LIBER 2794 PAGE 70

39977

LEASE AND CONTRACT FOR SALE

THIS AGREEMENT, made this 1 day of Jan, 1956, by and between LAURENCE CURTOLA and FREDERICKA CURTOLA of Diablo, California, hereinafter called "Party of the First Part," and DIABLO COUNTRY CLUB, a California corporation, hereinafter called "Party of the Second Part,"

W I T N E S S E T H:

That for and in consideration of the covenants and agreements on the part of the Party of the Second Part herein contained, Party of the First Part agrees to lease to Party of the Second Part, and Party of the Second Part agrees to lease from Party of the First Part, from the 1st day of December, 1955, until February 1, 1958, that certain real property situate in Contra Costa County, State of California, known as Diablo Country Club, described in Exhibit A hereto attached and made a part hereof, together with all the buildings and improvements thereon, and all and singular, the tenements, hereditaments and appurtenances thereunto belonging, including, but without limitation, all of the properties described and set forth in Exhibit B hereto attached and made a part hereof.

Recorded at request of Carl K. Wendt, Esq.
Jul 15 1956
at 35 min. past 9 A. M.
Fee $2.00
Contra Costa County Records
Ralph Cunningham, County Recorder.

This lease and contract for sale also embodied in this agreement shall be on the following terms and conditions:

1. Party of the Second Part shall pay Party of the First Part FOUR THOUSAND DOLLARS ($4,000.00) per month commencing on the 1st day of December, 1955.

2. If any rental payment be not paid within twenty (20) days after the same becomes due, or if any other covenant or condition hereof is not performed, Party of the Second Part agrees that its rights under this agreement shall be terminated

APR 23 1956 24739 NORTH AMERICAN TITLE GUARANTY CORP. LIBER 2751 PAGE 429

THIS SPACE FOR RECORDER'S USE ONLY CONTRA COSTA DIVISION Escrow No. 62485-R

Form No. 166 (USE FOR REAL ESTATE IN THE COUNTIES OF ALAMEDA, CONTRA COSTA, SACRAMENTO AND KERN ONLY)

Deed of Trust

(SHORT FORM)

This Deed of Trust, Made this 6th day of March 1956

Between

WARREN G. OAKS and MAXINE OAKS, his wife herein called TRUSTOR,

whose address is 54 El Rincon Road (Number and Street) Danville, (City) California (Zone) (State).

NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and

JACK STEVICK and ALICE STEVICK, his wife/ as joint tenants, herein called BENEFICIARY,

Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that real property in the County of Contra Costa, State of California, described as:

Lot 42, as delineated upon that certain map entitled, "Rancho San Ramon Heights Subdivision, Unit No. 1", Contra Costa County, California, filed April 5, 1946 in Map Book 28, page 46, in the office of the County Recorder of the County of Contra Costa, State of California

For request as to notice of default and sale see paragraph — this Deed of Trust, page 429

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of ONE THOUSAND FOUR HUNDRED TWENTY ONE AND 15/100 Dollars ($ 1,421.15), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees by the execution and delivery of this deed of trust and the note secured hereby that the provisions of section A, paragraphs 1 to 6 inclusive, and section B, paragraphs 1 to 12 inclusive, of the deed of trust recorded on January 12, 1953 in Book 6917, page 351, Official Records of Alameda County, California, and the deed of trust recorded on January 19, 1953 in Book 2057, page 1, Official Records of Contra Costa County, California, and the deed of trust recorded on January 19, 1953 in Book 2347, page 348, Official Records of Sacramento County, California, and the deed of trust recorded on January 19, 1953, in Book 2027, page 114, Official Records of Kern County, California, shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as fully as though set forth herein at length; and that the references to lands, obligations and parties in said provisions shall be construed to refer to the lands, obligations, and parties set forth in this deed of trust. A copy of said provisions is printed on the reverse side of this deed of trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Warren G. Oaks
WARREN G. OAKS

Maxine Oaks
MAXINE OAKS

STATE OF CALIFORNIA
COUNTY OF Contra Costa } ss.

On April 3, 1956, before me, the undersigned a Notary Public in and for said County and State personally appeared

Warren G. Oaks and Maxine Oaks

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that he executed the same

(SEAL) M. P. Brandt
Notary Public in and for said County and State.

When recorded mail to:
Name Mr. and Mrs. Jack Stevick
Address c/o Al Kaplan - Hartz Avenue
City Danville, State California
Appl. No. A/c

FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
NORTH AMERICAN TITLE
GUARANTY CORPORATIO
APR 23 1956
At 20 Min Past 3 P M
in Vol. Page
OFFICIAL RECORDS OF
CONTRA COSTA COUNTY
Ralph Cunningham
COUNTY RECORDER
FEE $ 2.00

62485

in accordance with the provisions of Paragraph 15 herein set forth.

3. Party of the Second Part acknowledges that it has personally examined said real property and all of the buildings and improvements located thereon, and the appurtenances thereunto belonging, and acknowledges that Party of the First Part makes no warranty, express or implied, as to the condition of the golf course, swimming pool, tennis courts, buildings, furnishings, equipment, fences, etc., or other improvements or any of the appurtenances thereunto belonging, including the electrical, water, sewage, drainage and irrigation systems, and that party of the second part accepts the same and enters into this agreement in their present condition, order and repair, without warranty or representation of any kind or description on the part of Party of the First Part, and Party of the Second Part agrees at all times during the life of this agreement to keep and maintain at its own cost and expense said golf course, swimming pool, tennis courts, buildings, fences and other improvements and all of the appurtenances thereunto belonging, including the electrical, water, sewage, drainage and irrigation systems now upon said real property or hereafter placed thereon, in good order, condition and repair. Party of the Second Part agrees to till, fertilize, irrigate, water, mow, care for and maintain said golf course greens, trees and all fairways in reasonably good condition; it agrees to spray and care for all trees on said premises and protect the same from pests in a husbandlike manner, and keep exterminated from said premises, as far as practicable, squirrels, rodents and other animal pests, and the cultivated portion thereof, including the golf course, free from all foul or injurious plants, weeds and obnoxious vegetable growth.

4. Party of the Second Part shall not make any alterations in the premises above described or in the buildings or improvements thereon or in the appurtenances thereof, and shall not cut down or remove any trees, shade or timber, without first obtaining the written consent of Party of the First Part.

5. Party of the Second Part shall, as soon as due, pay all laborers', materialmen's and mechanics' liens and all other charges, assessments or liens which may become attached to, due or payable, upon said premises or any part thereof, from the date of the execution of this agreement, and should it fail to pay the same or said taxes or insurance premiums, or any other charges against said premises or any part thereof prior to maturity, or to insure said buildings and the improvements, or maintain and care for said premises as herein provided, Party of the First Part, without notice to Party of the Second Part, may pay and discharge the same, and all payments made therefor shall forthwith become due and payable by Party of the Second Part to Party of the First Part on demand.

6. Party of the First Part shall have the right at all times to enter said premises and all parts thereof for the purpose only of inspecting the same and ascertaining if the agreements and covenants of Party of the Second Part are being properly and seasonably done and performed, and inspecting all books and records of the country club operation, and for the purpose of posting thereon, should the same become necessary, in the opinion of Party of the First Part, notices of non-responsibility for laborers', materialmen's or mechanic's liens.

7. Party of the Second Part, as a material part of the consideration for this agreement, but for which the same would not have been made by Party of the First Part, hereby waives all

claims against Party of the First Part for damages to goods, wares and merchandise in, upon or about said premises, and for death or injury or injuries to any persons, including but not limited to employees of Party of the Second Part, in or about said premises, for any cause, arising at any time; and Party of the Second Part agrees to hold Party of the First Part exempt and harmless and free from liability for and on account of any damage, death or injury to any persons, including but not limited to its employees, or for damages or injury to goods, wares and merchandise of any persons arising from any cause, from the use of said premises by Party of the Second Part. Party of the Second Part is to carry public liability insurance of $100,000.00 for one person and $200,000.00 for two or more persons, with "hold-harmless" clause protecting Party of the First Part. Employee compensation insurance is also to be carried by Party of the Second Part.

8. Party of the Second Part agrees not to violate in its use or occupation of the premises, or any part thereof, any municipal, county, state or federal ordinances, laws, statutes, rules or regulations now in force or which may be hereafter in force, and agrees to faithfully at its own cost and expense observe and comply with all municipal, county, state and federal ordinances, laws, statutes, rules and regulations regulating and controlling the use of said premises, now in force or which may during the life of this agreement be enacted, adopted or promulgated.

9. Party of the Second Part agrees to keep the buildings and other improvements on said premises, and each and every part thereof, insured against loss by fire, at its own cost and

expense, for the sum of $210,000.00. Loss, if any, is to be payable to Party of the First Part and Party of the Second Part, as their interests appear, and said policy or policies shall have attached thereto standard extended coverage and waiver of fallen building clause endorsements. And Party of the Second Part agrees to strictly perform all of the terms and conditions of said policies on the part of the insured to be performed. Said policy or policies shall be delivered to and held by Party of the First Part. Said insurance may be issued and carried under blanket policies on said buildings and improvements and the furniture, furnishings and fixtures thereon.

10. This agreement and all the terms, covenants and conditions thereof, subject to the provisions hereof against assignment by Party of the Second Part, shall apply to and bind the heirs, executors and administrators, successors and assigns of the respective parties hereto.

11. The areas incorporated in this sale and all other areas used, either in part or as a whole, by the Diablo Country Club members are not to be changed, or altered in any manner, except upon written consent of Party of the First Part. In the event that any application shall be made to any public body to rezone any of the properties covered by this contract or utilized by the club members, Party of the Second Part shall vigorously oppose the said application. If, at any time, Party of the First Part is not satisfied that Party of the Second Part is actively and vigorously opposing the said application, Party of the First Part shall be empowered to hire specialists, including legal counsel, at the expense of Party of the Second Part to oppose said application.

12. For and in consideration of the mutual promises and undertakings of the parties hereto, as hereinabove provided, the parties agree that on February 2, 1958, Party of the First Part will sell and Party of the Second Part will purchase said properties for the sum of FIVE HUNDRED TWENTY-NINE THOUSAND DOLLARS ($529,000.00) lawful money of the United States, payable with interest at five per cent (5%), payment to be at the rate of FOUR THOUSAND DOLLARS ($4,000.00) per month and subject to the following terms and conditions:

(a) Party of the First Part agrees that all payments previously made in accordance with Paragraph 1 of this agreement shall apply to the purchase price as monthly payments of principal and interest, retroactively from the date of the commencement of said lease, December 1, 1955; that is to say, each monthly payment previously made in accordance with Paragraph 1 of this agreement shall apply consecutively against the purchase price, with the interest portion of each payment computed upon a month-to-month diminishing principal balance.

(b) This combined lease and contract for sale will extend fifteen (15) years from December 1, 1955.

(c) Party of the Second Part shall have a six-month period beyond the expiration date of said contract in order to arrange for payment or financing of the balance due upon said contract.

13. During the life of this agreement, and until the full and complete performance thereof on its part to be done and performed, Party of the Second Part shall:

(a) Be entitled to the possession of the said premises for the purpose of conducting and operating thereon a country club;

(b) Pay before they become delinquent all taxes and assessments that may be levied on or against said premises, or any part thereof, taxes and assessments for the current fiscal year, fire insurance hereinabove mentioned, and all electrical, water and utility bills.

