

RECORDING REQUESTED BY:

COPY

AND WHEN RECORDED, MAIL TO:

Nevada County Recorder
Gregory J. Diaz
Document#: 20150026775
Thursday November 19 2015, at 11:43:48 AM
Rec Fee:\$89.00 CCF:\$1.00
Paid: \$90.00 CP

PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement ("Agreement") is entered into as of the 1st day of June 2015, by and amongst the undersigned parcel owners ("Participating Owners).

RECITALS:

- A. WHEREAS, the undersigned Participating Owners are the owners of certain parcels of land and roadway easements situated the Town of Penn Valley, County of Nevada, State of California, as more specifically identified below and described in Exhibit "A" hereto (the "Development");
 - B. The Development contains shared private roadways known as Oak Springs Road and Bell Road (aka Bell Lane) (the "Roadways"), as more particularly shown on Exhibit B hereto;
- WHEREAS the undersigned Participating Owners desire to enter into this Agreement to create an entity and mechanics for the maintenance of the Roadways, to ensure that the cost maintenance is equitably divided, and to bind their successors to said Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree and establish that there is hereby imposed on the Participating Owners' properties, the following covenants, conditions and restrictions relating to maintenance of the Roadways, subject to which all parcels or portions of said property shall be held, used, leased, sold and conveyed, all of which are for the benefit of said properties and of each and every owner thereof and shall inure to the benefit of said property and whether said maintenance agreement be set forth in subsequent conveyances or not, and this Agreement shall be deemed and treated as covenants running with the land and shall bind the heirs, successors, assignees, and legal representatives of the parties

ENCL # 2

hereto. This Agreement shall be binding on any future owner of a parcel within the Development, whether by purchase of an existing parcel or by subdivision. The term "Participating Owner" shall include any future owner of a parcel who submits to the terms of this Agreement.

1. Road Commission Agent. A Road Commission Agent ("RCA") shall be elected from amongst the Participating Owners by a two-thirds (2/3) majority of the Participating Owners who cast a vote in said election. If no person garners a two-thirds majority, the top two candidates will stand in a runoff election, and the person getting the most votes in the runoff shall be elected RCA. The RCA will serve a one-year term and shall be subject to removal by a simple majority vote of the Participating Owners. Upon such removal or the resignation of the RCA, another vote shall be held as set forth above. The Road Commission Agent shall be responsible for monitoring the condition of the road surface, initiating maintenance activities as needed to maintain road surface standards, and managing any approved maintenance or repairs. The RCA shall not be entitled to any compensation for his/her services, and shall not be liable to any Participating Owner or other person in performing their duties as RCA, except for intentional conduct or gross negligence. If no person agrees to serve as RCA, the Participating Owners may instead hire someone to serve as RCA, with the expense divided as part of maintenance costs.
2. Road Maintenance. Road maintenance and repair will be undertaken and made whenever necessary to maintain the Roadways in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by emergency vehicles. Before authorizing expenditures for future road maintenance or repairs, the RCA shall notify the Participating Owners of the proposed work and provide cost estimates. A two-thirds (2/3) majority of the Participating Owners voting on the proposed work will be required to approve any proposed work and related contracts. If any Participating Owner performs improvements, maintenance, repairs, or replacements to the Roadways without prior approval of the Participating Owners as set forth in this paragraph, the Participating Owner performing such work shall be solely responsible for the costs incurred.
3. Cost Sharing. Road maintenance and emergency funding costs shall be shared equally amongst the Participating Owners. Each Participating Owner shall pay an equal share of the total costs, regardless of whether a Participating Owner owns multiple parcels in the Development, as long as those multiple parcels have only one residence on them, occupied or not. However, if a Participating Owner owns multiple parcels containing more than one residence or home, occupied or not, that Participating Owner shall be responsible for a number of shares equal to the number of residences/homes. The Participating Owners shall be responsible for the total maintenance costs expended.
4. Prepayment/Collection. Prepayment of maintenance and emergency fund costs will be made to the RCA by each Participating Owner. Annually, on or before a date set by the RCA, each Participating Owner will contribute their share of the estimated annual cost for road maintenance and emergency repair funding. The RCA shall send each Participating Owner a notice of the annual payment due not less than two weeks prior to the due date and each Participating Owner shall pay the invoice within two weeks of receipt of the notice. If a Participating Owner fails to make payment, or fails to do so timely, the RCA shall take all reasonable efforts to collect, including but not limited to bringing an action against a non-paying Participating Owner in Nevada County Superior Court. Prior to filing suit, the RCA shall obtain a two-thirds majority vote of Participating Owners voting. The non-paying Participating Owner shall be solely responsible for reimbursing any collection costs, litigation costs and attorneys' fees incurred in the collection.

