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SONOMA COUNTY
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RECORDING FEE: 58.00
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Recording Requested By:

South Petaluma Partners LLC

When Recorded, Mail To:

Bruce H. Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612



**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

1600 S. Petaluma Blvd, Petaluma, CA

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the sixth day of June 2006, by South Petaluma Partners LLC ("Covenantor") who is the Owner of record of that certain property situated at 1600 S. Petaluma Blvd, in the City of Petaluma, County of Sonoma, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. Portions of the Burdened Property and groundwater underlying the property contain naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel (TPH-d).

B. Contamination of the Burdened Property. Portions of the Burdened Property have naturally occurring minerals including (1) nickel in soil and rock of limited extent in the vicinity of the former crushing plant, and (2) a naturally occurring asbestos (NOA)-bearing serpentinite body of rock of limited extent located on the southeastern slope of the former central pit.

Development in the area of the NOA-bearing serpentinite body will result in the burial of this NOA-bearing outcrop under approximately 25 (at the highest elevation of the outcrop) to 65 feet (at the lowest elevation of the outcrop) of fill. Deep excavation into this outcrop could bring to the surface NOA-bearing serpentinite at concentrations exceeding action levels.

Levels of nickel in soil at the Burdened Property are below concentrations of concern for residential use of the site, however erosion of soils in the vicinity of the former crushing plant and transport into the Petaluma River could cause ecological impacts.

Groundwater in limited portions of the site is affected by migration of low concentrations of petroleum hydrocarbons (diesel fuel) from off-site sources. The Board has not identified

potential responsible parties for this groundwater contamination. The concentrations of petroleum hydrocarbons are low enough that groundwater remediation is not anticipated nor required. However, extraction and discharge of untreated groundwater containing elevated TPH-d to surface waters could cause ecological impacts.

C. Exposure Pathways. The chemicals addressed in this Covenant are present in soil, rock, and/or groundwater beneath the Burdened Property. The Board has determined that there is no significant human health exposure threat due to the presence of these chemicals because of the concentrations detected and/or because there is no completed pathway for human exposure. Adverse ecological impacts could occur in the event of deep excavation of soils or rock in the vicinity of the southeastern slope of the former central pit and the vicinity of the former crushing plant. Adverse ecological impacts could also occur in the event of extraction and discharge of untreated groundwater impacted with TPH-d to surface waters. The Burdened Property was the subject of investigation and remediation activities that were approved by the Board. Without the mitigation measures which have been performed on the Burdened Property and the mitigation measures contained within the site specific Risk Management Plan (RMP), exposure to these contaminants could take place via in-place contact, surface water runoff, and wind dispersal, resulting in dermal contact, inhalation, or ingestion by humans, etc. The risk of public exposure to the naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is being redeveloped for residential use and is adjacent to other residential and commercial land uses.

E. Extensive sampling of the Burdened Property has been conducted, and full and voluntary disclosure to the Board of the presence of naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel on the Burdened Property has been made..

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel that occurs beneath portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect the environment as a result of the presence on the land of naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel in ground water beneath the Burdened Property. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to

the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to protect the environment by reducing the risk of exposure to residual naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

a. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work below 5 feet on the Property in the (1) area with elevated nickel concentrations in the vicinity of the former crushing plant and (2) area in the vicinity of the NOA-bearing serpentinite body unless such excavation is conducted in compliance with the site-specific Risk Management Plan dated October 28, 2005 as such may be amended from time to time with the approval of the Board. (Further details on these areas can be found in the Remedial Action Report, November 29, 2005, prepared by Kleinfelder and Associates.) Any soil or rock brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner or his agent in accordance with all applicable provisions of local, state and federal law and with the Risk Management Plan. There must be at least five feet of clean fill above the naturally-occurring asbestos and nickel following all grading and excavation activities. No Owners or Occupants of the Property shall re-use soil with asbestos and/or nickel concentrations above action levels as fill material off-site, or in the upper five feet on-site .

