

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BOLEN FRANSEN CUTTS LLP
5088 N. Fruit Ave #101
Fresno, CA 93711

Attention: Lisa A. Cutts, Esq.

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**TEMPORARY WELL SHARING, WATER LINE, AND
ACCESS EASEMENT AGREEMENT**

This Temporary Well Sharing, Water Line, and Access Easement Agreement (the "**Agreement**") is made and entered into as of September 23, 2021 by and between **PAI HAWK CREEK RANCH, LLC**, a Delaware limited liability company ("**PAI**" or "**Grantor**"), and the County of Yolo, a political subdivision of the State of California ("**County**" or "**Grantee**"). This Agreement is made with reference to the following facts:

A. PAI is the owner of certain real property located in Yolo County, California described in the attached Exhibit A, incorporated herein by reference (the "**PAI Property**").

B. The County formed the Wild Wings County Service Area No. 15 ("**Wild Wings CSA**"), a dependent special district, pursuant to the County Service Area Law (Government Code §§ 25210 et seq.), which provides water and sewer services to the unincorporated Yolo County community of Wild Wings including treating a percentage of community effluent onsite and utilizing the treated water to irrigate public areas like the public golf course located within the CSA's boundaries ("**CSA Property**").

C. The boundaries of the CSA Property are depicted in the attached Exhibit B, incorporated herein by reference.

D. The County's Board of Supervisors governs the Wild Wings CSA and has the power to enter into contracts for the benefit of the Wild Wings CSA pursuant to Government Code section 25212.

E. The County has determined that, due to extreme drought conditions, it may not have sufficient well water to irrigate the CSA Property for the remainder of the year and is pursuing temporary alternative sources of water.

F. There is presently located and operating on the PAI Property a groundwater well

located immediately south of the Moore Canal on the western boundary of Parcel 2 of the PAI Property (the “Well”).

G. The County has requested PAI allow the County to utilize water from the Well for temporary irrigation uses on the CSA Property, and PAI has agreed to allow the temporary use of water from the Well, along with a temporary easement to install, maintain, repair, inspect, and operate an above-ground water line to convey the water from the Well to the CSA Property (“**Water Line**”) on the terms and conditions set forth herein.

THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, PAI and the County hereby agree as follows:

I. **Well Usage Agreement.**

(a) **Usage and Scheduling.** Subject to the provisions of Section 2 herein, PAI shall make the Well available, subject to operational capacity on a non-exclusive and temporary basis, on a schedule to be mutually determined by and between PAI and the County, to deliver approximately 30 acre-feet of water to the CSA Property, via delivery into the Moore Canal or the Water Line (at County’s direction) at the County’s sole costs and expense, during the period commencing on the execution of this Agreement through December 2, 2021 (the “**Term**”). PAI shall at all times have priority use of the Well for irrigation of the PAI Property. Delivery of water to the County shall be scheduled in such a way to deconflict with proposed use of the Well by PAI, and to minimize instances of delivery by delivering as much water as possible for pond storage on the CSA Property during each run of the Well. The County shall only use the water delivered from the Well for the purposes of irrigation of the CSA Property, and for no other purpose whatsoever. The County acknowledges and agrees that the water from the Well is not to be used for drinking water or any other purpose for which potable water is required. The County shall be solely responsible for obtaining and maintaining permission to use the Moore Canal for transport of the water, if required, and for placement of any infrastructure required by the County therein for transport and recapture of water delivered, including the Water Line.

(b) **Payment; Reconciliation.** the County agrees to pay to PAI the amount of \$260.00 per acre-foot of water (the “**Rate**”) actually delivered to the County, as metered at the Well (and PAI shall not be responsible for any water losses due to transportation though or recapture from the Moore Canal or any infrastructure installed by the County). The County shall, at the execution of this Agreement, pay to PAI the amount of \$7,800.00, representing the estimated required delivery of 30 acre-feet of water. PAI will send to the County, via email, a summary of water deliveries within 5 days of the end of each month (“**Monthly Statement**”). Unless the County shall have identified, in writing to PAI, any discrepancies thereon, such Monthly Statement will be deemed accepted 5 days from the County’s receipt thereof.

Within 10 business days following the termination of this Agreement, PAI will provide a “true-up” statement (the “**Reconciliation Statement**”) to the County showing either (i) any amount to be refunded to the County due to less water delivered than estimated (such amount the “**Refund**”),

or (ii) any amount due from the County as a result of delivery of more water than estimated (the “**Balance Due**”). If a Refund is due, PAI shall make such refund to the County at the time of delivery of the Reconciliation Statement. If there is a Balance Due, the County shall have 10 days from the receipt of the Reconciliation Statement to make payment of the Balance Due in full.