5. Cost Recovery from Non-Participating Owners. To the extent that there are owners of parcels in the Development and/or owners/users of the Roadways that are not Participating Owners ("Non-Participating Owners"), the RCA shall attempt to collect from these Non-Participating Owners their proportionate share of the total costs of maintaining the Roadways, as permitted in California Civil Code Section 845, etc. The RCA shall make reasonable attempt to collect from Non-Participating Owners, including but not limited to bringing an action against a non-paying Non-Participating Owner in Nevada County Superior Court. Prior to filing suit, the RCA shall obtain a two-thirds majority vote of Participating Owners voting. Any litigation costs in these collection efforts shall be considered maintenance costs to be split amongst the Participating Owners as set forth above. Any funds collected from Non-Participating Owners shall be used to defray the cost of future maintenance, or the RCA may distribute the collected funds equally amongst the Participating Owners as a refund, in the same manner as cost shares are assigned.
6. Future Parcels. Any additional parcels gaining access to the Roadways by way of subdividing an existing parcel shall be bound by all terms and conditions of this Agreement, and will be required to pay that portion of the maintenance, improvement and emergency repair costs incurred after the split as determined using the formula contained in Section 3 above.
7. Bank Account, Budget and Annual Report. The RCA shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance and emergency repair costs. All checks or payments issued from the account shall require the approval/signature of the RCA and one Participating Owner as designated by a majority of Participating Owners voting. The RCA shall also prepare and distribute to the Participating Owners, not later than Dec. 31 of each year, an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. Not later than February 1 of each year, the RCA shall prepare a budget of the anticipated road maintenance and emergency repair contingency funding for the next year. The Participating Owners shall consider, amend as desired and approve the final budget as set forth in Paragraph 2, not later than March 1 of each year.
8. Emergency Repairs. The RCA shall maintain funds necessary for emergency Roadway repairs, in an amount determined by the RCA and approved by two-thirds of voting Participating Owners. If the RCA reasonably determines that an emergency repair to the Roadways is necessary, the RCA is authorized to make or arrange for the emergency repair provided the costs of the emergency repair do not exceed the amount of the then available emergency repair funds. The RCA will thereafter promptly notify the Participating Owners of the emergency repair and the amount due from the Participating Owners to replenish the emergency repair contingency fund.
9. Voting. For any election or approval requiring a vote by the Participating Owners, the RCA may hold a meeting, or have all Participating Owners cast their vote via writing/email. Any Participating Owner may give another Participating Owner their proxy, if they give advance written notice to the RCA of that proxy.
10. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadways remain private.
11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, respective heirs, executors, administrators and assigns, including any future owner of a parcel within the Development, whether by purchase of an existing parcel, by subdivision, or any other means.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

12. Amendment. This Agreement may be amended only by a two-thirds majority of all Participating Owners.
13. Enforcement. This Agreement may be enforced by the RCA or a majority of Participating Owners.. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorneys' fees and costs, if the party prevails.
14. Disputes. If a dispute arises over any aspect of the maintenance or repair, the parties shall attempt to resolve that dispute informally. If they are unable to do so, an action may be brought in Nevada County Superior Court.
15. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the RCA in writing by the Participating Owner. If an address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.
16. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
17. Other Agreements. This Private Road Maintenance Agreement supersedes and replaces all previous private road maintenance agreements regarding the described Roadways.
18. Recording This Document. Each Participating Owner shall be given a fully executed copy of this Agreement. Upon execution of this Agreement, or any Amendment thereto, this Agreement shall be recorded and provided to the Nevada County Clerk-Recorder by the RCA, to be recorded with respect to each affected parcel.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: **[NOTE: All Owners of Property must sign and all signatures must be notarized]**

Phillip G. Conlon, Jr.

[Phillip G. Conlon, Jr.

10520 Oak Springs Rd, Penn Valley, CA 95946 --- APN 51-410-08]

NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

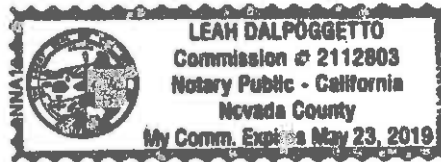
State of California
County of Nevada

On August 28, 2015 before me, Leah Dalpogetto Notary Public, personally appeared Philip G. Conlon Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Leah Dalpogetto
Notary Signature



Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]

Wallace K. DeHart, Jr

[Wallace K. DeHart, Jr

10631 Oak Springs Road, Penn Valley, CA 95946 --- APN 51-410-24 and 51-410-25]

Karen F. DeHart

Karen F. DeHart

NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

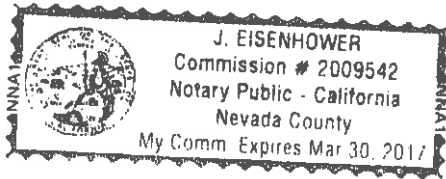
State of California
County of Nevada

On 5-14-15 before me, J. Eisenhower Notary Public,
personally appeared Wallace K. DeHart, Jr + Karen F. DeHart who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