b. All uses and development of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap on the Burdened Property established or maintained pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

c. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

d. The Owner shall notify the Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap to perform its functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

e. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

f. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. The property is being regraded in compliance with the Reclamation Plan approved by the County of Sonoma. Future excavation and regrading of site soils in compliance with the site-specific Risk Management Plan will occur for development and some maintenance on the site.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains naturally-occurring asbestos and nickel, and total petroleum hydrocarbons as diesel in soils, rock and in the ground water under the property, and is subject to a deed restriction dated as of June 6, 2006, and recorded on _____, in the Official Records of Sonoma County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication

shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
South Petaluma Partners LLC
1900 Powell Street, 12th Floor
Emeryville, CA 94608

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

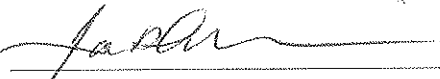
5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Sonoma within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to affect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

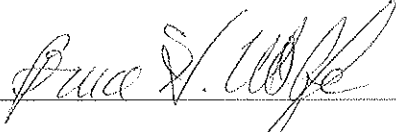
Covenantor: South Petaluma Partners, LLC

By: 
Title: Manager
Date: June 6, 2006
James Levine

Agency:

State of California
Regional Water Quality Board,
San Francisco Bay Region

By: _____



Title: Executive Officer

Date: June 6, 2004

Bruce Wolfe

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

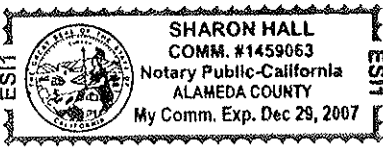
State of California

County of Alameda

On June 6, 2006 before me, Sharon Hall, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James D. Levine
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

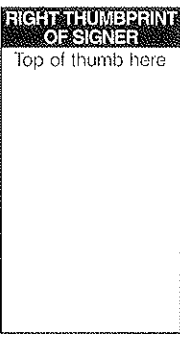
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

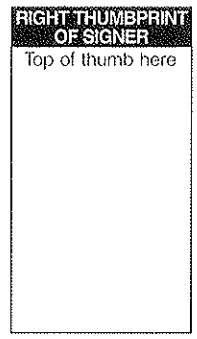
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

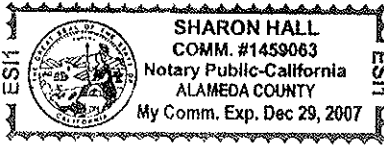
State of California

County of Alameda

On June 6, 2006 before me, Sharon Hall, Notary Public

personally appeared Bruce Wolfe

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

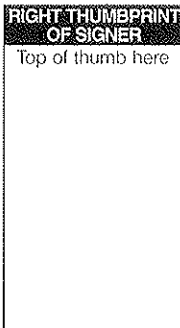
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing:



Signer's Name: _____

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

Signer Is Representing:

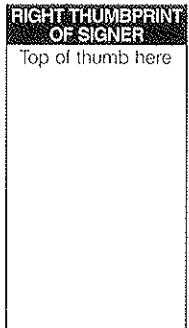


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Exhibit A

ONLY SOUTHERN PARCELS TO BE INCLUDED IN DEED RESTRICTION

Page 1
Order No. 228494

DESCRIPTION

PARCEL ONE: North Parcel

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD, LEADING FROM PETALUMA TO SAN RAFAEL, WHICH FORMS THE INTERSECTION OF THE QUARTER SECTION LINE BETWEEN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID POINT BEING FURTHER DESCRIBED AS BEING STATION 886+14.85 OF THE STATE HIGHWAY SURVEY AS IT NOW EXISTS (1930); FROM SAID POINT OF BEGINNING, RUNNING THENCE NORTH 31° 21' EAST 119.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 341.82 FEET; THENCE SOUTH 83° 22' EAST 139.20 FEET; THENCE LEAVING THE CENTER OF THE STATE HIGHWAY AND RUNNING NORTH 7° 38' EAST 67.45 FEET; THENCE NORTH 85° 22' WEST 100.00 FEET ALONG THE SOUTHERLY BANK OF PETALUMA CREEK; THENCE CONTINUING ALONG SAID BANK OF SAID CREEK, NORTH 66° 26' WEST, 71.78 FEET; THENCE SOUTH 67° 16' WEST, 243.10 FEET, AND SOUTH 79° 48' WEST 96.00 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF THE LANDS CONVEYED TO THE SHELL OIL COMPANY BY GEORGE P. MCNEAR; THENCE ALONG SAID EASTERLY LINE, SOUTH 303.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE P. MCNEAR AND WIFE, TO THE NORTHWEST PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED MARCH 26, 1915 AND RECORDED MAY 25, 1915 IN BOOK 331 OF DEEDS, PAGE 370.

