



Doc # 2008009602  
 Page 1 of 23  
 Date: 5/29/2008 08:00A  
 Filed by: FIRST AMERICAN TITLE  
 Filed & Recorded in Official Records  
 of COUNTY OF LAKE  
 DOUGLAS W. WACKER  
 COUNTY RECORDER  
 Fee: \$73.00

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:

Clovander, Inc.  
 Boeger Land Investments, LLC  
 880 Second Street  
 Santa Rosa, CA 95405  
 Attention: Mr. Clint Wilson

(Space Above For Recorder's Use)

**EASEMENT AGREEMENT**  
 (Water Well and Water Lines)

This EASEMENT AGREEMENT (this "Agreement") is dated as of February 6, 2008 and entered into by and among CLOVANDER, INC., a California corporation, as an undivided 50% interest, and BOEGER LAND INVESTMENTS, LLC, a California limited liability company, as an undivided 50% interest, as tenants-in-common (collectively, "Grantor") and NORTH LAKEPORT WATER SYSTEM, INC., a California non-profit corporation ("Grantee").

**RECITALS:**

A. Grantor is the owner of that certain real property located in the County of Lake, State of California, more particularly depicted on Exhibit "A" attached hereto (the "Grantor Property"), which Grantor Property is leased to Grantee pursuant to a Ground Lease dated on or concurrently with the date of this Agreement.

B. In connection with its operation of a water treatment plant on the Grantor Property by Grantee, Grantee desires to obtain from Grantor certain easements for the installation, construction, reconstruction, use, operation and maintenance of a water well ("Well") and water drillings and water lines (collectively, "Lines"), together with access over such areas, over an additional portion of Grantor's real property, as such easements are more particularly described and depicted in Exhibit "B" attached hereto (the "Easement Areas"), and Grantor is willing to grant such easements to Grantee on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

**THIS INSTRUMENT IS FILED FOR  
 RECORD BY FIRST AMERICAN TITLE  
 COMPANY AS AN ACCOMODATION  
 ONLY. IT HAS NOT BEEN EXAMINED  
 AS TO ITS EXECUTION OR AS TO  
 ITS EFFECT ON THE TITLE.**

## A G R E E M E N T :

1. Grant of Easement. Grantor hereby grants to Grantee and the successors and assigns of Grantee that operate the water treatment plant on the Grantor Property, a perpetual and non-exclusive easement and right-of-way for the installation, construction, reconstruction, use, operation, maintenance and repair of the Well and Lines located in the Easement Areas, as well as reasonable rights of access to the Easement Areas over such portions of the Grantor real property as may be designated by Grantor from time to time.

2. Uses. The permitted uses of the easement and right-of-way granted herein shall include: (i) the right to construct, reconstruct, install, replace, remove, repair, alter, operate, maintain, inspect, utilize and otherwise use the Easement Areas for underground Lines and the Well, together with incidental appurtenances and connections in, over, under, upon, along, through and across the Easement Areas, as necessary in connection with the use, operation and maintenance of the Lines and the Well; and (ii) the exercise of rights of access, ingress and egress to, over and across the Easement Areas in connection with the construction, reconstruction, installation, replacement, removal, repair, alteration, inspection and utilization of the Lines and the Well from time to time.

3. Maintenance. Grantee, at its sole cost and expense, shall keep, maintain and repair the Well, the Lines and the Easement Areas in a neat, clean and orderly manner and free of odors, pests or other nuisances and otherwise in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations applicable to use, operation and maintenance of the Well, the Lines and the Easement Areas.

4. Relocation of Easement Areas. Notwithstanding anything to the contrary in this Agreement, in the event Grantor determines that the Easement Areas will interfere with Grantor's proposed development of the Grantor Property, then Grantor shall have the right to require Grantee to relocate the particular Easement Area, at Grantee's sole cost and expense, within one hundred twenty (120) days of receiving written notice from Grantor. Following any such relocation, Grantor and Grantee shall execute, notarize and record an amendment to this Agreement to reflect the modified description of the Easement Area.

5. Liens. Grantee shall not cause or permit any lien or encumbrance of any kind to affect the real property of Grantor in connection with its use of the Well, the Lines or the Easement Areas. If any lien or encumbrance shall be filed, or claim of lien made, for work or materials furnished at the request of or on behalf of Grantee or its employees, agents, contractors or representatives, Grantee shall, at its sole cost and expense, within twenty (20) days after it becomes aware of the filing of the lien, either fully discharge the lien by settling the claim which resulted in the lien or bond or insure over the lien in the manner prescribed by applicable law. If Grantee fails to discharge or bond or insure over the lien, then, in addition to any other right or remedy of the Grantor at law or in equity, Grantor may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses actually incurred by Grantor in connection therewith, shall be payable by Grantee to Grantor on demand.

6. Insurance.

(a) Grantee shall obtain and maintain during the term of this Agreement commercial general liability insurance with a combined single limit for personal injury and property damage in an amount not less than \$2,000,000 each occurrence and in the aggregate. Such insurance shall also be endorsed to provide that it may not be canceled or altered in such a manner as adversely to affect the coverage afforded thereby without thirty (30) days' prior written notice to Grantor.

(b) Grantee shall deliver to Grantor, upon request, certificates evidencing the required insurance or, at the option of Grantor, copies of such policies with endorsements, and at least thirty (30) days prior to the expiration of such policy or any renewal thereof, Grantee shall deliver to Grantor replacement or renewal binders, followed by copies of such policies. Grantee shall have the right to provide all insurance coverage required herein pursuant to blanket policies so long as such coverage is expressly afforded by such policies for the location which is the Easement Areas. All insurance shall be written by carriers which are admitted in California and which have a rating by A.M. Best Insurance Service, or its successor, of at least "A-/VII" or equivalent. Grantee's insurance required hereunder shall be primary and not contributory to that carried by Grantor. Grantor shall be named as an additional insured on Grantee's insurance policies required hereunder.

7. Indemnity. Grantee shall defend, indemnify, protect and hold harmless Grantor and its partners, trustees, managers, members, parent or subsidiary corporations, directors, officers, agents, representatives, employees, successors and assigns from and against all losses, liabilities, damages, claims, actions, proceedings, lawsuits, judgments, orders, penalties, fines, costs or expenses, including reasonable attorneys', accounting, expert witness and other fees and expenses in connection with loss of or damage to property or death or injury to persons (collectively, the "Losses") arising from, relating to, or in connection with (a) the use, operation, maintenance or repair of the Well, the Lines and/or the Easement Areas by Grantee or its agents, employees, contractors or representatives, or (b) Grantee's breach of this Agreement. Notwithstanding anything in the preceding sentence to the contrary, the indemnification obligation outlined in this paragraph shall not apply to Losses to the extent caused by or arising out of the gross negligence or willful misconduct of Grantor. The indemnification obligations set forth in this paragraph shall survive any termination of this Agreement.

