

52320

OFFICIAL RECORDS  
PLACER COUNTY - CALIF.  
RECORD REQUESTED BY  
DEPT. PUBLIC WORKS  
NOV 29 4 46 PM '79

G. F. THOMBLEY  
PLACER CO RECORDER

52320

\$6.00

*Ret: Dept. / Public Works  
Attn: Art Davidson*

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.

2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

4. Nothing herein shall be interpreted as requiring contribution for major improvements in the travelled portion in said easement, however, if such improvements are constructed, this

Vol 2200 p 482

Declaration of Road Maintenance Agreement (cont'd)

agreement shall apply to the repair or maintenance of such improved facilities.

5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

6. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.

7. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owner shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof as if this agreement were not in effect.

8. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.

Vol 2200 p. 483

Declaration of Road Maintenance Agreement (Cont'd)

9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owner shall be subject to all the benefits and duties herein.

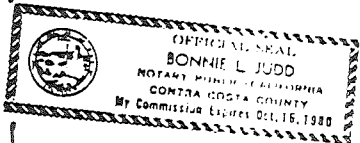
IN WITNESS WHEREOF, we have executed this declaration this 12th day of November, 1979, at Huburn,

California.

<u>[Signature]</u> Mary H. Conn	<u>[Signature]</u> Russell J. Conn	Parcel "A" No. 73144
<u>[Signature]</u> Wendy Conn	<u>[Signature]</u> Russell J. Conn	Parcels Parcel Map Number
<u>[Signature]</u> Mary H. Conn	<u>[Signature]</u> Russell J. Conn	Parcel "B" No. 73144
<u>[Signature]</u> Wendy Conn	<u>[Signature]</u> Russell J. Conn	Parcels Parcel Map Number
<u>[Signature]</u> Mary H. Conn	<u>[Signature]</u> Russell J. Conn	Parcel "C" No. 73144
<u>[Signature]</u> Wendy Conn	<u>[Signature]</u> Russell J. Conn	Parcels & Parcel Map Number

VOL 2200 PAGE 484

STATE OF CALIFORNIA  
COUNTY OF Placer 99.



On this 12th day of November in the year one thousand nine hundred and 79 before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Beth Conn, Mary H. Conn, Wendy Conn, Beth Haley Conn, Russell J. Conn known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same.

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

[Signature]  
Notary Public, State of California

My commission expires .....

EXHIBIT "A"

All that certain real property situate in the South half of the Southeast Quarter of Section 10, Township 13 North, Range 8 East, M.D.M., Placer County, California, described as follows:

ON-SITE ACCESS

An easement for roadway, drainage and utilities purposes on, over, under, and across the South fifty (50.00) feet of Parcel "B" of Parcel Map No. 70099, recorded in Book 2 of Parcel Map at Page 51, and shown thereon as Area "K".

OFF-SITE ACCESS

1. An easement for road, drainage and utilities purposes on, over, under, and across a portion of land described in that certain deed recorded in Volume 2093 of Official Records at Page 510.
2. An easement for road and utilities purposes on, over, under and across a strip of land fifty (50.00) feet in width from the North-South centerline of Section 10, Township 13 North, Range 8 East, M.D.M., to Christian Valley Road (Co. Rd. No. F8120) and being described in Volume 1442 of Official Records at Page 440, Placer County, California.

VOL 2200 PAGE 485

52320

Ret: Dept. of Public Works  
Attn: Art Davidson

52319  
OFFICIAL RECORDS  
PLACER COUNTY CALIF  
RECORD REQUESTED BY  
DEPT. PUBLIC WORKS  
Nov 29 4 45 PM '79

PARCEL MAP NO. 73144

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

MELEY  
PLACER CO RECORDER

This Declaration is made on the date hereinafter set forth by *pf.00*

Bart Conn, hereinafter referred to as

"Declarant", as follows:

WHEREAS, Declarant is the owner of certain real property situated in Placer County, California, described as Parcels A, B & C shown on that Parcel Map Number 73144 filed in the Office of the Recorder of Placer County, California, on the 29<sup>th</sup> day of NOVEMBER, 1979 in Book (~~15~~) 15 of Parcel Maps, Page 112.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed, subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These restrictions, covenants, and conditions, shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

Article 1. The property described herein shall not be divided further without the prior written approval of the County of Placer.