ALSO EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES WITHIN THE COUNTY ROAD PREVIOUSLY CONVEYED.

APN 019-210-010 (PTN)

PARCEL TWO: North Parcel

BEGINNING AT AN IRON PIPE AT A POINT WHERE THE COUNTY ROAD LEADING FROM SAN RAFAEL TO PETALUMA (NOW ABANDONED), IS INTERSECTED ON THE NORTHERLY SIDE THEREOF, BY THE QUARTER SECTION LINE BETWEEN THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., THENCE NORTH 235.50 FEET ALONG A FENCE TO STAKE TWO (2) ON THE SOUTHERLY BANK OF PETALUMA CREEK; THENCE ALONG THE SAID SOUTHERLY BANK OF SAID CREEK, SOUTH 80° 32' WEST, 85.00 FEET TO STAKE THREE (3); THENCE SOUTH 353.18 FEET TO A FENCE ON THE NORTHERLY BOUNDARY OF SAID COUNTY ROAD, MARKED BY AN IRON PIPE; THENCE NORTH 32° 29' EAST, 156.11 FEET ALONG SAID FENCE ON SAID NORTHERLY BOUNDARY OF SAID TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE P. MCNEAR AND WIFE, TO THE NORTHWEST PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED MARCH 26, 1915 AND RECORDED MAY 25, 1915 IN BOOK 331 OF DEEDS, PAGE 370.

APN 019-210-010 (PTN)

PARCEL THREE: South Parcel

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE STATE HIGHWAY LEADING FROM PETALUMA TO SAN RAFAEL, WHERE THE SAME IS INTERSECTED BY THE EAST LINE OF THE LANDS OF THE CANTEL FRENCH CHEESE FACTORY, A CO-PARTNERSHIP, AS DESCRIBED IN DEED RECORDED SEPTEMBER 11, 1920 IN BOOK 390 OF DEEDS, PAGE 320, SAID EAST LINE

DESCRIPTION

BEING ALSO THE WEST LINE OF THE LANDS FORMERLY OWNED BY MRS. MAY LAURITZEN, AKA LAWRENSEN; THENCE ALONG THE SOUTHERLY SIDE OF SAID HIGHWAY, SOUTH 73° 15' WEST, 1.75 CHAINS (115.50 FEET) TO AN ANGLE THEREIN; THENCE NORTH 89° 30' WEST 2.37 CHAINS (156.42 FEET) TO A STAKE IN A FENCE; THENCE LEAVING SAID HIGHWAY, SOUTH 0° 45' WEST, 8.15 CHAINS (537.90 FEET) TO A STAKE; THENCE SOUTH 89° 15' EAST 6.60 CHAINS (396.00 FEET) TO A STAKE IN THE FENCE ON THE WEST BOUNDARY OF THE LANDS OF SAID LAURITZEN; THENCE ALONG SAID BOUNDARY, NORTH 1° 15' EAST 8.17 CHAINS (539.22 FEET); THENCE NORTH 89° 15' WEST, 1.36 CHAINS (89.76 FEET); NORTH 1° 15' EAST 0.52 CHAINS (34.32 FEET); THENCE NORTH 89° 15' WEST 0.61 CHAINS (40.26 FEET) TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN 0.345 ACRE PARCEL DESCRIBED IN THE DEED FROM ABBIE FITZGERALD, ET AL, TO THE STATE OF CALIFORNIA, DATED APRIL 8, 1940 AND RECORDED JUNE 7, 1940 IN BOOK 497 OF OFFICIAL RECORDS, PAGE 395, SERIAL NO. B-19819.