The provisions of this section 1(b) shall survive the termination of this Agreement.

(c) Well Maintenance and Operation: Ownership. PAI is and shall remain at all times before, during and after the Term, the sole owner of the Well, and in no case shall the County use under this Agreement be deemed an interest in the PAI Real Property, excepting the Temporary Easement granted in Section 2, or the Well. All operation of the Well for the uses hereunder shall be conducted by PAI’s contracted farm management personnel. In addition to the Temporary Easement granted in Section 2 of this Agreement, the County shall, on prior notice to PAI, have the right to accompany PAI for meter readings with respect to water delivered. All expenses of the use, operation, maintenance, modification, repair, or replacement of the Well and any of its associated equipment shall be borne by PAI, except to the extent that any damage to the Well or its associated equipment shall be caused by the acts or omission of the County, and the parties acknowledge that the Rate includes estimated amounts allocated for routine maintenance and operation of the Well.

PAI shall have no liability to the County for the failure to deliver water as provided in this Agreement in the event that (i) the Well becomes inoperable or requires major repair or replacement to continue operations during the Term, (ii) the water table drops to where it is not safe or practical to use the Well to extract water therefrom, or (iii) other wells on the PAI Property become inoperable and all capacity from the Well is required for irrigation of the PAI Property, except to refund to the County any amount prepaid for water which was not actually delivered (collectively, the “**Excused Failures**”). Notwithstanding the foregoing, PAI shall take commercially reasonable measures to restore the Well to operational capacity as soon practicable, if the Well can be repaired without replacement. PAI shall provide the County prompt notification of any such situation as soon as PAI becomes aware of it.

2. Grant of Temporary Water Line and Access Easement. For valuable consideration, receipt of which is hereby acknowledged, PAI hereby grants to the County the following temporary easement on, over, and across the PAI Property as generally depicted and described in Exhibit C hereto and incorporated by reference (“**Temporary Easement**”) under the following terms and conditions:

a. **Character of Temporary Easement.** The Temporary Easement granted herein is a 10’foot-wide nonexclusive easement approximately 3,300 feet in length on, over and across the PAI Property and is appurtenant to and for the benefit of the CSA Property depicted in Exhibit B.

b. **Description of Temporary Easement.** The Temporary Easement granted herein is for the following uses and purposes:

i. A temporary easement for the installation, maintenance, repair, inspection, operation, and eventual removal of an above-ground Water Line on, over, and across the PAI Property to deliver the water pumped from the Well pursuant to the terms of Section 1 of this Agreement to the CSA Property for the benefit of the CSA Property.

ii. A temporary easement for ingress and egress on, over, and across the PAI Property to install and access the Water Line for the purposes described in this Agreement.

iii. County shall be solely responsible for the installation, maintenance, and repair of the Water Line except to the extent that the Water Line is damaged as a result of the negligence or willful misconduct of PAI or PAI's agents, successors, employees, contractors, or assigns.

iv. The Temporary Easement shall terminate on the Termination Date (defined in Section 3 of this Agreement).

v. Upon termination of the Temporary Easement, the County shall at its sole cost and expense restore the Temporary Easement property to substantially the same condition it was in prior to County's use of the Temporary Easement.

3. **Termination.** The County shall have the right to terminate this Agreement at any time on prior written notice to PAI, and payment of the Balance Due, if any. PAI shall have the right to terminate this Agreement immediately, on written notice to the County, for any of the following reasons: (i) the Well shall be inoperable, or subject to permanent damage if it is continued in operation, and PAI shall have determined that it shall not be commercially feasible to repair or replace the Well during the Term; (ii) the County uses the water delivered from the Well for any purpose other than the irrigation of the CSA Property; or (iii) any failure of the County to abide by the terms of this Agreement.

If not early terminated prior to the end of the Term as provided herein, this Agreement shall terminate without action by either of the parties hereto. Notwithstanding the foregoing, at the time of execution of this Agreement, the County shall execute and deliver to PAI a Termination of Temporary Agreement and Easement with respect to this Agreement, in the form provided at Exhibit D (the "**Termination**"), to be held by PAI until the end of the Term, or earlier termination as provided herein (the "**Termination Date**"). At the Termination Date, PAI is authorized to record the Termination to remove any cloud on title to the PAI Property created hereby.