14. Party of the First Part, on full performance by Party of the Second Part of all covenants and agreements on its part to be done and performed, agrees to execute and deliver to Party of the Second Part a good and sufficient deed conveying said premises to Party of the Second Part free and clear of all encumbrances, except taxes and assessments and excepting encumbrances or charges placed thereon by Party of the Second Part; subject, however, to all conditions contained herein, and conditions, restrictions, reservations, easements and rights of way of record as of the date hereof.

15. The performance of all covenants and agreements on the part of Party of the Second Part is a condition precedent whereon depends the performance of the agreements on the part of Party of the First Part. In the event of the failure by Party of the Second Part to comply with the covenants and agreements, or any part thereof, on its part to be done and performed, Party of the First Part, at his option, shall be released from all obligations in law or equity to convey said real or personal property, or any portion thereof, and Party of the Second Part, in the event Party of the First Part shall exercise said option, shall forfeit all rights under this agreement, and all moneys theretofore paid by Party of the Second Part shall belong to Party of the First Part, free and clear of any claim thereto by Party of the Second Part, as compensation for the use and occupation by Party of the Second Part of said lands and premises,

it being understood and agreed that in such event the actual damages of Party of the First Part would be exceedingly difficult of ascertainment. Party of the Second Part hereby waives any notice, oral or written, on failure to comply with any covenant or agreement, or any part thereof, on its part to be done and performed (except that with respect to Paragraph 16 Party of the Second Part shall receive 30 days written notice), and this paragraph shall be operative automatically upon the failure of Party of the Second Part to comply with any covenant or agreement herein contained.

It is the intent of the parties that this agreement and the agreement relating to the lease and option to purchase of the water facilities known as the Concord Irrigation Installation dated June 1, 1956, 1956, shall be taken together so far as this forfeiture clause is concerned, and in the event of a breach by Party of the Second Part of either agreement, then the forfeiture clause contained in each of the agreements shall become immediately operative at the option of Party of the First Part.

16. If suit be brought for the recovery of any money payable hereunder or for the breach of any terms or conditions of this contract or for the recovery of the possession of said premises in event of any default on the part of Party of the Second Part, then Party of the Second Part agrees and promises to pay to Party of the First Part all costs and expenses incurred in said action, including a reasonable attorney's fee to be fixed by the court, to be added to any judgment or judgments Party of the First Part shall recover in such action or proceedings. In the event the terms of this agreement are not met by Party of the Second Part, then Party of the First Party, upon

thirty (30)days written notice to Party of the Second Part, may recover possession of said property, at option of Party of the First Part, and move in, and Party of the Second Part shall remove all personal belongings and quit and surrender possession of said property.

17. Party of the Second Part agrees to execute contemporaneously with the execution of this contract a quit claim and a bill of sale to all real and personal property covered by this contract to be held in escrow by the North American Title Company for so long as this contract shall be in effect; and the parties agree that in the event the default paragraph of this contract (paragraph 15) shall become effective, North American Title Company is hereby empowered, directed and authorized to record the said quit claim and the bill of sale.

18. In the event of default, Party of the First Part, in addition to his right of re-entry and in addition to all the rights herein provided, is expressly given the right of taking over the corporation known as Diablo Country Club, the name of "Diablo Country Club," and all rights which the said corporation shall have to operate as a country club, and Party of the First Part may continue to operate the facilities as a country club without any additional clearance, permission or authorization from Party of the Second Part.

19. The waiver by Party of the FirstPart of any breach of any covenant or agreement herein contained on the part of Party of the Second Part shall not be deemed or held to be a waiver of any subsequent or other breach of said covenant or agreement, nor the waiver of any breach of any other covenant or agreement.

20. This contract shall not be assigned by Party of the

Second Part, in part or in whole, without the written consent of Party of the First Part.

21. This contract is made expressly upon the representation of Diablo Country Club that it has secured agreement from seventy-five per cent (75%) of its regular members that the membership shall be assessable up to $100 per year. This representation of Party of the Second Part is a material inducement for Party of the First Part to make this contract. Should this assessment agreement between the aforesaid members of Diablo Country Club be modified, altered and abridged in any way, this contract, at the option of Party of the First Part, shall immediately become null and void, and the default provisions of Paragraph 15 shall become immediately effective. The rights of Party of the Second Part under the assessment agreements are hereby assigned to Party of the First Part, and the said agreements are to be deposited for safekeeping with a depositary to be selected by Party of the First Part.

22. Party of the Second Part agrees that during the term of this contract of sale all of the property sold hereunder, real and personal, and all of the personal property existing on the premises at any time during the continuance of this contract shall not be mortgaged or hypothecated, nor shall it be removed from the premises without written consent of Party of the First Part. It is hereby expressly agreed between Party of the Second Part and Party of the First Part that all of the said property shall stand security for all of the obligations of this contract until finally terminated by complete performance.

23. In executing this agreement, Party of the Second Part warrants that it has examined the record of the property hereunder and that it is familiar with all license restrictions,

grants, licenses or any conveyance or lien of whatsoever character against the property shown in the records of the County of Contra Costa.

24. This agreement supersedes and cancels any and all previous agreements between the parties hereto, and shall constitute the sole agreement between the parties in connection with the lease and sale of the properties described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the date first above written.

Laurence Curtola
Laurence Curtola

Fredericka Curtola
Fredericka Curtola

Party of the First Part

DIABLO COUNTRY CLUB

By Jack N. Keasey
President

By R. P. Seeley
Secretary

Party of the Second Part

Subscribed and sworn to before me this 12 day of January, 1956

Notary Public in and for the County of Alameda, State of California

MADGE M. LUTZ, Notary Public
In and for the County of Alameda, State of California
My Commission Expires Nov. 16, 1956

STATE OF CALIFORNIA,
County of Alameda } ss.

ON THIS 1st day of January, A.D., 1956, before me,
Madge M. Luz
a Notary Public in and for said County and State, personally appeared
Laurence Curtola and Fredericka Curtola
, known to me,
to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Madge M. Luz
Notary Public in and for said County and State.

ACKNOWLEDGEMENT — GENERAL — WOLCOTT'S FORM 233 My commission expires Nov. 16, 1956.

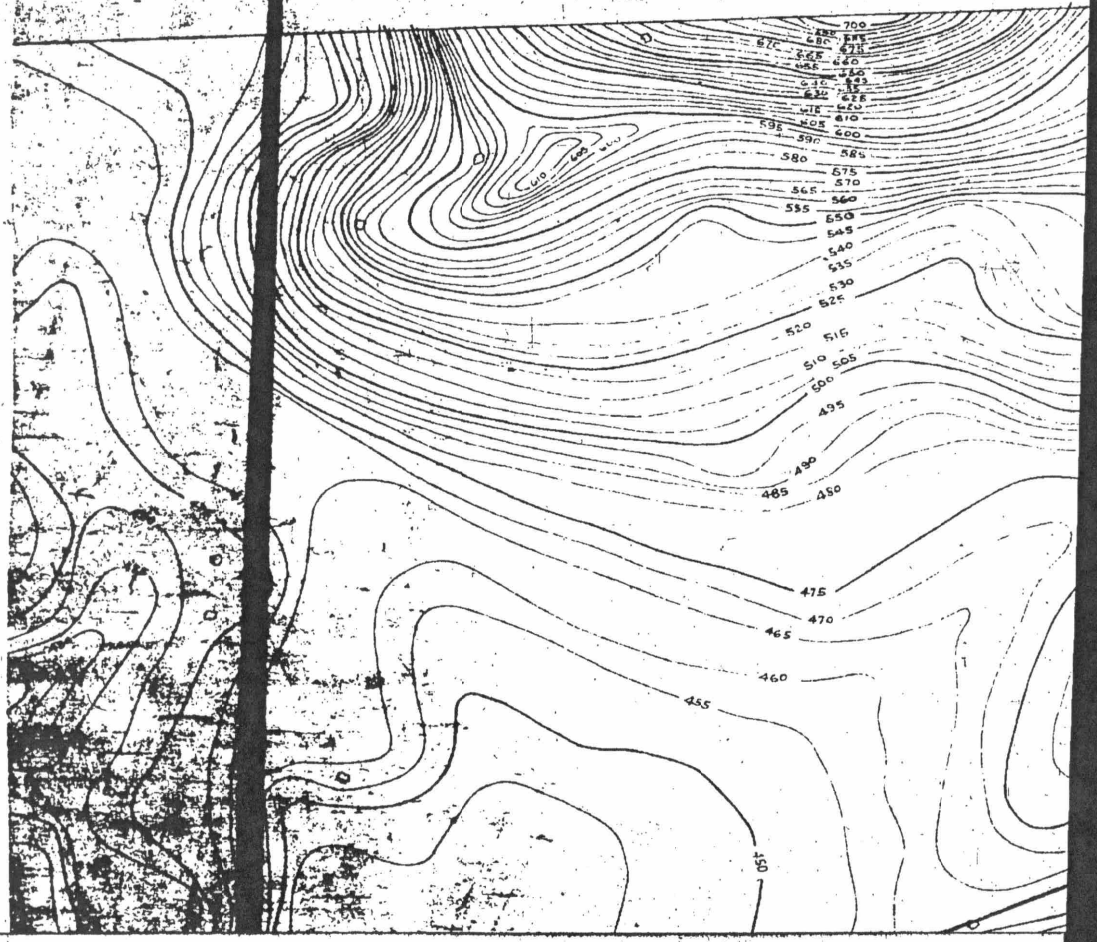
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County of Alameda } ss.

