

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Douglas N. Smith
1207 Coombs Street
P.O. Box 760
Napa, CA 94559

ROAD MAINTENANCE AGREEMENT

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement (the "Road Agreement") is made effective this ___ day of April, 2004, by and between MOSSDALE ASSOCIATES LTD. ("MOSSDALE") and AARON POTT and CLAIRE POTT ("POTT"). MOSSDALE and POTT on behalf of themselves and their representatives, agents, servants, employees, heirs, successors, administrators, executors, principles, and assigns, are collectively referred to herein as "parties".

RECITALS

A. MOSSDALE is the owner of certain real property located in Napa County, California and specifically known by Napa County Assessor's Parcel Number 034-290-015 ("MOSSDALE Property"). The MOSSDALE Property is more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A".

B. The Robert H. Brown and Arlene M. Brown Revocable Trust is the owner of certain real property located in Napa County, California and specifically known by Napa County Assessor's Parcel Number 034-100-047. POTT is the intended future owner of that certain real property located in Napa County, California and specifically known by Napa County Assessor's Parcel Number 034-100-047 ("POTT Property"). It is anticipated that the POTT Property will be transferred to POTT by the Robert H. Brown and Arlene M. Brown Revocable Trust by way of Grant Deed on or about April 29, 2004. The future POTT Property is more particularly described in the legal description attached hereto and incorporated herein as Exhibit "B".

C. Each of the above-described parcels of real property are located off Mt. Veeder Road in Napa County, California. Access to these properties is served via an existing private road that passes through the POTT Property ("Private Road"). The Private Road consists of a dirt and gravel road of approximately 16 feet in width the right of way which the Robert H. Brown and Arlene M. Brown Revocable Trust will reserve in its Deed to POTT will be a 40 feet right of way and will allow for future possible CDF and/or other federal, state or local requirements which may be in the future required for future development of parcel number 034-290-015. The Robert H. Brown and Arlene M. Brown Revocable Trust and MOSSDALE, and their predecessors, have historically used the above-mentioned Private Road for ingress and egress to the respective properties. See Exhibit "C", attached hereto and made a part hereof, for a description and map of the Private Road Easement Area and the general location of the properties.

D. The parties to this Agreement desire to confirm and clarify their mutual road maintenance obligations for the above-mentioned Private Road and right of way.

NOW, THEREFORE, the parties agree as follows:

1. PRIVATE ROAD LOCATION: The Private Road, and the rights pursuant thereto, are set forth in the Grant Deed, which will be recorded on or about April 29, 2004, conveying Assessor

Parcel No. 034-100-047 from Robert H. Brown and Arlene M. Brown Revocable Trust to POTT, which is incorporated herein and made a part hereof.

2. MAINTENANCE OF PRIVATE ROAD: Maintenance of the Private Road and right of way shall be governed by the provision of Civil Code section 845, unless otherwise agreed in writing by the parties or successors to this Agreement. In no event shall any party hereto, their agents, servants, employees, their successors or assigns, commence any maintenance or repair of the Private Road and right of way, for which contribution for the payment of costs associated with such maintenance repair is sought, without the prior written consent of the other parties to this Agreement. Nothing herein shall prohibit or limit the rights of any party or successor to maintain or improve the Private Road without seeking contributions, provided such party complies with all other terms of this Agreement.

3. SCOPE OF MAINTENANCE: Maintenance of the Private Road and right of way shall consist of those acts which are necessary to maintain and repair the Private Road and right of way so as to keep it safe and convenient for ingress and egress for the parties' properties. The term "maintenance" is not intended to include road improvements beyond those minimally necessary to ensure safe and convenient vehicular passage. The timing and necessity for maintenance and repair of the Easement Area shall be determined in good faith by the parties in writing. In the event of their failure to agree concerning the need and scope of maintenance, the matter shall be submitted to binding arbitration pursuant to Civil Code section 845. Notwithstanding any other provisions in this Agreement, any material damage to the Private Road and right of way (other than through ordinary wear and tear) caused solely by one or more parties or their successors (including any party's tenants guests or invitees) shall be the sole responsibility of that party who shall, upon demand, cause all necessary repairs to be made at such party's sole cost and expense.