8. Hazardous Materials. Grantee shall strictly comply with all statutes, laws, ordinances, rules, regulations, and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the release, threatened release, use, generation, storage, handling or disposal of hazardous materials in connection with the use of the Well, the Lines and the Easement Areas. Grantee shall not cause or permit, or allow anyone else using the Easement Areas pursuant to the rights granted hereunder to cause or permit, any hazardous materials to be released, used, generated, stored, handled or disposed of on or about the Easement Areas.

9. Runs with the Land. The provisions of this Agreement are intended to run with the land for the benefit of Grantee and the successors and assigns of Grantee that operate a water

treatment plant on the Grantor Property. When any real property interest in the Easement Areas is conveyed, such interest shall be subject to the provisions of this Agreement. It is acknowledged and agreed that Grantee shall have the right to assign the easement rights hereunder to any public entity with jurisdiction designated or created for the purposes set forth herein; provided that any such successor to Grantee shall be expressly subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, if a water treatment plant ceases to be used on the Grantor Property for more than one (1) year for reasons other than a casualty, the easement rights granted herein shall automatically cease and terminate without any further documentation required by the parties; provided that in such event, Grantee (or its successor or assign contemplated herein) shall promptly execute and record a quitclaim deed quitclaiming any and all rights hereunder if requested by Grantor.

10. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of California.

11. Subject To. The easement rights herein are subject to all covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record.

12. Non-Exclusive. The easement rights granted herein are non-exclusive, and Grantor reserves the right to grant other easement rights in and to the Easement Areas, provided that such easement rights shall not substantially interfere with the easement rights granted hereunder. In addition, it is understood and agreed that the easements and right-of-way granted herein are acquired subject to the rights of Grantor to use the Easement Areas for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easements as provided herein.

13. Severability. Invalidation of any one or a portion of the provisions in this Agreement by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

14. Counterparts. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

15. Amendment. This Agreement may be modified or amended in whole or in part only by an instrument in writing executed by Grantee and the owner of the Easement Areas. Any modification or amendment of this Agreement shall become effective only upon recording the same in the Official Records.

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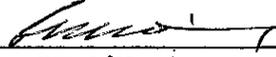
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

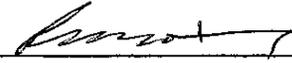
"Grantee":

NORTH LAKEPORT WATER SYSTEM, INC.,  
a California non-profit corporation

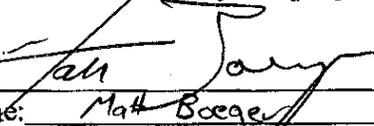
By:   
Name: RW O'Neel  
Title: President

"Grantor":

CLOVANDER, INC.,  
a California corporation

By:   
R.W. O'Neel, President

BOEGER LAND INVESTMENTS, LLC,  
a California limited liability company

By:   
Name: Matt Boeger  
Title: Member

ACKNOWLEDGMENT

State of California )  
County of ~~Orange~~ BUTTE )

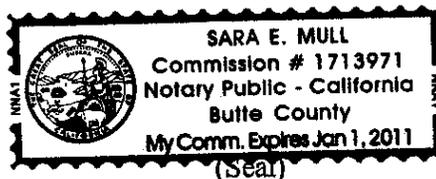
On MAY 5, 2008, before me, SARA E. MULL, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared MATTHEW BOEIER,  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sara E. Mull*



ACKNOWLEDGMENT

State of California )  
County of ~~Orange~~ Sonoma )

On May 6, 2008, before me, LQ Hudson, Notary Public  
(insert name and title of the officer)

personally appeared RW O'Neel,  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *LQ Hudson*

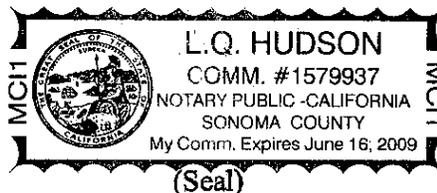




EXHIBIT R2

A twenty five foot (25.00') wide easement for an access roadway and waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to RH Venture LP, filed October 07, 2005, as Document Number 2005-030124, Lake County Records, said easement centerline being more particularly described as follows:

Beginning at a point on the Southerly boundary line of said lands of RH Ventures LP, said point bearing South 88°55'58" East, 107.44 feet from that 1/2" rebar tagged PLS 4206 as shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, said rebar bearing South 88°55'58" East' 5.00 feet from the Southwest corner of those lands conveyed to RH Ventures LP. by that Grant Deed filed October 7, 2005, as Document Number 2005-030124; thence North 42°09'04" West 16.33 feet; thence along a curve to the left with a radius of 100.00 feet, through a central angle of 14°44'44", an arc length of 25.74 feet; thence North 56°53'48" West, 96.80 feet to a point on the Westerly boundary line of said lands of RH Ventures LP, said point bears North 00°36'37" East, 79.55 feet from the Southwest corner of said lands.

The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27, 28 & 29. The sidelines of said 25 foot easement to be expanded and/or contracted to intersect each other and the boundary lines of said lands of RH Ventures and all the other easements which this easement comes into contact with.