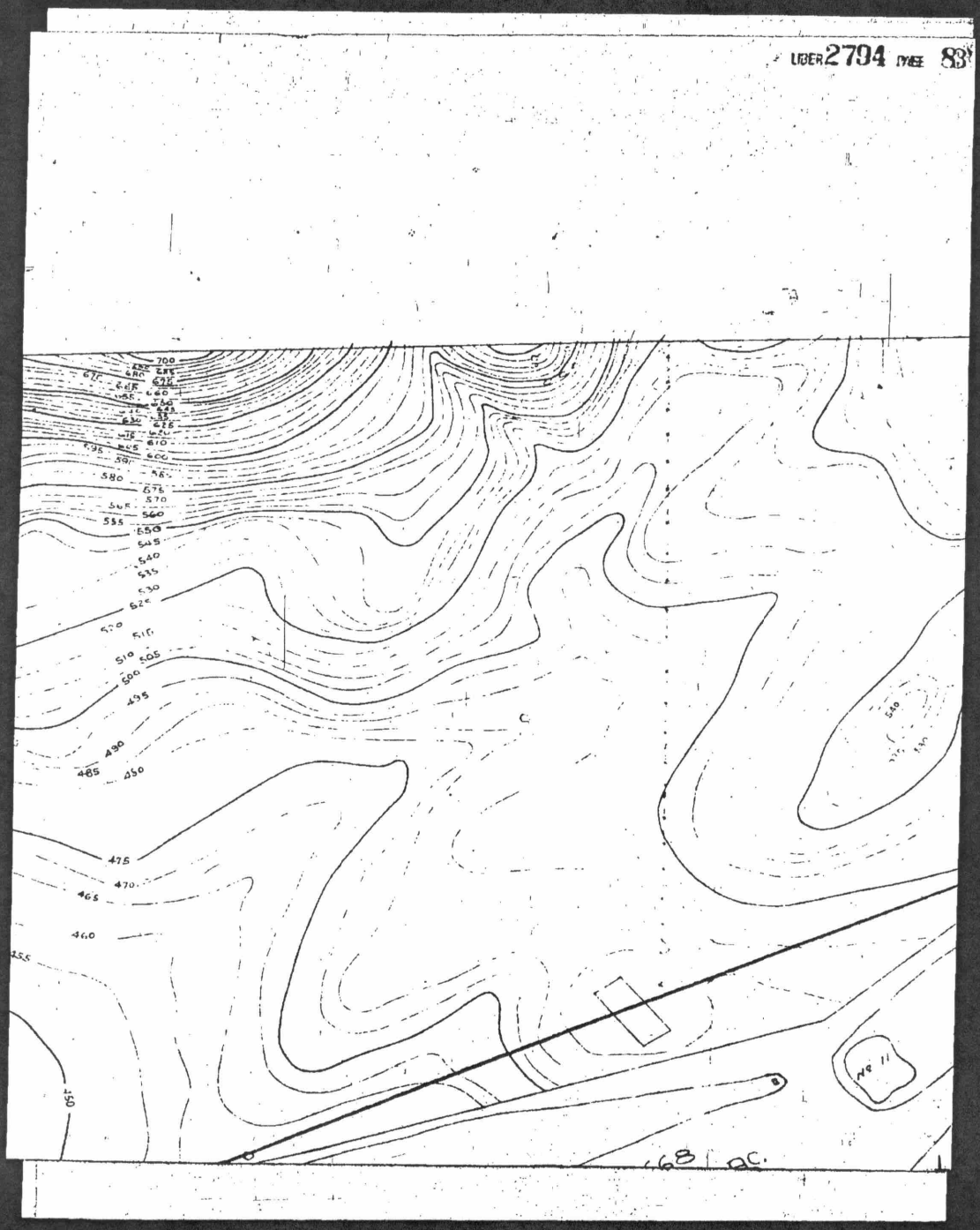
ON THIS 1st day of January, A.D., 1956, before me,
Madge M. Luz
a Notary Public in and for said County and State, personally appeared
Jack W. Herzig and R. P. Seeley
, known to me,
to be President and Secretary of the corporation that executed the within Instrument
to be the person s whose name s subscribed to the within Instrument, and acknowledged to me that they executed the same.
on the behalf of the corporation therein named.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Madge M. Luz
Notary Public in and for said County and State.

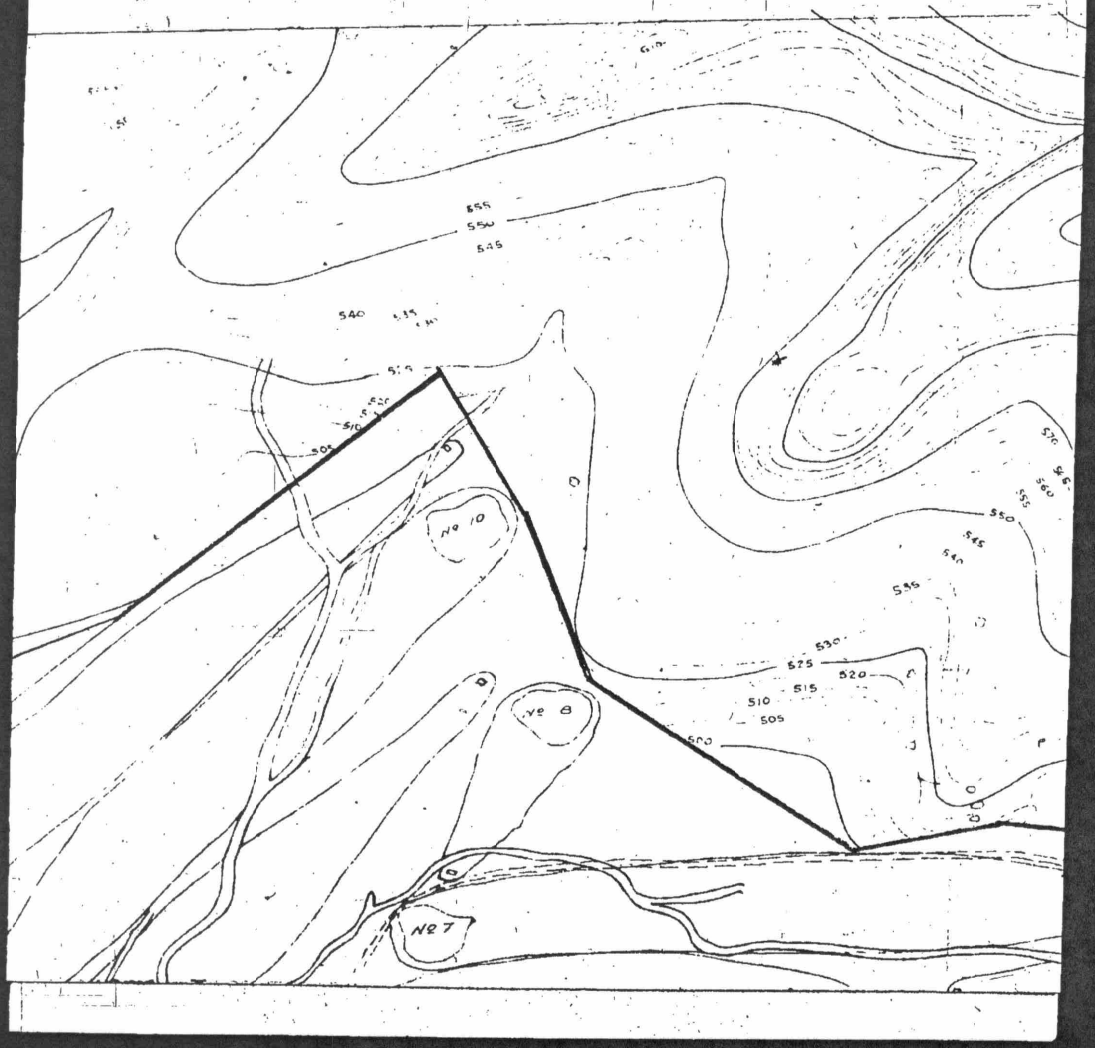
ACKNOWLEDGEMENT — GENERAL — WOLCOTT'S FORM 233 My commission expires Nov. 16, 1956


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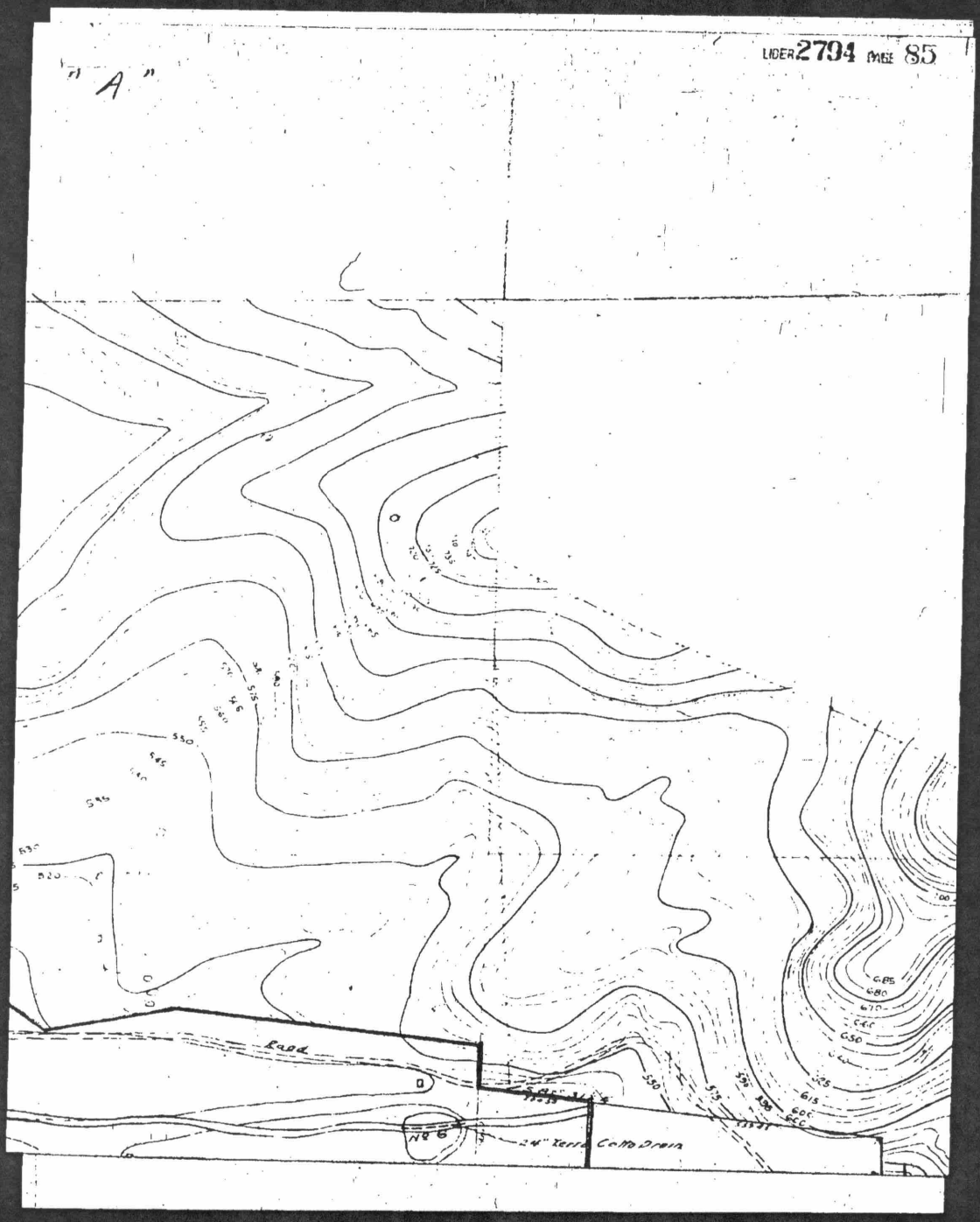
LIBER 2794 PAGE 84

Exhibit "A"