4. APPORTIONMENT OF COSTS: The cost of maintaining and repairing the Private Road and right of way shall be equally apportioned between the parties. In the event that a party shall maintain or repair only a portion of the Private Road, primarily for the benefit of that particular party, and without the written agreement of the other party then the cost of said maintenance and repair of that portion of the Private Road shall be paid by that party. Any and all costs of improvement to the Private Road that are above the scope of maintenance and repair provided herein shall be borne solely by the party who caused said improvement to be made to the Private Road and right to way, unless done with the written consent of the other party. The Private Road and right of way may or may not be paved or improved by either party unilaterally; however, unless both parties agree in writing to share the cost of said paving, improving, maintaining or repairing the Private Road and right of way before the work commences, the party performing said work shall pay the entire expense. Thereafter both parties shall share all costs of maintenance, repairs or improvements of the Private Road in equal proportions.

5. ACTION TO ENFORCE RIGHT OF CONTRIBUTION: If any party to this Agreement refuses to perform or fails after demand is made in writing to pay that party's share of the cost of such maintenance or repair, an action for specific performance or contribution may be brought in

Napa County Superior Court by the other parties or their successors, either jointly or severally, pursuant to Civil Code section 845 unless one party shall demand arbitration as set forth in provision number 3 above, in which case the matter shall be submitted to binding arbitration.

6. APPOINTMENT OF NEUTRAL ARBITRATOR: If the parties cannot agree to a neutral arbitrator either party to this Agreement may apply to Napa County Superior Court for the appointment of a single impartial arbitrator to arbitrate disputes between the parties. The arbitrator's powers shall include the power to determine (a) the necessity of maintenance and/or repairs, (b) the scope of maintenance and/or repairs, (c) the approval of any contract to perform work, (d) the apportionment of costs of maintenance and/or repair, and (e) the recovery of costs and/or fees to a prevailing party, if any, pursuant to this Agreement. Such application may be made before, during, or after performance of any maintenance work, the arbitration award may be entered as a judgment by the Court determining the proportionate liability of each owner. The judgment may be enforced as a money judgment by any party against any other party to the Action.

7. MISCELLANEOUS:

(A) Time: Time is of the essence of this Agreement and of each covenant and condition to be performed hereunder.

(B) Additional Documents: All parties hereto agree to execute any and all additional documents and/or instruments necessary to carry out the terms of this Agreement. All documents to be prepared to carry out the terms of this Agreement, other than those documents specifically to be provided by any particular party, shall be prepared by such persons mutually acceptable to all parties, and the costs incurred in the preparation of any such documents shall be borne by the party on whose behalf the documents are prepared.

(C) Notices: Any notices or demands to be given by one party or successor to the other as required by this Agreement, or otherwise, shall be deemed delivered: (i) upon the personal delivery to said recipient; or (ii) upon the date shown for receipt (or if no date is shown, on the date of mailing) after deposit thereof in the United States mail, postage prepaid, registered or certified, with return receipt requested and addressed to the recipient at the respective address as set forth below; or (iii) one day after deposit with a reputable and commonly used overnight delivery service, such as Federal Express, DHL or similar agency, at the respective address as set forth at the end of this Agreement. Successors in interest shall be provided with a copy of this Agreement and shall have the duty to notify the other party of a proper address for notice. Failure to do so shall be an implied authorization to serve an notice on the address listed below.

(D) Attorneys' Fees: If legal action is instituted by any party hereto for damages or to interpret or enforce any of the terms or provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees' and expert and other costs related thereto, in addition to such other recoverable costs and damages as may be awarded.

(E) Binding Effect: This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representative, successors, estates and assigns. This Agreement shall be construed as a Covenant Running with the Land; and bind both the Servient and Dominant Tenement in accordance therewith.

(F) Future Development of Mossdale Parcel: In consideration of the rights and responsibilities burdening MOSSDALE under the terms and conditions of this road maintenance agreement, POTT agrees not to oppose or prevent the construction and/or development of a residence or other structure to the use of the land on the lands of MOSSDALE if such development commences at some date after the execution of this agreement.

(G) Entire Agreement: This document contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and/or written agreements and understandings with regard to such subject matter. Any modifications or amendments to this Agreement shall require the written approval of all parties or their successor. This Agreement may not be waived by the conduct of the parties or successors or by implication. No waiver or modification shall be enforceable unless in writing and signed by all parties or their successors in interest. Parole evidence shall be inadmissible to vary, charge or modify the express terms, conditions or covenants herein set forth.