Said approval shall be contingent, in part, upon the construction of any road used for legal and physical access from a County maintained road to the property being divided by Parcel Map No. 73144 and area(s) "K" shown on that Parcel Map (Waiver) recorded in the Office of the Recorder of Placer County, California, on the 29<sup>th</sup> day of NOVEMBER, 1979, in Book (~~15~~) 15 of Parcel Maps at Page 112 to the following standard:

2230 485

16 foot section; (Double) Chip Seal on 6" Class II Aggregate Base with 4 foot wide shoulders. Construction of said road shall be modified only with prior written approval of the County of Placer and; Proof, to the satisfaction of Placer County of a fifty (50) foot minimum road and utilities easement from Christian Valley Road, a County maintained road to Parcel "C"

Article 2. The covenants, conditions, and restrictions, of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by a recorded instrument signed by not less than 75% (seventy-five percent) of the Parcel Owners, provided that prior written approval is obtained from the County of Placer.

IN WITNESS WHEREOF, the Declarant herein, has hereunto set its hand this 12th day of November 1979.

(Attach Acknowledgement)

[Signature]  
 Legal Owner(s)  
Mary Ann Conn  
Wendy Conn  
Beth Haley Conn  
Russell F Conn

VOL 2200 PAGE 481

STATE OF CALIFORNIA  
 COUNTY OF Placer ) s.s.

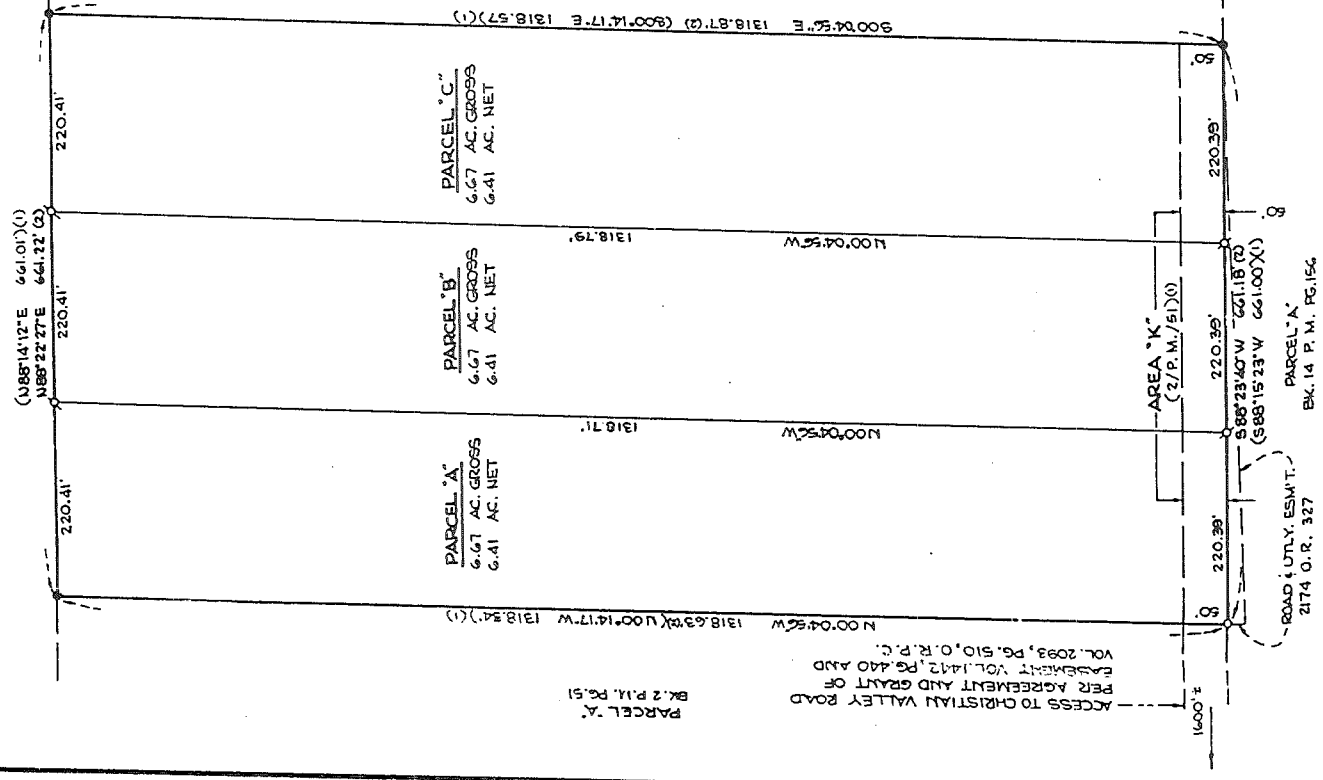
On this 12th day of November in the year one thousand nine hundred and 79 before me, the undersigned a Notary Public, State of California duly commissioned and sworn, personally appeared Conn, Mary Ann, Wendy Conn, Beth Haley Conn, Russell F Conn known to me to be the person whose name are subscribed to the within instrument and acknowledge to me that they executed the same.