J. Eisenhower
Notary Signature

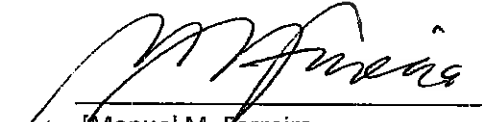


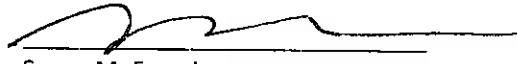
Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]


[Manuel M. Ferreira
10517 Oak Springs Rd, Penn Valley, CA 95946 --- APN 51-410-11]


Susan M. Ferreira

NOTARY

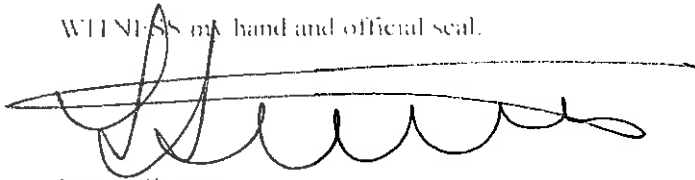
A notary public or other officer completing this certificate certifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Nevada

On 4-21-2015 before me, Lauren Stowe Notary Public,
personally appeared Manuel M Ferreira and Susan M Ferreira who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument

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

WITNESS my hand and official seal.



Notary Signature

Seal



Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]

[Thomas Gillett
10727 Bell Rd, Penn Valley, CA 95946 --- APN 51-410-07]

NOTARY

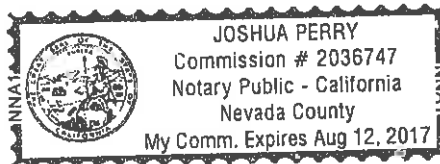
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Nevada

On 2 September 2015 before me, Joshua Perry, Notary Public, personally appeared Thomas Gillett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Signature

Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]

William S. Grigg

[William S. Grigg
10698 Bell Rd, Penn Valley, CA 95946 --- APN 51-300-46]

NOTARY

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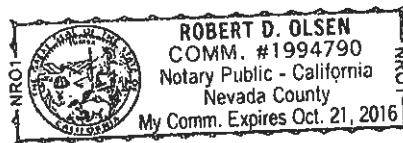
State of California
County of NEVADA

On April 23, 2015 before me, ROBERT D. OLSEN, Notary Public, personally appeared WILLIAM S. GRIGG, who proved to me on the basis of satisfactory evidence to be the person whose name(x) is subscribed to the within instrument and acknowledged to me that he ~~she~~ executed the same in his ~~her~~ authorized capacity(~~ies~~), and that by his ~~her~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Robert D. Olsen
Notary Signature



Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]

Terry R. Horlick
[Terry R. Horlick
10464 Oak Springs Rd, Penn Valley, CA 95946 --- APN 51-410-09]

Terrie Horlick
Terrie Horlick

NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of NEVADA

On 4/29/2015 before me, CHRISTINA L. BENTON, Notary Public, personally appeared TERRY R. HORLICK, TERRIE HORLICK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary Signature




Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]



[Charles M. Ingebretsen
10460 Oak Springs Rd, Penn Valley, CA 95946 APN 51 410 10]

NOTARY

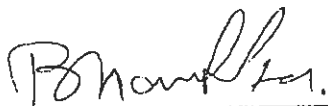
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

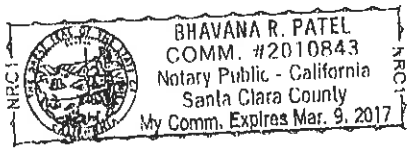
On June 4th 2015 before me, BHAVANA R. PATEL (NOTARY PUBLIC) Notary Public, personally appeared CHARLES M. INGEBRETSEN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Signature

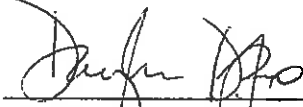


Seal

Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS:



[Douglas D. Jaso
10639 Bell Rd, Penn Valley, CA 95946 --- APN 51-410-06]

NOTARY

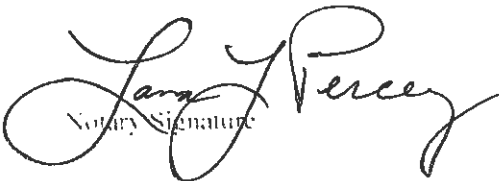
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

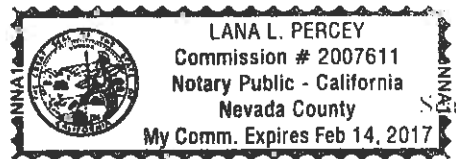
State of California
County of *Nevada*

On *May 08, 2015* before me, *Lana L. Percey*, Notary Public, personally appeared *Douglas D. Jaso*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Signature



Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All signatures must be notarized]

Denise M. Lawless

Denise M. Lawless

10645 Oak Springs Rd, Penn Valley, CA 95946 --- APN 51-410-04]

NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

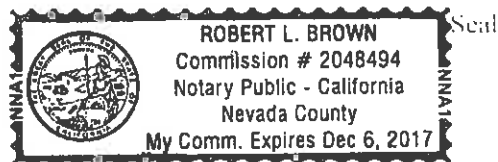
State of California
County of *Nevada*

On *9/2/2015* before me, *ROBERT L. BROWN*, Notary Public, personally appeared *Denise M Lawless*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Signature



Road Maintenance Agreement (Oak Springs Road and Bell Road)

The parties hereto have executed this Agreement effective as of the date written above.

