



2021-0018503

Recorded  
Official Records  
County of  
Napa  
JOHN TUTEUR  
Assessor-Recorder-Co.

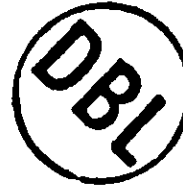
REC FEE 72.00

09:47AM 28-May-2021 35  
Page 1 of 15

**RECORDING REQUESTED BY:**  
Placer Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Farella Braun + Martel LLP  
899 Adams Street  
St Helena, CA 94574  
Attn: Katherine Philippakis



Space Above This Line for Recorder's Use Only

A.P.N.: 032-160-072, 084, 085, 086, 087 and 088

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(LONG FORM)**

THIS DEED OF TRUST, made <sup>AK 2021</sup> ~~June~~ 28 2021, by

TRUSTOR: VINEDOS AP, LLC, a California limited liability company

whose address is: 332 Troon Drive, Napa CA 94558

In favor of TRUSTEE: PLACER TITLE COMPANY

and BENEFICIARY: CIRCLE R RANCH LLC, a California limited liability company, ROCKING R RANCH LLC, a California limited liability company, and FOSS VALLEY RANCH LLC, a California limited liability company, each as the prior owner of a portion of the Property (defined below), and not as a tenant-in-common or partner.

WITNESSETH: That Trustor irrevocably grants to Trustee in trust, with power of sale, that property in the County of Napa, State of California, described as set forth in **Exhibit A** hereto (the "**Property**"), together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000), with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors

or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust (all of the foregoing being, collectively, the “**Obligations**”).

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. At all times to maintain in full force (a) fire and extended coverage all risk insurance; (b) and commercial general liability insurance. Without limiting any of the terms of this paragraph, (i) each of the insurance policies shall provide that it may be canceled or modified only upon not less than thirty (30) days prior written notice to Lender; (ii) the fire and extended coverage and other casualty insurance policies which Maker may maintain shall contain a mortgagee's loss payable endorsement acceptable to Lender naming Lender as loss payee and shall be written with liability in an amount equal to the full replacement cost of the improvements; and (iii) the commercial general liability policy shall name Lender as an additional insured and shall be primary and noncontributing with any insurance maintained by Lender. Upon Lender's request, Borrower shall deliver to Lender copies of all required insurance policies. By approving, disapproving, accepting, obtaining or failing to obtain any insurance policies, Lender shall not be liable or responsible for the suitability, adequacy, enforceability, validity, amount, form, or content of any insurance policies, the solvency of any insurer, or the collection of any Insurance Proceeds, and Borrower shall at all times have full responsibility for all of such matters. Not later than thirty (30) days prior to the expiration of each of the insurance policies, Borrower shall deliver to Lender a policy or policies renewing or extending the expiring insurance policies together with written evidence showing payment of the Insurance Premiums for such policies. If Borrower fails to deliver any of the insurance policies to Lender in accordance with this Deed of Trust, or if any of the insurance policies is canceled, Lender, without notice to or demand upon Borrower, shall have the right to obtain such insurance in such form, content and amount and with such insurer as Lender determines to be necessary or appropriate to protect its interest. Without limiting any other provision of this Deed of Trust, all premiums and other costs and expenses paid or incurred by Lender in connection with Lender's obtaining any insurance policies under this paragraph shall be payable by Borrower to Lender on Lender's demand. Neither Trustee nor Lender shall be obligated to obtain or maintain any policy of insurance with respect to the Property. All insurance policies relating to the Property and all unearned insurance premiums shall

automatically inure to the benefit of and be deemed to be assigned to the grantee of the Property at any judicial or nonjudicial foreclosure sale under this Deed of Trust or by any deed in lieu of foreclosure under this Deed of Trust.

