning at a point on the Southerly line of said Parcel 10 from which the Northwesterly corner thereof bears North $06^{\circ}30'02''$ East 1031.63 feet;

Thence, from said Point of Beginning, along the common boundary of Parcel 6 of that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records and said Parcel 10 the following 3 courses:

- 1) South $64^{\circ}23'20''$ West 128.73 feet,
- 2) South $43^{\circ}43'15''$ West 119.67 feet, and
- 3) North $51^{\circ}03'49''$ West 72.56 feet;

Thence leaving said common boundary line along the following 2 courses:

- 1) North $58^{\circ}18'56''$ East 205.24 feet, and
- 2) South $82^{\circ}02'29''$ East 81.36 feet to the **Point of Beginning**.

containing 0.256 acres, more or less.

APN 073-0790-011

APN 073-0800-002

PARCEL TWO

Parcel 7, as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County, California on February 28, 1990, in Book 117 of Parcel Maps, at Page 15, as amended by that certain Parcel Map filed in the Office of the County Recorder of Sacramento County, California on April 3, 1991, in Book 123 of Parcel Maps, at Page 26.

Excepting therefrom that portion said Parcel 7 described as follows:

BEGINNING AT the southwest corner of the parcel described herein, from which point the easterly terminus of the course shown on said Parcel Map filed in Book 117 of Parcel Maps at Page 15 as South 78° 03' 12" West 247.29 feet, bears South 21° 11' 18" East 169.43 feet;

Thence from said Point of Beginning, North 01°00'00" West 67.00 feet;

Thence North 89°00'00" East 104.00 feet; Thence South 01°00'00" East 67.00 feet;

Thence South 89°00'00" East 104.00 feet to the Point of Beginning.

Also excepting therefrom that portion of said Parcel 7 transferred from said Parcel 7 to Parcel 6 (as Parcel 6 is shown and described on that certain "Parcel Map of Rancho Murieta" filed in the Office of the County Recorder of Sacramento County, State of California, on June 11, 1973, in Book 12 of Parcel Maps, at Page 47) by County of Sacramento lot line adjustment Resolution No. 82-SRC-02, recorded on August 21, 1995, in Series No. 199508216035 of the Official Records of the County of Sacramento, being therein described as follows:

BEGINNING AT the most westerly corner of said Parcel 7, said point being also a point on the northeasterly line of Jackson Road (State Highway 16);

Thence from said Point of Beginning, along the northerly line of said Parcel 7 North 18°47'41" East 64.19 feet;

Thence continuing along the northerly line of said Parcel 7 the following seventeen (17) consecutive courses:

- 1) South 68°30'09" East 391.88 feet,
- 2) South 82°59'145" East 264.57 feet
- 3) North 49°40'03" East 258.95 feet,
- 4) North 21°33'00" East 76.23 feet,
- 5) South 80°26'03" East 191.36 feet;
- 6) North 84°25'21" East 295.30 feet,
- 7) North 64°36'32" East 209.14 feet,
- 8) North 04°25'25" West 455.77 feet,
- 9) North 81°10'17" East 849.95 feet,
- 10) North 28°06'08" East 160.23 feet,
- 11) North 73°37'07" East 97.40 feet,
- 12) South 57°45'49" East 133.78 feet,
- 13) North 59°44'17" East 139.40 feet,
- 14) North 00°08'38" West 275.94 feet,
- 15) North 31°57'46" East 34.15 feet,
- 16) North 69°23'38" East 44.67 feet, and
- 17) South 00°08'38" East 672.03 feet to the southwest corner of the "Granlees' Life Estate Wells Fargo Bank" parcel as shown on said Parcel Map;

Thence leaving the northerly line of said Parcel 7, South 00°08'38" East 364.08 feet to a point on the South line of said Parcel 7;

Thence along the southerly line of said Parcel 7 the following fifteen (15) consecutive courses:

- 1) South 86°01'33" West 374.05 feet,
- 2) South 69°51'13" West 360.03 feet,
- 3) South 53°45'58" West 390.00 feet,
- 4) North 57°14'02" West 160.00 feet,
- 5) South 38°45'58" West 310.00 feet,
- 6) South 67°03'12" West 200.87 feet,
- 7) South 80°36'08" West 313.50 feet
- 8) South 71°45'15" West 296.58 feet,

- 9) South 49°54'23" West 106.41 feet,
- 10) North 34°31'37" West 83.87 feet,
- 11) North 45°50'17" West 33.07 feet,
- 12) North 24°41'34" West 249.61 feet,
- 13) North 72°53'40" West 105.21 feet,
- 14) along the arc of a 115.00 foot radius curve to the left, through a central angle of 42°28'08" for 85.24 feet (chord: South 85°52'16" West 83.30 feet) to a point on the northeasterly line of Jackson Road (State Highway 16);

Thence along said northeasterly line North 45°50'17" West 338.12 feet to the Point of Beginning,

containing 34.664 acres, more or less.

Also excepting therefrom that portion of said Parcel 7 described in a Corporation Grant Deed recorded in Book 930329, at Page 1196, of the Official Records of the County of Sacramento, said portion described as follows:

Beginning at a point common to Parcels 4 and 5, as shown on the Parcel Map filed in the Office of the Recorder of Sacramento County in Book 12 of Parcel Maps, at Page 47, from which point the northwest corner of Section 35, Township 8 North, Range 8 East, Mount Diablo Meridian, bears North 76°25'09" West 1221.17 feet;

Thence from said point along the northeasterly line of said Parcel 4 North 25°47'12" West 224.94 feet;

Thence along the east line of said Parcel 4 North 25°47'12" West 433.42 feet;

Thence North 38°44'45" West 120.00 feet;

Thence leaving the east line of said Parcel 4 North 51°15'15" East 290.00 feet to the **TRUE POINT OF BEGINNING**;

Thence North 14°03'16" East 165.16 feet;

Thence along the arc of a non-tangent 275.00-foot radius curve to the left, said

arc being subtended by a chord which bears South 65°56'55" East 321.44 feet;

Thence North 78°17'15" East 114.88 feet; Thence South 23°53'43" East 174.51 feet;

Thence South 42°39'21" East 121.00 feet; Thence South 28°42'21" West 95.77 feet;

Thence South 60°30'18" West 227.48 feet;

Thence South 19°21'14" West 225.42 feet to a point on the easterly line of that real property described as the Chesbro Dam Water Treatment Plant as shown and so designated in Book 740328 of the Official Records, at Page 361;

Thence along the boundary of said Plant North 71°05'30" West 34.29 feet;

Thence North 18°43'03" East 212.75 feet; Thence North 58°12'45" West 88.76 feet;

Thence South 84°43'03" West 143.00 feet to a point on the northerly line of that real property described in a Grant Deed as Rancho Murieta Water Treatment Plant Lot Line Adjustment as shown and so designated in Book 870611 of the Official Records, at Page 1778;

Thence leaving the boundary of said Plant and following the boundary of said Grant Deed South 84°43'03" West 22.00 feet;

Thence leaving the boundary of said Grant Deed North 11°56'00" West 368.47 feet to the True Point of Beginning,

containing 4.81 acres, more or less.

APN 073-0790-023 and 073-0800-003

PARCEL THREE

All that portion of Parcel 1 as shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Sacramento County, California, in Book 12 of Parcel Maps at Page 47, described as follows:

BEGINNING AT the southwest corner of said Parcel 1;

Thence coincident with the West, North, and East lines thereof, the following six (6) courses and distances:

- 1) North 01°00'13" West 506.32 feet,
- 2) North 01°00'09" West 1349.66 feet,
- 3) North 89°33'32" East 1326.06 feet,
- 4) North 00°54'01" West 1356.92 feet,
- 5) South 88°29'53" East 2641.91 feet, and
- 6) South 00°56'07" East 3528.18 feet to the southeast corner of said Parcel 1;

Thence, coincident with the southerly line thereof, North 84°36'54" West 900.00 feet;

Thence, leaving said southerly line, North 63°44'28" East 364.38 feet;

Thence North 47°55'12" East 271.54 feet; Thence North 02°45'01" East 124.53 feet;

Thence North 45°11'46" West 179.06 feet; Thence North 11°50'22" West 174.50 feet,

Thence North 67°02'47" East 236.70 feet; Thence North 19°13'09" West 430.06 feet;

Thence North 61°10'55" West 284.22 feet; Thence North 26°46'45" West 174.06 feet;

Thence North 10°55'18" East 164.51 feet; Thence North 59°36'48" East 121.15 feet;

Thence North $89^{\circ}32'10''$ East 280.51 feet; Thence North $30^{\circ}43'31''$ East 243.82 feet;

Thence North $08^{\circ}54'41''$ East 132.73 feet; Thence North $05^{\circ}46'55''$ West 405.15 feet;

Thence North $62^{\circ}04'40''$ West 408.29 feet; Thence North $02^{\circ}45'38''$ East 265.10 feet;

Thence North $80^{\circ}53'03''$ West 200.89 feet; Thence South $54^{\circ}51'56''$ West 165.06 feet;

Thence North $64^{\circ}55'36''$ West 280.06 feet; Thence South $55^{\circ}03'28''$ West 240.80 feet;

Thence North $83^{\circ}49'20''$ West 133.97 feet; Thence North $32^{\circ}36'56''$ West 312.77 feet;

Thence North $75^{\circ}59'35''$ West 202.75 feet; Thence South $65^{\circ}45'28''$ West 255.62 feet;

Thence South $33^{\circ}38'53''$ West 830.29 feet; Thence South $10^{\circ}55'44''$ West 297.84 feet;

Thence South $26^{\circ}18'47''$ West 412.38 feet; Thence South $06^{\circ}56'49''$ West 736.80 feet;

Thence South $35^{\circ}52'17''$ East 181.90 feet; Thence South $72^{\circ}28'05''$ East 164.64 feet;

Thence South $48^{\circ}59'15''$ East 226.01 feet; Thence South $04^{\circ}27'15''$ West 202.13 feet;

Thence South $52^{\circ}24'09''$ East 327.32 feet;

Thence South $31^{\circ}27'43''$ East 202.66 feet to a point in the southerly line of said

Parcel 1;

Thence coincident therewith North 84°36'54" West 1855.00 feet to the Point of Beginning.

APN: 073-090-043-0000

PARCEL FOUR

All those portions of Parcel 3, as said parcel is shown on that certain "Parcel Map of Rancho Murieta", filed in Book 12 of Parcel Maps, at Page 47, in the Office of the County Recorder of Sacramento County, and more particularly described as follows:

All that portion of said Parcel 3 bounded by the following four (4) described lines:

- 1) The southeasterly boundary line of Parcel 2, as said parcel is shown on said Parcel Map;
- 2) The northerly boundary line of that certain subdivision known as "Rancho Murieta Unit No. 1", filed in Book 95 of Record Maps, at Page 18, in said Recorder's Office;
- 3) The northerly and westerly boundary line of that certain subdivision known as "Rancho Murieta No. 2" filed in Book 121 of Record Maps, at Page 8, in said Recorder's Office; and
- 4) The westerly boundary line of that certain subdivision known as "Rancho Murieta Unit No. 4" filed in Book 142 of Record Maps, at Page 9, in said Recorder's Office.

APN: 073-190-047

PARCEL FIVE

Parcel 2 as shown and described in that certain "Parcel Map of Rancho Murieta" recorded in the Office of the County Recorder of Sacramento County, State of California, on June 11, 1973, in Book 12 of Parcel Maps at Page 47.

Together with all that portion of the Southeast Quarter of Section 28, Township 8 North, Range 8 East Mount Diablo Meridian, Sacramento County, California,

described as follows:

BEGINNING AT the intersection of the South line of said Section 28 and the centerline of Stone House Road, as shown on that certain Record of Survey filed in the Office of the Recorder of Sacramento County, California, in Book 28 of Surveys, at Page 11;

Thence from said Point of Beginning along the South line of said Section 28 South $89^{\circ}40'55''$ East 137.14 feet to the westerly line of that certain property located in said Section 28 as described in Parcel No. 5 as shown in that deed recorded in said Recorder's Office in Book 680716 of Official Records at Page 487,

Thence along said westerly line North $00^{\circ}19'55''$ West 1419.05 feet to the northwest corner thereof,

Thence on a westerly projection of the North line of said land Parcel 5 South $89^{\circ}53'54''$ West 167.94 feet to the centerline of said Stone House Road;

Thence, along said centerline South $01^{\circ}34'35''$ East 1418.50 feet to the Point of Beginning.

Also together with all those portions of Parcel 3 as shown on that certain Parcel Map filed in the Office of the County Recorder of Sacramento County, California on June 11, 1973, in Book 12 of Parcel Maps, at Page 47, that lie:

- 1) Westerly of the westerly boundary line of Rancho Murieta Unit No. 4, as shown on the official plat thereof, filed in the Office of the County Recorder of Sacramento County, California, on October 15, 1980, in Book 142 of Maps, at Page 9;
- 2) Easterly of the east boundary of Parcel 2 as shown on that Parcel Map filed in the Office of the County Recorder of Sacramento County, California on June 11, 1973, in Book 12 of Parcel Maps, at Page 47;
- 3) Northerly of an angle point in the boundary of said Parcel 2 of the above Parcel Map, which angle point is the junction of the courses North $50^{\circ}45'21''$ East 741.25 feet and North 1600.00; and
- 4) Southerly of the north line of the Southwest Quarter of the Southwesterly Quarter of Section 27, Township 8 North, Range 8 East, Mount Diablo Meridian.

Excepting therefrom that portion of Parcel 2 as shown on said Parcel Map of Rancho Murieta as described in a quitclaim deed filed in the Office of the County Recorder of Sacramento County, State of California, September 5, 1973 in Book 730905, Page 467, Official Records, described as follows:

BEGINNING AT the intersection of the line of the North one-half of the Southeast Quarter of Section 28, Township 8 North, Range 8 East, Mount Diablo Meridian, and the centerline of Stone House Road as shown on that certain Record of Survey filed in the Sacramento County filed in Book 28 of Surveys, at Page 11;

Thence, from said Point of Beginning along said South line of the North Half of the Southeast Quarter of said Section 28, North $89^{\circ}52'57''$ East 878.02 feet to a point on the easterly line of that certain property described as Parcel No. 5 in that deed recorded in said Recorders Office in Book 680716 of Official Records, at Page 487;

Thence, along said easterly line North $03^{\circ}49'05''$ East 86.97 feet to the northeast corner thereof;

Thence along the northerly line of said Parcel No. 5 and the projection thereof 887 feet more or less to the centerline of said Stone House Road;

Thence along said centerline South $01^{\circ}34'35''$ East 91.64 feet to the Point of Beginning.

Also excepting therefrom:

BEGINNING AT the southwest corner of said Parcel 2;

Thence along the centerline of Stone House Road as shown on said Parcel Map North $01^{\circ}24'35''$ West 1468.90 feet;

Thence leaving said centerline South $89^{\circ}40'55''$ East 237.14 feet;

Thence, South $58^{\circ}56''$ East 277.73 feet; Thence North $88^{\circ}25'25''$ East 160.00 feet;

Thence South 41°10'12" East 371.01 feet; Thence South 01°34'35" East 600.00 feet;

Thence South 27°56'32" East 263.70 feet to a point in the southeasterly line of said Parcel 2;

Thence coincident therewith South 49°45'00" West 470.00 feet to a point on the southerly line of said Parcel 2, being also the northerly right of way line of Excuela Drive as shown and so designated on the "Plat of Rancho Murieta Unit No. 1", filed in the Office of the Recorder of said County in Book 95 of Maps, Map No. 18;

Thence, coincident with said northerly right of way line and southerly line of said Parcel 2, the following three (3) courses:

- 1) Along the arc of a 721.00 foot radius curve to the left, said arc being subtended by a chord which bears North 77°30'21" West 340.36 feet,
- 2) Tangent from first said curve, South 88°50'30" West 227.65 feet, and
- 3) Along the arc of a tangent 20.00 foot radius curve to the right, said arc being subtended by a chord which bears North 46°22'01" West 28.18 feet;

Thence South 88°25'26" West 40.00 feet to the **Point of Beginning**.