PARTICIPATING OWNERS: [NOTE: All Owners of Property must sign and all signatures must be notarized]

Gladys L. Martinez
[Gladys L. Martinez]

5/14/15

18699 Indian Springs Rd, Penn Valley, CA 95946 --- APN 51-410-12]

NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of NEVADA

On 05/14/15, before me, CHRISTINA L. BENTON, Notary Public, personally appeared GLADYS L. MARTINEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Christina L. Benton
Notary Signature



Seal

Oak Springs Road & Bell Road Neighborhood

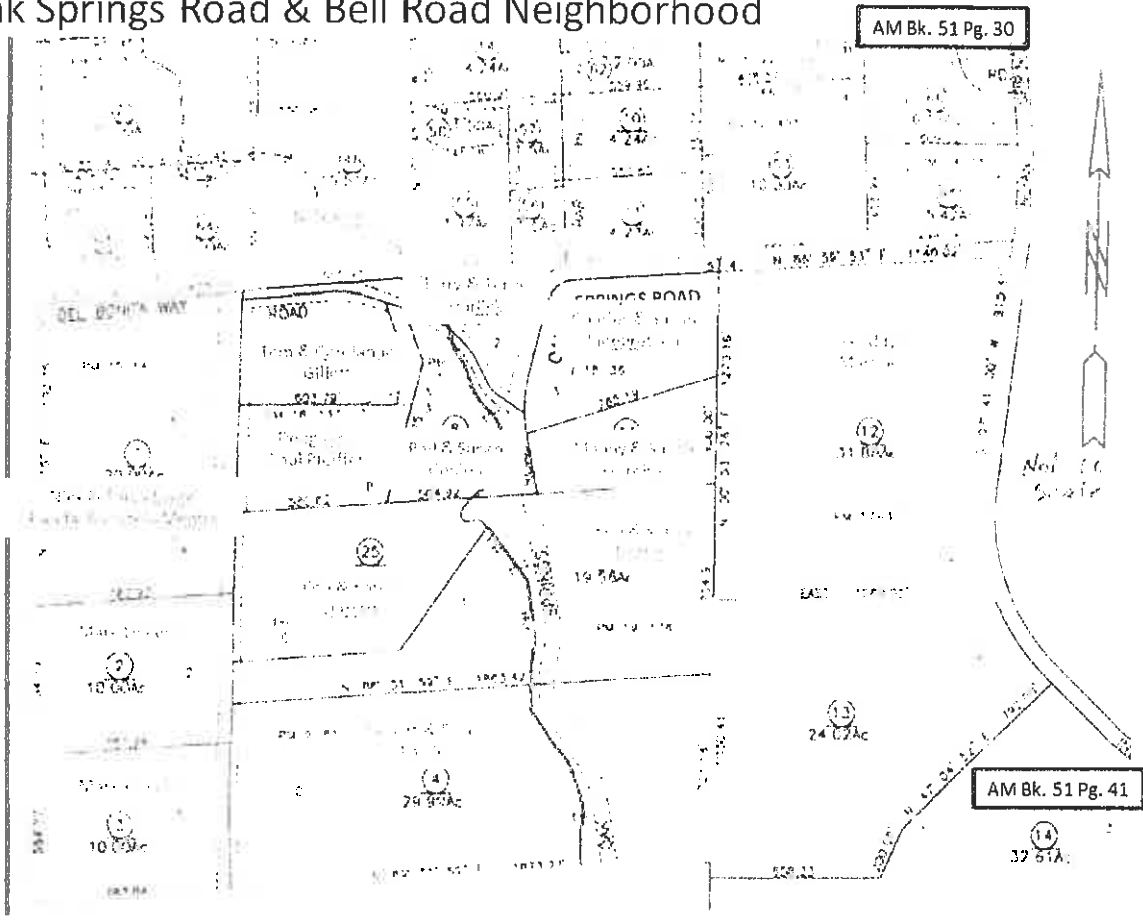


EXHIBIT "A"

Legal Property Descriptions

APN: APN 51-410-08 (10520 Oak Springs Rd, Penn Valley, CA 95946)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL J AS PER PARCEL MAP 90-67 FILED MAY 5, 1992 IN THE OFFICE OF THE NEVADA COUNTY RECORDER IN BOOK 18 OF PARCEL MAPS AT PAGE 137 AND AMENDED OCTOBER 18, 2001 BOOK 19 OF PARCEL MAPS PAGE 71

APN: 51-410-08

TOGETHER WITH EASEMENTS FOR INGRESS, EGRESS AND UTILITY PURPOSES AS SHOWN ON THE MAP FILED JULY 12, 1990, BOOK 18 OF PARCEL MAPS, PAGE 137.

