

MUTUAL WATER COMPANY SUBSCRIPTION AGREEMENT

VICTORINE RANCH MUTUAL WATER COMPANY

The Parties hereto agree as follows:

1. Parties.

The Parties to this Agreement are the persons and entities shown on the signature pages who have executed this Agreement ("the Parties") and the VICTORINE RANCH MUTUAL WATER COMPANY, a California Corporation.

2. Purpose.

The purpose of this Agreement is to provide for the subscription of shares, by the property owners within the proposed Service Area, in the Victorine Ranch Mutual Water Company, a California Corporation formed under General Corporation Law ("Mutual").

3. Service Area.

The property within the Mutual's Service Area is that real property in Monterey County, California, more particularly described on Exhibit "A" to this Agreement ("the Service Area"). Certain property within the Service Area will not be served by the Mutual initially, but the owners of all property within the Service Area will have the right to become Subscribers in the Mutual as prescribed herein.

Each party to this Agreement owns the property within the Service Area as shown on Exhibit "B" to this Agreement. Certain of the Parties intend to subdivide their property which will increase the number of parcels to be served by the Mutual. Certain of the Parties to this Agreement intend to convey an open space easement or fee simple interest of their Parcels to the County of Monterey or State of California, or an agency thereof, for scenic conservation purposes and thereby reduce the number of Parcels to be served by the Mutual. The anticipated number of parcels in the Service Area is twelve (12). Helen Bibbero's ("Bibbero") parcel is the only property that presently has a developed water source.

4. Minimum Subscription and Effective Date.

The minimum subscription required for this Agreement to be effective and legally binding will be the execution of this Agreement by the Mutual, Bibbero, ZTF, Hagar and the California State Coastal Conservancy. The effective date of

this Agreement is the date the Agreement is last signed by these minimum Parties and the Mutual. The Agreement shall be effective as to any additional property owner or their successor in interest within the Service Area of the Mutual, upon execution of the Agreement by that additional property owner.

5. Compliance With Laws.

(a) The Parties acknowledge that formation of the Mutual involves compliance with the California health and safety laws, planning and zoning laws, and Corporate Securities Law, and that rights in the Mutual involve the issuance of securities under California law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAVE NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(b) In performing this Agreement, the Parties will comply with all applicable Federal, state, and local laws and regulations.

6. Formation, Construction and On-going Expenses.

Each of the Parties shall pay an equal amount towards the cost of the formation of the Mutual, including all costs associated with the permitting and approval process required for the Mutual. Each of the Parties requiring water for the development of their parcels shall pay an equal amount towards the cost of construction of the Mutual's main water distribution system (the "Main Water System"). The Main Water System shall include: the 50,000 gallon water storage tank and appurtenances; the well; a new well pump sufficient to serve all properties within the Service Area; the extension of electrical service necessary to independently meter the well's power usage; and the water distribution system from the well to the storage tank and from the storage tank via the main water line to the main road only whereupon the Main Water System shall terminate at a "T" in said main road. All water distribution to fire hydrants and to individual parcels and residences within the Service Area will be delivered off the Main Water System by a system of lateral water lines (each of which hereinafter referred to as a "Lateral" or collectively "the Laterals"). Each Lateral and appurtenances thereof will be paid for by those property owners receiving water service from that Lateral. Normal on-

going expenses of the day-to-day operation of the Mutual plus normal maintenance of the Water System will be paid for from revenues derived from the sale of water to the shareholders. The following sub-paragraphs govern the timing and calculation of the amount of payments from and credits to each of the parties.

(a) Formation Expenses. All Parties will share equally, on a per parcel basis, the costs of forming the Mutual, including legal, engineering and design fees required for the issuance of a Coastal Development Permit to the Mutual by the County of Monterey (the "CDP") and all other costs to obtain necessary approvals (collectively the "Formation Expenses"). Preliminary cost estimates of Formation Expenses have been determined to be approximately \$50,000.

