

CONVEYANCE AGREEMENT

(Ensen Park Project, Salinas, California)

This Conveyance Agreement (“Agreement”) is dated as of _____, 20____ (“Effective Date”), and is being entered into by and between the CITY OF SALINAS, a California charter city and municipal corporation hereinafter referred to as “CITY”, and the BIG SUR LAND TRUST, a California nonprofit public benefit corporation, hereinafter referred to as “BSLT”, for the acquisition by CITY of certain real property described below (each individually a “Party” and collectively the “Parties”).

RECITALS

A. BSLT owns certain real property located in the City of Salinas, a part of the area commonly known as Carr Lake, identified as APNs 003-212-016, 261-191-001, 261-191-007, 003-212-007, 003-212-015, and 003- 821-033, consisting of the “Neighborhood Park Area” legally described in Exhibit A-1 and the “Restoration Area” legally described Exhibit A-2 (collectively referenced as the “Property”). The Property, improvements, and other features are depicted on the Map of Property attached as Exhibit B.

B. BSLT and CITY entered into a Memorandum of Understanding dated March 19, 2024, (“MOU”) coordinating and memorializing the planning, ownership and long-term management of the Ensen Park Project (formerly known as the Carr Lake Park Project) including BSLT’s phased conveyance to CITY of the Property and a park opening date within 30 days of conveyance of fee title to CITY. This Agreement is intended to be consistent with the terms of the MOU.

C. In the first of two phased conveyances contemplated in this Agreement BSLT will convey to CITY the Neighborhood Park Area including the “Park”, the residence commonly known as the “Front House” and the water “Well”. In the second of two phased conveyances BSLT will convey to CITY the Restoration Area including the structure commonly known as the “Back House”.

D. BSLT has authority to convey the Property and CITY to accept the Property pursuant to the City’s Charter and Resolution No. 5849 (N.C.S). The City Council, in approving this Agreement, finds and determines, among other things, that the Property is beneficial for municipal purposes and that the purchase of the Property pursuant to the terms of this Agreement will benefit the residents of the City and promote the health, safety, and welfare of such residents by providing an affordable residential housing unit, a community park and trails, a restored flood plain and wetlands habitat, climate change mitigation, and improved water quality which will prevent contaminants from flowing into Monterey Bay.

E. The City Council finds and determines that the purchase of the Property, as set forth in this Agreement, is in the best interests of the City.

NOW, THEREFORE, CITY and BSLT agree as follows;

1. **Agreement to Convey.** BSLT agrees to convey to CITY under Government Code Section 66428 and CITY agrees to acquire the Property from BSLT in two phases upon the terms and for the consideration set forth in this Agreement.

1.1. In the first of two phased conveyances BSLT will convey to CITY the Neighborhood Park Area including the Front House and Well at the close of escrow (“Phase One Closing”).

- 1.2. In the second of two phased conveyances BSLT will convey to CITY the Restoration Area including the Back House at the close of escrow ("Phase Two Closing").
- 1.3. Government Code Section 66428 allows for the transfer of land (including fee interest, leasehold interest, easement or license) to or from a governmental agency without the necessity of a parcel map under the California Subdivision Map Act. Accordingly, the parties agree that no lot line adjustment or parcel map shall be a precondition of Closing.
2. **Purchase Price.** The purchase price of the Property is zero (\$0.00). This Agreement, and performance of any covenant or condition contained herein, is not contingent upon CITY obtaining financing from any source.
3. **Opening Escrow.** To accomplish the acquisition and the transfer of the Property from BSLT to CITY, BSLT and CITY have established escrow number 2714-7211373 with the Carmel, California escrow office of First American Title Company, (the "Escrow Holder" or "Title Company"). The parties acknowledge having received a preliminary title report issued by Escrow Holder Order no. 2714-6914768 dated as of October 10, 2022 setting forth the exceptions to title as to the entire Property attached hereto as Exhibit C. CITY and BSLT shall execute and deliver written instructions to the Escrow Holder to accomplish the terms hereof, which instructions shall be consistent with this Agreement. An updated title report will be obtained for each phase of closing. For the Phase One Closing the Parties have received a preliminary title report (including hyperlinks for documents of record listed as exceptions) from Escrow Holder dated December 19, 2024 ("PTR for Phase One") which is attached hereto as Exhibit K.
4. **Close of Escrow; Conditions Precedent.** The Close of Escrow for each phase of conveyance shall occur no later than seven (7) days after all conditions precedent set forth below have been satisfied for each phase. The following conditions precedent shall be established for each phase of conveyance:
 - 4.1. BSLT shall have executed and delivered to CITY or the Escrow Holder all documents and instruments required to be executed and delivered, all in form and substance satisfactory to both CITY and Escrow Holder.
 - 4.2. CITY shall have executed and delivered to BSLT or the Escrow Holder all documents and instruments required to be executed and delivered, all in form and substance satisfactory to both BSLT and Escrow Holder.
 - 4.3. There shall exist no condition, event or act which would constitute a breach or default under this Agreement which upon the giving of notice or the passage of time, or both, would constitute such a breach or default.
 - 4.4. All representations and warranties of the parties contained herein shall be true and correct as of the Close of Escrow.
 - 4.5. Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from BSLT to CITY.
 - 4.6. BSLT and CITY shall each pay half of the cost of title insurance, transfer tax, Escrow Holder document preparation, recordation fees, premiums of owners and lenders title insurance and the escrow fees of the Escrow Holder, if any, and any additional costs to close the escrow.
 - 4.7. Any and all expenses incurred relating to inspecting the Property by CITY shall be borne by CITY.

5. **Conveyance of Title and Possession.** BSLT agrees to convey by Grant Deed (substantially the form shown on the attached Exhibit D and modified as appropriate for each phase) to CITY all of BSLT's title and interest in and to the Neighborhood Park Area at the Phase One Closing, and all of BSLT's title and interest in and to the Restoration Area at the Phase Two Closing, which together constitutes the entire Property. Possession of the Neighborhood Park Area shall be delivered to CITY at the Phase One Closing, and possession of the Restoration Area shall be delivered to CITY at the Phase Two Closing.
- Notwithstanding anything to the contrary set forth herein, BSLT makes no representation or warranty regarding title to the Property or the removal of any exceptions from title to the Property. Further, BSLT has no obligation to provide title to the Property clear of encumbrances and shall not incur any liability for title defects unless BSLT expressly agrees to remove one or more encumbrances pursuant to this Section; however, CITY shall not be obligated to accept title to the Property unless it is conveyed free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, taxes and other title or survey matters ("Exceptions") other than matters which are acceptable to CITY, in CITY's sole discretion, following CITY's review of an updated title report to be provided by BSLT or Escrow Company ("Approved Exceptions"). Notwithstanding the foregoing the matters set forth below shall be deemed Approved Exceptions:
- 5.1. Exceptions for a lien for local real estate taxes and assessments not yet due or payable.
 - 5.2. The standard preprinted exceptions and exclusions of the Title Company.
 - 5.3. All those Exceptions set forth in the Preliminary Title Report, and in the PTR for Phase One, which includes without limitation the following:
 - 5.3.1. Neighbor Road Easement referenced in MOU Section 5.3 which is being amended as described below in section 5.10 of this Agreement.
 - 5.3.2. Amended HACM Easement referenced in MOU Section 5.4.
 - 5.4. Grant Terms. The Property is subject to the grant agreement terms and conditions which are required to fund and build the park project contained in the grant agreements set forth in Exhibit E, including without limitation, that the use of the Back House is restricted to specific park related uses that are compliant with the purpose of State grants awarded for BSLT to acquire the Property.
 - 5.5. Permits. The permit terms, restrictions and conditions necessary to fund and build the park project as described in MOU Section 3.3.
 - 5.6. BSLT Easement for Right of Way and Habitat Management. At the Phase One Closing and Phase Two Closing BSLT will reserve and will receive a grant of an easement over, under, upon and across the Property for ingress and egress to and use of the Restoration Area for BSLT access, and all construction, restoration, maintenance and management activities in the Restoration Area as set forth in the Easements for Access and Right of Way for each phase attached as Exhibit F-1 and Exhibit F-2. To facilitate required habitat management activities required by the grant terms the Parties will enter into a mutually acceptable Restoration Area Habitat Management Agreement at or prior to the Phase Two Closing.
 - 5.7. Miscellaneous BSLT Reserved Rights. Pursuant to the MOU and this Agreement BSLT will reserve certain rights including without limitation (a) the right to hold BSLT events up to 4 times per year upon coordination with and prior approval of CITY, (b) certain Naming Rights and (c) the right to install murals or art installations, all in accordance with MOU section 3.4(b) through (e) inclusive, and installation of certain signage as described in MOU section 5.5. These provisions will survive the Phase One and Phase Two Closings.

- 5.8. BSLT Well and Water Use Easement. At Phase One Closing and the Phase Two Closing BSLT will reserve and will receive a grant of an easement over, under, upon and across the Property for ingress and egress to and use of the Well and water from the Well as set forth in the Well and Water Easements attached as Exhibit G-1 and Exhibit G-2.
- 5.9. Front House Affordable Housing Restriction. The Front House is permanently restricted to use for affordable housing, which restriction runs with the land, as set forth in the State Coastal Conservancy Irrevocable Offer to Dedicate and Declaration of Restrictive Covenants recorded in the Official Records of Monterey County on 1/25/2017 as Document No. 2017004454, and as thereafter amended to allow for affordable housing on or before the Closing. CITY will record at the Phase One Closing a deed restriction in the form attached hereto as Exhibit H. Any modifications to zoning or other governmental requirements or entitlements necessary or desirable for the residential use of the Front House will be solely the responsibility and cost of CITY and will not be a precondition of Closing.
- 5.10. Front House Lease; Tenant to Remain in Possession. At Phase One Closing CITY shall take the Property subject to the rights of existing lessees/tenants, and will assume the Front House residential lease under the terms and conditions specified in the Assignment and Assumption Agreement in the form attached as Exhibit I. BSLT shall not make any changes to existing lease or tenancy or enter into any new agreements to lease or rent without notice to and approval of City.
- 5.11. Neighbor Right of Way Easement and Agreement to Amend. An Agreement to Amend Easement dated October 30, 2024, attached hereto as Exhibit J encumbers the Property and runs with the land. In accordance with said agreement the route of existing Neighbor Right of Way Easement will be amended and recorded upon the completion of certain conditions including without limitation the construction of a creek crossing. Following Closing CITY acknowledges and agrees said easement, as amended, will be binding on CITY, and the upkeep and maintenance of the Hospital Creek crossing and gates within the Restoration Area will be CITY'S responsibility, and CITY will comply with and perform the terms of said agreement including execution and recording of the Amended Easement upon satisfaction of the conditions.
6. **Title Insurance Policy**. Escrow Holder shall, following recording of the Grant Deed, provide CITY with a standard owner's CLTA (or extended coverage ALTA, at the request of CITY) policy of title insurance in the amount of \$_____ for the Phase One Closing, and \$_____ for the Phase Two Closing, each issued by the Title Company, together with any endorsements and additional coverage reasonably requested by CITY, showing fee simple title to each phase of the Property vested in CITY, subject only to the Approved Exceptions and the printed exceptions and stipulations in the policy. Title charges shall be evenly split by CITY and BSLT.
7. **Condition of Property**.
- 7.1. "As Is Purchase". Prior to the Effective Date, CITY was provided the opportunity to investigate the Property and has approved the physical condition thereof. CITY specifically acknowledges and agrees that BSLT is selling and CITY is acquiring the Property on an "AS IS WITH ALL FAULTS" basis and that CITY is not relying on any representations or warranties of any kind whatsoever, express or implied, from BSLT as to any matters concerning the Property, including without limitation (1) the quality, nature, adequacy, and physical condition of the property (including, without limitation, topography, climate, air, water rights, water, gas electricity, utility services, grading, drainage, sewers, access to public roads and related conditions); (2) the quality, nature, adequacy, and physical condition of soils, geology, and groundwater; (3) the

existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (4) the development potential of the Property, and its use, habitability, merchantability, or fitness, suitability, value or adequacy of the property for any particular purpose; (5) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (6) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (7) the presence or absence of hazardous materials on, under or about the Property or the adjoining and neighboring Property; and (8) the condition of title to the Property.

CITY affirms that it has not relied on the skill or the judgment of BSLT or any of its respective agents, employees or contractors to select or furnish the Property for any particular purpose, and that BSLT makes no warranty that the Property is fit for any particular purpose. CITY acknowledges that it shall use its independent judgment and make its own determination as to the scope and the breadth of its due diligence investigation which investigation of the physical, environmental, economic, and legal condition of the Property (including, without limitation, whether the Property is located in an area which is designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local entity). CITY undertakes and assumes all risks associated with all matters pertaining to the Property location in any area designated as a special flood hazard area, dam inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local entity.

- 7.2. Survival. The terms and the conditions of this section 7 shall expressly survive the Close of Escrow, shall not merge with the provisions of the Grant Deed, or any other closing documents and shall be deemed to be incorporated by reference into the Grant Deed. BSLT is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person. The CITY acknowledges that the Purchase Price reflects the “as is” nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. CITY has fully reviewed the disclaimers and waivers set forth in this Agreement with CITY’s counsel and understands the significance and effect thereof.
- 7.3. Acknowledgement. CITY acknowledges and agrees that (i) to the extent required to be operative, the disclaimers of warranties contained in this section are “conspicuous” disclaimers for purposes of all applicable laws and other legal requirements, and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that BSLT would not have agreed to sell the Property to CITY for the Purchase Price without the disclaimers and other agreements set forth in this section.
- 7.4. CITY’s Release of BSLT. CITY, on behalf of itself and anyone claiming by, through or under CITY, hereby waives its right to recover from and fully and irrevocably releases BSLT and its representatives and agents (“Released Parties”) from any and all claims, responsibility and/or liability that CITY may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials (as hereinafter defined), and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

7.5. **Scope of Release.** The release set forth in section 7.3 hereof includes claims of which BSLT is presently unaware or which BSLT does not presently suspect to exist which, if known by BSLT, would materially affect BSLT's release of the Released Parties. CITY specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, CITY agrees, represents and warrants that CITY realizes and acknowledges that factual matters now unknown to CITY may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated and unsuspected, and CITY further agrees, represents, and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that CITY nevertheless hereby intends to release, discharge, and acquit BSLT from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses. Accordingly, CITY, on behalf of itself and anyone claiming by, through or under CITY, hereby assumes the above-mentioned risks and hereby expressly waives any right CITY or anyone claiming by, through or under CITY, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with debtor."

CITY Initials _____

Notwithstanding the foregoing, this release shall not apply to, nor shall BSLT be released from, BSLT's actual fraud or misrepresentation.

8. **Hazardous Materials.** As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the County of Monterey, the State of California, any regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

8.1. **Compliance with Laws.** CITY hereby covenants and agrees to comply with all Hazardous Materials laws applicable to it.

8.2. **Indemnity.** Without limiting the generality of the indemnification set forth elsewhere in this Agreement, CITY hereby agrees to indemnify, protect, and hold harmless BSLT from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement

actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney fees and expenses), arising directly or indirectly, in whole or in part, out of the failure of CITY or any other person or entity to comply with the Hazardous Materials laws. The foregoing indemnity shall further apply to any residual contamination on or under the Property, including but not limited to the presence of lead-based paint or asbestos, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal or any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials laws. The provisions of this subsection shall survive expiration or termination of this Agreement, and shall remain in full force and effect.

- 8.3. **No Limitation.** CITY hereby acknowledges and agrees that CITY's duties, obligations, and liabilities under this Agreement, including, without limitation, under sections 8.1 and 8.2 above, are in no way limited or otherwise affected by any information BSLT may have concerning the Property and/or the presence within the Property of any Hazardous Materials, whether BSLT obtained such information from CITY or from its own investigations.
9. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
10. **Provision Not Merged with Deeds.** Unless otherwise specifically set forth herein, none of the provisions of this Agreement are intended to or shall be merged by any grant deed transferring title to any real property which is the subject of this Agreement from BSLT to CITY or any successor in interest, and any such grant deed shall not be deemed to affect or to impair the provisions and the covenants of this Agreement.
11. **Brokers.** BSLT and CITY each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each party agrees to and does hereby indemnify and hold the other free and harmless from any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this Agreement.
12. **Waiver, Consent, and Remedies.** Each provision of this Agreement to be performed by CITY and BSLT shall be deemed both a covenant and a condition and shall be a material consideration for BSLT's and CITY's performance hereunder, as appropriate, and any breach thereof by CITY or BSLT shall be deemed a material default hereunder by such breaching party. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants,

conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

13. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between BSLT, CITY and/or Escrow Holder in connection with this Agreement then, as between CITY and BSLT, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs, reasonable attorneys' fees, expert witness fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.
14. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered through another reasonably acceptable method, and addressed to the party for whom intended, as follows:
- | | |
|--|---|
| <p>If to CITY:</p> <p>City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager</p> <p>With a Copy to:</p> <p>City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Attorney</p> | <p>If to BSLT:</p> <p>Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO</p> |
|--|---|
15. **Gender and Number.** In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.
16. **Entire Agreement.** This Agreement, the Recitals herein, and attachments hereto, the MOU and other agreements between the Parties referenced herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
17. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
18. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.

20. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
21. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by CITY and BSLT.
22. **Time of Essence.** Time is of the essence of each provision of this Agreement.
23. **Survival.** All agreements, representations and warranties contained herein shall survive the Closing.
24. **Binding Upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the parties, and the heirs, executors, administrators, assigns and successors of the parties hereof.
25. **Parties not Co-Venturers.** Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers or principal and agent with one another.
26. **Action by the City.** Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver or other action by the City is required or permitted under this Agreement, such action may be given, made or taken by the City Manager or by any person who shall have been designated in writing to CITY by the City Manager without further approval by the City Council. Any such action shall be in writing.
27. **Exhibits.** All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached. The following exhibits are attached to this Agreement:
- | | |
|--------------|---|
| Exhibit A-1: | Legal Description of Neighborhood Park Area |
| Exhibit A-2: | Legal Description of Restoration Area |
| Exhibit B: | Map of Property |
| Exhibit C: | Preliminary Title Report for Entire Property |
| Exhibit D: | Form of Grant Deed |
| Exhibit E: | Grant Requirements and Restrictions |
| Exhibit F-1: | Form of BSLT Easement for Access and Right of Way for Phase One |
| Exhibit F-2: | Form of BSLT Easement for Access and Right of Way for Phase Two |
| Exhibit G-1: | Form of BSLT Well and Water Easement for Phase One |
| Exhibit G-2: | Form of BSLT Well and Water Easement for Phase Two |
| Exhibit H: | Form of City Deed Restriction |
| Exhibit I: | Form of Assignment and Assumption Agreement |
| Exhibit J: | Agreement to Amend Easement |
| Exhibit K: | Preliminary Title Report for Phase One |

[Signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY:

CITY OF SALINAS

_____, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

BSLT:

BIG SUR LAND TRUST,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

EXHIBIT "A1"
LEGAL DESCRIPTION
PARK PARCEL

Certain real property situate in the City of Salinas, County of Monterey, State of California, described as follows:

"PARCEL III" and a portion of "PARCEL I" as described in the grant deed recorded January 25, 2017, as document number 2017004453, of the Official Records of said County, more particularly described as follows:

Beginning at the most westerly corner of said PARCEL I; thence along the common line of the westerly boundary of said PARCEL I and the easterly boundary of the land conveyed to the City of Salinas by the deed recorded November 15, 1972, in Reel 810, Page 3, of the Official Records of Monterey County; thence

- 1) North 27°41'54" East (North 27°36'45" East, per said deed recorded in Reel 810, page 3), 1,156.85 feet; thence
- 2) North 29°39'14" East (North 27°34'05" East, per said deed recorded in Reel 810, page 3), 205.13 feet; thence
- 3) North 27°41'55" East, 82.88 feet (North 27°36'45" East, 83.21 feet, per said deed recorded in Reel 810, page 3), more or less, to a railroad spike at the most westerly corner of said PARCEL III; thence along the boundary of said PARCEL III
- 4) North 27°42'00" East, 21.09 feet to the most northerly corner of said PARCEL III; thence
- 5) South 80°46'00" East, 145.00 feet to a 3/4-inch iron pipe tagged "LS 3376" at the northeasterly corner of said PARCEL III; thence
- 6) South 09°14'00" West, 20.00 feet to a 3/4-inch iron pipe at the southeasterly corner of said PARCEL III and a point on the northerly boundary of said PARCEL I; thence along the boundary of said PARCEL I
- 7) South 80°46'00" East, 281.19 feet; thence
- 8) South 07°19'00" East, 30.00 feet, at 25.56 feet, joining the southwesterly boundary of PARCEL II, as described in said grant deed recorded January 25, 2017, as document number 2017004453; thence along the common line of said PARCEL I and PARCEL II; thence
- 9) South 67°32'00" East, 39.37 feet; thence departing said common line
- 10) South 18°11'22" West, 159.78 feet; thence

- 11) Southwesterly 95.94 feet along the arc of a tangent curve to the right having a radius of 78.00 feet, through a central angle of 70°28'32"; thence
- 12) Southwesterly 214.00 feet along a reverse curve to the left having a radius of 194.00 feet, through a central angle of 63°12'14"; thence
- 13) Southwesterly 189.04 feet along a reverse curve to the right having a radius of 216.00 feet, through a central angle of 50°08'42"; thence
- 14) Southwesterly 292.23 feet along the arc of a non-tangent curve to the left having a radius of 332.53 feet (a radial bearing to the center point of said curve bears South 14°20'33" East), through a central angle of 50°21'09"; thence
- 15) Southwesterly 209.35 feet along the arc of a non-tangent curve to the right having a radius of 310.58 feet (a radial bearing to the center point of said curve bears North 63°12'14" West), through a central angle of 38°37'15"; thence
- 16) Southwesterly 272.41 feet along a reverse curve to the left having a radius of 289.42 feet, through a central angle of 53°55'42"; thence
- 17) Southwesterly 166.42 feet along a reverse curve to the right having a radius of 210.58 feet, through a central angle of 45°16'49"; thence
- 18) Southwesterly 33.66 feet along a reverse curve to the left having a radius of 89.42 feet, through a central angle of 21°34'02"; thence
- 19) South 35°12'07" West, 50.03 feet to a point on the southerly boundary of said PARCEL I; thence along said southerly boundary; thence
- 20) South 85°26'00" West, 37.84 feet to the POINT OF BEGINNING.

