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Richard H. Wilkes
1795 Clearview Drive
San Leandro, CA 94557

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Placer
Mary Ann Hulse
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2:00pm 8-Feb-91

LW 20

DECLARATION OF COVENANTS, CONDITIONS, AND
EASEMENTS REGARDING USE, OPERATION
AND MAINTENANCE OF WILKES PIPELINE

This Declaration of Covenants, Conditions and Easements is made and executed by the undersigned owners of real property in Placer County, California, effective this 27 day of December, 1990.

Background Recitals

A. The undersigned, who are family descendants of Richard P. and Mae E. Wilkes, own approximately 170 acres of real property in the Mount Vernon area, approximately five miles northwest of Auburn, Placer County, California (in portions of Sections 23 and 26, T 13 N, R 7 E, MDM), and consisting of those various parcels described on Exhibit A attached hereto, and shown on the map attached hereto as Exhibit B.

B. Said property has historically received irrigation water from a water box outlet on the Nevada Irrigation District's Vernon Canal Extension, on the Borba Hill Outlet Box #2680 (elevation approximately 1,145 feet) east of said Wilkes property. Such irrigation supply has been delivered to the property via a six-inch steel pipeline commencing at said Borba Hill outlet and running west across approximately 800 feet of intervening property, to and upon the Wilkes property for use, principally by distribution under pressure for sprinkler irrigation on pasture. The approximate location of said pipeline is shown on Exhibit C. Substantially all that portion of the pipeline within the NE $\frac{1}{4}$ of said Section 26 is within NID pipeline easements.

C. In 1963, Richard P. and Mae E. Wilkes conveyed to Blaine and Shirley P. Wride approximately 20 acres of the property in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26 (985 O.R. 216), and included therewith the right to flow 4 inches of water through the Wilkes pipeline to said property, with the Grantee to pay a proportionate share of the maintenance of the pipeline. The Wrides have since reconveyed the 20 acres into four ownerships of five acres each, also shown on the map attached as Exhibit B, with their current Assessor Parcel numbers being 026-220-40, 46, 49 and 50 (and which are sometimes hereinafter referred to as the "Wride parcels" or collectively as the "Wride property").

D. The Wilkes family members are now selling approximately 90 acres of their 170 acres of property, and may eventually sell other portions, and desire hereby to establish a plan for the mutual benefit of all of the property: to enable each portion thereof to utilize said pipeline to receive water from NID for irrigation use; to establish easements for the pipeline on the property; to make arrangements for sharing the use of the pipeline and for sharing the future costs of maintenance, operation and repair of the pipeline among the present and future owners of the property.

NOW, THEREFORE, THE UNDERSIGNED OWNERS hereby declare that all of their 170 acres of property described in Exhibit A attached hereto, is and shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and enjoyed, for the benefit of each of said parcels, subject to the following covenants, conditions, reservations, obligations and easements respecting the pipeline, hereinafter sometimes referred to merely as "Covenants", each and all of which are declared to be in furtherance of a general plan to enable the present and future owners of such property to provide an irrigation water supply to said property, and to protect the value and utility of said property, and said Covenants shall inure to the benefit of, be binding upon and pass and run with each and every portion and parcel thereof for said purposes and for the mutual benefit of all of said property.

The Wilkes Pipeline

1. As used hereinafter, the terms "Wilkes Pipeline System", "Wilkes Pipeline" or "Pipeline" shall all mean the same thing, and shall mean and refer to the entire existing water pipeline system now serving the Wilkes property, in its existing condition, beginning at the outlet from the concrete water box on the NID Vernon Canal Extension, which is the beginning of the pipeline on Borba Hill, and running thence westerly across the Wilkes property, approximately as shown on Exhibit C attached hereto. The Pipeline also includes that extension of the Wilkes pipeline to the eastern boundary of the twenty acres sold to the Wrides in 1963.

The Wilkes Pipeline Easement

2. There is hereby dedicated, designated and agreed to, for the benefit of all present and future owners of the Wilkes property described in Exhibit A attached hereto (and who are by these Covenants made Members of the Wilkes Pipeline Association), an easement in common for the existing underground Wilkes Pipeline and all works appurtenant thereto, along a 10-foot wide strip of land lying five feet on either side of the existing Pipeline, together with the right to maintain, operate, repair, replace and enlarge said pipeline, in, along and across those parcels of land on which the existing pipeline is located, as approximately shown on Exhibit C attached hereto. No owner shall have any right to relocate any

of said pipeline without the consent of the Board of Directors of the Pipeline Association. Any of said owners, with the consent of the Board of Directors of the Association, may grant/dedicate easements for the extension of said Pipeline to serve any of said Wilkes property not served by the existing Pipeline.

The Wilkes Pipeline Association.

3. Each owner of any portion of the 170 acres of Wilkes property described in Exhibit A attached hereto, shall be a Member of the unincorporated association to be known as the Wilkes Pipeline Association (hereinafter "Association"), as hereinafter constituted in these Covenants.