ALSO EXCEPTING THEREFROM THAT CERTAIN 0.086 ACRE PARCEL DESCRIBED IN THE FINAL DECREE OF CONDEMNATION ENTERED MAY 23, 1944 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SONOMA, CASE NO. 24921, ENTITLED "PEOPLE OF THE STATE OF CALIFORNIA, PLAINTIFF, VERSUS ABBIE FITZGERALD, ET AL, DEFENDANTS", A CERTIFIED COPY OF WHICH DECREE WAS RECORDED MAY 23, 1944 IN BOOK 606 OF OFFICIAL RECORDS, AT PAGE 470, SERIAL NO. B-77017.

APN 019-210-011

PARCEL FOUR: South Parcel

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M.

APN 019-220-012 (PTN)

PARCEL FIVE: South Parcel

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE PROPERTY LINE COMMON TO THE LANDS NOW OR FORMERLY OF JOSEPH F. WALSH, ET AL, AND CHARLES B. WALLS, AND WIFE, DISTANT SOUTH 89° 17' WEST, 90.40 FEET FROM ENGINEER'S STATION "C" 917+65.52 P.O.T. OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR THE RELOCATION OF THE STATE HIGHWAY BETWEEN STONY POINT ROAD AND WALLS ROAD, IV SON-I-C; THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID STATE HIGHWAY AS FOLLOWS: NORTH 49° 08' WEST, 556.99 FEET; THENCE NORTH 32° 44' 54" WEST, 1075.68 FEET TO A CURVE CONCENTRIC WITH AND 100 FEET SOUTHERLY MEASURED RADIALLY FROM THE CENTERLINE OF SAID SURVEY; THENCE TANGENT TO LAST DESCRIBED COURSE, ALONG LAST SAID CONCENTRIC CURVE TO THE LEFT WITH A RADIUS OF 700 FEET THROUGH AN ANGLE OF 70° 38' 24" DISTANCE OF 863.03 FEET; THENCE SOUTH 65° 16' 32" WEST, 478.65 FEET; THENCE SOUTH 32° 34' WEST, 43.86 FEET TO THE SECTION LINE DIVIDING SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., THENCE NORTH 88° 55' EAST, ALONG SAID SECTION LINE, 620 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST

DESCRIPTION

QUARTER OF SAID SECTION 3, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, TO THE SOUTHWESTERLY CORNER OF THEREOF; THENCE NORTH 89° 17' EAST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3, TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO STATE OF CALIFORNIA RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, THE PROPERTY DESCRIBED AS PARCELS ONE AND TWO, CONTAINED IN THE DEED FROM MARK HEIN AND WIFE, TO THE STATE OF CALIFORNIA, DATED AUGUST 17, 1953 AND RECORDED OCTOBER 7, 1953 IN BOOK 1233 OF OFFICIAL RECORDS, AT PAGE 240, SERIAL NO. E-5407.

APN 019-220-012 (PTN)

PARCEL SIX: South Parcel

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND BEING ALSO A PORTION OF THAT PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SERIAL NO. D-84340, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE ABOVE REFERRED PARCEL CONVEYED TO THE STATE OF CALIFORNIA; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89° 20' 22" EAST 357.22 FEET; THENCE NORTH 28° 42' 06" WEST 534.46 FEET; THENCE NORTH 38° 29' 35" WEST 216.17 FEET TO THE GENERAL WESTERLY LINE OF SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 3° 04' 22" EAST, 634.78 FEET TO THE POINT OF COMMENCEMENT.

APN 019-220-027

PARCEL SEVEN: South Parcel

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE COURSE DESCRIBED AS "SOUTH 258.4 FEET" IN THAT CERTAIN DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SERIAL NO. D-84340; THENCE ALONG THE PROPERTY LINE COMMON THE LANDS NOW OR FORMERLY OF STATE OF CALIFORNIA AND OF MARK HEIN AND WIFE, NORTH 1° 22' 38" EAST, 220.43 FEET TO A LINE PARALLEL WITH DISTANT 140.00 FEET WESTERLY, AT RIGHT ANGLES, FROM THE "P" LINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR THE STATE FREEWAY IN SONOMA COUNTY BETWEEN 1 MILE SOUTH OF PETALUMA AND COTATI, ROAD IV-SON-1-F; THENCE ALONG SAID PARALLEL LINE SOUTH 21° 40' 40" EAST 249.93 FEET TO A POINT DISTANT SOUTH 68° 19' 20" WEST 140.00 FEET FROM ENGINEER'S STATION 868+00 ON THE "F" LINE OF SAID SURVEY; THENCE SOUTH 11° 20' 59" WEST 66.22 FEET TO THE ABOVE MENTIONED COMMON PROPERTY LINE; THENCE ALONG SAID COMMON PROPERTY LINE NORTH 47° 45' 22" WEST 114.26 FEET