Containing 7.90 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



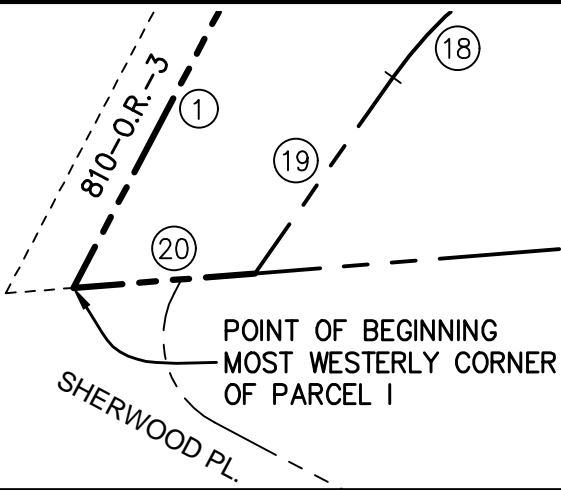
RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3806.00



December 17, 2024

EXHIBIT A1
SHEET 3 OF 4

DOC#2015053329



DETAIL A, SCALE: 1"=40'

PARCEL III,
DOC. #2017004453
APN: 003-821-033
SEE DETAIL B, SHEET 4

PARCEL II
DOC.2017004453
(APN 261-191-001)

810-OR-3
PARK PARCEL
±7.90 ACRES

N63°12'14"W
(RADIAL)

PARCEL I
DOC.2017004453
(APN'S:
003-212-007,
003-212-015,
003-212-016,
261-191-007)

S14°20'33"E
(RADIAL)

SEE DETAIL
"A" ABOVE
POINT OF
BEGINNING

400 0 400Feet
SCALE: 1" = 400'

SEE SHEET 4
FOR COURSE TABLE

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARK PARCEL**

A PORTION OF PARCEL I, DOCUMENT 2017004453

IN THE RANCHO EL SAUSAL

CITY OF SALINAS, MONTEREY COUNTY, CA.

DECEMBER 2024



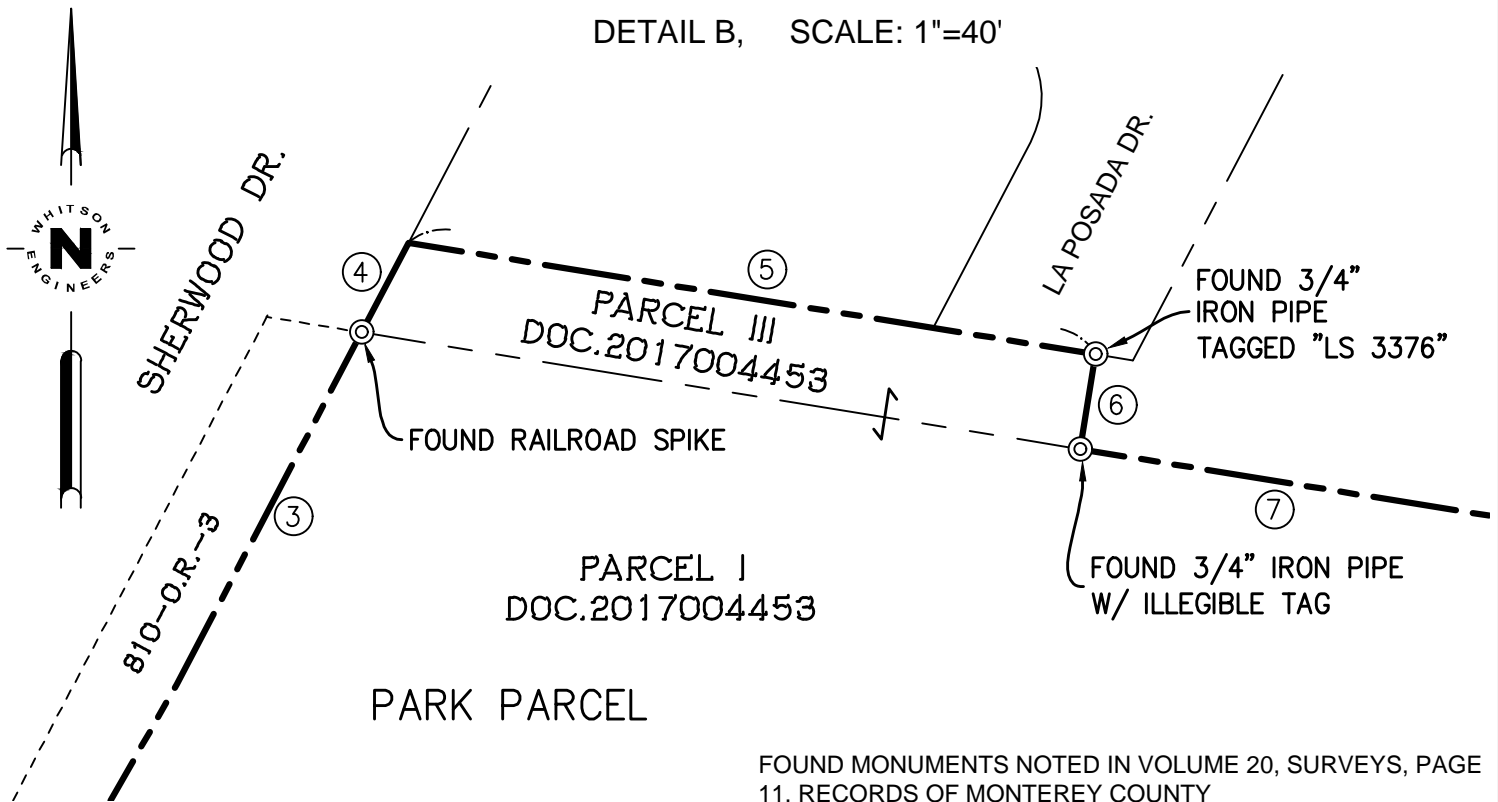
Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT A1
SHEET 4 OF 4

COURSE TABLE			
Line # /Curve #	Bearing/Delta	Length	Radius
1	N27°41'54"E	1156.85'	
2	N29°39'14"E	205.13'	
3	N27°41'55"E	82.88'	
4	N27°42'00"E	21.09'	
5	S80°46'00"E	145.00'	
6	S9°14'00"W	20.00'	
7	S80°46'00"E	281.19'	
8	S7°19'00"E	30.00'	
9	S67°32'00"E	39.37'	
10	S18°11'22"W	159.78'	

COURSE TABLE			
Line # /Curve #	Bearing/Delta	Length	Radius
11	70°28'32"	95.94'	78.00'
12	63°12'14"	214.00'	194.00'
13	50°08'42"	189.04'	216.00'
14	50°21'09"	292.23'	332.53'
15	38°37'15"	209.35'	310.58'
16	53°55'42"	272.41'	289.42'
17	45°16'49"	166.42'	210.58'
18	21°34'02"	33.66'	89.42'
19	S35°12'07"W	50.03'	
20	S85°26'00"W	37.84'	

DETAIL B, SCALE: 1"=40'



**PLAT TO ACCOMPANY LEGAL DESCRIPTION
PARK PARCEL**

A PORTION OF PARCEL I, DOCUMENT 2017004453

IN THE RANCHO EL SAUSAL

CITY OF SALINAS, MONTEREY COUNTY, CA.

DECEMBER 2024



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Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT "A2"
LEGAL DESCRIPTION
RESTORATION AREA

Certain real property situate in the City of Salinas, County of Monterey, State of California, described as follows:

A portion "PARCEL I" together with a portion of "PARCEL II" as described in that grant deed recorded January 25, 2017, as document number 2017004453, Official Records of Monterey County, California, more particularly described as follows:

Beginning at a point on the southerly line of said PARCEL I described in said document as North 85°26' East, 1704.3 feet, said point of beginning being distant North 85°26' East, 37.84 feet from the most westerly corner of said PARCEL I; (said westerly corner being also the southeasterly corner of the land conveyed to City of Salinas by deed recorded November 15, 1972 in Reel 810, Page 3, Official Records of Monterey County) thence from the **POINT OF**

BEGINNING

1. North 85°26'00" East, 1652.27 feet to station in a drainage canal, known as Gabilan Creek lateral drainage canal, and 30-foot right of way for the same of Reclamation District No. 1665; thence along said drainage canal and right of way
2. South 14°30'00" West, 550.00 feet to station in the southern boundary of the 163.58 acre Ikeda tract described in Volume 174 Official Records at page 468, at the corner of courses and distances numbers 3 and 4 of the description thereof; thence along a drainage ditch known as Natividad Creek lateral drainage ditch, and its 30-foot right of way of Reclamation District No. 1665, and the southerly boundary of the said 163.58 acre Ikeda tract
3. North 72°27'00" East, 841.70 feet; thence leaving said drainage canal, and right of way and southern boundary of said 163.58 acre Ikeda tract
4. North 5°28'00" East, 1320.40 feet to the center of Gabilan Creek lateral drainage canal and the center of a 30-foot right of way for drainage purposes, of Reclamation District No. 1665; thence along the center of said drainage canal and right of way, and along the northerly line of said PARCEL I
5. South 71°50'00" West, 301.70 feet; thence
6. South 73°12'00" West, 260.70 feet to a point on the easterly boundary of said PARCEL II; thence along said easterly boundary
7. North 75°05'00" West, 8.10 feet; thence
8. North 15°03'00" East, 1398.87 feet to the northeasterly corner of PARCEL II, said corner being also the most southerly corner of that real property described in Volume 1223 Official Records of Monterey County at Page 165; thence along the northerly boundary of said PARCEL II
9. North 48°55'50" West, 96.04 feet, more or less (listed as 95.42 feet in Volume 1223 Official Records of Monterey County at Page 165) to the most northerly corner of said PARCEL II; thence along the northwesterly boundary of said PARCEL II

10. South 52°24'00" West, 34.06 feet; thence
11. South 34°48'00" West, 136.10 feet (listed as 135.1 feet in said Document 2017004453);
thence
12. South 35°14'00" West, 180.80 feet; thence
13. South 45°46'00" West, 200.70 feet; thence
14. South 49°35'00" West, 364.60 feet; thence
15. South 41°19'00" West, 384.90 feet to the locus of 4 x 4 survey post marked L7, C, HDP;
thence
16. South 41°19'00" West, 50.23 feet; thence
17. South 43°12'00" East, 20.10 feet; thence
18. South 41°27'00" West, 317.20 feet to a point on the northerly boundary of said PARCEL I;
thence along the common boundary between said PARCEL I and said PARCEL II
19. South 7°19'00" East, 4.44 feet; thence
20. South 67°32'00" East, 39.37 feet; thence departing said boundary between PARCEL I
and PARCEL II
21. South 18°11'22" West, 159.78 feet; thence
22. Along a tangent curve to the right; having a radius of 78.00 feet, through a central
angle of 70°28'32" for an arc distance of 95.94 feet; thence
23. Along a reverse curve to the left, having a radius of 194.00 feet; through a central angle
of 63°12'14" for an arc distance of 214.00 feet; thence
24. Along a reverse curve to the right, having a radius of 216.00 feet, through a central
angle of 50°08'42", for an arc distance of 189.04 feet; thence
25. Along a non tangent curve to the left of which the radius point lies South 14°20'33" East,
a radial distance of 332.53 feet, through a central angle of 50°21'09" for an arc
distance of 292.23 feet; thence
26. Along a non tangent curve to the right of which the radius point lies North 63°12'14"
West, a radial distance of 310.58 feet, through a central angle of 38°37'15" for an arc
distance of 209.35 feet; thence
27. Along a reverse curve to the left, having a radius of 289.42 feet, through a central angle
of 53°55'42" for an arc distance of 272.41 feet; thence
28. Along a reverse curve to the right, having a radius of 210.58 feet, through a central
angle of 45°16'49" for an arc distance of 166.42 feet; thence
29. Along a reverse curve to the right, having a radius of 89.42 feet, through a central angle
of 21°34'02" for an arc distance of 33.66 feet; thence
30. South 35°12'07" West, 50.03 feet, more or less, to the southerly boundary of PARCEL I
and the POINT OF BEGINNING.

Containing an area of 64.5 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

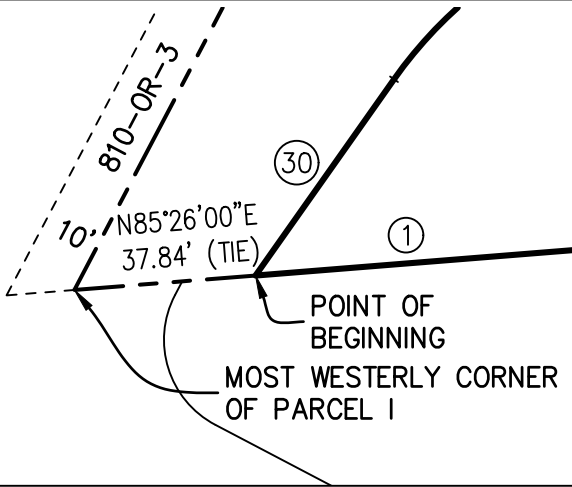
PREPARED BY:
WHITSON ENGINEERS

R. P. Weber

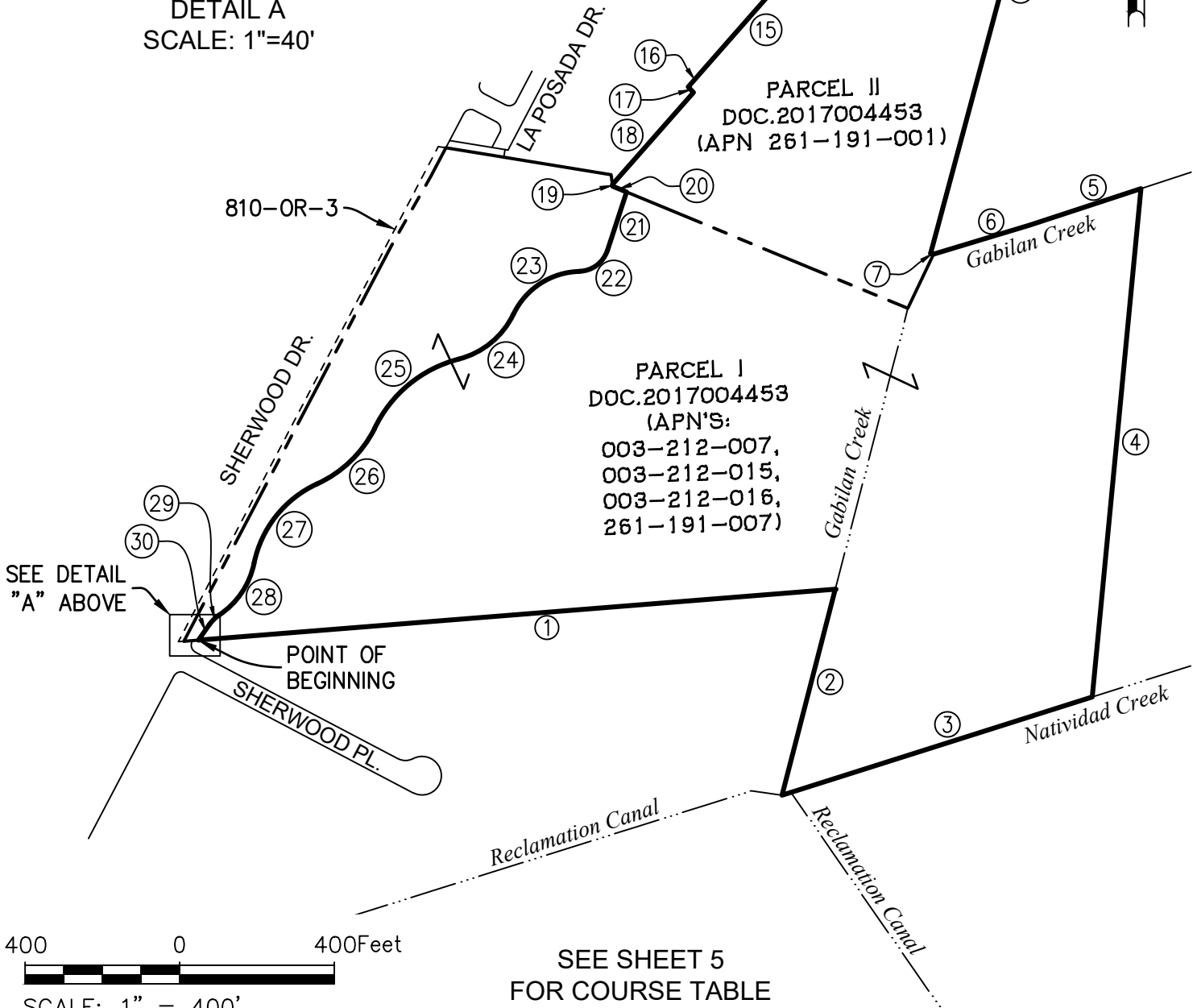
RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3806.00



November 19, 2024



DETAIL A
SCALE: 1"=40'



400 0 400 Feet
SCALE: 1" = 400'

SEE SHEET 5
FOR COURSE TABLE

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
RESTORATION AREA**

A PORTION OF PARCELS I AND II, DOCUMENT 2017004453

IN THE RANCHO EL SAUSAL

CITY OF SALINAS, MONTEREY COUNTY, CA.

NOVEMBER 2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT A2
SHEET 5 OF 5

COURSE TABLE

Line # /Curve #	Length	Bearing/Delta	Radius
1	1652.27'	N85°26'00"E	
2	550.00'	S14°30'00"W	
3	841.70'	N72°27'00"E	
4	1320.40'	N5°28'00"E	
5	301.70'	S71°50'00"W	
6	260.70'	S73°12'00"W	
7	8.10'	N75°05'00"W	
8	1398.87'	N15°03'00"E	
9	96.04'	N48°55'50"W	
10	34.06'	S52°24'00"W	
11	136.10'	S34°48'00"W	
12	180.80'	S35°14'00"W	
13	200.70'	S45°46'00"W	
14	364.60'	S49°35'00"W	
15	384.90'	S41°19'00"W	

COURSE TABLE

Line # /Curve #	Length	Bearing/Delta	Radius
16	50.23'	S41°19'00"W	
17	20.10'	S43°12'00"E	
18	317.20'	S41°27'00"W	
19	4.44'	S7°19'00"E	
20	39.37'	S67°32'00"E	
21	159.78'	S18°11'22"W	
22	95.94'	70°28'32"	78.00'
23	214.00'	63°12'14"	194.00'
24	189.04'	50°08'42"	216.00'
25	292.23'	50°21'09"	332.53'
26	209.35'	38°37'15"	310.58'
27	272.41'	53°55'42"	289.42'
28	166.42'	45°16'49"	210.58'
29	33.66'	21°34'02"	89.42'
30	50.03'	S35°12'07"W	

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
RESORATION AREA**

A PORTION OF PARCELS I AND II, DOCUMENT 2017004453

IN THE RANCHO EL SAUSAL

CITY OF SALINAS, MONTEREY COUNTY, CA.