Also excepting therefrom all that portion lying within the exterior boundaries of "Rancho Murieta Unit No. 4", filed in the Office of the County Recorder of Sacramento County, State of California, on October 15, 1980, in Book 142 of Maps, Map No. 9.

APN: 073-0190-071

PARCEL SIX

Parcel 2 of that Parcel Map filed April 29, 1999, in Book 154 of Parcel Maps, at Page 3, Sacramento County Records.

APN 073-0190-099

- End of Description -

DAVID EVANS & ASSOCIATES, INC.

David J Stringer, LS 5590

License expires, 12-31-05

Date: May 16, 2002

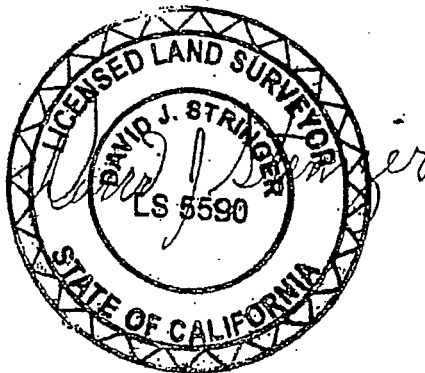


EXHIBIT B

Description of Golf Course Property

Description
(Golf only)

All the real property located in the County of Sacramento, State of California, as more particularly described below:

PARCEL ONE

Parcels 6a, 6b, 6c, 6d, and 6e as shown on "Parcel Map of Rancho Murieta", filed in the Office of the County Recorder of Sacramento County, State of California, on June 11, 1973, in Book 12 of Parcel Maps at Page 47.

Excepting from Parcels 6c, 6d and 6e, any portion thereof lying within Parcel 11 as shown on the Parcel Map filed February 28, 1990, in Book 117 of Parcel Maps at Page 15, Sacramento County Records.

APN: 073-190-006

073-190-007

073-190-008

073-190-009

073-190-010

PARCEL TWO

Parcel 6 as shown on "Parcel Map of Rancho Murieta", filed in the Office of the County Recorder of Sacramento County, State of California, on June 11, 1973, in Book 12 of Parcel Maps at Page 47.

Together with that portion of Parcel 7, as Parcel 7 is shown on that Parcel Map filed February 28, 1990, in Book 117 of Parcel Maps at Page 15, Sacramento County Records, transferred from said Parcel 7 to said Parcel 6 by County of Sacramento lot line adjustment Resolution No. 82-SRC-02, recorded on August 21, 1995, in Series No. 199508216035 of the Official Records of the County of Sacramento, being therein described as follows:

Beginning at the most westerly corner of said Parcel 7, said point being also a point on the northeasterly line of Jackson Road (State Highway 16);

Thence from said Point of Beginning, along the northerly line of said Parcel 7 North $18^{\circ}47'41''$ East 64.19 feet;

Thence continuing along the northerly line of said Parcel 7 the following seventeen (17) consecutive courses:

- 1) South $68^{\circ}30'09''$ East 391.88 feet,
- 2) South $82^{\circ}59'45''$ East 264.57 feet
- 3) North $49^{\circ}40'03''$ East 258.95 feet,
- 4) North $21^{\circ}33'00''$ East 76.23 feet,
- 5) South $80^{\circ}26'03''$ East 191.36 feet;
- 6) North $84^{\circ}25'21''$ East 295.30 feet,
- 7) North $64^{\circ}36'32''$ East 209.14 feet,
- 8) North $04^{\circ}28'25''$ West 455.77 feet,
- 9) North $81^{\circ}10'17''$ East 849.95 feet,
- 10) North $28^{\circ}06'08''$ East 160.23 feet,
- 11) North $73^{\circ}37'07''$ East 97.40 feet,
- 12) South $57^{\circ}45'49''$ East 133.78 feet,
- 13) North $59^{\circ}44'17''$ East 139.40 feet,
- 14) North $00^{\circ}08'38''$ West 275.94 feet,
- 15) North $31^{\circ}57'46''$ East 34.15 feet,
- 16) North $69^{\circ}23'38''$ East 44.67 feet, and
- 17) South $00^{\circ}08'38''$ East 672.03 feet to the southwest corner of the "Granlees' Life Estate Wells Fargo Bank" parcel as shown on said Parcel Map;

Thence leaving the northerly line of said Parcel 7, South $00^{\circ}08'38''$ East 364.08 feet to a point on the south line of said Parcel 7;

Thence along the southerly line of said Parcel 7 the following fourteen (14) consecutive courses:

- 1) South $86^{\circ}01'33''$ West 374.05 feet,
- 2) South $69^{\circ}51'13''$ West 360.03 feet,
- 3) South $53^{\circ}45'58''$ West 390.00 feet,

- 4) North 57°14'02" West 160.00 feet,
- 5) South 38°45'58" West 310.00 feet,
- 6) South 67°03'12" West 200.87 feet,
- 7) South 80°36'08" West 313.50 feet
- 8) South 71°45'15" West 296.58 feet,
- 9) South 49°54'23" West 106.41 feet,
- 10) North 34°31'37" West 83.87 feet,
- 11) North 45°50'17" West 33.07 feet,
- 12) North 24°41'34" West 249.61 feet,
- 13) North 72°53'40" West 105.21 feet,
- 14) along the arc of a 115.00-foot radius curve to the left,
through a central angle of 42°28'08" for 85.24 feet (chord: South
85°52'16" West 83.30 feet) to a point on the northeasterly line of
Jackson Road (State Highway 16);

Thence along said northeasterly line North 45°50'17" West 338.12 feet
to the Point of Beginning,

containing 34.664 acres, more or less.

Also together with that portion of Parcel A, as Parcel A is shown on that Parcel Map filed February 10, 1987, in Book 98 of Parcel Maps at Page 23, Sacramento County Records, transferred from said Parcel A to said Parcel 6 by County of Sacramento lot line adjustment Resolution No. 82-SRC-02, recorded on August 21, 1995, in Series No. 199508216035 of the Official Records of the County of Sacramento, being therein described as follows:

Beginning at a point on the easterly line of said Parcel A, said point being also the northerly terminus of the course North 37°15'31" West 172.45 feet and the Northwest corner of Parcel B as shown on said Parcel Map;

Thence from said Point of Beginning, along the northerly line of said Parcel A, and along the southerly line of Lot F as said lot is shown on Sheet 22 of 28 of that map filed in Book 95 of Maps, at Page 18, Sacramento County Records, Sacramento County, California, the following two (2) consecutive courses:

- 1) along the arc of a 20.00-foot radius curve to the left, through a central angle of 90°00'00" for 31.42 feet (chord: North 82°16'31" West 28.28 feet), and
- 2) South 52°43'29" West 102.39 feet to a point on the westerly line of said Parcel A;

Thence along the westerly line of said Parcel A the following four (4) consecutive courses:

- 1) South 37°51'01" East 171.26 feet,
- 2) South 22°09'38" East 55.65 feet,
- 3) South 14°32'29" East 64.09 feet, and
- 4) South 12°47'51" West 31.87 feet;

Thence leaving the westerly line of said Parcel A, North 60°19'37" East 160.92 feet to the easterly line of said Parcel A;

Thence along the easterly line of a said Parcel A the following two (2) consecutive courses:

- 1) along the arc of a 370.00-foot radius curve to the left, through a central angle of 21°07'53" for 136.46 feet (chord: North 26°42'36" West 135.69 feet), and
- 2) North 37°16'31" West 172.45 feet to the Point of Beginning,

containing 0.941 acres, more or less.

Also together with that portion of Parcel 3, as Parcel 3 is shown on that Parcel Map filed in Book 12 of Parcel Maps at Page 47, Sacramento County Records, transferred from said Parcel 3 to said Parcel 6 by County of Sacramento lot line adjustment Resolution No. 82-SRC-02, recorded on August 21, 1995, in Series No. 199508216035 of the Official Records of the County of Sacramento, being therein described as follows:

A portion of Parcel 3 as said parcel is shown on the "Parcel Map of Rancho Murieta" filed in Book 12 of Parcel Maps at Page 47, Sacramento County Records, Sacramento County, California, more particularly described as follows:

Beginning at a point on the southerly line of said Parcel 3, said point being also a point on the easterly line of Parcel B as said parcel is

shown on that map filed in Book 98 of Parcel Maps at Page 23, Sacramento County Records, Sacramento County, California from which the northwest corner of said Parcel B bears the following eight consecutive courses:

- 1) North 20°24'11" West 52.96 feet,
- 2) along the arc of a 470.00-foot radius curve to the right through a central angle of 25°37'11" for 210.16 feet (chord: North 07°35'36" West 208.41 feet),
- 3) North 05°13'00" East 207.10 feet,
- 4) along the arc of a 530.00-foot radius curve to the left through a central angle of 16°30'46" for 152.75 feet (chord: North 03°02'23" West 155.22 feet),
- 5) North 11°17'46" West 77.89 feet,
- 6) along the arc of a 430.00-foot radius curve to the left through a central angle of 25°58'45" for 194.97 feet (chord: North 24°17'09" West 193.31 feet),
- 7) North 37°16'31" West 172.45 feet to the northeast corner of said Parcel B, and
- 8) along the northerly line of said Parcel B South 52°43'29" West 60.00 feet;

Thence from said **Point of Beginning**, along the easterly line of said Parcel B North 20°24'11" West 52.96 feet;

Thence continuing along the easterly line of said Parcel B the following three (3) consecutive courses:

- 1) along the arc of a 470.00-foot radius curve to the right, through a central angle of 25°37'11" for 210.16 feet (chord: North 07°35'36" West 208.41 feet),
- 2) North 05°13'00" East 207.10 feet, and
- 3) along the arc of a 530.00-foot radius curve to the left, through a central angle of 12°19'14" for 113.97 feet (chord: North 00°56'45" West 113.75 feet) to the southerly line of Lot C as said lot is shown on the plat of "Rancho Murieta Country club Lodge" filed in Book 129 of Maps at Page 15, Sacramento County Records, Sacramento County, California;

Thence leaving the easterly line of said Parcel B, along the southerly line of said Lot C North 82°53'52" East 52.04 feet to the southeasterly corner of said Lot C, said point being also a point on the easterly line of Parcel 3 as said Parcel is shown on the "Parcel Map of Rancho Murieta" filed in Book 12 of Parcel Maps at Page 47, Sacramento County Records, Sacramento County, California;

Thence along the easterly line of said Parcel 3 South 13°26'42" East 91.72 feet;

Thence continuing along the easterly line of said Parcel 3 the following five (5) consecutive courses:

- 1) South 11°05'18" West 78.48 feet,
- 2) South 00°37'17" West 60.54 feet,
- 3) South 11°44'15" West 79.98 feet,
- 4) South 17°48'17" East 95.04 feet, and
- 5) South 11°27'25" East 163.05 feet to the southerly line of said Parcel 3;

Thence along the southerly line of said Parcel 3, South 69°35'49" West 78.27 feet to the Point of Beginning,

containing, 0.938 acres, more or less.

Also together with a portion of Parcel B (Alameda Drive) as said parcel is shown on that Parcel Map filed in Book 98 of Parcel Maps at Page 23, Sacramento County Records, Sacramento County, California, more particularly described as follows:

Beginning at a point on the southerly line of Parcel 3 as said parcel is shown on the "Parcel Map of Rancho Murieta" filed in Book 12 of Parcel Maps at Page 47, Sacramento County Records, Sacramento County, California, said point being also a point on the easterly line of said Parcel B from which the northwest corner of said Parcel B bears the following eight consecutive courses:

- 1) North 20°24'11" West 52.96 feet,

- 2) along the arc of a 470.00-foot radius curve to the right through a central angle of $25^{\circ}37'11''$ for 210.16 feet (chord: North $07^{\circ}35'36''$ West 208.41 feet),
- 3) North $05^{\circ}13'00''$ East 207.10 feet,
- 4) along the arc of a 530.00-foot radius curve to the left through a central angle of $16^{\circ}30'46''$ for 152.75 feet (chord: North $03^{\circ}02'23''$ West 152.22 feet),
- 5) North $11^{\circ}17'46''$ West 77.89 feet,
- 6) along the arc of a 430.00-foot radius curve to the left through a central angle of $25^{\circ}58'45''$ for 194.97 feet (chord: North $24^{\circ}17'09''$ West 193.31 feet),
- 7) North $37^{\circ}16'31''$ West 172.45 feet to the northeast corner of said Parcel B, and
- 8) along the northerly line of said Parcel B South $52^{\circ}43'29''$ West 60.00 feet;

Thence from said Point of Beginning, along the easterly line of said Parcel B South $20^{\circ}24'11''$ East 272.29 feet;

Thence continuing along the easterly line of said Parcel B the following three (3) consecutive courses:

- 1) South $12^{\circ}06'01''$ East 81.31 feet,
- 2) along the arc of a 422.50-foot radius curve to the right, through a central angle of $07^{\circ}48'13''$ for 57.54 feet (chord: South $08^{\circ}22'32''$ East 57.50 feet), and
- 3) South $04^{\circ}28'25''$ East 170.02 feet to the southeast corner of said Parcel B;

Thence along the southerly line of said Parcel B South $85^{\circ}31'35''$ West 45.00 feet to the southwest corner of said Parcel B;

Thence along the westerly line of said Parcel B the following five (5) consecutive courses:

- 1) North $04^{\circ}28'25''$ West 116.42 feet,
- 2) along the arc of a 565.31-foot radius curve to the left, through a central angle of $15^{\circ}55'45''$ for 157.16 feet (chord: North $12^{\circ}26'19''$ West 156.66 feet),

- 3) North 20°24'11" West 345.99 feet,
- 4) along the arc of a 530.00-foot radius curve to the right, through a central angle of 25°37'11" for 236.98 feet (chord: North 07°35'36" West 235.02 feet), and
- 5) North 05°13'00" East 28.71 feet;

Thence leaving the westerly line of said Parcel B, South 84°47'00" East 60.00 feet to a point on the easterly line of said Parcel B;

Thence along the easterly line of said Parcel B the following three (3) consecutive courses:

- 1) South 05°13'00" West 28.71 feet,
- 2) along the arc of a 470.00-foot radius curve to the left, through a central angle of 25°37'11" for 210.16 feet (chord: South 07°35'36" East 208.41 feet), and
- 3) South 20°24'11" East 52.96 feet to the Point of Beginning,

containing, 1.131 acres, more or less.

Excepting from said Parcel 6 all that portion of Parcel 6 as shown on that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records, described as follows:

Beginning at a point common to said Parcel 6, and Parcel 10 of that particular Parcel Map filed in Book 117 of Parcel Maps, at Page 15, Records of said County, from which the Northwesterly corner of said Parcel 10 bears North 01°54'06" West 1162.47;

Thence, from said **Point of Beginning** along the common boundary of said Parcel 6 and said Parcel 10 South 38°06'50" West 160.03 feet;

Thence, leaving said common boundary along the following 2 courses:

- 1) North 24°03'09" West 32.50 feet,
- 2) North 49°20'16" East 147.67 feet to the **Point of Beginning**.

containing 0.053 acres, more or less.