(H) Construction: This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

(I) Counterparts: This Agreement may be executed in counterparts and shall be binding on all of the parties hereto as if one agreement had been signed.


9. ADDRESSES: The addresses of the parties for purposes of mailing any notices shall be as follows:

MOSSDALE: Mossdale Associates Ltd., 379 Foothill Road, Gardnerville, NV 89460

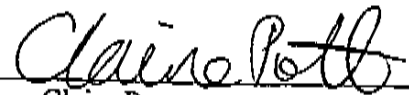
POTT: Aaron and Claire Pott, 2272 Mt. Veeder Road, Napa, CA 94558

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first set forth above.

Robert H. Brown as
General Partner of
Mossdale Associates Ltd.



Aaron Pott



Claire Pott

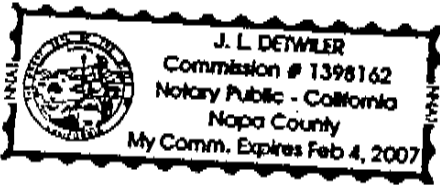
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Napa } ss.

On 4/28/04 before me, J L Detweiler
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Aaron + Claire Alexandra Post
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.
J L Detweiler
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



(E) Binding Effect: This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representative, successors, estates and assigns. This Agreement shall be construed as a Covenant Running with the Land; and bind both the Servient and Dominant Tenement in accordance therewith.

(F) Future Development of Mossdale Parcel: In consideration of the rights and responsibilities burdening MOSSDALE under the terms and conditions of this road maintenance agreement, POTT agrees not to oppose or prevent the construction and/or development of a residence or other structure to the use of the land on the lands of MOSSDALE if such development commences at some date after the execution of this agreement.

(G) Entire Agreement: This document contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and/or written agreements and understandings with regard to such subject matter. Any modifications or amendments to this Agreement shall require the written approval of all parties or their successor. This Agreement may not be waived by the conduct of the parties or successors or by implication. No waiver or modification shall be enforceable unless in writing and signed by all parties or their successors in interest. Parole evidence shall be inadmissible to vary, charge or modify the express terms, conditions or covenants herein set forth.

(H) Construction: This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its laws.

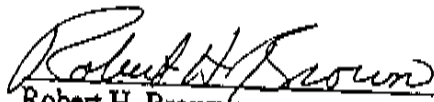
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9. ADDRESSES: The addresses of the parties for purposes of mailing any notices shall be as follows:

MOSSDALE: Mossdale Associates Ltd., 379 Foothill Road, Gardnerville, NV 89460

POTT: Aaron and Claire Pott, 2272 Mt. Veeder Road, Napa, CA 94558

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first set forth above.


Robert H. Brown as
General Partner of
Mossdale Associates Ltd.

Aaron Pott

Claire Pott

State of Nevada
County of Douglas

On this 27th day of April, 2004, before me personally appeared Robert H Brown, Sr,
whom I know personally to be the person whose name is subscribed to this instrument,
and acknowledged that he executed the same.