3. To secure the Obligations, Borrower grants, transfers, and assigns to Lender all claims and proceeds from casualty insurance related to the Property ("**Insurance Proceeds**").
4. To secure the Obligations, Borrower grants, transfers, and assigns to Lender all proceeds from condemnation or conveyance under threat thereof ("**Condemnation Proceeds**").
5. To cause all Insurance Proceeds and (collectively, the "**Proceeds**") to be paid or delivered directly to Lender. Lender shall at all times have the right but not the obligation (a) to demand, collect, accept, receive and give receipts for any and all of the Proceeds; and (b) to direct any Person to pay or deliver any or all of the Proceeds directly to Lender. Nothing contained in this Deed of Trust shall be deemed to obligate Lender to make any inquiry as to the sufficiency of any Proceeds received by Lender. If for any reason Borrower receives any Proceeds, Borrower (i) shall immediately pay or deliver such Proceeds to Lender in the original form in which received by Borrower; (ii) shall endorse, with recourse, all checks, drafts, money orders, notes, and other instruments or documents representing such Proceeds to Lender; (iii) shall not commingle such Proceeds with any of Borrower's other funds or property; and (iv) shall hold such Proceeds separate and apart from its other funds and property in an express trust for Lender until paid or delivered to Lender.
6. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
7. To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Trust.
8. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien

which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

9. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1. That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.
3. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be

appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who

shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above.

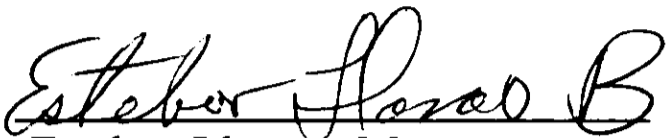
Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

Should Trustor sell, convey, transfer, dispose of, grant easements, or further encumber the Property or any part thereof or any interest therein or enter into a lease covering all or any portion thereof or an undivided interest therein, either voluntarily, involuntarily or otherwise, or enter into an agreement so to do, without the prior written consent of Beneficiary being first had and obtained, then Beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Consent to one transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. Without limiting the generality of the foregoing, a merger, consolidation, reorganization, entity conversion or other restructuring or transfer by operation of law, whereunder Trustor or, in the case of an ownership interest, the holder of an ownership interest in Trustor, is not the surviving entity as such entity exists on the date hereof, shall be deemed to be a transfer of the Property or of an ownership interest in Trustor. Notwithstanding the foregoing, any ownership interest in Trustor may be voluntarily sold, transferred, conveyed or assigned by holders thereof as of the date hereof for estate planning purposes to immediate family members (as defined below), or to an entity controlled by a holder of an ownership interest in Trustor as of the date hereof or by one or more of such immediate family members (or by trusts for the benefit of such immediate family members), or to a trust for the benefit of any of such parties, provided (i) there is not a default of Trustor under this Deed of Trust or the note that it secures, (ii) Beneficiary is notified of such proposed transfer and provided with such documentation evidencing the transfer and identity of the transferee as reasonably requested by Beneficiary, and Trustor reimburses Beneficiary for all fees and expenses including reasonable attorneys' fees associated with Beneficiary's review and documentation of the transfer, whether or

not consummated. "Immediate family members" shall mean the spouse, children and grandchildren of each holder of an ownership interest in Trustor, as comprised on the date hereof.

TRUSTOR:

VINEDOS AP, LLC,  
a California limited liability company

By:   
Esteban Llamas, Manager

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 ) SS

COUNTY OF Napa )

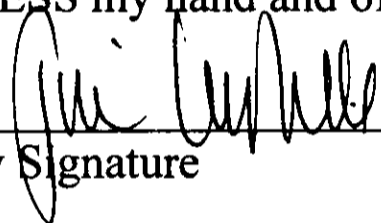
On May 20, 2021 before me, Tina Laviolette, Notary Public, personally appeared Esteban LAMAS

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.

*This area for official notarial seal.*

  
\_\_\_\_\_  
Notary Signature





**Exhibit A**

**GRANTOR'S PROPERTY**

The land situated in the County of Napa, State of California, described as follows:

**Update #1  
Order Number: P-429769**

**Exhibit "A"  
Legal Description**

The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

**TRACT ONE:**

**PARCEL ONE:**

Beginning on the east-west center of Section line of Section 25, Township 7 North, Range 4 West, Mount Diablo Meridian, at the intersection thereof with the centerline of Atlas Peak Road; thence along said east-west center of section line South 86°44'56" East 1410.99 feet to the east 1/4 corner of said Section 25; thence along the east line of Section 25 South 0°57'32" West 1302.70 feet to the southeast corner of the north 1/2 of the southeast 1/4 thereof, said point also being the northwest corner of the south 1/2 of the southwest 1/4 of Section 30 of Township 7 North, Range 3 West, Mount Diablo Meridian; thence along the north line of the south 1/2 of said Section 30 South 88°54' 14" East 2558.03 feet to the northeast corner of said south 1/2; thence along the east line of said south 1/2 South 00°21'54" West 1314.34 feet to the southeast corner thereof, said southeast corner being on the north line of Section 31, Township 7 North, Range 3 West, Mount Diablo Meridian; thence along the north line of said Section 31 North 88°38'49" West 1318.89 feet to the northeast corner of Lot 2 of the northwest 1/4 of said Section 31; thence along the east line of said Lot 2 South 1°04'52" West 681.59 feet; thence leaving said east line South 84°52'24" West 340.26 feet; thence North 61°05'43" West 1044.73 feet; thence North 71°12'51" West 382.90 feet; thence North 18°46'29" West 306.47 feet; thence North 35°31'42" West 1007.01 feet to the centerline of Atlas Peak Road; thence along the centerline of Atlas Peak Road along the arc of a non-tangent curve to the left the center of which bears North 44°53'29" West having a radius of 360 feet through a central angle of 14°36'54" an arc distance of 91.83 feet; thence continuing along the centerline of Atlas Peak Road on the following tangent courses: North 30°29'37" East 96.81 feet, on a curve to the left having a radius of 200.00 feet through a central angle of 32°10'25" an arc distance of 112.31 feet, North 1°40'49" West 209.22 feet, on a curve to the left having a radius of 200.00 feet through a central angle of 39°23'28" an arc distance of 137.50 feet, North 41°04'16" West 120.31 feet, on a curve to the right having a radius of 430.00 feet through a central angle of 20°26'26" an arc distance of 153.40 feet, North 20°37'51" West 54.77 feet, on a curve to the left having a radius of 180.00 feet through a central angle of 24°14'23" an arc distance of 76.15 feet, North 44°52'14" West 229.91 feet, on a curve to the right having a radius of 340.00 feet through a central angle of 19°33'45" an arc distance of 116.09 feet, North 25°18'28" West 55.45 feet, on a curve to the right having a radius of 130.00 feet through a central angle of 46°40'51" an arc distance of 105.92 feet, North 21°22'22" East 101.29 feet, on a curve to the right having a radius of 160.00 feet through a central angle of 10°35'54" an arc distance of 29.60 feet, North 31°58'16" East 120.10 feet, on a curve to the left having a radius of 80.00 feet through a central angle of 64°12'41" an arc distance of 89.66 feet and North 32°14'25" West 42.61 feet to the point of beginning.

APN: 032-160-084

**PARCEL TWO:**

A right of way for roadway and utility purposes in a continuous strip 40 feet wide lying 20 feet on each side of the following centerline:

COMMENCING at the most northerly corner of the tract of land deeded to Bertram Lytell as described in Book 115 of Deeds at page 301 recorded on February 21, 1916 in the office of the Napa County Recorder, said point of commencement being in the center of Atlas Peak Road and being marked by a nail and tag LS4510; thence along the centerline of said Atlas Peak Road North 57°42'27" West 78.62 feet; thence continuing along the centerline

