

GENERAL ACCT. THE MEADOWS

REC'D 7 PM 47 / 48-070-47

Record requested by:

HOWELL LOVELL, JR.

When recorded mail to:

Howell Lovell, Jr.
1020 Russ Building
235 Montgomery Street
San Francisco, CA 94104

81 29107

OFFICIAL RECORDS
RECORDED AT REQUEST OF

Ward J. King

OCT 23 1981
AT 2:10 PM PAST 12 O'CLOCK
NEVADA COUNTY, CALIFORNIA

B. King RECORDED

13-23

DOCUMENTARY TRANSFER TAX \$11.00 TRANS TAX PD

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
LESS EXEMPTIONS AND
LESS TRANSFER TAX AT TIME OF SALE

Ward J. King
for S.W. King Realty Co.

EASEMENT AND ROAD MAINTENANCE AGREEMENT

The E. W. HOPKINS REALTY TRUST, Samuel Hopkins, Richard S. Taylor, Gay Callan, Edwin C. Callan, and Peter O'Hara trustees; the Estate of Florence Hopkins Hills, Bank of California trustee; the Estate of Edna Hopkins Lowery, Bank of California, trustee; Gay Callan, an individual; and Candace Callan, an individual (hereinafter collectively referred to as the "Trust"), WILDWOOD, a California Corporation ("Wildwood"), and the MEADOWS ASSOCIATION, ("Association") hereby mutually agree:

Recitals of Fact

A. Wildwood is the owner of certain real property commonly known as the Meadows Subdivision ("The Meadows") located in Nevada County, State of California, described as follows:

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PARCEL B, AS SHOWN ON THE PARCEL MAP FOR INNISFREE CORPORATION, BEING A PORTION OF SECTIONS 33, TOWNSHIP 18, NORTH, RANGE 17 EAST, M.D.B. & M., AS FILED IN THE OFFICE OF THE NEVADA COUNTY RECORDER ON FEBRUARY 13, 1974, IN BOOK 7 OF PARCEL MAPS, AT PAGE 47.

B. Roads of the Meadows, which are identified on the Official Map of the Meadows ("the Map") filed in the office of the Nevada County Recorder, on August 26, 1980, in Book 6 of Subdivisions, at Page 44, and Amended on January 14, 1981, in Book 7, of Subdivisions, at Page 2, will be conveyed by Wildwood to Association upon completion who will be responsible for maintenance and repair of said roads.

C. Trust is the owner of certain real property located in Nevada County, State of California, hereinafter referred to as "Dominant Tenement", and described as follows:

ALL THAT PORTION OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 17 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTH AND EAST OF THE TRUCKEE RIVER.

EXCEPTING THEREFROM THAT PORTION THEREOF SITUATE WITHIN THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 OF NE 1/4) OF SAID SECTION 28.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF, LYING NORTHERLY AND WESTERLY OF THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED BY DEED DATED MAY 18, 1958, RECORDED AUGUST 28, 1958, IN BOOK 249 OF OFFICIAL RECORDS, AT PAGE 492, EXECUTED BY FLORENCE HOPKINS HILLS, ET AL, TO THE STATE OF CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF, LYING IN THE RIGHT OF WAY FOR RAILROAD PURPOSES, GRANTED TO THE CENTRAL PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS.

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D. Trust desires to acquire certain property rights in The Meadows.

AGREEMENT

1. Grant of Easement. For valuable consideration payable to Wildwood upon execution of this agreement and agreement for the payment of a proportionate share of the maintenance and snow removal costs and expenses as set forth in Paragraph 7, Wildwood and the Association hereby grant to Trust an easement as herein-after described.

2. Character of Easement. The easement granted herein is appurtenant to the Dominant Tenement.

3. Description of Easement. The easement granted herein is a right of way.

4. Location. The easement granted herein is located along all the roads of The Meadows, more particularly identified in the Map.

5. Use by Dominant Tenement. The easement granted herein includes the following use of The Meadows: the right of ingress and egress to the Dominant Tenement on all of the roads of The Meadows.

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6. Exclusiveness of Easement. The easement granted herein is not exclusive.

7. Maintenance and Repair.

a. Dominant Tenement and Association will each bear a proportionate share of the maintenance and snow removal costs and expenses for the roads in The Meadows. The share to be paid by the Dominant Tenement is to be computed by multiplying the resultant obtained by dividing the number of lots in the Dominant Tenement by the total number of lots in the Dominant Tenement plus the number of lots in The Meadows times the amount expended for maintenance and snow removal costs and expense.

b. The repairs and maintenance to be undertaken and performed under this Agreement includes all reasonable repairs and work necessary to maintain the roads including snow removal including the cost of insurance maintained by Association specifically to protect both Association and Dominant Tenement against any and all claims for property damage or personal injury arising out of any and all repairs and/or maintenance or snow removal activities, but specifically does not include expenses such as sewer maintenance or maintenance of equestrian trails.