DESCRIPTION

TO THE POINT OF COMMENCEMENT.

APN 019-220-012 (PTN)

PARCEL EIGHT: North Parcel

BEING A PORTION OF SECTION 34 TOWNSHIP 5 NORTH, RANGE 7 WEST M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT FROM WHICH ENGINEER'S STATION 884+40.05 P.O.C., AS SHOWN ON A MAP ENTITLED "STATE HIGHWAY IN SONOMA COUNTY BETWEEN STONY POINT ROAD AND WALLS" DATED 1940 BEARS SOUTH 25° 32' 26" EAST 60.00 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY RIGHT OF WAY OF SAID STATE HIGHWAY CURVING THE LEFT FROM A TANGENT WHICH BEARS NORTH 64° 27' 34" EAST WITH A RADIUS OF 270 FEET, THROUGH AN ANGLE OF 15° 56' FOR A DISTANCE OF 75.08 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31° 21' EAST, 149.04 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0° 38' EAST, 9.44 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31° 21' EAST, 74.87 FEET TO A CONCRETE MONUMENT; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 325 FEET, THROUGH AN ANGLE OF 65° 17' FOR A DISTANCE OF 370.31 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 83° 22' EAST, 374.83 FEET TO A CONCRETE MONUMENT FROM WHICH ENGINEER'S STATION 893+42.44 P.O.C. BEARS SOUTH 3° 58' 31" WEST, 75.94 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY SOUTH 83° 00' 04" WEST, 155.15 FEET TO A POINT FROM WHICH ENGINEER'S STATION 892+00 P.O.C. BEARS SOUTH 6° 13' 35" EAST, 60.00 FEET; THENCE CURVING TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 83° 46' 25" WEST, WITH A RADIUS OF 860 FEET, THROUGH AN ANGLE OF 20° 03' 55" FOR A DISTANCE OF 391.24 FEET TO A POINT WHICH ENGINEER'S STATION 888+36.06 B.C. BEARS SOUTH 32° 17' 30" EAST, 60.00 FEET; THENCE SOUTH 58° 27' 54" WEST, 388.67 FEET TO THE TRUE POINT OF BEGINNING.

APN 019-210-039

PARCEL NINE: North Parcel

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.M. & M, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 638.80 FEET OF THAT CERTAIN STRIP OF LAND 50 FEET WIDE, DESCRIBED IN DEED DATED MARCH 26, 1915, FROM GEORGE P. McNEAR, ET UX, TO NORTHWEST PACIFIC RAILROAD COMPANY, RECORDED MAY 25, 1915, IN BOOK 331, PAGE 370, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY WITHOUT THE RIGHT FOR ANY PURPOSES WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE.