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



[Signature]  
 Notary Public, State of California  
 My commission expires 10-15-80

INSURANCE UNDERWRITERS CLEARING HOUSE, A CORPORATION  
16.66 O.R. 15

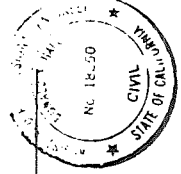


(U88714'12"E 1378.85')(1)  
(U88722'27"E 1379.32')(2)  
1/4 SEC. COR.  
BRASS PLATE ON  
1" PIPE L.S. 34.36  
MARKED FOR COR.  
0 ----- FND. 2" IRON PIPE, PLUG & L.S. 36.39 TAG (2)  
0 ----- SET 3/4" REBAR, TAGGED R.C.E. 18,250  
(1) ----- BK. 2/P.M./51  
(2) ----- BK. 5/R.O.S./69

SCALE: 1" = 100'

**SURVEYOR'S CERTIFICATE**  
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BART CONN ON SEPTEMBER 1, 1978. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

*Donald A. Hale*  
R.C.E. 18,250



**COUNTY SURVEYOR'S CERTIFICATE**  
THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE: ~~NOVEMBER 24, 1979~~ *January 1, 1980*  
COUNTY SURVEYOR  
*John L. Hartloffe*  
DEPUTY

**RECORDER'S CERTIFICATE**  
FILED THIS 29<sup>th</sup> DAY OF ~~NOVEMBER~~ *DECEMBER*, 1972, AT 4:46 P.M. IN BOOK 15 OF PARCEL MAPS AT PAGE 112 AT THE REQUEST OF DONALD A. HALE.

FILE NO. 52317  
FEE: \$5.00  
GAY TROMBLEY  
COUNTY RECORDER  
BY *Eleanor B. Shively*  
DEPUTY

**NOTE:**

- A REPORT CONCERNING CURRENT REQUIREMENTS FOR THE ESTABLISHMENT OF THESE PARCELS AS VALID BUILDING SITES IS BEING RECORDED CONCURRENTLY HEREWITH IN BOOK 478, O.R.P.C., PAGE 478, O.R.P.C.
- AREA "K" IS IDENTICAL TO THAT AREA "K" PER 2/P.M./51 AND IS APPURTENANT TO PARCELS "A", "B" & "C" FOR ROAD AND UTILITY PURPOSES.
- THE PARCELS CREATED BY THIS MINOR LAID DIVISION HAVE THE RIGHT TO LEGAL ACCESS TO THE PUBLIC RIGHT OF WAY THROUGH THE EASEMENT DESCRIBED IN VOL. 1442, AT PG. 440 AND VOL. 2093 AT PG. 810, O.R.P.C. AND 2/P.M./51.
- SOURCE OF PROPERTY DESCRIPTION IS RECORDED IN VOL. 1986, AT PG. 206, O.R.P.C.