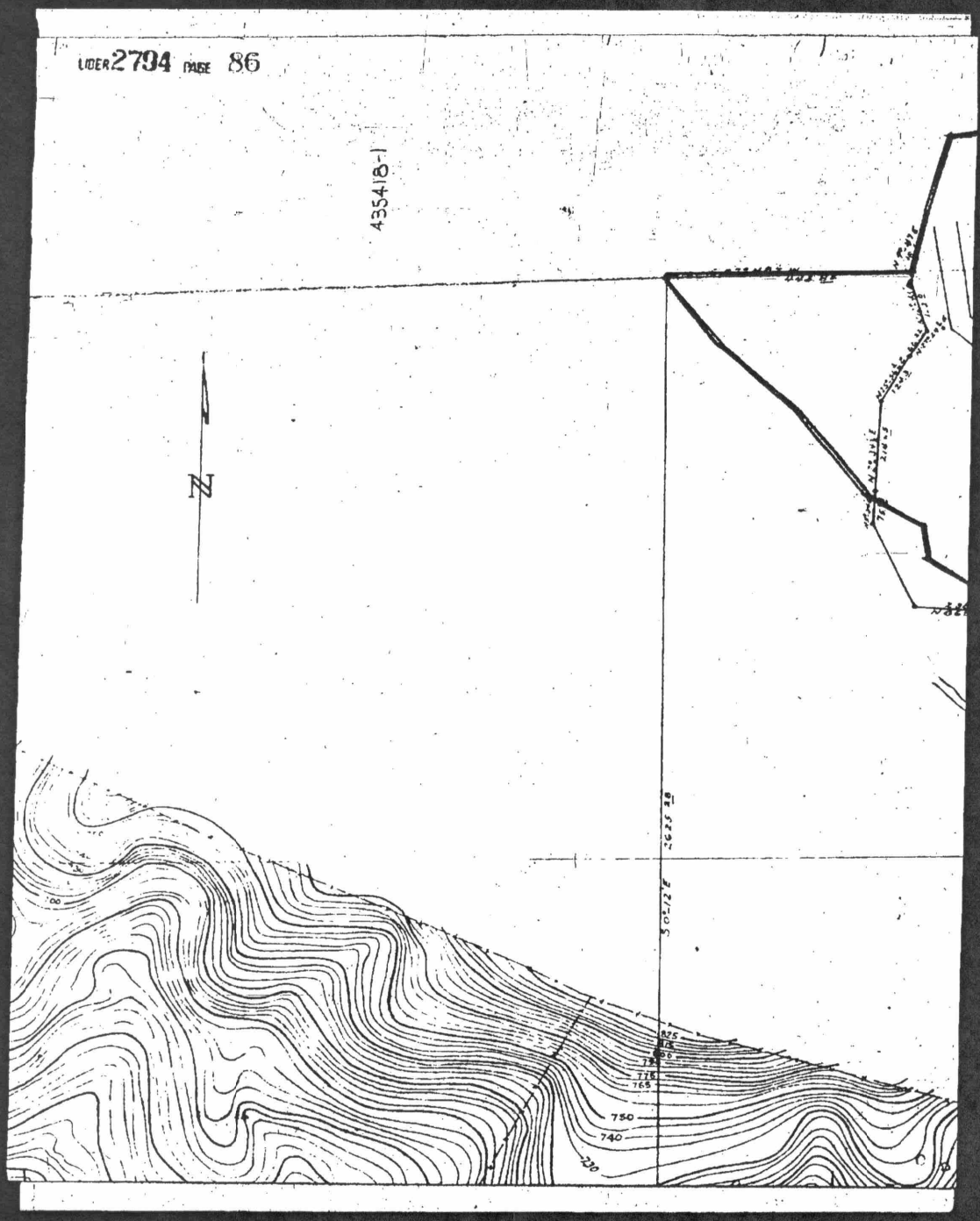


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"A"