APN 019-210-038

Exhibit A

ONLY SOUTHERN PARCELS TO BE INCLUDED IN DEED RESTRICTION

Page 1

Order No. 228494

DESCRIPTION

PARCEL ONE: NORTH PARCEL

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD, LEADING FROM PETALUMA TO SAN RAFAEL, WHICH FORMS THE INTERSECTION OF THE QUARTER SECTION LINE BETWEEN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID POINT BEING FURTHER DESCRIBED AS BEING STATION 886+14.85 OF THE STATE HIGHWAY SURVEY AS IT NOW EXISTS (1930); FROM SAID POINT OF BEGINNING, RUNNING THENCE NORTH 31° 21' EAST 119.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 341.82 FEET; THENCE SOUTH 83° 22' EAST 139.20 FEET; THENCE LEAVING THE CENTER OF THE STATE HIGHWAY AND RUNNING NORTH 7° 38' EAST 67.45 FEET; THENCE NORTH 85° 22' WEST 100.00 FEET ALONG THE SOUTHERLY BANK OF PETALUMA CREEK; THENCE CONTINUING ALONG SAID BANK OF SAID CREEK, NORTH 66° 26' WEST, 71.78 FEET; THENCE SOUTH 87° 16' WEST, 243.10 FEET, AND SOUTH 79° 48' WEST 96.00 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF THE LANDS CONVEYED TO THE SHELL OIL COMPANY BY GEORGE P. McNEAR; THENCE ALONG SAID EASTERLY LINE, SOUTH 303.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE P. McNEAR AND WIFE, TO THE NORTHWEST PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED MARCH 26, 1915 AND RECORDED MAY 25, 1915 IN BOOK 331 OF DEEDS, PAGE 370.

ALSO EXCEPTING THEREFROM ALL THAT PORTION WHICH LIES WITHIN THE COUNTY ROAD PREVIOUSLY CONVEYED.

APN 019-210-010 (PTN)

PARCEL TWO: NORTH PARCEL

BEGINNING AT AN IRON PIPE AT A POINT WHERE THE COUNTY ROAD LEADING FROM SAN RAFAEL TO PETALUMA (NOW ABANDONED), IS INTERSECTED ON THE NORTHERLY SIDE THEREOF, BY THE QUARTER SECTION LINE BETWEEN THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., THENCE NORTH 235.50 FEET ALONG A FENCE TO STAKE TWO (2) ON THE SOUTHERLY BANK OF PETALUMA CREEK; THENCE ALONG THE SAID SOUTHERLY BANK OF SAID CREEK, SOUTH 80° 32' WEST, 85.00 FEET TO STAKE THREE (3); THENCE SOUTH 353.18 FEET TO A FENCE ON THE NORTHERLY BOUNDARY OF SAID COUNTY ROAD, MARKED BY AN IRON PIPE; THENCE NORTH 32° 29' EAST, 156.11 FEET ALONG SAID FENCE ON SAID NORTHERLY BOUNDARY OF SAID TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED BY GEORGE P. McNEAR AND WIFE, TO THE NORTHWEST PACIFIC RAILROAD COMPANY, A CORPORATION, BY DEED DATED MARCH 26, 1915 AND RECORDED MAY 25, 1915 IN BOOK 331 OF DEEDS, PAGE 370.

APN 019-210-010 (PTN)

PARCEL THREE: SOUTH PARCEL

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF THE STATE HIGHWAY LEADING FROM PETALUMA TO SAN RAFAEL, WHERE THE SAME IS INTERSECTED BY THE EAST LINE OF THE LANDS OF THE CANTEL FRENCH CHEESE FACTORY, A CO-PARTNERSHIP, AS DESCRIBED IN DEED RECORDED SEPTEMBER 11, 1920 IN BOOK 390 OF DEEDS, PAGE 320, SAID EAST LINE

DESCRIPTION

BEING ALSO THE WEST LINE OF THE LANDS FORMERLY OWNED BY MRS. MAY LAURITZEN, AKA LAWRENSON; THENCE ALONG THE SOUTHERLY SIDE OF SAID HIGHWAY, SOUTH 73° 15' WEST, 1.75 CHAINS (115.50 FEET) TO AN ANGLE THEREIN; THENCE NORTH 89° 30' WEST 2.37 CHAINS (156.42 FEET) TO A STAKE IN A FENCE; THENCE LEAVING SAID HIGHWAY, SOUTH 0° 45' WEST, 8.15 CHAINS (537.90 FEET) TO A STAKE; THENCE SOUTH 89° 15' EAST 6.00 CHAINS (396.00 FEET) TO A STAKE IN THE FENCE ON THE WEST BOUNDARY OF THE LANDS OF SAID LAURITZEN; THENCE ALONG SAID BOUNDARY, NORTH 1° 15' EAST 8.17 CHAINS (539.22 FEET); THENCE NORTH 89° 15' WEST, 1.36 CHAINS (89.76 FEET); NORTH 1° 15' EAST 0.52 CHAINS (34.32 FEET); THENCE NORTH 89° 15' WEST 0.61 CHAINS (40.26 FEET) TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN 0.345 ACRE PARCEL DESCRIBED IN THE DEED FROM ABBIE FITZGERALD, ET AL, TO THE STATE OF CALIFORNIA, DATED APRIL 8, 1940 AND RECORDED JUNE 7, 1940 IN BOOK 497 OF OFFICIAL RECORDS, PAGE 395, SERIAL NO. B-19819.