of Atlas Peak Road on the following tangent courses: on the arc of a curve to the right having a radius of 270.00 feet through a central angle of 45°56'03" an arc distance of 216.46 feet, North 11°46'24" West 53.11 feet, on a curve to the left having a radius of 490.00 feet through a central angle of 14°37'07" an arc distance of 125.02 feet, North 26°23'31" West 57.71 feet, on a curve to the right having a radius of 800.00 feet through a central angle of 10°45'45" an arc distance of 150.27 feet, North 15°37'46" West 128.11 feet, on a curve to the right having a radius of 6100.00 feet through a central angle of 3°16'25" an arc distance of 348.52 feet, North 12°21'2" West 629.10 feet, on a curve to the left having a radius of 420.00 feet through a central angle of 11°12'23" an arc distance of 82.15 feet, North 23°33'43" West 328.35 feet, on a curve to the left having a radius of 600.00 feet through a central angle of 11°14'27" an arc distance of 117.71 feet, North 34°48' 10" West 8.00 feet, on a curve to the right having a radius of 640.00 feet through a central angle of 1°02'37" an arc distance of 11.66 to the TRUE POINT OF BEGINNING of this right of way; thence leaving the centerline of Atlas Peak Road and along the center of an existing dirt road North 42°56'54" East 168.29 feet; thence continuing along the center of said dirt road on the following tangent courses: on a curve to the right having a radius of 60.00 feet through a central angle of 20°46'37" an arc distance of 21.76 feet, North 63°43'32" East 171.13 feet, on a curve to the right having a radius of 60.00 feet through a central angle of 19°58'31" an arc distance of 20.92 feet, North 83°42'03" East 234.42 feet, on a curve to the right having a radius of 60.00 feet through a central angle of 24°19'58" an arc distance of 25.48 feet, South 71 °57'59" East 134.47 feet, on a curve to the left having a radius of 60.00 feet through a central angle of 36°26'36" an arc distance of 38.16 feet, North 71°35'25" East 379.66 feet, on a curve to the left having a radius of 100.00 feet through a central angle of 23°07'52" an arc distance of 40.37 feet, North 48°27'33" East 159.80 feet, on a curve to the right having a radius of 80.00 feet through a central angle of 19°17'53" an arc distance of 26.95 feet, North 67°45'26" East 100.31 feet, on a curve to the right having a radius of 60.00 feet through a central angle of 36°09'32" an arc distance of 37.87 feet, South 76°05'02" East feet, on a curve to the right having a radius of 200.00 feet through a central angle of 17°48'55" an arc distance of 62.19 feet, South 58°16'07" East 336.24 feet, on a curve to the left having a radius of 100.00 feet through a central angle of 17°18'05" an arc distance of 30.20 feet, South 75°34'12" East 104.24 feet, on a curve to the right having a radius of 60.00 feet through a central angle of 14°28'29" an arc distance of 15.16 feet to a point 20 feet southerly measured at right angles from the line delineated as North 61°05'43" West in the above description of the 155.96 acre tract; thence along the center of said dirt road South 61°05'43" East feet as granted in the document recorded March 7, 2005 as Instrument Number 2005-0008586 of Official Records.

TRACT TWO:  
 PARCEL ONE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT NUMBER 2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF LOT NUMBER 2 OF SAID SOUTHWEST 1/4 NORTH 1°04'52" EAST 1550.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE NORTH 69°36'58" WEST 878.75 FEET; THENCE SOUTH 77°10'26" WEST 455.42 FEET TO THE CENTERLINE OF ATLAS PEAK ROAD; THENCE ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 89°26'18" WEST HAVING A RADIUS OF 150 FEET THROUGH A CENTRAL ANGLE OF 36°53'37" AN ARC DISTANCE OF 96.59 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: NORTH 37°27'19" WEST 25.09 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 29°22'51" AN ARC DISTANCE OF 87.18 FEET, NORTH 66°50'10" WEST 109.56 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 34°34'34" AN ARC DISTANCE OF 144.83 FEET, NORTH 32°15'37" WEST 118.72 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET THROUGH A CENTRAL ANGLE OF 48°09'05" AN ARC DISTANCE OF 117.66 FEET, NORTH 80°24'42" WEST 42.42 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 18°44'44" AN ARC DISTANCE OF 107.97 FEET, NORTH 61°39'58" WEST 83.44 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET THROUGH A CENTRAL ANGLE OF 3°57'31" AN ARC DISTANCE OF 69.09 FEET; THENCE NORTH 57°42'27" WEST 218.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET; THENCE LEAVING SAID CENTERLINE NORTH 58°05'12" EAST

1335.95 FEET; THENCE NORTH 84°47'17" EAST 1237.61 FEET TO THE EAST LINE OF LOT NUMBER 2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID LOT 2 OF THE NORTHWEST 1/4 AND LOT NUMBER 2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31 SOUTH 1°04'52" WEST 1892.07 FEET TO THE TRUE POINT OF BEGINNING.