NOVEMBER 2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit B: Map of property

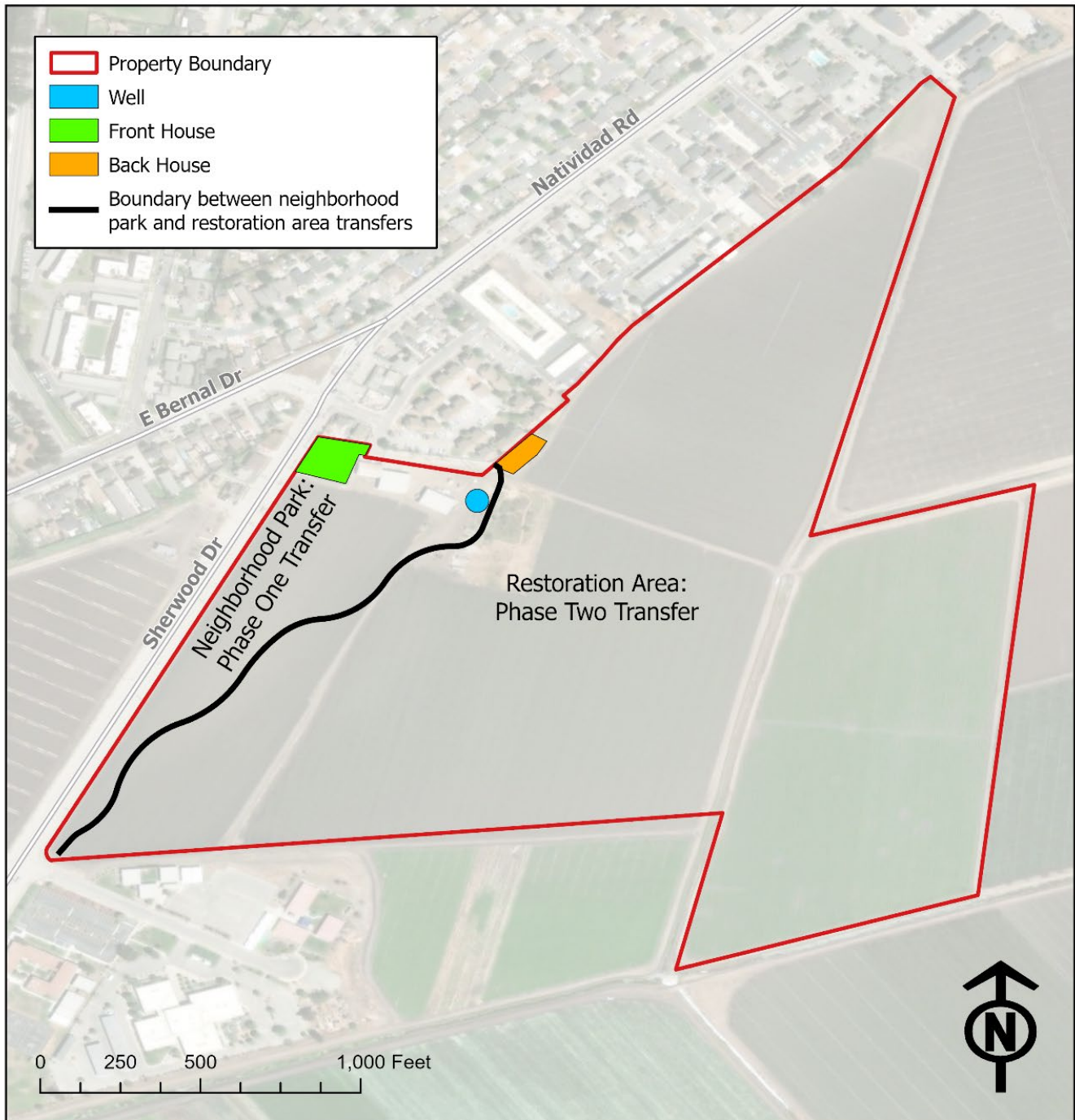


Exhibit C: Preliminary Title Report, Entire Property

CLTA Preliminary Report Form

(Rev. 11/06)

Order Number: 2714-6914768

Page Number: 1



First American Title

First American Title Company

**7th Ave, Btw San Carlos & Mission, PO Box 2177
Carmel, CA 93921**

California Department of Insurance License No. 151

Escrow Officer: Nicole McManus
Phone: (831)293-5152
Fax No.: (866)493-5436
E-Mail: nmcmanus@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: TBD
Owner: The Big Sur Land Trust
Property: Sherwood Drive
Salinas, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of **October 10, 2022** at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE BIG SUR LAND TRUST, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE AS TO PARCELS ONE, TWO AND THREE, EASEMENT AS TO PARCEL FOUR

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$1,567.09, OPEN
Penalty:	\$0.00
Second Installment:	\$1,567.09, OPEN
Penalty:	\$0.00
Tax Rate Area:	005033
A. P. No.:	261-191-007-000

(Affects PORTION OF PARCEL ONE)

2. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$2,390.71, OPEN
Penalty:	\$0.00
Second Installment:	\$2,390.71, OPEN
Penalty:	\$0.00
Tax Rate Area:	005033
A. P. No.:	261-191-001-000

(Affects PARCEL TWO)

3. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$9.79, OPEN
Penalty: \$0.00
Second Installment: \$9.79, OPEN
Penalty: \$0.00
Tax Rate Area: 005015
A. P. No.: 003-821-033-000

(Affects PARCEL THREE)

4. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$1,517.93, OPEN
Penalty: \$0.00
Second Installment: \$1,517.93, OPEN
Penalty: \$0.00
Tax Rate Area: 005015
A. P. No.: 003-212-015-000

(Affects PORTION OF PARCEL ONE)

5. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$1,000.18, OPEN
Penalty: \$0.00
Second Installment: \$1,000.18, OPEN
Penalty: \$0.00
Tax Rate Area: 005033
A. P. No.: 003-212-007-000

(Affects PORTION OF PARCEL ONE)

6. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$4,809.51, OPEN
Penalty: \$0.00
Second Installment: \$4,809.51, OPEN
Penalty: \$0.00
Tax Rate Area: 005015
A. P. No.: 003-212-016-000

(Affects PORTION OF PARCEL ONE)

7. The Land lies within the boundaries of proposed community facilities District No. 2014-1, as disclosed by a map filed MARCH 18, 2016 in BOOK 5, PAGE 15 of maps of assessment and community facilities districts.

8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

9. Any unpaid amounts for due or delinquent utilities owed to, or resultant liens in favor of Monterey One Water.
- Contact Monterey One Water at phone number 831-645-4631 or fax number 831-372-6178.
10. An easement for CANAL OR DITCH and incidental purposes, recorded MARCH 02, 1918 in Book 156 of Deeds, Page 211.
In Favor of: RECLAMATION DISTRICT NUMBER 1665
Affects: AS DESCRIBED THEREIN
11. The terms and provisions contained in the document entitled AGREEMENT recorded APRIL 27, 1926 as BOOK 84, PAGE 42 of Official Records.
12. An easement for POLES, WIRE LINES and incidental purposes, recorded MAY 10, 1926 as BOOK 84, PAGE 132 of Official Records.
In Favor of: SIERRA AND SAN FRANCISCO POWER COMPANY
Affects: PARCEL ONE, AS DESCRIBED THEREIN
13. An easement for ROAD and incidental purposes, recorded FEBRUARY 06, 1939 as BOOK 606, PAGE 20 of Official Records.
In Favor of: STERLING D. CARR ET AL
Affects: PARCEL ONE, AS DESCRIBED THEREIN
14. An easement for RIGHT OF WAY FOR ROAD and incidental purposes, recorded JUNE 19, 1942 as BOOK 767, PAGE 391 of Official Records.
In Favor of: TOSHI HANAZONO
Affects: PARCEL THREE, AS DESCRIBED THEREIN
15. An easement for ROAD and incidental purposes, recorded AUGUST 04, 1961 as BOOK 2171, PAGE 51 of Official Records.
In Favor of: ATSUKO OBATA ET AL
Affects: PARCEL ONE, AS DESCRIBED THEREIN
16. An easement for PERPETUAL EASEMENT FOR ROADWAY SLOPE and incidental purposes, recorded NOVEMBER 15, 1972 as BOOK 810, PAGE 3 of Official Records.
In Favor of: SALINAS, A MUNICIPAL CORPORATION
Affects: PARCEL ONE, AS DESCRIBED THEREIN
17. An easement for PUBLIC UTILITIES and incidental purposes, recorded JANUARY 16, 1987 as BOOK 2051, PAGE 922 of Official Records.
In Favor of: PACIFIC BELL, A CORPORATION
Affects: PARCEL THREE, AS DESCRIBED THEREIN
18. An easement for PUBLIC UTILITIES and incidental purposes, recorded FEBRUARY 01, 1988 as BOOK 2193, PAGE 1126 of Official Records.
In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
Affects: PARCEL ONE, AS DESCRIBED THEREIN

19. An easement for PUBLIC UTILITIES and incidental purposes, recorded MARCH 24, 1988 as BOOK 2209, PAGE 887 of Official Records.
In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A
CALIFORNIA CORPORATION
Affects: PARCEL THREE, AS DESCRIBED THEREIN
20. An easement for PRIVATE RIGHT OF WAY FOR INGRESS AND EGRESS, 20 FEET WIDE and incidental purposes, recorded APRIL 30, 1997 as BOOK 3512, PAGE 540 of Official Records.
In Favor of: GEORGE A. COMEAU AND LUCILLE D. COMEAU
Affects: PARCEL THREE, AS DESCRIBED THEREIN
21. The terms and provisions contained in the document entitled IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS recorded JANUARY 25, 2017 as INSTRUMENT NO. 2017004454 of Official Records.
22. The terms and provisions contained in the document entitled MEMORANDUM OF UNRECORDED GRANT AGREEMENT recorded JANUARY 25, 2017 as INSTRUMENT NO. 2017004455 of Official Records.

(Affects PORTION OF PARCEL ONE)
23. The terms and provisions contained in the document entitled DEED RESTRICTION recorded MAY 06, 2022 as INSTRUMENT NO. 2022021610 of Official Records.

(Affects PORTION OF PARCEL ONE)
24. The Terms, Provisions and Easement(s) contained in the document entitled AMENDED EASEMENT DEED AND AGREEMENT recorded MAY 06, 2022 as INSTRUMENT NO. 2022021611 of Official Records.
25. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
27. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.
28. Rights of the public in and to that portion of the land lying within ANY STREET, ROAD, ALLEY AND/OR HIGHWAY.
29. Water rights, claims or title to water, whether or not shown by the Public Records.
30. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

31. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 618 SHERWOOD DRIVE, SALINAS, CALIFORNIA.

(Affects PARCELS ONE AND TWO)

2. The property covered by this report is vacant land.

(Affects PARCEL THREE)

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Salinas, County of Monterey, State of California, described as follows:

PARCEL ONE: (APN'S: 003-212-016-000; 003-212-015-000; 003-212-007-000 AND 261-191-007-000)

A PORTION OF THE RANCHO EL SAUSAL, MONTEREY COUNTY, CALIF., BEING PART OF THAT CERTAIN 163.58 ACRE TRACT CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZUO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928, RECORDED JANUARY 14, 1929 IN VOLUME 174 OFFICIAL RECORDS AT PAGE 468 THEREIN, MONTEREY COUNTY RECORDS, CALIF, AND FURTHER BEING A PORTION OF LOT C AS SHOWN AND SO DESIGNATED ON MAP ENTITLED, "PARTITION MAP NO. 2" SHOWING PORTIONS OF THE SAUSAL AND EL ALISAL RANCHOS, BELONGING TO THE ESTATE OF JESSIE D. CARR", SURVEYED BY LOU G. HARE, 1905, 1906, A COPY OF WHICH MAP WAS RECORDED IN MAP BOOK ONE OF SURVEYED AT PAGE 70 THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, CALIF., AND BEING PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A 4 X 4 SURVEY POST MARKED C,D,CR, HDP, STANDING IN THE CENTER OF THE OLD CARR DIVERTING CANAL, ON THE SOUTHEASTERLY SIDE OF THE COUNTY ROAD, LEADING FROM SALINAS TO NATIVIDAD (SOMETIMES CALLED CALIFORNIA AVENUE) AND FROM WHICH POINT OF BEGINNING A 4 X 4 SURVEY POST MARKED 16,29, STANDING AT THE INTERSECTION OF COURSES AND DISTANCES 16 AND 29, AS THE SAME ARE SHOWN ON SAID "PARTITION MAP NO. 2", BEARS N. 27° 42' E., 346.2 DISTANT, THENCE FOLLOWING THE SOUTHEASTERLY SIDE OF SAID 60 FOOT COUNTY ROAD, TOWARDS SALINAS,

(1) S. 27° 42' W., 1446.3 FEET, AT 568.3 FEET A 4 X 4 SURVEY POST MARKED CITY LIMITS, L.G.H., STANDING AT THE INTERSECTION OF THIS LINE WITH THE NORTHERN BOUNDARY OF SALINAS (COURSE OF SAID BOUNDARY LINE OF SALINAS BEING N. 80° 30' E.) 1446.3 FEET TO A 4 X 4 SURVEY POST MARKED LA, LB, HDP, AND FROM WHICH THE MOST WESTERN CORNER OF THE SAID IKEDA 163.58 ACRE TRACT BEARS S. 27° 42' W., 1149.6 FEET DISTANT, THENCE LEAVING THE SOUTHEASTERN SIDE OF CALIFORNIA AVENUE AND RUNNING

(2) N. 85° 26' E., 1704.3 FEET TO STATION IN A DRAINAGE CANAL, KNOWN AS GABILAN CREEK LATERAL DRAINAGE CANAL, AND 30 FOOT RIGHT OF WAY FOR THE SAME OF RECLAMATION DISTRICT NO. 1665, THENCE ALONG SAID DRAINAGE CANAL AND RIGHT OF WAY

(3) S. 14° 30' W., 550 FEET TO STATION IN THE SOUTHERN BOUNDARY OF THE SAID IKEDA 163.58 ACRE TRACT, AT CORNER OF COURSES AND DISTANCES NOS. 3 AND 4 OF THE DESCRIPTION THEREOF, THENCE ALONG A DRAINAGE DITCH KNOWN AS NATIVIDAD CREEK LATERAL DRAINAGE DITCH, AND ITS 30 FOOT RIGHT OF WAY OF RECLAMATION DISTRICT NO. 1665, AND THE SOUTHERLY BOUNDARY OF THE SAID IKEDA 163.58 ACRE TRACT,

(4) N. 72° 27' E., 841.7 FEET TO STATION, THENCE LEAVE SAID DRAINAGE CANAL, AND RIGHT OF WAY AND SOUTHERN BOUNDARY OF IKEDA 163.58 ACRE TRACT, AND RUNNING

(5) N. 5° 28' E., 1320.4 FEET, AT 10.7 FEET A 4 X 4 SURVEY POST MARKED IC,LE,WP,HDP, STANDING ON NORTH SIDE OF DRAINAGE CANAL, AT 660.2 FEET A 4 X 4 SURVEY POST, STANDING ON LINE, MARKED LC,LD,LE,HDP, AT 1304 FEET A 4 X 4 SURVEY POST MARKED LC,LD,WP,HDP, STANDING ON THE SOUTHERN SIDE OF GABILAN CREEK LATERAL DRAINAGE CANAL, 1320.4 FEET TO STATION IN THE CENTER OF THE SAME AND CENTER OF A 30 FOOT RIGHT OF WAY FOR DRAINAGE PURPOSES, OF RECLAMATION DISTRICT NO. 1665, THENCE ALONG THE CENTER OF SAID DRAINAGE CANAL, AND RIGHT OF WAY, AND ALONG THE DIVISION LINE BETWEEN LAND OF IKEDA AND A 174.60 ACRE TRACT OF JESSIE R. BRYAN ET AL,

(6) S. 71° 50' W., 301.7 FEET TO STATION, THENCE

(7) S. 73° 12' W., 260.7 FEET TO STATION, THENCE

(8) S. 25° 25' W., 155 FEET TO STATION, THENCE LEAVING THE CENTER OF SAID GABILAN CREEK DRAINAGE CANAL AND ALONG THE CENTER OF A PRIVATE DRAINAGE CANAL, AND THE DIVISION LINE BETWEEN LANDS OF IKEDA AND JESSIE R. BRYAN ET AL, AS AFORESAID,

(9) N. 67° 32' W., 826.5 FEET, AT 772 FEET THE SOUTHEASTERN SIDE OF PUMPHOUSE AND SUCTION BAY OF DRAINAGE PUMPING PLANT, AT 782 FEET THE NORTHWESTERLY SIDE OF SAID PUMPHOUSE, 826.5 FEET TO A 4 X 4 SURVEY POST MARKED D,D,HDP, STANDING ON THE SOUTHERLY BANK OF THE OLD CARR DIVERTING CANAL, THENCE,

(10) N. 7° 19' W., 30 FEET TO A 4 X 4 POST MARKED C,D,HDP, STANDING IN THE CENTER OF THE SAME, AND THENCE DOWN THE CENTER OF SAID OLD CARR DIVERTING CANAL, AND STILL ALONG THE DIVIDING LINE BETWEEN LANDS OF IKEDA AND JESSIE R. BRYAN ET AL

(11) N. 80° 46' W., 452.9 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL I ALL THAT PORTION CONVEYED TO SALINAS, A MUNICIPAL CORPORATION BY DEED DATED OCTOBER 31, 1972 AND RECORDED NOVEMBER 15, 1972 ON REEL 810 OFFICIAL RECORDS AT PAGE 3.

PARCEL TWO: (APN: 261-191-001-000)

A PORTION OF THE RANCHO EL SAUSAL, IN MONTEREY COUNTY, CALIFORNIA, AND BEING A PORTION OF THAT CERTAIN 174.60 ACRE TRACT CONVEYED BY ALBERT C. AIKEN ET AL TO JESSIE R. BRYAN ET AL, BY DEED DATED APRIL 17, 1926, RECORDED APRIL 27, 1926 IN VOLUME 84 OFFICIAL RECORDS AT PAGE 9 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, AND ALSO A PART OF THAT CERTAIN 22.30 ACRE TRACT CONVEYED BY FLORIDA C. COOK AND STERLING D. CARR, ALSO KNOWN AS STERLING CARR, TO TOSHI HANAZONO, BY DEED DATED FEBRUARY 4, 1939, RECORDED FEBRUARY 6, 1939, IN VOLUME 604 OFFICIAL RECORDS, AT PAGE 301 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A 4 X 4 SURVEY POST MARKED C,H, STANDING IN FENCE AT THE EASTERN CORNER OF SAID 22.30 ACRE TRACT ABOVE REFERRED TO AND ON THE SOUTHEAST SIDE OF THAT CERTAIN 5.534 ACRE TRACT CONVEYED BY JESSIE R. BRYAN ET AL TO R. A. STUMP AND MAUDE J. STUMP, BY DEED DATED MARCH 18, 1931, RECORDED MARCH 27, 1931, IN VOLUME 287 OFFICIAL RECORDS AT PAGE 93 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, AND THENCE ALONG THE SOUTHEASTERN SIDE OF SAID STUMP 5.534 ACRE TRACT, WITH THE FOLLOWING TWO COURSES AND DISTANCES,

(1) S. 52° 24' W., 176.3 FEET TO A 4 X 4 SURVEY POST MARKED L4,C,HDP, THENCE

(2) S. 34° 48' W., 135.1 FEET TO A 4 X 4 SURVEY POST MARKED L3,C,HDP, STANDING AT THE SOUTHWEST CORNER OF SAID STUMP 5.534 ACRE TRACT, AND AT THE MOST EASTERN CORNER OF THAT CERTAIN 10.674 ACRE TRACT CONVEYED BY JESSIE R. BRYAN ET AL TO JAMES LUNS福德 AND MARY LUNS福德 BY DEED DATED NOVEMBER 14, 1927, RECORDED DECEMBER 9, 1927, IN VOLUME 136 OFFICIAL RECORDS AT PAGE 74 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, THENCE LEAVE SAID STUMP 5.534 ACRE TRACT AND ALONG THE EXTERIOR BOUNDARIES OF SAID LUNS福德 10.764 ACRE TRACT WITH THE FOLLOWING FOUR COURSES AND DISTANCES,

(3) S. 35° 14' W., 180.8 FEET TO A 4 X 4 SURVEY POST MARKED L4C,HDP, THENCE

(4) S. 45° 46' W., 200.7 FEET TO A 4 X 4 SURVEY POST MARKED L5,C,HDP, THENCE

(5) S. 49° 35' W., 364.6 FEET TO A 4 X 4 SURVEY POST MARKED L6,C,HDP, THENCE

(6) S. 41° 19' W., 384.9 FEET TO A 4 X 4 SURVEY POST MARKED L7,C,HDP, AT THE SOUTHERN CORNER OF SAID 10.674 ACRE TRACT AND THE EASTERN CORNER OF THAT CERTAIN 22,060 SQUARE FEET PARCEL OF LAND CONVEYED BY TOSHI HANAZONO TO CLYDE POTTER ET UX, BY DEED DATED APRIL 21, 1941 AND RECORDED DECEMBER 20, 1943 IN VOLUME 815 OFFICIAL RECORDS AT PAGE 373, MONTEREY COUNTY RECORDS; THENCE, ALONG THE SOUTHEASTERN LINE OF SAID POTTER PARCEL OF LAND,

(7) S. 41° 19' W., 50.23 FEET TO SURVEY STAKE AT THE SOUTHERN CORNER OF SAID POTTER PARCEL OF LAND AND IN THE BOUNDARY OF THAT CERTAIN 3.1536 ACRE PARCEL OF LAND CONVEYED BY TOSHI HANAZONO TO SALINAS VALLEY ICE COMPANY, LTD., A CORPORATION, BY DEED DATED APRIL 16, 1942 AND RECORDED JUNE 19, 1942 IN VOLUME 767 OFFICIAL RECORDS AT PAGE 391, MONTEREY COUNTY RECORDS; THENCE, ALONG THE BOUNDARIES OF SAID 3.1536 ACRE PARCEL OF LAND WITH THE FOLLOWING TWO COURSES AND DISTANCES,

(8) S. 43° 12' E., 20.10 FEET TO SURVEY STAKE; AND

(9) S. 41 ° 27' W., 317.20 FEET TO SURVEY STAKE IN THE BOUNDARY OF SAID 22.30 ACRE PARCEL OF LAND ABOVE REFERRED TO; THENCE ALONG THE BOUNDARIES OF SAID 22.30 ACRE PARCEL OF LAND, THE FOLLOWING FIVE COURSES AND DISTANCES,

(10) S. 7° 19' E., 4.44 FEET TO A 4 X 4 SURVEY POST MARKED D,C,HDP, STANDING ON THE SOUTHERLY BANK OF OLD CARR DIVERTING CANAL, THENCE,

(11) S. 67° 32' E., AT 54.5 FEET OLD SUCTION BAY OF PUMP, AND ENTER PRIVATE DRAINAGE CANAL AND ALONG CENTER OF SAME, 826.5 FEET TO CENTER OF GABILAN LATERAL DRAINAGE CANAL OF RECLAMATION DISTRICT NO. 1665, AND ITS 30 FOOT RIGHT OF WAY FOR THE SAME, THENCE ALONG THE CENTER OF SAID GABILAN LATERAL DRAINAGE CANAL, AND 30 FOOT RIGHT OF WAY OF SAID RECLAMATION DISTRICT,

(12) N. 25° 25' E., 155 FEET TO STATION, LEAVE CENTER OF SAID GABILAN CREEK LATERAL DRAINAGE CANAL AND RIGHT OF WAY, AND RUNNING

(13) N. 75° 5' W., 8.1 FEET TO STATION, THENCE ALONG THE CENTER OF A PRIVATE DRAINAGE DITCH

(14) N. 15° 3' E., 1553.1 FEET, AT 1386 FEET ANGLE IN SAID PRIVATE DRAINAGE DITCH, TO THE RIGHT, AND LEAVE SAME, AT 1401.1 FEET TO A 4 X 4 SURVEY POST MARKED C,H, STANDING ON LINE, 1553.1 FEET TO THE POINT OF BEGINNING.