The parties acknowledge that PAI has no obligation to the County to renew or extend this Agreement or enter into any future agreement for the provision of water from the Well or otherwise.

4. **Release.** The County hereby releases and holds PAI harmless for any damages to the CSA Property as a result of (i) the quality of the water delivered from the Well; (ii) any use of

the water for other than irrigation of the CSA Property, (iii) any failure of PAI to deliver water during the term due to any Excused Failures, or (iv) or any inability to deliver water to the CSA Property as a result of things which are the responsibility of the County to obtain, procure or maintain during the Term. The provisions of this Section 4 shall survive the termination of this Agreement.

5. **Indemnification**. Each party and its successors and assigns shall indemnify and defend each of the other parties and its successors and assigns from and against all claims, losses and other expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Damages**") resulting from the exercise by the indemnifying party of rights under this Agreement or otherwise arising in relation hereto, including without limitation Damages suffered or asserted by third parties, except to the extent caused by the negligence or willful misconduct of the party seeking indemnification or its successors or assigns. The provisions of this section 4 shall survive the termination of this Agreement. PAI further agrees to indemnify and hold the County harmless from any and all claims that other parties may make or assert on the title to the PAI Property and represents that there are no leases or other interests in the Property that would preclude granting of the temporary rights and interests conveyed by this Agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's exercise of its rights under this Agreement and County will, at County's option, either repair or pay for such damage.

6. **Binding Effect**. The provisions, rights, powers, covenants, conditions, restrictions and obligations contained in this Agreement shall be binding upon the parties and upon each person having any interest in the PAI Property or the CSA Property, including without limitation the parties' respective heirs, executors, administrators, successors, grantees and assigns, until the Termination Date.

7. **Waiver**. The waiver of or failure to enforce any breach or violation of any restriction contained in this Agreement shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restrictions.

8. **No Agency or Partnership**. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other association between or among any of the parties. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be deemed to be a gift or dedication for public use of any portion of the properties described in this Agreement.

9. **Notices**. All notices under this Agreement shall be effective upon personal delivery to Grantor or Grantee, as the case may be, or on the date deposited in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as follows:

To PAI: PAI HAWK CREEK RANCH, LLC

c/o Prudential Agricultural Investments
7108 N. Fresno Street, Suite 400
Fresno, CA 93720
Attn: Mitra Tarvin
Telephone: 559-437-3244
Email: mitratarvin@pgim.com

To the County: County of Yolo
Wild Wings County Service Area No. 15
c/o Yolo County Community Services Department
292 Beamer Street
Woodland, CA 95695
Attention: Kimberly Villa
Telephone: (530) 666-8431
Email: kimberly.villa@yolocounty.org

10. **Subject to Existing Rights.** The rights and uses granted herein are subject to current taxes and assessments and all covenants, conditions, restrictions, reservations, rights, rights of way, easements and encumbrances affecting the PAI Property as of the date hereof.

11. **Further Documents.** Each party shall, as often as reasonably requested, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further documents and instruments as may be necessary to carry out the intent and purpose of this Agreement.

12. **Governing Law; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California

13. **Recordation.** This Agreement shall not be recorded be in the Official Records of Yolo County, however, on request of either party, a memorandum sufficient to provide notice of the key terms and dates may be recorded, upon execution by both parties hereto.

14. **Attorneys' Fees.** In the event that either party to this Agreement files an action against the other to interpret or enforce the terms of this Agreement, the prevailing party or parties in such action shall be entitled to recover its attorneys' fees and costs (whether or not taxable) as awarded by a court of competent jurisdiction, whether or not such action is prosecuted to final judgment.

15. **Entire Agreement.** This Agreement contains or expressly incorporates by reference the entire and exclusive agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto. This Agreement shall not be amended or modified in any way except by a written instrument which

is executed by each party to this Agreement.

16. **Exhibits.** Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

17. **Severability.** In the event a court of competent jurisdiction determines any provision of this Agreement is void or unenforceable, such provision shall be deemed reformed so as to be valid or enforceable to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Counterparts.** This Agreement may be executed and acknowledged in one or more counterparts, and the individual signature pages and associated acknowledgements may be attached to a single copy of this Agreement to create a single original document.

19. **Authority to Execute.** Each party signing this Agreement warrants that the person signing on behalf of a Party has the right, power, legal capacity, and authority to enter into and bind said party by signing this Agreement, and that no further approval or consent of any person, board, or entities is necessary to enter into and perform each of the obligations under this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first above written.

