

54296  
JUN -8 1973

After Recording Return To:  
Jim Bryson  
Vice President  
Round Hill Estates  
3183 Round Hill Road  
Alamo, California

RECORDED AT REQUEST OF  
WESTERN TITLE GUARANTY COMPANY,  
CONTRA COSTA COUNTY DIVISION

JUN -8 1973

AT 9:20 O'CLOCK A.M.  
CONTRA COSTA COUNTY RECORDS

EASEMENT FEE \$ 7.00 W. T. PAASCH  
COUNTY RECORDS 308000-6

BOOK 6965 PAGE 22

JIMMIE R. LYNN and CAROLE J. LYNN, his wife, herein-

after called First Parties, in consideration of value paid by ROUND HILL, ESTATES, a California corporation, hereinafter called Second Party, the receipt whereof is hereby acknowledged, hereby grants to Second Party those perpetual and exclusive easements and rights of way to construct, operate, maintain, repair, reconstruct, replace and remove at any time, and from time to time, providing however if said fence is down or lowered in any way from its present elevation the party of the Second Part will cause the driving range to be closed for the period of time the protection of said fence is affected, a wire metal screen or fence, consisting of one or more lines of poles and/or other structures covered by a wire screen for the purpose of preventing golf balls from the golf course and driving range from trespassing or causing damage to the property of First Parties or causing damage to any person or persons, or invitees of the First Parties while on First Parties' premises, and all necessary and proper foundations, footings and fixtures for use in connection with said screen and fence and/or other structure, together with a right of way on, along and in all of the hereinafter described strip of those certain lands which are situated in the County of Contra Costa, State of California and described as follows: -

A portion of Lot 3 as designated on the Map of Tract #2794 Round Hill Country Club area.

The aforesaid strip is described as follows:-

Following described real property in the subdivision 2794 situated in the County of Contra Costa, State of California:

Beginning at the northerly common corner of lots 3 and 4 of subdivision 2794 as recorded in the office of the County Recorder of Contra Costa County in Map Book 87 at Page 32A; thence from said corner and along the exterior boundary of said lot 3 and said subdivision

DOCUMENTARY TRANSFER TAX \$ 1.00  
ON CONVEYANCE OF REAL PROPERTY QUANTIFIED OR  
IN EXCESS OF \$ 500.00 IN THE COUNTY OF CONTRA COSTA  
JUN 11 1973  
Jimmie R. Lynn  
Carole J. Lynn  
Witnesses: [illegible]  
Notary Public for the State of California

2794 the following two courses: North 46° 24' 52" East 6.00 feet; South 89° 44' 05" East 110.08 feet; thence leaving said boundary of lot 3, South 79° 41' 38" East 142.89 feet to a point on a 310.21 foot radius curve, being the northerly line of Royal Oaks Drive; thence from a tangent which bears South 58° 13' 44" West and along said curve, being the northerly line of Royal Oaks Drive, to the left through a central angle of 1° 51' 27" and arc length of 10.06 feet; thence leaving said line of Royal Oaks Drive North 81° 00' 00" West 76.83 feet, thence North 85° 18' 20" West 169.85 feet to a point on the southwest line of said lot 3; thence North 43° 35' 08" west along said southwest line 2.00 feet to the Point of Beginning.

Containing 0.06 Acres more or less.

Second Party shall have the right to maintain grass turf on said strip of land and to use the same as a part of the fairway and driving range of said golf course.

First Parties hereby grant to Second Party: -

(a) The right of ingress to and egress from said strip over and across said land by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to First Parties;

(b) The right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Second Party may be a hazard to said screen, fence, poles and/or other structures, wires or cables, by reason of the danger of falling thereon, or may interfere with the exercise of Second Party's rights hereunder.

(c) The right from time to time to enlarge, improve, reconstruct, relocate and replace any poles or structures constructed hereunder with any other number or type of poles or structures either in the original location or at any alternate location or locations within said strip;

BOOK 6965 PAGE 23

(d) The right to mark the location of said strip by suitable markers set in the ground; provided that said markers shall be placed in such location which will not interfere with any reasonable use First Parties shall make of said strip.

(e) First Parties further agree that nothing herein contained shall be held to change or modify the Indemnity Agreement dated November 10, 1972 between JIMMIE R. LYNN and CAROLE J. LYNN, his wife, and ROUND HILL ESTATES, a California corporation, of record in the office of the County Recorder of the County of Contra Costa, State of California.

Second Party hereby covenants and agrees:-

- (a) Second Party shall not fence said strip;
- (b) Second Party shall promptly backfill any excavations made by it on said strip and repair any damage it shall do to First Parties' land.
- (c) Second Party shall indemnify First Parties against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of Second Party or of its agents or employees in the course of their employment.

First Parties reserve the right to use said strip for purposes which will not interfere with Second Party's full enjoyment of the rights hereby granted; provided that First Parties shall not:

- (a) Erect or construct any building or other structure, or drill or operate any well, or construct any other obstruction, or add to the ground level in said strip.
- (b) Deposit or permit or allow to be deposited, earth,

BOOK 6965 PAGE 24

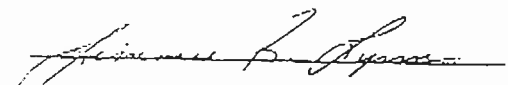
BOOK 6965 PAGE 25

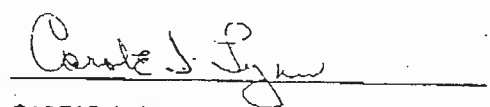
rubbish, debris, or any other substance or material, whether combustible or noncombustible, on said strip, or so near thereto as to constitute, in the opinion of Second Party, a hazard to said fence or screen and/or structures, wires and poles.

