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LEASE AND PURCHASE CONTRACT

THIS AGREEMENT, made this 1st day of Feb. 1958, 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

WHEREAS, it is the intention of Party of the First Part not to participate in any future expenses incurred by Party of the Second Part relating to additions, alterations, repairs or any changes in the Diablo Country Club facilities described in the exhibits attached hereto; and

WHEREAS, in consideration thereof it is the desire of Party of the Second Part to reduce the purchase price of said Diablo Country Club properties from the amount of $529,000.00 set forth in the contract between the parties dated January 1, 1956, to the sum of $380,000.00;

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and conditions hereinafter 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 February, 1958, until February 1, 1961, the Diablo Country Club properties hereinbefore described in said exhibits.

This lease and purchase contract 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 February, 1958.

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 in ac-

Recorded at request of Carl Vendt, Esq
at 3:55 min. past 3 P.M. FEB 21 1958
Fee $ 20.00 Contra Costa County Records
W. T. Paasch, County Recorder.

cordance 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 representations 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 mechanics' 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 area incorporated in this agreement 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 1,1961, Party of the First Part will sell and Party of the Second Part will purchase said properties for the sum of THREE HUNDRED EIGHTY THOUSAND DOLLARS ($380,000.00) lawful money of the United States, payment to be at the rate of FOUR

THOUSAND DOLLARS ($4,000.00) per month at five (5) per cent interest, and subject to the following terms and conditions:

(a) This combined lease and purchase contract shall extend for fifteen (15) years from the inception date of the lease, February 1, 1958.

(b) Party of the Second Part may pay the whole or any portion of the purchase price at any time before the date of sale, to wit, February 1, 1961. Payment of the entire purchase price, whenever paid during said period, shall terminate the contract.

(c) It is further agreed that Party of the Second Part may, at any time after the date of sale, namely February 1, 1961, pay the whole or any portion of the balance of the purchase price.

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 purposes 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 shall have written notice of the exact manner in which it has failed to comply with the terms and conditions herein and shall have ten (10) days after receipt of said written notice within which to comply with the provisions of said contract.

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 _____, 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 Part, 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 quitclaim 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 quitclaim 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 First Part 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 Part of the First Part.

22. Party of the Second Part agrees that during the term of this contract 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.

(a) Party of the First Part consents that any portion of the properties agreed upon by the parties may be sold or leased, providing that the sale or lease of such properties does not interfere with the reasonable use of the golf facilities.

(b) Should the parties be unable to agree whether sale or lease of any of said properties will interfere with the reasonable use of said golf facilities, such determination shall be made by a golf architect chosen by the party of the Second Part.

(c) Proceeds of any property so sold or leased shall be paid to the Party of the Second Part, to be used by said party for necessary operating costs or applied upon principal as it deems advisable.

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.

25. Party of the First Part waives any past defaults alleged by him to have been committed by Party of the Second Part.

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 Bailey Keaton
President

By Walter E. Mundally
Secretary

Party of the Second Part

State of California } SS
County of Contra Costa }

On This 1st day of February in the year One Thousand Nine Hundred and fifty-eight before me Thelma Tromp a Notary Public in and for the County of Contra Costa State of California, residing therein, duly commissioned and sworn, personally appeared Laurence Curtola, Fredericka Curtola, Justice Bailey and Walter E. Mundally known to me to be the persons described in and whose names are subscribed to the within instrument, and they 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.

Thelma Tromp
Notary Public
In and for said County of Contra Costa State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires Feb. 16, 1962
FORM NP28X-1 PICA Oakland, Calif

LIBER 3123 PAGE 274

LIBER 2734 PAGE 110

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, 317.06 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.

2

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 68° 42' 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, 448.55 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

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.