APN 032-160-088

PARCEL TWO:

A RIGHT OF WAY FOR ROADWAY AND UTILITY PURPOSES IN A CONTINUOUS STRIP 40 FEET WIDE LYING 20 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE TRACT OF LAND DEEDED TO BERTRAM LYTELL AS DESCRIBED IN BOOK 115 OF DEEDS AT PAGE 301 RECORDED ON FEBRUARY 21, 1916 IN THE OFFICE OF THE NAPA COUNTY RECORDER, SAID POINT OF COMMENCEMENT BEING IN THE CENTER OF ATLAS PEAK ROAD AND BEING MARKED BY A NAIL AND TAG LS4510; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 57°42'27" WEST 78.62 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET, NORTH 11°46'24" WEST 53.11 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 14°37'07" AN ARC DISTANCE OF 125.02 FEET, NORTH 26°23'31" WEST 57.71 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET THROUGH A CENTRAL ANGLE OF 10°45'45" AN ARC DISTANCE OF 150.27 FEET, NORTH 15°37'46" WEST 128.11 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6100.00 FEET THROUGH A CENTRAL ANGLE OF 3°16'25" AN ARC DISTANCE OF 348.52 FEET, NORTH 12°21'21" WEST 629.10 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET THROUGH A CENTRAL ANGLE OF 11°12'23" AN ARC DISTANCE OF 82.15 FEET, NORTH 23°33'43" WEST 328.35 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET THROUGH A CENTRAL ANGLE OF 11°14'27" AN ARC DISTANCE OF 117.71 FEET, NORTH 34°48'10" WEST 8.00 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 1°02'37" AN ARC DISTANCE OF 11.66 TO THE TRUE POINT OF BEGINNING OF THIS RIGHT OF WAY; THENCE LEAVING THE CENTERLINE OF ATLAS PEAK ROAD AND ALONG THE CENTER OF AN EXISTING DIRT ROAD NORTH 42°56'54" EAST 168.29 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID DIRT ROAD ON THE FOLLOWING TANGENT COURSES: ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 20°46'37" AN ARC DISTANCE OF 21.76 FEET, NORTH 63°43'32" EAST 171.13 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 19°58'31" AN ARC DISTANCE OF 20.92 FEET, NORTH 83°42'03" EAST 234.42 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 24°19'58" AN ARC DISTANCE OF 25.48 FEET, SOUTH 71°57'59" EAST 134.47 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 36°26'36" AN ARC DISTANCE OF 38.16 FEET, NORTH 71°35'25" EAST 379.66 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 23°07'52" AN ARC DISTANCE OF 40.37 FEET, NORTH 48°27'33" EAST 159.80 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 19°17'53" AN ARC DISTANCE OF 26.95 FEET, NORTH 67°45'26" EAST 100.31 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 36°09'32" AN ARC DISTANCE OF 37.87 FEET, SOUTH 76°05'02" EAST 290.30 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 17°48'55" AN ARC DISTANCE OF 62.19 FEET, SOUTH 58°16'07" EAST 336.24 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 17°18'05" AN ARC DISTANCE OF 30.20 FEET, SOUTH 75°34'12" EAST 104.24 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 14°28'29" AN ARC DISTANCE OF 15.16 FEET, SOUTH 61°05'43" EAST 134.30 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 38°08'43" AN ARC DISTANCE OF 39.95 FEET, SOUTH 22°57'00" EAST 111.80 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 28°30'38" AN ARC DISTANCE OF 39.81 FEET, SOUTH 51°27'39" EAST 134.77 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 20°56'39" AN ARC DISTANCE OF 73.11 FEET, SOUTH 30°31'00" EAST 403.53 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF

35°01'06" AN ARC DISTANCE OF 36.67 FEET, SOUTH 4°30'06" WEST 218.51 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 32°38'31" AN ARC DISTANCE OF 34.18 FEET, SOUTH 28°08'26" EAST 119.70 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 48°58'35" AN ARC DISTANCE OF 51.29 FEET AND SOUTH 20°50'10" WEST 181.41 FEET TO THE NORTHERLY LINE OF THE ABOVE DESCRIBED 66.99 ACRE TRACT, AS GRANTED IN THE DEED RECORDED MARCH 7, 2005 AS INSTRUMENT NUMBER 2005-0008586 OF OFFICIAL RECORDS OF NAPA COUNTY.

