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City of Orinda
22 Orinda Way
Orinda, California 94563
Attention: City Clerk



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**EIGHTH AMENDMENT TO THE
DEVELOPMENT AND
PRE-ANNEXATION AGREEMENT
FOR
GATEWAY VALLEY
BETWEEN
CITY OF ORINDA
AND
OG PROPERTY OWNER, LLC**

Effective Date: June 5, 2018

**EIGHTH AMENDMENT TO THE DEVELOPMENT AND
PRE-ANNEXATION AGREEMENT FOR GATEWAY VALLEY BETWEEN CITY
OF ORINDA AND OG PROPERTY OWNER, LLC**

THIS EIGHTH AMENDMENT TO THE DEVELOPMENT AND PRE-ANNEXATION
AGREEMENT FOR GATEWAY VALLEY BETWEEN CITY OF

ORINDA AND OG PROPERTY OWNER, LLC (“Eighth Amendment”) is entered into as of
this 5th day of June, 2018 by and between the CITY OF ORINDA, a municipal
corporation of the State of California (“City”), and OG Property Owner, LLC, a Delaware
limited liability company (“OGLLC”), as successor-in-interest to Orinda Gateway, LLC. These
entities are collectively referred to below as “Parties.”

RECITALS:

This Eighth Amendment is entered into upon the basis of the following facts,
understandings and intentions of the Parties:

- A. The City Council of the City of Orinda, pursuant to Government Code Sections 65864 through 65869.5 and City Council Resolution No. 19-90 (“Development Agreement Legislation”), enacted Ordinance No. 94-27, adopting the 1994 Development Agreement and Pre-Annexation Agreement, on November 15, 1994; enacted Ordinance No. 99-02, approving the First Amendment to the Development and Pre-Annexation Agreement, on April 20, 1999; enacted Ordinance No. 05-02, effective April 16, 2005, approving the Second Amendment and Restatement of the Development and Pre-Annexation Agreement for Gateway Valley between the City of Orinda and Orinda Gateway, LLC (“Restated Development Agreement”) and related Conditions of Approval for development of the Montanera Project; enacted Ordinance No. 06-05 on October 17, 2006, effective immediately, approving the Third Amendment to the Restated Development Agreement for development of the Montanera Project; enacted Ordinance No. 07-01, effective March 8, 2007, approving the Fourth Amendment to the Restated Development Agreement for development of the Montanera Project; enacted Ordinance No. 10-01, effective May 13, 2010, approving the Fifth Amendment to the Restated Development Agreement for development of the Montanera Project, and enacted Ordinance No. 13-01, effective June 6, 2013, approving the Sixth Amendment to the Restated Development Agreement for development of the Montanera Project (renamed “Wilder Project”), and enacted Ordinance No. 16-04, effective July 22, 2016 approving the Seventh Amendment (collectively, “Restated Development Agreement”).
- B. On June 17, 2008 and November 17, 2014, respectively, the City Manager of the City of Orinda, pursuant to Sections 11.1 and 11.2 of the Restated Development Agreement executed minor amendments to the Restated Development Agreement (“Administrative Changes”).

- C. The Restated Development Agreement and the Administrative Changes are collectively referred to below as the "Development Agreement" or the "Agreement."
- D. The City and OGLLC desire to do the following: (1) amend the time for completion of the Art & Garden Center and Playfields 4 and 5; (2) amend the time for implementation of the BART/downtown shuttle and the terms for the shuttle's operation; (3) delete the requirement for a school shuttle and state that the Wilder Homeowners Association may implement school shuttle service; (4) clarify the legal standard applicable to development of second units on lots within the Wilder Project to conform to state law; (5) delete description of the Playfield dimensions; (6) clarify that, in adopting the Seventh Amendment, the Parties did not intend to require lighting on Playfield 4; (7) amend the text and the figures in the Development Agreement, the Final Development Plan, the Landscape Master Plan, Tentative Map 9074, and related Final Maps that describe and depict the system of trails, paths, roads, meanders, and neighborhood connections throughout the Wilder Project (collectively, the "Circulation Plan") to reflect both changes that have occurred since 2005 as well as proposed changes to the Circulation Plan; and (8) provide for the update of the Wilder Project's Signage and Lighting Plan.
- E. On June 13, 2017, the Planning Commission considered a prior draft of the Eighth Amendment after a duly noticed public hearing and recommended that the City Council approve the Eighth Amendment as presented.
- F. After the Planning Commission's June 13, 2017 consideration of the Eighth Amendment, OGLLC and the City discussed a number of changes to the various components of the Wilder Project's circulation system.
- G. On January 30, 2018, the Planning Commission considered a revised Eighth Amendment to the Development Agreement after a duly noticed public hearing and recommended that the City Council approve the draft Eighth Amendment except for:
- the removal of the school shuttle requirement and
 - the proposal in the draft Circulation Plan to provide sidewalks only on private streets in Subdivision Final Map 9074.
- H. On February 20, 2018, the City Council held a duly noticed public hearing and introduced Ordinance No. 18-03 with minor amendments to the revised Eighth Amendment's terms regarding the BART shuttle, the requirement for a school shuttle, and the proposed deletion of sidewalks on Frog's Leap Way in Subdivision Final Map 9074.
- I. On March 20, 2018, the City Council continued the adoption of Ordinance 18-03 to a date uncertain and directed staff to meet with OGLLC to see if the Parties could agree to revise the Circulation Plan to provide for four (4) foot

wide sidewalks on all of the private streets in the Project.

- J. On May 1, 2018, the City Council considered a revised Eighth Amendment that, among other changes, includes a revised Circulation Plan that provides for four (4) foot wide sidewalks on all of the private streets in the Project.
- K. On May 14, 2018 the City Council of the City of Orinda adopted an Addendum to the Gateway Valley 2005 Supplemental Environmental Impact Report in accordance with Section 15164 of the State CEQA Guidelines.
- L. The City of Orinda City Council, after duly noticed public hearings on May 1, 2018, and May 14, 2018, adopted this Eighth Amendment by Ordinance No. 18-03.

NOW THEREFORE, pursuant to Section 11.1 of the Development Agreement, the Parties hereto agree to the following:

1. Defined Terms. All terms used herein shall have the meanings given in the Development Agreement except as expressly otherwise provided herein.

2. Enumeration of Specific Amendments. The Development Agreement is hereby revised to incorporate the following amendments, consistent with the requirements of Section 11.1 of the Development Agreement. **In all of the following sections, where the amendment revises text, double underline text indicates new text; ~~strikeout text~~ indicates a deletion.**

2.1 Timing of Delivery of Community Playfields and Art & Garden Center. March 2005 DA Condition of Approval No. 22, as previously amended by Section 2.9 of the ~~S e v e n t h~~ Amendment, is hereby further amended as follows:

OGLLC shall submit plans and receive City approval of the Community Facilities and Public Improvements, as these terms are defined in the DA. Because the Community Facilities are being constructed by OGLLC for the benefit of the City and the public, the application(s) for the Community Facilities shall be considered a joint application of OGLLC and the City, and all City related application fees shall be waived. The Wilder City Council Subcommittee shall review and make recommendations to the City Council regarding the plans for the Art & Garden Center and the Trailhead Respite Area. The construction plans for the community playfields were submitted to the City prior to issuance of a building permit for the first home. Construction of the community playfields and the Art & Garden Center shall be completed as follows:

- Playfields 1 and 2: Completed.
- Playfield 3 (including comfort station 2): Completed.
- Playfields 4 and 5 and the Art & Garden Center: by June 1, 2018, each

subject to Permitted Delays.

- In order to be considered “complete” for purposes of the above deadlines, the turf grass playing surface on Playfield 5 must have been in place for at least sixty (60) days.
- The Parties further agree that “Permitted Delays” for the purpose of this section includes unusually severe weather which means that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for every winter season (October 1st to April 15th) occurring after commencement of active construction of Playfields 4 and 5 or the Art & Garden Center.
- The City shall cooperate and expeditiously process applications for Playfields 4 and 5 and the Art & Garden Center. The City shall also assist OGLLC to secure Contra Costa County’s expeditious review of OGLLC’s permit applications. The Parties acknowledge that permitting delays by the City or County could result in delays in OGLLC’s compliance under this Agreement. The Parties shall meet and confer regularly to ensure timely completion of these Community Facilities.

2.2 Adjusted Size of Community Playfields. Development Agreement Appendix B § 2.B.1, ¶ 4 (as amended by the Seventh Amendment Section 2.7) is further amended as follows:

Community Playfields. In the approximate locations shown on Figures A.1 in Appendix A, and B.5, Community Playfields Detail in Appendix B, the following park and ancillary uses shall be developed on approximately 34 acres (collectively, “Community Playfields”) partially situated on the OGLLC Lands and partially on EBMUD Lands: (1) a total of 5 field areas, consistent with approved plans, including: (a) ~~one three~~ combination baseball/soccer fields with a 300’ radius baseball field and 360’ x 220’ soccer field (field of play dimensions of 360’ x 200’), (b) ~~one~~ combination baseball/soccer field with a 300’ radius baseball field and 320’ x 210’ soccer field (field of play dimensions of 300’ x 180’), (c) ~~one~~ combination soccer/baseball field with a 280’ radius baseball field and a 390’ x 220’ soccer field (field of play dimensions of 300’ x 180’), (b) one separate 225’-baseball diamond and (c) one separate 350’ x 260’ soccer field (field of play dimensions of 320’ x 220’); (2) parking for up to 277 cars, including 10 car spaces and 2 horse trailer spaces at the trailhead (which trailhead spaces may be relocated or removed in the future, at the City’s discretion, in consultation with EBRPD), and six (6) car spaces at the mail kiosk adjacent to the Art & Garden Center; (3) public trails and trailheads; (4) the Maintenance Area described under “Use: Playfield Maintenance Yard;” (5) the Art & Garden Center as defined in Section 2.2 of this Seventh Amendment, approximately 2.2 acres of passive park area, including a grass/meadow area measuring a minimum 300’ x 120’; (6) a small portion of the public

entrance road; (7) other ancillary uses such as restrooms, snack shacks, picnic areas, tot lots (approximately 5,000 square feet in size, located to avoid any possible impacts from overhead power lines or hazards presented by foul balls from the baseball diamonds), landscaping, and storage sheds; and (8) creek restoration and mitigation work. In addition, as shown on the inset in Figure A.1, Appendix A, approximately 50 parking spaces may be replaced at the City's discretion with two public tennis courts and one playfield may be replaced with an Elementary School and an adjacent field (designated for school recreational purposes pursuant to a joint use agreement). See Appendix E. The two northernmost baseball/soccer combination fields shown on Figure B.5, and Playfield 4, shall include artificial turf (if approved by the SF Bay Regional Water Quality Control Board) and field lighting.

2.3 Appendix D. Section 1(F) of Appendix D to the Development Agreement is amended as follows:

~~The school shuttle mitigation requirement contained in Mitigation B-2a of the 1994 MMRP (as fully incorporated into the 2005 Supplemental MMRP) shall remain in effect in its entirety. In addition, the following transportation systems management ("TSM") measures required by Mitigation B-4 of the 2005 Supplemental MMRP shall also remain in effect as~~

~~hereby modified: (1) B-4a, require compliance with the City's TSM ordinance as it has been amended or is amended in the future; (2) B-4c, the school shuttle and BART/downtown shuttle shall be required (the school shuttle is explained in detail in Mitigation B-2a); and (3) B-4e, incentives for ride sharing and transit use shall be voluntary.~~

A BART/downtown shuttle shall be implemented concurrent with the time that the 200th home in the Project is ready for occupancy issuance of the building permit for the 100th home for the Project. After the BART/downtown shuttle has been in operation a minimum of eighteen months of operation following construction of the 200th home of the Project, OGLLC or the Wilder Homeowners Association ("HOA") may file an application to the City Council to discontinue the shuttle. The City Council may discontinue the BART/downtown shuttle only upon finding that shuttle ridership levels are too low to warrant continued shuttle operation. This eighteen month period may be shortened, and the BART/downtown shuttle may be eliminated, if the City Council finds that an alternative transportation demand management measure is more effective than a BART/downtown shuttle. The above-referenced BART/downtown shuttle may be operated through CCTA, BART, OGLLC or the HOA Montanera homeowners association or in coordination with Pine-Orinda Grove and/or Orinda Woods. The BART/downtown shuttle shall operate between Gateway Valley ~~(at a minimum, stops shall be provided at the Art & Garden Center and Community Playfields)~~ and downtown Orinda, including the BART station. The shuttle shall operate during morning and evening peak periods, on providing a combination of scheduled service and/or on-demand service (similar to a taxi). The HOA and the Planning Director shall consult and determine the location of the stops for the BART/downtown shuttle. The frequency, timing, and location of shuttle service shall be subject to the approval of the Planning Director.

In addition, if the HOA decides that it wants to implement a school shuttle service from the Project, the HOA shall determine the frequency, timing, location and duration of the school shuttle service.

2.4 Second Units. Section 2.16 of the Seventh Amendment is amended as follows:

~~Second Units~~ Accessory Dwelling Units. An accessory dwelling second unit may be constructed on a lot in the Wilder Project if the accessory second dwelling unit complies with State law and with the Orinda Municipal Code and if the accessory dwelling second unit is not materially inconsistent or materially in conflict with the ~~intent, purposes,~~ terms, standards or conditions of this Agreement.

2.5 Clarification Re Playfield 4. Development Agreement Section 4.4.3(a) (as amended by Section 2.6 of the Seventh Amendment) is hereby further amended as follows:

4.4.3 Additional Requirements With Respect to Community Facilities

(a) Community Playfields. Orinda Gateway, LLC shall design and construct the Community Playfields, including artificial turf and lighting for the northernmost two sets of Community Playfields and artificial turf on Playfield 4... .

2.6 Wilder Project Circulation Plan. This Eighth Amendment identifies changes to the Wilder Project's Circulation Plan that have been implemented since the approval of the Development Agreement, the Final Development Plan, the Revised Landscape Master Plan, and Final Maps for the Project as well as other proposed changes to the Project's circulation system. The Parties agree that, notwithstanding anything to the contrary in the Development Agreement, the Final Development Plan, the Revised Landscape Master Plan, and any other Project Approval, as of the Effective Date of this Eighth Amendment, the document entitled "Wilder 2018 Circulation Plan" (Attachment 1 to this Eighth Amendment) shall govern the location, dimensions, and composition of the Wilder Project's Circulation Plan. The Parties intend that Attachment 1 replace and supersede all of the provisions of the following documents that identify the components of the Wilder Project's circulation system: (1) the text, figures, and Appendices of the Development Agreement, (2) the text and figures of the Final Development Plan, and (3) the text and figures of the Master Landscape Plan, approved by the Planning Commission on February 10, 2015, and (4) Tentative Map 9074 and related Final Maps.

The Wilder Project's Improvement Plans shall be modified to be consistent with Attachment 1 and shall be subject to the review and approval of the Public Works Director.

In addition, the Wilder Project's Signage and Lighting Plan shall be modified to be consistent with Attachment 1 and to ensure pedestrian, bicycle and vehicular safety and wayfinding. The updated Signage and Lighting Plan shall be subject to the review and approval of the Planning Director, in consultation with the Public Works Director, the Director of Parks and Recreation, and East Bay Regional Park District.

3. Interpretation.

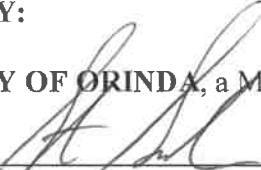
- (a) The Development Agreement shall be construed as having been modified by this Eighth Amendment. Except as expressly modified by this Eighth Amendment, the Development Agreement remains in full force and effect.
- (b) In the case of conflict between the provisions of this Eighth Amendment and the terms of the Development Agreement, including the Final Development Plan or any other Project Approval related to the Wilder Project, the provisions of this Eighth Amendment shall control.

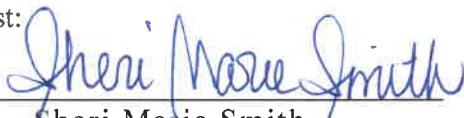
4. Effective Date: Recordation. The Effective Date of this Eighth Amendment shall be the later of (i) the effective date of the enacting ordinance or (ii) the date on which both the City and OGLLC have executed this Eighth Amendment. This Eighth Amendment shall be recorded as provided in Section 2.1 of the Development Agreement.

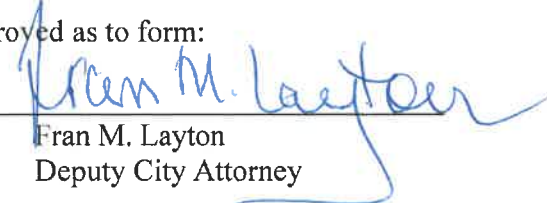
IN WITNESS WHEREOF, the City and OGLLC have executed this Eighth Amendment pursuant to Section 11.1 of the Development Agreement to signify their commitment to be bound hereby as of the day and year first written above.

CITY:

CITY OF ORINDA, a Municipal Corporation of the State of California

By: 
Steve Salomon
City Manager
[signature must be notarized]

Attest:
By: 
Sheri Marie Smith
City Clerk

Approved as to form:
By: 
Fran M. Layton
Deputy City Attorney

OGLLC:

OG PROPERTY OWNER, LLC, a Delaware limited liability company
By: Orinda Gateway Holdings, LLC,
a Delaware limited liability company,
its Sole Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Contra Costa)

On 6/5/18 before me, Sheri Marie Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steve Salomon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sheri Marie Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

By: Orinda Gateway, LLC,
a California limited liability company,
its Sole Member

By: Brookside Land Company, LLC,
a California limited liability company,
its Administrative Member

By: Scott Goldie
Name: Scott Goldie
Title: Manager
[signature must be notarized]

Approved as to form:

Holland & Knight LLP,
Attorneys for OGLLC

By: Tamsen Plume
Tamsen Plume

993534.1

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

State of California)
County of Napa) S.S

On 5/17/2018 before me, Doug Alvey, Notary Public personally appeared
Scott Goldie

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

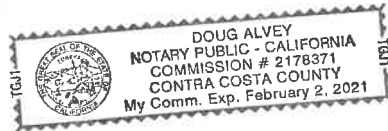
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Doug Alvey
Doug Alvey, Notary Public

Commission Number: 2178371

Commission Expiration: 2/2/2021

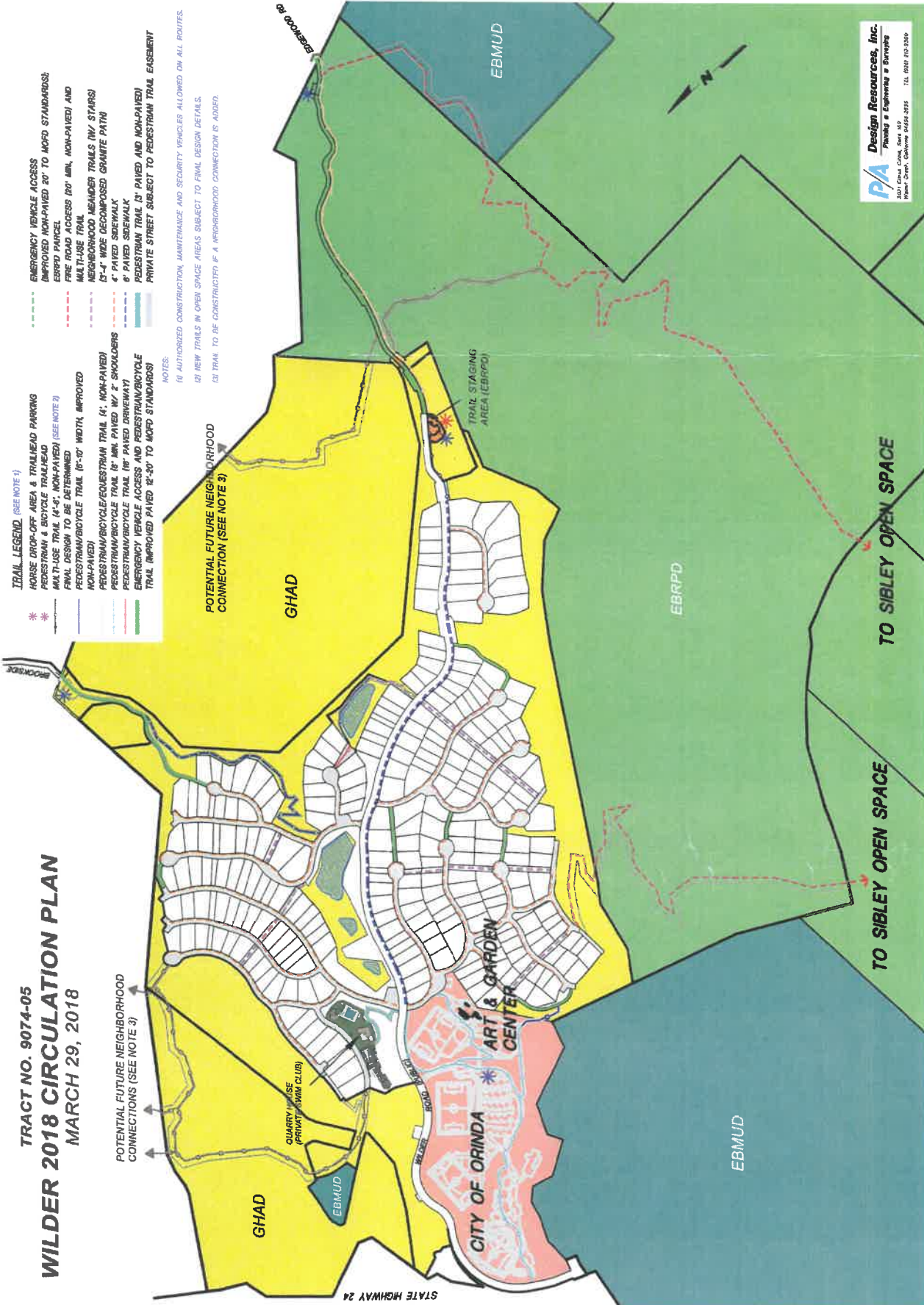


Attachment 1

Wilder Project Circulation Plan

Recording Note: The following figure, as approved by the City Council on May 14, 2018 by Ordinance No. 18-03, is on file with the City Clerk's Office, City of Orinda, 22 Orinda Way, Orinda, California 94563: Wilder 2018 Circulation Plan, prepared by P/A Design Resources, Inc., dated March 29, 2018, consisting of 1 sheet.

TRACT NO. 9074-05
WILDER 2018 CIRCULATION PLAN
 MARCH 29, 2018



- TRAIL LEGEND (SEE NOTE 1)**
- * HORSE DROP-OFF AREA & TRAILHEAD PARKING
 - * PEDESTRIAN & BICYCLE TRAILHEAD
 - * MULTI-USE TRAIL (4'-6", NON-PAVED) (SEE NOTE 2)
 - * FINAL DESIGN TO BE DETERMINED
 - * PEDESTRIAN/BICYCLE TRAIL (6'-8" WIDTH, IMPROVED NON-PAVED)
 - * PEDESTRIAN/BICYCLE/EQUESTRIAN TRAIL (6", NON-PAVED)
 - * PEDESTRIAN/BICYCLE TRAIL (8" MIN. PAVED W/ 2' SHOULDERS)
 - * PEDESTRIAN/BICYCLE TRAIL (8" MIN. PAVED DRIVEWAY)
 - * EMERGENCY VEHICLE ACCESS AND PEDESTRIAN/BICYCLE TRAIL (IMPROVED PAVED 12'-30" TO MOFD STANDARDS)
- EMERGENCY VEHICLE ACCESS**
- IMPROVED NON-PAVED 20' TO MOFD STANDARDS
 - IMPROVED PARCEL
 - FIRE ROAD ACCESS (20' MIN. NON-PAVED) AND MULTI-USE TRAIL
 - NEIGHBORHOOD MEMBER TRAILS (W/ STAIRS)
 - 12'-4" WIDE DECOMPOSED GRANITE PATH
 - 4' PAVED SIDEWALK
 - 6' PAVED SIDEWALK
 - PEDESTRIAN TRAIL (5' PAVED AND NON-PAVED)
 - PRIVATE STREET SUBJECT TO PEDESTRIAN TRAIL EASEMENT

NOTES:

- (1) AUTHORIZED CONSTRUCTION, MAINTENANCE AND SECURITY VEHICLES ALLOWED ON ALL ROUTES.
- (2) NEW TRAILS IN OPEN SPACE AREAS SUBJECT TO FINAL DESIGN DETAILS.
- (3) TRAIL TO BE CONSTRUCTED IF A NEIGHBORHOOD CONNECTION IS ADDED.

PA Design Resources, Inc.
 Planning & Engineering & Surveying
 10000 Wilshire Blvd, Suite 1000
 Culver City, California 90230
 TEL: (310) 250-3300

Exhibit 'A'

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ORINDA, CONTRA COSTA COUNTY, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34 AS SHOWN ON THE FINAL MAP OF SUBDIVISION 9223 FILED MARCH 11, 2016 IN BOOK 527 OF MAPS AT PAGES 45-54 CONTRA COSTA RECORDS.

PARCEL Y, Z, AA, BB, AND VVV OF SAID SUBDIVISION 9223.

LOT 47, 49, 113, 114, 115, 116, 123, 129, 131, 134, AND 135 AS SHOWN ON THE FINAL MAP OF SUBDIVISION 9074 FILED JULY 22, 2008 IN BOOK 507 OF MAPS AT PAGES 11-60 CONTRA COSTA COUNTY RECORDS.

PARCEL H, J, K, L, M, N, T, X, CC, EE, HH, II, JJ, KK, LL, MM, NN, PP, SS, GGG, AND NNN OF SAID SUBDIVISION 9074.

PARCEL GG OF SAID SUBDIVISION 9074 EXCEPTING THEREFORM THAT PORTION CONVEYED TO THE CITY OF ORINDA BY DEED RECORDED JULY 5, 2012 IN DOCUMENT 2012-0158095-00 AND BY DEED RECORDED JULY 25, 2013 IN DOCUMENT 2013-0185486-00.

PARCEL A, B, C, D, E, F, G, K, NNN, OOO, PPP, AND RRR AS SHOWN ON THE FINAL MAP OF SUBDIVISION 9224 FILED DECEMBER 24, 2014 IN BOOK 522 OF MAPS AT PAGES 32-43 CONTRA COSTA COUNTY RECORDS.

LOT 230, 232, 234, 240, 241, 242, AND 243 AS SHOWN ON THE FINAL MAP OF SUBDIVISION 9222 FILED DECEMBER 12, 2013 IN BOOK 518 OF MAPS AT PAGES 29-44 CONTRA COSTA COUNTY RECORDS.

PARCEL L, M, N, QQQ, SSS, TTT, AND UUU OF SAID SUBDIVISION 9222.

PRIVATE ROADS BIG ROCK ROAD, FIDDLENECK WAY, AND QUARRY HILL ROAD OF SAID SUBDIVISION 9223.

PRIVATE ROADS BIGLEAF ROAD, BOEGER RANCH ROAD, FROGS LEAP WAY, PAINTBRUSH LANE, QUARRY HILL ROAD, QUARRY HOUSE DRIVE AND WINDY CREEK WAY OF SAID SUBDIVISION 9074.

PRIVATE ROADS BIGLEAD ROAD, COFFEE BERRY LANE, GRASSY HILL WAY, TOMCAT WAY, WEST HILL WAY AND WILD LILAC WAY OF SAID SUBDIVISION 9224.

PRIVATE ROADS DAIRY CREEK LANE, MONKEYFLOWER LANE, AND TWIG LANE OF SAID SUBDIVISION 9222.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM,
ZONE 3 NAD 83. MULTIPLY DISTANCES BY 1.00007083 TO OBTAIN GROUND DISTANCES.