Pipeline Entitlement of Members

4. One miners inch of water equals 1.5 cubic feet per minute, or 11.2 gallons per minute. Historically 21 miners inches has been purchased by the Wilkes property from NID during the irrigation season for irrigation of the Wilkes property, plus also some winter water service. Depending upon availability of supply, it may be possible to purchase up to an additional 10 miners inches from NID during the irrigation season. The owners of two of the four 5-acre Wride parcels have also been purchasing one miners inch and $\frac{1}{2}$ miners inch respectively from NID for use on their parcels.

5. The owners of the following parcels shall each be entitled to use the Pipeline to convey the following amounts of water, which right is hereinafter referred to as the "Pipeline Entitlement" or "Entitlement":

<u>Parcel No.</u>	<u>Approximate Acreage</u>	<u>Miners Inches of Water</u>
Parcel #1	20±	2½
Parcel #2	20±	2½
Parcel #3	20±	2½
Parcel #4	30±	3½
026-220-06	13.33±	collectively 10 inches to be apportioned among the owners of these parcels by agreement
026-220-52	14.4±	
026-220-55	14±	
026-080-14	26.67±	
026-080-15	<u>13.33±</u>	
	170 ±	21

The Pipeline Entitlement shall be appurtenant to each such parcel, and shall follow any transfer of ownership of said parcel, unless specifically provided for otherwise in the conveyance. Any Member may transfer all or part of his Pipeline Entitlement to any other property described in Exhibit A only, provided that the owner(s) of such transferee property expressly assume all obligations and liabilities hereunder that are attached to such Entitlement and such transfer and assumption is recorded so as to become appurtenant to and binding upon such transferee property; and provided further that such transfer shall not interfere with or impair the ability of other Members to utilize their Entitlement established herein, and the transfer shall be subject to any reasonable rules and regulations adopted by the Board of Directors relating to the distribution of water to Members through the Pipeline. Members may also temporarily assign all or portions of their Pipeline Entitlement to other Members subject to the same restrictions, but the property of such transferor Member shall continue to be subject to all obligations, restrictions, assessments and charges for the Pipeline (and shall continue to exercise any voting rights).

6. In the event that any Member is not utilizing his Pipeline Entitlement, or in the event that more than 21 miners inches is available for purchase from NID, then each Member shall be entitled to use his Pipeline Entitlement to convey a pro rata share (in proportion to his Entitlement) of such additional water.

7. If at any time, by reason of drought, ditch outage or other shortage, less than 21 inches is available from NID, then the shortage shall be apportioned to all Members in proportion to their Pipeline Entitlement. In the event the right to continue purchasing any portion of the 21 inches of water from NID is lost because any Member fails to purchase his share of the entitlement, then such reduction shall be charged to that Member only and his Entitlement shall be reduced accordingly.

Method of Water Delivery to Customers

8. Each Member shall be entitled to use the Pipeline for the conveyance of water only upon the following conditions:

a. Each new connection to the Pipeline must be approved in advance in writing by the Board of Directors as to location, and the connection and the metering facility must be Board-approved after installation, all at the Member's expense.

b. The delivery to each outlet shall be through a

metering facility located immediately adjacent to the Pipeline, consisting of a Dole Flow control or regulator valve with a hose bib test cock (for field verification of amount of flow), as per Exhibit D attached hereto, or equivalent approved by the Board of Directors, all to be provided and installed at the Member's expense.

c. The authorized agents of the Association shall have unrestricted access to any outlet upon the property of any Member, whether or not the same is located within or along the Pipeline Easement.

d. A locking device may be installed by the Board of Directors at any outlet, for turning off water to any Member who has not paid the NID water charges or the Association assessments or charges, or who does not comply with these Covenants or any rules or regulations adopted by the Board.

e. Members will establish their own accounts with NID for the purchase and payment of such water, unless the Board of Directors makes arrangements with NID for bulk purchase of water for the Members.

The Wilkes Pipeline Association.

9. As hereinabove declared, each owner of any portion of the property described in Exhibit A attached hereto shall be a Member of the unincorporated association to be known as the Wilkes Pipeline Association ("Association"), the affairs of which shall be managed by the Board of Directors of the Association. The first Board of Directors, for the year 1991, shall be: Donald L. Wilkes, Richard H. Wilkes, and John Kiesselback. The Board shall select one of their number as President, and shall designate a secretary-treasurer. Beginning in 1991, the Members shall meet at least annually, at a location designated by the Board, to select from among their number three directors who shall constitute the Board of Directors for the ensuing calendar year, and to review, discuss and take any appropriate action on matters that may be submitted to the Members relative to the use, maintenance, operation or improvement of the Wilkes Pipeline. Each Member shall have one vote in the Association for each $\frac{1}{2}$ inch of Entitlement in the right to use the Wilkes Pipeline, as set forth in paragraph 5 hereof. Members may vote by proxy. The treasurer and the secretary appointed by the Board shall make and keep appropriate meeting and financial records. The remaining Board members shall fill any vacancies that may occur on the Board. Except in emergencies, Members requesting the same shall be entitled to reasonable advance notice of and to attend meetings of the Board.