PARCEL A  
PK. 2 P.M. 51

**BASIS OF BEARING**

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE MERIDIAN OF THAT SURVEY RECORDED IN BOOK 5 OF SURVEYS, AT PAGE 68, PLACER COUNTY RECORDS AND WAS ESTABLISHED FROM MONUMENTS SHOWN HEREON AS FOUND.

**PARCEL MAP NO. 73144**

A DIVISION OF PARCEL "B" OF PARCEL MAP NO. 70089 FILED IN BOOK 2, PARCEL MAPS, AT PAGE 51, P.C.R., ALSO BEING A PORTION OF THE SE QUARTER OF SEC. 10, T. 13 N., R. 8 E., M. D. M., PLACER COUNTY, CALIFORNIA NOVEMBER, 1979 AUBURN ENGINEERS

PLACER COUNTY

10723

*Ref.*  
DEPT. PUBLIC WORKS  
*Art Davidson*

OFFICIAL RECORDS  
PLACER COUNTY-CALIF.  
RECORD REQUESTED BY  
DEPT. PUBLIC WORKS  
Mar 13 3 34 PM '79

GAY TRUMBLY  
PLACER CO RECORDER

72391

10723

#6.00

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.

2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

4. Nothing herein shall be interpreted as requiring contribution for major improvements in the travelled portion in said easement, however, if such improvements are constructed, this

VOL 2094  
P. 563



PLACER COUNTY

Declaration of Road Maintenance Agreement (cont'd)

agreement shall apply to the repair or maintenance of such improved facilities.

5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

6. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.

7. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owner shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 843 or amendments thereof as if this agreement were not in effect.

8. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representative, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.

Vol 2094 p. 564

PLACER COUNTY

Declaration of Road Maintenance Agreement (Cont'd)

9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owner shall be subject to all the benefits and duties herein.

IN WITNESS WHEREOF, we have executed this declaration this 17th day of July, 1978, at Auburn, California.

*Hans-Brow. Co. Partner*

PH 72391

Book & Page or Parcels & Parcel Map Number

Book & Page or Parcels & Parcel Map Number

Book & Page or Parcels & Parcel Map Number

Book & Page or Parcels & Parcel Map Number

Book & Page or Parcels & Parcel Map Number

Each signature must be acknowledged (notarised).

STATE OF CALIFORNIA  
COUNTY OF Placer

On July 17, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared LES MERRIS

known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand & official seal.

*Bradley R. Langner*  
Bradley R. Langner

Name (Typed or Printed)



(This area for official notarial seal)

Vol 2094 Page 565

PLACER COUNTY

EXHIBIT "A"

PARCEL ONE

A road and utility easement 50 feet in width shown and designated as Area "K" on Parcel Map Number 70099, filed September 12, 1972 in Book 2 of Parcel Maps at Page 51; and non-exclusive road and utility easement forty feet in width shown and designated as Area "P" of Parcel Map Number 72391, filed March 13, 1979 in Book 144 of Parcel Maps at Page 48; and a non-exclusive road and utility easement 50 feet in width as said easement is described in the Agreement and Grant of Easement executed by the State of California and recorded September 12, 1972 in Book 1442, Page 440, Official Records of Placer County.

PARCEL TWO

That area described in Book 2095, Page 510. O. R. P. C.

Vol 2094 p 505

10723

**SURVEYOR'S CERTIFICATE**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF LEE HARRIS IN JUNE, 1978. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FILED AND FULFILLED IN THE FILING OF THE PARCEL MAP.



*William J. Falconi*  
WILLIAM J. FALCONI  
JUNE 20, 1978

**COUNTY SURVEYOR'S CERTIFICATE**

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES.

DATED MARCH 22, 1978  
JOHN L. SULLIVAN  
COUNTY SURVEYOR

BY: *John L. Sullivan*  
DEPUTY

**RECORDER'S CERTIFICATE**

FILED THIS 13th DAY OF MARCH 1978, AT 1:34 PM  
IN BOOK 14 OF PARCEL MAPS AT PAGE 48  
AT THE REQUEST OF WILLIAM J. FALCONI.

