

WHEN RECORDED MAIL TO:

CARNEROS COTTAGES, LLC
C/O COX, CASTLE & NICHOLSON LLP
19800 MacArthur Boulevard
Suite 500
Irvine, California 92612-2435
ATTN: D. Scott Turner, Esq.

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT (the "**Easement**") is made and entered into on _____, 2007, by and between Carneros Cottages, LLC, a California limited liability company ("**Orchard Developer**"), Carneros Lodge, LLC, a California limited liability company ("**Lodge Owner**") and Carneros Inn, LLC, a California limited liability company ("**Hotel Owner**"), with reference to the following facts:

RECITALS

A. Orchard Developer is the owner of certain real property situated in the County of Napa, California, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Orchard Parcel**"), in which Orchard Developer intends to sell 170 fractional undivided interests to purchasers who will periodically use and occupy the seventeen (17) accommodations (each a 'Cottage') thereon. Part of the Orchard Parcel includes a road that services both the Orchard Parcel and other parcels in the vicinity of the Orchard Parcel. The other parcels so served are described in the other recitals to this Easement.

B. Hotel Owner is the owner of certain real property situated in the County of Napa, California, commonly known as the "Carneros Inn" and more particularly described in Exhibit "B" attached hereto and made a part hereof (the "**Hotel Parcel**"). The Hotel Parcel has been improved with eighty-six (86) hotel rooms, in addition to certain amenities and facilities for use by its guests.

C. The Hotel Parcel is adjacent to the Orchard Parcel, and is also adjacent to that certain real property situated in the County of Napa, California, commonly known as "The Homes at Carneros" and more particularly described in Exhibit "C" attached hereto and made a part hereof (the "**Homes Parcel**"). The Homes Parcel is owned by Carneros Courtyard Homes, LLC, a California limited liability company ("**Homes Developer**"), and is subject to ground

leases between Homes Developer and each of twenty-four (24) tenants. Pursuant to each such ground lease, Hotel Owner is obligated to maintain the "Inn Access Area" and Homes Developer is to collect a share of such maintenance costs from each of the tenants. The share of the costs and expenses of maintaining the Inn Access Area which is payable by each tenant is part of the "CAM Payments" which is payable by each tenant to Homes Developer under each ground lease. As used in this Easement, the term "**Roadways**" shall be those roadways designated as the "Inn Access Area" in each of the ground leases between Homes Developer and each of its twenty-four tenants, a copy of which is attached hereto as Exhibit "D" and made a part hereof.

D. The Orchard Parcel is also adjacent to certain real property situated in the County of Napa, California, and more particularly described in Exhibit "E" attached hereto and made a part hereof (the "**Lodge Parcel**") which owned by Lodge Owner. The Lodge Parcel is not improved with dwelling units, and public access the commercial facilities thereon are directly off of a public street.

E. The California Department of Real Estate has required Orchard Developer to establish easements for ingress to and egress from the Orchard Parcel, and to make reasonable arrangements for the allocation of the costs and expenses of maintaining such easements between the property owners using such easements. Currently, the private roads serving the Orchard Parcel, the Hotel Parcel, the Lodge Parcel and the Homes Parcel, are owned in fee by Orchard Developer, with respect to the Roadways within the Orchard Parcel, the Lodge Owner, with respect to the Roadways within the Lodge Parcel, and the Hotel Owner, as to the remainder of the roadways.

F. By this Easement, Orchard Developer, Lodge Owner and Hotel Owner, for the benefit of persons occupying or otherwise using the Orchard Parcel, the Lodge Parcel, the Hotel Parcel and the Homes Parcel, desire to grant reciprocal easements to each other, and to provide for the maintenance of the Roadways and the allocation of the costs of such maintenance, all as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Orchard Developer, Lodge Owner and Hotel Owner agree as follows:

EASEMENT

1. Reciprocal Easement. Orchard Developer, Lodge Owner and Hotel Owner hereby grant, to each other, reciprocal easements over, in and through those parts of the Roadways which lie within the borders of the real property each owns, being the Orchard Parcel, the Lodge Parcel and the Hotel Parcel, respectively, subject to the terms of this Easement.

2. Description. The easement granted in this Easement is a non-exclusive easement. The Easement granted is perpetual, subject to the termination conditions set forth below, and is for the use and benefit of the occupants of the Orchard Parcel, the Lodge Parcel, the Hotel Parcel and the Homes Parcel, and their guests, licensees and invitees.

3. Scope and Purpose. The Easement granted in this Easement is an easement for roadway, utility and ingress and egress purposes including, without limitation, the following:

- a) Vehicular and pedestrian access over and across the Roadways for ingress to and egress from the Orchard Parcel, the Lodge Parcel, the Hotel Parcel and the Homes Parcel;
- b) The right of the Orchard Developer, the Lodge Owner and the Hotel Owner, and their successors and assigns, and the contractors or other agents of each, to construct, install, use, maintain, alter, add to, repair, remove, replace, reinstall and reconstruct electrical, water, sanitary sewer, natural gas, telephone, drainage connections, cable television or any other type of utility line, cable pipeline, conduit or other transmission medium, and any and all other improvements reasonably related to utility purposes (“**Utility Improvements**”) in, over, under, through and across the Roadways.

The scope of the Easement shall be interpreted in a broad manner for the purpose of allowing all activity consistent with use of the Roadways for roadway, utility, ingress and egress purposes.

4. Reasonable Use. Any entrance upon or movement across the Roadways by any person whose rights arise under this Easement shall be conducted such that it does not damage the Roadways or any improvements thereon, or unreasonably interfere with the rights of free use and enjoyment of the Roadways or any improvement located thereon by other persons whose right arise under this Easement, or otherwise unreasonably increase the burden on the Roadways. Any person damaging the Roadways shall repair and/or replace any damage they may cause to the Roadways or any improvement thereon such that it meets the reasonable approval of the Hotel Owner. Any person found to be in violation of this paragraph shall be liable for any and all damages at law or in equity associated with or arising under such violation. In addition, no owner of any part of the Roadways shall make any use of the Roadways which shall unreasonably interfere with any person’s free use and enjoyment of the Roadways under this Easement. Any activity on the part of any owner of any part of the Roadways which is reasonably related to the development and sale of any portion of the Orchard Parcel, Lodge Parcel or Hotel Parcel shall not be deemed an unreasonable interference.

5. Right of Hotel Owner to Relocate any Part of Roadways. The parties hereto contemplate that over time, certain of the properties served by the Roadways may be redeveloped in such a manner that the Roadways may need to be relocated. Notwithstanding the location of the Roadways as depicted in Exhibit “D” hereto, the Hotel Owner shall have the right to relocate the Roadways on the Orchard Parcel, the Lodge Parcel, or the Hotel Parcel without the consent of any person, including, without limitation, the Orchard Developer, the Lodge Owner or the Homes Developer, or their successors and assigns, provided, however, that (a) any such relocation shall be at the sole expense of the Hotel Owner, and (b) that no such relocation shall materially and adversely interfere with the use and enjoyment of any major structural improvement to the Orchard Parcel or to the Lodge Parcel. The Hotel Owner shall have the right to temporarily assign its rights under this Section, from time to time, to the Orchard Developer, the Lodge Owner, or to the Homes Developer, for specific redevelopment projects.

6. Term. This Easement, and the Easement granted hereunder, shall be deemed effective for all purposes as of the date first set forth above, and shall continue in perpetuity.

7. Maintenance of Roadways; Allocation of Costs. The Hotel Owner, and its successors and assigns, shall have the exclusive right and duty to maintain and repair the Roadways to a standard for similar roadways in resort developments in Napa County. Orchard Developer and Lodge Owner hereby grant a non-exclusive easement to Hotel Owner to perform such maintenance and repairs. Hotel Owner shall, in its reasonable discretion, estimate the cost of such maintenance and repair (including a sinking fund for long term major repairs and replacements) for a calendar year (the “**Road Maintenance Budget**”) not later than the first business day following November 1st of the prior calendar year and deliver it to the Orchard Developer or its successors and assigns, in order to facilitate the preparation of the annual budget for the Orchard Parcel. Upon Orchard Developer’s conveyance of the first undivided interest in the Orchard Parcel to another, Hotel Owner shall thereafter deliver the Road Maintenance Budget to the board of directors of the owners association which Orchard Developer has formed to manage and operate the Orchard Parcel, and shall not be required to deliver it or any other notice required hereunder to each of the undivided interest owners of the Orchard Parcel. Any Road Maintenance Budget shall allocate the total costs and expenses set forth therein as follows: (a) 17/127ths of the costs and expenses shall be allocated to the Orchard Parcel and (b) 110/127ths of the costs and expenses shall be allocated to the Hotel Parcel. For so long as no dwelling accommodations are constructed thereon, no costs and expenses shall be allocated to the Lodge Parcel. If any dwelling accommodations are constructed upon the Lodge Parcel, then Hotel Owner shall reallocate the costs and expenses to the Orchard Parcel, the Lodge Parcel and to the Hotel Parcel in proportion of the number of dwelling units upon any of the parcels bears to the total number of dwelling units constructed upon the Orchard Parcel, the Lodge Parcel, the Hotel Parcel and the Homes Parcel.

8. Alternative Dispute Resolution. This Paragraph 8 sets forth a mechanism and procedure under which any claim, controversy, breach or dispute arising out of this Easement, including, without limitation, the interpretation of any term or provision of this Easement (individually, referred to as a “Dispute”, and collectively referred to as “Disputes”), will be resolved in a prompt and expeditious manner. In the event that the parties to any Disputes are unable to resolve all or any Disputes, any such unresolved Disputes shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure Sections 638-645.1, inclusive, and as set forth in this Paragraph 8. All references to a party or to the parties in this Paragraph 8 shall mean a party or parties to a Dispute arising out of this Easement.

(a) Procedure for Appointment. The venue of any proceeding brought under this Paragraph 8 shall be in Napa County (unless changed by order of the referee). The party seeking to resolve the Disputes shall file in court and serve on the other party a complaint describing the matters in dispute. Service of the complaint shall be as prescribed by law. At any time after service of the complaint, any party may request the designation of a referee to try the dispute. Thereafter the parties shall use their best efforts to agree upon the selection of a referee. If the parties are unable to agree upon a referee within ten (10) days after a written request to do so by any party, then any party may petition the presiding judge of the Superior Court in which the action is filed or the Superior Court judge to whom the matter has been assigned (the “Judge”) to appoint a referee. The person so appointed shall be a retired judge or a lawyer experienced in the subject matter of the dispute.

(b) Appointment of Proposed Referee as Judge Pro Tem. In recognition that (1) there is no action pending as of the date of this Easement in which the parties thereto can stipulate to the appointment of a temporary judge, (2) there is no statute authorizing such a stipulation in advance of the filing of an action in the Superior Court, and (3) the appointment of a referee as a temporary judge (“Judge Pro Tem”) under Article VI, Section 21 of the California Constitution and California Rules of Court Rule 244, would be preferable to a general reference, in the event of the filing of an action in the Superior Court to resolve all or any Disputes, the parties thereto shall use their best efforts to stipulate that the proposed referee be appointed as a temporary judge under Article VI, Section 21 of the California Constitution.

(c) Decision and Jurisdiction of Referee. The referee or Judge Pro Tem shall decide all issues of fact and law submitted by the parties for decision in the same manner as required for a trial by court, including all law and motion matters, ex parte matters and discovery disputes. The referee or Judge Pro Tem shall try and decide any or all Disputes according to all of the substantive, evidentiary and procedural law of the State of California. When the referee or Judge Pro Tem has decided the Disputes, the referee or Judge Pro Tem shall prepare a statement of decision and judgment. The judgment entered by the Superior Court shall be appealable in the same manner as any other judgment.

(d) Discovery. Discovery shall be allowed and conducted under the supervision of the referee or Judge Pro Tem pursuant to the provisions of the California Code of Civil Procedure and the California Rules of Court.

(e) Cooperation. The parties shall diligently cooperate with one another and the person appointed as referee or Judge Pro Tem to resolve each and every Dispute and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of all such Disputes. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this subsection, incurs additional expenses or attorneys’ fees solely as a result of such failure to diligently cooperate, the referee or temporary judge may award such additional expenses and attorneys’ fees to the party giving such notice, even if such party is not the prevailing party in the Dispute.

(f) Allocation of Costs. The costs of the proceeding shall initially be borne equally by the parties to the Dispute, but ultimately such costs shall be borne by the parties as determined by the referee or Judge Pro Tem as an item of recoverable costs. If either party refuses to pay its share of the costs of the proceeding at the time required, the other party may do so, in which event that party will be entitled to recover (or offset) the amount advanced, with interest at the maximum rate permitted by law, even if that party is not the prevailing party. The referee or Judge Pro Tem shall include such costs in his judgment or award.

9. Severability of Provisions. In the event any portion of this Easement shall be declared by any court of competent jurisdiction (or any referee or judge pro tem appointed as set forth above) to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Easement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Easement.

10. Governing Law and Interpretation. This Easement shall be governed by and interpreted under and in accordance with the laws of the State of California without regard for any conflicts of laws provisions thereof. This Easement shall be interpreted as though fully negotiated and drafted by both parties equally. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement.

11. Entire Easement. This Easement constitutes the entire Easement between the parties relating to the above-described easement, maintenance rights and duties, and cost allocations. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by the parties hereto.

12. Notices. Notices provided for in this Easement shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or 48 hours after deposit of same in any United States post office box in the state to which the notice is addressed, 72 hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth below.

Notices to the Orchard Developer shall be addressed as follows:

Carneros Cottages, LLC
4048 Sonoma Highway
Napa, California, 94559
Attn: Nick Monroe

Notices to Lodge Owner shall be addressed as follows:

Carneros Lodge, LLC
4048 Sonoma Highway
Napa, California, 94559
Attn: Nick Monroe

Notices to Hotel Owner shall be addressed as follows:

Carneros Inn, LLC
4048 Sonoma Highway
Napa, California, 94559
Attn: Nick Monroe

The addresses and addressees for purposes of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such notice is received, the last address and addressee as stated by notice or as provided herein, if no notice of

change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

13. Binding Nature of Easement. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Easement and Road Maintenance Agreement as of the date first set forth above.

“Orchard Developer”

CARNEROS COTTAGES, LLC,
a California limited liability company

By: CARNEROS HOLDINGS, LLC,
a California limited liability company,
Its Manager

By: THE RONALD FAMILY TRUST A,
a family trust created under Nevada law,
Its Manager

By: **NEWSOM INVESTMENTS, Ltd.,**
a Nevada corporation
Its Trustee

By: _____
(Trustee Signature)
Name: William A. Newsom
Its: President

STATE OF CALIFORNIA)
)
) ss:
COUNTY OF NAPA)

On _____, 2007 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.
Notary Public

“Lodge Owner”

Carneros Lodge, LLC,
a California limited liability company

By: Carneros Holdings, LLC,
a California limited liability company
Its Manager

By: The Ronald Family Trust A,
a family trust created under Nevada law
Its Manager

By: Newsom Investments, Ltd.,
a Nevada corporation
Its: Trustee

By: _____
(Trustee Signature)
Name: William A. Newsom
Its: President

STATE OF CALIFORNIA)
)
) ss:
COUNTY OF NAPA)

On _____, 2007 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.
Notary Public

“Hotel Owner”

Carneros Inn, LLC,
a California limited liability company

By: Carneros Holdings, LLC,
a California limited liability company
Its Manager

By: The Ronald Family Trust A,
a family trust created under Nevada law
Its Manager

By: Newsom Investments, Ltd.,
a Nevada corporation
Its: Trustee

By: _____
(Trustee Signature)
Name: William A. Newsom
Its: President

STATE OF CALIFORNIA)
)
) SS:
COUNTY OF NAPA)

On _____, 2007 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.
Notary Public

SUBORDINATION

The undersigned, as holder of the beneficial interest in and under that certain Deed of Trust recorded on May 28, 2004 as Instrument No. 2004-0022603 in the Office of the County Recorder of Napa County, as amended, which Deed of Trust is by and between Carneros Holdings, LLC, a California limited liability company, Carneros Inn, LLC, a California limited liability company and Carneros Courtyard Homes, LLC, a California limited liability company and Carneros Lodge, LLC, a California limited liability company, as Trustor, First American Title Insurance Company as Trustee, and The Ronald Family Trust A, a family trust created under Nevada law, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereunder to the Declaration to which this certificate is attached, as this Declaration may be amended from time to time.

Date: _____, 2007

“Beneficiary”

The Ronald Family Trust A,
a family trust created under Nevada law

By: Newsom Investments, Ltd.,
a Nevada corporation
Its: Trustee

By: _____
(Trustee Signature)
Name: William A. Newsom
Its: President

STATE OF CALIFORNIA)
)
) SS:
COUNTY OF NAPA)

On _____, 2007 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.
Notary Public

EXHIBIT "A"
TO
RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT

DESCRIPTION OF ORCHARD PARCEL

That certain real property situated in the unincorporated area of the County of Napa, State of California, described as follows:

BEGINNING at the most northern corner of Parcel One of Tract One as described in the Deed from 452 First Street East, a Limited Partnership to Caneros Inn, LLC, a California Limited Liability Company, filed on May 20, 1998 under Series Number 1998-013761 Napa County Records, said corner also being the ½ rebar tagged LS 6436 marking the most western corner of the Lands of Zopfi as shown on that certain Record of Survey filed on July 26, 1991 in Book 28 of Surveys at Page 19, Napa County Records; thence along the northwestern line of said Parcel One South 49°24'46" West (North 49°30' East per 1998-013761) 379.78 feet; thence leaving said northwestern line South 40°35'14" East 27.00 feet; thence North 49°24'46" East 28.50 feet; thence South 40°35'14" East 37.00 feet; thence South 49°24'46" West 22.00 feet; thence South 40°35'14" East 104.88 feet; thence North 49°24'46" East 129.75 feet; thence South 40°35'14" East 281.40 feet; thence North 49°24'46" East 193.82 feet to the southwestern line of said Lands of Zopfi; thence along said southwestern line North 34°17'17" West (South 38 ½° East per 1998-013761) 453.02 feet to the POINT OF BEGINNING.

EXHIBIT "B"
TO
RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT

Description of Hotel Parcel

That certain real property situated in the unincorporated area of the County of Napa, State of California, described as follows:

All that real property situated in the County of Napa, State of California being all that land conveyed to Carneros Inn, LLC, a California limited liability company by Deed recorded February 26, 2002 as Series Number 2002-0008175 of Official Records of Napa County, and all of Parcel 2 shown on Map No. 2227 entitled, "Portion of Entre Napa Rancho, Lands of John P. and Leota I. Zopfi", filed July 10, 1972 in Book 4 of Parcel Maps at page 21 in the office of the County Recorder of said Napa County, and a portion of Entre Napa Rancho, said lands being a portion of the lands conveyed to Carneros Inn, LLC, a California limited liability company by Deed recorded May 20, 1998 as Series Number 1998 013760 of Official Records of Napa County, and more particularly described as follows:

BEGINNING at the southwestern corner of the Lands of Zopfi (816 O.R. 993) as shown on that certain map entitled, "Record of Survey, The Lands of John P. & Leota I. Zopfi as described in 716 O.R. 993 N.C.R, and a Portion of 648 O.R. 129 N.C.R. and lying within the Entre Napa Rancho", filed on July 26, 1991 in Book 28 of Surveys at Page 19, Napa County Records; thence running along the southwestern line of said Lands of Zopfi, North 34° 17' 17" (shown as 33° 53' 17" on 28 RS 19) West 760.13 feet to the northwestern corner of said Lands of Zopfi; thence continuing along the northwestern line of said Lands of Zopfi, North 49° 24' 46" (shown as 40° 48' 46" on 28 RS 19) East 137.64 feet to the southwestern corner of Tract Two as described by Grant Deed filed under Series Number 1998-0024109, Napa County Records; thence continuing along the southwestern line of said Tract Two, North 40° 00' 54" (described as 40-1/2° by 1998-0024109) West 856.18 feet to the southwestern corner of the Land granted to County of Napa filed on February 23, 1966 in Book 740 of Official Records at Page 790, Napa County Records; thence along the southeastern line of said Land of Napa County, the following courses and distances: North 32° 24' 36" East 60.20 feet; North 78° 50' 31" East 14.14 feet; North 33° 50' 31" East 24.92 feet to the southeastern corner of said Land of Napa County, said corner also being on the northeastern line of said Tract Two; thence running parallel with the southwestern line of said Tract Two, South 40° 00' 54" (described as 40-1/2' by 1998-0024109) East 497.34 feet to the western corner of Parcel 2 as shown on that certain map entitled, "Parcel Map No. 2227, Portion of Entre Napa Rancho, Lands of John P. and Leota I. Zopfi" filed on July 10, 1972 in Book 4 of Parcel Maps at Page 21, Napa County Records; thence leaving said corner along the boundary of said Parcel 2, the following courses and distances: North 50° 13' 33" (shown as 49° 45' 35" on 4 PM 21) East 456.83 feet (shown as 450.00 feet on 4 PM 21); South 39° 06' 43" (shown as 39° 37' 39" on 4 PM 21) East 369.81 feet (shown as 380.00 feet on 4 PM 21); South 49° 24' 46" (shown as 49° 45' 35" on 4 PM 21) West 129.59 feet to the northern corner of said Lands of Zopfi (716 O.R. 993); thence along northeastern line of said Lands of

Zopfi, South 39° 57' 38" (shown as 39°33'38" on 28 RS 19) East 565.80 feet to a point on said northeastern line; thence leaving said northeastern line, the following courses and distances: South 49° 29' 06" West 504.44 feet; South 40° 30' 53" East 90.61 feet; South 49° 29' 07" West 11.82 feet; South 40° 30' 53" East 99.14 feet; North 77° 07' 36" East 87.17 feet; North 12° 52' 24" West 8.54 feet; North 77° 07' 36" East 132.00 feet; South 12° 57' 36" East 7.69 feet; North 77° 02' 24" East 196.07 feet; South 12° 57' 36" East 52.81 feet to a point on the southeastern line of said Lands of Zopfi (716 O.R. 993); thence along said southeastern line South 73° 49' 14" (shown as 74°13'14" on 28 RS 19) West 16.75 feet; thence South 77° 02' 24" (shown as 77°26'24" on 28 RS 19) West 498.77 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, however, any portion thereof lying within Old Sonoma Road, as described in the Deed to the County of Napa recorded February 24, 1966 in Book 740 at page 790 of Official Records of Napa County.

EXHIBIT "C"
TO
RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT

Description of Homes Parcel

That certain real property situated in the unincorporated area of the County of Napa, State of California, described as follows:

BEGINNING at the most Southeastern corner of the Lands of Zopfi (716 OR. 993) as shown on that certain map entitled "Record of Survey, The Lands of John P. & Leota I. Zopfi as described in 716 O.R. 993 N.C.R and a portion of 648 O.R. 129 N.C.R. and lying within the Entre Napa Rancho", filed on July 26, 1991 in Book 28 of Surveys at Page 19, Napa County Records; thence running along the Northeastern line of said Lands of Zopfi North 17° 02' 24" (shown as 17°26'24" on 28 RS 19) East 55.23 feet; thence North 39° 57' 38" (shown as 39°33'38" on 28 RS 19) West 453.46 feet to a point on said Northeastern line; thence leaving said northeastern line, the following courses and distances: South 49° 29' 06" West 504.44 feet, South 40° 30' 53" East 90.61 feet, South 49° 29' 07" West 11.82 feet, South 40° 30' 53" East 99.14 feet, North 77° 07' 36" East 87.17 feet, North 12° 52' 24" West 8.54 feet, North 77° 07' 36" East 132.00 feet, South 12° 57' 36" East 7.69 feet, North 77° 02' 24" East 196.07 feet, and South 12° 57' 36" East 52.81 feet to a point on the Southeastern line of d Lands of Zopfi (716 OR. 993); thence along said southeastern line North 73° 49' 14" (shown as 74°13'14" on 28 RS 19) East 133.14 feet to the point of beginning.

APN: 047-400-017

**EXHIBIT “D”
TO
RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT**

Location of Roadways

[See Attached]

**EXHIBIT “E”
TO
RECIPROCAL EASEMENT AND ROAD MAINTENANCE AGREEMENT**

DESCRIPTION OF LODGE PARCEL

That certain real property situated in the unincorporated area of the County of Napa, State of California, described as follows:

BEGINNING at the most northern corner of Parcel One of Tract One as described in the Deed from 452 First Street East, a Limited Partnership to Carneros Inn, LLC, a California Limited Liability Company, filed on May 20, 1998 under Series Number 1998-013761 Napa County Records, said corner also being the ½ rebar tagged LS 6436 marking the most western corner of the Lands of Zopfi as shown on that certain Record of Survey filed on July 26, 1991 in Book 28 of Surveys at Page 19, Napa County Records; thence along the northwestern line of said Parcel One South 49°24'46" West (North 49°30' East per 1998-013761) 379.78 feet to the TRUE POINT OF BEGINNING; thence continuing along said northwestern line South 49°24'46" West (North 49°30' East per 1998-013761) 236.92 feet to the westernmost corner of Tract Two as described in aforesaid Series Number 1998-013761; thence along the western line of said Tract Two South 25°53'41" East (South 26°10' East per 1998-013761) 318.18 feet (318.00 feet per 1998-013761); thence along the southern lines of said Tract Two and said Parcel One, South 80°58'55" East (South 80°42' East per 1998-013761) 199.65 feet to the beginning of a curve concave to the north having a radius of 670.00 feet; thence easterly 133.11 feet along said curve through a central angle of 11°22'59" to the northern line of the State Highway as described in the deed to the State of California filed August 25, 1954 in Book 451 of Official Records at Page 104 of Napa County Recorder; thence along said northern line North 77°02'24" East (North 77°26'24" per 451 OR 104) 438.93 feet to the most eastern corner of said Parcel One, said corner also being the southernmost corner of said Lands of Zopfi; thence along the southwestern line of said Lands of Zopfi North 34°17'17" West (South 38½° East per 1998-013761) 307.11 feet; thence leaving said southwestern line South 49°24'46" West 193.82 feet; thence North 40°35'14" West 281.40 feet; thence South 49°24'46" West 129.75 feet; thence North 40°35'14" West 104.88 feet; thence North 49°24'46" East 22.00 feet; thence North 40°35'14" West 37.00 feet; thence South 49°24'46" West 28.50 feet; thence North 40°35'14" West 27.00 feet to the TRUE POINT OF BEGINNING.