  
Richard A. Barber, Duke  
L.S. 7588



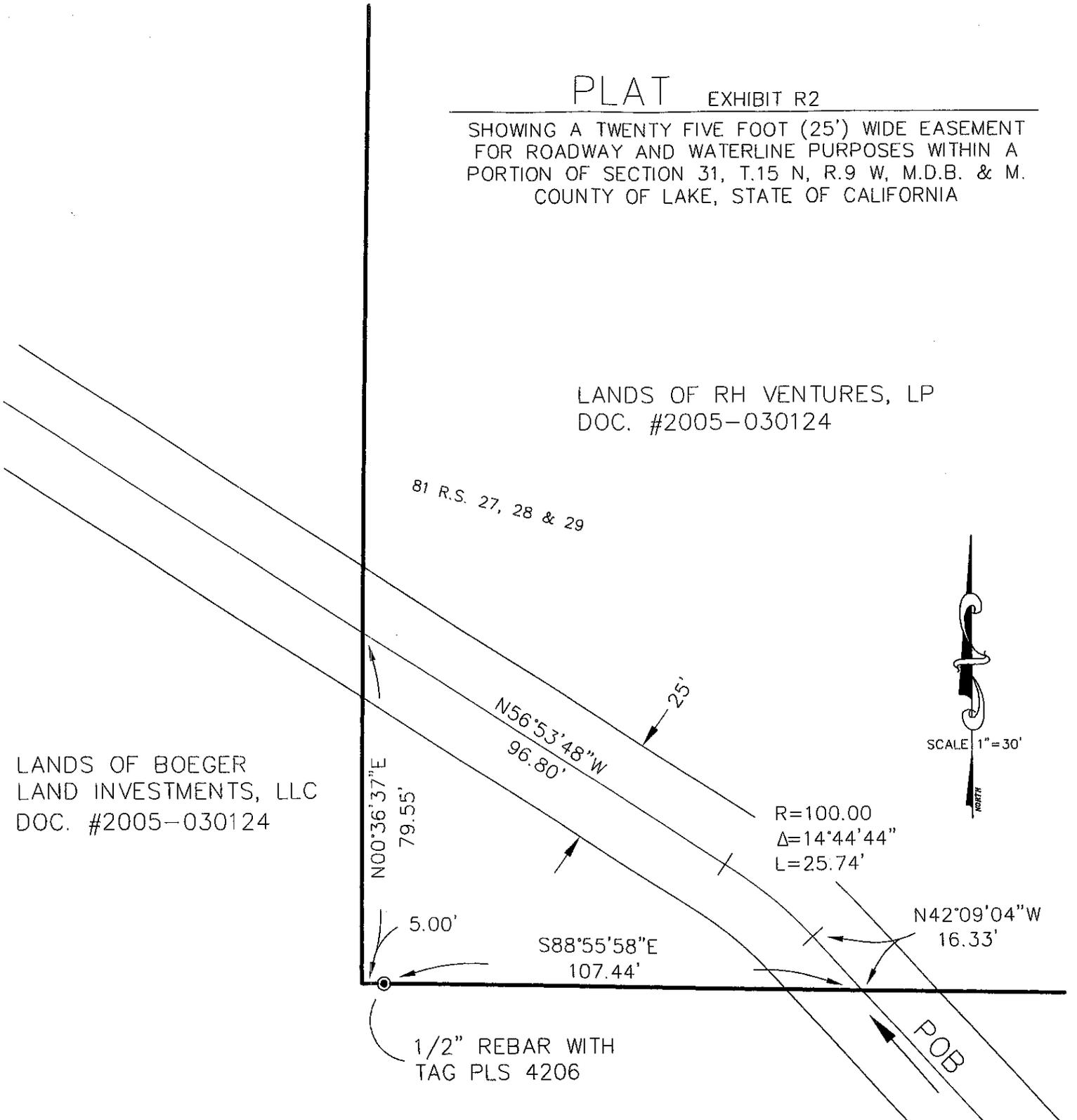
PLAT EXHIBIT R2

SHOWING A TWENTY FIVE FOOT (25') WIDE EASEMENT  
FOR ROADWAY AND WATERLINE PURPOSES WITHIN A  
PORTION OF SECTION 31, T.15 N, R.9 W, M.D.B. & M.  
COUNTY OF LAKE, STATE OF CALIFORNIA

LANDS OF RH VENTURES, LP  
DOC. #2005-030124

81 R.S. 27, 28 & 29

LANDS OF BOEGER  
LAND INVESTMENTS, LLC  
DOC. #2005-030124



1/2" REBAR WITH  
TAG PLS 4206

  
RICHARD A. BARBER, DUKE  
L.S. 7588



## EXHIBIT R3

A twenty five foot (25.00') wide easement for an access roadway and waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May 01, 2007, as Document Number 2007-010682, Lake County Records, said easement centerline being more particularly described as follows:

Beginning at a point hereby called "POINT T" said point bearing South 78°59'14" West, 1324.67 feet from the 2" I.P. as shown on the Northerly boundary line of the Easterly portion of said lands, said 2" I.P. being noted as "MONUMENT HE" shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records; thence North 41°47'03" West, 106.32 feet; thence North 55°48'23" West, 121.54 feet; thence North 62°51'44" West, 120.89 feet; thence North 75°30'18" West, 227.91 feet; thence North 72°06'16" West, 195.12 feet; thence North 73°41'06" West, 158.24 feet; to a point hereby called "POINT I", said point bearing South 58°22'56" East, 531.04 feet from that 1/2" rebar tagged PLS 4206 as show on said map bearing South 88°55'58" East, 5.00 feet from the Southwest corner of those lands conveyed to RH Ventures LP, by that Grant Deed filed October 7, 2005, as document Number 2005-030124, Lake County Records; thence continuing along the centerline of said twenty five foot easement, North 62°12'09" West, 113.81 feet; thence along a curve to the right with a radius of 200.00 feet, through an included angle of 14°29'15", an arc length of 50.57 feet; thence North 47°42'55" West, 205.59 feet; thence North 42°09'04" West, 75.59 feet to a point on the Northerly boundary line of said lands of Boeger Land Investments, said point bearing South 88°55'58" East, 107.44 feet from that said 1/2" rebar tagged PLS 4206 shown on said map; thence leaving said easement centerline, North 88°55'58" West, along the Southerly boundary line of said lands of RH Ventures LP, 112.44 feet to the Southwest corner of said lands; thence North 00°36'37" East, along the Westerly boundary line of said lands of RH Ventures, 79.55 feet to a point on the center line of said twenty five foot wide easement, thence continuing along said centerline and leaving said boundary line, North 56°53'48" West, 100.34 feet; thence North 53°10'22" West, 54.03 feet; thence along a curve to the right with a radius of 500.00 feet, through a central angle of 13°57'39", an arc length of 121.83 feet; thence North 39°12'43" West, 65.89 feet; thence North 43°37'59" West, 88.97 feet; thence along a curve to the left with a radius of 125.00 feet, through a central angle of 37°29'33", an arc length of 81.80 to a point hereby called "POINT B", said point bearing North 44°15'47" West, 563.64 feet from said 1/2" rebar tagged PLS 4206.

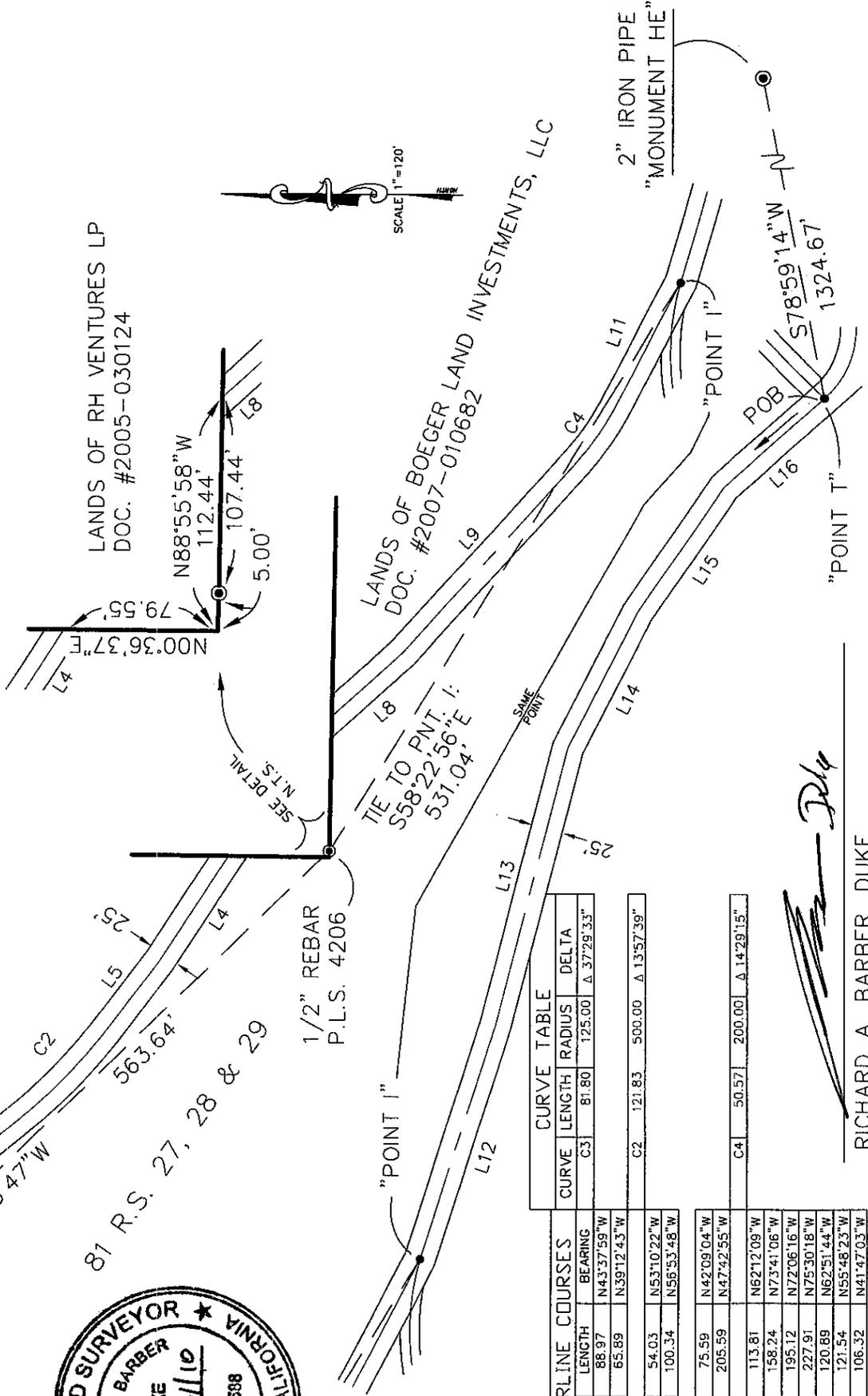
The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27, 28 & 29. The sidelines of said 25 foot easement to be expanded and/or contracted to intersect each other and the boundary lines of said lands of RH Ventures and all the other easements which this easement comes into contact with.