PAI

WILD WINGS

PAI HAWK CREEK RANCH, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

By: Mindi Nunes
Name: Mindi NUNES
Title: Assistant CAO

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: Julie Dachtler
Deputy



Approved as to Form:

Philip J. Pogledich, County Counsel

By: Kimberly E. Hood
Kimberly E. Hood,
Asst. County Counsel

ACKNOWLEDGMENT

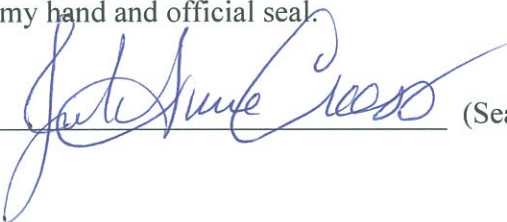
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
) ss.
COUNTY OF Yolo)

On September 17, 2021, before me, Julie Anne Cross, Notary Public, personally appeared MINDI NUNES 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 Section is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

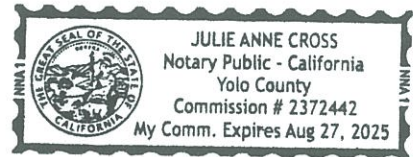


EXHIBIT A

PAI PROPERTY

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

Parcel 1:

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the GORDON GRANT (RANCHO GUESISOSI), Township 10 North, Range 1 East, Mount Diablo Base and Meridian, said County Records, and also being all of that Parcel of land as described in Book G of Deeds at Page 474, said County Records, and also being all of that Parcel of Land as described in Book 83 of Deeds at Page 514, said County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel of land as described in said Book G of Deeds at Page 474, said point also being the Northeast corner of that Parcel of Land as described in Document No. 2009-0010752-00, said County Records, said point being distant the following two (2) courses and distances from a point on the South line of said GORDON GRANT at the Southerly projection of the East line of the FAIR OAKS SUBDIVISION as shown in Book 2 of Maps at Page 59, said County Records: 1) along the South line of said GORDON GRANT, North 79°45'00" West 2,755.50 feet to the Southeast corner of said Parcel of Land; and 2) along said East line, North 01°28'00" East 81.60 feet; thence, from said POINT OF BEGINNING and along said East line the following three (3) courses and distances: 1) North 07°28'00" East 3,020.40 feet 2) North 67°57'00" East 29.04 feet; and 3) North 01°29'18" East 827.64 feet to the Northeast corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following eight (8) courses and distances: 1) North 54°46'20" West 943.80 feet; 2) North 71°16'20" West 300.30 feet; 3) North 43°38'20" West 205.92 feet; 4) North 75°08'20" West 213.84 feet; 5) North 49°21'20" West 88.44 feet; 6) North 34°21'20" West 184.80 feet; 7) North 45°44'20" West 83.16 feet; and 8) North 80°16'20" West 237.99 feet to the East line of that Parcel of Land as described 273 of Official Records at Page 64, said County Records; thence, along said East line, South 00°16'04" East 4,784.00 feet to the South line of said GORDON GRANT; thence, along said South line, South 79°45'00" East 956.89 feet to the Southwest corner of said Parcel of Land as described in said Document No. 2009-0010152-00; thence, along said West line, North 09°43'23" East 57.34 feet to the Northwest corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following three (3) courses and distances: 1) South 80°01'53" East 160.42 feet; 2) along a curve to the left concave Northerly said curve having a radius of 9,786.73 through a central angle of 3°24'02" and having an arc distance of 580.87 feet; and 3) along a curve to the right concave Southerly said curve having a radius of 9,898.27 feet through a central angle of 0°13'35" and having an arc distance of 39.10 feet to the POINT OF BEGINNING.

The basis of bearings for this description is said South line of said GORDON GRANT (RANCHO GUESISOSI), shown as North 79°45'00" West in said Book 2 of Maps at Page 59, said County Records.

APN: 025-450-005

Parcel 2:

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the CORDON GRANT (RANCHO GUESISOSI), Township 10 North, Range 1 East, Mount Diablo Base and Meridian, said County Records, and also being a portion of that Parcel of land as described in Book 39 of Deeds at Page 311, said County Records, and also being that Parcel of Land as described in Book 7527 of Official Records at Page 521, said County Records, and also being Lots 1 through 13 of the FAIR OAKS SUBDIVISION as shown in Book 2 of Maps at Page 59, said County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel of land as described in Book G of Deeds at Page 474, said County Records, said point also being the Northeast corner of that Parcel of Land as described in Document No. 2009-0010152-00, said County Records, said point being distant the following two (2) courses and distances from a point on the South line of said GORDON GRANT at the Southerly projection of the East line of said FAIR OAKS SUBDIVISION: 1) along the South line of said GORDON GRANT, North 79°45'00" West 2,755.50 feet to the Southeast Corner of said Parcel of land as described in said Book G of Deeds at Page 474; and 2) along said East line, North 01°28'00" East 81.60 feet thence, from said POINT OF BEGINNING and along said East line and its Northerly projection the following three (3) courses and distances: 1) North 01°28'00" East 3,020.40 feet; 2) North 61°57'00" East 29.04 feet; and 3) North 01°29'18" East 2,079.76 feet to the most Northerly corner of said Parcel of Land as described in said Book 1529 of Official Records at Page 521; thence, along said Northerly line of said Parcel of Land the following seven (7) courses and distances: 1) South 65°19'22" East 120.43 feet; 2) South 52°40'47" East 592.22 feet; 3) South 48°08'17" East 550.95 feet; 4) South 67°41'13" East 301.59 feet; 5) North 85°09'37" East 593.09 feet; 6) North 86°43'12" East 606.17 feet; and 7) North 85°19'11" East 1,005.93 feet to the Northeast corner of said Parcel of Land; thence, along the East line of said Parcel of Land, South 10°27'52" West 4,976.30 feet to the most Northerly corner of that Parcel of Land as described in Document No. 2003-0057378-00, said County Records; thence, along said North line, North 80°49'10" West 369.81 feet to the South line of said FAIR OAKS SUBDIVISION; thence, along said South line, North 79°45'00" West 593.72 feet to the Southeast corner of that Parcel of Land as described in Document No. 2006-0036887-00, said County Records; thence, along the East line of said Parcel of Land, North 10°20'46" East 27.84 feet to the Northeast corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following three (3) courses and distances: 1) North 79°39'14" West 137.66 feet; 2) North 79°09'16" West 967.40 feet; and 3) along a curve to the left concave Southerly said curve having a radius of 9,898.27 feet through a central angle of 04°03'10" and having an arc distance of 700.76 feet to the POINT OF BEGINNING.

The basis of bearings for this description is said South line of said GORDON GRANT (RANCHO GUESISOSI), shown as North 79°45'00" West in said Book 2 of Maps at Page 59, said County Records.