**TRACT THREE:**

COMMENCING AT THE MOST NORTHERLY CORNER OF THE TRACT OF LAND DEEDED TO BERTRAM LYTELL AS DESCRIBED IN BOOK 115 OF DEEDS AT PAGE 301 RECORDED ON FEBRUARY 21, 1916 IN THE OFFICE OF THE NAPA COUNTY RECORDER, SAID POINT OF COMMENCEMENT BEING IN THE CENTER OF ATLAS PEAK ROAD AND BEING MARKED BY A NAIL AND TAG LS4510; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 57°42'27" WEST 78.62 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: ON THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET, NORTH 11°46'24" WEST 53.11 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 14°37'07" AN ARC DISTANCE OF 125.02 FEET, NORTH 26°23'31" WEST 57.71 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET THROUGH A CENTRAL ANGLE OF 10°45'45" AN ARC DISTANCE OF 150.27 FEET, NORTH 15°37'46" WEST 128.11 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6100.00 FEET THROUGH A CENTRAL ANGLE OF 3°16'25" AN ARC DISTANCE OF 348.52 FEET, NORTH 12°21'21" WEST 629.10 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET THROUGH A CENTRAL ANGLE OF 11°12'23" AN ARC DISTANCE OF 82.15 FEET, NORTH 23°33'43" WEST 328.35 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET THROUGH A CENTRAL ANGLE OF 11°14'27" AN ARC DISTANCE OF 117.71 FEET, NORTH 34°48'10" WEST 8.00 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 6°22'58" AN ARC DISTANCE OF 71.30 FEET, NORTH 28°25'12" WEST 258.27 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET THROUGH A CENTRAL ANGLE OF 71°38'19" AN ARC DISTANCE OF 237.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: NORTH 43°13'07" EAST 359.26 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 40°07'05" AN ARC DISTANCE OF 105.03 FEET, NORTH 3°06'02" EAST 155.57 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 48°06'47" AN ARC DISTANCE OF 201.54 FEET, NORTH 51°12'49" EAST 226.76 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 25°24'26" AN ARC DISTANCE OF 70.95 FEET, NORTH 25°48'23" EAST 58.72 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 620.00 FEET THROUGH A CENTRAL ANGLE OF 19°18'08" AN ARC DISTANCE OF 208.87 FEET AND NORTH 45°06'31" EAST 99.80 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 35°31'42" EAST 1007.01 FEET; THENCE SOUTH 18°46'29" EAST 306.47 FEET; THENCE SOUTH 60°43'40" WEST 588.88 FEET; THENCE NORTH 77°22'48" WEST 1016.32 FEET TO THE TRUE POINT OF BEGINNING.

APN 032-160-085

**TRACT FOUR:**

**PARCEL ONE:**

COMMENCING AT THE MOST NORTHERLY CORNER OF THE TRACT OF LAND DEEDED TO BERTRAM LYTELL AS DESCRIBED IN BOOK 115 OF DEEDS AT PAGE 301 RECORDED ON FEBRUARY 21, 1916 IN THE OFFICE OF THE NAPA COUNTY RECORDER, SAID POINT OF COMMENCEMENT BEING IN THE CENTER OF ATLAS PEAK ROAD AND BEING MARKED BY A NAIL AND TAG LS4510; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 57°42'27" WEST 78.62 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: NORTH 11°46'24" WEST 53.11 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 14°37'07" AN ARC DISTANCE OF 125.02 FEET, NORTH