  
Richard A. Barber, Duke  
L.S. 7588



# PLAT EXHIBIT R3

SHOWING A TWENTY FIVE FOOT (25') WIDE FOR  
ROADWAY AND WATERLINE PURPOSES WITHIN  
SECTION 31, T.15 N, R.9 W, M.D.B. & M.  
COUNTY OF LAKE, STATE OF CALIFORNIA



CENTERLINE COURSES				CURVE TABLE			
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	
L7	88.97	N43°37'59"W	C3	81.80	125.00	Δ 37°29'33"	
L6	65.89	N39°12'43"W					
L5	54.03	N53°10'22"W	C2	121.83	500.00	Δ 13°57'39"	
L4	100.34	N56°53'48"W					
L8	75.59	N42°09'04"W					
L9	205.59	N47°42'55"W	C4	50.57	200.00	Δ 14°29'15"	
L10	113.81	N62°12'09"W					
L11	158.24	N73°41'06"W					
L12	195.12	N72°06'16"W					
L13	227.91	N75°30'18"W					
L14	120.89	N62°51'44"W					
L15	121.54	N55°48'23"W					
L16	106.32	N41°47'03"W					

*Richard A. Barber*  
 RICHARD A. BARBER, DUKE  
 L.S. 7588

EXHIBIT R4

A twenty foot (20.00') wide easement for an access roadway and waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May 01, 2007, as Document Number 2007-010682, Lake County Records, said easement centerline being more particularly described as follows:

Beginning at a point hereby called "POINT T" said point bearing South 78°59'14" West, 1324.67 feet from the 2" I.P. as shown on the Northerly boundary line of the Easterly portion of said lands, said 2" I.P. being noted as "MONUMENT HE" shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records; thence North 44°42'37" East, 64.77 feet; thence North 32°52'29" East, 74.03 feet; thence North 06°27'01" East, 83.54 feet; thence North 20°11'22" West, 139.71 feet; thence along a curve to the left with a radius of 200.00 feet, through a central angle of 111°14'18", an arc length of 388.30 feet; thence South 88°57'04" East, 14.97 feet; thence North 50°06'27" East, 23.42 feet; to a point hereby called "POINT Q", said point bearing North 71°03'52" West, 1087.92 feet from said 2" I.P. noted as "MONUMENT HE".

Together with and made a part thereof all, that portion described as follows: Beginning at said "POINT Q"; thence North 45°19'02" East, 10.47 feet to a point on the North boundary line of said lands of Boeger Land Investments, said point being the True Point of Beginning; thence North 88°57'04" West, along said Northerly line, 45.00 feet; thence leaving said boundary line South 01°02'56" West, 32.85 feet; thence South 88°57'04" East, 45.00 feet; thence North 01°02'56" East, 32.85 feet to the True Point of Beginning.

The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27, 28 & 29. The sidelines of said 20 foot easement to be expanded and/or contracted to intersect each other and all other easements which this easement comes into contact with.