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c. Trust and Association do not agree to share any liability resulting from personal injury or property damage, other than that attributable to the repair and maintenance activities undertaken pursuant to this agreement.

d. Association will proportion the costs and expenses of road maintenance and snow removal as set forth in Paragraph 7(b) upon payment of such cost or expense or at the end of each month which ever period is greater and send a bill to each lot owner of Dominant Tenement. Payment will be due within thirty (30) days of the date of the billing.

e. Upon default by any lot owner of the Dominant Tenement in payment of any road maintenance and snow removal costs or expense which are assessed, Association may send to lot owner a declaration of default and may file a lien against said property and institute foreclosure proceedings in accordance with the laws of the State of California.

8. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

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9. Governing Law. The parties hereby expressly agree that venues and jurisdiction for all matters related to the interpretation and enforcement of this Agreement, shall be in the County of Nevada, State of California.

10. Attorneys' Fees and Costs. In the event of any controversy, claim, or disputes, relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

11. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

12. Notices. All billings or notices to be sent to Dominant Tenement shall be mailed to Dominant Tenement in care of E. W. Hopkins Realty Trust, 354 Pine Street, Room 703, San Francisco, California 94104.

Any seller or assignor of any lot of Dominant Tenement shall notify Association of sale or assignment and the name and mailing address of new owner or assignee by registered U. S. Mail, return receipt requested.

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All notice required to be given to Association hereunder shall until later changed as above is Meadows Association, in care of Morley & Gughemetti, 510 Emerson, Suite 200, P. O. Box 328, Palo Alto, California 94302.

IN WITNESS WHEREOF, the parties hereto executed this instrument.

WILDWOOD
A California Corporation

Dated: 10/21, 1981

By Donald A. Fracchia
Donald A. Fracchia

MEADOWS ASSOCIATION

Dated: 10/21, 1981

By Jane Thompson
E. W. HOPKINS REALTY TRUST

Dated: 9/2, 1981

By Samuel Hopkins
Samuel Hopkins
Trustee

Dated: 9/2, 1981

By Richard S. Taylor
Richard S. Taylor
Trustee

Dated: Sept 2, 1981

By Jay Callan
Jay Callan
Trustee

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Dated: Sept 2, 1981

By Edwin C. Callan
Edwin C. Callan
Trustee

Dated: September 2, 1981

By Peter O'Hara
Peter O'Hara
Trustee

ESTATE OF FLORENCE
HOPKINS HILLS

By Bank of California, Trustee

Dated: Sept 2, 1981

By Paul L. L. L.
Trust Officer

ESTATE OF EDNA HOPKINS LOWERY

By Bank of California, Trustee

Dated: Sept. 2, 1981

By Paul L. L. L.
Trust Officer

Dated: Sept 2, 1981

By Jay Callan
Jay Callan
Individually

Dated: Sept 2, 1981

By Candace Callan
Candace Callan
Individually

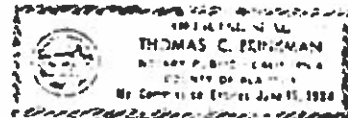
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STATE OF CALIFORNIA

County of Contra Costa
On October 21, 1981, before me, Thomas C. Brinkman
a Notary Public, in and for said State, personally appeared Donald A. Fracchia

known to me
to be the President and the Secretary of the corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

My commission expires 6-15-84 Thomas C. Brinkman
Notary Public

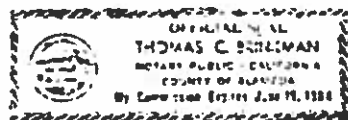


STATE OF CALIFORNIA

County of Contra Costa
On October 21, 1981, before me, Thomas C. Brinkman
a Notary Public, in and for said State, personally appeared Jack Thompson

known to me
to be the Secretary of the Association that executed the within instrument, and also known to me to be the person who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

My commission expires 6-15-84 Thomas C. Brinkman
Notary Public



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STATE OF CALIFORNIA)
) ss.
County of San Francisco)

On this 2nd day of September, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SAMUEL HOPKINS, RICHARD S. TAYLOR, PETER O'HARA, GAY CALLAN, and EDWIN C. CALLAN, identified to me as the Trustees of the E. W. HOPKINS REALTY TRUST; DONALD D. CRAWFORD, identified as a Trust Officer of the BANK OF CALIFORNIA, N.A., Trustee of the Estates of FLORENCE HOPKINS HILLS and EDNA HOPKINS LOWERY; and GAY CALLAN, in her own right, all known to me to be the persons whose names are subscribed to the within instrument and acknowledged before me that they each executed the same.

WITNESS my hand and official seal.

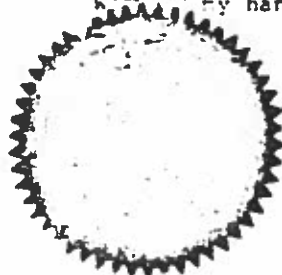


James R. Dietz
Notary Public

STATE OF OREGON)
) ss.
County of JALE)

On this 6th day of September, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CANDACE CALLAN known to me to be the person whose name is subscribed to the within instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal.



P. J. Eggen
Notary Public