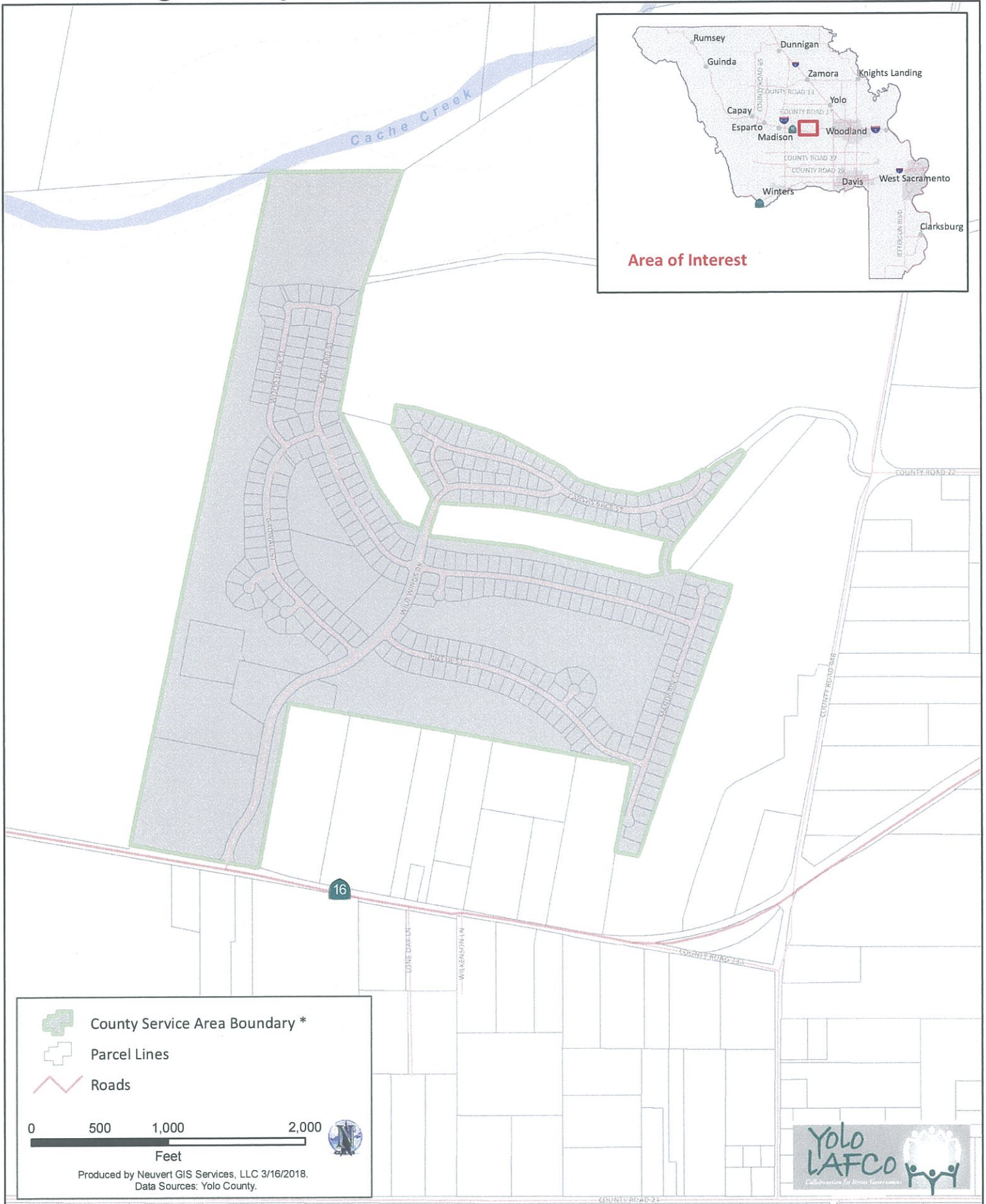
APN: 025-440-086

EXHIBIT B

CSA PROPERTY

Real property situated in the unincorporated area, County of Yolo, State of California, depicted in the attached boundary map.

Wild Wings County Service Area Boundary and Sphere of Influence



* Sphere of Influence is coterminous with Area boundary

Adopted by Yolo LAFCo July 28, 2016



EXHIBIT C
TEMPORARY WATER LINE AND ACCESS EASEMENT
(ATTACHED)