ALSO TOGETHER WITH AN EASEMENT 60 FEET IN WIDTH FOR INGRESS AND EGRESS AND UTILITIES, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS THE NORTH LINE OF LOT 4 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 7 EAST, M.D.M., LYING WESTERLY AND NORTHWESTERLY OF THE CENTERLINE OF INDIAN SPRINGS ROAD.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ON, OVER AND ACROSS THE EAST 90.00 FEET OF THE NORTH 675.00 FEET OF PARCEL A OF THE HEREIN DESCRIBED PARCEL MAP, AND THE FRONT 50.00 FEET OF THE NORTH 143.55 FEET OF THE SOUTH 1551.16 FEET OF SAID PARCEL A.

APN: 51-410-24 and 51-410-25 (10631 Oak Springs Road, Penn Valley, CA 95946)

PARCEL ONE:

PARCEL "1 and 2", AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NEVADA, STATE OF CALIFORNIA ON DECEMBER 19, 2005, IN BOOK 19 OF MAPS PAGE 178.

PARCEL TWO:

AN EASEMENT 60 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS THE NORTH LINE OF LOT 4 OF THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 15 NORTH, RANGE 7 EAST, M.D.B.&M., LYING WESTERLY AND NORTHWESTERLY OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AS INDIAN SPRINGS ROAD (AS THE SAME EXISTED ON MAY 10, 1945), AND DESCRIBED IN THAT CERTAIN DEED RECORDED JULY 9, 1945, BOOK 96 OF OFFICIAL RECORDS, PAGE 159.

PARCEL THREE:

AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER, UNDER AND ACROSS PARCELS A, B AND D AS SHOWN ON THE PARCEL MAP FOR RICHARD GREEN, BEING A PORTION OF LOTS 1, 2 AND 10 OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 7 EAST, M.D.B.&M., FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NEVADA ON APRIL 11, 1975, IN BOOK 9 OF PARCEL MAPS, PAGE 81, DESCRIBED AS FOLLOWS:

EASEMENT 1:

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL B AS DESCRIBED ABOVE FROM WHICH POINT THE NORTHWEST CORNER OF SAID PARCEL BEARS SOUTH 85° 51' 51" WEST 140.00 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 85° 51' 51" WEST 140.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B; THENCE ALONG THE WEST LINE OF SAID PARCEL SOUTH 01° 40' 15" WEST 320.00 FEET; THENCE LEAVING SAID WEST LINE AND IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

EASEMENT 2:

THE EAST 90.00 FEET OF THE NORTH 675 FEET OF THE ABOVE DESCRIBED PARCEL A.

EASEMENT 3:

THE EAST 50.00 FEET OF THE SOUTH 1551.16 FEET OF THE ABOVE DESCRIBED PARCEL A.

EASEMENT 4:

THE SOUTH 143.55 FEET OF THE WEST 30.00 FEET OF PARCEL B AS DESCRIBED ABOVE.

EASEMENT 5:

THE WEST 30.00 FEET OF THE ABOVE DESCRIBED PARCEL D.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

APN: 51-410-11 (10517 Oak Springs Rd, Penn Valley, CA 95946)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, AN UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 4, AS SHOWN ON THE PARCEL MAP AS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NEVADA ON JULY 12, 1990, IN BOOK 18 OF PARCEL MAPS, AT PAGE 36.

APN: 51-410-11

TOGETHER WITH AN EASEMENT 60 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES, THE NORTHERLY LINE OF WHICH IS DESCRIBED AS THE NORTH LINE OF LOT 4 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 7 EAST, M.D.M., LYING WESTERLY AND NORTHWESTERLY OF THE CENTERLINE OF INDIAN SPRINGS ROAD.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, ON, OVER AND ACROSS THE EAST 90.00 FEET OF THE NORTH 675.00 FEET OF PARCEL A OF THE HEREIN DESCRIBED PARCEL MAP AND THE FRONT 50.00 FEET OF THE NORTH 143.55 FEET OF THE SOUTH 1551.16 FEET OF SAID PARCEL A.

ALSO TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITIES OVER PORTIONS DESIGNATED AND DELINEATED ON THE PARCEL MAP HEREIN REFERRED TO.