Jerilyn Burgess
Notary Public

My commission expires June 3, 2004

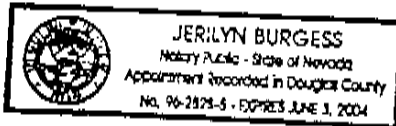


Exhibit A

Legal Description of Napa County Assessor's Parcel Number 034-290-015

END OF DOCUMENT**EXHIBIT "ONE"****PARCEL ONE:**

Beginning at an iron pipe tagged LS 4510 at the southerly terminus of the westerly most property line of lands of Brown Sand, Inc. delineated as "S 0°34'43" W 220.21" on map number 5320 recorded on July 11, 2001 in Book 34 of Surveys pages 7 through 8 on file in the Napa County Recorder's Office; thence along the common line between Brown Sand Inc. and Napa Redwoods Cemetery Association as shown on said map North 89°57'51" East 51.66 feet to a common property corner of Brown Sand Inc. and Napa Redwoods Cemetery Association said point also being the TRUE POINT OF BEGINNING; thence departing said common line and running along the northerly extension of the line shown as "N 0°34'43" E 1333.86" on said map, North 0°34'43" East 12.38 feet to the centerline of an existing dirt road, thence along the centerline of said dirt road the following courses: South 83°27'07" East 21.52 feet, North 75°27'09" East 58.90 feet, North 89°19'26" East 64.63 feet, North 69°00'19" East, 74.22 feet, North 75°18'00" East, 51.35 feet, North 87°59'13" East 26.97 feet, and North 51°33'20" East 12.77 feet; thence departing said dirt road South 59°24'16" East 142.17 feet; thence South 74°52'22" East 92.41 feet; thence North 53°05'29" East 80.50 feet; thence North 75°00'00" East 382.91 feet to the center of a dirt road; thence along said road South 80°40'58" East 37.29 feet, North 66°54'35" East 51.42 feet, North 44°52'27" East 30.48 feet, and North 71°42'38" East 52.34 feet; thence departing said road EAST 195.52 feet to the easterly property line of Brown Sand Inc.; thence along the lines of said Brown Sand Inc. South 00°18'53" West 1035.97 feet to a ¾" iron pipe LS 4510, South 89°37'47" West 466.62 feet to a ¾" iron pipe LS 4510, South 0°18'53" West 466.62 feet to a ¾" iron pipe LS 4510, South 89°37'47" West 290.56 feet to a ¾" iron pipe LS 4510 on the westerly right of way of Mount Veeder Road; thence along the westerly right of way of said road North 39°02'27" West 53.20 feet, along a curve to the right having a radius of 720.00 feet through a central angle of 14°39'29" an arc length of 184.20 feet, North 24°22'57" West 200.21 feet, along a curve to the left having a radius of 115.00 feet through a central angle of 45°34'36" an arc length of 91.48 feet, North 69°57'34" West 191.94 feet, along a curve to the right having a radius of 370.00 feet through a central angle of 13°54'21" an arc length of 89.80 feet to a ¾" iron pipe LS 4510; thence leaving the westerly right of way of Mount Veeder Road North 0°34'43" East 783.38 feet to the TRUE POINT OF BEGINNING.

Containing an area of 32.48 acres.

PARCEL TWO:

That certain Right of Way from Mt. Veeder Road, in the South one-half of the Northeast one-quarter of Section 16, Township 6 North, Range 5 West, conveyed by Earnest Moyer to Emil Brandlin by deed recorded July 9, 1907 in Book 86 of Deeds at page 516, said Napa County Records.

The consolidation of underlying lots, parcels or portions thereof as set forth in the above metes and bounds description constitutes an expressed written statement of the Grantor, merging said underlying lots, parcels or portions thereof pursuant to Section 1093 of the California Civil Code.

Exhibit B

Legal Description of Napa County Assessor's Parcel Number 034-100-047

FIDELITY NATIONAL TITLE COMPANY
Escrow No. 607788-3 JR
Order No. 607788-3 JR



2002-0043809

Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

REC FEE 10.00

02:11PM 29-Oct-2002

LS
Page 1 of 2

WHEN RECORDED MAIL TO:

ROBERT H. BROWN, TR
ARLENE M. BROWN, TR
397 FOOTHILL ROAD
GARDNERVILLE, NV 89460

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

THE UNDERSIGNED GRANTOR(S) DECLARE
DOCUMENTARY TRANSFER TAX \$ 0

___ Computed on the consideration or value of property conveyed; OR
___ Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

LOT LINE ADJUSTMENT

APN: 034-100-002 E

PLU: 034-290-007

GRANT DEED

ADJUSTED PARCEL ONE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FIDELITY NATIONAL TITLE COMPANY, a California corporation

hereby GRANT(S) to

ROBERT H. BROWN and ARLENE M. BROWN, Trustees of The ROBERT H. BROWN AND ARLENE M. BROWN
REVOCABLE TRUST

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

SEE EXHIBIT 'ONE' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

The purpose of this conveyance and the conveyances being recorded concurrently herewith is to create a Lot Line
Adjustment pursuant to California Government Code Section 66412(d) and local subdivision ordinances.