Wild Wings Proposed Temporary Easement and Pipeline Alignment for 10-inch pipe

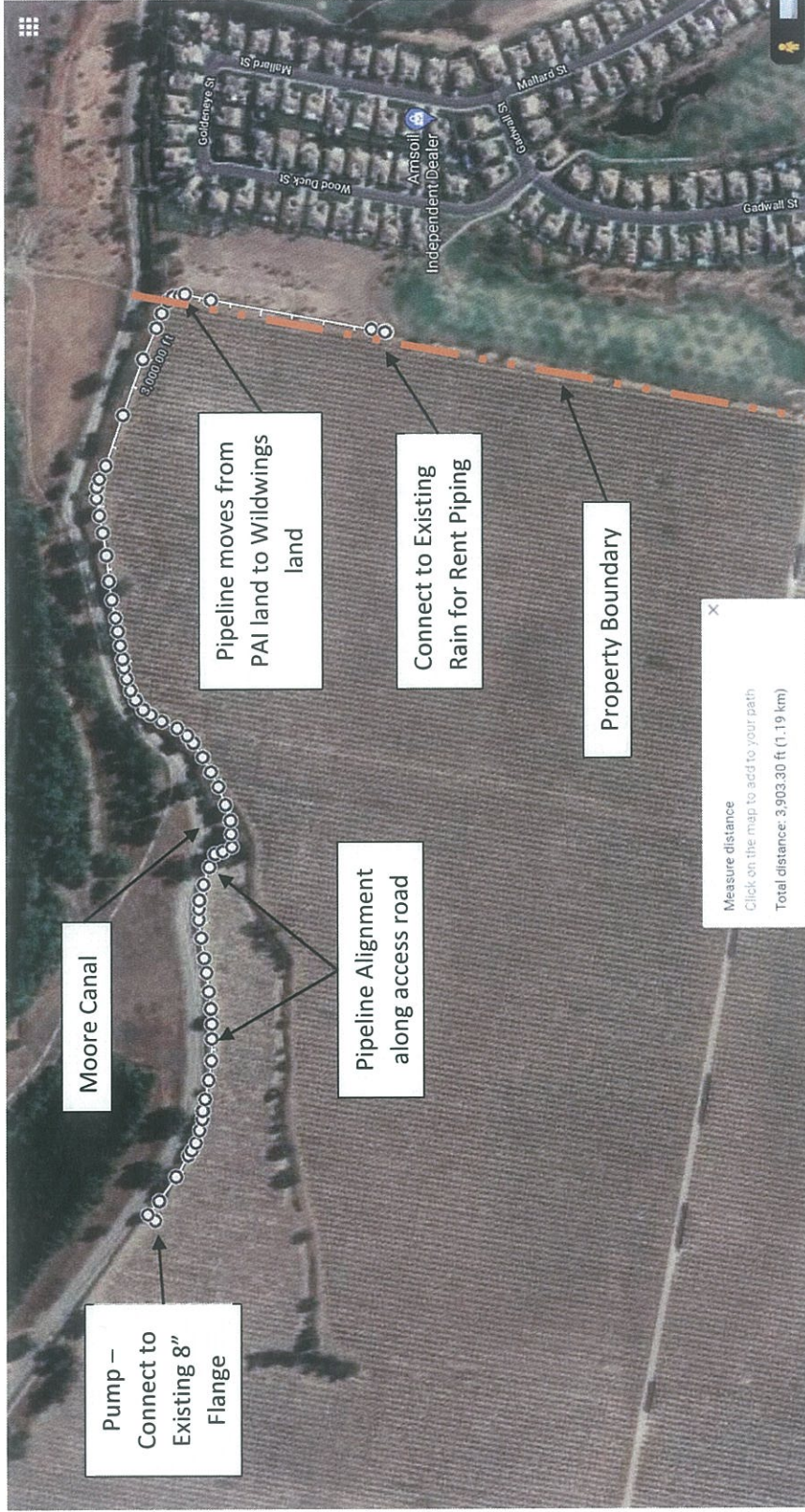


EXHIBIT D

Form of Termination Notice

Mail Tax Statements to:

PAI HAWK CREEK RANCH, LLC
c/o Prudential Agricultural Investments
7108 N. Fresno Street, Suite 400
Fresno, CA 93720

**Recording Requested By and
When Recorded Return To:**

PAI HAWK CREEK RANCH, LLC
c/o Prudential Agricultural Investments
7108 N. Fresno Street, Suite 400
Fresno, CA 93720

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

NOTICE OF TERMINATION OF TEMPORARY AGREEMENT AND EASEMENT

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$ 0 (R&T 11911 – No consideration)

XX Unincorporated Area ____ City of _____

____ Computed on full value of interest or property conveyed, or

____ Computed on full value less value of liens or encumbrances remaining at time of sale

Assessor's Parcel Nos. 025-440-086 and 025-450-005

The unrecorded Temporary Well Sharing, Water Line and Access Easement Agreement dated _____, 2021 made by and between PAI HAWK CREEK RANCH, LLC, a Delaware limited liability company and the County of Yolo [*add if a memorandum is recorded:* , a memorandum of which was recorded on _____ in the Official Records of Yolo County as Document No. _____] (“Temporary Agreement”) has terminated. That certain real property described in Exhibit A to the Temporary Agreement, attached hereto and incorporated herein by reference, which was affected by the Temporary Agreement, is hereby declared to be released from the Temporary Agreement. The termination of the Temporary Agreement shall have no effect on any other easement interests of record that the County may have in the real property described in Exhibit A to the Temporary Agreement, if any.

Dated: _____, 20____

By: _____
Name: _____
Title: _____

EXHIBIT A

PAI PROPERTY

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

Parcel 1:

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the GORDON GRANT (RANCHO GUESISOSI), Township 10 North, Range 1 East, Mount Diablo Base and Meridian, said County Records, and also being all of that Parcel of land as described in Book G of Deeds at Page 474, said County Records, and also being all of that Parcel of Land as described in Book 83 of Deeds at Page 514, said County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel of land as described in said Book G of Deeds at Page 474, said point also being the Northeast corner of that Parcel of Land as described in Document No. 2009-0010752-00, said County Records, said point being distant the following two (2) courses and distances from a point on the South line of said GORDON GRANT at the Southerly projection of the East line of the FAIR OAKS SUBDIVISION as shown in Book 2 of Maps at Page 59, said County Records: 1) along the South line of said GORDON GRANT, North 79°45'00" West 2,755.50 feet to the Southeast corner of said Parcel of Land; and 2) along said East line, North 01°28'00" East 81.60 feet; thence, from said POINT OF BEGINNING and along said East line the following three (3) courses and distances: 1) North 07°28'00" East 3,020.40 feet 2) North 67°57'00" East 29.04 feet; and 3) North 01°29'18" East 827.64 feet to the Northeast corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following eight (8) courses and distances: 1) North 54°46'20" West 943.80 feet; 2) North 71°16'20" West 300.30 feet; 3) North 43°38'20" West 205.92 feet; 4) North 75°08'20" West 213.84 feet; 5) North 49°21'20" West 88.44 feet; 6) North 34°21'20" West 184.80 feet; 7) North 45°44'20" West 83.16 feet; and 8) North 80°16'20" West 237.99 feet to the East line of that Parcel of Land as described 273 of Official Records at Page 64, said County Records; thence, along said East line, South 00°16'04" East 4,784.00 feet to the South line of said GORDON GRANT; thence, along said South line, South 79°45'00" East 956.89 feet to the Southwest corner of said Parcel of Land as described in said Document No. 2009-0010152-00; thence, along said West line, North 09°43'23" East 57.34 feet to the Northwest corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following three (3) courses and distances: 1) South 80°01'53" East 160.42 feet; 2) along a curve to the left concave Northerly said curve having a radius of 9,786.73 through a central angle of 3°24'02" and having an arc distance of 580.87 feet; and 3) along a curve to the right concave Southerly said curve having a radius of 9,898.27 feet through a central angle of 0°13'35" and having an arc distance of 39.10 feet to the POINT OF BEGINNING.

The basis of bearings for this description is said South line of said GORDON GRANT (RANCHO GUESISOSI), shown as North 79°45'00" West in said Book 2 of Maps at Page 59, said County Records.

APN: 025-450-005

Parcel 2:

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the CORDON GRANT (RANCHO GUESISOSI), Township 10 North, Range 1 East, Mount Diablo Base and Meridian, said County Records, and also being a portion of that Parcel of land as described in Book 39 of Deeds at Page 311, said County Records, and also being that Parcel of Land as described in Book 7527 of Official Records at Page 521, said County Records, and also being Lots 1 through 13 of the FAIR OAKS SUBDIVISION as shown in Book 2 of Maps at Page 59, said County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel of land as described in Book G of Deeds at Page 474, said County Records, said point also being the Northeast corner of that Parcel of Land as described in Document No. 2009-0010152-00, said County Records, said point being distant the following two (2) courses and distances from a point on the South line of said GORDON GRANT at the Southerly projection of the East line of said FAIR OAKS SUBDIVISION: 1) along the South line of said GORDON GRANT, North 79°45'00" West 2,755.50 feet to the Southeast Corner of said Parcel of land as described in said Book G of Deeds at Page 474; and 2) along said East line, North 01°28'00" East 81.60 feet thence, from said POINT OF BEGINNING and along said East line and its Northerly projection the following three (3) courses and distances: 1) North 01°28'00" East 3,020.40 feet; 2) North 61°57'00" East 29.04 feet; and 3) North 01°29'18" East 2,079.76 feet to the most Northerly corner of said Parcel of Land as described in said Book 1529 of Official Records at Page 521; thence, along said Northerly line of said Parcel of Land the following seven (7) courses and distances: 1) South 65°19'22" East 120.43 feet; 2) South 52°40'47" East 592.22 feet; 3) South 48°08'17" East 550.95 feet; 4) South 67°41'13" East 301.59 feet; 5) North 85°09'37" East 593.09 feet; 6) North 86°43'12" East 606.17 feet; and 7) North 85°19'11" East 1,005.93 feet to the Northeast corner of said Parcel of Land; thence, along the East line of said Parcel of Land, South 10°27'52" West 4,976.30 feet to the most Northerly corner of that Parcel of Land as described in Document No. 2003-0057378-00, said County Records; thence, along said North line, North 80°49'10" West 369.81 feet to the South line of said FAIR OAKS SUBDIVISION; thence, along said South line, North 79°45'00" West 593.72 feet to the Southeast corner of that Parcel of Land as described in Document No. 2006-0036887-00, said County Records; thence, along the East line of said Parcel of Land, North 10°20'46" East 27.84 feet to the Northeast corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following three (3) courses and distances: 1) North 79°39'14" West 137.66 feet; 2) North 79°09'16" West 967.40 feet; and 3) along a curve to the left concave Southerly said curve having a radius of 9,898.27 feet through a central angle of 04°03'10" and having an arc distance of 700.76 feet to the POINT OF BEGINNING.

The basis of bearings for this description is said South line of said GORDON GRANT (RANCHO GUESISOSI), shown as North 79°45'00" West in said Book 2 of Maps at Page 59, said County Records.

APN: 025-440-086