Upon issuance of the CDP, the Mutual shall provide written notice, to all Parties to this Agreement of the date of such issuance and of the amount of the Formation Expenses. Each such party's share of the Formation Expenses shall be calculated by dividing the Formation Expenses by the number of parcels in the Service Area as of that date. Any of the Parties to this Agreement owning more than one parcel in the Service Area shall pay Formation Expenses associated with each parcel owned by that party. Each of the Parties and all of their associated parcels shall be Initial Subscribers ("Initial Subscribers") in the Mutual if, within twenty (20) days of its receipt of notice that the Mutual has obtained the CDP, that party pays to the Mutual its share(s) of the Formation Expenses. If any of the Parties do not make the required payment, they shall not be Initial Subscribers and the amounts owed by the remaining Initial Subscribers shall be recalculated and the Service Area shall be reduced to include only those parcels whose owners have made the required payment of Formation Expenses. Any party that has contributed, pursuant to Paragraph 6(c) below, towards Formation Expenses shall be entitled to a credit against their share of these expenses in the amount of their contribution.

Any property owner within the Service Area who is not an Initial Subscriber and who seeks to become a later additional Subscriber ("Additional Subscriber"), by virtue of a subdivision which has created additional parcels within the Mutual Service Area of which that Additional Subscriber is an owner of that newly created parcel(s), may do so by paying their share of the Formation Expenses, calculated by dividing the total Formation Expenses by the total Initial Subscribers' number of parcels and the total Additional Subscriber(s)' parcel(s) as of the date of calculation and by paying any additional expenses associated with adding water service to their parcel(s) from the Mutual. Upon a written

request to provide water service to a newly created parcel(s), the Mutual shall provide written notice to the owner(s) of the newly created parcel(s) of the amount of their cost share(s) of Formation Expenses which shall be due and payable to the Mutual within twenty (20) days of their receipt of the notice. If any of the owner(s) of the newly created parcel(s) do not make the required payments within said twenty (20) day time period, they shall not be included as Additional Subscribers and the amounts owed by the remaining Additional Subscribers shall be recalculated.

(b) Construction Expenses. All Initial Subscribers who require water to be delivered to their parcel(s) by the Mutual ("Water Subscribers") will share equally on a per parcel basis the costs of constructing the Main Water System (the "Construction Expenses"). Construction Expenses shall include any costs associated with compliance of CDP conditions of approval; engineering for construction drawings; construction drawings for building and grading permits; building and grading permit costs to the County of Monterey; plus all costs to construct the Main Water System according to the Water System Plan ("the Plan") as shown on Exhibit "C" of this Agreement or a revision of the Plan as per final construction drawings and system modifications and configurations as approved by the Mutual's engineer and the County of Monterey which shall include the cost of the tank access road, the cost of the water storage tank and appurtenances and its installation, the cost of the well, the cost of a new well pump sufficient to serve the water system and its installation, the cost of the extension of electrical service to independently meter the well and the cost of a water distribution system that includes water distribution from the well to the storage tank and from the tank to the main road only whereupon the Main Water System shall terminate on the main road at a "T", as shown on The Plan. Preliminary cost estimates of Construction Expenses have been determined to be approximately \$180,000.00. The Laterals shall be constructed off of the Main Water System to all hydrants and residential services. Each individual Lateral shall be paid for by those property owners whose parcels are served by that specific Lateral. Where a Lateral is common to more than one property, the cost of construction of that Lateral shall be shared equally by those properties being served with water from that Lateral up to the point where a hydrant is installed providing fire protection to each residence on that Lateral and shall be constructed at such time as said Lateral is extended to said hydrant prior to construction of the first residence being served by that Lateral. From the hydrant to the property building site shall be paid for by that property owner receiving water from that individual water service connection and at such time as construction of said water service connection is required.

Upon obtaining a firm bid for construction of the Main Water System (the "Construction Bid"), the Mutual shall provide written notice, to all then-existing Water Subscribers as of the date of such bid and of the amount of the Construction Expenses. Each such Water Subscriber's share of the Construction Expenses shall be calculated by dividing the Construction Expenses by the number of Water Subscribers' parcels to be served by the Mutual as of that Construction Bid date. Each of the then-existing Water Subscribers shall continue to be a Water Subscriber if, within twenty (20) days (except as specifically provided for in Paragraph 13(a) to this Agreement) of their receipt of notice that the Mutual has obtained the Construction Bid, they pay to the Mutual their share of the Construction Expenses. Any of the Water Subscribers to this Agreement owning more than one parcel in the Mutual Service Area shall pay Construction Expenses associated with each parcel owned by that party. If any of the then-existing Water Subscribers do not make the required payment within said twenty (20) days (except as specifically provided for in Paragraph 13(a) to this Agreement), they shall not continue to be Water Subscribers and the amounts owed by the remaining Water Subscribers shall be recalculated and the Plan modified to include only those Water Subscribers' parcels whose owners have made the required payment for Construction Expenses. Any party that has contributed funds (or has contracted to contribute funds, which only applies to the State Coastal Conservancy), pursuant to Paragraph 6(c) below, towards Construction Expenses shall be entitled to a credit against their share of these expenses in the amount of their contribution.