ALSO TOGETHER WITH AN EASEMENT FOR A WATER PIPELINE OVER THE SOUTHERLY 20 FEET OF PARCEL 11 OF SAID PARCEL MAP FILED IN BOOK 18, PAGE 36 OF PARCEL MAPS LYING BETWEEN THE CENTERLINE OF THE NID PET HILL CANAL PER BOOK 732 OFICIAL RECORDS, PAGE 17, AND THE EASTERLY LINE OF SAID PARCEL 11 AND OVER THE WESTERLY 20 FEET OF PARCEL 4 OF SAID PARCEL MAP AND OVER THE WESTERLY 20 FEET OF THE SOUTHERLY 20 FEET OF PARCEL 3 OF SAID PARCEL MAP.

APN: 51-410-07 (10727 Bell Rd, Penn Valley, CA 95946)

Parcel No. 1:

Parcel 2, as per Map filed July 12, 1990 in Book 18, Page 137 of Parcel Maps and amended by Map filed October 18, 2001, in Book 19, Page 71, of Parcel Maps.

Parcel No. 2:

Easements for ingress, egress and utility purposes as shown on the Map filed July 12, 1990, Book 18 of Parcel Maps Page 137.

Parcel No. 3:

An easement 60 feet in width for ingress, egress, and utilities, the Northerly line of which is described as the North line of Lot 4 of the Northwest Quarter of Section 4, Township 15 North, Range 7 East, M.D.M., lying Westerly and Northwesterly of the centerline of Indian Springs Road.

Parcel No. 4:

A non-exclusive easement for ingress and egress, on, over and across the East 90.00 feet of the North 675.00 feet of Parcel A of the herein described Parcel Map, and the front 50.00 feet of the North 143.55 feet of the South 1551.16 feet of said Parcel A.

Parcel No. 5:

An easement 40 feet in width for ingress and egress on, over and across the northerly portion of Parcel 3 as per map filed May 5, 1992 in Book 18, Page 137 of Parcel Maps to the Pet Hill Canal for NID purposes as reserved in the Grant Deed recorded May 31, 2000, as Instrument No. 2000-15431, Official Records of Nevada County.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

APN: 51-300-46 (10698 Bell Rd, Penn Valley, CA 95946)

Parcel B, as shown upon the parcel map for Norman Carter, being a portion of the Southwest Quarter of Section 32, Township 15 North, Range 7 East, M.D.R.M., filed in the office of the County Recorder of the County of Nevada on May 6, 1974, in Book 9 of Parcel Maps, at Page 10c.

Excepting therefrom mineral rights 150 feet below the surface as described in a Deed dated March 1, 1952, in Book 171, Page 222, Official Records of the County of Nevada, State of California, from Robert C. Nile, et ux, to Gilbert Ward, et al.

Together with an easement 60 feet in width for ingress, egress and utility purposes as shown on the hereinabove described parcel map.

Also together with an exclusive pipeline easement as it now exists, traversing a portion of Parcel D of the hereinabove described parcel map.

APN: 51-410-09 (10464 Oak Springs Rd, Penn Valley, CA 95946)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON PARCEL MAP NO. 80-12 FOR THERON EATON, AS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NEVADA ON JULY 12, 1990, IN BOOK 18 OF PARCEL MAPS AT PAGE 35

APN: 51-410-09

TOGETHER WITH THOSE CERTAIN EASEMENTS FOR INGRESS, EGRESS, ROAD AND UTILITY PURPOSES AS SET FORTH AND SHOWN AS PARCELS B, C, D, & E ON THE GRANT DEED TO MICHAEL DOWLING, RECORDED NOVEMBER 14, 1994, SERIES NO. 94-37287, OFFICIAL RECORDS

APN: 51-410-10 (10460 Oak Springs Rd, Penn Valley, CA 95946)

The land referred to herein is situate in the unincorporated area, County of Nevada, State of California, described as follows:

Parcel 3, as shown on Parcel Map No. 90-12 for Theron Eaton filed in the office of the Nevada County Recorder on July 12, 1990, in Book 18 of Parcel Maps, at page 36.

APN: 51-310-38

TOGETHER WITH an easement 60 feet in width for ingress, egress, and utilities, the Northerly line of which is described as the North line of Lot 4 of the Northwest quarter of Section 4, Township 15 North, Range 7 East, M.D.M., lying Westerly and Northwesterly of the centerline of Indian Springs Road.

ALSO TOGETHER WITH an easement for road and utilities over portions designated and delineated on the Parcel Map herein referred to.

ALSO TOGETHER WITH an easement for a water pipeline over the Southerly 20 feet of parcel 1 of said Parcel Map filed in Book 18, page 36, of Parcel Maps lying between the centerline of N.I.D. Pet Hill Canal per Book 732, Official Records, page 17 and the Easterly line of said Parcel 1; and over the Westerly 20 feet of Parcel 4 of said Parcel Map; and over the Westerly 20 feet of the Southerly 20 feet of Parcel 3 of said Parcel Map.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

APN: 51-410-06 (10639 Bell Rd, Penn Valley, CA 95946)

That certain property situated in the State of California, County of Nevada, Unincorporated Area, described as follows:

PARCEL NO. 1:

Parcel 1, as per map filed May 5, 1992 in Book 18, Page 137 of Parcel Maps.