Dated: September 25, 2002

FIDELITY NATIONAL TITLE COMPANY,
a California corporation

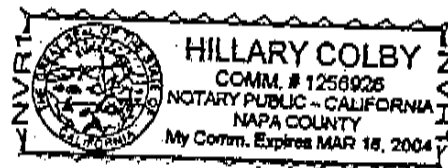
By: Lee Grice, Assistant Vice President

STATE OF CALIFORNIA)
(ss
COUNTY OF NAPA)

On September 25, 2002, before me, the undersigned Notary Public, personally appeared LEE GRICE, personally known to
me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument
the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public



END OF DOCUMENT**EXHIBIT "ONE"****PARCEL ONE:**

Beginning at an iron pipe tagged LS 4510 at the southerly terminus of the westerly most property line of lands of Brown Sand, Inc. delineated as "S 0°34'43" W 220.21'" on map number 5320 recorded on July 11, 2001 in Book 34 of Surveys pages 7 through 8 on file in the Napa County Recorder's Office; thence along the common line between Brown Sand Inc. and Napa Redwoods Cemetery Association as shown on said map North 89°57'51" East 51.66 feet to a common property corner of Brown Sand Inc. and Napa Redwoods Cemetery Association; thence departing said common line and running along the northerly extension of the line shown as "N 0°34'43" E 1333.86'" on said map North 0°34'43" East 12.38 feet to the centerline of an existing dirt road; thence along the centerline of said dirt road the following courses: South 83°27'07" East 21.52 feet, North 75°27'09" East 58.90 feet, North 89°19'26" East 64.63 feet, North 69°00'19" East, 74.22 feet, North 75°18'00" East, 51.35 feet, North 87°59'13" East 26.97 feet, and North 51°33'20" East 12.77 feet; thence departing said dirt road South 59°24'16" East 142.17 feet; thence South 74°52'22" East 92.41 feet; thence North 53°05'29" East 80.50 feet; thence North 75°00'00" East 382.91 feet to the center of a dirt road; thence along said road South 80°40'58" East 37.29 feet, North 66°54'35" East 51.42 feet, North 44°52'27" East 30.48 feet, and North 71°42'38" East 52.34 feet; thence departing said road EAST 195.52 feet to the easterly property line of Brown Sand Inc.; thence along said easterly property line North 00°18'53" East 1154.69 feet to an iron pipe LS 4510 as shown on said map number 5320 said point being the West 1/16th corner of sections 10 and 15 Township 6 North, Range 5 West, Mount Diablo Meridian; thence continuing along the East line of Brown Sand Inc. North 00°19'26" West 1295.88 feet to an iron pipe LS 4510 at the northeast corner of Brown Sand Inc.; thence along the northern property line of Brown Sand Inc. North 89°54'48" West 1291.73 feet to and iron pipe LS 4510 at the northwest corner of Brown Sand Inc.; thence along the west line of Section 10 of said township South 00°27'48" East 1295.92 feet to a "T" bar and tag LS 2799 as shown on said Map Number 5320 at the corner of Sections 9, 10, 15 and 16 Township 6 North, Range 5 West, Mount Diablo Meridian; thence along the west line of Section 15 South 00°34'43" West 1114.24 feet; thence departing said west line North 89°23'10" West 51.65 feet to a rebar LS 4366 as shown on said map; thence South 00°34'43" West 220.21 feet to the point of beginning. Containing 75.88 acres.

PARCEL TWO:

That certain Right of Way from Mt. Veeder Road, in the South one-half of the Northeast one-quarter of Section 16, Township 6 North, Range 5 West, conveyed by Earnest Moyer to Emil Brandlin by deed recorded July 9, 1907 in Book 86 of Deeds at page 516, said Napa County Records.

The consolidation of underlying lots, parcels or portions thereof as set forth in the above metes and bounds description constitutes an expressed written statement of the Grantor, merging said underlying lots, parcels or portions thereof pursuant to Section 1093 of the California Civil Code.

Exhibit C

Legal Description of 40 Foot Road Easement

LEGAL DESCRIPTION

40 FOOT ROAD EASEMENT IN FAVOR OF APN 034-290-015 OVER APN 034-100-047

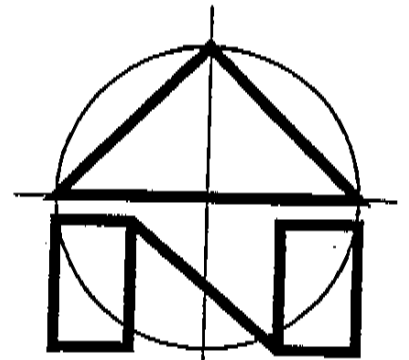
AN EASEMENT 40 FEET IN WIDTH FOR INGRESS AND EGRESS, LYING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