  
Richard A. Barber, Duke  
L.S. 7588



# PLAT EXHIBIT R4

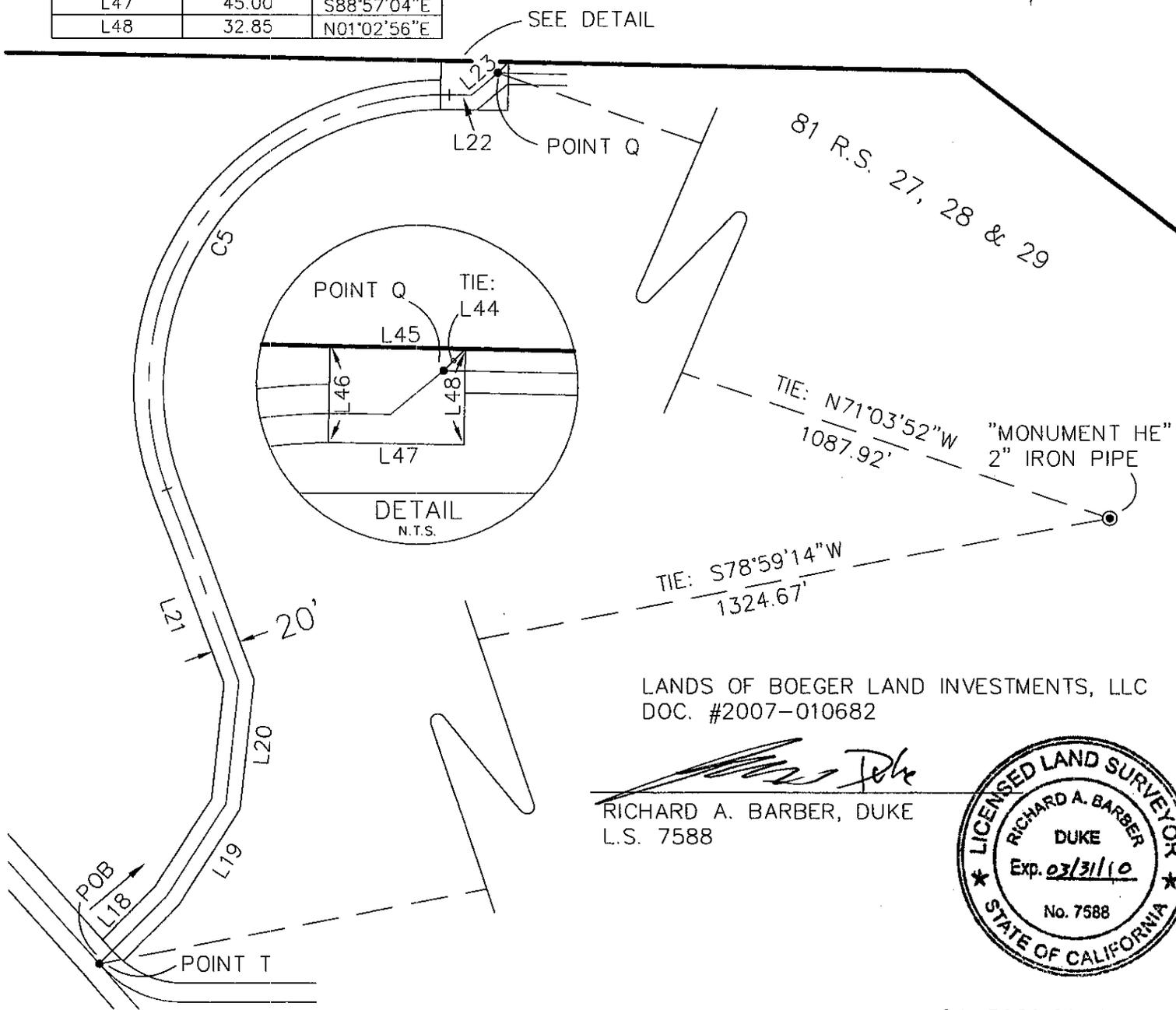
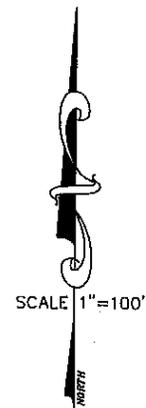
SHOWING A 20 FOOT (20') FOR ROADWAY AND WATERLINE  
PURPOSES WITHIN A PORTION OF SECTION 31, T.15 N, R.9 W, M.D.B.  
& M. COUNTY OF LAKE, STATE OF CALIFORNIA

CENTERLINE COURSES		
LINE	DISTANCE	BEARING
L18	52.38	N42°39'26"E
L19	74.03	N32°52'29"E
L20	83.54	N06°27'01"E
L21	139.78	N20°11'22"W
L22	14.97	S88°57'04"E
L23	23.42	N50°06'27"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C5	388.30	200.00	Δ 111°14'18"

TOGETHER WITH

TIE: L44	10.47	N45°19'02"E
L45	45.00	N88°57'04"W
L46	32.85	S01°02'56"W
L47	45.00	S88°57'04"E
L48	32.85	N01°02'56"E



LANDS OF BOEGER LAND INVESTMENTS, LLC  
DOC. #2007-010682

*Richard A. Barber*  
RICHARD A. BARBER, DUKE  
L.S. 7588

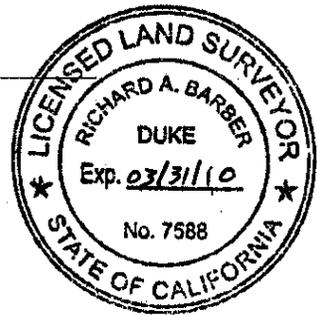
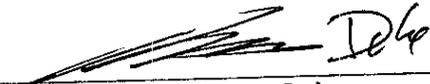


EXHIBIT R5

A fifteen foot (15.00') wide easement for an access roadway and waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May 01, 2007, as Document Number 2007-010682, Lake County Records, said easements centerline being more particularly described as follows:

Commencing at the 2" I.P. as shown on the Northerly boundary line of the Easterly portion of said lands, said 2" I.P. being noted as "MONUMENT HE" shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records; thence North 75°59'04" West, along said Northerly boundary line, 90.81 feet; thence leaving said Northerly boundary line South 21°35'56" West, 52.09 feet to the True Point of Beginning; thence North 29°19'00" West, 41.38 feet; thence North 76°08'29" West, 114.54 feet; thence North 80°38'01" West, 111.49 feet; thence North 58°02'43" West, 274.09 feet; thence North 48°06'08" West, 220.96 feet; thence North 88°57'04" West, 283.31 feet; to a point hereby called "POINT Q", said point bearing North 71°03'52" West, 1087.92 feet from said 2" I.P. noted as "MONUMENT HE".

The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27,28 & 29. The sidelines of said 15 foot easement to be expanded and/or contracted to intersect each other and all other easements which this easement comes into contact with.