26°23'31" WEST 57.71 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET THROUGH A CENTRAL ANGLE OF 10°45'45" AN ARC DISTANCE OF 150.27 FEET, NORTH 15°37'46" WEST 128.11 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6100.00 FEET THROUGH A CENTRAL ANGLE OF 3°16'25" AN ARC DISTANCE OF 348.52 FEET; THENCE LEAVING SAID CENTERLINE NORTH 59°31'31" EAST 1194.43 FEET; THENCE NORTH 20°28'21" EAST 1011.78 FEET; THENCE SOUTH 61°05'43" EAST 1044.73 FEET; THENCE NORTH 84°52'24" EAST 340.26 FEET TO THE EAST LINE OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN; THENCE ALONG SAID EAST LINE SOUTH 01°04'52" WEST 1083.71 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF LOT NUMBER 2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31 BEARS SOUTH 01°04'52" WEST 3442.76 FEET DISTANT; THENCE LEAVING SAID EAST LINE SOUTH 84°47'17" WEST 1237.61 FEET; THENCE SOUTH 58°05'12" WEST 1335.95 FEET TO THE TRUE POINT OF BEGINNING.

APN 032-160-087

**PARCEL TWO:**

A RIGHT OF WAY FOR ROADWAY AND UTILITY PURPOSES IN A CONTINUOUS STRIP 40 FEET WIDE LYING 20 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE TRACT OF LAND DEEDED TO BERTRAM LYTELL AS DESCRIBED IN BOOK 115 OF DEEDS AT PAGE 301 RECORDED ON FEBRUARY 21, 1916 IN THE OFFICE OF THE NAPA COUNTY RECORDER, SAID POINT OF COMMENCEMENT BEING IN THE CENTER OF ATLAS PEAK ROAD AND BEING MARKED BY A NAIL AND TAG LS4510; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 57°42'27" WEST 78.62 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET, NORTH 11°46'24" WEST 53.11 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 14°37'07" AN ARC DISTANCE OF 125.02 FEET, NORTH 26°23'31" WEST 57.71 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET THROUGH A CENTRAL ANGLE OF 10°45'45" AN ARC DISTANCE OF 150.27 FEET, NORTH 15°37'46" WEST 128.11 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6100.00 FEET THROUGH A CENTRAL ANGLE OF 3°16'25" AN ARC DISTANCE OF 348.52 FEET, NORTH 12°21'21" WEST 629.10 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET THROUGH A CENTRAL ANGLE OF 11°12'23" AN ARC DISTANCE OF 82.15 FEET, NORTH 23°33'43" WEST 328.35 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET THROUGH A CENTRAL ANGLE OF 11°14'27" AN ARC DISTANCE OF 117.71 FEET, NORTH 34°48'10" WEST 8.00 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 1°02'37" AN ARC DISTANCE OF 11.66 TO THE TRUE POINT OF BEGINNING OF THIS RIGHT OF WAY; THENCE LEAVING THE CENTERLINE OF ATLAS PEAK ROAD AND ALONG THE CENTER OF AN EXISTING DIRT ROAD NORTH 42°56'54" EAST 168.29 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID DIRT ROAD ON THE FOLLOWING TANGENT COURSES: ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 20°46'37" AN ARC DISTANCE OF 21.76 FEET, NORTH 63°43'32" EAST 171.13 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 19°58'31" AN ARC DISTANCE OF 20.92 FEET, NORTH 83°42'03" EAST 234.42 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 24°19'58" AN ARC DISTANCE OF 25.48 FEET, SOUTH 71°57'59" EAST 134.47 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 36°26'36" AN ARC DISTANCE OF 38.16 FEET, NORTH 71°35'25" EAST 379.66 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 23°07'52" AN ARC DISTANCE OF 40.37 FEET, NORTH 48°27'33" EAST 159.80 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 19°17'53" AN ARC DISTANCE OF 26.95 FEET, NORTH 67°45'26" EAST 100.31 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 36°09'32" AN ARC DISTANCE OF 37.87 FEET, SOUTH 76°05'02" EAST 290.30 FEET, AND ON A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 16°20'22" AN ARC DISTANCE OF 57.00 FEET, AS GRANTED IN DEED RECORDED MARCH 7, 2005 AS INSTRUMENT NUMBER 2005-0008582 OF OFFICIAL RECORDS OF NAPA COUNTY.