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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:

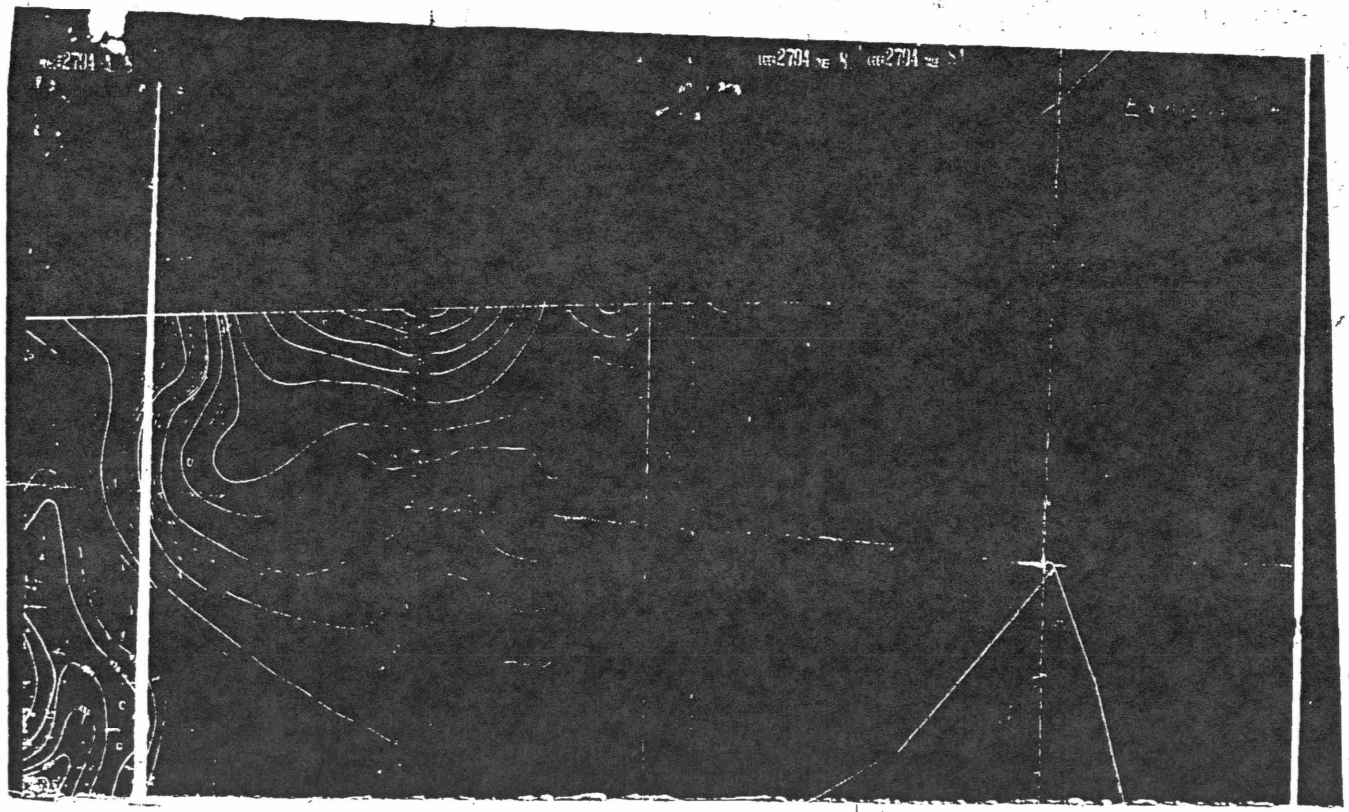
Portion of the Southeast 1/4 of Section 16 and portion of the Southwest 1/4 of Section 15, Township 1 South, Range 1 West, Mount Diablo Base and Meridian, described as follows:

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.