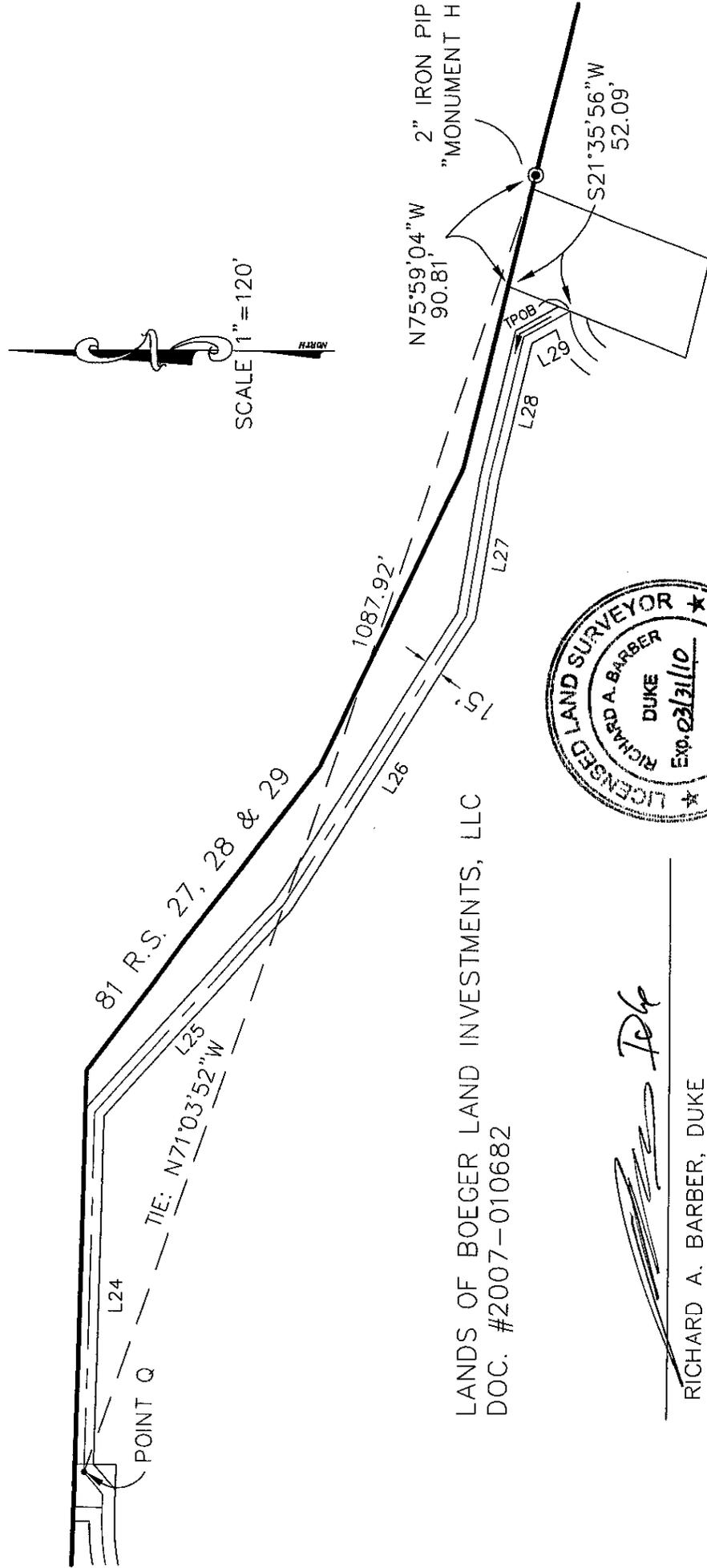
  
Richard A. Barber, Duke  
L.S. 7588



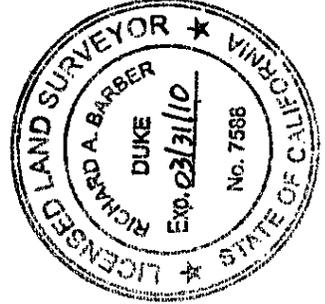
# PLAT EXHIBIT R5

SHOWING A 15 FOOT (15') WIDE EASEMENT FOR ROADWAY AND WATERLINE PURPOSES WITHIN A PORTION OF SECTION 31, T.15 N, R.9 W, M.D.B. & M. COUNTY OF LAKE, STATE OF CALIFORNIA

CENTERLINE COURSES		
LINE	LENGTH	BEARING
L24	283.31	N88°57'04"W
L25	220.96	N48°06'08"W
L26	274.09	N58°02'43"W
L27	111.49	N80°38'01"W
L28	114.54	N76°08'29"W
L29	41.38	N29°19'00"W



LANDS OF BOEGER LAND INVESTMENTS, LLC  
 DOC. #2007-010682



*Richard A. Barber*

RICHARD A. BARBER, DUKE  
 L.S. 7588

EXHIBIT R6

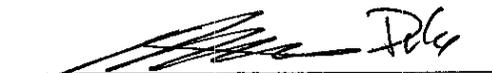
A twenty five foot (25.00') wide temporary easement for an access roadway lying across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May 01, 2007, as Document Number 2007-010682, Lake County Records, said easement centerline being more particularly described as follows:

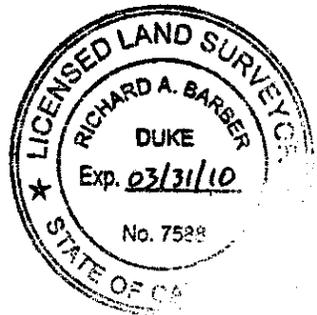
Commencing at the 2" I.P. as shown on the Northerly boundary line of the Easterly portion of said lands, said 2" I.P. being noted as "MONUMENT HE" shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records; thence North 75°59'04" West, along said Northerly boundary line, 90.81 feet; thence leaving said Northerly boundary line South 21°35'56" West, 52.09 feet to the True Point of Beginning; thence along a curve to the left from a tangent bearing North 89°28'10" West, with a radius of 45.00 feet, through a central angle of 59°37'38", an arc length of 46.83 feet; thence South 30°54'12" West, 259.31 feet; thence along a curve to the right with a radius of 50.00 feet, through a central angle of 62°03'39", an arc length of 54.16 feet; thence North 87°02'09" West, 179.66 feet; thence along a curve to the right with a radius of 300.00 feet, through a central angle of 16°13'52", an arc length of 84.99 feet; thence North 70°48'17" West, 110.91 feet; thence along a curve to the left with a radius of 150.00 feet, through a central angle of 36°41'44", an arc length of 96.07 feet; thence South 72°29'58" West, 36.08 feet; thence along a curve to the right with a radius of 100.00 feet, through a central angle of 16°16'04", an arc length of 28.39 feet; thence South 88°46'02" West, 53.45 feet; thence along a curve to the right with a radius of 100.00 feet, through a central angle of 15°48'12", an arc length of 27.58 feet; thence North 75°25'45" West, 35.07 feet; thence along a curve to the left with a radius of 150.00 feet, through a central angle of 40°37'18", an arc length of 106.35 feet; thence South 63°56'57" West, 47.62 feet; thence along a curve to the right with a radius of 100.00 feet, through a central angle of 25°49'53", an arc length of 45.08 feet; thence South 89°46'49" West, 90.43 feet; thence along a curve to the right with a radius of 75.00 feet, through a central angle of 48°26'08", an arc length of 63.40 feet to a point hereby called "POINT T", said point bearing South 78°59'14" West, 1324.67 feet from said 2" I.P. noted as "MONUMENT HE".

The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27, 28 & 29. The sidelines of said 25 foot easement to be expanded and/or contracted to intersect each other and all other easements which this easement comes into contact with.

THIS EASEMENT SHALL GO INTO EFFECT ON Recordation

THIS EASEMENT SHALL EXPIRE ON Specific Termination

  
Richard A. Barber, Duke  
L.S. 7588



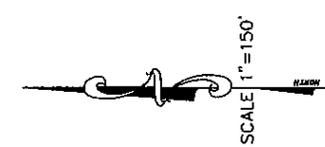
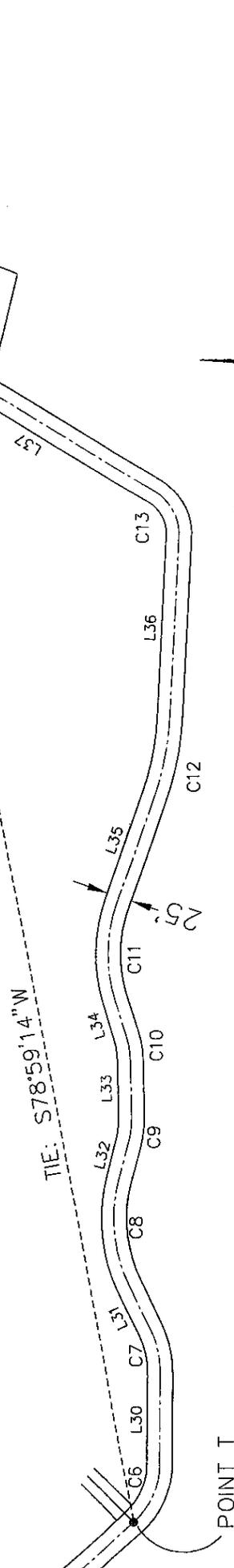
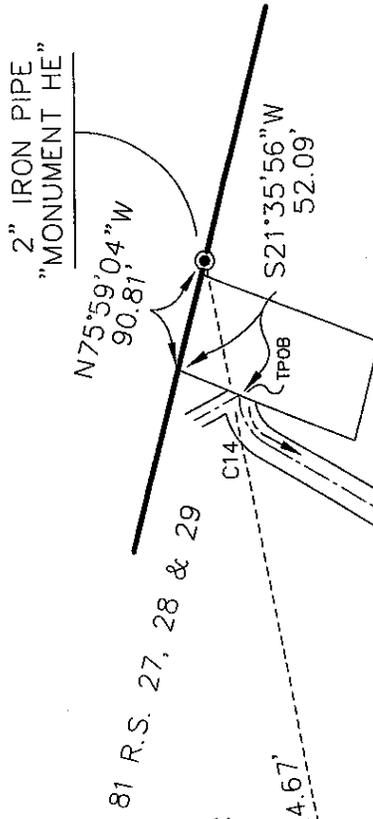
# PLAT EXHIBIT R6