Commencing at the southwest corner of Parcel One as described in the grant deed to Robert H. Brown and Arlene M. Brown, Trustees of the Robert H. Brown and Arlene M. Brown Revocable Trust, recorded October 29, 2002 under Series Number 2002-0043809 of Official Records of Napa County, said point being marked by a 3/4" iron pipe tagged LS 4510 at the most southerly terminus of the westerly most property line of the Lands of Brown Sands, Inc. delineated as "S 0°34'43" W 220.21 feet" on Map No 5320, recorded July 11, 2001 in Book 34 of Surveys at pages 7 through 8 on file in the Office of the Napa County Recorder; thence along said most westerly line, being the most westerly line of said Parcel One, North 0°34'43" East 51.73 feet to the centerline of an existing dirt road, said point being the TRUE POINT OF BEGINNING; thence along the centerline of said dirt road South 45°59'13" East 35.98 feet and South 60°42'18" East 29.10 feet to an angle point on the South line of said Parcel One; thence along said South line of Parcel One being the centerline of said dirt road the following: South 83°27'07" East 21.52 feet, North 75°27'09" East 58.90 feet, North 89°19'26" East 64.63 feet, North 69°00'19" East 74.22 feet and North 75°18'00" East 43.64 feet; thence leaving said South line of Parcel One and along the centerline of said dirt road the following: on a tangent curve to the left having a radius of 25.00 feet through a central angle of 126°37'19" an arc distance of 55.25 feet, North 51°19'19" West 12.80 feet, on a curve to the left having a radius of 65.00 feet through a central angle of 38°15'28" an arc distance of 43.40 feet, North 89°34'48" West 93.06 feet, on a curve to the right having a radius of 60.00 feet through a central angle of 78°54'09" an arc distance of 82.63 feet, North 10°40'39" West 55.69 feet, on a curve to the right having a radius of 75.00 feet through a central angle of 53°06'31" an arc distance of 69.52 feet, North

42°25'52" East 22.34 feet, on a curve to the left having a radius of 25.00 feet through a central angle of 67°50'55" an arc distance of 29.61 feet and North 25°25'03" West 150.52 feet to a point that is 20.00 feet easterly of the West line of Section 10 Township 6 North, Range 5 West, Mount Diablo Meridian measured at right angles from said West line as shown on said Map No 5320; thence leaving the centerline of said dirt road parallel with said West line of Section 10, North 0°34'43" East 133.11 feet to the centerline of an existing dirt road; thence leaving said parallel line and along the centerline of said road South 60°59'43" East 2.38 feet on a curve to the right having a radius of 40.00 feet through a central angle of 19°50'14" an arc distance of 13.85 feet, South 40°54'31" East 34.20 feet, on a curve to the left having a radius of 65.00 feet through a central angle of 28°17'52" an arc distance of 32.10 feet, South 69°12'23" East 54.35 feet, on a curve to the right having a radius of 175.00 feet through a central angle of 18°59'36" an arc distance of 58.01 feet, South 50°12'47" East 74.38 feet, on a curve to the left having a radius of 400.00 feet through a central angle of 8°38'24" an arc distance of 60.32 feet, South 58°51'11" East 19.02 feet, on a curve to the right having a radius of 200.00 feet through a central angle of 7°10'07" an arc distance of 25.02 feet, South 51°41'04" East 87.52 feet, on a curve to the right having a radius of 1000.00 feet through a central angle of 8°00'37" an arc distance of 139.81 feet, South 43°40'27" East 3.95 feet, on a curve to the left having a radius of 200.00 feet through a central angle of 14°50'50" an arc distance of 51.83 feet, South 58°31'17" East 21.96 feet, on a curve to the left having a radius of 250.00 feet through a central angle of 18°22'05" an arc distance of 80.15 feet, South 76°53'22" East 132.11 feet, on a curve to the left having a radius of 300.00 feet through a central angle of 14°20'53" an arc distance of 75.13 feet, North 88°45'45" East 8.25 feet, on a curve to the right having a radius of 250.00 feet

through a central angle of $14^{\circ}30'47''$ an arc distance of 63.33 feet and South $76^{\circ}43'28''$ East 32.91 feet to an angle point on the South line of said Parcel One; thence along said South line and the centerline of said dirt road South $80^{\circ}40'58''$ East 37.29 feet, North $66^{\circ}54'35''$ East 51.42 feet, North $44^{\circ}52'27''$ East 30.48 feet and North $71^{\circ}42'38''$ East 52.34 feet; thence leaving said road and continuing along the South line of said Parcel One East 195.52 feet to the southeast corner of said Parcel One.