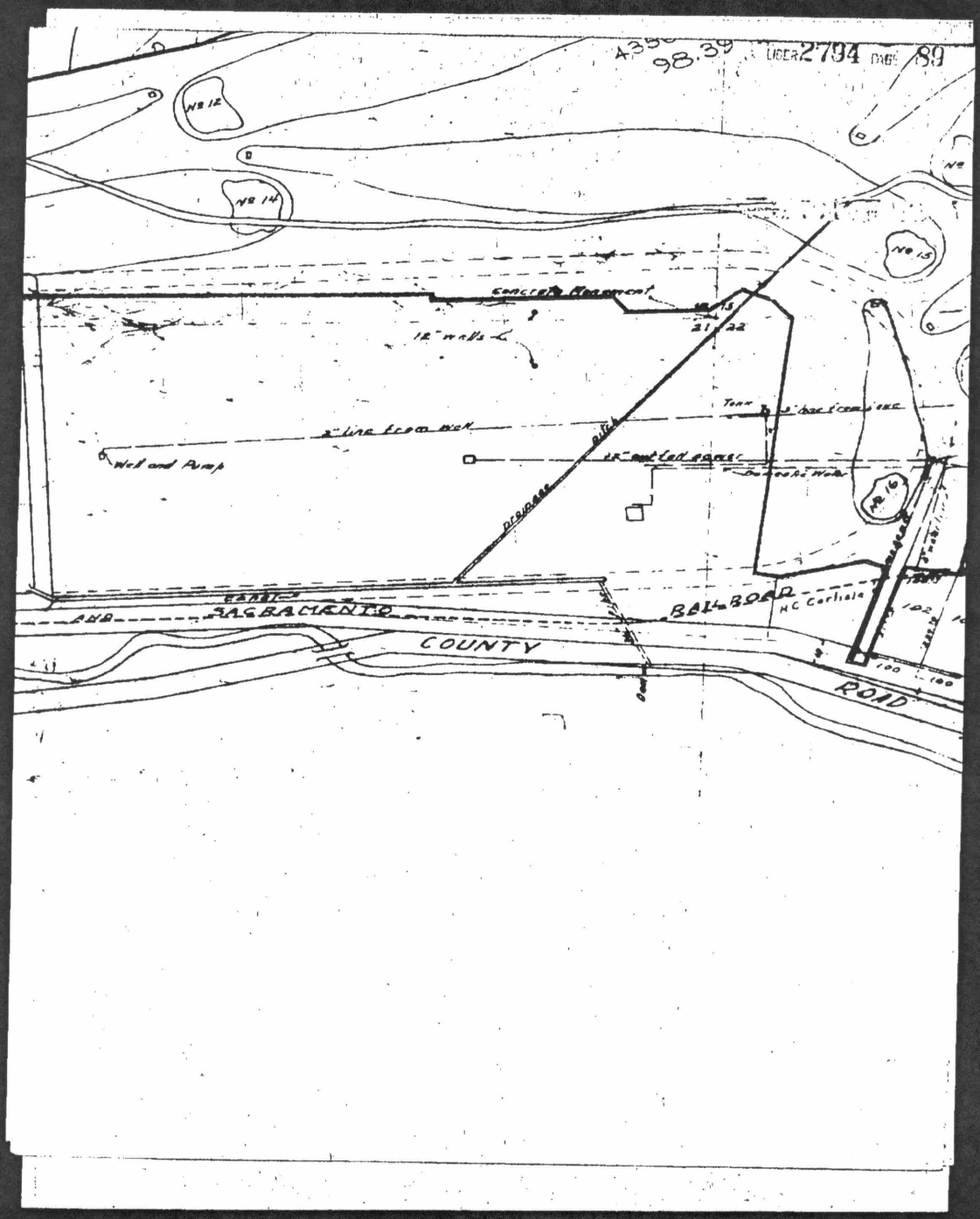


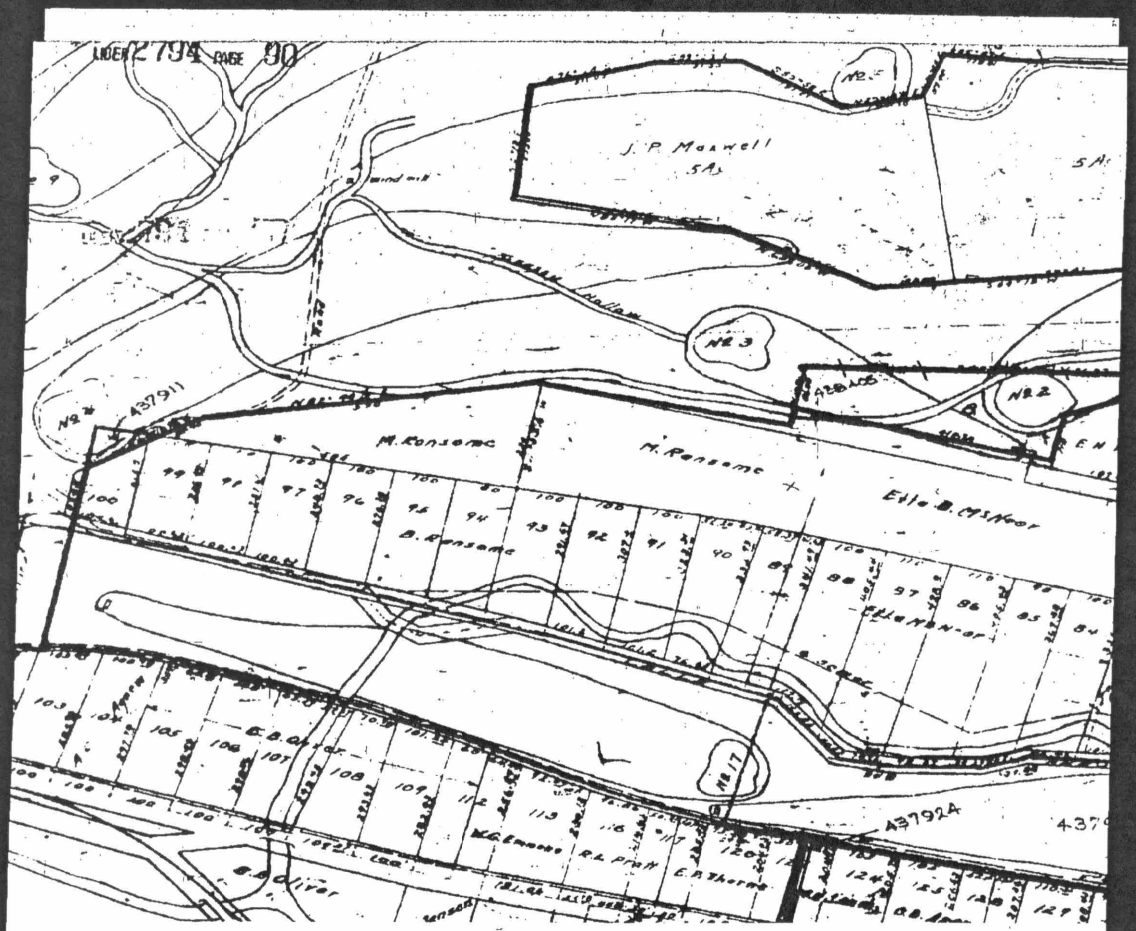
LIBER 2794 PAGE 86

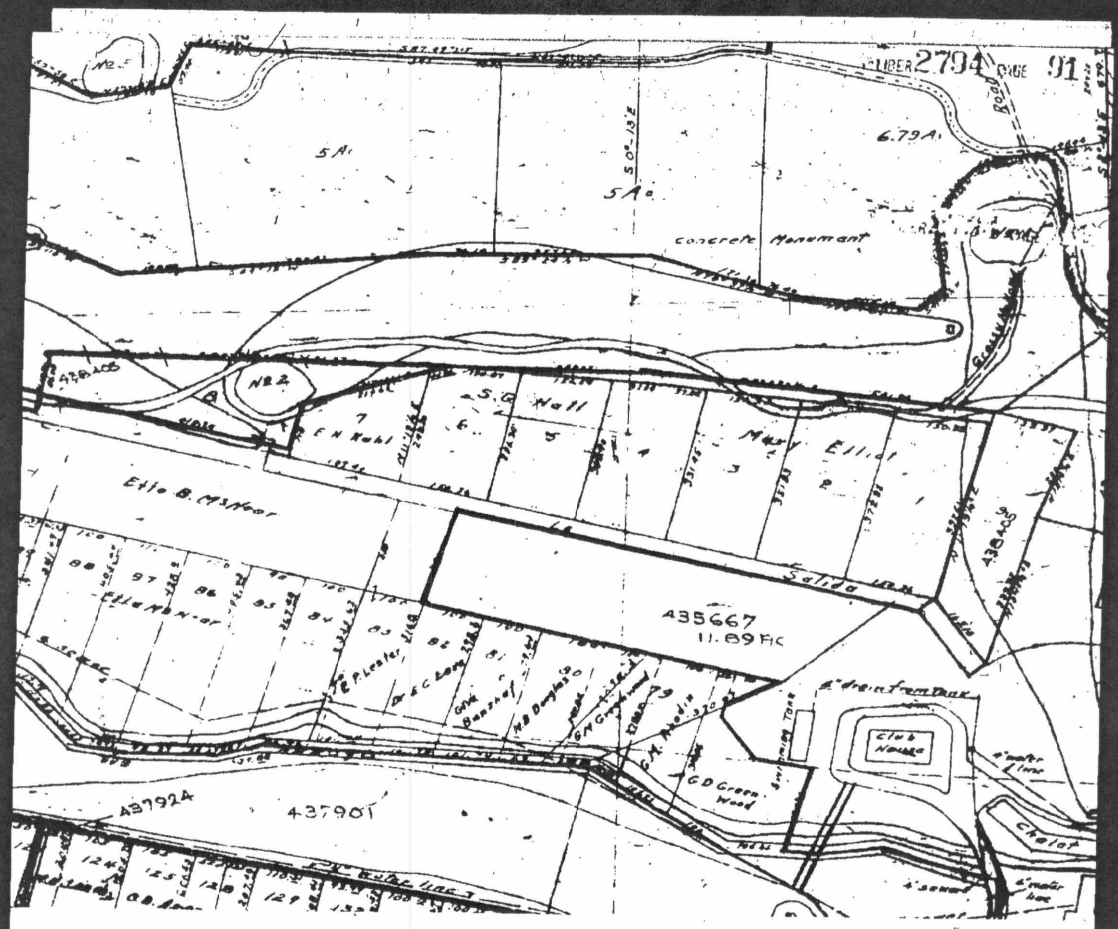


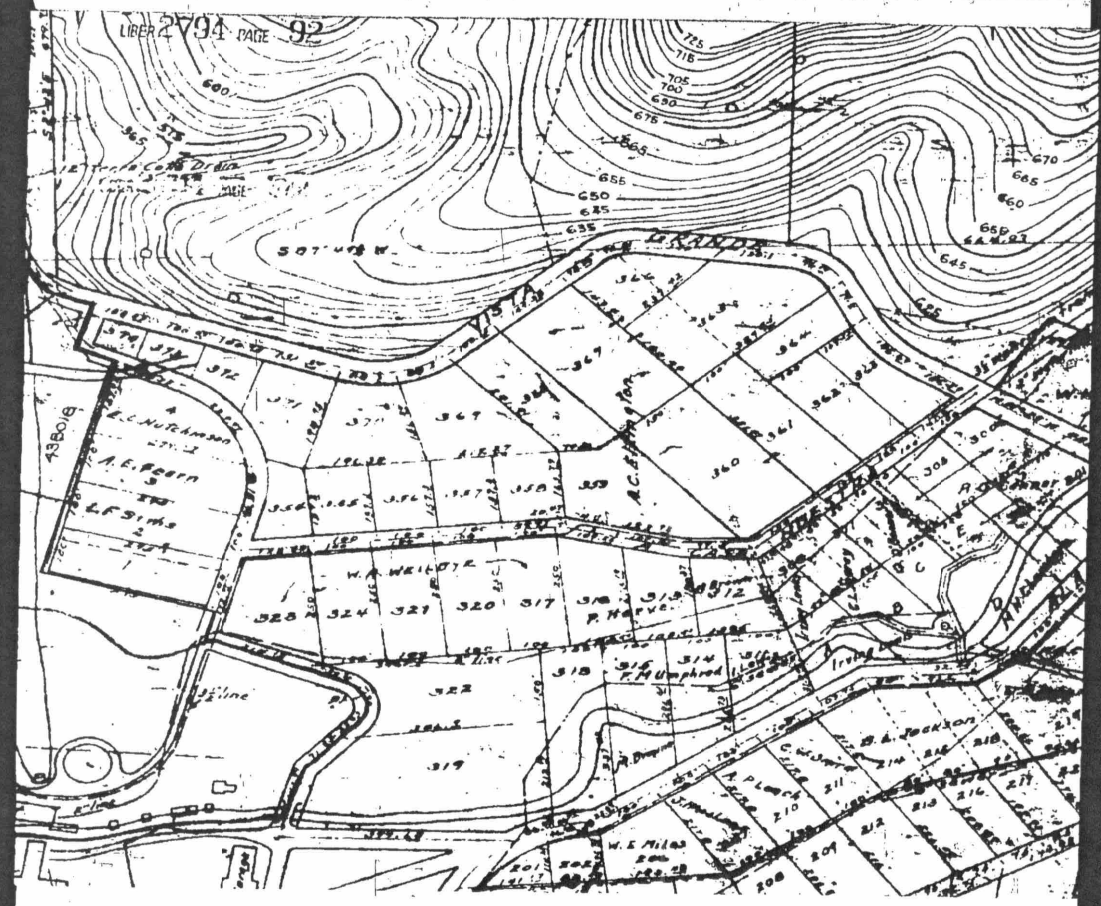
LIBER 2794 PAGE 87

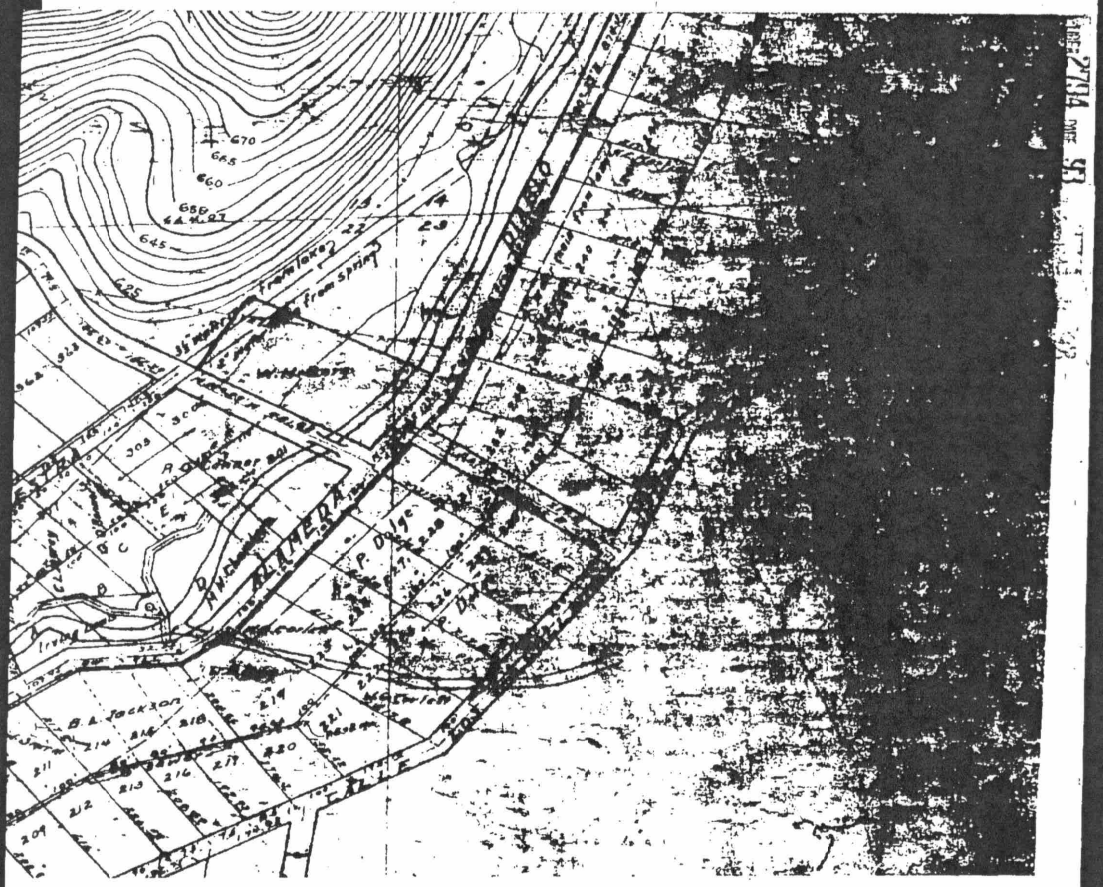
Well and Pump
Maple's
RESERVOIR
ANGLEGA
ANG
SALSBA CO


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LIBER 2794 PAGE 89
NO 12
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NO 15
NO 16
Concrete Headwall
12" walls
21
22
2" line from well
Well and Pump
Drainage ditch
12" metal cell apron
Tank
Bulletin Board
H.C. Carlisle
102
100
100
SACRAMENTO
COUNTY
ROAD


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J.P. Maxwell
SAs
M. Ransome
M. Ransome
Ella B. Chilvor
B. Ransome
A37911
A3792A
B. Oliver
E.A. Thorne


LIBER 2794 PAGE 91
5 Ac.
5 Ac.
6.79 Ac.
Concrete Monument
S.G. Wall
Mary Ellis
Ella B. Mishoe
A35667
11.89 Ac
Club House
A.G.D. Green Wood
A37924
A37901
Chalet


LE RANDE
A.E. Hearn
L.F. Sims
W.E. Miles
P.H. Humphrey
B.A. Jackson
A.C. Bryan
Irving
1380/8