ALSO EXCEPTING THEREFROM THAT CERTAIN 0.086 ACRE PARCEL DESCRIBED IN THE FINAL DECREE OF CONDEMNATION ENTERED MAY 23, 1944 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SONOMA, CASE NO. 24921, ENTITLED "PEOPLE OF THE STATE OF CALIFORNIA, PLAINTIFF, VERSUS ABBIE FITZGERALD, ET AL, DEFENDANTS", A CERTIFIED COPY OF WHICH DECREE WAS RECORDED MAY 23, 1944 IN BOOK 606 OF OFFICIAL RECORDS, AT PAGE 470, SERIAL NO. B-77017.

APN 019-210-011

PARCEL FOUR: SOUTH PARCEL

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M.

APN 019-220-012 (PTN)

PARCEL FIVE: SOUTH PARCEL

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE PROPERTY LINE COMMON TO THE LANDS NOW OR FORMERLY OF JOSEPH F. WALSH, ET AL, AND CHARLES B. WALLS, AND WIFE, DISTANT SOUTH 89° 17' WEST, 90.40 FEET FROM ENGINEER'S STATION "C" 917+65.52 P.O.T. OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR THE RELOCATION OF THE STATE HIGHWAY BETWEEN STONY POINT ROAD AND WALLS ROAD, IV SON-I-C; THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID STATE HIGHWAY AS FOLLOWS: NORTH 49° 08' WEST, 556.99 FEET; THENCE NORTH 32° 44' 54" WEST, 1075.68 FEET TO A CURVE CONCENTRIC WITH AND 100 FEET SOUTHERLY MEASURED RADIALLY FROM THE CENTERLINE OF SAID SURVEY; THENCE TANGENT TO LAST DESCRIBED COURSE, ALONG LAST SAID CONCENTRIC CURVE TO THE LEFT WITH A RADIUS OF 700 FEET THROUGH AN ANGLE OF 70° 38' 24" DISTANCE OF 863.03 FEET; THENCE SOUTH 65° 16' 32" WEST, 478.65 FEET; THENCE SOUTH 32° 34' WEST, 43.86 FEET TO THE SECTION LINE DIVIDING SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., THENCE NORTH 88° 55' EAST, ALONG SAID SECTION LINE, 620 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST

DESCRIPTION

QUARTER OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, TO THE SOUTHWESTERLY CORNER OF THEREOF; THENCE NORTH 89° 17' EAST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 3, TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO STATE OF CALIFORNIA RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, THE PROPERTY DESCRIBED AS PARCELS ONE AND TWO, CONTAINED IN THE DEED FROM MARK HEIN AND WIFE, TO THE STATE OF CALIFORNIA, DATED AUGUST 17, 1953 AND RECORDED OCTOBER 7, 1953 IN BOOK 1233 OF OFFICIAL RECORDS, AT PAGE 240, SERIAL NO. E-5407.

APN 019-220-012 (PTN)

PARCEL SIX: SOUTH PARCEL

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND BEING ALSO A PORTION OF THAT PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SERIAL NO. D-84340, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE ABOVE REFERRED PARCEL CONVEYED TO THE STATE OF CALIFORNIA; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89° 20' 22" EAST 357.22 FEET; THENCE NORTH 28° 42' 06" WEST 534.46 FEET; THENCE NORTH 38° 29' 35" WEST 216.17 FEET TO THE GENERAL WESTERLY LINE OF SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 3° 04' 22" EAST, 634.78 FEET TO THE POINT OF COMMENCEMENT.