PARCEL THREE: APN: 003-821-033-000)

A PORTION OF RANCHO EL SAUSAL, IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY BY INDIVIDUAL GRANT DEED RECORDED IN REEL 1800, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AT PAGE 745, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND, FROM WHICH, THE MOST SOUTHERLY CORNER OF BEARS THE FOLLOWING TWO COURSES: (A) S. 80° 46' 00" E.,

281.19 FEET AND (B) S. 7° 19' 00" E., 25.56 FEET, THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY BOUNDARY,

(1) N. 80° 46' 00" W., 151.68 FEET TO A POINT ON THE EASTERLY LINE OF SHERWOOD DRIVE AS WIDENED BY DEED RECORDED JUNE 11, 1973, IN REEL 852, OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 422, THENCE ALONG SAID LINE,

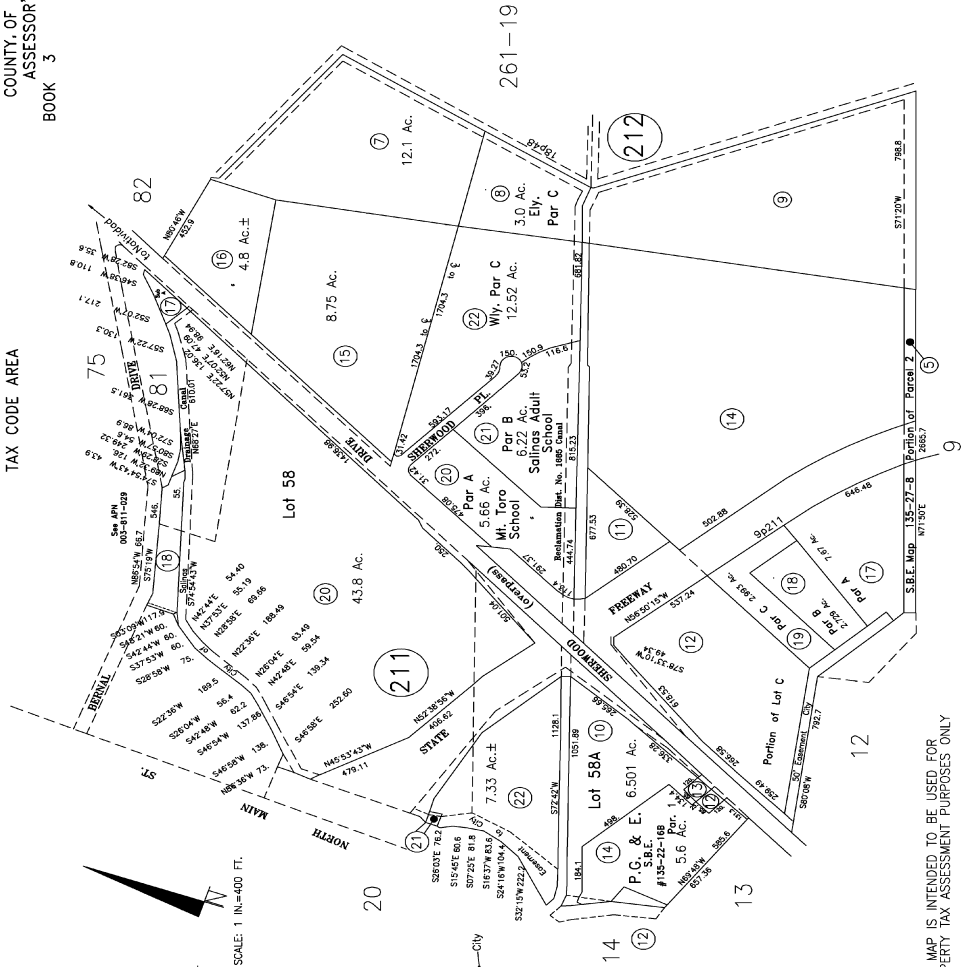
(2) N 27° 42' 00" E., 21.09 FEET, THENCE

(3) S. 80° 46' 00" E., 145.00 FEET, THENCE

(4) S. 9° 14' 00" W., 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A RIGHT OF WAY, 20 FEET IN WIDTH, FOR ROAD PURPOSES, FOR JOINT USE, AS DESCRIBED IN THE GRANT DEED FROM TOSHI HANAZANO TO SALINAS VALLEY ICE COMPANY, LTD., A CORPORATION, RECORDED JUNE 19, 1942 IN VOLUME 797, PAGE 391, OFFICIAL RECORDS OF MONTEREY COUNTY.



NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;

- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
- 7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11,

- 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

DRAFT EXHIBIT D - FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENT TO:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager

(ABOVE SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM RECORDER'S FEES pursuant to Government Code §6103

This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

The undersigned grantor(s) declare(s):

County Transfer Tax is \$ 0.

Monument preservation fee is \$.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

(X) City of Salinas, Monterey County

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, BIG SUR LAND TRUST, a California non-profit public benefit corporation ("Grantor"), does hereby grant and convey to, CITY OF SALINAS, a California charter city and municipal corporation, and its successors and assigns ("Grantee"), all the real property situated in the City of Salinas, County of Monterey, State of California, shown on the map attached as **Exhibit 1** and more-particularly described in **Exhibit 2** (referred to herein as the [*insert "Neighborhood Park Area" or "Restoration Area" as appropriate*]) attached hereto and incorporated herein by this reference, subject to the following reservations and conditions for the benefit of Grantor, and its successors and assigns, which shall be binding on Grantee and its successors and assigns:

1. SUBJECT TO Easement for Access and Right of Way Agreement between City of Salinas to Big Sur Land Trust recorded concurrently herewith.
2. SUBJECT TO Easement for Well, Water and Pipeline Agreement between City of Salinas to Big Sur Land Trust recorded concurrently herewith.

DRAFT EXHIBIT D - FORM OF GRANT DEED

_____, 20____

BIG SUR LAND TRUST,
a California non-profit public benefit corporation

By:

Title:

Add Exhibits 1 and 2
Add Notary Acknowledgement

Exhibit E

Summary of Public Grant Requirements and Restrictions as of 1/22/25

	Agency	Grant Number, Grant Amount	Grant Contract Executed	Notes	Restriction Type	Date Restriction Recorded
1	State Coastal Conservancy (SCC) #1	15-128, \$2,500,000	11/22/2016	Funding for land acquisition. Conditions apply to entire property. See conditions summary below.	Irrevocable offer to dedicate title in fee and declaration of restrictive covenants	1/25/2017
2	California Natural Resources Agency (CNRA) #1	R81790-0, \$500,000	11/22/2016	Funding for land acquisition. Conditions apply to two APNs: 003-212-007, 261-191-007. See conditions summary below.	Memorandum of unrecorded grant agreement (MOUGA)	1/25/2017
3	California Department of Parks and Recreation (DPR)	SW-27-005, \$8,498,748	1/26/2022, amended 1/5/23	Funding for neighborhood park construction. Deed restriction applies to 6-acre Neighborhood Park. 30-year duration: 7/1/2020 – 6/30/2050. See conditions summary below.	Deed restriction	5/6/2022
4	California Natural Resources Agency (CNRA) #2	UG2113-0, \$3,673,917	11/7/2023	Funding for restoration area construction. See conditions summary below.	Memorandum of unrecorded grant agreement (MOUGA) and Assignment of Assumptions from City of Salinas.	Not yet recorded. Planned for late 2025 or early 2026.
5	Department of Water Resources (DWR)	4600015506, \$2,500,000	12/13/23	Funding for restoration area construction.	None.	n/a

				See conditions summary below.		
6	State Coastal Conservancy (SCC) #2	23-160, 23-160.A1, \$8,000,000	4/29/24, 12/3/24	Funding for restoration area construction. See conditions summary below.	Agreement protecting the public interest in certain improvements and development (31116(d))	Not yet recorded (planned for Feb. 2025)
7	Wildlife Conservation Board	WC-2505KM, \$4,064,653	12/30/24	Funding for restoration area construction. See conditions summary below.	Notice of unrecorded grant agreement (NOUGA)	Not yet recorded (planned for Jan. 2025)

All information provided below constitutes summary information and not a complete list of conditions, and in the event of any inconsistency between the summary information and the grant contract(s) the grant contract(s) terms shall control. City has been provided with copies of the grant contract(s).

1. **SCC Conditions Summary:**

- a. The Real Property shall be used solely for the purposes of public access, open space protection, wildlife habitat and environmental restoration (collectively, the "Acquisition Purposes"). No use of the Real Property inconsistent with the Acquisition Purposes is permitted. Notwithstanding the foregoing, the Real Property may be used for agricultural activities for an interim period ending no later than 7 (seven) years from the date of recording of this Offer and Declaration, to allow for a community process to determine the long-term use of the Real Property. Following the interim period, a portion of the Real Property may be used for a small demonstration farm, as a permissible public access and open space use, subject to the prior written approval of the Conservancy, provided that such use remains consistent with and does not materially impair the other Acquisition Purposes. Any proceeds received by the Offeror from the agricultural use of the Real Property shall be deposited to and held in a dedicated stewardship fund for the Real Property and used solely to maintain or restore the Real Property. No development, as defined in California Public Resources Code section 30106, shall be undertaken on the Real Property except that development for and in furtherance of the Acquisition Purposes or for prudent and reasonable management and stewardship of the Property (such as development necessary to address hazards or to avoid injury, or other similar activities).
- b. The Real Property shall not be used as security for any debt without the written approval of the Executive Officer of the Conservancy.

- c. Any transfer of the Real Property, or portion of or interest in it, is subject to the prior written approval of the Executive Officer of the Conservancy. The transferee, including any party accepting title to the Real Property pursuant to paragraph 1, above, shall be subject to all provisions of this Offer and Declaration, including, without limitation, the Restrictions. If the Conservancy deems necessary, prior to the approval of any transfer of the Real Property, the transferee and the Conservancy shall enter into a new agreement sufficient to protect the interest of the people of California.
 - d. The Real Property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer. In providing permission, the Executive Officer may require that funds generated in connection with any authorized or allowable mitigation on the Real Property will be promptly remitted to the Conservancy.
 - e. If the Real Property is under threat of condemnation or condemnation proceedings have been initiated, as defined above, the Offeror shall promptly notify the Conservancy in writing, shall assert any applicable presumption regarding the use of the Real Property for the Acquisition Purposes as the highest and best use under Public Resources Code §5542.S(a), Code of Civil Procedure § 1240.680 or any successor, subsequent or other legislation, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the Offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the respective percentage of the total acquisition cost originally contributed by the Conservancy (_63.29114%).
 - f. The Offeror shall regularly monitor the Real Property for compliance with the Acquisition Purposes, consistent with the written "Monitoring and Reporting Program" dated November 15, 2016, and approved by the Conservancy, a copy of which is on file at the office of the Conservancy and the Offeror. The Monitoring and Reporting Program may be revised and amended by written agreement of the Offeror and the Conservancy, as needed to ensure and document ongoing compliance with the Acquisition Purposes. The Offeror shall submit a periodic monitoring report to the Conservancy, as required by the Monitoring and Reporting Program. On transfer of the Real Property, or any portion of or interest in the Real Property, under paragraph 2(c), above, the Offeror shall provide a copy of the Monitoring and Reporting Program to the transferee. On reasonable prior notice to the Offeror, the Conservancy shall have the right to inspect the Real Property to ascertain compliance with this Offer and Declaration.
 - g. Offer and Declaration shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the Real Property from the date of recordation of this document, and shall bind the Offeror and all its successors and assigns. This Offer and Declaration shall benefit the State of California.
2. **CNRA (#1) Conditions Summary:**
- a. The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be

unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

- b. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
- c. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

3. **DPR Conditions Summary:**

- a. Irrevocable deed restriction with a term 5/6/2022 through 6/30/2050.
- b. DPR has right of entry at times acceptable to Owner to verify compliance.
- c. Restricts property use to those uses identified in Grant #SW-27-005 generally including customary parks and open space uses such as playground, basketball court, skate spot, natural amphitheater, gazebo, picnic areas, BBQ, trails, pathways, restrooms, parking lots with lighting, landscaping, and other open spaces.
- d. The property and its uses are subject to the terms of California Drought, Water, Parks, Climate, Coastal Protections, and Outdoor Access for All of 2018 Parks Bonds Act Statewide Park Development and Community Revitalization Program.
- e. Grant funds are reimbursable and 20% of the grant amount, or approximately \$1.7 million, is retained by DPR for the final reimbursement payment and will not be released to BSLT until all grant conditions are satisfied, including opening the park to the public.
- f. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
- g. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
- h. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
- i. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
- j. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

- k. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.
- 4. **CNRA (#2) Conditions Summary:**
 - a. The State is aware of and approves the conveyance of the property to the City of Salinas (City) after Project improvements are completed. Such approval is contingent, however, upon the submission of a signed authorizing resolution from the City's governing board and Grantee's execution of an Assignment and Assumption of River Parkways Grant #R81790-0 and Urban Greening Grant #UG2113-0 to the City concurrent with the transfer of the property. Grantee shall first obtain the State's approval of the form of the Assignments, which shall not be unreasonably withheld.
 - b. Use of Facilities
 - i. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
 - ii. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 25 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
 - iii. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
 - iv. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
 - v. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

- vi. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

5. **DWR Conditions Summary:**

- a. Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation.
- b. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
- c. PROJECT MONITORING PLAN REQUIREMENTS. The Monitoring and Maintenance Plan shall outline the Grantee's plans for monitoring the restored site, assessing maintenance needs, and carrying out known and unanticipated maintenance actions necessary or required during and after completion of the Project in accordance with Exhibit A "Work Plan." The Grantee shall prepare a draft Monitoring and Maintenance Plan during the design phase of the Project and submit it to the State in accordance with Exhibit A "Work Plan." The Final Monitoring and Maintenance Plan must be approved by the State prior to disbursement of grant funds for construction or monitoring activities. The Monitoring and Maintenance Plan shall include the elements described in Exhibit D.
- d. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - i. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State

and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

- ii. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least 14 calendar days prior to the event.
 - iii. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - iv. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - v. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- e. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- f. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

6. SCC #2 Conditions Summary:

- a. The grantee and the Conservancy must enter into, and the grantee record, an agreement to protect the public interest in the improvements or facilities constructed under this agreement, as required by Public Resources Code section 31116(d).
- b. This agreement terminates on December 31, 2046 ("the termination date") unless terminated early as provided in this agreement. However, the grantee shall complete all work by December 31, 2026 ("the completion date").
- a. Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property be remitted promptly to the conservancy. As used in

this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

7. WCB Conditions Summary:

- a. 25 Year Long-term Management Period. As detailed in Exhibit D (Management Plan), Grantee shall ensure that the Project funded by Grantor is operated, used, managed and maintained throughout the Long-term Management Period consistent with the purposes of the grant and in accordance with the Management Plan. Beyond the Project Term, Grantee assumes all costs associated with long-term management of the Property provided for in the Management Plan. Grantee may contract with Landowner or a third party for the long-term management of the Property on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee. Grantee acknowledges the continuing obligations under this Agreement to fulfill the requirements contained in any Management Plan. No termination of this Agreement shall sever Grantee's obligations under this Agreement to maintain any portion of the Project completed prior to termination and such obligations shall continue and survive any termination of this Agreement.
- b. Property as Mitigation. Any Project improvements paid for by Grant Funds may not be used for Mitigation. If Grantee seeks to make additional improvements on the portion of Property improved by Grant Funds for the purposes of Mitigation, Grantee shall obtain prior written approval from Grantor, which may be granted at its sole discretion, provided, however, that under no circumstances shall the Property be used for any Mitigation that is inconsistent with or abrogates the purposes of the grant. If Grantor approves any Mitigation under this section, such approval shall be for the purposes of this Agreement only. Actual Mitigation requirements and conditions will be established and enforced by the authorities imposing them.
- c. Notice of Change in Ownership of Land. This Agreement shall not prevent the transfer of the Property or interests therein by the Landowner. Grantee and/or Landowner shall provide written notice to Grantor 90 days prior to any change in ownership of the Property. Such notice shall include information regarding the type of proposed transfer (e.g. fee simple, transfer of partial interest, leasehold interest, water right) and the name of the proposed transferee. Upon such receipt, Grantor may determine that the obligations of Grantee and/or Landowner under the Agreement need to be assigned to the proposed transferee. Grantee and/or Landowner shall work with Grantor to execute any necessary assignment and assumption agreements regarding the Agreement.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

(ABOVE SPACE FOR RECORDER’S USE ONLY)

EXEMPT FROM RECORDER’S FEES pursuant to Government Code §6103

This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

EASEMENT FOR ACCESS AND RIGHT OF WAY AGREEMENT

THIS EASEMENT FOR ACCESS AND RIGHT OF WAY AGREEMENT (this “Easement Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between CITY OF SALINAS, a California municipal corporation and charter city (“CITY”) and BIG SUR LAND TRUST, a California nonprofit public benefit corporation (“BSLT”). CITY and BSLT are referred to collectively in this Easement Agreement as the “Parties.”

Recitals

A. CITY is the owner in fee of certain real property located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the “Neighborhood Park Area”).

B. BSLT is the owner in fee of certain real property located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 3 attached hereto and incorporated herein by this reference (the “Restoration Area”; together with "Neighborhood Park Area" referred to as the "Property").

C. CITY and BSLT are working together to establish of the Ensen Park Project (formerly known as the "Carr Lake Park Project") on the Property as described in the unrecorded Memorandum of Agreement ("MOU") between the Parties dated March 19, 2024, and the unrecorded Conveyance Agreement between the Parties dated ____.

D. CITY and BSLT enter into this Easement Agreement for the purpose of BSLT’s receiving an easement for the purposes described below in this Easement Agreement over and

upon that portion of the Neighborhood Park Area referred to in this Easement Agreement as “Access Easement Area” as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

Agreement

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree that the recitals set forth above are hereby incorporated into and deemed a part of this Easement Agreement and further agree as follows:

1. Access Easement. CITY grants to BSLT, for the benefit of BSLT and its employees, contractors, agents, invitees, successors and assigns (collectively, the “BSLT Parties”) a non-exclusive easement over the Access Easement Area on the terms and conditions herein.
2. Uses. The Access Easement is a non-exclusive easement for pedestrian and vehicular access and ingress to and egress from the Restoration Area for all purposes pertaining to BSLT’s activities on and use of the Restoration Area. The Parties acknowledge that BSLT anticipates using the Restoration Area to carry out grant and permit conditions for the Ensen Park Project and related purposes on the Restoration Area including without limitation grading, construction, trenching, excavation, planting, irrigation, installation of perimeter fencing, trails, bridges, boardwalks, and signage, and related activities. Nothing in this Easement Agreement is to be construed as granting any rights to members of the general public to use or enter upon the Access Easement Area.
3. Easement Appurtenant. The Access Easement shall be appurtenant to the Restoration Area, shall run with the land for the benefit of the BSLT and shall burden the Neighborhood Park Parcel. The Access Easement is a nonexclusive easement for the use and benefit of the BSLT Parties in common with CITY and CITY’s agents, invitees, successors and assigns. The terms of this Easement Agreement shall be binding upon the Parties hereto, their successors and assigns, and upon all successor owners of the Neighborhood Park Area and the Restoration Area.
4. Attorneys Fees. If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding by the prevailing party.
5. Recording of Agreement. This Easement Agreement shall be recorded in the Official Records of Monterey County, California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Restoration Area and the Neighborhood Park Area shall be benefitted or restricted, or both, in the manner described herein.
6. Entire Agreement. This Easement Agreement, the Recitals herein and its attachments hereto, the MOU and other agreements between the Parties referenced herein, contains the entire agreement of the Parties hereto relating to the easement herein granted. Any modifications of the terms of this Easement Agreement shall be of no force and effect, excepting a subsequent

modification in writing, signed by all the then record owners of the Restoration Area and the Neighborhood Park Parcel and recorded in the Official Records of Monterey County, California.

7. Notices. All notices, demands, solicitations of consent or approval and any other communications required hereunder shall be in writing and served personally, sent by recognized overnight courier that guarantees next-day delivery, by registered, certified U.S. Mail, postage prepaid, or by email, with a copy sent by overnight courier or U.S. Mail, to the address of CITY or BSLT, as the case may be, stated below.

If to CITY:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager

With a Copy to:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Attorney

If to BSLT:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery, email or overnight courier or, in the case of delivery by first class mail, five (5) days after deposit in the U.S. Mail.

8. Authority. Each Party represents to the other that each has the full authority to perform its obligations under this Easement Agreement and that the person executing this Easement Agreement has the authority to bind it.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date and year first set forth above.

CITY:

CITY OF SALINAS, a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

BSLT:

BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Add:

Notary Acknowledgements

EXHIBIT 1 - Map

EXHIBIT 2 - Neighborhood Park Area

EXHIBIT 3 - Restoration Area

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

(ABOVE SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM RECORDER'S FEES pursuant to Government Code §6103

This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

EASEMENT FOR ACCESS AND RIGHT OF WAY AGREEMENT

THIS EASEMENT FOR ACCESS AND RIGHT OF WAY AGREEMENT (this "Easement Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between CITY OF SALINAS, a California municipal corporation and charter city ("CITY") and BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("BSLT"). CITY and BSLT are referred to collectively in this Easement Agreement as the "Parties."

Recitals

A. CITY is the owner in fee of certain real property located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "Neighborhood Park Area") and in Exhibit 3 attached hereto and incorporated herein by this reference (the "Restoration Area"; together with "Neighborhood Park Area" referred to as the "Property").

B. CITY and BSLT are working together to establish of the Ensen Park Project (formerly known as the "Carr Lake Park Project") on the Property as described in the unrecorded Memorandum of Agreement ("MOU") between the Parties dated March 19, 2024, and the unrecorded Conveyance Agreement between the Parties dated ____.

C. CITY and BSLT enter into this Easement Agreement for the purpose of BSLT's receiving an easement for the purposes described below in this Easement Agreement over and upon that portion of the Property referred to in this Easement Agreement as "Access Easement Area" shown in Exhibit 1, attached hereto and incorporated herein by this reference.

Agreement

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree that the recitals set forth above are hereby incorporated into and deemed a part of this Easement Agreement and further agree as follows:

1. Access Easement. CITY grants to BSLT, for the benefit of BSLT and its employees, contractors, agents, invitees, successors and assigns (collectively, the “BSLT Parties”) a non-exclusive easement over the Access Easement Area on the terms and conditions herein.
2. Uses. The Access Easement is a non-exclusive easement for pedestrian and vehicular access and ingress and egress over and upon the Neighborhood Park Area and the Restoration Area for all purposes pertaining to BSLT’s activities on and use of the Restoration Area. The Parties acknowledge and agree that BSLT shall have the right to use the Restoration Area and undertake activities thereon to carry out grant and permit conditions for the Ensen Park Project and related purposes on the Restoration Area including without limitation grading, construction, trenching, excavation, planting, irrigation, installation of perimeter fencing, trails, bridges, boardwalks, and signage, and related activities. Nothing in this Easement Agreement is to be construed as granting any rights to members of the general public to use or enter upon the Access Easement Area.
3. Easement In Gross. The Access Easement shall be in gross for the benefit of BSLT Parties, shall run with the land and shall burden the Property. The Access Easement is a nonexclusive easement for the use and benefit of the BSLT Parties in common with CITY and CITY’s agents, invitees, successors and assigns. The terms of this Easement Agreement shall be binding upon the Parties hereto, their successors and assigns, and upon all successor owners of the Neighborhood Park Area and the Restoration Area.
4. Attorneys Fees. If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding by the prevailing party.
5. Recordation of Agreement. This Easement Agreement shall be recorded in the Official Records of Monterey County, California, and shall serve as notice to all parties succeeding to the interest of the Parties hereto that their use of the Restoration Area and the Neighborhood Park Area shall be benefitted or restricted, or both, in the manner described herein.
6. Entire Agreement. This Easement Agreement, the Recitals herein and its attachments hereto, the MOU and other agreements between the Parties referenced herein, contains the entire agreement of the Parties hereto relating to the easement herein granted. Any modifications of the terms of this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by all the then record owners of the Restoration Area and the Neighborhood Park Parcel and recorded in the Official Records of Monterey County, California.

7. Notices. All notices, demands, solicitations of consent or approval and any other communications required hereunder shall be in writing and served personally, sent by recognized overnight courier that guarantees next-day delivery, by registered, certified U.S. Mail, postage prepaid, or by email, with a copy sent by overnight courier or U.S. Mail, to the address of CITY or BSLT, as the case may be, stated below.

If to CITY:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager

With a Copy to:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Attorney

If to BSLT:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery, email or overnight courier or, in the case of delivery by first class mail, five (5) days after deposit in the U.S. Mail.

8. Authority. Each Party represents to the other that each has the full authority to perform its obligations under this Easement Agreement and that the person executing this Easement Agreement has the authority to bind it.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date and year first set forth above.

CITY:

CITY OF SALINAS, a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

BSLT:

BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Add:

Notary Acknowledgements

EXHIBIT 1 - Map

EXHIBIT 2 - Neighborhood Park Area

EXHIBIT 3 - Restoration Area

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

(ABOVE SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM RECORDER'S FEES pursuant to Government Code §6103

This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

EASEMENT FOR WELL, WATER AND PIPELINE AGREEMENT

THIS EASEMENT FOR WELL, WATER AND PIPELINE AGREEMENT (this "Easement Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between CITY OF SALINAS, a California municipal corporation and charter city ("CITY") and BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("BSLT"). CITY and BSLT are referred to collectively in this Easement Agreement as the "Parties."

Recitals

A. CITY is the owner in fee of certain real property, located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "Neighborhood Park Area"), which property includes an existing water well.

B. BSLT is the owner in fee of certain real property located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 3 attached hereto and incorporated herein by this reference (the "Restoration Area"; together with "Neighborhood Park Area" referred to as the "Property").

C. CITY and BSLT are working together to establish the Ensen Park Project (formerly known as the "Carr Lake Park Project") on the Property as described in the unrecorded Memorandum of Agreement ("MOU") between the Parties dated March 19, 2024, and the unrecorded Conveyance Agreement between the Parties dated ____.

D. CITY and BSLT enter into this Easement Agreement for the purpose of BSLT's receiving an easement for the purposes described below in this Easement Agreement on that portion of the Neighborhood Park Area referred to in this Easement Agreement as "Well Easement Area" shown in Exhibit 1, attached hereto and incorporated herein by this reference.

Agreement

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree that the recitals set forth above are hereby incorporated into and deemed a part of this Easement Agreement and further agree as follows:

1. Well Easement. CITY grants to BSLT, for the benefit of BSLT and its employees, contractors, agents, invitees, successors and assigns (collectively, the “BSLT Parties”) a non-exclusive easement over the Well Easement Area on the terms and conditions set forth herein.
2. Use. The Easement is a nonexclusive easement to use the well and water located on the Neighborhood Park Area, and convey well water to the Restoration Area for use thereon including construction and use of heavy equipment, installation, trenching, excavation, operation, water conveyance, repair, maintenance and replacement of well, water pipelines and utilities associated therewith, including reasonable access for such purposes. The Parties acknowledge and agree that BSLT shall have the right to use the well and water to undertake activities and to carry out grant and permit conditions for the Ensen Park Project and related purposes on the Restoration Area including without limitation grading, construction, trenching, excavation, planting, irrigation, installation of perimeter fencing, trails, bridges, boardwalks, and signage, and related activities. The Easement is a nonexclusive easement for the use and benefit of the BSLT Parties in common with CITY, and CITY’s successors and assigns, provided however, the Parties agree that BSLT Parties shall have exclusive use of the water and operation of the well and water system. BSLT Parties shall have exclusive access to Well Easement Area as may be necessary or desirable during installation and construction of infrastructure. BSLT shall be responsible for operation, maintenance and repair of the well and water system at BSLT’s sole cost and expense.

Subject to groundwater rules and regulations BSLT Parties shall have the right to take and use water in any amount for farming and agricultural purposes, to carry out grant and permit conditions, and other purposes on the Restoration Area for the Ensen Park Project.

BSLT’s use of well water will not be subject to any charge. In the event that water from the well is subject to state or local groundwater regulations that include a fee, such charge will be paid by CITY.

3. Easement Appurtenant. The Easement shall be appurtenant to the Restoration Area, shall run with the land for the benefit of the BSLT Parties and shall burden the Neighborhood Park Parcel. The terms of this Easement Agreement shall be binding upon the Parties hereto, their successors and assigns, and upon all successor owners of the Neighborhood Park Area and the Restoration Area.

4. Attorneys Fees. If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding by the prevailing party.

5. Recording of Agreement. This Easement Agreement shall be recorded in the Official Records of Monterey County, California, and shall serve as notice to all parties succeeding to the

interest of the Parties hereto that their use of the Restoration Area and the Neighborhood Park Area shall be benefitted or restricted, or both, in the manner described herein.

6. Entire Agreement. This Easement Agreement, the Recitals herein, and its attachments hereto, the MOU and other agreements between the Parties referenced herein, contains the entire agreement of the Parties hereto relating to the Easement herein granted. Any modifications of the terms of this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by all the then record owners of the Restoration Area and the Neighborhood Park Parcel and recorded in the Official Records of Monterey County, California.

7. Notices. All notices, demands, solicitations of consent or approval and any other communications required hereunder shall be in writing and served personally, sent by recognized overnight courier that guarantees next-day delivery, by registered, certified U.S. Mail, postage prepaid, or by email, with a copy sent by overnight courier or U.S. Mail, to the address of CITY or BSLT, as the case may be, stated below.

If to CITY:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager

With a Copy to:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Attorney

If to BSLT:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery, email or overnight courier or, in the case of delivery by first class mail, five (5) days after deposit in the U.S. Mail.

8. Authority. Each Party represents to the other that each has the full authority to perform its obligations under this Easement Agreement and that the person executing this Easement Agreement has the authority to bind it.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date and year first set forth above.

CITY:

CITY OF SALINAS, a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

BSLT:

BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Add:

Notary Acknowledgements

EXHIBIT 1 - Map

EXHIBIT 2 - Neighborhood Park Area

EXHIBIT 3 - Restoration Area

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

(ABOVE SPACE FOR RECORDER’S USE ONLY)

EXEMPT FROM RECORDER’S FEES pursuant to Government Code §6103

This Instrument is exempt from payment of Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code, as amended.

EASEMENT FOR WELL, WATER AND PIPELINE AGREEMENT

THIS EASEMENT FOR WELL, WATER AND PIPELINE AGREEMENT (this “Easement Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between CITY OF SALINAS, a California municipal corporation and charter city (“CITY”) and BIG SUR LAND TRUST, a California nonprofit public benefit corporation (“BSLT”). CITY and BSLT are referred to collectively in this Easement Agreement as the “Parties.”

Recitals

A. CITY is the owner in fee of certain real property, located in the City of Salinas, County of Monterey, State of California, as shown on Exhibit 1 and more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the “Neighborhood Park Area”), which property includes an existing water well, and in Exhibit 3 attached hereto and incorporated herein by this reference (the “Restoration Area”; together with "Neighborhood Park Area" referred to as the "Property").

B. CITY and BSLT are working together to establish the Ensen Park Project (formerly known as the "Carr Lake Park Project") on the Property as described in the unrecorded Memorandum of Agreement ("MOU") between the Parties dated March 19, 2024, and the unrecorded Conveyance Agreement between the Parties dated ____.

C. CITY and BSLT enter into this Easement Agreement for the purpose of BSLT’s receiving an easement for the purposes described below in this Easement Agreement on that portion of the Property referred to in this Easement Agreement as “Well Easement Area” as shown in Exhibit 1, attached hereto and incorporated herein by this reference.

Agreement

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree that the recitals set forth above are hereby incorporated into and deemed a part of this Easement Agreement and further agree as follows:

1. Well Easement. CITY grants to BSLT, for the benefit of BSLT and its employees, contractors, agents, invitees, successors and assigns (collectively, the “BSLT Parties”) a non-exclusive easement over the Well Easement Area on the terms and conditions set forth herein.
2. Use. The Easement is a nonexclusive easement to use the well and water located on the Neighborhood Park Area, and convey well water to the Restoration Area for use thereon including construction and use of heavy equipment, installation, trenching, excavation, operation, water conveyance, repair, maintenance and replacement of well, water pipelines and utilities associated therewith, including reasonable access for such purposes. The Parties acknowledge and agree that BSLT shall have the right to use the well and water to undertake activities and to carry out grant and permit conditions for the Ensen Park Project and related purposes on the Restoration Area including without limitation grading, construction, trenching, excavation, planting, irrigation, installation of perimeter fencing, trails, bridges, boardwalks, and signage, and related activities. The Easement is a nonexclusive easement for the use and benefit of the BSLT Parties in common with CITY and CITY’s successors and assigns. BSLT has and will expend significant funds to carry out grant and permit conditions for the Ensen Park Project. CITY will be responsible for the maintenance and repair of the well and water system at CITY’s sole cost and expense.

Subject to groundwater rules and regulations BSLT Parties shall have the right to take and use water in any amount to carry out grant and permit conditions, and other purposes on the Restoration Area for the Ensen Park Project.

BSLT’s use of well water will not be subject to any charge. In the event that water from the well is subject to state or local groundwater regulations that include a fee, such charge will be paid by CITY.

3. Easement In Gross. The Easement shall be in gross for the benefit of the BSLT Parties, shall run with the land and shall burden the Property. The terms of this Easement Agreement shall be binding upon the Parties hereto, their successors and assigns, and upon all successor owners of the Property.
4. Attorneys Fees. If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys’ fees, costs and expenses incurred in the action or proceeding by the prevailing party.
5. Recordation of Agreement. This Easement Agreement shall be recorded in the Official Records of Monterey County, California, and shall serve as notice to all parties succeeding to the

interest of the Parties hereto that their use of the Restoration Area and the Neighborhood Park Area shall be benefitted or restricted, or both, in the manner described herein.

6. Entire Agreement. This Easement Agreement, the Recitals herein and its attachments hereto, the MOU and other agreements between the Parties referenced herein, contains the entire agreement of the Parties hereto relating to the Easement herein granted. Any modifications of the terms of this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by all the then record owners of the Restoration Area and the Neighborhood Park Parcel and recorded in the Official Records of Monterey County, California.

7. Notices. All notices, demands, solicitations of consent or approval and any other communications required hereunder shall be in writing and served personally, sent by recognized overnight courier that guarantees next-day delivery, by registered, certified U.S. Mail, postage prepaid, or by email, with a copy sent by overnight courier or U.S. Mail, to the address of CITY or BSLT, as the case may be, stated below.

If to CITY:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Manager

With a Copy to:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: City Attorney

If to BSLT:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942
Attn: Jeannette Tuitele-Lewis,
President/CEO

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery, email or overnight courier or, in the case of delivery by first class mail, five (5) days after deposit in the U.S. Mail.

8. Authority. Each Party represents to the other that each has the full authority to perform its obligations under this Easement Agreement and that the person executing this Easement Agreement has the authority to bind it.

[Signatures appear on the following pages.]

DRAFT Exhibit G –2 Form of Well Easement

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective as of the date and year first set forth above.

CITY:

CITY OF SALINAS, a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

BSLT:

BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Add:

Notary Acknowledgements

EXHIBIT 1 - Map

EXHIBIT 2 - Neighborhood Park Area

EXHIBIT 3 - Restoration Area

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Salinas
Community Development Department
Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901

No fee for recording pursuant to
Government Code §27383

Space Above This Line for Recorder's Use Only

A.P.N.: 153721070000

Escrow No.:

**NOTICE AND DECLARATION OF
DEED RESTRICTION FOR INCLUSIONARY HOUSING**

This Notice and Declaration of Deed Restriction for Inclusionary Housing ("Notice and Declaration") is made this _____ day of _____, 20____, by the City of Salinas, a California municipal corporation and charter city (hereinafter "City").

Recitals

- A. The City is the legal owner of the fee interest in real property ("Property") in the County of Monterey, State of California more particularly described in Exhibit A attached and incorporated by reference, , which Property was acquired by City in connection with the Ensen Park Project (formerly known as the Carr Lake Park Project) under grant deed recorded concurrently with this Notice and Declaration.
- B. The Property contains the Neighborhood Park portion of Ensen Park, and a single-family residence with an address at 618 Sherwood Drive, Salinas CA (the "Residence").
- C. The Property is subject to certain encumbrances of record including without limitation an Irrevocable Offer to Dedicate Title In Fee and Declaration of Restrictive Covenants recorded as Document No. 2017004454 on January 25, 2017 in the Official Records of Monterey County ("Offer to Dedicate") required by the California State Coastal Conservancy ("Conservancy") grant program under Division 21 of the California Public Resources Code, restricting the use of the Property as set forth in said Offer to Dedicate, and as thereafter amended to allow use of the Residence for inclusionary housing.
- D. Conservancy requires this Notice and Declaration to be recorded as a condition of the residential use of the Residence.

THE CITY HEREBY PROVIDES NOTICE AND DECLARES that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the terms of the

Offer to Dedicate, as amended, which terms are incorporated herein by this reference, and that the Residence shall be subject to the following:

THIS PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS DESIGNED TO ASSURE AFFORDABLE HOUSING FOR MODERATE INCOME HOUSEHOLDS EARNING NO GREATER THAN 120% OF THE AREA MEDIAN INCOME EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 2 BELOW. IN ORDER TO ASSURE THE AFFORDABILITY OF THE HOUSING BEING CREATED BY THIS DECLARATION, THESE COVENANTS, CONDITIONS AND RESTRICTIONS REGULATE THE BELOW MARKET VALUE OF SPECIFIED UNITS AND RESTRICT THE SALE AND OCCUPANCY THEREOF. THESE RESTRICTIONS ARE BINDING UPON PURCHASERS, ENCUMBRANCERS, AND THEIR SUCCESSORS AND ASSIGNS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHOULD BE CAREFULLY READ AND FULLY UNDERSTOOD BEFORE PURCHASING OR ENCUMBERING THE PROPERTY, AS THE SALE OR OCCUPANCY OF THE UNITS IN VIOLATION OF THE PROVISIONS HEREIN MAY CAUSE LEGAL ACTION TO BE TAKEN BY THE CITY OF SALINAS TO ENFORCE THE PROVISIONS AGAINST THE VIOLATOR AND SUBJECT THE VIOLATOR TO THE PAYMENT OF ATTORNEYS FEES AND COSTS OF SUCH ENFORCEMENT.

Section 1. Definitions.

1.1 Moderate Income: Moderate Income households have an income no greater than 120% of Area Median Income. Units affordable to Moderate Income households have a maximum rent that does not exceed 30% of 110% of the Area Median Income as adjusted for household size, including a utility allowance as determined by the City.

1.2 Workforce Income: Workforce Income households have an income no greater than 160% of Area Median Income. Units affordable to Workforce Income households have a maximum rent that does not exceed 30% of 150% of the Area Median Income as adjusted for household size, including a utility allowance as determined by the City.

Section 2. Exception.

The tenant/household currently residing in the Residence on the date of this Notice and Declaration meets the definition of a Workforce Income household. Should the household income of the current tenants increase after initial occupancy following the date of this Notice and Declaration, so as to exceed 160% of Area Median Income, the rent may be increased by the Owner/Landlord to market rate rent. However, when the existing tenant/household leaves the unit, the unit shall be rented to a tenant/household that does not exceed the Moderate-Income household requirements.

Section 3. Inclusionary Housing Resale Deed Restriction Agreement.

Upon any transfer of interest or title in all or a portion of the Property containing the Residence, City will implement or require the execution and recordation of an Inclusionary Housing Resale Deed Restriction Agreement or similar instrument in accordance with City Inclusionary Housing ordinance or policy then in effect.

Section 4. Parcel Adjustment. City may seek adjustment of parcel boundary lines to create a residential parcel containing the Residence separate from Ensen Park. Any such parcel boundary adjustment wherein City owns fee title to the resulting parcels shall not be deemed a transfer of interest or title in all or a portion of the Property containing the Residence as referenced in Section 3. Following the creation of such residential parcel this Notice and Declaration may be re-recorded to limit applicability of this instrument to said residential parcel containing the Residence, rather than the entire Property.

Section 5. Noticing Requirements

All notices to City shall be personally delivered or sent by certified mail.

Notice to the City shall be addressed to the Planning Manager, City of Salinas, 65 W. Alisal Street (2nd Floor), Salinas, CA 93901.

Section 6. Order of Precedence. In the event of any conflict or inconsistency between or among the Offer to Dedicate, as amended, and this Notice and Declaration or applicable City inclusionary housing ordinance then the terms and conditions of the Offer to Dedicate, as amended shall prevail.

Section 7. Term of Restriction

The terms and conditions set forth in this Notice and Declaration shall run with and burden the Residence and Property and shall be made part of each deed subsequently recorded and shall bind each successor in interest. All obligations, terms, conditions, and restrictions imposed by this Notice and Declaration shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the Residence and Property from the date of recordation of this document, and shall bind City and all its successors, heirs, grantees and assigns, both voluntary and involuntary. This Notice and Declaration shall benefit the State of California.

Section 8. Severability

If any one or more of the provisions contained in this Notice and Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Notice and Declaration, and this Notice and Declaration shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 9. Amendment. No change in this Notice and Declaration shall be valid unless made in writing, signed by City and Conservancy, and recorded in the official records of Monterey County.

The City executes this document on the date first written above.

CITY OF SALINAS:

BY: _____
City Manager

Date

APPROVED AS TO FORM:

BY: _____
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who 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.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is effective as of _____, 20____, by and between Big Sur Land Trust, a California nonprofit public benefit corporation (“**Assignor**”), and City Of Salinas, a California charter city and municipal corporation (“**Assignee**”), with reference to the following facts:

A. Assignor, as lessor, has entered into the lease attached as Exhibit A (the “**Lease**”) covering certain premises located upon that certain parcel of real property situated in the City of Salinas, County of Monterey, State of California, associated with the following address: 618 Sherwood Drive, Salinas CA.

B. In connection with the Lease Assignor has received a security deposit totaling \$_____ and prepaid rents from the tenants under the Lease totaling \$_____. Accordingly, a total of \$_____ will be conveyed by Assignor to Assignee via escrow under the Conveyance Agreement (the “**Prepaid Rent and Security Deposits**”) assuming the close of escrow occurs on _____; a later agreed closing may require recalculation.

C. Pursuant to the terms of that certain Conveyance Agreement entered into by Assignor, as seller, and Assignee, as buyer (the “**Conveyance Agreement**”), Assignor and Assignee now desire that Assignor assign and transfer to Assignee all of Assignor’s interest as lessor in the Lease and Prepaid Rent and Security Deposit, subject to the rentals, terms, covenants, obligations, easements, and restrictions set forth therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinbelow set forth, it is agreed:

1. Effective as of the Phase One Closing under the Conveyance Agreement (as defined in said agreement) Assignor assigns and transfers to Assignee, all of Assignor’s right, title, and interest as lessor accruing after the Phase One Closing in and to the Lease and Prepaid Rent and Security Deposit, subject to the terms set forth in the Lease.

2. Effective as of said Phase One Closing Assignee hereby accepts the assignment of the Lease and Prepaid Rent and Security Deposit described in Section 1 above and shall be entitled to all rights and benefits accruing to the lessor thereunder. Assignee hereby assumes all obligations thereunder accruing after the Phase One Closing and agrees to be bound by the terms of each of the Lease, from and after the Phase One Closing.

3. Assignor hereby agrees to indemnify and hold harmless Assignee from any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys’ fees) that Assignee incurs under the Lease, and from any and all claims and demands whatsoever that are asserted against Assignee by reason of any alleged obligation or undertaking or failure to perform or discharge any of the terms, covenants or agreements contained therein, arising before the Phase One Closing.

4. Assignee hereby agrees to indemnify and hold harmless Assignor from any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) that Assignor incurs under the Lease, and from any and all claims and demands whatsoever that are asserted against Assignor by reason of any alleged obligation or undertaking or failure to perform or discharge any of the terms, covenants or agreements contained therein, arising on or after the Phase One Closing.

5. Assignor agrees to deliver to tenant any notice required by law (with a copy to Assignee) to inform such tenant that Assignor has transferred its interest in the Prepaid Rent and Security Deposit and the Lease to Assignee as of the date hereof. Such notice will direct each tenant to mail subsequent payments of rent to the following address:

City of Salinas

X

X

Attn: _____

6. The provisions of this instrument shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. This Assignment and Assumption may be executed in counterparts that taken together shall constitute one and the same instrument.

8. If any legal action is brought by either Assignor or Assignee to enforce any provision of this Assignment and Assumption of Lease or is based upon any matter arising out of or related in any way to this Assignment and Assumption of Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, court costs and all expenses of litigation, whether or not authorized by statute as costs, in such amounts as will be allowed by the court.

9. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases as of the date set forth above.

ASSIGNOR

Big Sur Land Trust,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

City Of Salinas,
a California charter city and municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION OF LEASE

Lease

[*to be attached*]

EXHIBIT J: AGREEMENT TO AMEND AND RESTATE
RIGHT OF WAY EASEMENT

AGREEMENT TO AMEND AND RESTATE RIGHT OF WAY EASEMENT

This Agreement To Amend Right Of Way Easement ("**Agreement**") is entered into as of October 30, 2024 ("**Effective Date**"), between Steve Tibbs, Successor Trustee under the Higashi Irrevocable Trust 1980 ("**HIGASHI**"), and **BIG SUR LAND TRUST**, a California nonprofit public benefit corporation ("**BSLT**").

RECITALS

- A. HIGASHI owns certain real property described in Exhibit A attached and incorporated by this reference (the "**Higashi Property**").
- B. BIG SUR LAND TRUST, a California nonprofit public benefit corporation owns certain real property described in Exhibit B attached and incorporated by this reference (the "**BSLT Property**").
- C. HIGASHI holds certain easement rights for right of way purposes over and upon BSLT Property which are appurtenant to Higashi Property as described in the Deed recorded February 6, 1939, in Book 606, Page 20, and as described in the Grant Deed recorded August 4, 1961, in Book 2171, Page 51, (together the "**Original Easement**") the location of which is depicted in Exhibit C attached and incorporated herein by reference.
- D. BSLT is creating a community park and open space for public use on BSLT Property ("Park Project") and in order to facilitate the Park Project and Higashi's continued enjoyment of a right of way over BSLT Property BSLT desires to amend and relocate the right of way granted by the Original Easement ("**Amended Easement**") as depicted in Exhibit C under the same terms and conditions as the Original Easement.
- E. The Park Project is being funded by several State of California grant funding entities who require documentation of this agreement. BSLT and Higashi wish to memorialize and document their agreement to amend the Original Easement and that the Amended Easement will be implemented in a timely manner to allow the Park Project to move forward.

AGREEMENT

NOW THEREFORE, the Parties agree that for and in consideration of the mutual covenants and promises contained in this Agreement, and in the instruments described herein, and upon the satisfaction of the terms and conditions set forth below the parties will execute and record an amended easement deed ("**Amended Easement Deed**") duly executed by BSLT and HIGASHI substantially in the form attached as Exhibit D and a quitclaim deed as to HIGASHI's interest in the Original Easement ("**Quitclaim Deed**") duly executed by HIGASHI substantially in the form attached as Exhibit E.

1. **Execution and Recording.** The Amended Easement Deed and the Quitclaim Deed will be duly executed by the parties and recorded in the Official Records of Monterey County promptly following the satisfaction of all of the following conditions:

- a. A legal description of the Amended Easement has been prepared by a surveyor and approved by both parties in writing.

b. The Hospital Creek Crossing portion of the Amended Easement depicted in Exhibit C has been constructed across Hospital Creek that meets the weight and width specifications for agricultural machinery provided by Higashi to BSLT during BSLT's Park Project planning process, as follows: minimum crossing width 20 feet, no guardrails, maximum slope approximately 4%, loading capacity at least 40,000 pounds.

c. The Amended Easement roadway has been graded or otherwise improved as reasonably necessary for HIGASHI to enjoy the continued use of the right of way.

2. **Costs and Expenses.** BSLT will pay the costs of surveying the Amended Easement, the construction of the Hospital Creek Crossing, and recording fees.

3. **Notices.** All notices, claims, demands or other communications under this Agreement (each such, a "notice") shall be in writing delivered by hand, email, commercial express courier service, or by registered or certified mail, postage prepaid, to the parties at the addresses set forth below or such other addresses as the parties may designate by notice. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by registered or certified mail shall be deemed given upon mailing. Notices transmitted by email, shall be deemed given when transmitted.

Higashi:

Higashi Irrevocable Trust 1980
6 Quail Run Circle, Suite 201
Salinas, CA 93907
calelectric@comcast.net
ken@higashifarms.com
shari@higashifarms.com

Big Sur Land Trust:

Big Sur Land Trust
P.O. Box 4071
Monterey CA 93942

4. **Legal Costs; Indemnity.** If any legal action is brought by any party to enforce any provision of this Agreement, or is based upon any matter arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party(ies) reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

5. **Assignment.** Neither party may assign their rights or delegate their obligations hereunder without the express written consent of the other party.

6. **Interpretation.** This Agreement shall be interpreted, governed by and construed according to the laws of California.

7. **Severability.** Should any provision of this Agreement be void or become unenforceable, the remaining provisions shall remain in full force and effect and shall not in any way be impaired.

8. **Recitals and Headings.** All recitals in this Agreement shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Headings relating to the contents of particular sections are inserted for reference and are not to be construed as parts of the sections to which they refer.

9. **Entire Agreement; Amendment.** This Agreement, together with the referenced Exhibits, contains the entire agreement between the parties pertaining to the subject matter contained

herein, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

10. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

11. **Exhibits and Recitals.** All exhibits attached to this Agreement are incorporated herein by this reference. All recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

Higashi Irrevocable Trust 1980

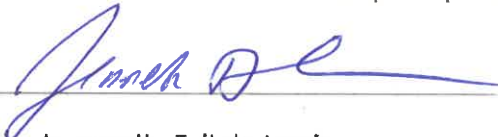
By: 

Name: Steve Tibbs

Title: Successor Trustee under the Higashi Irrevocable Trust 1980

Date: 10/29/24

Big Sur Land Trust, a California nonprofit public benefit corporation

By: 

Name: Jeannette Tuitele-Lewis

Title: President and CEO

Date: 10/30/24

EXHIBIT A

Legal Description of Higashi Property

Attached

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

PARCEL A:

PARCEL I:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO EL SAUSAL, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PART OF THAT CERTAIN 174.60 ACRE TRACT CONVEYED BY ALBERT C. AIKEN, ET AL TO JESSIE A. BRYAN, ET AL, BY DEED DATED APRIL 17, 1926, RECORDED APRIL 27, 1926, IN VOLUME 84 OF OFFICIAL RECORDS, AT PAGE 9 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A 4 X 4 SURVEY STAKE, POST MARKED 35-1 STANDING ON THE SOUTHEAST SIDE OF THE SALINAS-NATIVIDAD COUNTY ROAD, AT THE MOST NORTHERN CORNER OF THE SAID 174.60 ACRE TRACT, AND AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 62.639 ACRE TRACT CONVEYED BY EUGENE SHERWOOD TO THE COUNTY OF MONTEREY BY DEED DATED SEPTEMBER 2, 1885, RECORDED IN VOLUME 10 OF DEEDS, AT PAGE 332, THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHEASTERN SIDE OF THE SAID 174.60 ACRE TRACT AND THE SOUTHWESTERN SIDE OF SAID 62.639 ACRE TRACT

(1) SOUTH 43° 4' EAST, AT 2749.2 FEET, FENCE CORNER ON THE NORTH SIDE OF DRAINAGE DITCH, THENCE ALONG SOUTHWESTERLY SIDE OF A 119.94 ACRE TRACT CONVEYED BY EUGENE SHERWOOD TO STANLEY SHERWOOD BY DEED DATED DECEMBER 9, 1901, SAID DEED BEING RECORDED IN VOLUME 69 OF DEEDS AT PAGE 74 THEREIN, MONTEREY COUNTY RECORDS, AT 4574 FEET THE CENTERLINE OF RECLAMATION DISTRICT NO. 1665, NATIVIDAD CREEK LATERAL DRAINAGE CANAL AND 30 FOOT RIGHT OF WAY (BEARING OF SAID CANAL BEING SOUTH 54° WEST) 4811 FEET TO A 4 X 4 POST MARKED LOT B, LOT C, LGH, STANDING IN MARSH AT THE SOUTHEASTERLY CORNER OF THE SAID 174.60 ACRE TRACT, THENCE ALONG THE SOUTHEAST SIDE OF SAID 174.60 ACRE TRACT

(2) SOUTH 63° 38, WEST, 1117.6 FEET, AT 697.6 FEET THE CENTER AND ANGLE POINT OF CENTERLINE OF NATIVIDAD LATERAL DRAINAGE CANAL OF RECLAMATION DISTRICT NO. 1665, AND ALONG SAME, 1117.6 FEET TO STATION IN SAID CANAL, AT A SOUTHWEST CORNER OF SAID 174.60 ACRE TRACT, AND THE MOST EASTERN CORNER OF THAT CERTAIN 163.58 ACRE TRACT CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZNO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928, RECORDED JANUARY 14, 1929 IN VOLUME 174 OFFICIAL RECORDS AT PAGE 468 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, THENCE ALONG THE BOUNDARY OF SAID 163.58 ACRE TRACT, WITH THE FOLLOWING 5 COURSES AND DISTANCES

(3) NORTH 43° WEST 2407.2 FEET, AT 1010 FEET, EDGE OF MARSH LAND AND BOTTOM LAND, AT 1250.4 FEET A 4 X 4 POST MARKED C. D., LINE, HDP., STANDING ON SHOULDER OF UPLAND AT 2371.6 FEET A 4 X 4 POST MARKED C, D, R1, HDP, STANDING AT THE WESTERLY END AND TERMINUS OF A 30 FOOT RIGHT OF WAY FOR ROAD PURPOSES, LEADING FROM THE NATIVIDAD ROAD TO THIS POINT, 2407.2 FEET TO A 2 INCH GALVANIZED IRON PIPE 4 FEET

LONG, STANDING IN THE CENTERLINE OF THE GABILAN CREEK LATERAL DRAINAGE DITCH AND 30 FOOT RIGHT OF WAY OF RECLAMATION DISTRICT NO. 1665; THENCE FOLLOWING THE CENTERLINE OF SAID DRAINAGE DITCH AND RIGHT OF WAY, DOWN STREAM;

(4) SOUTH 78° 5 1' WEST, 163.5 FEET TO A 2 INCH GALVANIZED IRON PIPE, 4 FEET LONG, THENCE

(5) SOUTH 71° 45' WEST, 701.5 FEET TO A 2 INCH GALVANIZED IRON PIPE, 4 FEET LONG, THENCE

(6) SOUTH 71° 50' WEST, 547.9 FEET TO STATION; THENCE

(7) SOUTH 73° 12' WEST, 260.7 FEET TO STATION AT A CORNER OF THAT CERTAIN 22.30 ACRE TRACT CONVEYED BY FLORIDA C. COOK AND STERLING D. CARR TO TOSHI HANAZONO BY DEED DATED FEBRUARY 4, 1939, RECORDED FEBRUARY 6, 1939, IN VOLUME 604 OFFICIAL RECORDS AT PAGE 301 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA, THENCE LEAVE GABILAN CREEK DRAINAGE CANAL AND ALONG THE BOUNDARY OF SAID 22.30 ACRE TRACT IN A PRIVATE DRAINAGE DITCH

(8) NORTH 75° 5' WEST, 8.1 FEET TO STATION; THENCE

(9) NORTH 15° 3' EAST, 1553.1 FEET, AT 1386 FEET ANGLE POINT IN SAID PRIVATE DRAINAGE DITCH, TO THE RIGHT, AND LEAVE SAME AT 1401.1 FEET A 4 X 4 SURVEY POST MARKED C, H, STANDING ON LINE; 1553.1 FEET TO A 4 X 4 SURVEY POST MARKED C, H, STANDING IN FENCE ON THE SOUTHEAST SIDE OF THAT CERTAIN 5.534 ACRE TRACT CONVEYED BY JESSIE R. BRYAN ET AL, TO R. A. STUMP AND MAUDE J. STUMP, BY DEED DATED MARCH 18, 1932, RECORDED MARCH 27, 1931 IN VOLUME 287 OFFICIAL RECORDS, AT PAGE 93 THEREIN, MONTEREY COUNTY RECORDS, CALIFORNIA LEAVE THE HANAZONO 22.30 ACRE TRACT AND ALONG THE SAID STUMP 5.534 ACRE TRACT, WITH THE FOLLOWING 6 COURSES AND DISTANCES,

(10) NORTH 52° 24' EAST, 74.4 FEET TO AN IRON PIPE AND 4 X 4 SURVEY POST MARKED L5, C, HDP, THENCE

(11) NORTH 66° 47' EAST, 230.35 FEET TO AN IRON PIPE AND 4 X 4 SURVEY POST MARKED L6, HDP, THENCE

(12) NORTH 40° 42' EAST, 98.77 FEET TO AN IRON PIPE AND 4 X 4 SURVEY POST MARKED L7, HDP, THENCE

(13) NORTH 21° EAST, 204.29 FEET TO AN IRON PIPE AND 4 X 4 SURVEY POST MARKED L8, HDP, THENCE

(14) NORTH 40° 42' EAST, 111.97 FEET TO AN IRON PIPE AND 4 X 4 SURVEY POST MARKED L9, C, HDP, THENCE

(15) NORTH 50° 54' WEST, 151.5 FEET TO A 4 X 4 SURVEY POST MARKED 30-34, LGH, STANDING AT THE MOST EASTERN CORNER OF THE MONTEREY COUNTY CEMETERY, LEAVE SAID STUMP 5.534 ACRE TRACT AND ALONG THE NORTHEAST SIDE OF MONTEREY COUNTY CEMETERY;

(16) NORTH 50° 51' WEST 266 FEET TO A 4 X 4 SURVEY POST MARKED 34, 35, LGH, STANDING AT THE MOST NORTHERLY CORNER OF THE MONTEREY COUNTY CEMETERY, ON THE SOUTHEAST SIDE OF THE SALINAS-NATIVIDAD ROAD, AND THENCE ALONG THE SOUTHEAST

SIDE OF SAID ROAD

(17) NORTH 38° 55' EAST, 638.2 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO OBLIGATIONS OF AND TO RECLAMATION DISTRICT NO. 1665; ALSO, EXISTING EASEMENTS FOR ROAD, DITCHES, CANALS AND POLE LINES, THE FOLLOWING EASEMENTS, TO WIT:

(A) THE FREE AND UNOBSTRUCTED USE, AS A ROAD RIGHT OF WAY, OF A STRIP OF LAND 30 FEET IN WIDTH ALONG OR NEAR TO NORTHEAST LINE OF THE 55.85 ACRE TRACT OF LAND IN THE RANCHO EL SAUSAL, MONTEREY COUNTY, CALIFORNIA, ACQUIRED BY TOSKI HANAZONO, BY DEED DATED APRIL 25, 1934 OF RECORD IN VOLUME 395 OFFICIAL RECORDS, PAGE 110, MONTEREY COUNTY RECORDS, AND AS NOW EXISTS AND IN USE, EXTENDING FROM THE SOUTHEAST LINE OF CALIFORNIA AVENUE, TO CENTER LINE OF GABILAN CREEK DRAINAGE CANAL; ALSO GRANTING A LIKE ROAD RIGHT OF WAY 40 FEET IN A NORTHEASTERLY DIRECTION CROSSING A PRIVATE DRAINAGE CANAL TO AND CONNECTING WITH A 40 FOOT RIGHT OF WAY, AS CREATED IN A DEED FROM FLORIDA C. COOK, ET AL, TO TOSHI HANAZONO, DATED FEBRUARY 4, 1939 AND RECORDED FEBRUARY 6, 1939 IN VOLUME 604 OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 301.

(B) A RIGHT OF WAY FOR ROAD PURPOSES 40 FEET IN WIDTH, TO BE USED JOINTLY BY THE OWNERS OF THAT CERTAIN 22.30 ACRE TRACT OF LAND DESCRIBED IN DEED FROM FLORIDA C. COOK, ET AL, TO TOSHI HANAZONO DATED FEBRUARY 4, 1939 AND RECORDED FEBRUARY 6, 1939 IN VOLUME 604 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 301, THEIR HEIRS AND ASSIGNS AND THE OWNERS OF THAT CERTAIN 135.95 ACRE TRACT HEREINABOVE DESCRIBED, THEIR HEIRS AND ASSIGNS, ALONG THE PRESENT TRAVELED ROAD, ON THE NORTHEASTERN SIDE OF THE GABILAN CREEK LATERAL DRAINAGE DITCH OF RECLAMATION DISTRICT NO. 1665, AND ADJOINING SAID DITCH, NORTHWEST OF COURSES AND DISTANCES NOS. 5 AND 6 OF THE ABOVE MENTIONED 22.30 ACRE TRACT, TO WIT:

NO. 5, N. 25° 25' E., 155 FEET AND NO. 6, N. 75° 5' W., 8.1 FEET, AND SO AS TO PROVIDE CONTINUOUS INGRESS AND EGRESS FROM THE SAID 135.95 ACRE TRACT ABOVE DESCRIBED TO THE PRIVATE ROAD RIGHT OF WAY, 20 FEET WIDE, WHICH EXTENDS ALONG THE CANAL BANKS, SOUTHWESTERLY OF COURSES AND DISTANCES NOS. 2 TO 4 INCLUSIVE, OF THE ABOVE MENTIONED 22.30 ACRE TRACT, WHICH SAID PRIVATE ROAD RIGHT OF WAY EXTENDS NEAR THE NORTHEASTERN BOUNDARY OF THAT CERTAIN 55.85 ACRE TRACT CONVEYED BY SHIZUO IKEDA, ET AL TO TOSHI HANAZONO BY DEED OF RECORD IN VOLUME 395 OFFICIAL RECORDS, AT PAGE 110 THEREIN, MONTEREY COUNTY RECORDS.

(C) A RIGHT OF WAY FOR ROAD PURPOSES TO BE USED JOINTLY AND IN COMMON WITH OTHER OWNERS OF THAT CERTAIN 163.58 ACRE TRACT CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZUO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928 AND RECORDED JANUARY 14, 1929 IN VOLUME 174, OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 468, OVER A STRIP OF LAND 20 FEET WIDE OR AS NEAR THERETO AS MAY BE PRACTICAL ALONG THE PRESENT TRAVELED ROAD, WHICH FOLLOWS THE SOUTHERLY SIDES OF THE DRAINAGE DITCHES, AND EXTENDS FROM THE MOST NORTHERN CORNER OF THE SAID IKEDA 163.58 ACRE TRACT TO CALIFORNIA AVENUE, ALONG THE SOUTHERLY AND SOUTHWESTERLY SIDES OF COURSES AND DISTANCES NOS. 8 TO 15, BOTH INCLUSIVE OF THE SURVEY AND DESCRIPTION OF THE SAID IKEDA 163.58 ACRE TRACT.

(D) A RIGHT OF WAY FOR ROAD PURPOSES OVER A STRIP OF LAND 20 FEET WIDE LYING SOUTHWESTERLY OF AND CONTIGUOUS TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEASTERLY CORNER OF THAT CERTAIN 19.55 ACRE TRACT

DESCRIBED IN PARCEL 1 OF THE DEED FROM GEORGE TORU HIGASHI TO SHIRO HIGASHI, DATED JANUARY 4, 1960, AND RECORDED JANUARY 8, 1960, IN VOLUME 2019 AT PAGE 157, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHEASTERLY BOUNDARY OF SAID 19.55 ACRE TRACT S. 43° E., 300 FEET TO A POINT FROM WHICH THE SOUTHEASTERLY CORNER OF SAID 19.55 ACRE TRACT BEARS S. 43° E., 375 FEET DISTANT;

EXCEPTING FROM PARCEL I ABOVE THE FOLLOWING:

(A) DEED FROM JAMES T. PANZIERA, ET EL, TO COUNTY OF MONTEREY, DATED MAY 31, 1950 AND RECORDED JUNE 12, 1950 IN VOLUME 1223 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 157.

(B) DEED FROM JAMES T. PANZIERA, ET AL, TO AGOSTINA BLANCO, DATED MAY 31, 1950 AND RECORDED JUNE 12, 1950 IN VOLUME 1223 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 163.

PARCEL II:

A PORTION OF THE RANCHO EL SAUSAL AND BEING A PART OF THAT CERTAIN 4.142 ACRE TRACT OF LAND CONVEYED BY R. A. STUMP TO AGOSTINA BIANCO BY DEED DATED APRIL 5, 1938 RECORDED IN VOLUME 568 OF OFFICIAL RECORDS AT PAGE 358, RECORDS OF MONTEREY COUNTY, CALIFORNIA PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 4" X 4" POST MARKED "L7-H.D.P." STANDING IN THE SOUTHERLY LINE OF SAID 4.142 ACRE TRACT OF LAND, AND RUNNING THENCE ALONG SAID SOUTHERLY LINE

(1) N. 21° E., 204.29 FEET TO A 4" X 4" POST MARKED "L8-H.D.P."; THENCE

(2) N. 40° 52' E., 111.97 FEET TO A 4" X 4" POST MARKED "L9-H-D-P."; THENCE ALONG THE EASTERLY LINE OF SAID 4.12 ACRE TRACT

(3) N. 50° 54' W., 126.50 FEET TO A POINT FROM WHICH A 4" X 4" POST MARKED "33-34," L.G.H.", STANDING IN THE SOUTHEASTERLY COMER OF THE MONTEREY COUNTY CEMETERY LOT, BEARS N. 50° 54' W., 25.00 FEET DISTANT; THENCE LEAVE EASTERLY LINE OF SAID TRACT,

(4) S. 38° 45' W., 300.00 FEET; THENCE

(5) S. 48° 54' 50" E., 183.29 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM PARCELS I AND II ABOVE THE FOLLOWING:

(A) DEED FROM JAMES T. PANZIERA, ET AL, TO COUNTY OF MONTEREY, DATED FEBRUARY 3, 1961 AND RECORDED FEBRUARY 7, 1961 IN VOLUME 2120 OF OFFICIAL RECORDS OF MONTEREY COUNTY, AT PAGE 306.

(B) DEED FROM ARTHUR G. PANZIERA, ET AL, TO COUNTY OF MONTEREY, DATED JANUARY 16, 1956, AND RECORDED FEBRUARY 17, 1956 IN VOLUME 1679 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 148.

(C) DEED FROM JAMES T. PANZIERA, TO COUNTY OF MONTEREY, RECORDED APRIL 16, 1976 IN REEL 1047, PAGE 604, OFFICIAL RECORDS.

PARCEL III:

ALL THAT REAL PROPERTY SITUATE IN RANCHO EL SAUSAL IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND SHOWN AND DESIGNATED AS THE COUNTY CEMETERY ON THE "PARTITION MAP NO. 2 SHOWING PORTIONS OF THE SAUSAL AND EL ALISAL RANCHOS", FILED IN VOLUME 1 OF SURVEYS AT PAGE 70, RECORDS OF MONTEREY COUNTY, CALIFORNIA AND ALSO BEING A PORTION OF THAT CERTAIN 1.05 ACRE PARCEL CONVEYED BY AGOSTINA BLANCO, ET UX, TO MONTEREY COUNTY BY DEED DATED MAY 29, 1950, AND RECORDED IN VOLUME 1223 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 155, AND ALSO BEING A PORTION OF THAT CERTAIN 0.47 ACRE PARCEL CONVEYED BY JAMES T. PANZIERA, ET AL, TO MONTEREY COUNTY BY DEED DATED MAY 31, 1950 AND RECORDED IN VOLUME 1223 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 157, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN 0.1803 ACRE PARCEL OF LAND CONVEYED BY THE COUNTY OF MONTEREY TO SALINAS, A MUNICIPAL CORPORATION, BY DEED DATED FEBRUARY 13, 1973, AND RECORDED IN REEL 868 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 619; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THE AFORESAID COUNTY CEMETERY.

(1) S. 50° 22' E., 190.62 FEET TO THE CORNER "31 - 32" AS SHOWN ON THE AFORESAID PARTITION MAP; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF THE AFORESAID 1.05 ACRE AND 0.47 ACRE PARCELS

(2) S. 50° 43' E., 323.14 FEET TO THE MOST SOUTHERLY CORNER OF SAID 0.47 ACRE PARCEL; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE AFORESAID 0.47 ACRE PARCEL

(3) N. 63° 09' 30" E., 44.93 FEET; THENCE

(4) N. 63° 43' 50" E., 100.21 FEET; THENCE

(5) N. 66° 52' 40" E., 86.77 FEET; AT 64.56 FEET THE MOST EASTERLY CORNER OF SAID 0.47 ACRE PARCEL AND THE MOST SOUTHERLY CORNER OF THAT CERTAIN 0.151 ACRE PARCEL CONVEYED BY JAMES T. PANZIERA, ET AL, TO MONTEREY COUNTY BY DEED DATED FEBRUARY 3, 1961, AND RECORDED IN VOLUME 2120 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 306, 86.77 FEET TO THE MOST EASTERLY CORNER OF SAID 0.151 ACRE PARCEL; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID 0.151 ACRE PARCEL

(6) N. 48° 54' 50" W., 26.66 FEET TO A POINT ON SAID NORTHEASTERLY BOUNDARY; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY

(7) S. 66° 52' 40" W., 75.83 FEET, THENCE

(8) S. 63° 43' 50" W., 98.34 FEET, THENCE TANGENTIALLY CURVING

(9) NORTHWESTERLY ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT (THE CENTER OF SAID CURVE BEARS N. 26° 16' 10" W., 50.00 FEET) THROUGH A CENTRAL ANGLE OF 65° 33' 10" FOR AN ARC DISTANCE OF 57.21 FEET; THENCE LEAVING SAID CURVE

(10) N. 50° 43' W., 276.93 FEET; THENCE

(11) N. 50° 22' W., 185.59 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF

THE AFORESAID 0.1803 ACRE PARCEL OF LAND; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY

(12) S. 46° 39' 30" W., 24.18 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL I:

A PORTION OF RANCHO EL SAUSAL, BEING PART OF THAT CERTAIN 163.58 ACRE TRACT CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZUO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928, RECORDED JANUARY 14, 1929, IN BOOK 174 OF OFFICIAL RECORDS AT PAGE 468, MONTEREY COUNTY RECORDS, AND BEING A PORTION OF LOT C, AS SHOWN ON THE MAP ENTITLED, "PARTITION MAP NO. 2 SHOWING PORTIONS OF THE SAUSAL AND EL ALISAL RANCHO BELONGING TO THE ESTATE OF JESSE D. CARR", A COPY OF WHICH MAP IS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN MAP BOOK ONE OF SURVEYS AT PAGE 70 THEREIN AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A GALVANIZED IRON PIPE 2" IN DIAMETER BY 4 FEET LONG, STANDING AT THE MOST NORTHERN CORNER OF THE SAID IKEDA 163.58 ACRE TRACT, AT THE CORNER OF COURSES AND DISTANCES NO. 7 AND NO. 8 OF THE SURVEY AND DESCRIPTION THEREOF, IN THE CENTER OF GABILAN CREEK LATERAL DRAINAGE DITCH AND RIGHT OF WAY FOR DRAINAGE PURPOSES, 30 FEET WIDE, OF RECLAMATION DISTRICT NO. 1665, AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE LINE BETWEEN THE SAID IKEDA 163.58 ACRE TRACT AND A 174.60 ACRES TRACT NOW OR FORMERLY OF JESSIE R. BRYAN, ET AL. AND ALONG THE CENTER OF SAID DRAINAGE DITCH AND 30 FOOT RIGHT OF WAY WITH THE FOLLOWING THREE COURSES AND DISTANCES:

(1) S. 78° 51' W., 163.5 FEET TO AN IRON PIPE 2" IN DIAMETER BY 4 FEET LONG; THENCE

(2) S. 71° 45' W., 701.5 FEET TO AN IRON PIPE 2" IN DIAMETER BY 4 FEET LONG; THENCE

(3) S. 71° 50' W., 246.2 FEET TO STATION; THENCE LEAVING SAID DRAINAGE DITCH AND 30 FOOT RIGHT OF WAY AND THE DIVISION LINE BETWEEN LAND OF IKEDA AND JESSIE R. BRYAN, ET AL. AND RUNNING OVER THE IKEDA 163.58 ACRES TRACT.

(4) S. 5° 28' W., 660.2 FEET, AT 16.4 FEET A 4 X 4 SURVEY POST MARKED WP, LC, LD, HDP, STANDING ON THE SOUTHERN SIDE OF A DRAINAGE DITCH, 660.2 FEET OT A 4 X 4 SURVEY POST MARKED LC, LD, LE, HDP; THENCE,

(5) N. 72° 45' E., 1657.8 FEET, AT 1299.6 FEET A 4 X 4 SURVEY POST MARKED LD, LE, LINE, HDP, 1657.8 FEET TO A 4 X 4 SURVEY POST MARKED LD, LE C, HDP, STANDING IN THE DIVISION LINE BETWEEN LANDS OF IKEDA AND JESSIE R. BRYAN, ET AL, AS AFORESAID; AND THENCE ALONG SAID DIVISION LINE.

(6) N. 43° W. 675 FEET, AT 639.4 FEET A 4 X 4 SURVEY POST MARKED C, D, RI, HDP, STANDING ON LINE AT THE WESTERLY TERMINUS OF A 30 FOOT PRIVATE ROAD RIGHT OF WAY LEADING FROM THE SALINAS-NATIVIDAD ROAD TO THIS POINT, 675.0 FEET TO THE PLACE OF BEGINNING.

PARCEL II:

A PORTION OF RANCHO EL SAUSAL, BEING PART OF THAT CERTAIN 163.58 ACRE TRACT

CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZUO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928, RECORDED JANUARY 14, 1929 IN BOOK 174 OF OFFICIAL RECORDS, AT PAGE 468, MONTEREY COUNTY RECORDS, AND BEING A PORTION OF LOT C, AS SHOWN ON THE MAP ENTITLED, "PARTITION MAP NO. 2 SHOWING PORTION OF THE SAUSAL AND EL ALISAL RANCHOS BELONGING TO THE ESTATE OF JESSE D. CARR". A COPY OF WHICH MAP IS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN MAP BOOK ONE OF SURVEYS, AT PAGE 70 THEREIN, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE SAID IKEDA 163.58 ACRE TRACT AT THE CORNER OF COURSES AND DISTANCES NO. 6 AND NO. 7 OF THE SURVEY AND DESCRIPTION THEREOF, AND RUNNING THENCE ALONG THE DIVISION LINE BETWEEN THE SAID IKEDA 163.58 ACRE TRACT AND A 174.60 ACRE TRACT, NOW OR FORMERLY OWNED BY JESSIE R. BRYAN, ET AL.

(1) N. 43° W. 1070 FEET, AT 48.1 FEET A 4 X 4 SURVEY POST MARKED LF, C, WP, HDP, AT 1010 FEET EDGE OF MARSH AND BOTTOM LAND, 1070 FEET TP A 4 X 4 SURVEY POST MARKED LE. LF. C. HDP; THENCE LEAVE SAID DIVISION LINE AND RUNNING

(2) S. 72° 45' W., 579.4 FEET TO A 4 X 4 SURVEY POST MARKED LE, LF, HDP; THENCE

(3) S. 19° 50' E., 1124.3 FEET, AT 1109.2 FEET A 4 X 4 SURVEY POST MARKED LE, LF, WP, HDP, STANDING ON THE NORTH SIDE OF THE NATIVIDAD LATERAL DRAINAGE CANAL OF RECLAMATION DISTRICT NO. 1665, 1124.3 FEET TO A STATION IN SAID CANAL AND THE SOUTHEASTERN BOUNDARY OF THE IKEDA 163.58 ACRE TRACT; THENCE ALONG THE BOUNDARY LINE BETWEEN THE SAID IKEDA 163.58 ACRE TRACT AND LAND NOW OR FORMERLY OF D. A MADEIRA, AND THE PARTITION LINE BETWEEN LOTS B AND C OF THE CARR PARTITION MAP, AS AFORESAID.

(4) N. 63° 38' E., 1006.3 FEET TO THE PLACE OF BEGINNING.

PARCEL III:

A RIGHT OF WAY FOR ROAD PURPOSES OVER A STRIP OF LAND 20 FEET WIDE, OR AS NEAR THERETO AS MAY BE PRACTICAL, ALONG THE PRESENT TRAVELED ROAD WHICH FOLLOWS THE SOUTHERLY SIDE OF THE BANKS OF DRAINAGE DITCHES, AND EXTENDING FROM THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 19.55 ACRE TRACT TO CALIFORNIA AVENUE, ALONG THE SOUTHERLY AND SOUTHWESTERLY SIDES OF COURSES AND DISTANCES NUMBERED 10 TO 15, BOTH INCLUSIVE, OF THE SAID DYE OR IKEDA 163.58 ACRE TRACT, ABOVE REFERRED TO.

PARCEL IV:

THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE RANCHO EL SAUSAL, BEING PART OF THAT CERTAIN 163.58 ACRE TRACT CONVEYED BY FLORENCE T. DYE AND CLARKSON DYE TO SHIZUO IKEDA AND MITSUO IKEDA, BY DEED DATED DECEMBER 24, 1928 AND RECORDED JANUARY 14, 1929 IN VOLUME 174 OF OFFICIAL RECORDS AT PAGE 468 THEREIN, MONTEREY COUNTY RECORDS, CALIF., AND FURTHER BEING A PORTION OF LOT C, AS THE SAID LOT C IS SHOWN AND SO DELINEATED ON MAP ENTITLED, "PARTITION MAP NO. 2, SHOWING PORTIONS OF THE SAUSAL AND EL ALISAL RANCHOS, BELONGING TO THE ESTATE OF JESSE D. CARR", SURVEYED BY LOU G. HARE, 1905, 1906 A COPY OF WHICH MAP WAS FILED FOR PUBLIC RECORD IN MAP BOOK ONE

OF SURVEYS AT PAGE 70 THEREIN, IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, CALIF., AND BEING PARTICULARLY DESCRIBED AD FOLLOWS, TO-WIT:

COMMENCING AT STATION IN THE CENTER OF A DRAINAGE CANAL AND RIGHT OF WAY OF RECLAMATION DISTRICT NO. 1665, AT THE CORNER OF COURSES AND DISTANCES NOS. 5 AND 6 OF THE SURVEY AND DESCRIPTION OF THE SAID IKEDA 163.58 ACRE TRACT AND FROM WHICH A GALVANIZED IRON PIPE 2 INCHES IN DIAMETER BY 4 FEET LONG BEARS S. 63° 38' W., 61 FEET DISTANT AND RUNNING THENCE ALONG THE PARTITION LINE BETWEEN LOTS B AND C OF SAID CARR PARTITION, AND THE CENTER LINE OF A RIGHT OF WAY FOR DRAINAGE PURPOSES 30 FEET WIDE, AND THE SOUTHEASTERN SIDE OF THE IKEDA 163.58 ACRE TRACT.

(1) N. 63° 38' E., 291 FEET TO STATION IN SAID DRAINAGE CANAL, THENCE LEAVING SAID CANAL, RIGHT OF WAY AND PARTITION LINE, AND RUNNING

(2) N. 19° 50' W., 1124.3 FEET, AT 15.1 FEET A 4 X 4 SURVEY POST MARKED LE, LF, WP, HDP, STANDING ON THE NORTHWEST SIDE OF SAID DRAINAGE CANAL, 1124.3 FEET TO A 4 X 4 SURVEY POST MARKED LE, LF, HDP, THENCE

(3) N. 72° 45' E., 579.4 FEET TO A 4 X 4 SURVEY POST MARKED LE, LF, C, HDP, STANDING ON THE DIVISION LINE BETWEEN THE SAID 163.58 ACRE TRACT OF IKEDA AND A 174.60 ACRE TRACT NOW OR FORMERLY OF JESSIE R. BRYAN, ET AL, AND THENCE ALONG SAID DIVISION LINE

(4) N. 43° W. 662.2 FEET TO A 4 X 4 SURVEY POST MARKED LD, LE, C, HDP, AND FROM WHICH THE MOST NORTHERN CORNER OF SAID IKEDA 163.58 ACRE TRACT BEARS N. 43° W. 675 FEET DISTANT, THENCE LEAVING SAID DIVISION LINE AND RUNNING

(5) S. 72° 45' W., 1657.8 FEET, AT 358.2 FEET A 4 X 4 SURVEY POST MARKED LD, LE, LINE, HDP, 1657.8 FEET TO A 4 X 4 SURVEY POST MARKED LC, LD, LE, HDP, THENCE

(6) S. 5° 28' W., 660.2 FEET, AT 649.5 FEET, AT 649.5 FEET A 4 X 4 SURVEY POST MARKED LC, LE, WP, HDP, STANDING ON THE NORTHERN SIDE OF DRAINAGE CANAL, 660.2 FEET TO STATION IN THE CENTER OF THE SAME, THENCE ALONG THE CENTER OF SAID DRAINAGE CANAL, AND A RIGHT OF WAY FOR DRAINAGE PURPOSES (30 FEET WIDE) OF RECLAMATION DISTRICT NO. 1665 AND THE DIVISION LINE BETWEEN LAND OF IKEDA AND JUHLER

(7) N. 72° 27' E., 971 FEET TO STATION; THENCE

(8) S. 36° 35' E., 1235.2 FEET TO THE PLACE OF BEGINNING.

COURSES ALL TRUE, VARIATION OF THE MAGNETIC NEEDLE BEING 17° 30' E.

APN: 261-191-011-000 and 261-191-012-000

EXHIBIT B

Legal Description of BSLT Property

Attached

Legal Description

For APN/Parcel ID(s): 003-212-016 (portion Parcel I), 003-212-015 (portion Parcel I), 003-212-007 (portion Parcel I), 261-191-001 (Parcel II), 261-191-007 (portion Parcel I) and 003-821-033 (Parcel III)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of the Rancho El Sausal, Monterey County, Calif., being part of that certain 163.58 acre tract conveyed by Florence T. Dye and Clarkson Dye to Shizuo Ikeda and Mitsuo Ikeda, by deed dated December 24, 1928, recorded January 14, 1929 in Volume 174 Official Records at page 468 therein, Monterey County Records, Calif, and further being a portion of Lot C as shown and so designated on map entitled, "Partition Map No. 2" showing portions of the Sausal and El Alisal Ranchos, belonging to the estate of Jessie D. Carr", surveyed by Lou G. Hare, 1905, 1906, a copy of which map was recorded in Map Book One of Surveyed at page 70 thereof in the office of the County Recorder of Monterey County, Calif., and being particularly described as follows, to-wit:

Commencing at a 4 x 4 survey post marked C,D,CR, HDP, standing in the center of the old Carr Diverting Canal, on the southeasterly side of the County Road, leading from Salinas to Natividad (sometimes called California Avenue) and from which point of beginning a 4 x 4 survey post marked 16,29, standing at the intersection of courses and distances 16 and 29, as the same are shown on said "Partition Map No. 2", bears N. 27° 42' E., 346.2 distant, thence following the southeasterly side of said 60 foot County Road, towards Salinas,

(1) S. 27° 42' W., 1446.3 feet, at 568.3 feet a 4 x 4 survey post marked City Limits, L.G.H., standing at the intersection of this line with the northern boundary of Salinas (course of said boundary line of Salinas being N. 80° 30' E.) 1446.3 feet to a 4 x 4 survey post marked LA, LB, HDP, and from which the most western corner of the said Ikeda 163.58 acre tract bears S. 27° 42' W., 1149.6 feet distant, thence leaving the southeastern side of California Avenue and running

(2) N. 85° 26' E., 1704.3 feet to station in a drainage canal, known as Gabilan Creek Lateral Drainage Canal, and 30 foot right of way for the same of Reclamation District No. 1665, thence along said Drainage Canal and Right of Way

(3) S. 14° 30' W., 550 feet to station in the southern boundary of the said Ikeda 163.58 acre tract, at corner of courses and distances Nos. 3 and 4 of the description thereof, thence along a drainage ditch known as Natividad Creek Lateral Drainage ditch, and its 30 foot right of way of Reclamation District No. 1665, and the southerly boundary of the said Ikeda 163.58 acre tract,

(4) N. 72° 27' E., 841.7 feet to station, thence leave said drainage canal, and right of way and southern boundary of Ikeda 163.58 acre tract, and running

(5) N. 5° 28' E., 1320.4 feet, at 10.7 feet a 4 x 4 survey post marked IC,LE,WP,HDP, standing on north side of drainage canal, at 660.2 feet a 4 x 4 survey post, standing on line, marked LC,LD,LE,HDP, at 1304 feet a 4 x 4 survey post marked LC,LD,WP,HDP, standing on the southern side of Gabilan Creek Lateral Drainage Canal, 1320.4 feet to station in the center of the same and center of a 30 foot right of way for drainage purposes, of Reclamation District No. 1665, thence along the center of said Drainage Canal, and right of way, and along the division line between land of Ikeda and a 174.60 acre tract of Jessie R. Bryan et al,

Legal Description

(6) S. 71° 50' W., 301.7 feet to station, thence

(7) S. 73° 12' W., 260.7 feet to station, thence

(8) S. 25° 25' W., 155 feet to station, thence leaving the center of said Gabilan Creek Drainage Canal and along the center of a private drainage canal, and the division line between lands of Ikeda and Jessie R. Bryan et al, as aforesaid,

(9) N. 67° 32' W., 826.5 feet, at 772 feet the southeastern side of pumphouse and suction bay of Drainage Pumping Plant, at 782 feet the northwesterly side of said pumphouse, 826.5 feet to a 4 x 4 survey post marked D,D,HDP, standing on the southerly bank of the Old Carr Diverting Canal, thence,

(10) N. 7° 19' W., 30 feet to a 4 x 4 post marked C,D,HDP, standing in the center of the same, and thence down the center of said Old Carr Diverting Canal, and still along the dividing line between lands of Ikeda and Jessie R. Bryan et al

(11) N. 80° 46' W., 452.9 feet to the place of beginning.

Excepting from the above described Parcel I all that portion conveyed to Salinas, a municipal corporation by deed dated October 31, 1972 and recorded November 15, 1972 on Reel 810 Official Records at page 3.

PARCEL II:

A portion of the Rancho El Sausal, in Monterey County, California, and being a portion of that certain 174.60 acre tract conveyed by Albert C. Aiken et al to Jessie R. Bryan et al, by deed dated April 17, 1926, recorded April 27, 1926 in Volume 84 Official Records at page 9 therein, Monterey County Records, California, and also a part of that certain 22.30 acre tract conveyed by Florida C. Cook and Sterling D. Carr, also known as Sterling Carr, to Toshi Hanazono, by deed dated February 4, 1939, recorded February 6, 1939, in Volume 604 Official Records, at page 301 therein, Monterey County Records, California, and being particularly described as follows, to-wit:

Commencing at a 4 x 4 survey post marked C,H, standing in fence at the eastern corner of said 22.30 acre tract above referred to and on the southeast side of that certain 5.534 acre tract conveyed by Jessie R. Bryan et al to R. A. Stump and Maude J. Stump, by deed dated March 18, 1931, recorded March 27, 1931, in Volume 287 Official Records at page 93 therein, Monterey County Records, California, and thence along the southeastern side of said Stump 5.534 acre tract, with the following two courses and distances,

(1) S. 52° 24' W., 176.3 feet to a 4 x 4 survey post marked L4,C,HDP, thence

(2) S. 34° 48' W., 135.1 feet to a 4 x 4 survey post marked L3,C,HDP, standing at the southwest corner of said Stump 5.534 acre tract, and at the most eastern corner of that certain 10.674 acre tract conveyed by Jessie R. Bryan et al to James Lunsford and Mary Lunsford by deed dated November 14, 1927, recorded December 9, 1927, in Volume 136 Official Records at page 74 therein, Monterey County Records, California, thence leave said Stump 5.534 acre tract and along the exterior boundaries of said Lunsford 10.764 acre tract with the following four courses and distances,

(3) S. 35° 14' W., 180.8 feet to a 4 x 4 survey post marked L4C,HDP, thence

Legal Description

- (4) S. 45° 46' W., 200.7 feet to a 4 x 4 survey post marked L5,C,HDP, thence
- (5) S. 49° 35' W., 364.6 feet to a 4 x 4 survey post marked L6,C,HDP, thence
- (6) S. 41° 19' W., 384.9 feet to a 4 x 4 survey post marked L7,C,HDP, at the southern corner of said 10.674 acre tract and the eastern corner of that certain 22,060 square feet parcel of land conveyed by Toshi Hanazono to Clyde Potter et ux, by deed dated April 21, 1941 and recorded December 20, 1943 in Volume 815 Official Records at Page 373, Monterey County Records; thence, along the southeastern line of said Potter parcel of land,
- (7) S. 41° 19' W., 50.23 feet to survey stake at the southern corner of said Potter parcel of land and in the boundary of that certain 3.1536 acre parcel of land conveyed by Toshi Hanazono to Salinas Valley Ice Company, Ltd., a corporation, by deed dated April 16, 1942 and recorded June 19, 1942 in Volume 767 Official Records at page 391, Monterey County Records; thence, along the boundaries of said 3.1536 acre parcel of land with the following two courses and distances,
- (8) S. 43° 12' E., 20.10 feet to survey stake; and
- (9) S. 41° 27' W., 317.20 feet to survey stake in the boundary of said 22.30 acre parcel of land above referred to; thence along the boundaries of said 22.30 acre parcel of land, the following five courses and distances,
- (10) S. 7° 19' E., 4.44 feet to a 4 x 4 survey post marked D,C,HDP, standing on the southerly bank of old Carr Diverting Canal, thence,
- (11) S. 67° 32' E., at 54.5 feet old suction bay of Pump, and enter private drainage canal and along center of same, 826.5 feet to center of Gabilan Lateral Drainage Canal of Reclamation District No. 1665, and its 30 foot right of way for the same, thence along the center of said Gabilan Lateral Drainage Canal, and 30 foot right of way of said Reclamation District,
- (12) N. 25° 25' E., 155 feet to station, leave center of said Gabilan Creek Lateral Drainage Canal and Right of Way, and running
- (13) N. 75° 5' W., 8.1 feet to station, thence along the center of a private drainage ditch
- (14) N. 15° 3' E., 1553.1 feet, at 1386 feet angle in said private drainage ditch, to the right, and leave same, at 1401.1 feet to a 4 x 4 survey post marked C,H, standing on line, 1553.1 feet to the point of beginning.

PARCEL III:

A portion of Rancho El Sausal, in the City of Salinas, County of Monterey, State of California, being a portion of that certain parcel of land granted to The Housing Authority of the County of Monterey by individual Grant Deed recorded in Reel 1800, Official Records of Monterey County, California at Page 745, described as follows:

Beginning at a Point on the Southerly boundary of said parcel of land, from which, the most Southerly corner of bears the following two courses: (a) S. 80° 46' 00" E., 281.19 feet and (b) S. 7° 19' 00" E., 25.56 feet, thence from said Point of Beginning and along said southerly boundary,

Legal Description

(1) N. 80° 46' 00" W., 151.68 feet to a point on the Easterly line of Sherwood Drive as widened by Deed recorded June 11, 1973, in Reel 852, Official Records of Monterey County, at Page 422, thence along said line,

(2) N 27° 42' 00" E., 21.09 feet, thence

(3) S. 80° 46' 00" E., 145.00 feet, thence

(4) S. 9° 14' 00" W., 20.00 feet to the point of beginning.

PARCEL IV:

A right of way, 20 feet in width, for road purposes, for joint use, as described in the Grant Deed from Toshi Hanazano to Salinas Valley Ice Company, LTD., a corporation, recorded June 19, 1942 in Volume 797, Page 391, Official Records of Monterey County.

EXHIBIT C
Map Depicting Original Easement,
Amended Easement and Hospital Creek Crossing

Attached

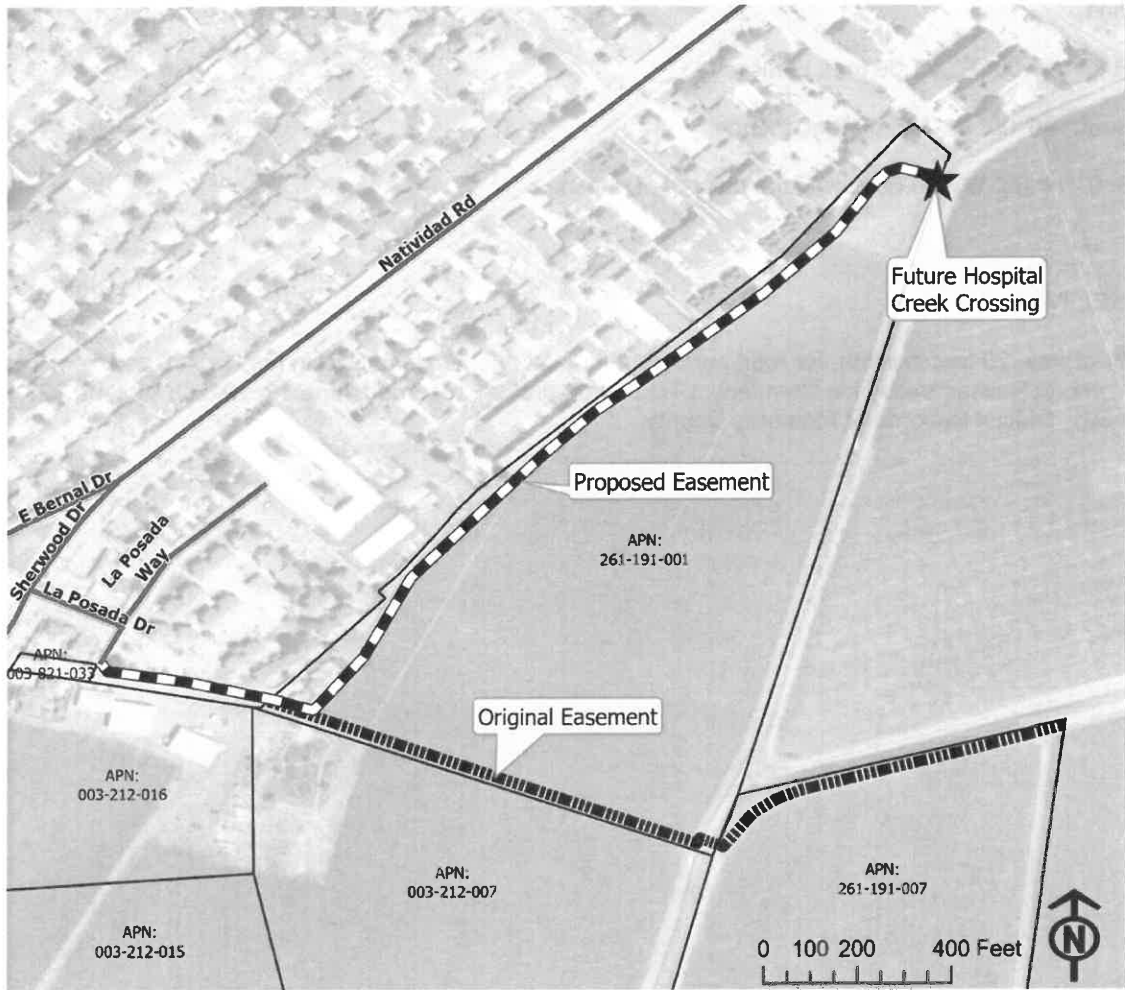


EXHIBIT D
FORM OF AMENDED AND RESTATED EASEMENT DEED

Attached

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

Big Sur Land Trust
P.O. Box 4071
Monterey CA 93942

AMENDED AND RESTATED EASEMENT DEED

WHEREAS, Steve Tibbs, Successor Trustee under the Higashi Irrevocable Trust 1980 ("Grantee") owns certain real property described in Exhibit A attached and incorporated by this reference (the "Grantee's Property" or the "Dominant Tenement").

WHEREAS, BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("Grantor") owns certain real property described in Exhibit B attached and incorporated by this reference (the "Grantor's Property" or the "Servient Tenement").

WHEREAS, Grantee holds certain easement rights over and upon Grantor's Property which are appurtenant to Grantee's Property as described in the Deed recorded February 6, 1939, in Book 606, Page 20, and as described in the Grant Deed recorded August 4, 1961, in Book 2171, Page 51, (together the "Original Easement") the location of which is depicted in Exhibit C attached and incorporated herein by reference.

WHEREAS, Grantor is creating a community park and open space for public use on Grantor's Property ("Park Project") and in order to facilitate the Park Project and Grantee's continued enjoyment of a right of way over Grantor's Property Grantor desires to amend and relocate the Original Easement ("Amended Easement") as depicted in Exhibit C.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In a separate instrument Grantee has quitclaimed Grantee's interest in the Original Easement to Grantor.
2. Grantor hereby grants to Grantee a nonexclusive easement over and upon Grantor's Property for right of way purposes, 30 feet in width, as depicted in Exhibit C and as legally described in Exhibit D attached and incorporated by reference.
3. Grantor agrees to install a crossing over Hospital Creek in accordance with the weight and width specifications for agricultural machinery provided by Grantee to Grantor during Grantor's Park Project planning process, as follows: minimum crossing width 20 feet, no guardrails, maximum slope approximately 4%, loading capacity at least 40,000 pounds.

4. The cost of maintaining the Amended Easement, including the Hospital Creek crossing, shall be Grantor's responsibility, provided however, when the Dominant Tenement, or portion thereof, is sold, transferred or conveyed to a third party that is not the Higashi Family or an entity controlled by the Higashi Family, such as an LLC controlled by the Higashi Family or a Higashi Family member who is an heir, devisee, or other Higashi Family member, then the costs shall be shared by the owner of the Dominant Tenement and the owner of the Servient Tenement in accordance with California Civil Code Section 845. For purposes of this paragraph "Higashi Family" shall mean any immediate or extended family members of Ken Higashi and Shari Higashi, including but limited to, Gary Higashi, grandparents, parents, aunts, uncles, siblings, sons, daughters, or cousins or persons marrying into the Higashi Family.

5. In the event of damage, the party responsible for causing damage to the Amended Easement shall pay for the cost of repair.

6. Said Amended Easement shall run with the land and inure to the benefit and burden of Grantor and Grantee, and their respective successors and assigns in interest. In the event of a dispute regarding the interpretation or enforcement of this Amended Easement Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and court costs.

7. This easement shall be recorded in the Office of the Recorder for the County of Monterey, California, and may be modified or amended only by a written agreement signed by Grantor and Grantee and recorded in the Office of the Recorder for the County of Monterey, California.

IN WITNESS WHEREOF, the parties have executed this Amended Easement Deed as of the respective dates set forth below.

Grantor:

Grantee:

BIG SUR LAND TRUST, a California nonprofit public
benefit corporation

Steve Tibbs, Successor Trustee under the Higashi
Irrevocable Trust 1980

By: _____

By: _____

Name: _____

Name: Steve Tibbs_____

Title: _____

Title: Trustee_____

Date: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

OF GRANTEE'S PROPERTY

[Higashi Property]

EXHIBIT B

LEGAL DESCRIPTION

OF GRANTOR'S PROPERTY

[BSLT Property]

EXHIBIT C

Map

[Map Depicting Original Easement and Amended Easement]

EXHIBIT D

Legal Description of Amended Easement

EXHIBIT E
FORM OF QUITCLAIM DEED

Attached

Draft 9-27-24

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Big Sur Land Trust
PO Box 4071
Monterey CA 93942

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: _____

QUITCLAIM OF EASEMENT

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is _____.

- ☐ Computed on full value of property conveyed, or
- ☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
- ☐ Unincorporated area: [x] City of Salinas, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Steve Tibbs Trustee under the Higashi Irrevocable Trust 1980,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

BIG SUR LAND TRUST, a California nonprofit public benefit corporation,

the following described real property in the City of Salinas, Monterey County, State of California:
See Exhibit A attached and incorporated herein by reference, and including without limitation
easement rights contained in the Deed recorded February 6, 1939, in Book 606, Page 20, in the Official
Records of Monterey County, and easement rights as described in the Grant Deed recorded August 4,
1961, in Book 2171, Page 51, in the Official Records of Monterey County, affecting the real property
described in Exhibit A.

Dated: _____ Steve Tibbs Successor Trustee under the Higashi Irrevocable Trust 1980

Steve Tibbs, Successor Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____) ss.

On _____, 20____, before me, _____, a Notary Public, personally appeared _____ who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Draft 9-27-24

EXHIBIT A

LEGAL DESCRIPTION

[BSLT Property]

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 2714-7211373

Page Number: 1



First American Title™

First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer:	Nicole McManus
Phone:	(831)293-5152
Fax No.:	(866)493-5436
E-Mail:	nmcmanus@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer:	TBD
Owner:	The Big Sur Land Trust
Property:	618 Sherwood Drive Salinas, CA 93906

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of December 19, 2024 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE BIG SUR LAND TRUST, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Any unpaid amounts for due or delinquent utilities owed to, or resultant liens in favor of Monterey One Water.

Contact Monterey One Water at phone number 831-645-4631 or fax number 831-372-6178.
2. General and special taxes for the fiscal year 2024-2025, are unsegregated at this time.

(Affects APN'S: 003-212-015; 003-212-016 AND 003-212-007)
3. The Land lies within the boundaries of proposed community facilities District No. 2014-1, as disclosed by a map filed MARCH 18, 2016 in [BOOK 5, PAGE 15](#) of maps of assessment and community facilities districts.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. An easement for CANAL OR DITCH and incidental purposes, recorded MARCH 02, 1918 in [Book 156 of Deeds, Page 211](#).
In Favor of: RECLAMATION DISTRICT NUMBER 1665
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

6. The terms and provisions contained in the document entitled AGREEMENT recorded APRIL 27, 1926 as [BOOK 84, PAGE 42](#) of Official Records.
7. An easement for POLES, WIRE LINES and incidental purposes, recorded MAY 10, 1926 as [BOOK 84, PAGE 132](#) of Official Records.
In Favor of: SIERRA AND SAN FRANCISCO POWER COMPANY
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

8. An easement for ROAD and incidental purposes, recorded February 06, 1939 as [BOOK 606, PAGE 20](#) of Official Records.
In Favor of: STERLING D. CARR ET AL
Affects: AS DESCRIBED THEREIN
9. An easement for RIGHT OF WAY FOR ROAD and incidental purposes, recorded JUNE 19, 1942 as [BOOK 767, PAGE 391](#) of Official Records.
In Favor of: TOSHI HANAZONO
Affects: AS DESCRIBED THEREIN
10. An easement for ROAD and incidental purposes, recorded AUGUST 04, 1961 as [BOOK 2171, PAGE 51](#) of Official Records.
In Favor of: ATSUKO OBATA ET AL
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

11. An easement for PERPETUAL EASEMENT FOR ROADWAY SLOPE and incidental purposes, recorded NOVEMBER 15, 1972 as [BOOK 810, PAGE 3](#) of Official Records.
In Favor of: SALINAS, A MUNICIPAL CORPORATION
Affects: AS DESCRIBED THEREIN
12. An easement for PUBLIC UTILITIES and incidental purposes, recorded JANUARY 16, 1987 as [BOOK 2051, PAGE 922](#) of Official Records.
In Favor of: PACIFIC BELL, A CORPORATION
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

13. An easement for PUBLIC UTILITIES and incidental purposes, recorded FEBRUARY 01, 1988 as [BOOK 2193, PAGE 1126](#) of Official Records.
In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION
Affects: AS DESCRIBED THEREIN

14. An easement for PUBLIC UTILITIES and incidental purposes, recorded MARCH 24, 1988 as [BOOK 2209, PAGE 887](#) of Official Records.
In Favor of: PACIFIC GAS AND ELECTRIC COMPANY, A
CALIFORNIA CORPORATION
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.
15. An easement for PRIVATE RIGHT OF WAY FOR INGRESS AND EGRESS, 20 FEET WIDE and incidental purposes, recorded APRIL 30, 1997 as [BOOK 3512, PAGE 540](#) of Official Records.
In Favor of: GEORGE A. COMEAU AND LUCILLE D. COMEAU
Affects: AS DESCRIBED THEREIN
16. The terms and provisions contained in the document entitled IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS recorded January 25, 2017 as INSTRUMENT NO. [2017004454](#) of Official Records.
17. The terms and provisions contained in the document entitled MEMORANDUM OF UNRECORDED GRANT AGREEMENT recorded January 25, 2017 as INSTRUMENT NO. [2017004455](#) of Official Records.
18. The terms and provisions contained in the document entitled DEED RESTRICTION recorded May 06, 2022 as INSTRUMENT NO. [2022021610](#) of Official Records.
19. The Terms, Provisions and Easement(s) contained in the document entitled AMENDED EASEMENT DEED AND AGREEMENT recorded May 06, 2022 as INSTRUMENT NO. [2022021611](#) of Official Records.
20. The terms and provisions contained in the document entitled NO-BUILD AREA RESTRICTION AND AGREEMENT recorded August 18, 2023 as INSTRUMENT NO. [2023025750](#) of Official Records.
21. The terms and provisions contained in the document entitled NOTICE OF RIGHT TO FARM recorded August 22, 2023 as INSTRUMENT NO. [2023026114](#) of Official Records.
22. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
23. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
24. Water rights, claims or title to water, whether or not shown by the Public Records.
25. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
26. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

27. The owner of the property is a California nonprofit corporation (which includes public benefit corporations, mutual benefit corporations, and religious corporations). Copies of the corporation's By-Laws and Articles of Incorporation, along with any amendments to those documents, must be provided to the Company for review, whether the corporation is selling or taking out a loan.

If a nonprofit public benefit corporation or a nonprofit religious corporation (1) is selling real property and (2) the proposed transaction contemplates the sale of all or substantially all of the seller's assets, then the Company will require evidence that the seller has given written notice, with no objection, to the Attorney General 20 days before it sells or otherwise disposes of any real property, unless the Attorney General has given the corporation a written waiver of the notice requirement. If a nonprofit mutual benefit corporation is holding assets in charitable trust, then the Company will require evidence that the seller has given written notice, with no objection, to the Attorney General 20 days before it sells or otherwise disposes of any or all of the assets held in trust, unless the Attorney General has provided a written waiver of the notice.

If any nonprofit corporation is selling a health care facility (as defined in Section 1250 of the Health and Safety Code) to a for-profit corporation or entity or to a nonprofit corporation or entity, and the sale is not in the usual and regular course of its activities, except to the extent the sale is to an affiliate (as defined in Section 5031 of the Corporation Code) of the nonprofit corporation, then the Company will require evidence that the seller provided written notice to, and obtained written consent or a waiver of the sale by, the office of the Attorney General prior to entering into any sale agreement.

See the relevant California Statutes:

Public Benefit Corporation - Corporations Code § 5913, § 5914, and § 5920; Mutual Benefit Corporation - Corporations Code § 7913, and § 7914 ; Religious Corporation - Corporations Code § 9633 and § 9634

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment: \$1,081.42, PAID
Penalty: \$0.00
Second Installment: \$1,081.42, PAID
Penalty: \$0.00
Tax Rate Area: 005033
A. P. No.: 003-212-007-000
Affects: The land and other property.

2. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment: \$1,631.33, PAID
Penalty: \$0.00
Second Installment: \$1,631.33, PAID
Penalty: \$0.00
Tax Rate Area: 005015
A. P. No.: 003-212-015-000
Affects: The land and other property.

3. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment: \$4,497.55, PAID
Penalty: \$0.00
Second Installment: \$4,497.55, PAID
Penalty: \$0.00
Tax Rate Area: 005015
A. P. No.: 003-212-016-000
Affects: The land and other property.

4. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment: \$10.26, PAID
Penalty: \$0.00
Second Installment: \$10.26, PAID
Penalty: \$0.00

Tax Rate Area: 005015
A. P. No.: 003-821-033-000

5. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 618 SHERWOOD DRIVE, SALINAS, CA.

(Affects APN: 003-212-016)
6. The property covered by this report is vacant land.

(Affects APN'S: 003-212-007; 003-212-015 AND 003-821-033)
7. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
8. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Salinas, County of Monterey, State of California, described as follows:

"Parcel III" and a portion of "Parcel I" as described in the Grant Deed recorded January 25, 2017, as Document Number [2017004453](#), of the Official Records of said county, more particularly described as follows:

Beginning at the most Westerly corner of said Parcel I; thence along the common line of the Westerly boundary of said Parcel I and the Easterly boundary of the land conveyed to the City of Salinas by the deed recorded November 15, 1972, in [Reel 810, Page 3](#), of the Official Records of Monterey County; thence

- 1) North 27° 41' 54" East (North 27° 36' 45" East, per said deed recorded in [Reel 810, Page 3](#)), 1,156.85 feet; thence
- 2) North 29° 39' 14" East (North 27° 34' 05" East, per said deed recorded in [reel 810, Page 3](#)), 205.13 feet; thence
- 3) North 27° 41' 55" East, 82.88 feet (North 27° 36' 45" East, 83.21 feet, per said deed recorded in [Reel 810, Page 3](#)), more or less, to a railroad spike at the most Westerly corner of said Parcel III; thence along the boundary of said Parcel III
- 4) North 27° 42' 00" East, 21.09 feet to the most Northerly corner of said Parcel III; thence
- 5) South 80° 46' 00" East, 145.00 feet to a 3/4-inch iron pipe tagged "Is 3376" at the Northeasterly corner of said Parcel III; thence
- 6) South 09° 14' 00" West, 20.00 feet to a 3/4-inch iron pipe at the Southeasterly corner of said Parcel III and a point on the Northerly boundary of said Parcel I; thence along the boundary of said Parcel I
- 7) South 80° 46' 00" East, 281.19 feet; thence
- 8) South 07° 19' 00" East, 30.00 feet, at 25.56 feet, joining the Southwesterly boundary of Parcel II, as described in said Grant Deed recorded January 25, 2017, as Document Number [2017004453](#); thence along the common line of said Parcel I and Parcel II; thence
- 9) South 67° 32' 00" East, 39.37 feet; thence departing said common line
- 10) South 18° 11' 22" West, 159.78 feet; thence
- 11) Southwesterly 95.94 feet along the arc of a tangent curve to the right having a radius of 78.00 feet, through a central angle of 70° 28' 32"; thence
- 12) Southwesterly 214.00 feet along a reverse curve to the left having a radius of 194.00 feet, through a central angle of 63° 12' 14"; thence
- 13) Southwesterly 189.04 feet along a reverse curve to the right having a radius of 216.00 feet, through a central angle of 50° 08' 42"; thence
- 14) Southwesterly 292.23 feet along the arc of a non-tangent curve to the left having a radius of 332.53 feet (a radial bearing to the center point of said curve bears South 14° 20' 33" East), through a central angle of 50° 21' 09"; thence

- 15) Southwesterly 209.35 feet along the arc of a non-tangent curve to the right having a radius of 310.58 feet (a radial bearing to the center point of said curve bears North 63° 12' 14" West), through a central angle of 38° 37' 15"; thence
- 16) Southwesterly 272.41 feet along a reverse curve to the left having a radius of 289.42 feet, through a central angle of 53° 55' 42"; thence
- 17) Southwesterly 166.42 feet along a reverse curve to the right having a radius of 210.58 feet, through a central angle of 45° 16' 49"; thence
- 18) Southwesterly 33.66 feet along a reverse curve to the left having a radius of 89.42 feet, through a central angle of 21° 34' 02"; thence
- 19) South 35° 12' 07" West, 50.03 feet to a point on the Southerly boundary of said Parcel I; thence along said Southerly boundary; thence
- 20) South 85° 26' 00" West, 37.84 feet to the Point of Beginning.

APN: 003-821-033 AND PORTION OF APN'S: 003-212-015; 003-212-016 AND 003-212-007



NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.