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LIBER 2794 PAGE 94



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OF

MT. DIABLO C

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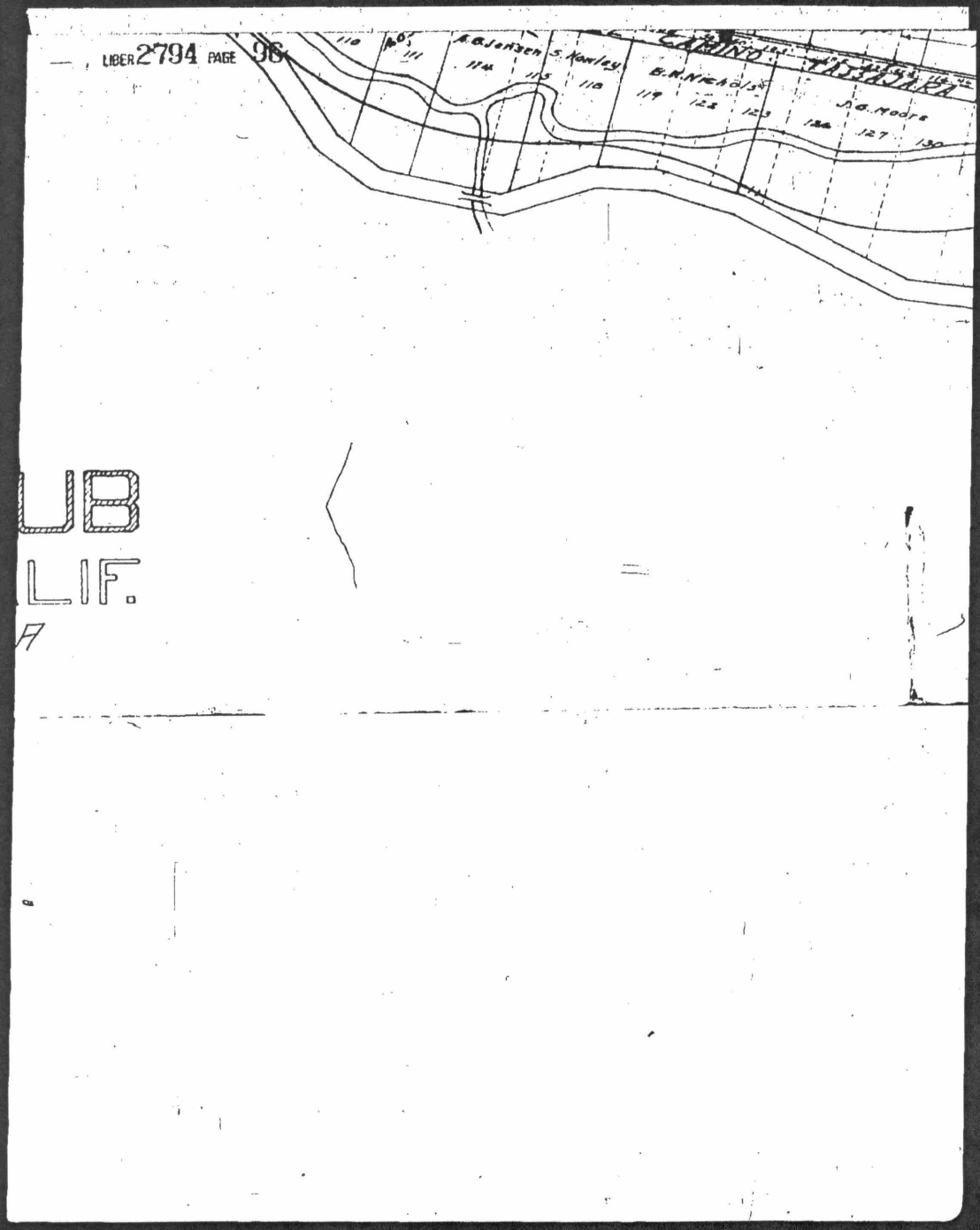
PROPERTIES

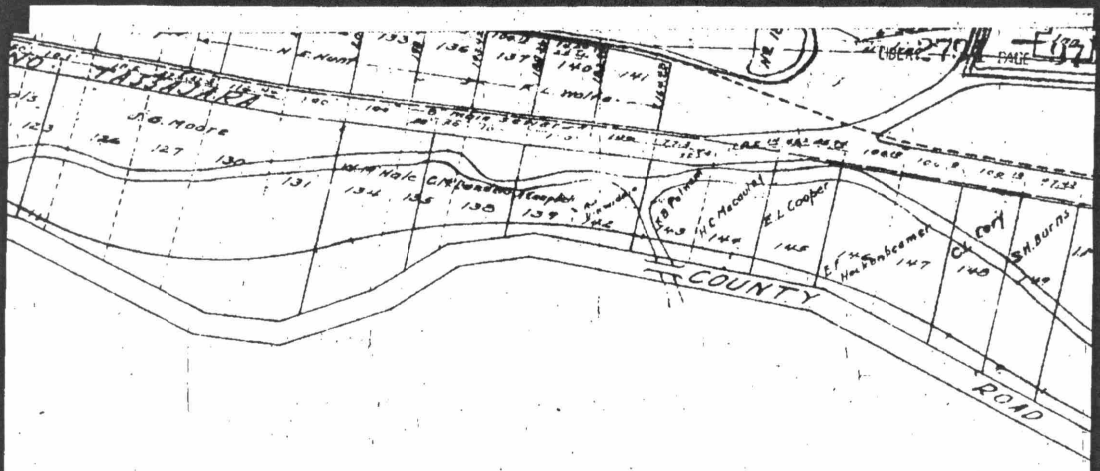
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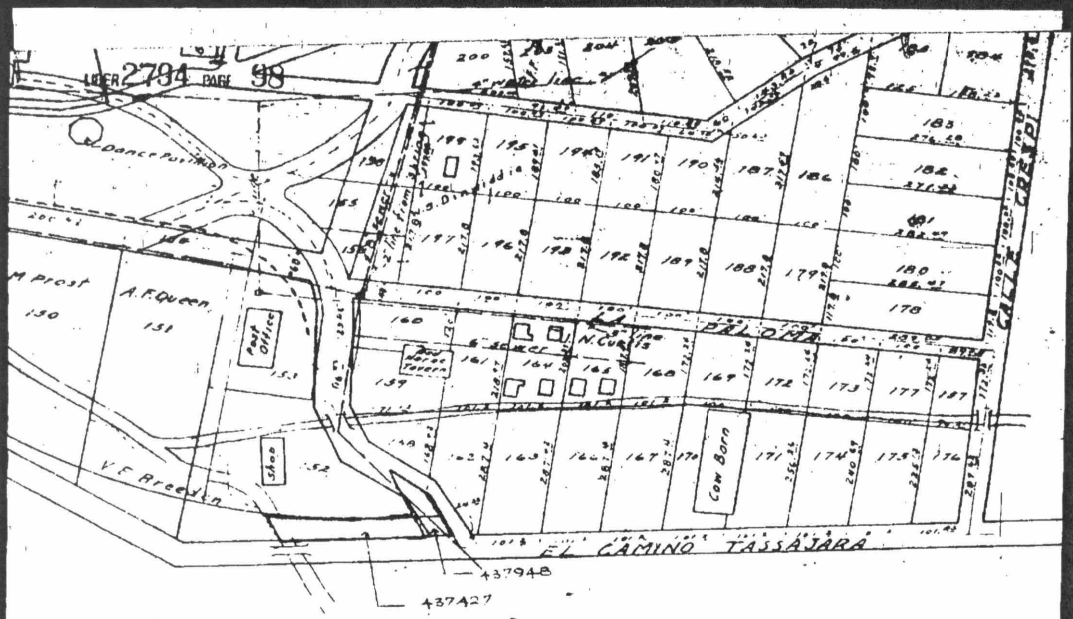
EXHIBIT A

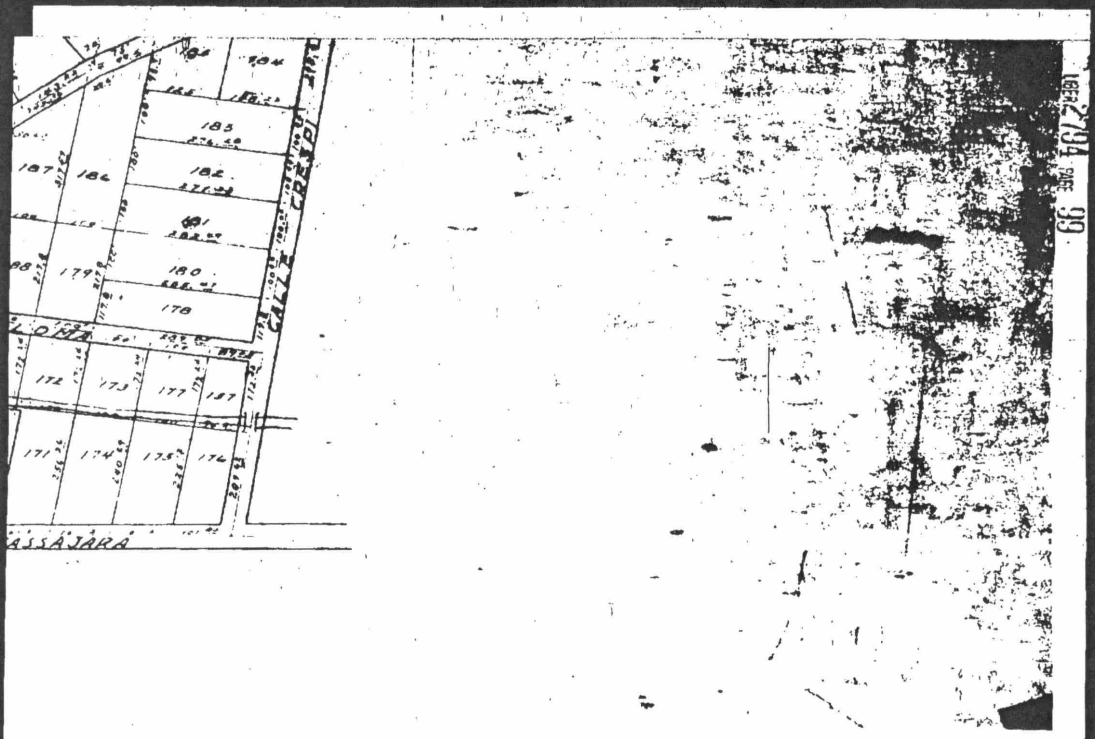

LIBER 2794 PAGE 96
110
111
A.G. Johnson
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115
S. Hawley
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B.R. Nichols
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J.G. Moore
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CAMINO
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LEGEND

HOLE	YDS	HOLE	YDS
1	400	10	505
2	374	11	415
3	167	12	394
4	391	13	536
5	540	14	325
6	188	15	428


LIBER 2794 PAGE 98
M Prost
190
A.R.Queen
191
Post Office
Shoe
V.E. Breeden
N. Curb
Cow Barn
EL CAMINO TASSAJARA
437948
437427



BOOK 2794 PAGE 99

OR 2794 PAGE 110

4B

DESCRIPTION:

All that certain real property in the County of Contra Costa, State of California, described as follows:

PARCEL ONE:

Portion of Sections 15, 16, 21 and 22, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and a portion of the tract of land as shown on the map of Mount Diablo Estate Park Subdivision, First Unit, filed May 6, 1916, in book 15 of Maps, pages 301 and 302, in the office of the County Recorder of Contra Costa County, described as follows:

Beginning at a point on the south line of Section 16, Township 1 South, Range 1 West, which bears South 87° 50' West, 1918.84 feet from the southeast corner of said Section 16; thence North 21° 13' 30" East, 370.38 feet; thence North 71° 08' 30" East, 2147.28 feet; thence North 45° 49' 45" East, 1309.30 feet; thence South 26° 45' 30" East, 273.69 feet; thence South 4° 48' 30" West, 406.28 feet; thence South 62° 45' 45" East, 635.30 feet and South 82° 31' 15" East, 820 feet to the most northern corner of the parcel of land described as Parcel Two in the deed from Diablo Properties, Inc., to Susan G. Hall, recorded June 14, 1948, in book 1214 of Official Records of said county, at page 229; thence running along the exterior boundary line of said Hall parcel as follows: South 0° 09' East, 249.17 feet and South 89° 47' 30" West, 216.36 feet to the most western corner of said parcel, said point also being at the northeastern corner of the parcel of land described as Parcel One in the deed from Diablo Properties, Inc., to Susan G. Hall (1214 OR 229); thence along the northern line of said Parcel One, hereinabove referred to as follows: South 89° 47' 30" West, 49.92 feet, North 87° 49' 30" West, 341.09 feet, North 85° 49' West, 118.81 feet and South 20° 45' West, 89.40 feet to the northeastern corner of the parcel of land described in the deed from John P. Maxwell to Carleton F. Bryan, et ux, recorded July 3, 1937, in book 444 of Official Records of said county, at page 62; thence running along the exterior boundary line of said parcel as follows: South 79° 19' 30" West, 124.38 feet, North 59° 58' West, 191.21 feet, North 89° 03' West, 137.55 feet, South 76° 28' West, 211.03 feet, South 5° 19' West, 233.60 feet, South 80° 17' East, 341.51 feet, South 63° 06' East, 267.56 feet and North 84° 19' East, 128.88 feet to the southwestern corner of the parcel of land described as Parcel One in the deed from Diablo Properties, Inc., to Susan G. Hall (1214 OR 229) hereinabove referred to; thence running along the southern line of said parcel as follows: North 84° 19' East, 392.47 feet and South 89° 24' 30" East, 96.14 feet to the southwestern corner of the parcel of land described as Parcel Two in said Hall deed (1214 OR 229); thence along the southern line of said Parcel Two as follows: North 89° 24' 30" East, 257.66 feet and South 70° 37' 30" East, 171.30 feet to the southwestern corner of the parcel of land described as Parcel Three in the deed from Diablo Properties, Inc., to Susan G. Hall (1214 OR 229) hereinabove referred to; thence running along the exterior boundary line of said Parcel Three as follows: South 70° 37' 30" East, 76.49 feet, South 84° 07' East, 205.18 feet, North 41° 30' 30" East, 61.26 feet, North 7° 28' 30" West, 159.20 feet, North 32° 25' 30" East, 113.49 feet, North 65° 09' 30" East, 68.30 feet and North 76° 49' East, 148.44 feet to the most eastern corner of said Parcel Three, said point also being on the exterior boundary line of the parcel of land described as Parcel One in the deed from Title Insurance and Guaranty Company, a corporation, to Diablo Properties, Inc., recorded May 6, 1948, in book 1195 of Official Records of said county, at page 487; thence running along the exterior boundary line of said parcel (1195 OR 487) as follows: South 2° 13' East, 395.42 feet, South 51° 09' 15" West, 276.18 feet, North 82° 29' 45" West, 541.72 feet, North 88° 31' 30" West, 993.45 feet, South 10° 11' West, 86.28 feet, South 74° 43' 15" East, 418.19 feet, South 10° 11' West, 18.64 feet, South 74° 43' 15" East, 1089.56 feet, South 30° 21' 30" East, 163.16 feet, North 68° 30' 45" East, 102.79 feet, easterly along the arc of a curve concave to the south having a radius of 292.79 feet an arc distance of 323.34 feet, northeasterly along the arc of a reverse curve having a radius of 60.31 feet, an arc distance of 124.01 feet, South 69° 23' 45" East, 252.86 feet, Southerly along the arc of

a curve concave to the west having a radius of 50 feet, an arc distance of 96.17 feet, South 40° 48' 45" West, 127.08 feet and South 15° 27' 30" West, 101.76 feet; thence leaving said exterior boundary line, South 75° 18' 15" West, 151.21 feet, North 78° 39' 45" West, 66.40 feet, South 69° 20' 15" West, 99.60 feet, South 61° 05' 15" West, 74.77 feet, North 81° 34' West, 100 feet, North 70° 08' 53" West, 88.52 feet, South 87° 27' 15" West, 25.39 feet, North 79° 07' 23" West, 211.28 feet, South 74° 04' 09" West, 151.11 feet, South 43° 40' 26" East, 95.48 feet, South 32° 22' 45" East, 43.86 feet, Southerly along the arc of a curve concave to the west having a radius of 60 feet, an arc distance of 62.93 feet, South 27° 37' 15" West, 40.77 feet, Southwesterly along the arc of a curve concave to the northwest having a radius of 20 feet, an arc distance of 22.77 feet, North 87° 08' 45" West, 90.20 feet and North 71° 20' 20" West, 110.24 feet to the northeastern corner of Lot 141, as said lot is shown on the map of Mount Diablo Estate Park, Subdivision, First Unit, hereinabove referred to; said point also being on the exterior boundary line of said Diablo Properties parcel (1195 OR 487); thence along said exterior boundary line being also along the northern line of Lots 141, 140, 137, 136, 133, 132, 129, 128, 125, 124, 121, 120, 117, 116, 113, 112, 109, 108, 107, 106, 105 and 104, as shown on said map hereinabove referred to as follows: Westerly along the arc of a curve concave to the south having a radius of 660.56 feet an arc distance of 133.34 feet, North 77° 21' 30" West, 1028.60 feet, Westerly along the arc of a curve concave to the north having a radius of 1250.65 feet, an arc distance of 304.59 feet, North 63° 23' 15" West, 195.52 feet, Westerly along the arc of a curve concave to the south, having a radius of 1546.88 feet, an arc distance of 250.63 feet, North 72° 41' 15" West, 229.70 feet and Westerly along the arc of a curve concave to the south having a radius of 733.31 feet, an arc distance of 136.47 feet to the most eastern corner of the parcel of land described in the deed from Title Insurance and Guaranty Company to Emil A. Hagstrom, recorded December 8, 1941, in book 627 of Official Records, page 377; thence along the exterior boundary line of said Hagstrom parce as follows: North 72° 40' 15" West, 200 feet and South 17° 19' 45" West, 68.90 feet to the northwestern corner of Lot 102, as shown on said map of Mount Diablo Estate Park Subdivision, First Unit; thence along the western line of said Lot 102, being also along the exterior boundary line of said Diablo Properties parcel, South 17° 19' 45" West, 217.06 feet; thence North 72° 40' 15" West, 20 feet to the southeastern corner of the parcel of land described in the deed from Mount Diablo Country Club to Henry C. Carlisle, recorded June 29, 1927, in book 90 of Official Records, page 142; thence running along the exterior boundary line of said parcel as follows: North 17° 19' 45" East, 239.18 feet, North 69° 25' 15" West, 41.76 feet to the most northern corner of the parcel of land described in the deed from Title Insurance and Guaranty Company to Henry C. Carlisle, recorded September 28, 1942, in book 703 of Official Records, page 145; thence along the northern and western lines of said parcel as follows: South 89° 29' 30" West, 164.86 feet and South 8° 51' West, 1 foot to a corner point on the eastern line of the parcel of land described in the deed from Title Insurance and Guaranty Company to Frank H. Mills, et ux, recorded December 14, 1943, in book 766 of Official Records, page 57; thence running along the eastern line of said Mills parcel as follows: South 89° 29' 30" West, 46.31 feet, North 9° 41' East, 326.52 feet to the southeastern corner of the parcel of land described in the deed from Title Insurance and Guaranty Company to William C. Helfrich, et ux, recorded December 14, 1943, in book 766 of Official Records, page 55; thence running along the exterior boundary line of said Helfrich parcel as follows: North 9° 41' East, 310.08 feet, North 46° 50' West, 88.50 feet, North 75° 06' West, 140.55 feet, South 41° 15' West, 98.99 feet, South 86° 15' West, 200 feet, North 48° 45' West, 98.99 feet, South 86° 15' West, 323 feet to the northeastern corner of the parcel of land described in the deed from Laurence Curtola, et ux, to William Charles Helfrich, et ux, recorded August 10, 1950, in book 1611 of Official Records, page 505; thence running along the exterior boundary of said Helfrich parcel (1611 OR 505), as follows: South 86° 15' West, 157.85 feet and South 3° 57' 30" West, 832.88 feet, more or less to the southern line of said Diablo Properties parcel (1195 OR 487); thence along said southern line as follows: South 80° 07' West, 961.62 feet, North 28° 46' 45" West, 488.05 feet and North 21° 13' 30" East, 330.22 feet to the point of beginning.

EXCEPTING THEREFROM:

1. Lots 79 to 100, inclusive, as shown on the map of Mount Diablo Estate Park Subdivision, First Unit, filed May 6, 1916, in book 15 of Maps, page 301, in the office of the County Recorder of Contra Costa County, and a portion of Section 22, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, described as a whole as follows:

Beginning at a point on the eastern line of the Northwest Quarter of Section 22, which is distant South 0° 13' East, 728.70 feet from the northeast corner of said Northwest Quarter; thence South 74° 45' 30" East, 265.60 feet; thence South 61° 41' 30" West, 105 feet, more or less, to the exterior boundary line of the parcel of land described in the deed from George D. Greenwood, et ux, to W. W. Potter, recorded April 14, 1928, in book 128 of Official Records, page 408; thence along the exterior boundary line of said Potter parcel as follows: South 15°14' 30" East, 29 feet, more or less, to an angle point therein, South 33° 03' 30" East, 103.79 feet, South 78° 17' 30" East, 97.72 feet, South 15° 14' 30" West, 195.20 feet, North 65° 49' West, 106.25 feet and North 56° 38' 30" West, 100 feet to the most southern corner of the parcel of land described in the deed from Mount Diablo Country Club to Grace M. Rhodin, recorded February 23, 1924, in book 470 of Deeds, page 46; thence along the southern line of said Rhodin parcel, North 56° 38' 30" West, 177.04 feet to the most western corner of said parcel (470 D 46), said point also being the southeastern corner of exception No. 1, as described in said deed to Diablo Properties, Inc., (1195 OR 487); thence along the southern line of said exception No. 1 as follows: North 85° 20' 45" West, 505.71 feet, South 75° 44' 30" West, 99.38 feet, North 87° 32' 30" West, 137.64 feet, North 77° 55' 30" West, 89.04 feet, North 37° 38' West, 147.92 feet, North 69° 56' West, 444.11 feet, South 81° 35' 45" West, 153 feet, North 57° 47' 15" West, 74.86 feet, North 34° 50' 30" West, 71.35 feet, North 72° 27' 15" West, 448.95 feet, North 48° 33' West, 29.61 feet and North 11° 5' 30" East to the southeastern line of the parcel of land described as Parcel Two in the deed from Mount Diablo Country Club to Martha H. Ransome, recorded May 27, 1924, in book 462 of Deeds, page 457; thence along the exterior boundary line of said Ransome parcel as follows: North 72° 27' 15" West, 10.9 feet; North 11° 05' 30" East, 93.46 feet and North 61° 10' 30" East, 18 feet to the western line of Lot 100, as shown on said map of Mount Diablo Estate Park Subdivision, First Unit; thence North 11° 05' 30" East along said western line, 91 feet, more or less, to the northwestern corner of said lot; thence South 78° 54' 30" East along the northern line of Lots 100 and 99, 108 feet, more or less, to the most western corner of the parcel of land described as Parcel One in the deed from Mount Diablo Country Club to Martha H. Ransome, recorded May 27, 1924, in book 462 of Deeds, page 457; thence along the northern line of said parcel as follows: North 61° 10' 30" East, 80.42 feet and North 82° 40' 30" East, 550 feet to the most northern corner of the parcel of land described in the deed from Mount Diablo Country Club to Martha Ransome, et al, recorded April 10, 1922, in book 409 of Deeds, page 205; thence South 74° 45' 30" East, 1000 feet to the northwestern corner of the parcel of land described in the deed from Mount Diablo Country Club to Ethel F. Lestor, recorded April 1, 1925, in book 493 of Deeds, page 57; thence Easterly along the northern line of said Lestor parcel, 100 feet to the northeastern corner thereof; thence Southerly along the eastern line of said parcel, 200 feet to the northwestern corner of Lot 82, as said lot is shown on said map hereinabove referred to; thence South 74° 45' 15" East, 334.40 feet to the point of beginning.