FILE NO. 10121  
GAY TROTTLEY  
COUNTY RECORDER  
FEE \$5.00  
BY: *Gay Trotley*

**BASIS OF BEARING**

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT SHOWN ON BOOKS 5 OF SURVEYS AT PAGE 69 C.R.P.C. AND IS BASED ON MONUMENTS SHOWN AS FOLLOWS.

**PARCEL MAP**

NO. 72391

A DIVISION OF PARCEL C OF P.M. NO. 70099 FILED IN BK. 2 P.M. PG. 51 BEING A PORTION OF THE S.E. QUARTER OF SEC. 10, T.13N., R.8E., M.D.B.&M. PLACER COUNTY, CALIFORNIA

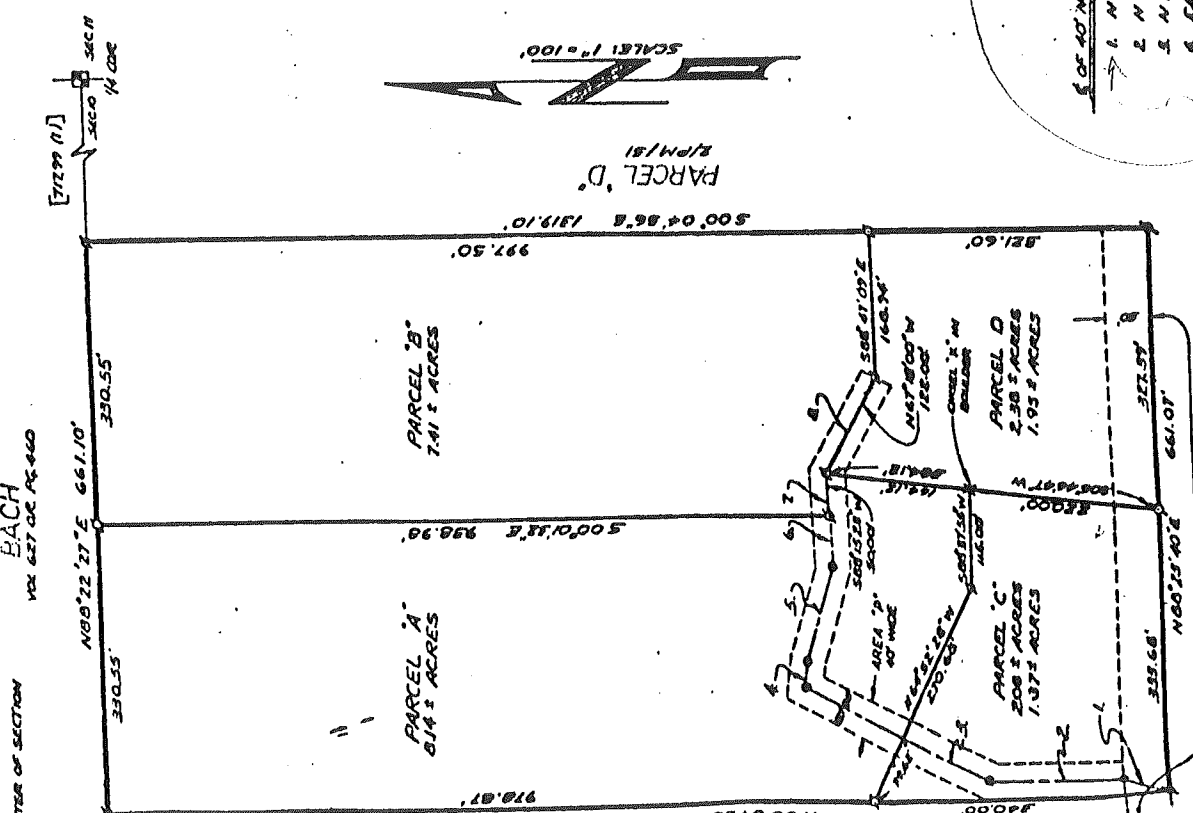
JUNE, 1978  
FALCONI ASSOCIATES  
187 PALM AVE.  
AUBURN, CALIF.  
FILE NO. 546 77-185

**LEGEND:**

- 1 ONE QUARTER CORNER AS NOTED
  - 2 CENTER OF SECTION AS NOTED.
  - 3 2" IRON PIPE WITH PLUG AND L.S. 3/8" TAG PER (2)
  - 4 SET 1" IRON PIPE WITH PLUG PER 15042
  - 5 NOTHING FOUND, NOTHING SET.
  - 6 MONUMENTS AS NOTED.
- RECORD PER  
111 2/PM/51  
121 5/AGS/69

**NOTES:**

1. THE PARCELS CREATED BY THIS MAP AND LAND DIVISION HAVE THE RIGHT TO LEGAL ACCESS TO THE PUBLIC RIGHT OF WAY THROUGH THE EASEMENT DESCRIBED IN VOL. 1442 AT PG. 40 AND 42, 1950 AT PG. 510, AND VOL. 2088 AT PAGE 510, C.R.P.C.
2. A REPORT CONCERNING CURRENT REQUIREMENTS FOR THE ESTABLISHMENT OF THESE PARCELS AS VALID BUILDING SITES IS BEING RECORDED CONCURRENTLY HERewith IN VOL. 2088 AT PG. 381 C.R.P.C.
3. SOURCE OF WATER AND DRAINAGE IS AS SHOWN IN VOL. 2088 AT PG. 510, C.R.P.C.
4. AREA "D" IS APPURTENANT TO PARCELS "A", "B", "C" 40' FOR THE PURPOSE OF ROAD, WAY, DRAINAGE AND PUBLIC AND PRIVATE UTILITIES.
5. AREA "X" IS IDENTICAL TO THAT AREA "X" PER 2/PM/51 AND IS APPURTENANT TO PARCELS "A", "B", "C" 5' 0" FOR ROAD AND UTILITY PURPOSES.



**AREA "P"**

- 1/4 OF 40' NON-EXCLUSIVE ROAD EASEMENT
- 1. N 27° 23' 42" E --- 53.23'
  - 2. N 00° 04' 56" W --- 159.77'
  - 3. N 27° 07' 17" E --- 239.58'
  - 4. EAST --- 31.00'
  - 5. S 74° 49' 00" E --- 143.71'
  - 6. N 66° 15' 43" E --- 60.00'
  - 7. N 66° 15' 23" E --- 50.00'
  - 8. S 67° 18' 00" E --- 122.00'

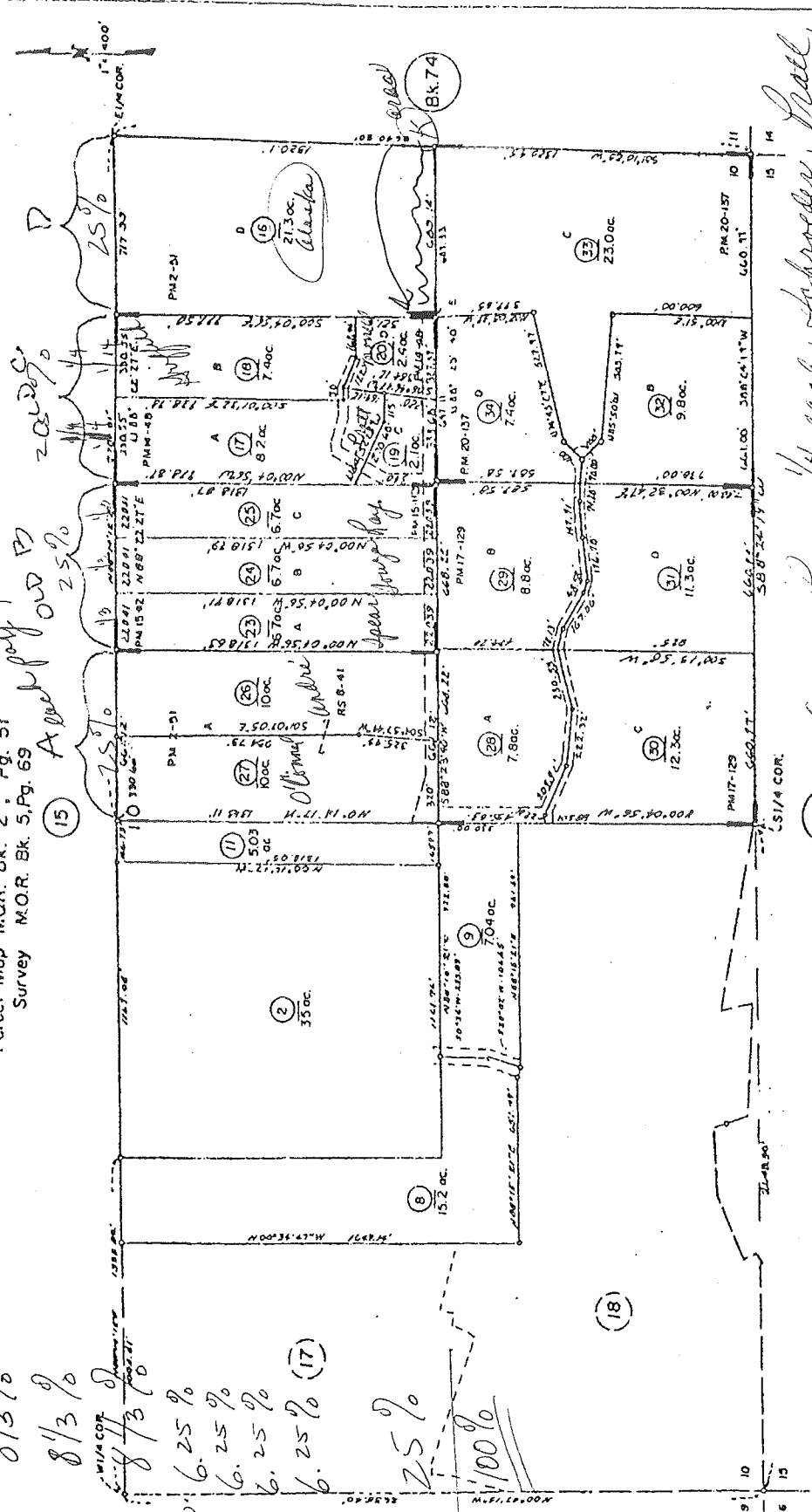
BALESTRIERI et al  
VOL 1168 C.R. PG. 658

*Area K*  
*Old R-1-4*  
*Manufactured*

POR. S1/2 SEC. 10, T13N, R.8E., M.D.B. & M.  
 Surveys, M.O.R. Bk. 1, Pg. 87  
 Parcel Map M.O.R. Bk. 2, Pg. 51  
 Survey M.O.R. Bk. 5, Pg. 69

75-14

*Area K*  
 O'Connell 12.5%  
 Andre 12.5%  
 Speer 8 1/3%  
 Abuja 8 1/3%  
 Ray 8 1/3%  
 Schroeder 6.25%  
 Platt 6.25%  
 Morrell 6.25%  
 Griffith 6.25% (17)  
 Alaska 20 acres (13)  
 (Old D)  
 TOTAL 100%



*Area F = 1/4 each Schroeder, Platt, Morrell & Griffith*

Parcel MOR Bk 20 Pg. 137, P-73976.  
 Parcel MOR Bk 17, Pg. 129, 73590  
 Survey MOR Bk 8, Pg. 41  
 Parcel MOR Bk 15, Pg. 112, 73144  
 Parcel M.O.R. Bk. 14, Pg. 56, 73330.  
 Parcel M.O.R. Bk. 14, Pg. 48, 72391.

10-80  
 5-80  
 12-79  
 7-79  
 9-72  
 2-29-04  
 1-68

Assessor's Map Bk. 75-Pg. 14  
 County of Placer, Calif.

NOTE - ASSESSOR'S BLOCK & LOT NUMBERS SHOWN IN CIRCLES

(Bk. 75)

(18)

(13)

(15)

(17)

(11)

(27)

(28)

(23)

(24)

(25)

(17)

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