Also together with those Area A and Area B described as follows:

AREA A

Being a portion of Parcel 10 as shown in that particular Parcel Map filed in Book 117 of Parcel Maps, at Page 15, Sacramento County Records, described as follows:

Beginning at a point on the Southerly line of said Parcel 10 from which the Northwesterly corner of said Parcel 10 bears North $00^{\circ}11'37''$ West 1433.48 feet,

Thence, from said **Point of Beginning** along the common boundary of Parcel 6 of that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records, and said Parcel 10 the following 3 courses:

- 1) South $81^{\circ}19'26''$ West 51.11 feet,
- 2) North $14^{\circ}16'03''$ West 133.99 feet, and
- 3) North $38^{\circ}06'50''$ East 29.97 feet;

Thence leaving said common boundary South $24^{\circ}03'09''$ East 159.59 feet to the **Point of Beginning**.

containing 0.127 acres, more or less

AREA B

Being a portion of Parcel 10 as shown on that particular Parcel Map filed in Book 117 of Parcel Maps, at Page 15, Sacramento County Records, described as follows:

Beginning at a point on the Southerly line of said Parcel 10 from which the Northwesterly corner thereof bears North $06^{\circ}30'02''$ East 1031.63 feet;

Thence, from said Point of Beginning, along the common boundary of Parcel 6 of that particular Parcel Map filed in Book 12 of Parcel Maps, at Page 47, Sacramento County Records and said Parcel 10 the following 3 courses:

- 1) South 64°23'20" West 128.73 feet,
- 2) South 43°43'15" West 119.67 feet, and
- 3) North 51°03'49" West 72.56 feet;

Thence leaving said common boundary line along the following 2 courses:

- 1) North 58°18'56" East 205.24 feet, and
- 2) South 82°02'29" East 81.36 feet to the **Point of Beginning**.

containing 0.256 acres, more or less.

Also excepting from said Parcel 6 all of Parcel 1 and Parcel 2, as said parcels are shown on that Parcel Map filed on April 29, 1999, in the Office of the Recorder of the County of Sacramento in Book 154 of Parcel Maps, at Page 3.

Also together with any portions of Parcel 3 (as Parcel 3 is shown on the Parcel Map filed in the office of the Recorder of Sacramento County, California on February 28, 1990, in Book 117 of Parcel Maps at Page 15, and amended by the Parcel Map filed in the Office of the Recorder of Sacramento County on April 3, 1991 in Book 123 of Parcel Maps at Page 26) that lie within that parcel shown as the "Remainder Portion - Parcel 6, 12 PM 47" on that Parcel Map filed in the Office of the Recorder of Sacramento County on February 10, 1987, in Book 98 of Parcel Maps, at Page 23.

APN 073-0190-100

PARCEL THREE

Parcels 1, 2, and 8, as shown on the Parcel Map filed in the office of the Recorder of Sacramento County, California on February 28, 1990, in Book 117 of Parcel Maps at Page 15, and amended by the Parcel Map filed in the

Office of the Recorder of Sacramento County on April 3, 1991 in Book 123 of Parcel Maps at Page 26.

Excepting from said Parcel 1 of said Parcel Map (123 PM 26) that portion thereof described as follows;

Beginning at the southwest corner of the parcel described herein, from which point the easterly terminus of the course shown on said Parcel Map filed in Book 123 of Parcel Maps at Page 26 as South 78°03'12" West 247.29', bears South 21°11'18" East 169.43 feet;

Thence from said Point of Beginning North 01°00'00" West 67.00 feet;

Thence North 89°00'00" East 104.00 feet; Thence South 01°00'00" East 67.00 feet;

Thence South 89°00'00" West 104.00 feet to the Point of Beginning.

Also excepting from said Parcels 1 and 2 above, any portion thereof lying within the parcel described in that Grant Deed from Rancho Murieta Properties, Inc. to the State of California, recorded June 6, 1990, in Book 900606, at Page 0643, of the Official Records of the County of Sacramento, as follows:

Beginning at a point on the southwesterly boundary of Parcel 7 as shown on the Parcel Map filed in Book 12 of Parcel Maps at Page 47, Records of Sacramento County, also being the northeasterly right of way line of State Highway No. 16 as shown on said Parcel Map (12 PM 47), at the northwesterly terminus of a course designated as "N 41°45'48" W 1310.47";

Thence from said Point of Beginning, along said boundary line the following two (2) courses:

- 1) North 42°20'43" West 120.45 feet, and
- 2) North 53°31'17" West 823.28 feet;

Thence leaving said boundary line North 36°22'17" East 20.04 feet;

Thence South $53^{\circ}37'43''$ East 696.30 feet;

Thence along the arc of a tangent 1250.00-foot radius curve to the right, through a central angle of $12^{\circ}02'08''$ distance of 262.58 feet;

Thence tangent South $41^{\circ}35'35''$ East 1136.63 feet;

Thence South $48^{\circ}24'25''$ West 17.11 feet to said boundary and right of way line;

Thence along said boundary North $41^{\circ}45'48''$ West 1148.15 feet to the Point of Beginning.

Also excepting from said Parcel 2, that portion thereof lying south of the line described in that Grant Deed from Rancho Murieta Properties, Inc. to the State of California, recorded September 21, 1992, in Book 920921, at Page 1740, of the Official Records of the County of Sacramento, as follows:

Beginning at a point on the easterly line of Parcel 9 of said Parcel Map (123 PM 26), distant North $05^{\circ}05'29''$ East 2.36 feet from the southerly terminus of said easterly line;

Thence from said Point of Beginning, from a tangent that bears South $61^{\circ}21'36''$ East along a curve to the left with a radius of 1100.00 feet, through a central angle of $04^{\circ}05'52''$, and an arc length of 78.67 feet;

Thence South $65^{\circ}27'28''$ East 351.05 feet;

Thence along a tangent curve to the left with a radius of 1100.00 feet, through a central angle of $38^{\circ}31'22''$, and an arc length of 739.58 feet;

Thence North $76^{\circ}01'10''$ East 265.11 feet to a point on the westerly line of Parcel 4 of said Parcel Map (123 PM 26), distant North $26^{\circ}46'28''$ West 15.50 feet from the southerly terminus of said westerly line.

Also excepting from said Parcel 2, all those portions of said Parcel 2 described in that Grant Deed recorded on October 22, 2001, in Book

20011022, at Page 0313, of the Official Records of the County of Sacramento, as follows:

All those portions of Parcel 2 as said parcel is shown on the Amended Parcel Map "Being a division of a portion of Parcel 7 and including a portion of Parcel 3 per Book 12 of Parcel Maps, Page 47, Sacramento County Records" recorded in Book 123 of Parcel Maps at Page 26, Sacramento County Records, more particularly described as follows:

PARCEL A:

Beginning at the northerly terminus of a course bearing South 05°52'19" East 86.96 feet, said course being a segment of the southerly line of Parcel 2;

Thence along said southerly line South 05°52'19" East 86.96 feet;

Thence continuing along said southerly line South 74°45'44" West 190.80 feet;

Thence leaving said southerly line North 48°58'36" East 181.50 feet;

Thence North 65°23'50" East 42.09 feet to the **Point of Beginning**,

containing 9,265 square feet more or less.

PARCEL B:

Beginning at the southerly terminus of a course bearing North 03°01'12" West 127.45 feet, said course being a segment of the southerly line of Parcel 2;

Thence along said southerly line North 03°01'12" West 127.45 feet;

Thence leaving said southerly line North 84°42'51" East 2.37 feet;

Thence along the arc of a non-tangent, 281.00 foot radius curve, concave easterly, through a central angle of 28°06'09", a distance of 137.83 feet (chord: South 26°55'53" East, 136.45 feet);

Thence North 79°05'16" East 124.35 feet;

Thence South 70°05'41" East 47.99 feet;

Thence South 85°54'08" East 50.82 feet;

Thence North 82°38'23" East 53.02 feet to a point on said southerly line;

Thence along said southerly line South 81°01'07" West 173.55 feet;

Thence continuing along said southerly line North 86°01'10" West 156.90 feet to the **Point of Beginning**,

containing 7,973 square feet more or less.

PARCEL C:

Beginning at the northerly terminus of a course bearing South 58°17'11" West 314.70 feet, said course being a segment of the southerly line of Parcel 2;

Thence along said southerly line the following five (5) courses:

- 1) South 58°17'11" West 314.70 feet,
- 2) South 55°08'22" West 420.95 feet,
- 3) South 69°51'52" West 93.29 feet,
- 4) South 75°54'18" West 149.32 feet, and
- 5) South 81°01'07" West 170.00 feet;

Thence leaving said southerly line North 77°44'16" East 318.28 feet;

Thence North 71°09'49" East 92.56 feet;

Thence North 52°33'13" East 155.16 feet;

Thence North 55°58'46" East 309.16 feet;

Thence North 59°56'09" East 272.00 feet to the **Point of Beginning**,

containing 6,798 square feet more or less.

Also excepting from said Parcel 2, all those portions of said Parcel 2 described in that Grant Deed recorded on October 22, 2001, in Book 20011022, at Page 0314, of the Official Records of the County of Sacramento, as follows:

All those portions of Parcel 2 as said parcel is shown on the Amended Parcel Map "Being a division of a portion of Parcel 7 and including a portion of Parcel 3 per Book 12 of Parcel Maps, Page 47, Sacramento County Records" recorded in Book 123 of Parcel Maps at Page 26, Sacramento County Records, more particularly described as follows:

PARCEL A:

Beginning at the northwesterly terminus of a course bearing South 34°30'40" East 147.62 feet, said course being a segment of the northerly line of said Parcel 2;

Thence along said northerly line the following three (3) courses:

- 1) South 34°30'40" East 147.62 feet,
- 2) South 48°09'01" East 105.03 feet,
- 3) South 65°27'07" East 88.09 feet;

Thence leaving said northerly line North 78°14'24" West 78.13 feet;

Thence North 46°47'56" West 167.21 feet;

Thence North 21°07'07" West 66.38 feet;

Thence North 36°51'34" West 55.20 feet to a point on the northerly line of Parcel 2;

Thence South $58^{\circ}39'22''$ East 15.69 feet, more or less, to the **Point of Beginning**,

containing 3,710 square feet, more or less.

PARCEL B:

Beginning at the easterly terminus of a course bearing South $86^{\circ}20'34''$ East 220.63 feet, said course being a segment of the northerly line of said Parcel 2;

Thence along said northerly line South $60^{\circ}22'10''$ East 68.88 feet;

Thence leaving said northerly line North $65^{\circ}10'48''$ West 83.56 feet to the northerly line of Parcel 2;

Thence along said northerly line South $86^{\circ}20'34''$ East 16.00 feet to the **Point of Beginning**,

containing 241 square feet, more or less.

PARCEL C:

Commencing at the southerly terminus of a course bearing South $08^{\circ}07'48''$ West 228.67 feet, said course being a segment of the easterly line of said Parcel 2;

Thence along said easterly line along the arc of a 241.00-foot radius curve to the right, through a central angle of $20^{\circ}55'39''$, for 88.03 feet (Chord: South $18^{\circ}35'38''$ West, 87.54 feet) to the **Point of Beginning**;

Thence from said **Point of Beginning** and continuing along said curve through a central angle of $35^{\circ}18'25''$, for 148.51 feet (Chord: South $46^{\circ}42'40''$ West, 146.17 Feet);

Thence South $64^{\circ}21'52''$ West 288.42 feet;

Thence leaving said easterly line North 58°26'51" East 430.00 feet to
the **Point of Beginning**,

containing 7,504 square feet, more or less.

Also excepting from said Parcel 2, all those portions of said Parcel 2 described in that Grant Deed recorded on October 22, 2001, in Book 20011022, at Page 0315, of the Official Records of the County of Sacramento, as follows:

All those portions of Parcel 2 as said Parcel is shown on the Amended Parcel Map "Being a division of a portion of Parcel 7 and including a portion of Parcel 3 per Book 12 of Parcel Maps, Page 47, Sacramento County Records" recorded in Book 123 of Parcel Maps at Page 26, Sacramento County Records, more particularly described as follows:

PARCEL A:

Beginning at the easterly terminus of a course bearing North 79°43'20" East 169.47 feet, said course being a segment of the northerly line of said Parcel 2;

Thence South 73°30'10" West 416.15 feet;

Thence South 76°26'55" West 182.36 feet;

Thence North 05°22'42" East 4.58 feet to a point on the northerly line of Parcel 2, said point being the most southerly corner of Parcel 3;

Thence along the northerly line of Parcel 2 the following three (3) courses:

- 1) North 62°36'12" East 80.73 feet,
- 2) North 75°13'53" East 348.98 feet, and
- 3) North 79°43'20" East 169.47 feet to the **Point of Beginning**,

containing 10,638 square feet, more or less.

PARCEL B:

Beginning at the northerly terminus of a course bearing North 09°53'28" East 73.31 feet, said course being a segment of the easterly line of Parcel 3;

Thence South 12°29'58" East 933.58 feet;

Thence South 02°31'43" West 393.15 feet;

Thence South 19°30'32" West 343.00 feet to a point on the easterly line of parcel 3;

Thence along said easterly line the following seven (7) courses:

- 1) North 13°59'16" East 393.22 feet,
- 2) North 06°41'59" East 195.59 feet,
- 3) North 03°46'19" West 277.10 feet,
- 4) North 27°51'15" West 563.15 feet,
- 5) along the arc of a non-tangent, 650.00-foot radius curve concave southerly, through a central angle of 09°49'29", for 111.46 feet
(Chord: North 73°16'25" East, 111.32 feet),
- 6) North 08°30'33" West 174.97 feet, and
- 7) North 09°53'28" East 73.31 feet to the **Point of Beginning**,

containing 63,366 square feet, more or less.

PARCEL C:

Commencing at the northerly terminus of a course bearing South 14°35'14" East 8.42 feet, said course being a segment of the westerly line of Parcel 3;

Thence along said westerly line along the arc of a 450.00 foot radius curve to the right, through a central angle of 04°21'58", for 34.29 feet
(Chord: North 12°24'15" West, 34.28 feet) to the **Point of Beginning**;

Thence from said **Point of Beginning** and leaving said westerly line North 29°23'43" West 5.11 feet;

Thence North 02°41'58" East 8.34 feet to a point on a curve on said westerly line, said curve having a radius of 450.00 feet and a radial bearing of North 81°25'41" East;

Thence along said curve through a central angle of 01°38'57" for 12.95 feet (Chord: South 09°23'47" East, 12.95 feet) to the **Point of Beginning**,

containing 12 square feet, more or less.