10. The Board shall have the authority to represent the

Association and the Members on any matters relating to the Pipeline, including the right to sue or defend on behalf of the Members, and to maintain, repair, operate and improve the Pipeline, and to incur any costs or expenses reasonably related or incidental thereto, and to apportion such costs (and/or to assess estimated costs in advance) among the Members in proportion to their Pipeline Entitlements (minus any amounts that the Board determines will be collectible from the Wride parcels), whether the Member's Entitlement is being utilized or not, and to bill for and collect such assessments and charges; provided that the Board may in its discretion allocate and charge all or a portion of such costs for any branch or extension of the Pipeline only to those Members whose parcels are servable by such branch or extension. That portion of any pipeline upon a parcel that serves only that parcel shall be maintained by the owner of that parcel, but the Association shall have access to such pipeline for inspection of the same and any outlets thereon. The Board shall have the authority, with respect to any delinquent assessments or charges: (a) to establish and collect a penalty of up to 25% for non-payment thereof when due, plus up to 1½% per month interest; (b) to turn off and lock the outlet(s) to such delinquent Member's property; and (c) to have and impose a lien upon any delinquent Member's property for the amount of such assessments or charges, plus any penalty and interest, and to record a notice of such lien with the County Recorder. When recorded, the lien shall have the force, effect and priority of a judgment lien.

11. The Board may establish reasonable rules and regulations for the use and operation of the Pipeline, including but not limited to requiring Members to share in rotation or other basis the responsibility for cleaning or clearing any Pipeline facilities or sections thereof used by them, and checking and verifying water delivery amounts. The Board may designate agents or representatives for authority and responsibility in certain areas. The Board shall have the sole and exclusive authority to designate and authorize which persons or agents are authorized on behalf of the Association and its Members to go upon any property serviced by the Pipeline System, or through which the Pipeline runs, for any purpose related to the Pipeline, and no Member or owner or person in possession of any parcel served by the Pipeline system (including the owners of the Wride parcels) shall have the right to go upon any other Member's property or to tamper with or adjust any outlets thereon, unless authorized to do so by the Board of Directors or by its rules and regulations. Any persons so authorized, in going upon any such property, shall be mindful of the right to privacy and quiet enjoyment of the owner or occupant of that property, and shall use due care and courtesy in such activities. In the absence of any provision or action by the Directors, the President shall be authorized to do all things necessary to assure the ordinary care, operation, repair and replacement of the Pipeline System and any of its components.

The Wride Parcels

12. The right of the four five-acre parcels in the S $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26 (formerly owned by Wride), collectively have a right to flow four inches of water purchased by them from NID through the Wilkes Pipeline to the former Wride property is hereby acknowledged, subject to their obligation to pay a proportionate share of the maintenance of said Pipeline; but such right shall be subject to the authority of the Board of Directors of the Association to take any actions on behalf of the Members that are necessary or desirable to implement and protect the Members rights respecting the Pipeline, including but not limited to:

(a) Installing and operating at the northeast corner of the (former) Wride parcel a single flow control regulator valve to assure the delivery of only that amount of water meter being then collectively purchased by said owners (up to four inches);

(b) Installing a float valve water box and reservoir at the northeast corner of the (former) Wride parcel, and deliver thereto not under pressure the amount of water being collectively purchased by said owners (up to four inches), for delivery to their parcels by gravity.

(c) Requiring the owners of the Wride parcels to install at their expense individual flow control regulator valves at their individual outlets, to which the Board and its authorized representatives shall have access for verification of the amounts of water being delivered.

The Board of Directors shall also be authorized to bill and collect from such owners their proportionate share of the costs of the maintenance of the Wilkes Pipeline, and to take any legal or other action necessary or convenient to effect such collection, including but not limited to, shutting off water deliveries to the Wride property or any portion thereof for non-payment by any such owner, and requiring the payment of penalties and interest on delinquent payments as a condition of water delivery.

13. Any present or future owner of any of said five-acre parcels formerly owned by Wride may elect to become a Member of the Association by executing and recording a "Consent and Agreement to Become a Member of the Wilkes Pipeline Association" in substantially the form attached hereto as Exhibit E, subject to any reasonable terms that may be required and stated therein by the Board of Directors, including but not limited to terms relating to joinder of other Wride parcel owners, granting of easements,

pipeline improvements or outlet requirements, or other terms to make the inclusion and operation of the extended system feasible and consistent with the operation of the Wilkes Pipeline; whereupon such owner and his successors and assigns shall, subject to any terms or conditions specified, become Members of the Association and shall thereafter be entitled to receive their pro rata share of said four inches through the Pipeline in accordance with the rights and privileges of the Members, and shall be subject to all of the duties and obligations and restrictions set forth in these Covenants that are applicable to Members; provided that any such Wride parcel owners, who collectively own 20 acres (which acreage entitles the original Members to 2½ inches and five votes), shall be entitled to only ¼ thereof or a .625 vote for each five acres.

Future Subdivision of Parcels

14. In the event of any future subdivision of parcels described in Exhibit A and shown on Exhibit B, the Association shall not be obligated or responsible for service to the subdivided parcels or pipeline maintenance beyond that which existed prior to such subdivision, excepting upon such terms and conditions as are agreed to in writing by the Board of Directors of the Association in a recordable agreement.

Conveyance of Pipeline to NID

15. The Board of Directors shall at any time be authorized on behalf of the Members to convey all or part of the Wilkes Pipeline system together with the easements therefor to the Nevada Irrigation District, for future ownership, operation and maintenance by NID, whereupon these Covenants, or such portions thereof that are applicable, shall apply only to the remaining un conveyed portions of the Pipeline.

