

**Wolcott and Byers**  
**3020 Explorer Drive, Suite 7**  
**Sacramento, CA. 95827**  
**Attn: David Byers**

**PG 06418**

**DECLARATION OF ROAD MAINTENANCE**

Signed by:  
*Brian Just*  
F3448478FCC1405...  
 1/10/2025 | 10:38 AM PST

DocuSigned by:  
*KENDRA JUST*  
D905D5F681A8438  
 1/8/2025 | 9:34 AM PST

As the undersigned owners of property adjoining and bounded by the easement as described in attached exhibit "A".

We hereby declare that we are all the owners of real property as described on exhibit "B" attached hereto and shall share any and all costs required for maintenance and repairs of said road under the terms and conditions as set forth herein:

1. Said easement shall be used in common for ingress and egress and/or utilities.
2. The right of way created by said easement shall be maintained in a good, passable condition under normal vehicle traffic use and all weather conditions.
3. Repairs on the said private road shall be required when a majority of the owners of property subject to the agreement reach an agreement that repairs are needed. Pursuant to said agreement such owners shall obtain two bids from reputable licensed contractors and shall accept the lowest of said bids and shall then institute the repairs of said road with each owner bearing his pro-rata share of the costs and expenses thereof, regardless of whether such owners shall have concurred in said agreement or not, the initial number of lots shall be five (5) consisting of Parcels 8, 9, 12 and 13 owned by West's and Parcel "D" owned by Ciarlo, the initial pro-rata share shall be 80% West's; 20% Ciarlo. Upon further division of the property subject to this agreement, the pro-rata share of costs and expenses shall be determined by dividing the total cost by the initial number of lots, plus the number of new lots.
4. Every owner of property, subject to this agreement, who shall cause or allow, in any manner said private road to be used, traversed, or altered by vehicular traffic or otherwise thereby causing damage to the surface thereof, as may be determined by a majority of the owner's properties subject to this agreement, shall bear as his sole responsibility the costs and expense of repairing such damage.
5. If dissenting owner shall not pay his pro-rata share of costs and expenses immediately upon receiving his bill for same, the remaining such owners shall be entitled without further notice to institute legal action for the collection of funds advanced in behalf of such dissenting power and shall be entitled to recover in such action, in addition to the funds advanced by interest thereon at the rate of 10% per annum, all costs and disbursements for such action, including the sum as and for a reasonable attorney's fee in such amount as the court may fix, but in no event less than 20% of the total sum owed.

This declaration shall be deemed and is intended to run with the land and is to constitute a lien and restriction upon said property which shall be binding upon and inure to the benefit of the undersigned, his, her, or their heirs, personal representatives, successors, and assignees forever or until such time as the said easement road shall be normally dedicated to and accepted for use as a public street or thoroughfare by municipal government lawfully exercising jurisdiction over said private road.

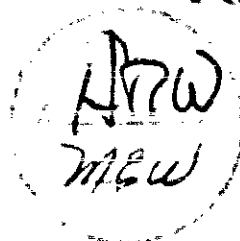
It is the purpose of the signature hereto that this instrument be recorded to the end and intent that the obligation hereby created shall be and constitute a lien and shall be secured by the said property and that any subsequent transferee, thereof, by acceptance of delivery of a deed or conveyance of said property, shall be deemed to have consented to and shall become bound by these obligations, including without limitations, the right of any person entitled to enforce the terms of this agreement and to enforce the lien herein created by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages, such remedy to be cumulative and in addition to all other remedies at law or in equity.

IN WITNESS WHEREOF, we have executed these presents the 28th day of January 1983.

*Joseph Ciarlo*  
 JOSEPH CIARLO  
*Berniece Ciarlo*  
 BERNIECE CIARLO

*Herbert R. West*  
 HERBERT R. WEST  
*Muriel Elaine West*  
 MURIEL ELAINE WEST

## EXHIBIT "A"



An easement for right of way and utility purposes 60 feet wide, over those portions of Parcel "C" and "D" as shown on that certain Parcel Map filed August 14, 1978 in Book 16 at Page 28 of Parcel Maps, and over those portions of Parcel "3" and "4", as shown on that certain Parcel Map filed September 2, 1971 in Book 5 at Page 47 of Parcel Maps, Solano County Records, more fully described as follows:

Beginning at the Southeast corner of Parcel "C" of Parcel Map filed in Book 16 at Page 28, said point of beginning being on the Westerly line of English Hills Road, as it is shown on the above mentioned Parcel Map; thence from said point of beginning along the easterly line of said Parcel "C", to a line parallel with and distant Northerly 60 feet from the southerly boundary line of said Parcel "C" shown on said map as having a bearing of South  $80^{\circ} 42' 24''$  East, a distance of 260.97 feet; thence along said parallel line North  $80^{\circ} 42' 24''$  West, a distance of 260.01 feet; more or less, to a line parallel with and distant Northerly 60 feet from the southerly boundary line of said Parcel "C" shown on said map as having a bearing of North  $80^{\circ} 05' 02''$  East, a distance of 261.37 feet; thence along said parallel line South  $80^{\circ} 05' 02''$  West, a distance of 284.15 feet, more or less, to a line parallel with and distant Northerly 60 feet from the southerly boundary line of said Parcel "C" shown on said map as having a bearing of North  $56^{\circ} 19' 14''$  East, a distance of 298.77 feet; thence along said parallel line South  $56^{\circ} 19' 14''$  West, 140.5 feet to a point; thence South  $26^{\circ} 50' 10''$  West, 100 feet more or less to a point on a line parallel with and distant Northerly 10 feet from the southerly boundary line of said Parcel "C", said point on said parallel line is 80 feet northeasterly of the southwesterly line of said Parcel "C"; thence along said parallel line South  $56^{\circ} 19' 14''$  West, 80 feet to the southwesterly line of Parcel "C"; thence along the southwesterly line of said Parcel "C" South  $20^{\circ} 41' 29''$  East to the northerly boundary line of Parcel "D" of Parcel Map filed at Book 16, Page 28; thence along said northerly line South  $42^{\circ} 56' 53''$  West, a distance of 445.72 feet to the most westerly corner of said Parcel "D"; thence along the westerly boundary of said Parcel "D", South  $10^{\circ} 39' 44''$  East to a line parallel with and distant southeasterly 50 feet from the Northwesterly line of said Parcel "D", shown as having a bearing of North  $42^{\circ} 56' 53''$  East and a distance of 445.72 feet; thence along said parallel line, North  $42^{\circ} 56' 53''$  East, 481.91 feet, more or less to a line parallel with and distant Southeasterly 50 feet from the northwesterly boundary line of said Parcel "D", shown on said map as having a bearing of North  $56^{\circ} 19' 14''$  East, a distance of 298.77 feet; thence along said parallel line North  $56^{\circ} 19' 14''$  East, 90.97 feet to a point; thence North  $26^{\circ} 50' 10''$  East, 100 feet, more or less, to a point on the Northwesterly boundary line of said Parcel "D" shown on said map as having a bearing of North  $56^{\circ} 19' 14''$  East, a distance of 298.77 feet; thence along said boundary line North  $56^{\circ} 19' 14''$  East, 110.5 feet, more or less, to a point on said boundary; thence along the Northerly boundary of said Parcel "D", North  $80^{\circ} 05' 02''$  East 261.37 feet; thence South  $80^{\circ} 42' 24''$  East, 260.97 feet to the northeast corner of said Parcel "D", also being the Southeast corner of Parcel "C" of said Parcel Map and the point of beginning, being on the Westerly line of English Hills Road.

Said easement is to be non-exclusive and is an appurtenance to all or any portions thereof of Parcels 8, 9, 12 and 13 as described in Exhibit "B" in the Order partitioning Estate Property and Preliminary Distribution and Allowance on Account of Statutory Compensation in the matter of the Estate of Bertha Geraldine West, Case #70431, a certified copy of which was recorded January 6, 1982, Page 523, Series Number 335 of Solano County Official Records, excepting from Parcel 13 above those parcels of land conveyed to Donald V. Beck et ux by Deed recorded June 25, 1982 in Book 1982 at Page 40451, Series Number 23044 of Solano County Official Records.

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EXHIBIT "B"

WEST

Parcels 8, 9, 12 and 13 as described in Exhibit "B" in the Order partitioning Estate Property and Preliminary Distribution and Allowance on Account of Statutory Compensation in the matter of the Estate of Bertha Geraldine West, Case #70431, a certified copy of which was recorded January 6, 1982, Page 523, Series Number 335 of Solano County Official Records excepting from Parcel 13 above those parcels of land conveyed to Donald V. Beck et ux by Deed recorded June 25, 1982 in Book 1982 at Page 40451, Series Number 23044.

CIARLO

Parcel "D" as shown on that certain Parcel Map filed August 14, 1978 in Book 16 at Page 28 of Parcel Maps, Solano County Official Records.

Recorded At Request Of  
*Wolcott & Byers*  
at *14* min. past *3* P.  
BOOK JAN 28 1983  
OFFICIAL RECORDS  
SOLANO COUNTY CALIF  
*Paula J. Prentice*  
S. PD. Recorder

*NRW*  
*MEW*

Initial  
*x J.C.*  
*x B.E.*

Initial  
\_\_\_\_\_  
\_\_\_\_\_

03594

STATE OF CALIFORNIA

COUNTY OF Solano } ss.

On January 28, 1983

, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Ciarlo, Berniece Ciarlo, Herbert R. West, and Muriel Elaine West

proved to me on the basis of satisfactory evidence

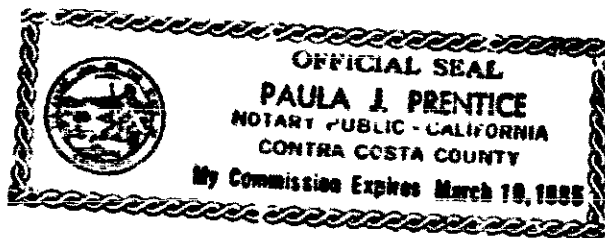
~~XXXXXX~~ to be the person S whose name S are

subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature *Paula J. Prentice*  
Paula J. Prentice

Name (Typed or Printed)



(This area for official notarial seal)

Form 3001--(Individual) First American Title Company