APN 019-220-027

PARCEL SEVEN: SOUTH PARCEL

BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 7 WEST, M.D.B. & M., AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.B. & M., SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE COURSE DESCRIBED AS "SOUTH 258.4 FEET" IN THAT CERTAIN DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 29, 1952 IN BOOK 1177 OF OFFICIAL RECORDS, AT PAGE 613, SERIAL NO. D-84340; THENCE ALONG THE PROPERTY LINE COMMON THE LANDS NOW OR FORMERLY OF STATE OF CALIFORNIA AND OF MARK HEIN AND WIFE, NORTH 1° 22' 38" EAST, 220.43 FEET TO A LINE PARALLEL WITH DISTANT 140.00 FEET WESTERLY, AT RIGHT ANGLES, FROM THE "P" LINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FOR THE STATE FREEWAY IN SONOMA COUNTY BETWEEN 1 MILE SOUTH OF PETALUMA AND COTATI, ROAD IV-SON-1-F; THENCE ALONG SAID PARALLEL LINE SOUTH 21° 40' 40" EAST 249.93 FEET TO A POINT DISTANT SOUTH 68° 19' 20" WEST 140.00 FEET FROM ENGINEER'S STATION 868+00 ON THE "F" LINE OF SAID SURVEY; THENCE SOUTH 11° 20' 59" WEST 66.22 FEET TO THE ABOVE MENTIONED COMMON PROPERTY LINE; THENCE ALONG SAID COMMON PROPERTY LINE NORTH 47° 45' 22" WEST 114.26 FEET

DESCRIPTION

TO THE POINT OF COMMENCEMENT.

APN 019-220-012 (PTN)

PARCEL EIGHT: NORTH PARCEL

BEING A PORTION OF SECTION 34 TOWNSHIP 5 NORTH, RANGE 7 WEST M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT FROM WHICH ENGINEER'S STATION 884+40.05 P.O.C., AS SHOWN ON A MAP ENTITLED "STATE HIGHWAY IN SONOMA COUNTY BETWEEN STONY POINT ROAD AND WALLS" DATED 1940 BEARS SOUTH 25° 32' 26" EAST 60.00 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY RIGHT OF WAY OF SAID STATE HIGHWAY CURVING THE LEFT FROM A TANGENT WHICH BEARS NORTH 64° 27' 34" EAST WITH A RADIUS OF 270 FEET, THROUGH AN ANGLE OF 15° 56' FOR A DISTANCE OF 75.08 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31° 21' EAST, 149.04 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0° 38' EAST, 9.44 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31° 21' EAST, 74.87 FEET TO A CONCRETE MONUMENT; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 325 FEET, THROUGH AN ANGLE OF 65° 17' FOR A DISTANCE OF 370.31 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 83° 22' EAST, 374.83 FEET TO A CONCRETE MONUMENT FROM WHICH ENGINEER'S STATION 893+42.44 P.O.C. BEARS SOUTH 3° 58' 31" WEST, 75.94 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY SOUTH 83° 00' 04" WEST, 155.15 FEET TO A POINT FROM WHICH ENGINEER'S STATION 892+00 P.O.C. BEARS SOUTH 6° 13' 35" EAST, 60.00 FEET; THENCE CURVING TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 83° 46' 25" WEST, WITH A RADIUS OF 860 FEET, THROUGH AN ANGLE OF 20° 03' 55" FOR A DISTANCE OF 391.24 FEET TO A POINT WHICH ENGINEER'S STATION 888+36.06 B.C. BEARS SOUTH 32° 17' 30" EAST, 60.00 FEET; THENCE SOUTH 58° 27' 54" WEST, 388.67 FEET TO THE TRUE POINT OF BEGINNING.

APN 019-210-039

PARCEL NINE: NORTH PARCEL

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 7 WEST, M.D.M. & M, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WESTERLY 636.80 FEET OF THAT CERTAIN STRIP OF LAND 50 FEET WIDE, DESCRIBED IN DEED DATED MARCH 26, 1915, FROM GEORGE P. McNEAR, ET UX, TO NORTHWEST PACIFIC RAILROAD COMPANY, RECORDED MAY 25, 1915, IN BOOK 331, PAGE 370, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY WITHOUT THE RIGHT FOR ANY PURPOSES WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE.

APN 019-210-038