Miscellaneous Provisions

16. The undersigned, as the present owners of the lands described on Exhibit A attached hereto, hereby dedicate the ownership and use of the Pipeline to the present and future owners of property served thereby, as herein set forth, in its existing, as-is condition, without warranty or guarantee, and the undersigned shall have no further obligation or liability in connection with or arising out of the use, maintenance, operation, repair or replacement of the Pipeline, except as Members of the Association as hereinabove set forth.

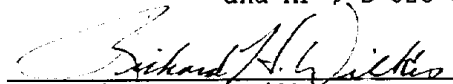
17. Arbitration of Disputes. Any disagreement, controversy or dispute (dispute) arising out of these Covenants shall, upon the written request of any party in interest to the dispute, be submitted for decision to arbitration before an arbitrator mutually

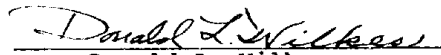
selected by the parties to the dispute. If they are unable to agree to a single arbitrator, each party shall select one and the two thus selected shall select a third. If neither method results in the designation of an arbitrator or arbitrators, then the Superior Court, upon a petition of any party to the dispute, shall appoint the arbitrator. The matter will thereupon be decided pursuant to the applicable rules of the American Association by the arbitrator(s) thus selected. Judgement upon any decision rendered by the arbitrator(s) may be entered in any court having competent jurisdiction, if desired by either party.

18. Amendment of these Covenants. Members owning sixty percent (60%) of the Pipeline Entitlements serving the Property described in Exhibit A, may amend these Covenants or any provision thereof, by executing and recording such amendment with the Placer County Recorder.

WHEREUPON THE UNDERSIGNED owners execute these Covenants effective upon the day hereinabove set forth.

Owners of Parcel No. 1, 2, 3 portions of AP # 026-220-56,
and AP #'s 026-080-15 and 026-220-55


Richard H. Wilkes


Donald L. Wilkes

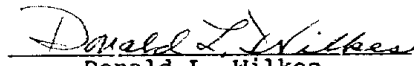
Lillian F. Wilkes


Lillian E. Smith


Aliene W. Meckfessel

Owners of AP #'s 026-080-14,
026-220-6 and 026-220-52


Richard H. Wilkes


Donald L. Wilkes

Purchasers of Parcel No. 4 portion of AP # 026-220-56

John Kiesselbach

Jan Kiesselbach

selected by the parties to the dispute. If they are unable to agree to a single arbitrator, each party shall select one and the two thus selected shall select a third. If neither method results in the designation of an arbitrator or arbitrators, then the Superior Court, upon a petition of any party to the dispute, shall appoint the arbitrator. The matter will thereupon be decided pursuant to the applicable rules of the American Association by the arbitrator(s) thus selected. Judgement upon any decision rendered by the arbitrator(s) may be entered in any court having competent jurisdiction, if desired by either party.

18. Amendment of these Covenants. Members owning sixty percent (60%) of the Pipeline Entitlements serving the Property described in Exhibit A, may amend these Covenants or any provision thereof, by executing and recording such amendment with the Placer County Recorder.

WHEREUPON THE UNDERSIGNED owners execute these Covenants effective upon the day hereinabove set forth.

Owners of Parcel No. 1, 2, 3 portions of AP # 026-220-56,
and AP #'s 026-080-15 and 026-220-55

Richard H. Wilkes

Donald L. Wilkes

Lillian F. Wilkes

Lillian E. Smith

Aliene W. Meckfessel

Owners of AP #'s 026-080-14,
026-220-6 and 026-220-52

Richard H. Wilkes

Donald L. Wilkes

Purchasers of Parcel No. 4 portion of AP # 026-220-56



John Kiesselbach



Jan Kiesselbach

selected by the parties to the dispute. If they are unable to agree to a single arbitrator, each party shall select one and the two thus selected shall select a third. If neither method results in the designation of an arbitrator or arbitrators, then the Superior Court, upon a petition of any party to the dispute, shall appoint the arbitrator. The matter will thereupon be decided pursuant to the applicable rules of the American Association by the arbitrator(s) thus selected. Judgement upon any decision rendered by the arbitrator(s) may be entered in any court having competent jurisdiction, if desired by either party.

18. Amendment of these Covenants. Members owning sixty percent (60%) of the Pipeline Entitlements serving the Property described in Exhibit A, may amend these Covenants or any provision thereof, by executing and recording such amendment with the Placer County Recorder.

WHEREUPON THE UNDERSIGNED owners execute these Covenants effective upon the day hereinabove set forth.

Owners of Parcel No. 1, 2, 3 portions of AP # 026-220-56,
and AP #'s 026-080-15 and 026-220-55

_____ Richard H. Wilkes <i>Lillian F. Wilkes</i>	_____ Donald L. Wilkes
<i>by Douglas M. Adams, counsel</i> _____ Lillian F. Wilkes	_____ Lillian E. Smith

Aliene W. Meckfessel

Owners of AP #'s 026-080-14,
026-220-6 and 026-220-52

_____ Richard H. Wilkes	_____ Donald L. Wilkes
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Purchasers of Parcel No. 4 portion of AP # 026-220-56

_____ John Kiesselbach	_____ Jan Kiesselbach
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STATE OF CALIFORNIA

COUNTY OF Alameda



On this 27 day of December, in the year 1990, before me, Patricia T. Griffin, a Notary Public, State of California, duly commissioned and sworn, personally appeared Richard H. Wilkes personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Alameda on the date set forth above in this certificate.