SHOWING THE LOCATION OF A TWENTY FIVE FOOT (25') WIDE TEMPORARY EASEMENT FOR ROADWAY PURPOSES WITHIN A PORTION OF SECTION 31, T.15 N, R.9 W, M.D.B. & M. COUNTY OF LAKE, STATE OF CALIFORNIA

CENTERLINE COURSES

CURVE TABLE			TANGENTS			
CURVE	LENGTH	RADIUS	DELTA	LINE	DISTANCE	BEARING
C6	63.40	75.00	Δ 48°26'08"	L30	90.43	S89°46'49"W
C7	45.08	100.00	Δ 25°49'53"	L31	47.62	S63°56'57"W
C8	106.35	150.00	Δ 40°37'18"	L32	35.07	N75°25'45"W
C9	27.58	100.00	Δ 15°48'12"	L33	53.45	S88°46'02"W
C10	28.39	100.00	Δ 16°16'04"	L34	36.08	S72°29'58"W
C11	96.07	150.00	Δ 36°41'44"	L35	110.91	N70°48'17"W
C12	84.99	300.00	Δ 16°13'52"	L36	179.66	N87°02'09"W
C13	54.16	50.00	Δ 62°03'39"	L37	259.31	S30°54'12"W
C14	46.83	45.00	Δ 59°37'38"			
TANGENT BEARING: N82°28'10"W						

LANDS OF BOEGER LAND INVESTMENTS, LLC  
DOC. #2007-010682



*Richard A. Barber*  
RICHARD A. BARBER, DUKE  
L.S. 7588

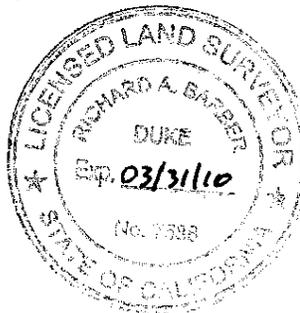
EXHIBIT R7

A fifteen foot (15.00') wide easement for waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Kitty Loberg, filed February 22, 2005, as Document Number 2005-004807, Lake County Records, said easement centerline being more particularly described as follows:

Commencing at the 1/2" I.P. with a 1/2" rebar capped LS 7588 set inside, as shown on that map filed February 22, 2007, in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records, said I.P. being on the Northeasterly Right-of-Way line of Lakeshore Blvd. at the Northerly terminus of that course shown as N32°36'22"W, 163.82' per said map; thence North 40°36'21" West along said Right-of-Way line, 471.39 feet to the True Point of Beginning; thence leaving said Right-of-Way line, North 49°50'25" East, 201.52 feet to a point on the Easterly boundary line of said lands of Loberg, said point bearing North 37°47'45" West, along said boundary line, 47.71 feet from the Southerly terminus of said Boundary line, said terminus point being a 1/2" rebar tagged RCE 14961 as shown on said Record of Survey map.

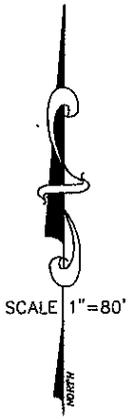
The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27,28 & 29. The sidelines of said 15 foot easement to be expanded and/or contracted to intersect each other the boundary lines of said lands of Loberg and all other easements which this easement comes into contact with.

  
Richard A. Barber, Duke  
L.S. 7588



# PLAT EXHIBIT R7

SHOWING A FIFTEEN FOOT (15') WIDE EASEMENT  
FOR WATERLINE PURPOSES WITHIN SECTION 31,  
T.15 N, R.9 W, M.D.B. & M.  
COUNTY OF LAKE, STATE OF CALIFORNIA



81 R.S. 27, 28 & 29

N49°50'25"E  
201.52'

N37°47'45"W  
47.71'

1/2" REBAR WITH  
TAG, RCE 14961

LANDS OF BOEGER LAND INVESTMENTS,  
DOC. #2007-010682

LANDS OF LOBERG  
DOC. #2005-004807

N40°36'21"W  
LAKESHORE BLVD

471.39'

  
RICHARD A. BARBER, DUKE  
L.S. 7588



1/2" REBAR WITH  
CAP, LS 7588  
SET IN 1/2" IRON PIPE

N32°36'22"W  
163.82'

EXHIBIT R8

A fifteen foot (15.00') wide easement for waterline purposes to and from all existing and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair and operation of said facilities and all appurtenances thereto lying over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May, 01, 2007, as Document Number 2007-010682, Lake County Records, said easement centerline being more particularly described as follows:

Commencing at a 1/2" rebar tagged RCE 14961, as shown on that map filed February 22, 2007, in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records, said rebar being on the Northeasterly boundary line of those lands described by that Grant Deed to Kitty Loberg, filed February 22, 2005, as Document Number 2005-004807, Lake County Records, said rebar being the southerly terminus of that course shown as N37°47'45"W, 435.00' per said map; thence North 37°47'45" West, along said boundary line, 47.71 feet to the True Point of Beginning; thence leaving said boundary line, North 49°50'25" East, 234.01 feet; thence North 46°38'12" East, 327.34 feet; thence along a curve to the right with a radius of 200.00 feet, through a central angle of 59°40'42", an arc length of 208.32 feet to a point hereby called "POINT I", said point bearing South 58°22'56" East, 531.04 feet from that 1/2" rebar tagged PLS 4206 as show on said map bearing South 88°55'58" East 5.00 feet from the Southwest corner of those lands conveyed to RH Ventures LP, by that Grant Deed filed October 7, 2005, by document Number 2005-030124, Lake County Records.

The Basis of Bearings for this description is identical to that of said map filed in Book 81 R.S. 27,28 & 29. The sidelines of said 15 foot easement to be expanded and/or contracted to intersect each other the boundary lines of said lands of Loberg and all other easements which this easement comes into contact with.