Together with all those portions of said Parcel 3 described in that Grant Deed recorded on October 22, 2001, in Book 20011022, at Page 0316, of the Official Records of the County of Sacramento, as follows:

All that portion of Parcel 3 as said Parcel is shown on the Amended Parcel Map "Being a division of a portion of Parcel 7 and including a portion of Parcel 3 per Book 12 of Parcel Maps, Page 47, Sacramento County Records" recorded in Book 123 of Parcel Maps at Page 26, Sacramento County Records, more particularly described as follows:

PARCEL A:

Beginning at the southeasterly terminus of a course bearing South 70°41'27" East 111.70 feet, said course being a segment of the westerly line of Parcel 3;

Thence along said westerly line the following five (5) courses:

- 1) North 70° 41'27" West 111.70 feet,
- 2) North 00°07'00" West 19.53 feet,
- 3) along the arc of a 550.00-foot radius curve to the left, through a central angle of 14°28'14" for 138.90 feet (Chord: North 07°21'07" West, 138.54 feet),
- 4) North 14°35'14" West 8.42 feet, and
- 5) along the arc of a 450.00-foot radius curve to the right, through a central angle of 04°21'58", for 34.29 feet (Chord: North 12°24'15" West, 34.28 feet);

Thence leaving said westerly line South 29°23'43" East 270.30 feet to the **Point of Beginning**,

containing 9,026 square, feet more or less.

PARCEL B:

Commencing at the northerly end of a course bearing South 14°35'14" East 8.42 feet, said course being a segment of the westerly line of Parcel 3;

Thence along said westerly line, along the arc of a 450.00-foot radius curve to the right, through a central angle of 06°00'55", for 47.24 feet (Chord: North 11°34'46" West, 47.22 feet) to the **Point of Beginning**;

Thence from said **Point of Beginning** and continuing along said 450.00-foot radius curve, through a central angle of 15°08'06", for 118.87 feet (Chord: North 01°00'16" West, 118.52 feet);

Thence North 06°33'47" East 113.64 feet;

Thence leaving said westerly line South 02°41'59" West 231.66 feet to the **Point of Beginning**,

containing 1,197 square feet, more or less.

Also together with those portions of said Parcel 1 described in that Grant Deed recorded on October 22, 2001, in Book 20011022, at Page 0317, of the Official Records of the County of Sacramento, as follows:

Those portions of Parcel 1 as said Parcel is shown on that Parcel Map filed in Book 156 of Parcel Maps, at Page 23, Sacramento County Records, more particularly described as follows:

PARCEL A:

Beginning at the southeasterly terminus of a course bearing South 65°27'07" East 113.56 feet, said course being a segment of the southerly line of Parcel 1 as shown on said parcel map;

Thence along said southerly line North 65°27'07" West 25.47 feet;

Thence leaving said southerly line South 78°14'24" East 64.44 feet to a point on said southerly line;

Thence along said southerly line, North 86°20'34" West 40.00 feet to the **Point of Beginning**;

containing 182 square feet, more or less.

PARCEL B:

Beginning at the northwesterly terminus of a course bearing South 58°39'22" East 319.35 feet, said course being a segment of the southerly line of Parcel 1 as shown on said Parcel Map;

Thence leaving said southerly line South 59°50'09" East 288.85 feet;

Thence South 36°51'34" East 16.02 feet to a point on said southerly line;

Thence along said southerly line North 58°39'22" West 303.66 feet to the **Point of Beginning**,

containing 903 square feet, more or less.

Apn: 073-790-021

073-790-017

073-790-009

PARCEL FOUR

Parcel 1 as said parcel is shown on that Parcel Map filed on April 29, 1999, in the Office of the Recorder of the County of Sacramento in Book 154 of Parcel Maps, at Page 3.

APN 073-0190-098

- End of Description -

David Evans & Associates, Inc.

David J Stringer, LS 5590

License expires: 12-31-05

Date: May 16, 2002

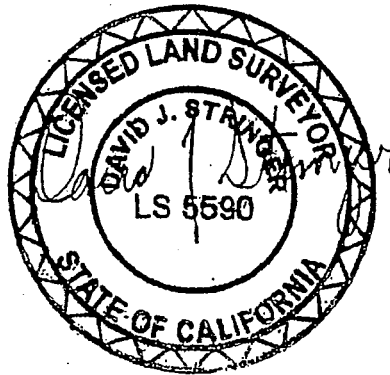


EXHIBIT C

Description of Parks Access Easements

Calero Lakeside Park Access Description

A strip of land 30 feet wide over existing dirt roads, said strip lying over portions of Parcel A and Parcel B of Certificate of Compliance recorded in Book 801103, at Page 842, Official Records of Sacramento County, California, and over Parcel 3 as shown on the map filed in Book 12 of Parcel Maps at Page 47, records of Sacramento County, California, the approximate centerline of which is more particularly described as follows:

Beginning at the northerly terminus of the centerline of Camino Del Lago, as shown on the map of Rancho Murieta Unit No. 4, as recorded in Book 142 of Maps at Page 9, records of Sacramento County;

Thence North 69°30'33" East a distance of 250.16 feet;

Thence North 40°47'15" West a distance of 559.38 feet;

Thence North 34°22'12" West a distance of 259.01 feet;

Thence North 64°04'52" West a distance of 578.77 feet;

Thence North 51°24'30" West a distance of 427.79 feet to a point being identified as 'P.O.B.' on the drawing titled "Exhibit B, Calero Lakeside Park", prepared by Vail Engineering on May 12, 1999, said point being the Point of Termination for this centerline description;

The sides of this easement being extended or shortened as necessary to commence on the Northerly line of Rancho Murieta Unit No. 4, and extended or shortened as necessary to terminate on the Southeasterly line of Calero Lakeside Park as shown on said Exhibit B of Calero Lakeside Park.

David Evans and Associates, Inc.

Evan A. Page, LS 7275

License Expires December 31, 2000

Date: FEB 7 2000



ACCESS TO CALERO COMMUNITY PARK

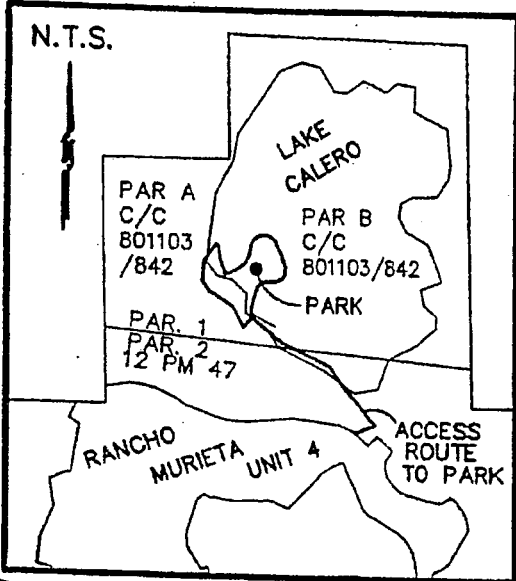
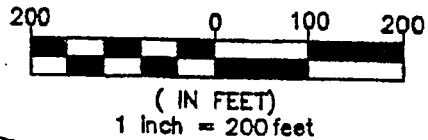
LAKE CALERO

P.O.B. OF PARK DESCRIPTION = END OF ACCESS DESCRIPTION

PAR. A OF CERT. OF COMP. 801103 O.R. 842

PAR. B OF CERT. OF COMP. 801103 O.R. 842

GRAPHIC SCALE



RANCHO MURIETA
UNIT NO. 4
142 MAPS 9

den
 DAVID EVANS & ASSOC., INC.
 188 CARBY WAY, SUITE 180
 ROSEVILLE, CA 95678
 (916) 780-3300
 FAX (916) 780-3303

Clementia Community Park Access Description

A strip of land, 30 feet wide over an existing gravel road, said strip lying over portions of Parcel 12 as said parcel is shown on the map filed in Book 123 of Parcel Maps, at Page 26, records of Sacramento County, California, the approximate centerline of which is more particularly described as follows:

Beginning at the southerly terminus of the centerline of Camino Del Lago, as shown on the map of Rancho Murieta Unit 3B as filed in Book 172 of Maps, at Page 17, records of Sacramento County;

Thence along the arc of a 750.00 foot radius curve to the right, through a central angle of 12°44'28" for a distance of 166.78 feet (Chord: South 32°48'01" East, 166.44');

Thence South 26°25'47" East 516.32 feet;

Thence along a 500.00 foot radius curve to the left, through a central angle of 24°45'16", a distance of 216.02 feet (Chord: South 38°48'25" East, 214.35');

Thence South 51°11'02" East a distance of 944.06 feet to a point lying North 42°16'17" East a distance of 67.55 feet from the most westerly corner of Clementia Community Park as shown on the drawing titled "Exhibit B, Clementia Community Park", prepared by Vail Engineering on May 12, 1999, said point being the Point of Termination of this description;

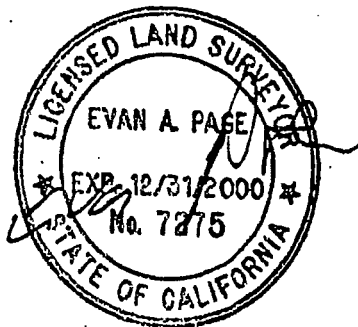
The sides of this strip being extended or shortened as necessary to terminate on the westerly line of Clementia Community Park.

David Evans and Associates, Inc.

Evan A. Page, LS 7275

License Expires December 31, 2000

Date: FEB 7 2000



ACCESS TO CLEMENTIA COMMUNITY PARK

CLEMENTIA DR
 P.O.B. OF ACCESS DESCRIPTION

C1
 CAMINO DEL LAGO

S26°25'47"E 516.32'

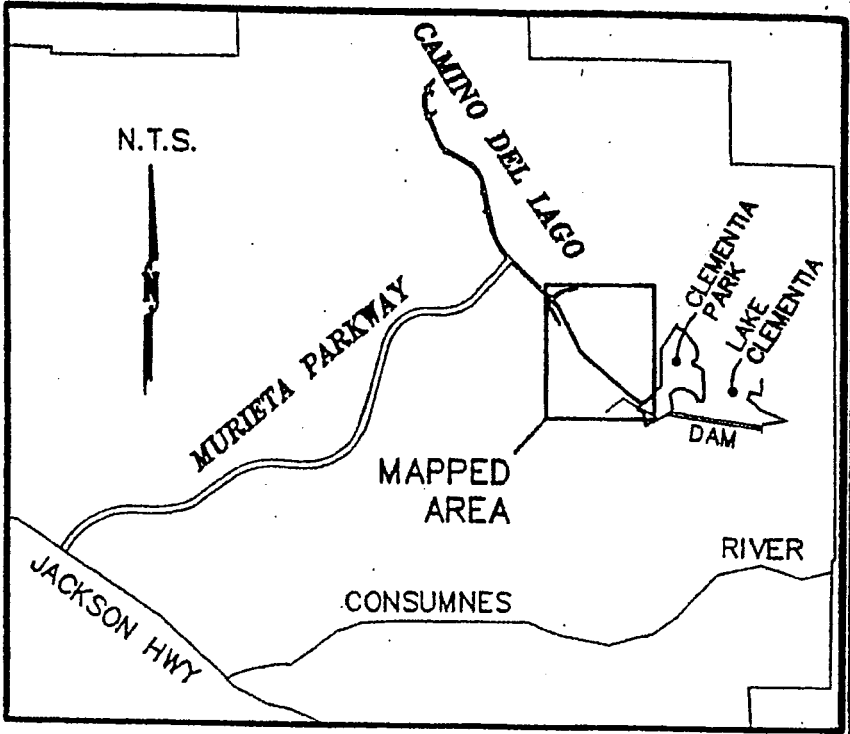
C2

S51°11'02"E 944.06'

END OF ACCESS DESCRIPTION

67.55'
 N42°16'E 398.0'
 CLEMENTIA PARK
 N57°40'W 236.8'
 N54°03'W 44.5'
 N43°16'W 49.2'
 N08°48'W 57.0'

BASS LAKE



N.T.S.

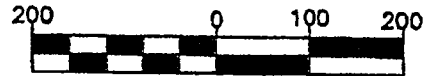
MAPPED AREA

CONSUMNES

RIVER

JACKSON HWY

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 feet



Curve Table

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	750.00'	12°44'28"	166.78'	N 32°48'01" W	166.44'
C2	1500.00'	24°45'16"	216.02'	S 38°48'25" E	214.35'

DRAWN BY: EAP CHECKED BY: MRD W.D. NO.: MCMG0001 DWG: CLEM-AE.DWG DATE: 02/02/00



DAVID EVANS & ASSOC., INC.
 198 GREY WAY, SUITE 150
 ROSEVILLE, CA 95678
 (916) 780-3300
 FAX (916) 780-3303

EXHIBIT D

Grant of Easements Agreement

RECORDING REQUESTED BY
Chicago Title Insurance Company
WHEN RECORDED MAIL TO
David Howard
McMorgan & Company, Suite 800
One Bush Street
San Francisco, CA 94104

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENTS AGREEMENT

This Grant of Easements Agreement ("Easement Agreement") is made as of this _____ day of _____, 2003, between RANCHO MURIETA ASSOCIATION, a California nonprofit mutual benefit corporation ("Rancho Murieta Association"), and RANCHO NORTH PROPERTIES LLC, a California limited liability company ("Rancho North"). The Rancho Murieta Association and Rancho North are referred to herein collectively as the "Parties".

RECITALS

This Easement Agreement is made with respect to the following facts.

A. Rancho Murieta is a common interest residential development located in the unincorporated area of Sacramento County, California, and consists of the land included within the Rancho Murieta Planned Development Ordinance.

B. The Rancho Murieta Association is an association, as defined in Civil Code Section 1351(a), created under and governed by the Declaration (defined in Section 1.02, below). The Rancho Murieta Property (defined in Section 1.12, below) has been annexed to Rancho Murieta Association. Rancho Murieta Association owns, manages and maintains the Recreational Facilities, as defined in Recital C, below.

C. Rancho Murieta Association currently owns the following facilities, hereafter referred to as the "Recreational Facilities," located in the unincorporated area of Sacramento County, California.

(i) The lakes and reservoirs described in Sections 7(a), 7(b), 7(c), 7(d) and 7(e) of the Declaration.

(ii) All facilities described in the Park Matrix contained in the Park Development Agreements (defined in Section 1.08, below), as such matrix exists on the date of this Easement Agreement. Certain Park Sites and park areas were conveyed by

Rancho North to the Rancho Murieta Community Services District and from the Rancho Murieta Community Services District to the Rancho Murieta Association on the same day this Easement Agreement was Recorded.

(iii) Any and all Recreational Facilities in the Common Areas of Rancho Murieta that are constructed, owned, operated and maintained by the Rancho Murieta Association at any time following the date of this Easement Agreement.

All the Recreational Facilities are part of the Association Common Facilities (as defined in the Declaration) of the Rancho Murieta Association.

D. Rancho North is the owner of the Rancho North Property (as defined in Section 1.14, below), which consists of undeveloped residential property north of the Cosumnes River.

E. Contemporaneously with the Recordation of this Easement Agreement, Rancho North and the Rancho Murieta Association have executed and Recorded the Mutual Benefit Agreement (as defined in Section 1.06, below). This Easement Agreement is the Grant of Easements Agreement referred to in Section 1.10 of the Mutual Benefit Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other consideration, receipt of which is acknowledged, and expressly for the benefit of and to bind the respective successors in interest of the parties hereto, the foregoing recitals being incorporated herein, the parties agree as follows:

ARTICLE I Definitions

As used herein, the following terms shall have the following meaning:

Section 1.01. "Common Areas" and "Common Facilities", shall have the meanings set forth in Article I, Sections 6 and 7 of the RMA Declaration on the date this Easement Agreement is Recorded and shall include any Common Areas and Common Facilities that become part of the Rancho Murieta Property after the date this Easement Agreement is Recorded.

Section 1.02. "Gated Community" means any Subdivision Phase of the Rancho North Property that is developed as a subdivision which includes private streets and a private gated entry which is intended to restrict access to homes in the subdivision to the owners of those homes, their guests, contractors, and invitees.