(c) Grant any easement or easements on, under, or over said strip without the written consent of Second Party.

The provisions hereof shall inure to the benefit of and Lind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, First Parties have executed these presents this June / day of May, 1973.

  
JIMMIE R. LYNN

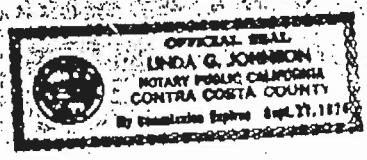
  
CAROLE J. LYNN,

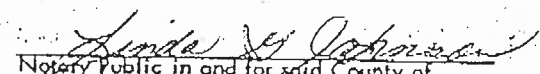
FIRST PARTIES

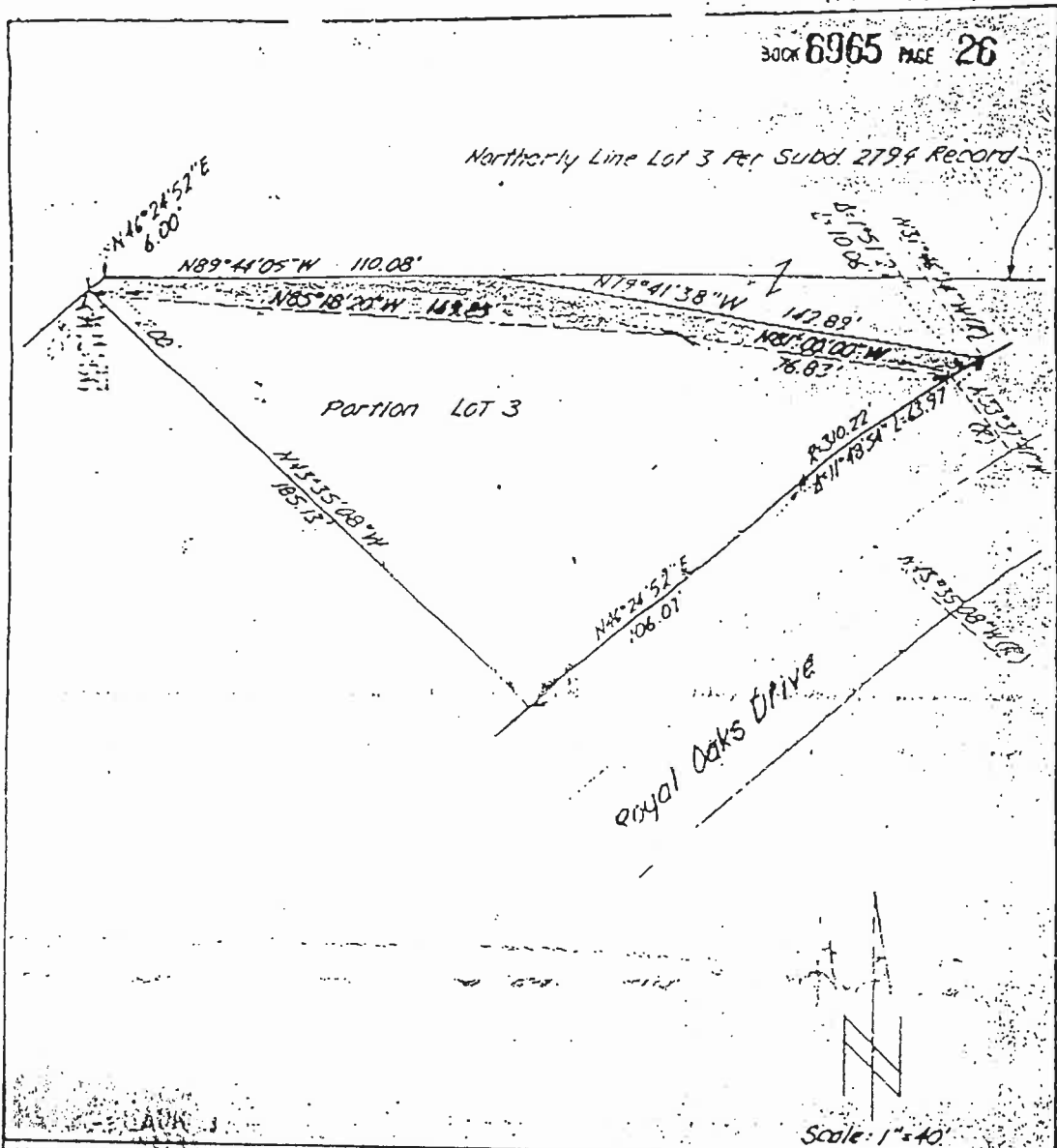
STATE OF CALIFORNIA )  
: SS  
COUNTY OF CONTRA  
COSTA )

On this 1st day of June, 1973, before me, Linda G. Johnson, a Notary Public in and for the County of Contra Costa, State of California, residing therein, duly commissioned and sworn, personally appeared JIMMIE R. LYNN and CAROLE J. LYNN, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument, EASEMENT, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.



  
Notary Public in and for said County of Contra Costa, State of California.



WILLIAM J. BLACK AND ASSOCIATES  
CONSULTING ENGINEERS

DRAWN PED  
CHECKED EIVJ  
APPROVED  
JOB NO. 7322

Fence Easement  
Lot 3, Subd. 2794  
Round Hill Estates Unit 2  
Contra Costa County, California

DATE 5-8-73  
DRAWING NO. E-107

END OF DOCUMENT