Patricia T. Griffin
Notary Public, State of California
My commission expires July 26, 1993

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Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

STATE OF CALIFORNIA

COUNTY OF Alameda



On this 27 day of December, in the year 1990, before me, Patricia T. Griffin, a Notary Public, State of California, duly commissioned and sworn, personally appeared Allen W. Mackfessell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Alameda on the date set forth above in this certificate.

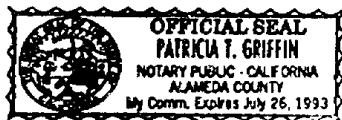
Patricia T. Griffin
Notary Public, State of California
My commission expires July 26, 1993

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STATE OF CALIFORNIA

COUNTY OF Alameda



On this 27 day of December, in the year 1990, before me, Patricia T. Griffin, a Notary Public, State of California, duly commissioned and sworn, personally appeared Donald L. Wilkes personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Alameda on the date set forth above in this certificate.

Patricia T. Griffin
Notary Public, State of California
My commission expires July 26, 1993

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7029

STATE OF CALIFORNIA

COUNTY OF Alameda ss.



On this 27 day of December in the year 1990 before me, Patricia T. Griffin, a Notary Public, State of California, duly commissioned and sworn, personally appeared William E. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Alameda on the date set forth above in this certificate.

Patricia T. Griffin
 Notary Public, State of California
 My commission expires July 26, 1993

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STATE OF CALIFORNIA

COUNTY OF

On this day of in the year before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of on the date set forth above in this certificate.

.....
 Notary Public, State of California
 My commission expires

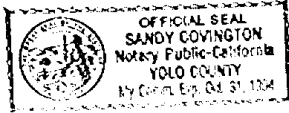
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Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

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STATE OF CALIFORNIA

COUNTY OF Yolo



On this 28 day of December in the year 1990, before me, Sandy Covington, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jan. Kiesselbach

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, Yolo County on the date set forth above in this certificate.

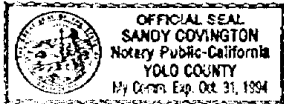
Sandy Covington, Notary Public, State of California, My commission expires October 31, 1994

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Cowdery's Form No. 32 - Acknowledgement to Notary Public - Individuals - (C.C. Sec. 1189) - (Rev. 1/83)

STATE OF CALIFORNIA

COUNTY OF Yolo



On this 28 day of December in the year 1990, before me, Sandy Covington, a Notary Public, State of California, duly commissioned and sworn, personally appeared John. Kiesselbach

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, Yolo County on the date set forth above in this certificate.

Sandy Covington, Notary Public, State of California, My commission expires October 31, 1994

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STATE OF CALIFORNIA

COUNTY OF

On this day of in the year, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of on the date set forth above in this certificate.

Notary Public, State of California

My commission expires

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Cowdery's Form No. 32 - Acknowledgement to Notary Public - Individuals - (C.C. Sec. 1189) - (Rev. 1/83)

7-329

GENERAL ACKNOWLEDGMENT

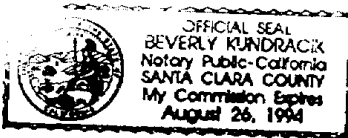
NO 261

State of California
County of Santa Clara } SS.

On this the 5th day of February 1991, before me,

BEVERLY KUNDRACIK

the undersigned Notary Public, personally appeared
LILLIAN F. WILKES BY
DOUGLASS M. ADAMS, CONSERVATOR



personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Beverly Kundracik
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document DECLARATION OF CONVENANTS, CONDITIONS, AND
EASEMENTS REGARDING USE, OPERATION AND MAINTENANCE
Number of Pages 9 OF WILKES PIPELINE
Date of Document _____
Signer(s) Other Than Named Above Richard H. Wilkes, Donald L. Wilkes,
Lillian E. Smith & Allen W. Meckfessel

7-29-122

NATIONAL NOTARY ASSOCIATION • 8239 Pomeroy Ave. • P.O. Box 7184 • Canoga Park, CA 91304 7184

7029

5

EXHIBIT A

Description of Lands in T 13 N, R 7 E, M.D. & M., Placer County, California, owned in common (except as noted) by the following members of the Wilkes Family: Richard H. Wilkes, Donald L. Wilkes, Lillian F. Wilkes, Lillian E. Smith and Aliene W. Meckfessel. (with current Assessor Parcel numbers indicated in parenthesis)