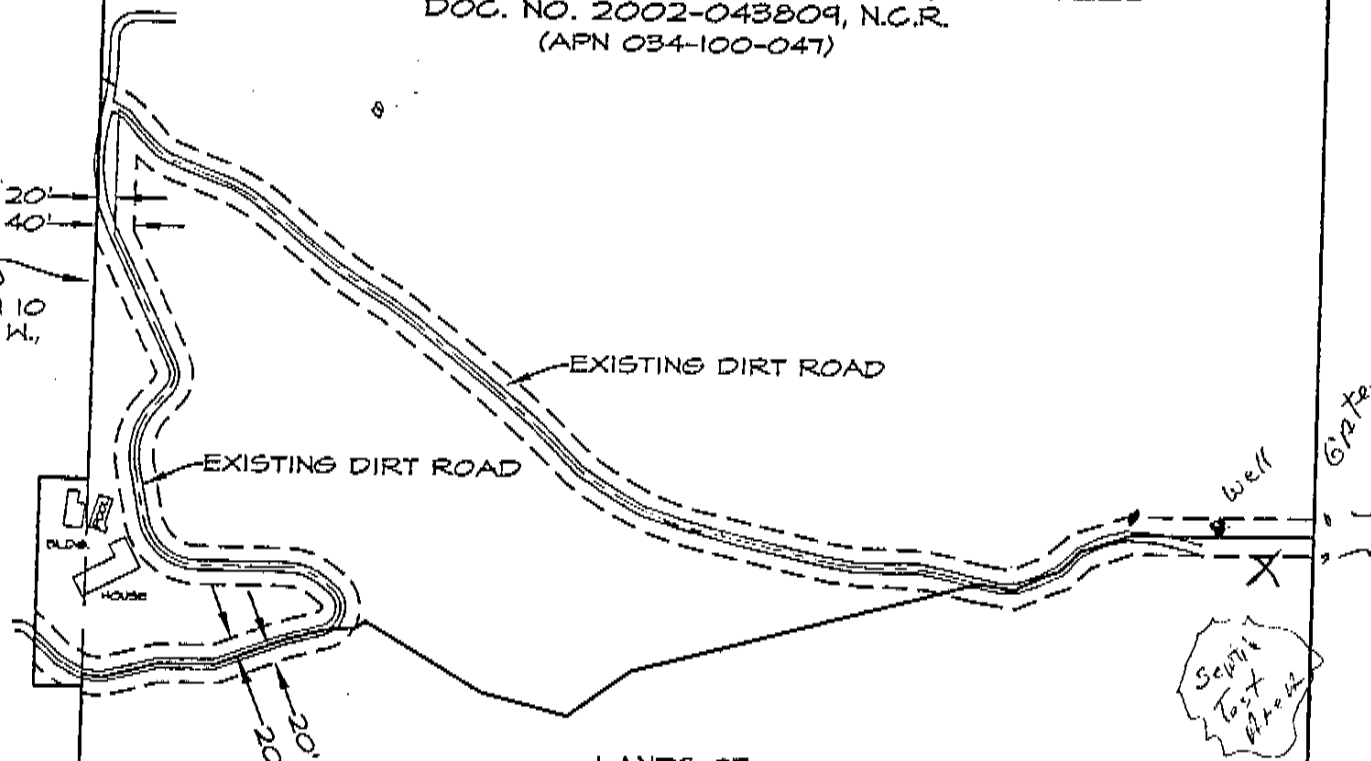




SCALE: 1"=100'

LANDS OF
ROBERT H. and ARLENE M. BROWN, TRUSTEES
DOC. NO. 2002-043809, N.C.R.
(APN 034-100-047)

WEST LINE
OF SECTION 10
T. 6 N., R. 5 W.,
M.D.M.



LANDS OF
MOSSDALE ASSOCIATES, LTD.
DOC. NO. 2002-043810, N.C.R.
(APN 034-290-015)

PLAT OF
40' WIDE ROAD RIGHT OF WAY
OVER APN 034-100-047
IN FAVOR OF APN 034-290-015

APRIL 2004
COUNTY OF NAPA, CALIFORNIA

~PREPARED BY~



MICHAEL W. BROOKS & ASSOCIATES, INC.

Professional Land Surveyors