Construction of the Main Water System shall commence and proceed to completion as soon as practical following the execution of a construction contract pursuant to the Construction Bid. Construction of each Lateral off of the Main Water System shall be constructed in accordance with the Mutual's engineer's specifications and shall be the responsibility of each of the party(s) whose properties are served by that Lateral as related to the timing of such construction. Individual service connections extending off Laterals including water lines, meters and appurtenances to residences shall be approved by the Mutual's engineer and shall be constructed by the owners of those residences being served by said water service connections to said residence and at such time as said service connection is required.

Any property owner within the Mutual Service Area who is not a Water Subscriber and who seeks to become a later additional Water Subscriber ("Additional Water Subscriber"), by virtue of a subdivision which has created additional parcels within the Service Area of which that Additional Water Subscriber is an owner of that newly created parcel(s), may do so by paying their share of the

Construction Expenses, calculated by dividing the total Construction Expenses by the total Water Subscriber's number of parcels and the total Additional Water Subscriber(s) parcel(s) plus pay any additional expenses associated with adding water service to their parcel(s) from the Mutual. Upon a written request from Additional Water Subscriber(s) to the Mutual to provide water service to the newly created parcel(s), the Mutual shall provide written notice to the owner(s) of the newly created parcels of the amount of their cost share(s) of Construction Expenses which shall be due and payable to the Mutual within twenty (20) days of their receipt of the notice. If any of the owner(s) of the newly created parcels do not make the required payments, they shall not be included as Additional Water Subscribers and the amounts owed by the remaining Additional Water Subscribers shall be recalculated.

Any property owner(s) within the Service Area who are Initial Subscriber(s) and actively pursuing the sale of their property(s) for funds available through Proposition 70, for the Big Sur Viewshed Acquisition Program under the California Wildlife Coastal and Park Land Conservation Act of 1988, and choosing not to become a Water Subscriber at the time the Mutual obtains the Construction Bid and at a later date for any reason does not complete the sale for Prop. 70 funds may become an Additional Water Subscriber by paying their share of the Construction Expenses, calculated by dividing the total Construction Expenses paid by the total Water Subscriber's number of parcels and the total Additional Water Subscriber(s) parcel(s) plus pay any additional expenses associated with adding water service to their parcel(s) from the Mutual. Upon a written request from Additional Water Subscriber(s) to the Mutual to provide water service to the parcel(s) whose sale for Proposition 70 funds was not completed, the Mutual shall provide written notice to the owner(s) of said parcel(s) of the amount of their cost share(s) of Construction Expenses which shall be due and payable to the Mutual within twenty (20) days of their receipt of the notice. If any of the owner(s) of said parcel(s) do not make the required payments, they shall not be included as Additional Water Subscribers.

(i) The anticipated water source for the mutual is located on Bibbero's parcel. Bibbero will convey to the Mutual upon commencement of construction of the system the existing well, well lot easement, and appurtenances to the well; excluding the existing pump, water line, storage tank and pressure system serving the Bibbero parcel. Bibbero's expense for the well is \$44,593.76, excluding the costs of the existing pump, water line, storage tank and pressure system. This expense shall be included in Construction Expenses.

(c) The Parties to this Agreement, their heirs, assigns or successors in interest may make direct expenditures for the benefit of the Mutual (which the Mutual has authorized), in advance of the issuance of their share(s) and/or in excess of their proportionate share of Formation and/or Construction Expenses. For such expenditures, the Mutual will issue credit toward their respective share(s) for sums contributed or expended in advance of the issuance or in excess of the proportionate share of expenses. For such sums contributed in advance of the issuance of share(s) by the Mutual, the Mutual will guarantee credit in the amount of the expenditure by that party against any sums that otherwise would be due to the Mutual by that party and the right to acquire those shares to the property owner, their heirs, successors or assigns for whose benefit such contributions were made.

For such sums contributed in excess of the proportionate expenses, the Mutual will reimburse for contributions made for such sums contributed in excess of the proportionate share of Formation and Construction expenses.

Any payments made to the Mutual by Initial Subscribers, Additional Subscribers, Water Subscribers or Additional Water Subscribers which become excess of the proportionate Formation Expenses and/or Construction Expenses of a Party by virtue of a recalculation of said Formation and/or Construction Expenses due to an inclusion of Additional Subscribers and/or Additional Water Subscribers as per Paragraphs 6(a) and/or 6(b) shall be held on account for the benefit of that Party by the Mutual and shall be applied to future payments owed by that Party to the Mutual.

(d) Clinton and Margaret Eastwood (the "Eastwoods") are former Victorine Ranch property owners who owned property adjacent to the Service Area and are not party to this Agreement. The Mutual has received an Easement Grant Deed from the Eastwoods for road and utility purposes as set forth and recorded on September 19, 1995 in the Official Records of the County of Monterey at Reel 3276, Pages 1400 to 1408 and an Easement Deed from the Eastwoods for roadway, utilities, pipeline and water storage purposes as set forth and recorded on July 7, 1995 in the Official Records of the County of Monterey at Reel 3247, Pages 1444 to 1446 and re-recorded on September 19, 1995 at Reel 3276, Pages 1422 to 1425. Certain property owners within the Service Area have received a Conditional Easement Grant Deed from the Eastwoods for road and utilities as set forth and recorded on September 19, 1995 in the Official Records of the County of Monterey at Reel 3276, Pages 1386 to 1399 and re-recorded on November 20, 1995 at Reel 3302, Pages 1429 to 1444. Copies of the abovementioned Easement Grant Deed, Easement Deed and Conditional Easement Grant Deed are incorporated herein and attached hereto as Exhibit "D".

(e) In the event that an open space easement or fee simple interest of any Parcel within the Service Area of the Mutual is conveyed to the State of California, County of Monterey, or an agency thereof for scenic conservation or open space purposes, share(s) issued to such Parcel(s) shall be extinguished by the Mutual at close of escrow. The Mutual shall have no obligation to reimburse subscribers or the shareholders who convey any such interest for any payments made by them to the Mutual.

(f) On-going Expenses. The Mutual will collect revenues (the "Revenues") derived from metered water usage by individual shareholders at a yet to be determined rate based on cost of service necessary to pay the expenses of the Mutual from the sale of water to its shareholders who have been issued shares pursuant to Paragraph 7 below. The Revenues will be applied to cover the on-going operating expenses of the Mutual plus normal maintenance and repair of the system and the hiring of a licensed operator for bacteria testing as required by the regulatory agencies. The Mutual shall have the power to levy charges to its shareholders for a reserve fund and to assess its shareholders equally to cover the replacement cost and installation of any major part to the Main Water System in case of failure and in the event that the Mutual has insufficient reserve funds to cover such costs.

#### 7. Issuance of Shares.

Upon compliance with the terms and conditions of this Agreement, the Mutual's Articles of Incorporation, bylaws and applicable rules and regulations, and governmental rules and regulations, the owner of each existing or hereinafter legally recognized parcel in the Mutual's Service Area will be entitled to obtain one share appurtenant to the parcel from the Mutual at such time as individual service connection is made to the Mutual's water system and consistent with County and State regulations.

#### 8. Necessary Actions.

The Parties intend that the Mutual take all actions necessary to give effect to this Agreement, to construct the water system, and to issue shares in the Mutual, including, but not limited to, making and pursuing applications with applicable local, state and Federal governmental agencies for regulatory approvals for the water system and the issuance of shares in the Mutual. The Parties agree to execute any documents necessary for the Mutual to make, pursue or secure such applications and approvals.

9. Location of Facilities.

Water system facilities will be located based on the advice of the Mutual's Engineer.

10. Reciprocal Water Rights and Grants of Easements.

The shareholders will convey the water rights for their parcels to the Mutual as a condition concurrent to the issuance of appurtenant shares in the Mutual and the right to water service from the Mutual. The shareholders will also convey to the Mutual any easements over their property necessary, in the opinion of the Mutual Engineer, for the Mutual's Water System and laterals including, but not limited to, a well easement for construction of replacement well(s) to produce sufficient water to serve the Mutual's shareholders in the event that the existing well fails. Such replacement well easement shall be located such that it shall be mutually acceptable to the Mutual and the party(s) whose property(s) on which said easement is located.

No shareholder shall receive any consideration for the granting of any such water right or easement, except for the appurtenant right to water service from the Mutual for the parcel(s) involved.

In the event that a shareholder withdraws from the Mutual, the Mutual shall re-convey the water rights to their parcel(s) back to that shareholder at such time as that shareholder formally withdraws from the Mutual by written request, provided that the Mutual is not then using that shareholder's water rights. The Mutual shall have no obligation to reimburse a shareholder who withdraws from the Mutual for any costs or expenses that shareholder has previously paid or contributed to the Mutual.

11. Reciprocal Grants of Easement for Access and Utilities.

The Parties to this Agreement shall execute Reciprocal Grants of Easement for the benefit of the Mutual for road and utility purposes as a condition concurrent to the issuance of appurtenant shares in the mutual. This Easement shall be located such that it shall be mutually acceptable to the Parties to this Agreement. At such time as the common roadway is constructed in its final configuration and location within the Service Area and is improved with a permanent surface including all drainage facilities, a notice of location document disclosing the actual surveyed location of the Easement and roadway within the Easement shall be prepared by the Mutual's engineer and may be recorded by the

Mutual as approved by its shareholders including those having rights to acquire shares as guaranteed by the Mutual.

No Party shall receive any consideration for the granting of any such right for roadway access and utility purposes.

12. Further Documents and Acts.

The Parties agree to execute and deliver documents as reasonably requested by the Mutual, in order to give effect to this Agreement, within twenty (20) days after a written request is delivered to the party.

13. State Coastal Conservancy.

The Parties acknowledge that the State Coastal Conservancy ("Conservancy") is an agency of the State of California, and cannot itself acquire or hold shares in the Mutual. The Parties further acknowledge that the Conservancy is governed by a Board of Directors (the "Board") who make decisions regarding, but not limited to Conservancy policy and authorization and disbursement of Conservancy expenditures. However, the Conservancy is entering into this Agreement to secure the right for its successors in interest to obtain such shares in the Mutual and to the extent that the Conservancy makes expenditures for the benefit of the Mutual, as provided in Paragraph 6(c) or payments to the Mutual as provided in Paragraphs 6(a) and/or 6(b), the Conservancy shall receive the guaranteed credit and right for its successors or assigns to obtain shares in the Mutual. The Parties further acknowledge that the Conservancy intends to subdivide into four (4) parcels the property it currently owns within the Mutual's Service Area known as the Craven/Nation property, and to sell the property to one or more private parties.

(a) Construction Expenses Provision. If the Conservancy desires to become a Water Subscriber, it shall be required to pay its share of Construction Expenses for the two (2) existing Craven/Nation parcels as calculated in Paragraph 6(b) or to make a contribution to the Mutual in an amount equal to or greater than said calculation in accordance with Paragraph 6(c), as provided herein.

Within thirty (30) days following the issuance of the CDP to the Mutual and of the Mutual obtaining the Construction Bid, the Mutual shall provide written notice to the Conservancy of the date of issuance of the CDP, the names of the Initial Subscribers in the Mutual, the total cost of Formation Expenses, the cost of compliance with CDP conditions of approval, the cost of any additional engineering and other fees necessary to obtain a Building

Permit to construct the Main Water System, the costs of building and grading permits, a copy of the Construction Bid, the total Construction Expenses and the Conservancy's share of Construction Expenses according to calculations pursuant to Paragraph 6(b).

By March 31, 1996, or within forty-five (45) days of receipt of the above-described written notice from the Mutual, whichever later occurs, the Conservancy staff shall submit to the Conservancy Board the amount of the Conservancy's share of Construction Expenses. If the Conservancy Board authorizes this expenditure, the Conservancy shall pay its share of Construction Expenses, or contract to expend an amount equal to or greater than said calculated amount pursuant to Paragraph 6(c), as follows: Within sixty (60) days of such Conservancy Board authorization, or within sixty (60) days of the Mutual's providing written notice to other Water Subscribers of their share of Construction Expenses pursuant to Paragraph 6(b), whichever later occurs, the Conservancy shall pay its share of Construction Expenses; provided, however, that the Conservancy shall only be required to pay \$35,000 towards Construction Expenses until sixty (60) days after funds have been appropriated to the Conservancy by the California Legislature in the fiscal year 1996-97 State Budget.

In the event that the Conservancy Board does not authorize expenditure of funds for the Conservancy's share of Construction Expenses and the Conservancy fails to make the required payment within the above-stated time frames, then the Conservancy shall not be a Water Subscriber.

#### 14. Enforcement of Agreement.

This Agreement may be specifically enforced. The Parties agree to have any disputes about this Agreement submitted to binding arbitration by a neutral arbitrator selected by the Parties, or if they cannot agree, by a neutral arbitrator selected by the Presiding Judge of the Monterey County Superior Court. The arbitration shall be conducted in accordance with California Code of Civil Procedure Sections 1280 et. seq. The arbitration award may be judicially enforced. If, for any reason outside the control of any Party requesting in writing the resolution of a dispute under this Agreement, a dispute remains unresolved 61 days after delivery of the request to the other Parties, the Party requesting resolution may file suit for legal and equitable relief, as appropriate. The failure to enforce any part of this Agreement at any time shall not be a waiver of the ability to enforce it at a later time by any party.

15. Binding Effect.

This Agreement shall bind and benefit the Parties and their successors, heirs and assigns. This Agreement contains and supersedes all of the agreements and understandings of the Parties about the formation of the Mutual and may be changed only by a writing signed by the Parties.

16. Time of the Essence.

Time is of the essence in the performance of this Agreement.

17. Memorandum of Agreement.

The Parties who are the minimum subscribers as per Paragraph 4 to this Agreement will execute a Memorandum of Subscription Agreement (the "Memorandum") in the form of Exhibit "E" as attached hereto. An addendum to the Memorandum shall be prepared and recorded when any additional Party executes this Agreement.

18. Counterparts. This Agreement may be signed in counterparts, all of which shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

SIGNATURE PAGES

Mutual Water Company Subscription Agreement  
Victorine Ranch Mutual Water Company

VICTORINE RANCH MUTUAL WATER COMPANY,  
a California Corporation

Dated: \_\_\_\_\_ By:   
Its President

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Helen P. Bibbero

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Fisher, Executive Officer  
California State Coastal Conservancy,  
an agency of the State of California

Dated: 12/15/95 By:   
Stephen Bunyard, President  
ZTF Consulting Group, Inc  
a Missouri Corporation

MARY S. HENNING  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES 2/2/98

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rosemarie Preh

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Betsy Bell Hagar

SIGNATURE PAGES

Mutual Water Company Subscription Agreement  
Victorine Ranch Mutual Water Company

VICTORINE RANCH MUTUAL WATER COMPANY,  
a California Corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its President

Dated: Dec. 6, 1995 By: Helen P. Bibbero  
Helen P. Bibbero

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Fisher, Executive Officer  
California State Coastal Conservancy,  
an agency of the State of California

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen Bunyard, President  
ZTF Consulting Group, Inc.,  
a Missouri Corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rosemarie Preh

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Betsy Bell Hagar

SIGNATURE PAGES

Mutual Water Company Subscription Agreement  
Victorine Ranch Mutual Water Company

VICTORINE RANCH MUTUAL WATER COMPANY,  
a California Corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Helen P. Bibbero

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Fisher, Executive Officer  
California State Coastal Conservancy,  
an agency of the State of California

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Stephen Bunyard, President  
ZTF Consulting Group, Inc.,  
a Missouri Corporation

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rosemarie Preh

Dated: Dec. 8, '95 By: Betsy Bell Hagar  
Betsy Bell Hagar

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Anita Gozzi

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Nancy B. Cherney

- Exhibit A - Property Description of Service Area
- Exhibit B - Property of Parties Within Service Area
- Exhibit C - Water System Plan
- Exhibit D - Copy of Grant Deed from Eastwoods  
Copy of Easement Deed from Eastwoods  
Copy of Conditional Easement Grant Deed from Eastwoods
- Exhibit E - Memorandum of Subscription Agreement