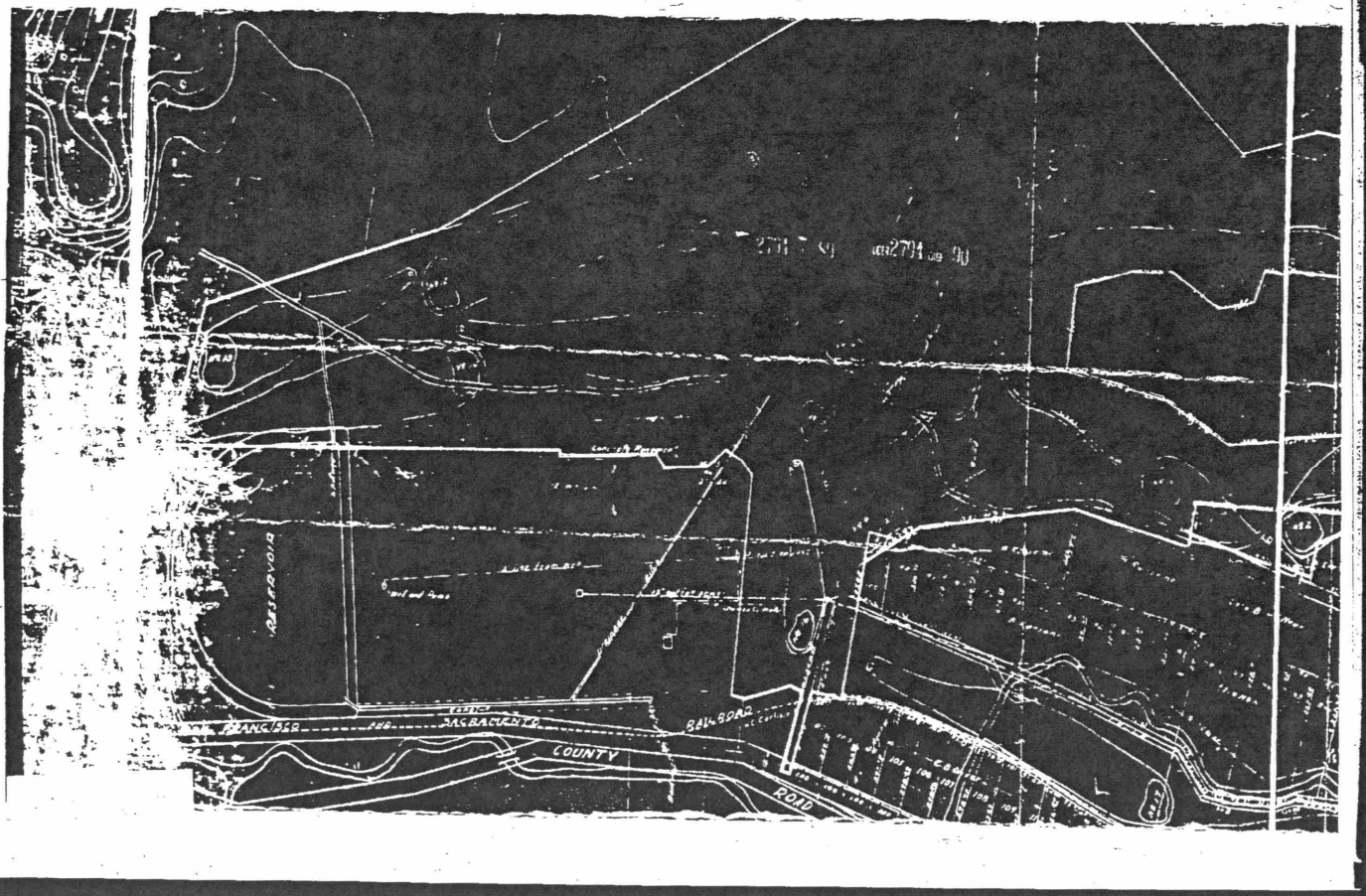
PARCEL EIGHT:

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:

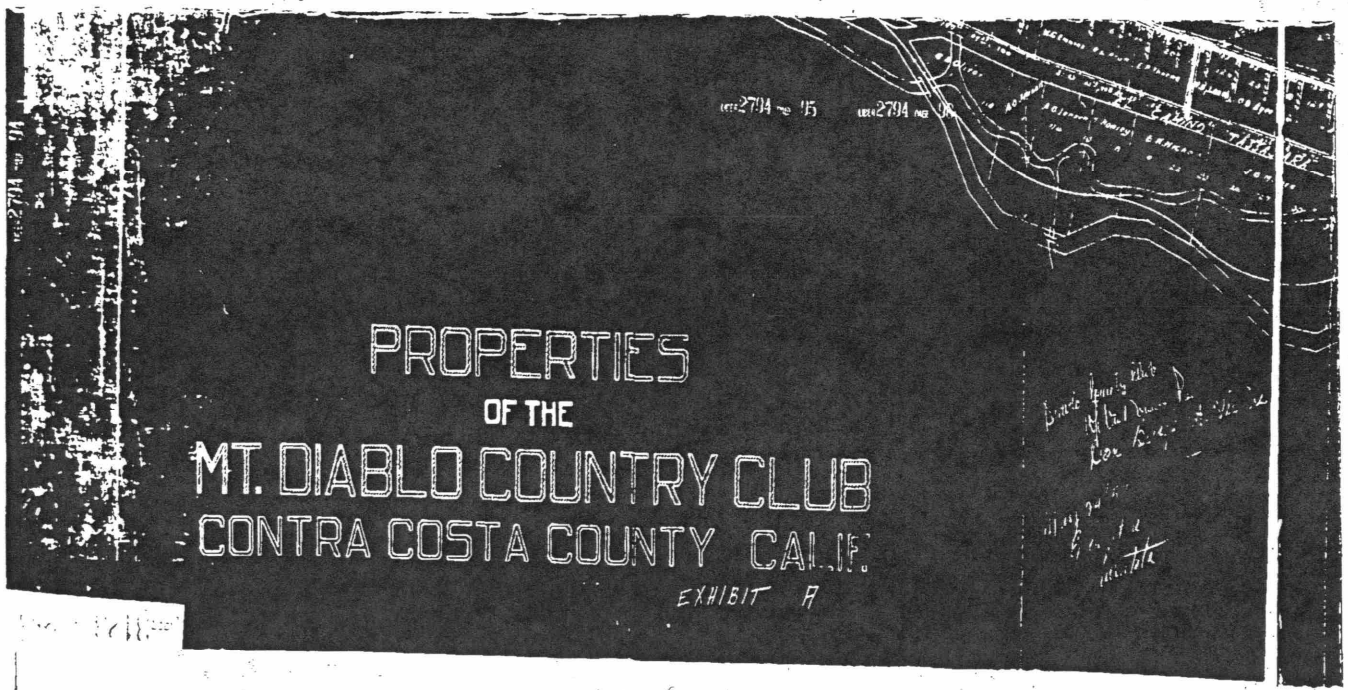
Beginning at a point on the southerly line of the 331.66 acre tract described in the deed from The Hibernia Savings and Loan Society to G. W. McNear, dated August 20, 1926, recorded May 28, 1930, in book 238 of Official Records, page 214, distant thereon South 45° 53-3/4' West, 643.06 feet from the most 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.



LAKE RESERVATION
435418-1
435418
435418-2
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RESERVOIR
SAGAMORE
COUNTY
ROAD