PARCEL NO. 2:

Easements for ingress, egress and utility purposes as shown on the map filed July 12, 1990 in Book 18 of Parcel Maps Page 36.

PARCEL NO. 3:

An easement 60 feet in width for ingress, egress, and utilities, the Northerly line of which is described as the North line of Lot 4 of the Northwest Quarter of Section 4, Township 15 North, Range 7 East, M.D.M., lying Westerly and Northwesterly of the centerline of Indian Springs Road.

PARCEL NO. 4:

A non-exclusive easement for ingress and egress, on, over and across the East 90.00 feet of the North 675.00 feet of Parcel A of the herein described Parcel Map, and the front 30.00 feet of the North 143.55 feet of the South 1551.16 feet of said Parcel A.

PARCEL NO. 5:

An easement 40 feet in width for ingress and egress on, over and across a Northerly portion of Parcel 3 to the Pet Hill Canal for NID purposes, as shown and designated on the heretofore referred Parcel Map.

APN: 51-410-04 (10645 Oak Springs Rd, Penn Valley, CA 95946)

Parcel D as per map filed in the Office of the Nevada County Recorder on April 11, 1975, in Book 9 of Parcel Maps, at Page 81.

TOGETHER WITH an easement 60 feet in width for ingress, egress and utilities, the Northerly line of which is described as the North line of Lot 4 of the Northwest quarter of Section 4, Township 15 North, Range 7 East, M.D.B.&M., lying Westerly and Northwesterly of the centerline of the County Road known as Indian Springs Road (as the same existed on May 10, 1945,) and described in that certain deed recorded July 9, 1945, in Book 96 of Official Records at Page 159.

ALSO TOGETHER WITH an easement for road and utility purposes over, under and across the easement as shown on the Parcel Map filed April 11, 1975, in Book 9 of Parcel Maps, Page 81 in the Office of the Recorder of Nevada County.

ALSO TOGETHER WITH an easement for ingress and egress and utilities over, under and across Parcels A, B, and C as shown on the Parcel Map for Richard Green, being a portion of Lots 1, 2 and 10 of Section 5, Township 15 North, Range 7 East, M.D.B.&M., filed in the Office of the County Recorder of the County of Nevada on April 11, 1975, in Book 9 of Parcel Maps, at Page 81, described as follows:

Easement 1:

Beginning at a point on the North line of Parcel B as described above from which point the Northwest corner of said parcel bears South 85° 51' 51" West 140.00 feet, thence from said point of beginning South 85° 51' 51" West 140.00 feet to the Northwest corner of said Parcel B; thence along the West line of said parcel South 91° 40' 15" West 320.00 feet; thence leaving said West line and in a straight line to the point of beginning.

Easement 2:

The East 90.00 feet of the North 675 feet of the abovescribed Parcel A.

Easement 3:

The East 50.00 feet of the South 1551.16 feet of the abovescribed Parcel A.

Easement 4:

The South 143.55 feet of the West 30.00 feet of Parcel D as described above.

Easement 5:

The West 30.00 feet of the abovescribed Parcel C.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

APN: 51-410-03 and 51-410-02 (10850 Bell Rd, Penn Valley, CA 95946)

Parcel 3 as per map filed February 26, 1981 in Book 15,
Page 64 of Parcel Maps.

APN: 51-410-03 and 51-410-02 (10850 Bell Rd, Penn Valley, CA 95946)

Parcel 2, as shown upon the Parcel Map for D, Ward, being a portion of the Northeast
quarter of Section 4, Township 15 North, Range 7 East, M.D.B.A.M., filed in the
Office of the County Recorder of the County of Nevada on February 26, 1981 in Book 15
of Parcel Maps at Page 64.

TOGETHER WITH an easement 60 feet in width for ingress, egress and utilities, the
Northernly line of which is described as the North line of Lot 4 of the Northwest
quarter of Section 4, Township 15 North, Range 7 East, M.D.B.A.M., lying Westerly and
Northwesterly of the centerline of the County Road known as Indian Springs Road (as
the same existed on May 10, 1945) and described in that certain deed recorded July 9,
1945 in Book 96 of Official Records at Page 159.

ALSO TOGETHER WITH an easement for road and utility purposes over, under and across
the easement as shown on the Parcel Map filed April 11, 1975 in Book 9 of Parcel Maps
at Page 61 in the Office of the Recorder of Nevada County.