2. The parcel of land described as Parcel One in the deed from Laurence Curtola, et ux, to Community Land Development Co., a California corporation, recorded March 16, 1951, in book 1732 of Official Records, page 237, as follows:

That portion of Parcel One as described in the deed of trust from Laurence Curtola, et ux, to Corporation of America, as Trustee for Bank of America National Trust and Savings Association, as beneficiary, dated August 22, 1950, recorded September 1, 1950, under

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Recorder's Serial No. 44813 and being a portion of the North 1/2 of the Northeast 1/4 of Section 21 and a portion of the South 1/2 of the Southeast 1/4 of Section 16, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, described as follows:

Beginning at the northwestern corner of the parcel of land described in the deed from Laurence Curtola, et ux, to William Charles Helfrich, et ux, dated June 12, 1950, recorded August 10, 1950, under Recorder's Serial No. 40324; thence South 3° 57' 30" West along the western line of said Helfrich parcel, 832.88 feet to the south line of Parcel One as described in the deed from Title Insurance & Guaranty Company to Diablo Properties, Inc., dated April 28, 1948, recorded May 6, 1948, in book 1195 of Official Records, page 487; thence South 86° 07' West along said south line, 961.62 feet to the southwest corner of said Diablo Properties, Inc. parcel (1195 OR 487); thence along the west line of said parcel (1195 OR 487), North 28° 46' 45" West, 488.05 feet and North 21° 13' 20" East, 481.23 feet; thence leaving said west line, North 85° 53' East to a point which bears North 3° 57' 30" East, 57.57 feet from the point of beginning; thence South 3° 57' 30" West, 57.57 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion of the parcel above lying north of a line drawn parallel with and 30 feet southerly at right angles from the north line thereof.

PARCEL TWO:

Lot 9, as shown on the map of Resubdivision of Lots 330 to 348, inclusive, Mount Diablo Estate Park Subdivision, First Unit, filed July 12, 1924, in book 19 of Maps, page 455, Lots 329, 349 and 375 and portions of Lots 325, 326, 327, 328, 350 and 374, as shown on the map of Mount Diablo Estate Park Subdivision, First Unit, filed May 6, 1916, in book 15 of Maps, page 301, in the office of the County Recorder of Contra Costa County, described as a whole as follows:

Beginning at the most southern corner of Lot 9, as shown on said map; thence running along the southern line of Lots 329, 328, 327, 326 and 325, as follows: North 68° 30' 45" East, 102.79 feet, Easterly along the arc of a curve concave to the south having a radius of 292.79 feet an arc distance of 323.34 feet and northeasterly along the arc of a reverse curve having a radius of 60.31 feet an arc distance of 124.01 feet to the southeastern corner of the parcel of land described in the deed from Laurence Curtola, et ux, to Alfred B. Layton, et ux, recorded October 26, 1948, in book 1310 of Official Records, page 332; thence along the southern and western line of said parcel as follows: North 75° 57' West, 235.44 feet, North 6° 48' 30" East, 57.18 feet and North 22° 35' 30" West, 88 feet to the southwestern corner of the parcel of land described in the deed from Louise F. Sims to Alfred B. Layton, et ux, recorded August 8, 1945, in book 818 of Official Records, page 395; thence along the western line of said Layton parcel (818 OR 395) and the northerly prolongation thereof, North 13° 58' 30" East, 382.02 feet to a point in the center line of a road said point also being at the northwest corner of the parcel of land described in the deed from Florence A. Hutchinson and Ely C. Hutchinson to Alfred B. Layton, et ux, recorded May 3, 1944, in book 775 of Official Records, page 478; thence North 66° 01' 30" West along the center line of said road to the center line of Del Norte as shown on said map; thence North 18° 01' 45" East along said last named center line 84.52 feet to the center line of Vista Grande as shown on said map; thence along said last named center line as follows: North 70° 30' 15" West, 36.09 feet and westerly along the arc of a curve concave to the northeast having a radius of 187.17 feet an arc distance of 48.09 feet to the most northern corner of Lot 375, also shown on said map hereinabove referred to; thence running along the exterior boundary lines of Lots 375 and 9, hereinabove referred to as follows: South 51° 09' 15" West, 276.18 feet, North 82° 29' 45" West, 541.94 feet, North 88° 31' 15" West, 248.22 feet, South 83° 31' 30" East, 264.88 feet, South 82° 29' 45" East, 508.92 feet, South 11° 19' 15" West, 392.61 feet and South 30° 21' 30" East, 163.16 feet to the point of beginning.

PARCEL THREE:

Lot 8, as shown on the map of Resubdivision of Lots 330 to 348 inclusive, Mount Diablo Estate Park Subdivision, First Unit, filed July 12, 1924, in book 19 of Maps, page 455, in the office of the County Recorder of Contra Costa County.

~~PARCEL FOUR:~~

Portion of the Northwest 1/4 of the Southwest 1/4; portion of the Southwest 1/4 of the Northwest 1/4 of Section 14; portion of the Northeast 1/4 of the Southeast 1/4 and portion of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, containing 19.70 acres, more or less, described as follows:

Commencing at a point on the eastern line of Section 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, located thereon North 0° 09' 15" West distant 1806.07 feet from the southeastern corner of said Section 15; thence from said point of commencement, leaving said eastern line of said Section 15 and running North 86° 15' 30" West, 224.07 feet; thence North 21° 06' 45" West, 212.05 feet; thence North 3° 34' East, 75.98 feet; thence North 2° 34' 30" East, 214.65 feet; thence North 25° 56' 45" East, 124.30 feet; thence North 27° 24' 45" East, 66.22 feet; thence North 12° 45' West, 122.00 feet; thence North 9° 47' East, 140.95 feet; thence North 10° 46' East, 203.71 feet; thence North 79° 51' 15" East, 498.80 feet; thence South 25° 05' 45" East, 129.38 feet; thence South 26° 16' 45" East, 400 feet; thence South 8° 55' 45" East, 300 feet; thence South 32° 55' 15" West, 580.48 feet; thence North 82° 02' 45" West, 276.80 feet; thence North 86° 15' 30" West, 13.98 feet to the point of commencement.

SAVING AND EXCEPTING from Parcel Four:

1 - That parcel of land containing 0.719 of an acre, more or less, described in the deed from Mt. Diablo Country Club to Mt. Diablo Company, Ltd., dated March 28, 1931 and recorded April 3, 1931 in book 273 of Official Records, page 202.

2 - That portion of the premises lying within the parcel of land described in the deed from Title Insurance & Guaranty Company, to George J. Pacini, et al, dated April 24, 1946 and recorded May 7, 1946 in book 883 of Official Records, page 157.

3 - That portion of the premises lying within the parcel of land described in the deed from Title Insurance & Guaranty Company to George W. Goodyear, et al, dated July 23, 1946 and recorded October 16, 1946 in book 957 of Official Records, page 379.

PARCEL FIVE:

Portion of the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, being a strip of land 100 feet in width lying equally on each side of a centerline, described as follows:

Commencing at the 1/4 section corner common to sections 10 and 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian; thence South 84° 59' 45" East 275.22 feet; thence South 83° 28' 45" East 194.08 feet; thence South 14° 10' East 233.35 feet; thence South 1° 35' 45" West 65.05 feet to the true point of beginning for this description; thence from said true point of beginning South 7° 18' 15" East 69.55 feet; thence South 2° 57' 15" East 89.94 feet; thence South 12° 11' 45" West 156.11 feet; thence South 23° 49' 15" East 92.31 feet; thence South 18° 17' 15" West 99.22 feet; thence South 1° 07' 15" East 114.01 feet; thence South 37° 12' 45" West 204.25 feet; thence South 68° 02' 45" West 178.00 feet to its termination.

PARCEL SIX:

Portion of the Southeast 1/4 of the Southeast 1/4 of Section 1; portion of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, and portion of the Northwest 1/4 of the Northwest 1/4 of Section 7, Township 1 South, Range 1 East, Mount Diablo Base and Meridian, containing 20.59 acres, more or less, described as follows:

Commencing at the northeast corner of Section 12, Township 1 South, Range 1 West; thence North 0° 16' West, 95 feet to the point of beginning; thence North 39° 34' West, 342 feet; thence South 67° 1' West, 260 feet; thence South 45° 1' West, 157 feet; thence South 25° 51' West, 266 feet; thence South 16° 31' West, 545.30 feet; thence South 13° 39' East, 360 feet; thence South 83° 59' East, 185 feet; thence North 82° 44-1/2' East, 114.70 feet; thence North 74° 41' East, 119.14 feet; thence North 62° 11' East, 560 feet; thence North 27° 49' West, 290 feet; thence North 9° 1' East, 240 feet to the point of beginning.

PARCEL SEVEN:

Portion of the Southeast 1/4 of Section 16 and portion of the Southwest 1/4 of Section 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the most northerly point of the northerly boundary of the 221.43 acre tract described in the deed from Mount Diablo Park Commission, et al, to Mt. Diablo Country Club, dated December 31, 1919, recorded January 31, 1920, in book 359 of Deeds, page 153; thence North 26° 45-1/2' West, 52.4 feet; thence South 45° 49-3/4' West, 1313.66 feet; thence South 71° 8-1/2' West, 955.1 feet; thence South 73° 51-1/2' West, 1056.9 feet; thence South 21° 13-1/2' West, 130.7 feet; thence North 71° 8-1/2' East, 2147.28 feet; thence North 45° 49-3/4' East, 1309.30 feet to the place of beginning.

PARCEL EIGHT:

Portion of the West 1/2 of the Southwest 1/4 of Section 15 and portion of the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, containing 4 acres, more or less, described as follows:

Beginning at a point on the southerly line of the 331.66 acre tract described in the deed from The Hibernia Savings and Loan Society to G. W. McNear, dated August 20, 1926, recorded May 28, 1930, in book 238 of Official Records, page 214, distant thereon South 45° 53-3/4' West, 643.06 feet from the most northerly point in the southerly line of said McNear Tract (238 OR 214); thence from said point of beginning along the southerly line of said 331.66 acre tract as follows: South 45° 53-3/4' West, 670.6 feet; South 71° 12-1/2' West, 955.10 feet; South 73° 55-1/2' West, 174.3 feet to a point bearing North 73° 55-1/2' East, 882.6 feet from a concrete monument at an angle in said southerly line; thence leaving said southerly line, North 62° 17' 40" East, 1797.09 feet to the point of beginning.