Section 1.03. "Improved Roads" means all roads and streets, together with any adjacent pedestrian and bicycle walks and paths, in Rancho Murieta now, existing or

hereafter, created that are shown on a Recorded Subdivision Map for any portion of Rancho Murieta and that have been improved so that they are reasonably usable for their intended purpose. The term "Improved Roads" shall not include any roads within a Gated Community. The Improved Roads existing on the date this Easement Agreement is recorded are described on Exhibit "A".

Section 1.04. "Lot" means any parcel of real property designated by a number on any Subdivision Map for any portion of the Rancho North Property and intended for residential use and development, excluding any common area and any open space parcel that may be designated as a lot on a Subdivision Map.

Section 1.05. "Lot Owners", "Owner" and "Owners" means any person, firm, corporation or other entity that owns a fee simple interest in any Lot in the Rancho North Property. Lot Owners shall be members of the Rancho North Association with jurisdiction over the Owner's Lot.

Section 1.06. "Mutual Benefit Agreement" means the agreement, entitled "Mutual Benefit Agreement," between Rancho North and the Rancho Murieta Association Recorded on the same day as this Easement Agreement is Recorded.

Section 1.07. "Park Development Agreements" means (1) the Park Development Agreement-Dated as of September 19, 1990 (recorded Nov. 8, 1990 at page 720) by and among Rancho Murieta Association and Winncrest Homes, Inc., F.N. Projects, Inc. and N.T. Hill, Inc. and Rancho Murieta Community Services District; (2) the Park Development Agreement-Dated as of February 20, 1991 (recorded Feb. 21, 1991 at page 1274) by and among Rancho Murieta Association, RMPI, CBC Builders and SHF Acquisitions and (3) the Park Development Agreement-Dated as of June 28th 1991 (recorded Nov. 25, 1991, at page 1295) by and among Rancho Murieta Association, the District and First Interstate Bank of California, a California corporation, as Corporate Co-Trustee for Pension Trust Fund for Operating Engineers.

Section 1.08. "Park Sites" means the real property conveyed to Rancho Murieta Community Services District and from Rancho Murieta Community Services District to Rancho Murieta Association under the grant deeds recorded concurrently with the recordation of this Easement Agreement in the official records of Sacramento County, California, consisting of Calero Park (3.144± acres) and Clementia Lakeside Park (9.474± acres. In addition, Rancho North conveyed Murieta Parkway Park (11.034± acres) to the Rancho Murieta Community Services District under a grant deed recorded concurrently with the Recordation of this Mutual Benefit Agreement in the official records of Sacramento County, California, without any limitation that such property become part of the Common Area of Rancho Murieta Association. Rancho Murieta Community Services District conveyed the Murieta Parkway Park to Rancho Murieta Association about the day this Easement Agreement was Recorded. Murieta Parkway Park shall become a Park Site within the meaning of this Section 1.08 unless Rancho Murieta Association, at its sole election, exchanges Murieta Parkway Park for other property. If such an exchange occurs, the other property shall become a Park Site within

the meaning of this Section 1.08. The Stonehouse Park site (26± acres) conveyed by Rancho Murieta Community Services District to Rancho Murieta Association about the same day this Easement Agreement was Recorded is a Park Site within the meaning of this Section 1.08. Murieta South Park (7.57± acres) and the Murieta South Remote Park (1.87± acres) will become Park Sites, as described in this Section 1.08, when conveyed to Rancho Murieta Association in accordance with the Park Development Agreements.

Section 1.09. "Rancho Murieta" means all lands included within the Rancho Murieta Planned Development Ordinance; whether or not annexed to a Rancho North Association or to the Rancho Murieta Property.

Section 1.10. "Rancho Murieta North Association" means an association, as defined in Civil Code Section 1351(a), composed of all of the Lot Owners within any Subdivision Phase of the Rancho North Property.

Section 1.11. "Rancho Murieta Planned Development Ordinance" means the ordinance adopted by the Sacramento County Board of Supervisors entitled "Rancho Murieta Planned Development Ordinance", which Ordinance is numbered for reference purposes as Ordinance No. 77-PD-10.

Section 1.12. "Rancho Murieta Property" shall have the same meaning as the term "Rancho Murieta," as that term is defined in Article I, Section 31, of the RMA Declaration. Accordingly, the term refers only to that portion of Rancho Murieta that is subject to the RMA Declaration, including any property that is annexed to the Rancho Murieta Property after the date of this Easement Agreement. The term "Rancho Murieta Property" does not include any real property that has not been annexed to the RMA Declaration and the jurisdiction of the Rancho Murieta Association, except Recreational Facilities, Park Sites, Parks Access Easements and the trail system described in the Park Development Agreements located in areas of Rancho Murieta that are not annexed to the Rancho Murieta Association. On the date of this Easement Agreement, none of the Rancho North Property is part of the Rancho Murieta Property.

Section 1.13. "Rancho North Associations" is a collective term which means and refers to the Rancho Murieta North Association and any other association (as defined in Civil Code Section 1351(a)) with jurisdiction over any portion of the Rancho North Property that is not annexed to the Rancho Murieta North Association pursuant to the New Master Declaration.

Section 1.14. "Rancho North Property" means the real property more particularly described in Exhibit "B". In addition, the term Rancho North Property includes any other property annexed to a Rancho North Association at any time after this Easement Agreement is Recorded. Any such subsequently annexed property shall have and enjoy the same easement rights granted to the Rancho North Property pursuant to Section 2.02, below, and the definition of Intended Beneficiaries set forth in Section 2.03(b), below, shall apply to the subsequently annexed property.

Section 1.15. "Record", "Recording", "Recorded" and "Recordation" mean with respect to any document, the recording or filing of the document in the Official Records of Sacramento County, California.

Section 1.16. "RMA Declaration" means the Second Restated Declaration of Covenants, Conditions and Restrictions of Rancho Murieta recorded on September 26, 1996 as Instrument No. 1996092661353 and re-recorded on February 10, 1998 as Instrument No. 199802100773, as amended by the First Amendment of Second Restated Declaration of Covenants, Conditions and Restrictions recorded on February 13, 1998 as Instrument No. 199802130883, in the Official Records of Sacramento County, California, and as the same may be further amended from time to time; provided, however, that in the event any subsequent amendment of the RMA Declaration is in conflict with this Easement Agreement, the terms of this Easement Agreement shall prevail.

Section 1.17. "Subdivision Map" means a final subdivision map for any portion of the Rancho North Property.

Section 1.18. Any other capitalized terms used in this Easement Agreement that are not defined in this Article I or elsewhere in this Easement Agreement, shall be as defined in the Mutual Benefit Agreement.

ARTICLE II Mutual Grant of General Easements

Section 2.01. Grant of Easements by Rancho North Subject to the provisions of this Easement Agreement and except as otherwise expressly provided in Section 2.04, below, with respect to Gated Communities, Rancho North grants to the Rancho Murieta Association for the benefit of, and appurtenant to, the Rancho Murieta Property nonexclusive perpetual easements for vehicular, bicycle and pedestrian ingress and egress in, over and across all Improved Roads now existing or hereafter created within the Rancho North Property.

Section 2.02. Existing Rights; Grant of Easements by Rancho Murieta Association Rancho Murieta Association acknowledges, agrees and confirms that the Pension Trust Fund for Operating Engineers historically possessed the right of ingress, egress, passage, and access to the current and future Improved Roads, Park Sites and bicycle paths located within the Rancho Murieta Property since the date the Unit 1 map for the Rancho Murieta Property was recorded and the roads within that unit were conveyed to Rancho Murieta Association, such rights arising out of the Rancho Murieta Planned Development Ordinance, the subdivision maps recorded for the Rancho Murieta Property, including the Unit 1, 2, 3, 3A and 4 subdivision maps, and the development activities of Pension Trust Fund for Operating Engineers and Rancho Murieta Properties, Inc. Rancho Murieta Association further acknowledges, agrees and confirms that those rights historically held by Pension Trust Fund for Operating Engineers are appurtenant to the Rancho North Property and the golf course property and that Rancho North has succeeded to and possesses those rights appurtenant to the Rancho North Property by

virtue of its ownership of that land. The rights currently held by Rancho North will be automatically conveyed and transferred to the future owners of all or any part of the Rancho North Property. Such rights of ingress, egress passage and access will extend to Rancho Murieta North Association, its members and employees and their invitees, families, licensees, guests, service providers, agents, contractors, and delivery persons.

Subject to the provisions of this Easement Agreement, the Rancho Murieta Association grants to Rancho North for the benefit of, and appurtenant to, Rancho North Property nonexclusive perpetual easements for vehicular, bicycle and pedestrian ingress and egress in, over and across all Improved Roads now existing or hereafter created within the Rancho Murieta Property that are owned by Rancho Murieta Association either in fee or as an easement. Among other purposes, such easements are intended to provide Rancho North and the other Intended Beneficiaries, as defined in Section 2.03(b), below, access to and use and enjoyment of the Rancho Murieta Association's Recreational Facilities on the same terms and conditions (and subject to the same rules and regulations) as the Rancho Murieta Association applies to the access to, and use and enjoyment of those Recreational Facilities by its Members.

Section 2.03. Intended Beneficiaries of Easements.

(a) The easements created in Section 2.01, above, for the benefit of the Rancho Murieta Association are also created for the benefit of the members of the Rancho Murieta Association and the respective invitees, families, lessees, guests, service providers, agents, contractors, employees, and delivery persons of the Rancho Murieta Association and its members, including, without limitation, members owning or leasing separate interests annexed to the Rancho Murieta Association after the date this Easement Agreement is recorded.

(b) The easements created in Section 2.02 for the benefit of Rancho North are also created for the benefit of future Lot Owners, members of any Rancho North Association and the respective invitees, families, lessees, guests, service providers, agents, contractors, employees, and delivery persons of Rancho North, future Lot Owners, Rancho North Associations and the members of any Rancho North Association.

Section 2.04. Gated Communities. No Improved Roads within any subdivision within Rancho North Property that is developed as a Gated Community shall be subject to the easements for vehicular ingress and egress created in Section 2.01, however, such subdivisions shall be subject to the easements for bicycle and pedestrian ingress and egress created in Section 2.01. The subdivider of each Gated Community in the Rancho North Property may construct, at the subdivider's sole cost and expense, a gated entrance to the subdivision. However, if any Subdivision Phase developed as a Gated Community includes any Park Sites, the subdivider of that Phase must provide for vehicular access, ingress and egress over an Improved Road to the Park Site for the benefit and use of all residents of Rancho Murieta, and their guests and invitees. If any subdivision ceases to qualify as a Gated Community (as defined in Section 1.02, above), the exclusions in this

Section 2.04 from the easements for vehicular ingress and egress created in Section 2.01 shall no longer apply.

Section 2.05. Roadway and Recreational Facilities Maintenance.

(a) Roads. All Improved Roads within the Rancho Murieta Property and the Rancho North Property, now existing or hereafter constructed, shall be maintained in good condition and repair by the owner of the property on which such Improved Roads are located; provided, however, all easements created in Section 2.02 shall be maintained by the Rancho Murieta Association.

(b) Entrance Features and Landscaping. The Rancho Murieta Association shall repair and maintain the Gate Facilities, as defined in Section 3.01 of the Mutual Benefit Agreement, in good condition and repair and in accordance with the common facilities maintenance standards imposed by the RMA Declaration.

(c) Recreational Facilities. The Rancho Murieta Association shall repair, maintain and replace the Recreational Facilities in accordance with the maintenance standards imposed by the RMA Declaration and the Park Development Agreements.

**ARTICLE III
Additional Improved Roads**

In the event that any Improved Roads that are not identified in Exhibit "A" are hereafter created and any Rancho North Association or Rancho Murieta Association acquires a fee interest or an easement in such Improved Roads, Rancho North, any Rancho North Association or Rancho Murieta Association may amend Exhibit "A" by Recording a supplemental document reciting that the new Improved Roads are subject to this Easement Agreement.

**ARTICLE IV
Enforcement of Agreement**

Section 4.01. Injunctive Relief. The parties acknowledge and agree that they have bargained for specific performance of the agreements, conditions, restrictions, rights, easements, and rights of way contained in this Easement Agreement, and all other provisions hereof, and that each party entitled to enforcement of the terms hereof shall be entitled to injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, both mandatory and prohibitory. Subject to the limitations contained in this Easement Agreement, the parties shall have all remedies, at law or in equity, in order to enforce the terms of this Easement Agreement.

Section 4.02. Remedies Cumulative. This Easement Agreement shall create privity of contract with an estate with and among all grantees of all or any part of the parties' properties and their respective heirs, executors, administrators, successors and assigns. In the event of a breach or an attempted or threatened breach of any part of this

Easement Agreement by any party hereto, the other party shall be entitled forthwith to full and adequate relief by injunction and all other available legal and equitable remedies.

Section 4.03. Attorneys' Fees. If any legal action (including any bankruptcy action or proceeding) or any arbitration or other proceeding is brought or if an attorney is retained for the enforcement of any claim, legal action, proceeding or arbitration, arising out of this Easement Agreement or any portion thereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the prevailing party shall be entitled to recover from the other reimbursement for the fees of attorneys, expenses and other costs (including court costs and witness fees) incurred by it, in addition to any other relief to which it may be entitled.

ARTICLE V Miscellaneous

Section 5.01. Term. Unless otherwise cancelled or terminated, all the easements granted in this Easement Agreement shall continue in perpetuity.

Section 5.02. Successors; Covenants Running With the Land. This Easement Agreement shall be binding on the respective successors and assigns of the parties, and shall benefit and be binding upon each successive owner during the ownership of any portion of the property affected hereby and each person having any interest herein derived through any owner of the property affected hereby. By recording this Agreement it is the intent of the parties to create and impose easements and covenants running with the land, as defined in Civil Code section 1468, with respect to the Rancho North Property and the Rancho Murieta Property. Accordingly all signatories to this Easement Agreement shall be deemed to be covenantors and covenantees, on to another, and their respective properties shall be both benefited and burdened by the agreements, conditions, restrictions, and easements created by this Agreement.

Section 5.03. Not a Public Dedication Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the real property lying within any easement to or for the general public or for any public purpose whatsoever.

Section 5.04. Taxes. Each of the parties agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against the servient tenements located within their respective properties.

Section 5.05. Waiver of Civil Code Section 845. No party to this Easement Agreement, as the owner of an easement created in Article II, shall have any obligation to contribute to the owners of the property on which such easements are located for the expenses of maintaining, repairing, or replacing roads located on such owner's property, and each party to this Easement Agreement, for itself and for any successor in interest,

hereby waives any right to seek further contribution from any other party pursuant to Civil Code section 845.

Section 5.06. Relief from Obligations. In the event any party shall convey its fee interest in a portion of its land, on such conveyance such party shall be automatically freed and relieved of all liability under this Easement Agreement with respect to any obligation thereafter to be performed with respect to the property so conveyed. It is intended that this Easement Agreement and obligations contained in this Easement Agreement on the part of each party shall be personally binding on such party only with respect to the obligations that are to be performed during its ownership; therefore, the conveying party shall remain liable for any obligations incurred under this Agreement prior to the date on which its ownership is terminated.