PROPERTIES
OF THE
MT. DIABLO COUNTRY CLUB
CONTRA COSTA COUNTY CALIF.
EXHIBIT A

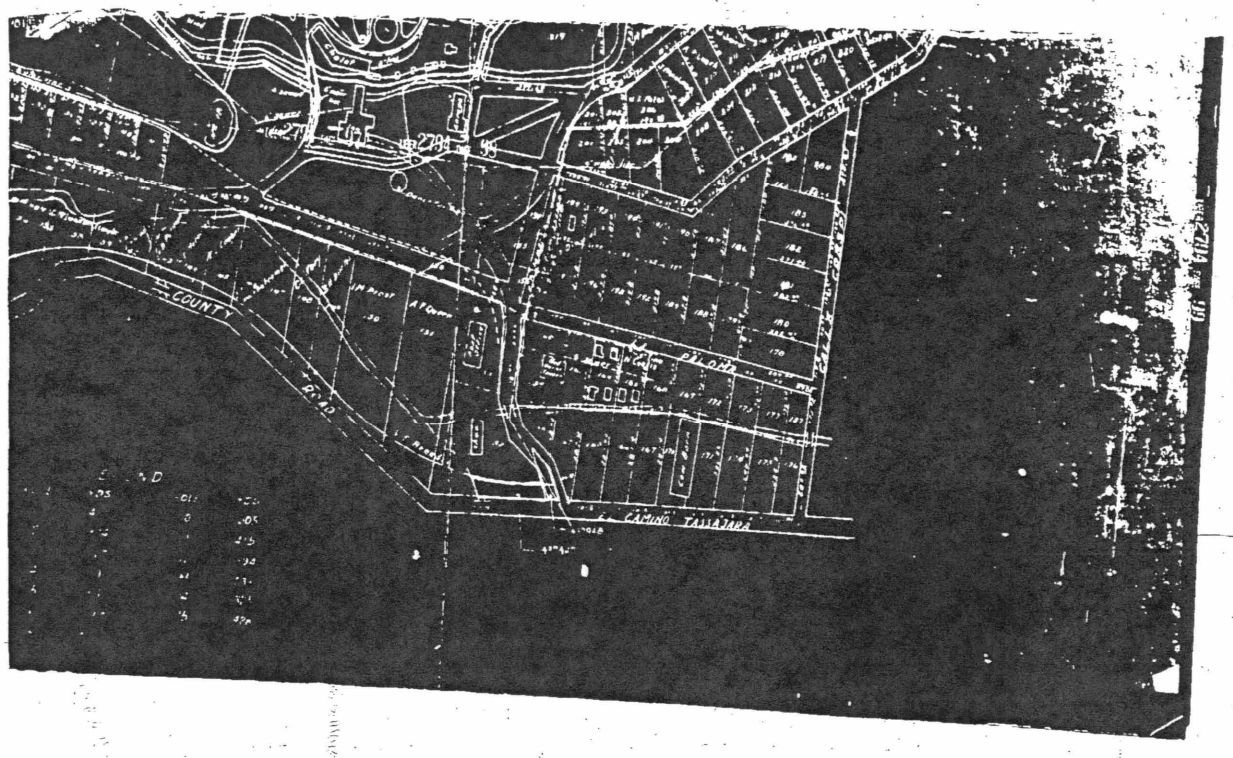

COUNTY
ROAD
CAMINO TASAJARA

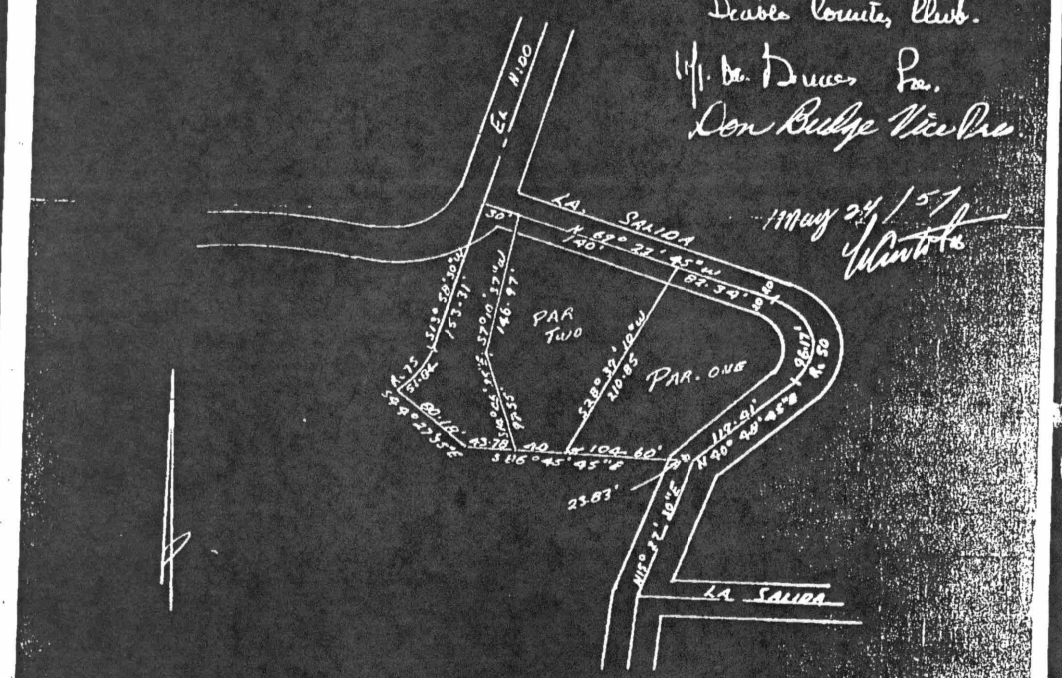
Exhibit D.

Desoto County Club.

W. M. Bruce Pres.

Don Budge Vice Pres

May 24/57



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS