

**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
(The Orchard at Carneros )**

This Purchase and Sale Agreement and Escrow Instructions (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Carneros Cottages LLC, a California limited liability company (“**Seller**”), whose address is 4048 Sonoma Highway, Napa, California 94559, and \_\_\_\_\_ (“**Buyer**”) whose address and phone number are:

Number and Street	City	State	Zip
Home Telephone: _____			
Business Telephone: _____			
Email: _____			
Fax: _____			

This Agreement shall also be escrow instructions to First American Title Insurance Company (“**Escrow Holder**”), 1700 Second Street, Napa, California, 94559; (707) 254-4501.

1. Agreement to Buy and Sell. For the consideration herein stated and subject to the terms and conditions set forth herein, Buyer agrees to purchase, and Seller agrees to sell to Buyer Fractional Interest No(s). \_\_\_\_\_ (the “**Fractional Interest(s)**”), each consisting of an undivided 1/170th fee interest in and to that certain parcel of real property (the “**Property**”), including the Cottages thereon, located within the Orchard at Carneros (the “**Residence Club**”), which Property is more particularly described in Exhibit “A” attached hereto and made a part hereof, together with, during each Use Year, those certain use rights to reserve the use of a Cottage within the Property as set forth in Article II of that certain Declaration of Covenants, Conditions and Restrictions for The Orchard at Carneros recorded on \_\_\_\_\_, 2007, as Instrument No. \_\_\_\_\_ in the Office of the County Recorder of Napa County, California (as amended or as such document may be amended, the “**Declaration**”) and the **Rules and Regulations for the Orchard at Carneros**. Capitalized terms used herein shall have the meaning ascribed thereto by the Declaration unless otherwise defined herein.

In accordance with California Business and Professions Code Section 11238, you are advised that the Fractional Interest is a deeded interest in real estate and is perpetual in nature. The Declaration has an initial term of sixty (60) years and will automatically renew for additional terms of ten (10) years unless terminated by the owners of Fractional Interests as provided in the Declaration.

2. Purchase Price. The purchase price (“**Purchase Price**”) of the Fractional Interest(s) is the sum of \$\_\_\_\_\_. Buyer has delivered to Seller this date for deposit with

Escrow Holder the sum of \$\_\_\_\_\_ as the “**Earnest Money**” on the purchase of the Fractional Interest(s). If Buyer has deposited any funds with Escrow Holder pursuant to a Reservation Agreement (RE Form 612) under a Preliminary Public Report issued by the California Department of Real Estate, Buyer hereby authorizes Escrow Holder to transfer and include any such deposit as part of the Earnest Money. The Earnest Money shall be applied against the Purchase Price at the Close of Escrow. For the purposes of this Agreement, the terms “**Close of Escrow**” or “**Closing**” shall mean the occurrence of the events described in Section 4, below, and the date on which the closing occurs, hereinafter referred to as the “**Closing Date.**” Buyer agrees to pay the remaining balance of the Purchase Price, being the sum of \$\_\_\_\_\_ (the “**Unpaid Balance**”) by depositing the Unpaid Balance in escrow, in cash or by check, not later than the first of the following dates to occur:

(a) ten (10) business days after the date Seller shall notify Buyer that either:

(i) Seller has recorded a notice of completion for Property in the Office of the County Recorder of Napa County, or

(ii) Seller has procured a completion bond or other assurance of completion acceptable to the California Department of Real Estate, covering all improvements upon the Property, or

(b) \_\_\_\_\_, 2007.

3. Offer to Purchase. Buyer’s signature hereon constitutes an offer to Seller to purchase the Fractional Interest(s) described herein. Unless acceptance hereof is signed by Seller and a signed copy delivered to Buyer, either in person or by mail to the address shown below, within thirty (30) days after the date hereof, this offer shall be deemed revoked and the Earnest Money made by Buyer shall be returned to Buyer.

Title to such Fractional Interest(s) shall be vested in Buyer as follows (check appropriate designation):

- |   |   |
|---|---|
| <input type="checkbox"/> Partnership        | <input type="checkbox"/> Tenants-in-Common (State undivided interest of each Buyer next to each Buyer’s name as it appears below) |
| <input type="checkbox"/> Corporation        | <input type="checkbox"/> Joint Tenants with Right of Survivorship   |
| <input type="checkbox"/> Community Property | <input type="checkbox"/> Sole and Separate Property   |
| <input type="checkbox"/> Other: _____       |   |

(THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.)

4. Closing. Buyer shall deliver to escrow all remaining funds and fully executed and acknowledged documents required to close escrow no later than ten (10) business days after Seller shall notify Buyer that escrow is ready to close. Subject to the provisions of Section 15, below, Escrow Holder is hereby instructed to record the Original Deed, when Escrow Holder holds the total Purchase Price as set forth in Section 2, above, and provided:

(a) Escrow Holder can issue its standard form ALTA Residential Owner's Title Insurance Policy in favor of Buyer on the Fractional Interest(s) (the "**Title Policy**") with liability equal to the Purchase Price, showing that title to the Fractional Interest(s) will be vested in Buyer, subject only to:

- (i) Non-delinquent real and personal property taxes and assessments; and
- (ii) Covenants, conditions, restrictions, easements, rights and rights of way of record as of the Close of Escrow; and

(b) Escrow Holder shall have received notice from Seller to close escrow; and

(c) Escrow Holder shall not have received a notice or demand for termination as provided in Sections 9 or 15, below.

Notwithstanding anything to the contrary set forth above in this Section 4, this escrow shall not close, funds shall not be released and title shall not be conveyed until each of the following conditions has been met:

(i) Escrow Holder can deliver title to the Fractional Interest(s) free and clear of any and all blanket encumbrances except those provided for in Section 4(a), above. Escrow Holder is authorized by Seller to pay on Seller's behalf any other encumbrances necessary to place title in the condition called for, and Seller will deliver to Escrow Holder any funds or instruments required for such purpose;

(ii) Escrow Holder has inserted in the Original Deed it records at the close of this escrow the Fractional Interest Number(s) written on this Agreement, and has determined that such Fractional Interest Number(s) corresponds to an identification number shown on Exhibit "E" to the Declaration but which is not shown on any other Original Deed at the closing of another escrow opened with Escrow Holder;

(iii) Seller has either (A) posted security in accordance with Business and Professions Code Section 11230(a) to assure completion of all improvements to the Property, or (B) completed the improvements to the Property and filed a Notice of Completion affirming such completion, and (1) the period for the filing of mechanic's liens has expired, or, (2) if such period has not expired, provided for the issuance of a mechanic's lien endorsement to Buyer's title insurance policy.

(iv) Either (A) Common Furnishings of the Cottage(s) identified by the Fractional Interest Number(s) written on this Agreement shall be in place in such Cottage(s) lien-free and shall have been conveyed to the Association, or (B) the Seller shall have made alternative reasonable arrangements satisfactory to the Department of Real Estate to assure the lien-free conveyance of the Common Furnishings to the Association and the placement within such Common Furnishings in such Cottage(s).

5. Costs. From funds supplied by Buyer at Close of Escrow, Escrow Holder shall pay for all loan closing costs, escrow fees, title insurance premiums and all other charges. From

funds held for Seller's account, Escrow Holder shall pay real property transfer taxes. Buyer shall also pay Assessments to the Association, as more particularly described in Section 14, below.

6. Deposit of Funds. Escrow Holder is hereby authorized to deposit any funds or documents delivered to it under these Escrow Instructions, or cause the same to be deposited, with any sub-agent, subject to Escrow Holder's order at or prior to Close of Escrow, in the event such deposit shall be necessary or convenient for the consummation of this escrow. Prior to the Close of Escrow, all funds deposited in this escrow by Buyer shall be kept in escrow. On the Close of Escrow, all funds deposited by Buyer (except funds deposited pursuant to Section 14 for payment to the Association and funds payable to Escrow Holder pursuant to Section 5, above), shall be delivered to Seller.

7. No Responsibility. Escrow Holder is to have no independent responsibility under the Federal Consumer Credit Protection Act to provide information required under that Act. Any forms or information disclosed in accordance with such Act come from Seller and are pursuant to Seller's direction. Escrow Holder is not to be concerned with the agreements of Buyer and Seller as set forth in Sections 8, 10, 11, 12 and 14(b) hereof. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees suffered or incurred by Escrow Holder in connection with or arising out of this escrow. Escrow Holder shall not be liable for any error of judgment or for any act done or omitted by Escrow Holder in good faith, or for any mistake of fact or law, except its own willful or grossly negligent misconduct, and Escrow Holder shall have no duties to anyone except those signing these Escrow Instructions. The General Provisions of Escrow Holder are attached hereto as Exhibit "B" and incorporated herein by this reference and, in the event of any inconsistency between these Escrow Instructions and the General Provisions, these Escrow Instructions shall control.

8. Common Furnishings. Common Furnishings in each Cottage will be owned by the Association and shall have a value at least substantially equivalent to that contained in the model Cottage; provided, however, that the Common Furnishings in each Cottage need not be identical to those furnishings contained in the models.

9. Destruction. If the real property described in Exhibit "A" is destroyed or materially damaged (other than by Buyer's act or omission) prior to the Closing Date, then, on demand by Seller or Buyer, all amounts paid by Buyer pursuant to this Agreement shall be returned to Buyer within 15 days after the date of such demand, without deduction, and this Agreement and this escrow shall terminate.

10. Occupancy. [Check one ]:

The Cottages and the other improvements to the Property have not been completed. The estimated completion date for the improvements to the Property is October, 2007. Notwithstanding the foregoing estimated completion date, Buyer's right to make reservations for use of a Cottage in accordance with the Declaration and the Rules and Regulations shall commence ninety (90) days, thirty (30) days or seven (7) days, for Planned Vacations, Space Available Vacations or Getaway Vacations, respectively, before the date

specified as the date the Cottages and the other improvements to the Property are to be completed, by written notice to Buyer.

The Cottages and the other improvements to the Property have been completed. Buyer's right to make reservations for use of a Cottage in accordance with the Declaration and the Rules and Regulations shall commence on the Closing Date.

11. Buyer's Acknowledgment. Buyer's signature on this Agreement constitutes his acknowledgment that he has received, read, understood, approved and, where applicable, executed the following:

- (a) the Declaration;
- (b) the Rules and Regulations;
- (c) the Articles of Incorporation and the Bylaws of the Association;
- (d) the current budget of the Association;
- (e) the Buyer's Acknowledgment of Representations;
- (f) this Agreement; and

(g) a copy of the Public Report of the California Department of Real Estate applicable to the Residence Club and a copy of the receipt therefor.

12. Covenants, Representations and Warranties of Buyer. Buyer covenants, represents and warrants to Seller as follows:

(a) That Buyer has read and understood each and every provision of that certain Buyer's Acknowledgment of Representations pertaining to the Fractional Interest and delivered to and initialed by Buyer on even date herewith;

(b) Buyer understands and acknowledges that no salesperson, broker or other person has any authority whatsoever to make any representation, agreement or warranty, express or implied, for Seller, except those expressly set forth in writing in this Agreement and the documents named in Section 11;

(c) Buyer acknowledges that except for those spaces Buyer has authorized to be filled in by Escrow Holder, all of the information called for in the blank spaces of this Agreement was filled in and read and understood by Buyer prior to the time of execution hereof by Buyer; and

(d) Buyer agrees that the package of Residence Club documents provided to Buyer by Seller hereunder shall remain the property of Seller until the Closing and Buyer shall be obligated to return such materials to Seller promptly following termination of this Agreement for any reason.

(e) Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorneys' fees) arising out of or in connection with any breach by Buyer of any covenant, representation or warranty contained in this Section 12 or any untrue statement made by Buyer in this Agreement;

(f) The agreements, representations and warranties of Buyer set forth in this Section 12 shall survive the delivery and recordation of the Original Deed to Buyer.

13. Merger. This is the only agreement between the parties and all prior and contemporaneous negotiations are merged herein and superseded hereby. Buyer understands and acknowledges that no salesperson, broker or other person has any authority whatsoever to make any representation, agreement or warranty, express or implied, for Seller, except those expressly set forth in writing in this Agreement, and addenda attached hereto and made a part hereof, and in the documents named in Section 11.

14. Payments to the Association.

(a) Buyer agrees to pay the current quarterly (subject to amendment by the board of directors of the Association) Assessment amount due of \$\_\_\_\_\_ to the Association within thirty (30) days after Buyer's receipt of a bill therefor from the Association, provided, however, that Buyer shall pay the first Assessment to Escrow Holder for distribution by Escrow Holder to the Association upon the close of escrow if requested by the Association. Buyer acknowledges that the failure by Buyer to make a timely reservation request shall not relieve Buyer of his obligation to pay the current Assessment amount due.

(b) Buyer agrees to pay the Basic Assessment for each Fiscal Year of the Association (other than the current Fiscal Year for which payment is made pursuant to Section 14(a), above) to the Association promptly after receipt of a statement therefor. The Association will bill Buyer quarterly for the Basic Assessment for each Fiscal Year and the Buyer will be obligated to pay each quarterly Basic Assessment payment within thirty (30) days after receipt of a bill therefor. The Basic Assessment may be increased only as provided for in the Declaration.

15. Default and Termination.

(a) Failure to Close within One Year. If this transaction is not in a position to close, for reasons other than Buyer's default, on or before that date which is one (1) year from the date of Seller's acceptance hereof, this Agreement shall terminate, and Buyer shall be entitled to the return of all monies paid to Seller or Escrow Holder by Buyer pursuant to this Agreement, without deduction within fifteen (15) days following the expiration of said one (1) year period.

(b) Termination by Seller for Buyer's Failure to Provide Adequate Proof of Financial Ability to Pay Purchase Price. In Seller's sole but reasonable discretion, Seller may terminate this Agreement, by providing a written notice of such termination to Seller and Escrow Holder, and Buyer shall be entitled to the return of all monies paid to Seller or Escrow Holder by Buyer pursuant to this Agreement, without deduction, within fifteen (15) days of such termination notice, if Seller determines that it is unlikely, after requesting proof of Buyer's ability to pay the Purchase Price, that Buyer will have the means to pay the Purchase Price.

Upon the return of all monies paid to Seller or Escrow Holder to Buyer, neither Seller nor Buyer shall have any further obligations to the other hereunder, and Seller shall thereafter have the right to sell the Fractional Interest to another purchaser.

(c) Termination for Buyer's Default. If, after expiration of any rescission rights period provided for by law, Buyer (i) fails to make any payment on or before the date specified in Section 2, above, or (ii) otherwise fails to complete the purchase of the Fractional Interest(s) by reason of any default of Buyer, Seller may elect to terminate this Agreement by giving written notice of termination (the "Termination Notice") to Buyer and Escrow Holder. Within three (3) days of receipt of the Termination Notice, Escrow Holder shall mail one copy to Buyer by postage prepaid certified mail, return receipt requested. The Termination Notice shall contain a statement that Seller has determined that Buyer is in default hereunder and that if no written objection is received by Escrow Holder from Buyer within twenty (20) days of receipt of the Termination Notice, Seller is canceling this Agreement and electing to retain the amount of the liquidated damages provided for in Section 17, below. Unless written notice (the "Objection Notice") of Buyer's objection to Seller's determination of default (which notice shall be given in the manner prescribed by Code of Civil Procedure Section 116.340 for service in a small claims action) is received by Escrow Holder within twenty (20) days following the date on which the Termination Notice is received by Buyer, Escrow Holder shall deliver to Seller the amount of liquidated damages due Seller pursuant to Section 17, below. Seller shall thereupon be released and discharged from any and all further obligation to Buyer, including the obligation to sell the Fractional Interest(s) to Buyer. In the event that Buyer timely delivers to Escrow Holder the Objection Notice, the dispute regarding the disposition of Buyer's funds deposited with Seller, and every other cause of action which has arisen between Seller and Buyer under this Agreement shall be settled by judicial reference pursuant to Section 16, below. Thereafter, Seller shall be released and discharged of any and all further obligation to Buyer, including the obligation to sell the Fractional Interest(s) to Buyer.

16. Judicial Reference. It is the desire and intention of the parties to agree upon a mechanism and procedure under which any controversy, breach or dispute arising out of this Agreement, including, without limitation, the disposition of Buyer's purchase money deposits hereunder, or arising out of the condition of the Property, including, without limitation, the design, specifications, surveying, planning, supervision, testing or observation of construction or construction of an improvement to, or survey of, the Property, will be resolved in a prompt and expeditious manner. Accordingly, any controversy, breach or dispute arising out of this Agreement, or relating to the interpretation of any term or provision of this Agreement, shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive;

(a) The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

(b) The parties agree that the referee shall have the power to decide all issues of fact and law and report his/her decision thereon, and to issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her;

(c) The parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§ 638 and 640; and

(d) The cost of such proceeding shall be borne equally by the parties to the dispute.

**17. LIQUIDATED DAMAGES. BUYER UNDERSTANDS THAT THE FRACTIONAL INTEREST(S) IS/ARE PART OF A SHARED OWNERSHIP PROGRAM CONSISTING OF NUMEROUS FRACTIONAL INTERESTS AND THAT AT THE EXECUTION OF THIS AGREEMENT, SELLER SHALL REMOVE THE FRACTIONAL INTEREST(S) SUBJECT HERETO FROM THE LIST OF FRACTIONAL INTERESTS BEING OFFERED FOR SALE AND WILL INFORM PROSPECTIVE BUYERS THAT THE FRACTIONAL INTEREST(S) REFERRED TO HEREIN IS/ARE NO LONGER AVAILABLE FOR SALE BECAUSE OF THE EXECUTION OF THIS AGREEMENT. IN SUCH EVENT, SELLER WILL THEREBY BE DEPRIVED OF AN OPPORTUNITY TO SELL THE FRACTIONAL INTEREST(S) SUBJECT HERETO FROM AND AFTER THE DATE HEREOF. IT IS THEREFORE AGREED BY THE PARTIES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE DAMAGES WHICH MAY RESULT FROM ANY FAILURE ON THE PART OF BUYER TO PERFORM THIS AGREEMENT. ACCORDINGLY, SHOULD BUYER FAIL TO COMPLETE THE PURCHASE OF THE FRACTIONAL INTEREST(S) BY REASON OF ANY DEFAULT OF BUYER HEREUNDER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE FRACTIONAL INTEREST(S) TO BUYER AND SELLER MAY PROCEED AGAINST BUYER UPON ANY CLAIM OR REMEDY WHICH SELLER MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT BY SUBSCRIBING THEIR INITIALS HEREAFTER, BUYER AND SELLER AGREE THAT SELLER MAY RETAIN A SUM EQUAL TO THREE PERCENT OF THE PURCHASE PRICE AS SELLER'S LIQUIDATED DAMAGES AND NOT AS A PENALTY, WHICH AMOUNT SUBSTANTIALLY COMPENSATES SELLER FOR ANY DAMAGES SUSTAINED BY SELLER.**

INITIALS: Buyer(s) \_\_\_\_\_, \_\_\_\_\_, Seller \_\_\_\_\_

**18. Notice.** No notice, request, demand, instruction or other document to be given hereunder to any party shall be effective for any purpose unless personally delivered to the person 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), sent by registered or certified mail, postage prepaid, addressed as set forth below. Any notice to Buyer required under this Agreement shall be addressed to Buyer at the address appearing below Buyer's signature hereon. Any notice to Seller shall be addressed to: Carneros Cottages, LLC, 4048 Sonoma Highway, Napa, California, 94559; Attention: Nicholas Monroe. Any notice to Escrow Holder shall be addressed to the address designated by the Escrow Holder by written notice to Buyer and Seller. The addressees and addresses for purposes of this Section 18 may be changed by giving

written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is given, the last addressee and address as stated by written notice or as provided herein, if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

19. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provisions of this Agreement, the court or referee, as part of its or their judgment shall award reasonable attorneys' fees and costs to the prevailing party.

20. Time. Time is of the essence of this Agreement.

21. Governing Law. This Agreement is to be construed according to the laws of the State of California.

**RESCISSION NOTICE. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN SEVEN (7) CALENDAR DAYS OF RECEIPT OF THE PUBLIC REPORT OR AFTER THE DATE YOU SIGN THIS CONTRACT, WHICHEVER DATE IS LATER. IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE SENT TO 4048 SONOMA HIGHWAY, NAPA, CALIFORNIA, 94559, ATTENTION: PHIL CARVILLE. YOUR NOTICE OF CANCELLATION MAY ALSO BE SENT BY FACSIMILE TO ( ) - OR BY HAND DELIVERY. ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHT IS VOID AND OF NO EFFECT.**

**UPON SUCH CANCELLATION, BUYER SHALL BE ENTITLED TO THE RETURN OF ALL MONIES PAID TO SELLER OR ESCROW HOLDER BY BUYER PURSUANT TO THIS AGREEMENT, WITHOUT DEDUCTION, AND THE NOTE, IF ANY, SHALL BE RETURNED TO BUYER MARKED "CANCELLED."**

This Purchase and Sale Agreement and Escrow Instructions (The Orchard at Carneros ) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Buyer.

"BUYER"

\_\_\_\_\_  
\_\_\_\_\_

Seller hereby approves this Purchase and Sale Agreement and Escrow Instructions (The Orchard at Carneros ) in its entirety.

Accepted this \_\_\_ day of \_\_\_\_\_, 200\_\_, by Seller.

“SELLER”

Carneros Cottages, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Escrow Holder acknowledges receipt of these Escrow Instructions on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

First American Title Company,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT "A"

Description of Property

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; 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.

APN 047-110-028

EXHIBIT "B"

General Escrow Provisions  
(attached)