Section 5.07. Entire Agreement, Amendments and Waivers. This Easement Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the parties intend for the literal words of this Easement Agreement to govern and for all prior negotiations, drafts, and other extrinsic communications, whether oral or written, to have no significance or evidentiary effect. The parties further intend that neither this Easement Agreement nor any of its provisions may be changed, amended, discharged, waived or otherwise modified orally and any such change, amendment, discharge waiver or modification may be made only by an instrument in writing duly executed by the party to be bound thereby. The parties hereto fully understand and acknowledge the importance of the foregoing sentence and are aware that the law may permit subsequent oral modification of a contract notwithstanding contract language which requires that any such modification be in writing; but each of the parties fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to decide the question.

Section 5.08. Governing Jurisdiction. This Easement Agreement shall be construed under and in accordance with the laws of the State of California.

Section 5.09. Reference to Statutes. Any reference to specific statutes in this Easement Agreement shall be deemed to mean that statute as presently codified and to that statute as it may subsequently amended or superseded by law.

Section 5.10. Construction and Severability; Singular and Plural; Captions.

(a) No Waiver. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision in a subsequent application or any other provision hereof.

(b) Restrictions Severable. Notwithstanding the provisions of Section 6.11(a), above, the agreements, conditions and restrictions of this Easement Agreement shall be deemed, independent and severable, and the invalidity or partial invalidity of any

provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Singular Includes Plural. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine or neuter, as the context requires.

(d) Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect the interpretation or application of that which is set forth in any of the terms or provisions of the Declaration.

(e) Exhibits. All Exhibits referred to herein are incorporated by reference into this Easement Agreement.

RANCHO MURIETA ASSOCIATION,
a California nonprofit mutual benefit
corporation

By: _____
Print:
Title:

By: _____
Print:
Title:

**RANCHO NORTH PROPERTIES
LLC,** a California limited liability
company

By: McMorgan & Company LLC, a
Delaware limited liability company
Its: Manager

By: _____
David R. Howard, Senior Vice
President

EXHIBIT A
(Existing Improved Roads)

EXHIBIT B (Rancho North Property)

EXHIBIT E

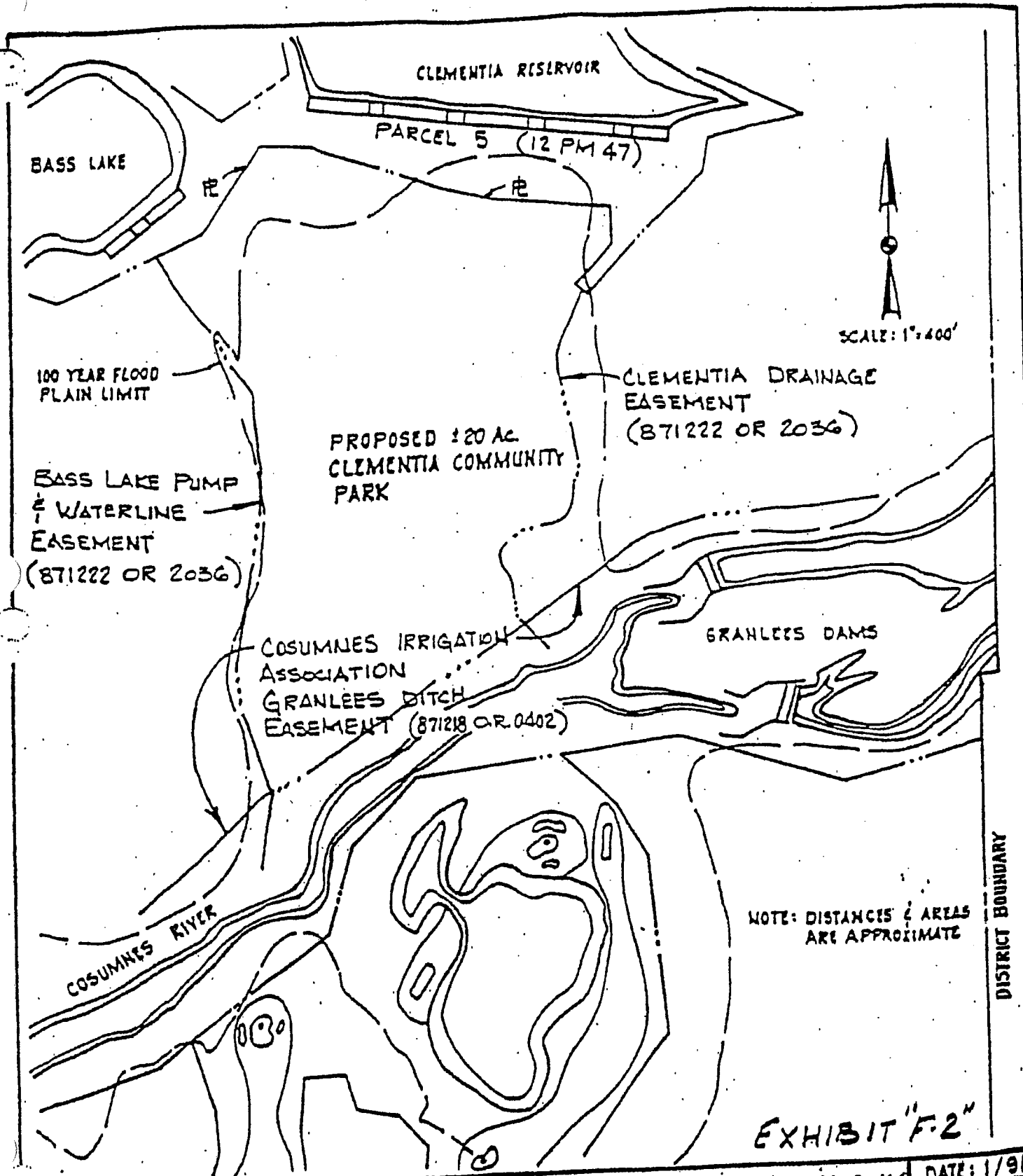
Description of Clementia Community Park Site

Description of Rancho Murieta
Clementia Park Site

A twenty (20) acre portion of that real property situate in the unincorporated area, County of Sacramento, State of California, being designated as a portion of Parcel 7 as shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Sacramento County, California, in Book 117 of Parcel Maps at Page 15 and being more particularly described as follows:

Said twenty (20) acre parcel shall be a portion of said Parcel 7 that is bounded on the north by the south line of the "Lake Clementia and Bass Lake Parcel" (Parcel 5 of that certain Parcel Map recorded in said office in Book 12 of Parcel Maps at Page 47); bounded on the east by the "Clementia Drainage Easement" (recorded in the Official Records of said County in Book 871222 at Page 2036); bounded on the south by the "Cosumnes Irrigation Association Grantees Ditch Easement" (recorded in the Official Records of said County in Book 871218 at Page 0402); and, bounded on the west by the "Bass Lake Pump and Waterline Easement" (recorded in the Official Records of said County in Book 871222 at Page 2036).

E-1



CLEMENTIA COMMUNITY PARK
 RANCHO MUDGETA CALIFORNIA



11244 Gold Express Dr.
 Suite 101
 Sacramento, CA 95870
 Tel: 916.638.4040



DATE: 1/91
 DRAWN: BS
 JOB: 84002.52
 SHEET: 1 OF 1

EXHIBIT F

Mandatory Provision of CC&Rs for Rancho Murieta North Property

Exhibit F
(Mandatory Provisions of Rancho Murieta North Association)

The following provisions shall be included in the Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") that will be Recorded in the Official Records of Sacramento County, California against the property more particularly described in Exhibit "A", attached hereto (the "Rancho North Property").

The parties acknowledge and agree that the specific wording set forth below may not necessarily be reflected in the final draft of the Master Declaration as a result of other drafting considerations or subsequent review and requests for further revision by the California Department of Real Estate as part of the Public Report application process for the subdivision and sale of Lots in the Rancho North Property. However, it is the intention of the parties that they use their best efforts to obtain approval from the Department of Real Estate for the inclusion in the Master Declaration of provisions that substantially reflect the purposes and intent of the following draft provisions:

1. *Definitions:* Any Declaration Recorded against any portion of the Rancho North Property shall contain, in its Article of defined terms, definitions of the "Grant of Easements Agreement" referred to in Section 1.09 of the Mutual Benefit Agreement, the "RMA Contribution," as defined in Section 1.33 of the Mutual Benefit Agreement and calculated and adjusted in accordance with Section 4.02 and 9.04 of the Mutual Benefit Agreement, the "Individual Contribution Amount", as defined in Section 1.11 of the Mutual Benefit Agreement and collected from the Owners of Lots in the Rancho North Property pursuant to Section 4.04 of the Mutual Benefit Agreement and other terms of art used in the Grant of Easements Agreement and/or the Mutual Benefit Agreement which must be referenced in the Master Declaration.

2. *The RMA Contribution Amount.* In that portion of the Master Declaration that sets forth the powers and duties of the Rancho Murieta North Association a provision shall be included that references the Rancho Murieta North Association's authority and obligation to collect and remit to the Rancho Murieta Association the RMA Contribution amount. The obligation to collect and remit the RMA Contribution to Rancho Murieta Association shall be identified as a Common Expense of the Rancho Murieta North Association. The collection rights and remedies available to the Rancho Murieta North Association with respect to a Lot Owner's failure to timely pay his or her Individual Contribution Amounts shall also be addressed in any Declaration Recorded against any portion of the Rancho North Property and the obligation shall also be the subject of a specific disclosure in the Lot purchase and sale agreement for any sale pursuant to a Public Report or, if required by the California Department of Real Estate, in the Public Report, itself.

3. *Composition of the Design Review Committee:* The Master Declaration's Article addressing the composition of the Design Review Committee with jurisdiction over construction and improvement projects in any Subdivision Phase of the Rancho North Property shall provide that at least one (1) of the members of the Committee shall be member in good standing of the Rancho Murieta Association designated and appointed by the Board of Directors of that Association ("good standing" to be determined in accordance with the policies of the Rancho

Murieta Association"). The member of the Committee designated by the Rancho Murieta Association shall have full voting rights on all issues within the jurisdiction of the Rancho North Design Review Committee.

4. ***Minimum Construction Standards:*** The Master Declaration's Article setting forth minimum construction standards and restrictions for particular construction and improvement projects shall include the following provisions:

Section Establishing Minimum Size of Residences. With the exception of residences constructed in any Phase of the Rancho North development which is developed and marketed as housing for senior citizens, as defined in Civil Code section 51.3, the minimum square footage of living area for residences constructed in any Phase of the Rancho North development shall be not less than 1,800 square feet. The square feet of living area within a residence shall be based on the interior living space of the residence, exclusive of porch, garage, deck or patio areas. Prior to recording the Declaration of Annexation containing the minimum square footage for residences in the Phase the Declarant shall meet and confer with the Design Review Committee regarding the design and proposed size of residences in the Phase.

Section Maximum Number of Dwelling Units. The maximum number of residential dwelling units within the Rancho North Property, as currently defined in Exhibit "A" on the date of the Recordation of this Declaration, shall not exceed the number specified in Exhibit "H". The provisions of this Section are for the express benefit of Rancho Murieta Association, the existing Rancho Murieta development and the residents thereof. For a period of ten (10) years from the date this Master Declaration is recorded, without the consent of two-thirds of the entire Board of Directors of Rancho Murieta Association, this Article may not be amended or altered. Density limitations applicable to residential properties within the Rancho Murieta Planned Development Ordinance which are not currently defined in Exhibit "H", shall be governed by applicable zoning laws and other conditions of approval that may be imposed by the County at the time those other lands are subdivided.

5. ***Rancho Murieta North Association/RMA Merger Provisions:*** Either as part of the provision of the New Master Declaration enumerating the Rancho Murieta North Association's powers and duties or in the Miscellaneous Article at the end of a the New Master Declaration and also in the Articles of Incorporation of the Rancho Murieta North Association a merger provision, reading substantially as follows, shall be included:

Section Authority to Merge With Rancho Murieta Association. Due to the shared rights of use and enjoyment of roads, open spaces and recreational facilities as among the Members of the Rancho Murieta North Association and the Members of Rancho Murieta Association and the proximity of both developments, it is anticipated that it may be advantageous and in the best interests of the Members of both Associations if they merge into a single owners' association. At any time after the date on which the close of escrow has occurred for the sale of ___ Lots in the Rancho North Property (i.e., ninety percent (90%) of the Lots that are approved for development in the Specific Plan) the Board of Directors of the Rancho Murieta North Association shall be empowered to commence negotiations with the Board of Directors of

Rancho Murieta Association to effect a merger of the two Associations in accordance with California Corporations Code §§8010 et seq., or comparable successor statute.

Any agreement of merger must contain at least the following terms and conditions: (i) in the surviving association, there shall be a single class of Members comprised of the owners of Lots located in any portion of Rancho Murieta that will be subject to the jurisdiction of the surviving association; (ii) within six (6) months prior to any vote on a proposed merger, both Associations shall have jointly engaged the services of a qualified reserve study consultant who shall prepare a capital replacement reserve study for each Association in accordance with Civil Code §1365.5(e) (or comparable successor statute) and the studies must show that the capital reserve obligations of both Associations are adequately funded; and (iii) the documents submitted to the Members of both Associations for approval in connection with any vote to merge shall include a single amended and restated Declaration of Covenants, Conditions and Restrictions, applicable to all lands encumbered by the New Master Declaration and the RMA Declaration. This amended and restated Declaration shall amend and supersede the New Master Declaration and the RMA Declaration and contain such other amendments and revisions as may be necessary and appropriate to reflect a single, unified common interest development under the jurisdiction of one owners' association. The terms of any merger shall require the affirmative vote of a majority of the Board of Directors of both Associations and a simple majority vote of all Members of both Associations.

6. *New Master Declaration Amendment Provisions:* The Article of the New Master Declaration addressing the subject of future amendments of the Declaration shall, in addition to those amendment provisions required by the Department of Real Estate Regulations and other standard amendment provisions customarily included in the governing documents of similar planned developments, contain provisions that read substantially as follows:

(b) Additional Approvals For Amendments to Particular Provisions:

() Approval by the Rancho Murieta Association. The following provisions of this Declaration were included for the benefit of Rancho Murieta Association: [List all provisions that are expressly for the benefit of RMA by section number]. Any proposed amendment to those provisions may only be submitted to the Members of the Rancho Murieta North Association for approval if the text of the proposed amendment has first been approved by at least a two-thirds vote of the Board of Directors of Rancho Murieta Association. Any vote by the Rancho Murieta Association Board with respect to an amendment that is subject to this subsection shall be conducted at a meeting that is open to the Members and which occurs no sooner than thirty (30) days after the proposed amendment has been posted in the principal office of Rancho Murieta Association (or otherwise communicated to the Members of the Rancho Murieta Association).

7. *Rancho Murieta North Association Disciplinary Procedures:* The Article of the New Master Declaration addressing the subject of the authority of the Rancho Murieta North Association to discipline its Members and other residents shall contain (in addition to the standard disciplinary provisions found in similar planned development governing documents)

provisions regarding infractions that involve Rancho Murieta Association common facilities that read substantially as follows:

Section Special Disciplinary Rules Regarding Governing Document Violations by Rancho Murieta North Association Members and Rancho North Residents While Utilizing the Roads or Other Common Facilities of Rancho Murieta. Any Owner or resident of any Lot in the Rancho North Property and the guests and invitees of such Owners and residents, shall be under the same obligation as owners, residents, guests and invitees of persons residing in other portions of Rancho Murieta that are under the jurisdiction of the Rancho Murieta Association to observe and abide by those governing document provisions of the Rancho Murieta Association which pertain to the use and enjoyment of the roads, open spaces and recreational facilities of the Rancho Murieta Association. Under any circumstance when Rancho Murieta Association is entitled under its published disciplinary procedures and rules and under California law to take summary disciplinary action against an owner, resident, guest or invitee to property that is within the Association's jurisdiction, Rancho Murieta Association shall have the same right to initiate immediate disciplinary action against an Owner or resident of Rancho North, and the guests and invitees of such Owners and residents should any such person violate the published rules, regulations and restrictions of the Rancho Murieta Association relating to the use of Rancho Murieta roads, open spaces and/or recreational facilities of Rancho Murieta Association.

In addition, if any Owner, resident, guest or invitee of an Owner of a Lot in the Rancho North Property is determined by a court of competent jurisdiction to be guilty of property damage or of a crime while using or accessing any Rancho Murieta open space or recreational facility, (or pleads no lo contendere in any such criminal proceeding) Rancho Murieta Association shall be entitled to deny that person further access to the recreational facilities of the Rancho Murieta Association (other than roads) without necessity of any further private association disciplinary proceedings.

In all other instances involving alleged violations by an owner, resident, guest or invitee of a Rancho North Lot, of the governing documents of Rancho Murieta relating to access to, or use and enjoyment of, the recreational common facilities of the Rancho Murieta Association or the private roads that are maintained by Rancho Murieta Association, the violation shall be heard and administered and heard by a committee whose members are jointly appointed by the Boards of Directors of the Rancho Murieta North Association and the Rancho Murieta Association. That joint disciplinary committee shall be comprised as follows: each association shall appoint two members to the hearing committee and the four committee members thus appointed shall appoint a fifth committee member who may be a resident of any part of Rancho Murieta. That joint disciplinary committee shall conduct its disciplinary proceedings in accordance with applicable California laws, including, without limitation, Corporations Code section 7341 and Civil Code sections 1354 and 1363.

When any resident of a Lot within the Rancho Murieta Property (as defined in Section 1.25 of the Mutual Benefit Agreement) is determined to be in violation of the traffic rules and regulations applicable to private streets in the Rancho North Property, the Rancho Murieta North Association (or any subordinate Rancho North Association that has been delegated regulatory authority over streets within a Phase pursuant to a Supplemental Declaration) shall be entitled to

enforce its traffic rules and regulations against any such resident to the same extent as the Rancho Murieta North Association is empowered to enforce its traffic rules and regulations against its own Members and residents. When promulgating rules and regulations relating to the operation of motor vehicles on the private streets of the Rancho North Property, the Rancho Murieta North Association shall endeavor, to the fullest extent reasonably possible, to adopt rules and regulations that are consistent with the rules and regulations adopted by the Rancho Murieta Association.

EXHIBIT G

Description of Improved Roads In Golf Course Property (Section 13.01(d) of Mutual Benefit Agreement)

Road Easement over Parcel 2, 123 PM 28

A strip of land, 42.00 feet in width, being a portion of Parcel 2, as Parcel 2 is shown on the map filed in Book 123 of Parcel Maps, at Page 26, and as Parcel 2 is modified in that Lot Line Adjustment approved by Sacramento County Resolution No. 90-1003A, Sacramento County Records, Sacramento County, California, more particularly described as follows:

BEGINNING AT A POINT on the southerly line of said Parcel 2 from which the northerly terminus of a course bearing North $65^{\circ}23'50''$ East 115.16 feet bears South $84^{\circ}42'51''$ West 6.56 feet;

Thence from said Point of Beginning, along the arc of a 323.00-foot radius curve to the right, through a central angle of $12^{\circ}20'11''$ for 69.55 feet (Chord: North $05^{\circ}43'11''$ West, 69.41 feet) to a point of reverse curvature with a radial bearing of North $89^{\circ}33'06''$ East;

Thence along the arc of a 131.00-foot radius tangent curve to the left, through a central angle of $20^{\circ}06'43''$ for 45.98 feet (Chord: North $09^{\circ}36'23''$ West, 45.75 feet) to a point on the adjusted line Parcel 2 from which the southerly terminus of a course bearing South $69^{\circ}34'31''$ West, 38.05 feet bears South $81^{\circ}58'55''$ West, 29.75 feet and North $64^{\circ}05'10''$ East, 25.00 feet;

Thence along said adjusted line, North $81^{\circ}58'55''$ East, 42.67 feet;

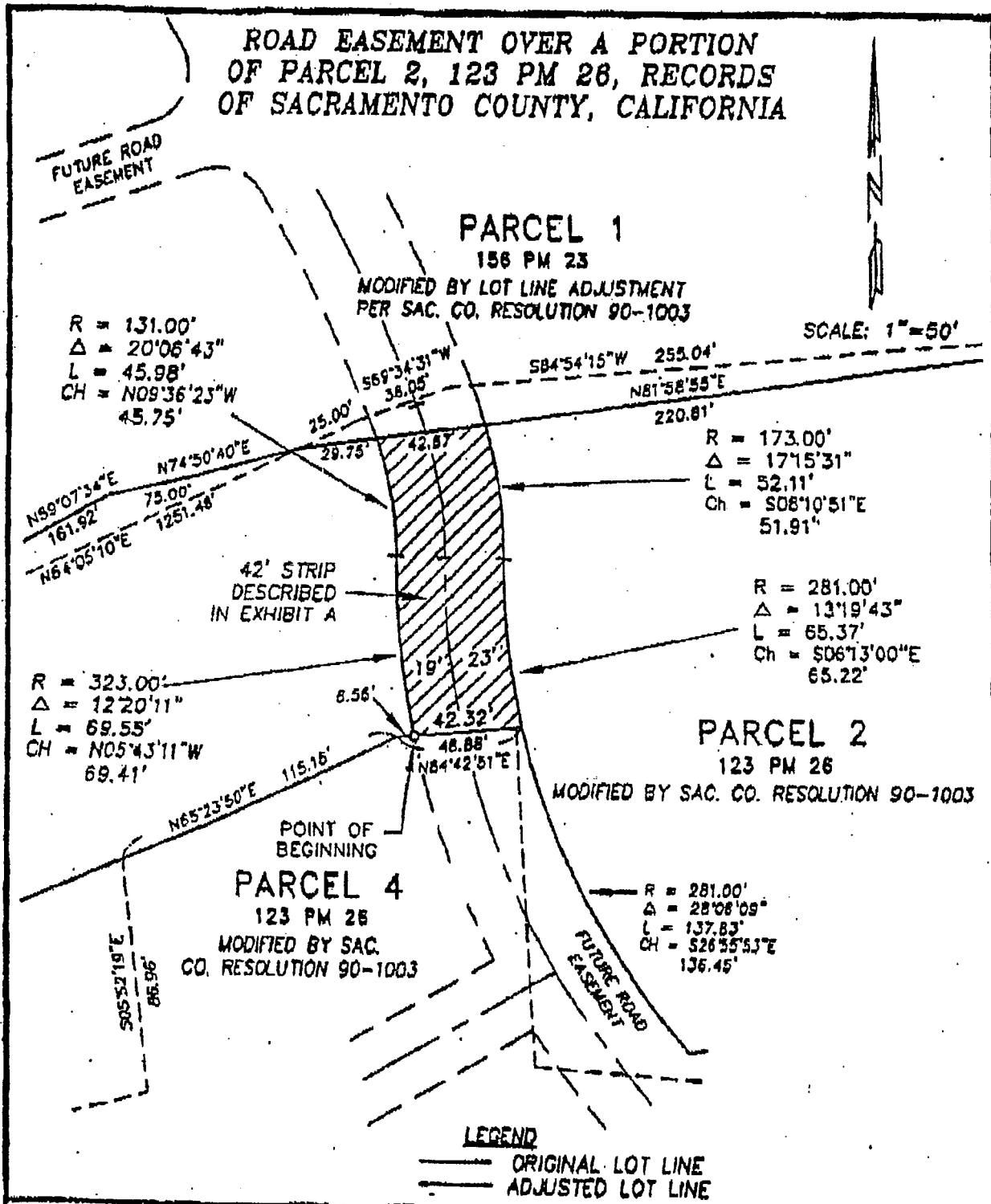
Thence leaving said adjusted line, along the arc of a 173.00-foot radius curve to the right, through a central angle of $17^{\circ}15'31''$ for 52.11 feet (Chord: South $08^{\circ}10'51''$ East, 51.91 feet) to a point of reverse curvature with a radial bearing of South $89^{\circ}33'06''$ West;

Thence along the arc of a 281.00-foot radius tangent curve to the left, through a central angle of $13^{\circ}19'43''$ for 65.37 feet (Chord: South $06^{\circ}13'00''$ East, 65.22 feet) to a point on the easterly extension of a course bearing North $84^{\circ}42'51''$ East, 46.51 feet as shown on said map;

Thence along said easterly extension, and along the southerly line of said Parcel 2, South $84^{\circ}42'51''$ West, 42.32 feet to the **POINT OF BEGINNING**,

containing 4,893 square feet, more or less.

David Evans & Associates, Inc.
Michael R Dequine, LS 5614
License expires: 9/30/02
Date: _____



DAVID EVANS AND ASSOCIATES, INC.
 SURVEYORS • PLANNERS • ENGINEERS
 188 CUREBY WAY - SUITE 150
 ROSEVILLE, CALIFORNIA 95678
 (916) 780-3300 FAX (916) 780-3303

EXHIBIT B

FLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY: DJS	DATE: 06/28/01
CHECKED BY: MRD	SCALE: 1" = 50'
JOB NO: MCM0000-0001	
DRAWING: EASE-2A	SHEET: 1 OF 1

Road Easement over Parcel 2, 123 PM 20

A strip of land, 42.00 feet in width, being a portion of Parcel 2, as Parcel 2 is shown on the map filed in Book 123 of Parcel Maps, at Page 26, Sacramento County Records, County of Sacramento, State of California, more particularly described as follows:

BEGINNING AT A POINT on the easterly line of said Parcel 2 from which the northerly terminus of a course bearing South $08^{\circ}07'48''$ West 228.67 feet bears North $08^{\circ}07'48''$ East 8.33 feet;

Thence, from said Point of Beginning, along the easterly line of said Parcel 2, South $08^{\circ}07'48''$ West, 43.80 feet;

Thence along the arc of a 298.00-foot radius non-tangent curve to the right, through a central angle of $28^{\circ}20'31''$ for 147.41 feet (Chord: North $83^{\circ}07'17''$ West, 145.91 feet) to a point on the westerly line of said Parcel 2;

Thence along the westerly line of said Parcel 2 the following two (2) consecutive courses:

1. North $59^{\circ}18'58''$ East 13.38 feet, and
2. North $01^{\circ}05'00''$ East 33.53 feet;

Thence along the arc of a 256.00-foot radius non-tangent curve to the left through a central angle of $30^{\circ}46'30''$ for 137.50 feet (Chord: South $83^{\circ}37'49''$ East, 135.86 feet);

Thence along the arc of a 419.00-foot radius tangent curve to the right, through a central angle of $00^{\circ}32'19''$ for 3.94 feet (Chord: North $81^{\circ}15'06''$ East, 3.94 feet to the **POINT OF BEGINNING**,

containing 5,875 square feet, more or less.

David Evans & Associates, Inc.
Michael R Dequine, LS 5614
License expires: 9/30/02
Date: _____

ROAD EASEMENT OVER A PORTION OF PARCEL 2, 123 PM 28, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA

PARCEL 6
123 PM 28
MODIFIED BY LOT LINE ADJUSTMENT
PER SAC. CO. RESOLUTION 90-1003

PARCEL 2
123 PM 28
MODIFIED BY LOT LINE ADJUSTMENT
PER SAC. CO. RESOLUTION 90-1003

$\Delta = 30^{\circ}46'30''$
 $R = 256.00'$
 $L = 137.50'$
 $CH = S83^{\circ}37'49''E$
135.86'

N01^{\circ}05'00''E

N59^{\circ}16'58''E
13.38'

$\Delta = 28^{\circ}20'31''$
 $R = 298.00'$
 $L = 147.41'$
 $CH = N83^{\circ}07'17''W$
145.91'

42' STRIP DESCRIBED
IN EXHIBIT C

8.33'

POINT OF BEGINNING

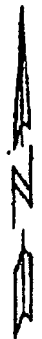
$\Delta = 00^{\circ}32'19''$
 $R = 419.00'$
 $L = 3.94'$
 $CH = N81^{\circ}15'06''E$
3.94'

228.67'

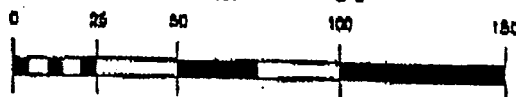
N08^{\circ}07'48''E

PARCEL 2
123 PM 28
MODIFIED BY LOT LINE ADJUSTMENT
PER SAC. CO. RESOLUTION 90-1003

PARCEL 1
156 PM 23
MODIFIED BY LOT LINE ADJUSTMENT
PER SAC. CO. RESOLUTION 90-1003



SCALE: 1" = 50'



DAVID EVANS AND ASSOCIATES, INC.
SURVEYORS • PLANNERS • ENGINEERS
198 DIRBY WAY - SUITE 150
ROSEVILLE, CALIFORNIA 95678
(916) 780-3300 FAX (916) 780-3303

EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY: DJS	DATE: 06/28/01
CHECKED BY: MRD	SCALE: 1" = 50'
JOB NO: MGM0000-0001	
DRAWING: EASE-2B	SHEET 1 OF 1

Road Easement over Parcel 2, 123 PM 26

A strip of land, 52.00 feet in width, being a portion of Parcel 2 as shown on the map filed in Book 123 of Parcel Maps at Page 26, and as said parcel is adjusted by that Boundary Line Adjustment approved by Sacramento County Resolution No. 90-1003A, Sacramento County Records, County of Sacramento, State of California, more particularly described as follows:

BEGINNING AT A POINT on the easterly line of said Parcel 2 at the southerly terminus of a course bearing South $02^{\circ}12'07''$ West 156.74 feet;

Thence from said Point of Beginning, North $60^{\circ}01'20''$ West 89.08 feet;

Thence along the arc of a 297.00-foot radius tangent curve to the left, through a central angle of $25^{\circ}49'58''$ for 133.91 feet (Chord: North $72^{\circ}56'17''$ West, 132.78 feet) to a point on the westerly line of said adjusted Parcel 2;

Thence along the westerly line of said adjusted Parcel 2, North $12^{\circ}29'58''$ West 53.92 feet;

Thence leaving said westerly line, along the arc of a 349.00-foot radius non-tangent curve to the right through a central angle of $28^{\circ}22'08''$ for 172.80 feet (Chord: South $74^{\circ}12'23''$ East, 171.04 feet);

Thence South $60^{\circ}01'20''$ East 61.69 feet to a point on the easterly line of said Parcel 2;

Thence South $02^{\circ}12'07''$ West 38.77 feet to the **POINT OF BEGINNING**,

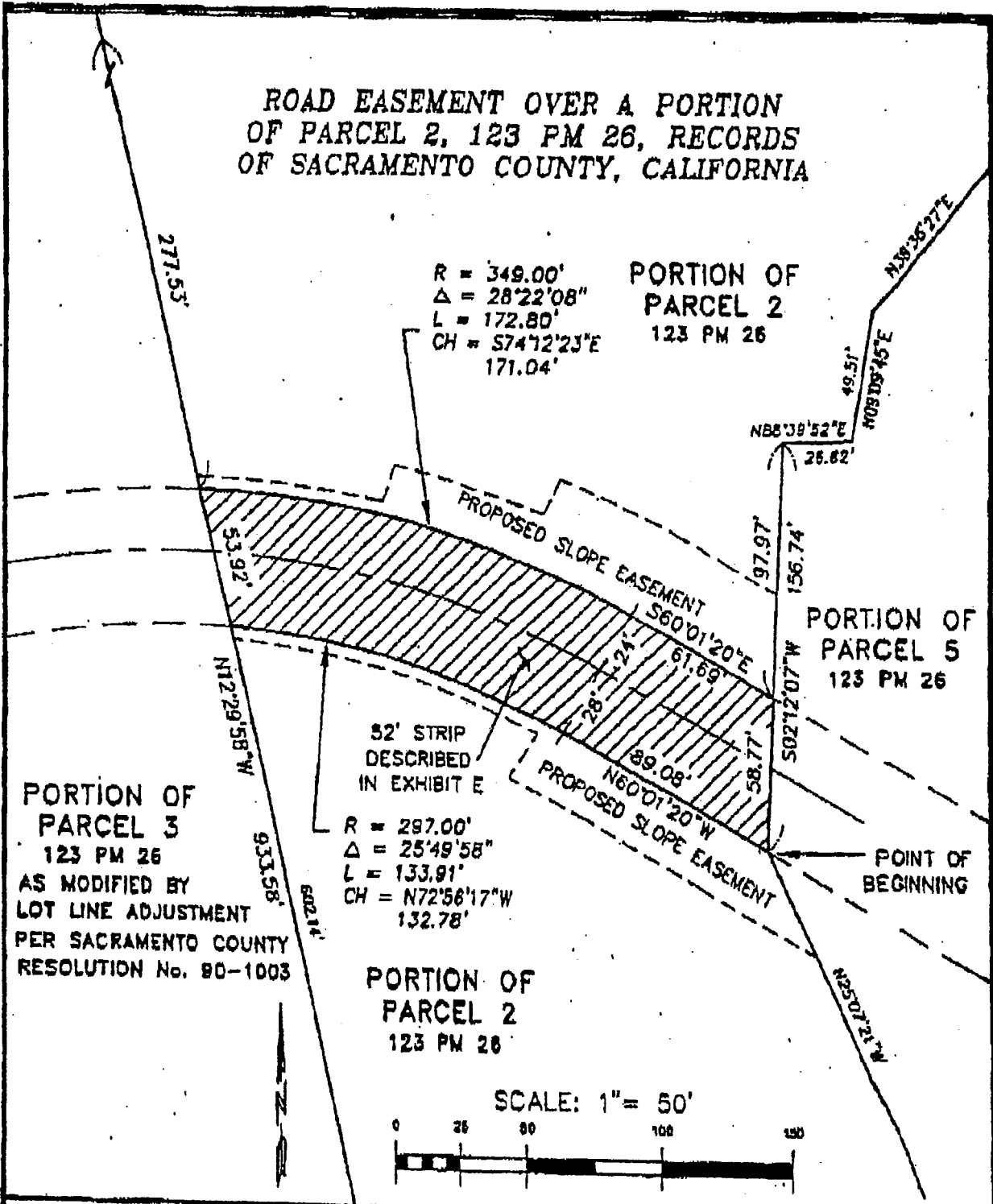
containing 11,895 square feet, more or less.

David Evans & Associates, Inc.

Michael R. Dequine, LS 5614

License expires: 9/30/02

Date: _____



DAVID EVANS AND ASSOCIATES, INC.
 SURVEYORS • PLANNERS • ENGINEERS
 178 CIRBY WAY - SUITE 150
 REDVILLE, CALIFORNIA 95878
 (916) 760-3300 FAX (916) 760-3303

EXHIBIT F

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY	DJS	DATE	06/28/01
CHECKED BY	MRD	SCALE	1" = 50'
JOB NO.	MCMG0000-0001		
DRAWING	EASE-2C	SHEET	1 OF 1

1052.014
01/16/01
Accessesmt/rm

**DESCRIPTION OF ACCESS EASEMENT
OVER & ACROSS
PARCEL 2
RANCHO MURIETA SOUTH**

All that certain real property situate in the County of Sacramento, State of California, being a portion of Parcel 2 as said parcel is shown on that certain Parcel Map, filed for record in Book 129 of Parcel Maps at page 26, Official Records of said County and being more particularly described as follows:

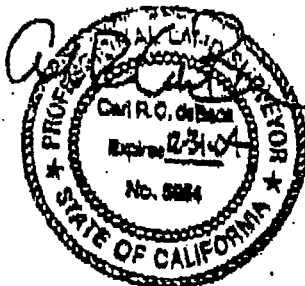
A strip of land 20.00 feet wide measured at right angles and/or radially, the centerline of which is described as follows:

Commencing at an angle point on the easterly line of Parcel 9 of said Parcel Map being the northerly terminus of a course labeled "North 05°06'02" East-290.00" on said Parcel Map; thence along said Parcel line South 05°06'02" West a distance of 63.63 feet to the True Point of Beginning; thence from said True Point of Beginning North 84°52'55" East a distance of 244.95 feet to a point situate on the westerly line of Parcel 1 of that certain Parcel Map, filed for Record in Book 156 at Page 23, Official Records of said county and being the Point of Terminus.

The sidelines of said strip shall be extended or shortened so as to terminate on the aforementioned Parcel lines.

See Exhibit "B", on plat to accompany description attached hereto and made part hereof.

Carl R. C.de Baca P.L.S. 5854
Expires December 31, 2004



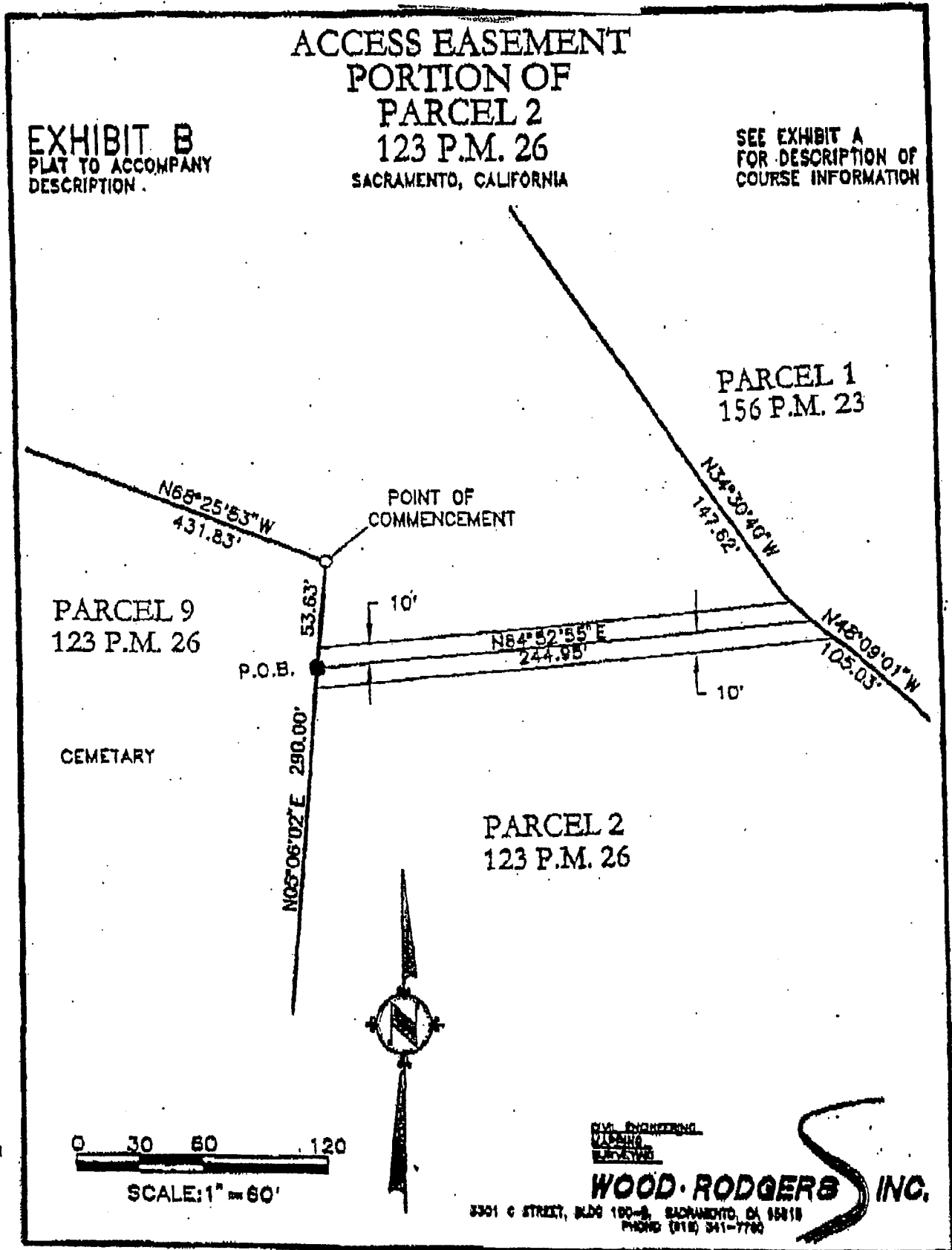
1-25-01

PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

**ACCESS EASEMENT
PORTION OF
PARCEL 2
123 P.M. 26
SACRAMENTO, CALIFORNIA**

**EXHIBIT B
PLAT TO ACCOMPANY
DESCRIPTION.**

**SEE EXHIBIT A
FOR DESCRIPTION OF
COURSE INFORMATION**

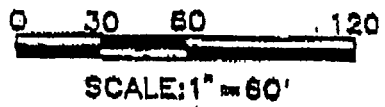


PARCEL 9
123 P.M. 26

PARCEL 1
156 P.M. 23

PARCEL 2
123 P.M. 26

CEMETARY



**CIVIL ENGINEERING
VLS/CA/0
12/25/98**

WOOD · RODGERS INC.

3301 G STREET, BLDG 100-B, SACRAMENTO, CA 95818
PHONE (916) 341-7700

EXHIBIT H

Rancho North Property Development Plan

Exhibit H (Development Plan)

PROPOSED DWELLING UNITS

Subdivision Phase(s)	Proposed Dwelling Units
The Residences of Murieta Hills	238
Vineyard Estates at Lake Calero	102
The Estates at Lakes Chesbro and Clementia	118
The Highlands	93
The Terrace	329
River Canyon Estates	118
The Retreats, West, North and East	95
Total Units	1,093

Note 1: Community Plan for Rancho Murieta allows for 2326 dwelling units to be built on the Rancho North Property. (Description of Clementia Community Park)

Note 2: In the event that the 35-acre vineyard amenity being proposed by Rancho North Properties, LLC is not supported or approved by Rancho Murieta Association or Rancho Murieta Community Services District or any other governmental agency, the proposed dwelling unit count for the Vineyard Estates at Lake Calero shall increase by 48 lots to 150 units; thus increasing the total to 1,141 total units.

Note 3: The above proposed dwelling unit counts may be adjusted if the County of Sacramento places development conditions not contemplated in the Rancho Murieta Special Planning Area Ordinance on the Property that make said densities uneconomical.

Note 4: Up to 10% of the units within each subdivision can be transferred to another subdivision as long as the dwelling unit cap as described above is not exceed.

EXHIBIT I

RMA Plans

Exhibit "I"

(RMA Plans)

The RMA Plans shall consist only of the following items:

1. Plot plan and site plan for the realignment of Lago Drive and Murieta Parkway, the location of the access control building (which shall not be larger than the access control building for the north or south gate), the location of traffic control lanes, and the location for the placement of the control gates, bar code readers, passive control equipment and other access features presently being used in connection with the existing building. The Gate Facilities Improvement Costs shall include the cost of relocating such existing gate control facilities to their new location.
2. The RMA Plans shall include a list of the power, phone, computer, HVAC and specialized equipment needs for the access control building that are new or will be relocated from the existing building.
3. No part of the Gate Facilities Payment shall be applied to any of the following (and such costs shall not be part of the Gate Facilities Improvements Costs):
 - a. Any item that is not in the existing control building or would cost more than the replacement cost of the comparable item in the existing control building.
 - b. Any personal property and fixtures, including, without limitation, furniture, computers and computer wiring, cameras, security equipment, security features (including bullet proof glass), safes and telephone systems and wiring.
 - c. Any requested improvements that are beyond the scope and nature of the existing access control building, traffic control lanes and related access equipment.

Provided, however, if Rancho Murieta Association desires to upgrade or add any item(s) for which the Gate Facilities Payment may not be applied under this paragraph 3, Rancho North shall include such include such item(s) in the conceptual plans and specifications and Mutual Benefit Plans if Rancho Murieta Association deposits, at the time its deposit is due under subparagraph 3.01(c) of the Mutual Benefit Agreement, the additional amount that Rancho North's contractor charges to include such upgrade or additional item within the work of improvement covered by the contract. The RMA Plans shall identify any such upgrade or additional item and shall specify any equivalent item of the existing facility that is being upgraded.

4. The landscape and median improvements along Highway 16 shall be designed by Rancho North and shall not be subject to the approval of Rancho Murieta

Association so long as the improvements outside the north gate do not substantially increase the cost to Rancho Murieta Association to maintain its common areas. All improvements within the north gate designed by Rancho North shall be subject to the reasonable approval of, and be consistent with the plans of, Rancho Murieta Association for the overall improvement of the median of Murieta Parkway; provided, however, Rancho North shall bear no cost for repair or correction of current deficiencies in the median and road beds.

5. Rancho Murieta Association grants Rancho North access to the common areas of Rancho Murieta Property for the purpose of constructing the Gate Facilities.

EXHIBIT J

Description of Parcel 9 (Cemetery)

Exhibit J LEGAL DESCRIPTION OF PARCEL 9 (Cemetery)

All the real property located in the County of Sacramento, State of California, described as follows:

Parcel 9, as shown on that certain Parcel Map, filed in the Office of the County Recorder of Sacramento County, California on February 28, 1990, in Book 117 of Parcel Maps, at Page 15, as amended by that certain Parcel Map filed in the Office of the County Recorder of Sacramento County, California on April 3, 1991, in Book 123 of Parcel Maps, at Page 26.

Excepting therefrom any portion thereof lying with the following parcel:

BEGINNING AT A POINT in the southwesterly boundary of Parcel 7 as shown on the Parcel Map filed in Book 12 of Parcel Maps, at Page 47, and the northeast right of way line of State Highway 16, as shown on said Parcel Map, at the northwesterly terminus of a course designated as North $41^{\circ} 45' 48''$ West 1310.47 feet;

Thence from said Point of Beginning, along said boundary and line, North $42^{\circ} 20' 43''$ West 120.45 feet, and North $53^{\circ} 31' 17''$ West 823.28 feet;

Thence leaving said boundary line North $36^{\circ} 22' 17''$ East 20.04 feet;

Thence South $53^{\circ} 37' 43''$ East 696.30 feet;

Thence, along an arc of a tangent 1250.00 foot radius curve right, through a central angle of $12^{\circ} 02' 08''$ a distance of 262.58 feet;

Thence tangent South $41^{\circ} 35' 35''$ East 1136.63 feet;

Thence South $48^{\circ} 24' 25''$ West 17.11 feet to said boundary and right of way line;

Thence along said boundary and line North $41^{\circ} 45' 48''$ West 1148.15 feet to the Point of Beginning.

APN 073-0790-010