  
Richard A. Barber, Duke  
L.S. 7588



LANDS OF RH VENTURES, LP  
DOC. #2005-030124

1/2" REBAR WITH  
TAG PLS 4206

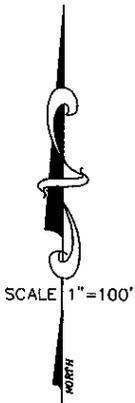
TIE: N58°22'56"W  
531.04'

# PLAT EXHIBIT R8

SHOWING A FIFTEEN FOOT (15') WIDE EASEMENT  
FOR WATERLINE PURPOSES WITHIN SECTION 31,  
T.15 N, R.9 W, M.D.B. & M.  
COUNTY OF LAKE, STATE OF CALIFORNIA

"POINT I"

R=200.00  
Δ=59°40'42"  
L=208.32'



SCALE 1"=100'

N46°39'17"E  
327.34'

15'

LANDS OF BOEGER LAND INVESTMENTS, I  
DOC. #2007-010682

N37°47'45"W  
435.00'

TPOB N49°50'25"E  
234.01'

N37°47'45"W  
47.71'

1/2" REBAR WITH  
TAG, RCE 14961

81 R.S. 27, 28 & 29

LANDS OF LOBERG  
DOC. #2005-004807

RICHARD A. BARBER, DUKE  
L.S. 7588



EXHIBIT W

An easement for all water well, water drilling and waterline purposes, to and from all existing sources and destinations and future water extraction, treatment and storage facilities, for installation, construction, reconstruction, maintenance, repair, and operation of said facilities, and appurtenances thereto, over, under and across all that portion of Section 31, T.15 N, R.9 W, M.D.B. & M, County of Lake, State of California, within those lands described by that Grant Deed to Boeger Land Investments, LLC, filed May 01, 2007, as Document Number 2007-010682, Lake County Records, being more particularly described as follows:

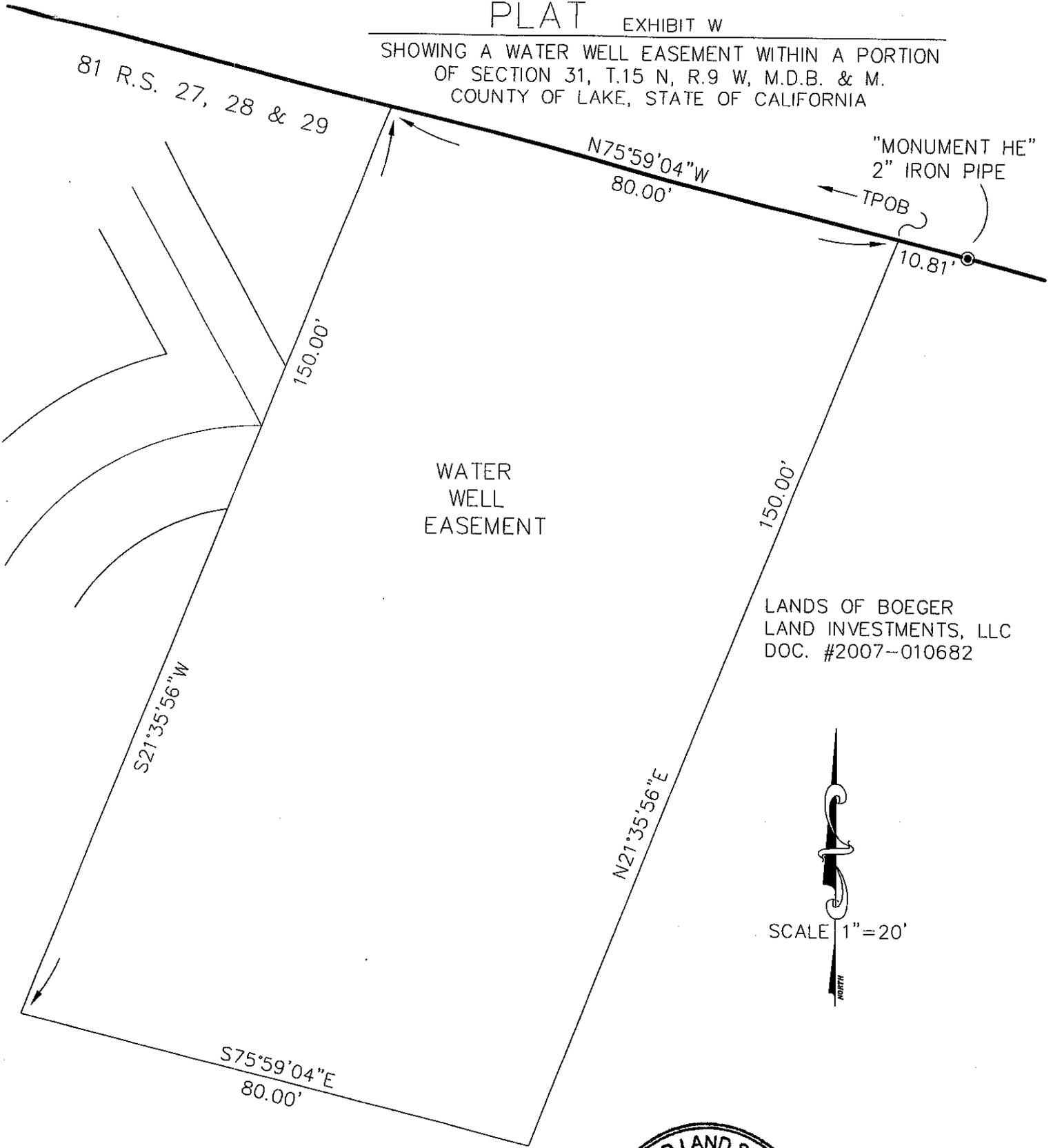
Commencing at the 2" I.P. as shown on the Northerly boundary line of the Easterly portion of said lands, said 2" I.P. being noted as "MONUMENT HE" shown on that map filed February 22, 2007 in Book 81 of Record of Surveys, Pages 27, 28 & 29, Lake County Records; thence North 75°59'04" West, along said Northerly boundary line, 10.81 feet to the True Point of Beginning; thence continuing along said boundary line North 75°59'04" West, 80.00 feet; thence leaving said Northerly boundary line South 21°35'56" West, 150.00 feet; thence South 75°59'04" East, 80.00 feet; thence North 21°35'56" East, 150.00 feet to the True Point of Beginning.

  
Richard A. Barber, Duke  
L.S. 7588

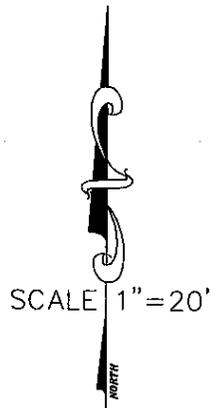


PLAT EXHIBIT W

SHOWING A WATER WELL EASEMENT WITHIN A PORTION  
OF SECTION 31, T.15 N, R.9 W, M.D.B. & M.  
COUNTY OF LAKE, STATE OF CALIFORNIA



LANDS OF BOEGER  
LAND INVESTMENTS, LLC  
DOC. #2007-010682



*[Signature]*  
RICHARD A. BARBER, DUKE  
L.S. 7588