**TRACT FIVE:**

COMMENCING AT THE MOST NORTHERLY CORNER OF THE TRACT OF LAND DEEDED TO BERTRAM LYTELL AS DESCRIBED IN BOOK 115 OF DEEDS AT PAGE 301 RECORDED ON FEBRUARY 21, 1916 IN THE OFFICE OF THE NAPA COUNTY RECORDER, SAID POINT OF COMMENCEMENT BEING IN THE CENTER OF ATLAS PEAK ROAD AND BEING MARKED BY A NAIL AND TAG LS4510; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 57°42'27" WEST 78.62 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 45°56'03" AN ARC DISTANCE OF 216.46 FEET, NORTH 11°46'24" WEST 53.11 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET THROUGH A CENTRAL ANGLE OF 14°37'07" AN ARC DISTANCE OF 125.02 FEET, NORTH 26°23'31" WEST 57.71 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET THROUGH A CENTRAL ANGLE OF 10°45'45" AN ARC DISTANCE OF 150.27 FEET, NORTH 15°37'46" WEST 128.11 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 6100.00 FEET THROUGH A CENTRAL ANGLE OF 3°16'25" AN ARC DISTANCE OF 348.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: NORTH 12°21'21" WEST 629.10 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET THROUGH A CENTRAL ANGLE OF 11°12'23" AN ARC DISTANCE OF 82.15 FEET, NORTH 23°33'43" WEST 328.35 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET THROUGH A CENTRAL ANGLE OF 11°14'27" AN ARC DISTANCE OF 117.71 FEET, NORTH 34°48'10" WEST 8.00 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET THROUGH A CENTRAL ANGLE OF 6°22'58" AN ARC DISTANCE OF 71.30 FEET, NORTH 28°25'12" WEST 258.27 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET THROUGH A CENTRAL ANGLE OF 71°38'19" AN ARC DISTANCE OF 237.56 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 77°22'48" EAST 1016.32 FEET; THENCE NORTH 60°43'40" EAST 588.88 FEET; THENCE SOUTH 71°12'51" EAST 382.90 FEET; THENCE SOUTH 20°28'21" WEST 1011.78 FEET; THENCE SOUTH 59°31'31" WEST 1194.43 FEET TO THE TRUE POINT OF BEGINNING.

APN 032-160-086

**TRACT SIX:**

BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER 2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID SECTION 31 NORTH 88°31'06" WEST 943.09 FEET TO THE CENTERLINE OF ATLAS PEAK ROAD; THENCE ALONG THE CENTERLINE OF SAID ATLAS PEAK ROAD NORTH 13°09'47" EAST 156.62 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF ATLAS PEAK ROAD ON THE FOLLOWING TANGENT COURSES: ON A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 35°00'08" AN ARC DISTANCE OF 103.85 FEET, NORTH 21°50'21" WEST 11.68 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 32°02'39" AN ARC DISTANCE OF 195.75 FEET, NORTH 53°53'00" WEST 72.24 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 27°16'14" AN ARC DISTANCE OF 142.79 FEET, NORTH 26°36'46" WEST 34.25 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET THROUGH A CENTRAL ANGLE OF 27°03'09" AN ARC DISTANCE OF 108.60 FEET, NORTH 53°39'55" WEST 56.91 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET THROUGH A CENTRAL ANGLE OF 50°59'21" AN ARC DISTANCE OF 124.59 FEET, NORTH 2°40'34" WEST 7.81 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET THROUGH A CENTRAL ANGLE OF 17°22'04" AN ARC DISTANCE OF 181.87 FEET, NORTH 14°41'30" EAST 176.16 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1200.00 FEET THROUGH A CENTRAL ANGLE OF 4°40'34" AN ARC DISTANCE OF 97.94 FEET, NORTH 10°00'56" EAST 276.37 FEET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET THROUGH A CENTRAL ANGLE OF 10°34'38" AN ARC DISTANCE OF 64.61 FEET, NORTH 00°33'42" WEST 119.32 FEET; THENCE LEAVING SAID CENTERLINE NORTH 77°10'26" EAST 455.42 FEET; THENCE SOUTH 69°36'58" EAST 878.75 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 2 OF THE SOUTHWEST 1/4 OF SECTION 31; THENCE ALONG SAID EAST LINE SOUTH 1°04'52" WEST 1550.69 FEET TO THE POINT OF BEGINNING.

**END OF DOCUMENT**

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