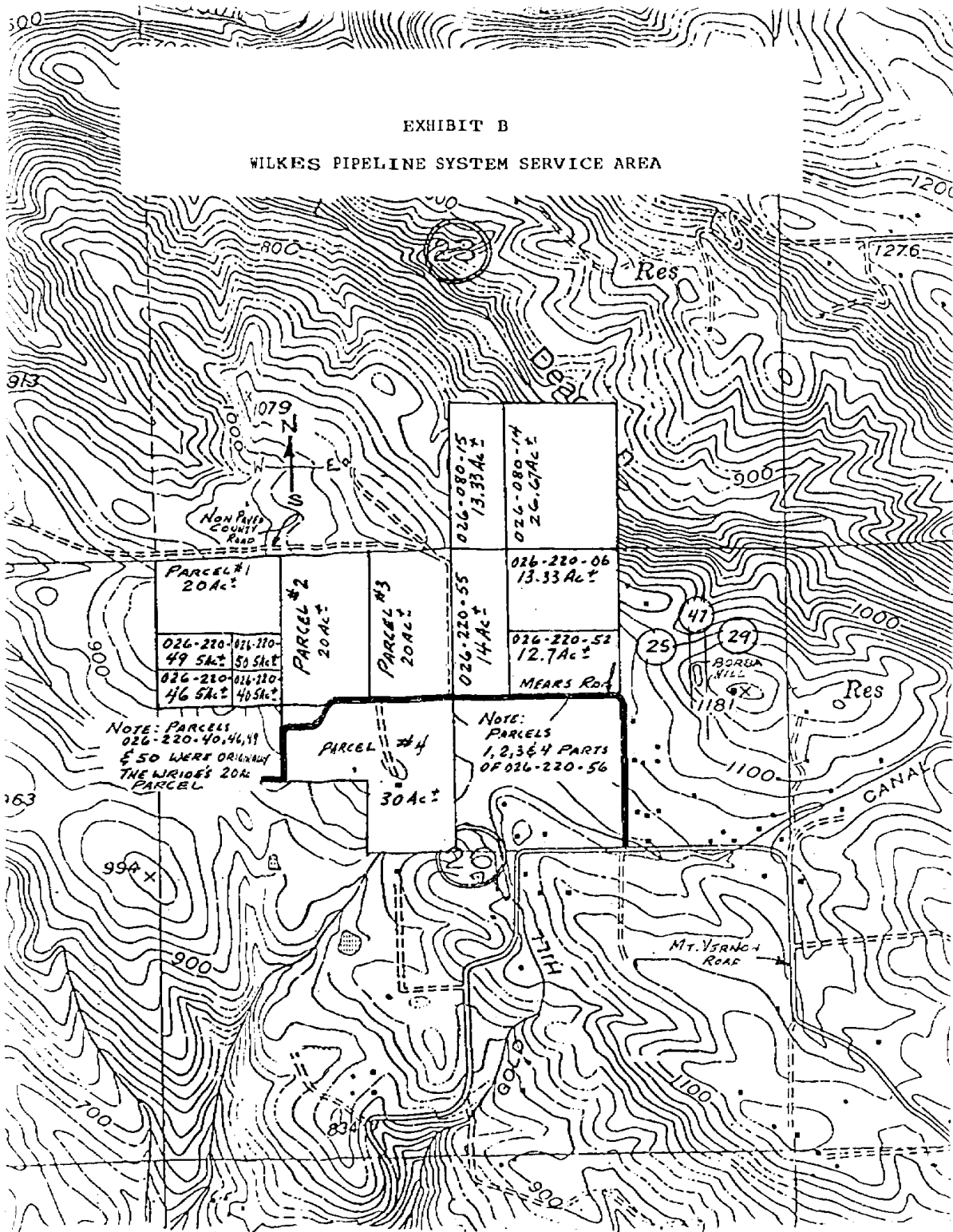
The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (excepting the previously sold 10-acre SW $\frac{1}{4}$ thereof), of Section 26 (AP # 026-220-56). This 90-acre parcel is currently being subdivided for sale into three 20-acre parcels and one 30-acre parcel, designated as Parcel #s 1, 2, 3 and 4 on the Exhibit B Map attached.

The W 1/3 of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23 (AP # 026-080-15), containing 13.33 acres more or less; and the W 1/3 of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26 (AP # 026-220-55), containing 14 acres more or less.

The E 2/3rds of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23 (AP # 026-080-14), containing 26.67 acres more or less; the N $\frac{1}{2}$ of the E 2/3rds of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26 (AP # 026-220-06), containing 13.3 acres more or less; and the S $\frac{1}{2}$ of the E 2/3rds of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26 (AP # 026-220-52), containing 12.7 acres more or less (the three parcels in this subparagraph being owned solely by Richard H. Wilkes and Donald L. Wilkes).