ALSO TOGETHER WITH an easement for ingress and egress and utilities over, under and
across Parcel B, C and D as shown on the Parcel map for Richard Green, being a portion
of Lots 1, 2 and 19 of Section 8, Township 15 North, Range 7 East, M.D.B.A.M., filed in
the Office of the County Recorder of the County of Nevada on April 11, 1975 in Book 9
of Parcel Maps at Page 61 described as follows:

EASEMENT A:

Beginning at a point on the North line of Parcel B as described above from which point
the Northwest corner of said Parcel bears South 35° 51' 51" West 140.00 feet; thence
from said point of beginning South 85° 51' 51" West 140.00 feet to the Northwest
corner of said Parcel B; thence along the West line of said parcel South 01° 40' 15"
West 10.00 feet; thence leaving said West line and in a straight line to the point of
beginning.

EASEMENT B:

The South 10.00 feet of the West 30.00 feet of Parcel B as described above.

EASEMENT C:

The West 10.00 feet of Parcel C, as described above.

EASEMENT D:

The West 10 feet of Parcel D, as described above.

ALSO TOGETHER WITH easement for ingress, egress and public utility purposes shown and
designated as easements and/or right of ways upon the map referred to herein,
excepting therefrom any portion of said easements which lie within the exterior
boundaries of the land herein described.

ALSO TOGETHER WITH an easement 60 feet in width for water pipeline purposes over,
under and across Parcel B as shown upon the Parcel Map filed in the Office of the
County Recorder of the County of Nevada on April 11, 1975 in Book 9 at Page 61, the
Southernly line of which is described as follows:

Beginning at a point in the Westerly line of said Parcel B, from which the Northwest
line of said Parcel B, from which the Northwest corner of said Parcel bears North 01°
40' 15" East 60 feet, said point also being a point on the Southernly line of an
existing 60 feet right of way as shown on the map referred to herein; thence Easterly
and Southeasterly, running and adjacent and parallel to the Southernly line of said
existing 60 feet right of way, to a point in the centerline of an existing ditch shown
on the map referred to herein and being the point of ending.

Road Maintenance Agreement (Oak Springs Road and Bell Road)

APN: 51-410-01 (0000 Bell Road, Penn Valley, CA 95946)

That parcel of land in the unincorporated area, County of Nevada, State of California, described as follows:

Parcel 1 as per map filed February 26, 1981 in Book 15, Page 64 of Parcel Map.

TOGETHER WITH easements for ingress, egress, utilities and a water line as described in the Deed to Otis Ward et ux, recorded August 29, 1979 in Book 1071 Page 94 of Official Records.

APN: 51-410-12 (18699 Indian Springs Rd, Penn Valley, CA 95946)

The following described property:

In the City of Penn Valley County of Nevada, State of California.

Parcel 1 as shown on the Parcel Map, being a portion of the Northwest 1/4 of Section 4, Township 15 North, Range 7 East, M.D.M., as filed in the Office of the County Recorder, County of Nevada on December 31, 1986, in Book 17 of Parcel Maps, Page 101.

EXHIBIT "B"

Roadway Property (Oak Springs Road and Bell Road)

Legal Description

An easement 60.00 feet in width for ingress, egress and utilities, the northerly line of which is described as the north line of lot 4 of the northwest quarter of section 4, township 15 north, range 7 east, M.D.B.&M., lying westerly and northwesterly of the centerline of the County Road known as Indian Springs Road (as the same existed on May 10, 1945) and described in that certain deed recorded July 9, 1945, in Book 96 of Official Records at Page 159.

Easement for road and utility purposes over, under and across the easement as shown on the Parcel Map filed April 11, 1975, in Book 9 of Parcel Maps, Page 81 in the Office of the Recorder of Nevada County.

An easement for road and utilities over portions designated and delineated on the Parcel Map as filed in the Office of the Recorder of the County of Nevada on July 12, 1990, in Book 18 of Parcel Maps, at page 36.

Easements for ingress, egress and utility purposes a shown on the map filed July 12, 1990, book 18 of parcel maps, page 137.

Easement for ingress and egress and utilities over, under and across parcels A, B and D as shown on the parcel map for Richard Green, being portion of lots 1, 2 and 10 of section 5, township 15 North, Range 7 East, M.D.B.&M., filed in the office of the county recorder of the county of Nevada on April 11, 1975, in Book 9 of Parcel Maps, Page 81, described as follows:

1. Beginning at a point on the North line of Parcel B as described above from which point the Northwest corner of said parcel bears South 85° 51' 51" West 140.00 feet; thence from said point of beginning South 85° 51' 51" West 140.00 feet to the Northwest corner of said Parcel B; thence along the West line of said parcel South 01° 40' 15" West 320.00 feet; thence leaving said West line and in a straight line to the point of beginning.
2. The East 90.00 feet of the North 675.00 feet of the above described Parcel A.
3. The East 50.00 feet of the South 1551.16 feet of the above described Parcel A.
4. The South 143.55 feet of the West 30.00 feet of Parcel B as described above.
5. The West 30.00 feet of the above described Parcel C.
6. The West 30.00 feet of the above described Parcel D.

EXHIBIT "B"
Roadway Property (Oak Springs Road and Bell Road)
Schematic