EXHIBIT B

WILKES PIPELINE SYSTEM SERVICE AREA

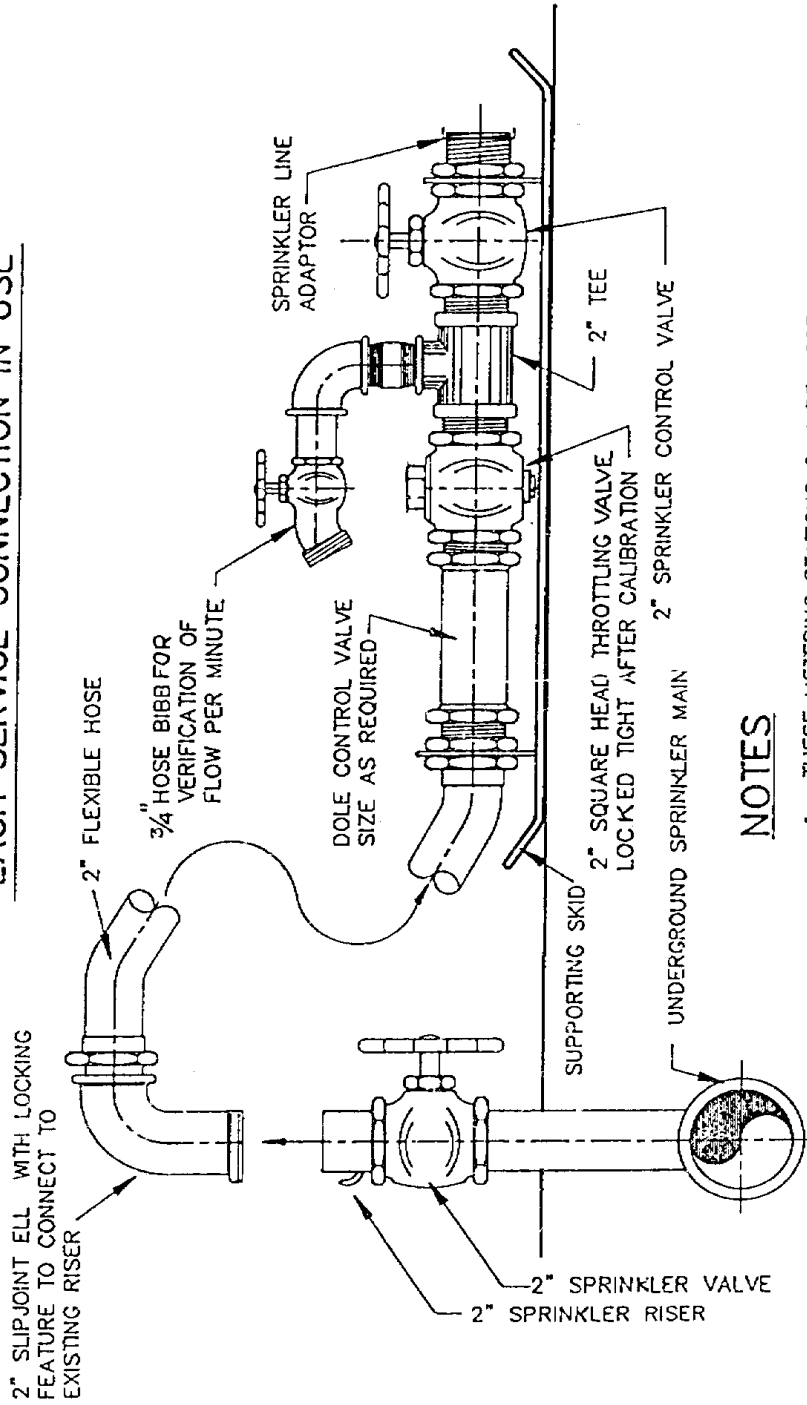


NOTE: PARCELS
026-220-40, 46, 49
& 50 WERE ORIGINALLY
THE WILKES' 20 AC
PARCEL

NOTE:
PARCELS
1, 2, 3 & 4 PARTS
OF 026-220-56

EXHIBIT D

PROPOSED METERING STATION FOR EACH SERVICE CONNECTION IN USE



NOTES

1. THESE METERING STATIONS CAN BE ASSEMBLED AND CALIBRATED BY B. AMLIN IRRIGATION SERVICE 8221 MT. VERNON ROAD, AUBURN, CA.
2. THE NEXT STEP LARGER DOLE VALVE SHOULD BE USED IN CONCERT WITH THE THROTTLING VALVE TO INSURE PROPER DELIVERY.

EXISTING SYSTEM

Exhibit E

CONSENT AND AGREEMENT TO BECOME
A MEMBER OF THE WILKES PIPELINE ASSOCIATION

THE UNDERSIGNED, as the owner(s) of real property within the S $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, T 13 N, R 7 E, MOM, that is more particularly described in Exhibit B attached hereto, hereby agree, for themselves and their successors and assigns, to become a member of the Wilkes Pipeline Association, subject to the terms and conditions hereinafter stated, and to thereby become entitled to all of the rights and privileges, and be subject to all of the duties, obligations and restrictions, that are set forth in that Declaration of Covenants, Conditions, and Easements Regarding Use, Operation and Maintenance of Wilkes Pipeline ("Covenants"), dated as of December 31, 1990 and recorded in the Office of the County Recorder of Placer County, in Book , beginning at page ; the provisions of which Covenants shall supercede any and all rights and duties that the undersigned may have with respect to the right to flow water through and a duty to share in the maintenance of the Wilkes Pipeline, as set forth in that August 12, 1963 Grant Deed to Blaine and Shirley P. Wride (predecessors in interest of the undersigned), recorded in Book 985 of Official Records, at page 216.

Any additional terms and conditions required by the Board of Directors of the Association and agreed to by the undersigned are:

- 1.
- 2.

Dated: _____

WILKES PIPELINE ASSOCIATION

By _____

(attach acknowledgement forms)

7029

Recorded at the request of
and when recorded return to:
Richard H. Wilkes
1795 Clearview Drive
San Leandro, CA 94557

92-036255

Rec Fee 11.00
Check 11.00

Recorded
Official Records
County of
Placer
Mary Ann Hulse
Recorder
8:02am 11-May-92

EG 3

RECORDING REQUESTED BY:

Holley

CONSENT AND AGREEMENT TO BECOME
A MEMBER OF THE WILKES PIPELINE ASSOCIATION

The Undersigned, as the owner of the real property within the County of Placer known as parcel 026-0220-046-000, a five acre undevelopment parcel, as further described in Exhibit "A" attached herein, hereby agrees for himself and his successors and assigns, to become a member of the Wilkes Pipeline Association, subject to the terms and conditions hereinafter stated, and to thereby become entitled to all of the rights and privileges, and be subject to all of the duties, obligations and restrictions, that are set forth in that Declaration of Covenants, Conditions, and Easements Regarding Use, Operation and Maintenance of Wilkes Pipeline ("Covenants"), dated as of December 27, 1990 and recorded in the Office of the County Recorder of Placer County, February 8, 1991, series number 91-007029; the provisions of which Covenants shall supercede any and all rights and duties that the undersigned may have with respect to the right to flow water through and a duty to share in the maintenance of the Wilkes Pipeline, as set forth in that August 12, 1963 Grant Deed to Blaine and Shirley P. Wride (predecessors in interest of the undersigned), recorded in Book 985 of Official Records, at page 216.

I also agree to such additional terms and conditions approved by the Board of Directors of the Association between inception and the date of my signature hereto.

Dated: Dec 2, 1991

Gerald E. Roberts
GERALD E. ROBERTS

Acknowledged

WILKES PIPELINE ASSOCIATION

Dated: Dec 2, 1991

Donald L. Wilkes 12-22-92

State of California)
County of ~~Solano~~ Contra Costa

On Dec 2, 1991, before me, Diane F. Cole, a notary public for the State of California, personally appeared GERALD E. ROBERTS, proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument; and acknowledged that he executed the same as owner of the above identified real property.



Diane F. Cole
Notary Public

25 X 11

PARCEL ONE:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER SECTION CORNER ON THE WEST LINE OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M., MARKED BY AN IRON PIPE 3 INCHES IN DIAMETER; THENCE EAST 1320 FEET TO AN IRON PIN 5/8 INCHES IN DIAMETER; THENCE NORTH 0°15' WEST 1346.53 FEET TO AN IRON PIN 5/8 INCHES IN DIAMETER; THENCE SOUTH 88°51'30" WEST 660.08 FEET TO THE SOUTHEAST CORNER OF THE PARCEL TO BE DESCRIBED, THE POINT OF BEGINNING; THENCE, FROM SAID POINT OF BEGINNING, NORTH 0°15' WEST 330.0 FEET; THENCE SOUTH 88°51'30" WEST 660.07 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26; THENCE SOUTH 0°15' EAST ALONG THE WEST LINE OF SAID SECTION 26 A DISTANCE OF 330.0 FEET TO AN OLD WOODEN STAKE; THENCE NORTH 88°51'30" EAST 660.07 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES 33 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THE LINE TO BE DESCRIBED, A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED PARCEL ONE, FROM WHICH POINT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL ONE BEARS SOUTH 0°15' EAST 10 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 0°15' WEST ALONG THE EAST LINE OF THE ABOVE DESCRIBED PARCEL ONE TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO BLAINE WRIDE, ET UX, BY THAT CERTAIN DEED DATED AUGUST 12, 1963 AND RECORDED OCTOBER 10, 1963 IN BOOK 985 OFFICIAL RECORDS PAGE 216, PLACER COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED PARCEL ONE.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER A STRIP OF LAND 50 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO BLAINE WRIDE, ET UX, BY THAT CERTAIN DEED DATED AUGUST 12, 1963 AND RECORDED OCTOBER 10, 1963 IN BOOK 985 OFFICIAL RECORDS PAGE 216, PLACER COUNTY RECORDS, FROM WHICH POINT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL ONE BEARS THE FOLLOWING TWO CONSECUTIVE COURSES: (1) EASTERLY ALONG THE NORTH LINE OF SAID BLAINE WRIDE, ET UX PARCEL A DISTANCE OF 16.5 FEET AND (2) SOUTH 0°15' EAST; THENCE EASTERLY FROM SAID POINT OF BEGINNING, ALONG THE NORTH LINE OF SAID BLAINE WRIDE, ET UX PARCEL 676.5 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES WITHIN THE ABOVE DESCRIBED PARCEL TWO.

EXHIBIT A

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M, BEING 33 FEET IN WIDTH 16.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER FROM WHICH A 5/8" STEEL PIN MARKING THE SOUTHWEST OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER BEARS SOUTH 660 FEET; THENCE EASTERLY ON A LINE WHICH IS PARALLEL TO AND 660 FEET FROM THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 346.5 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO A POINT WHICH IS NORTH 16.5 FEET FROM THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE EASTERLY ON A LINE WHICH IS PARALLEL TO AND 16.5 FEET FROM THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO ITS INTERSECTION WITH THE COUNTY ROAD.