EXHIBIT "A"

Parcel 1 Assessor's Parcel Number: 243-211-017 & 243-221-019

Situate in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, particularly described as follows:

Beginning at a 1-1/2" iron pipe on the easterly line of State Highway No. 1, being the southwesterly corner of that certain 36.03 acre parcel as shown on the map entitled, "Record of Survey for LeForust, Inc., 36.03 Acre Parcel Victorine Ranch", filed October 24, 1958 in Book Five of Surveys, at Page 193, Monterey County Records, running thence along the southerly boundary of said ranch

- (1) N. 61 ° 04 ' E., 5,492.25 feet; thence
- (2) N. 42 ° 12 ' E., 795.98 feet; thence leaving the line of said Ranch
- (3) N. 47 ° 48 ' W., 50.00 feet; thence
- (4) N. 79 ° 52 ' W., 485.56 feet; thence
- (5) S. 61 ° 04 ' W., 3,761.33 feet; thence
- (6) S. 80 ° 45 ' W., 101.0 feet; thence
- (7) S. 16 ° 45 ' W., 85.00 feet; thence
- (8) S. 58 ° 30 ' W., 125.00 feet; thence
- (9) S. 78 ° 00 ' W., 430.00 feet; thence
- (10) N. 81 ° 00' W., 350.00 feet to a point on the easterly line of above said 36.03 acre parcel at a distance N. 1 ° 29 ' W., 1,036.90 feet from the southeast corner of said 36.03 acre parcel; thence leaving said easterly line
- (11) West, 211.68 feet; thence
- (12) S. 73 ° 00 ' W., 140.00 feet to an angle point on the northwesterly line of said 36.03 acre parcel; thence running along said northwesterly line
- (13) S. 37 ° 03 ' 30 " W., 69.56 feet; thence
- (14) S. 66 ° 49 ' 30 " W., 450.59 feet; thence
- (15) N. 75 ° 50 ' 30 " W., 194.97 feet; thence

(16) S. 30 ° 43 ' 30 " W., 347.17 feet; thence

(17) S. 48 ° 48 ' 40 " W., 65.64 feet to the northwesterly corner of said 36.03 acre parcel on the easterly line of above said State Highway No. 1; thence running along the said easterly line of said highway

(18) 192.52 feet along the arc of a non-tangent curve to the left (center bears N. 55 ° 10 ' 40 " E., 1,960 feet distant) through a central angle of 5 ° 37 ' 40 " to a concrete monument opposite Station 211-64-49 BC, as shown on said map; thence tangentially and continuing along said easterly line

(19) S. 40 ° 27 ' E., 561.10 feet to a concrete monument opposite Station 206-03-48 BC, as shown on said map; thence continuing along said easterly line

(20) 283.11 feet along the arc of a tangent curve to the left with a radius of 1,960 feet through a central angle of 8 ° 16 ' 34 " to the point of beginning, and being a portion of said Victorine Ranch.

Parcel 2 Assessor's Parcel Number: 243-221-001

Certain real property lying, situated and being in Rancho San Jose y Sur Chiquito, County of Monterey, State of California, being also within that portion of the Victorine Rancho shown and delineated on that certain Map entitled "Survey of a Portion of the Victorine Rancho South of Mal Paso Creek, Monterey County, California, filed for Record with the Recorder of Monterey County, California, on July 30, 1928, in Volume 3 of Surveys at Page 126, Being particularly described as follows:

Beginning at a Point on the Easterly line of State Highway No. 1 which Bears South 8 ° 05 ' East 147.37 Feet along the Easterly line of said State Highway No. 1 from a Concrete Monument Standing North 81 ° 55 ' East 40.00 Feet from said State Highway No. 1 Center-Line Station 240+95.16, as said Highway and Said Monument are shown on that certain Map entitled, "State of California, Department of Public Works, Division of Highways, Plan and Profile of State Highway in Monterey County between Rock Creek and San Remo Divide, V-Mont-56-18-23", and Thence

(1) Along the Easterly line of said State Highway No. 1, South 8 ° 05 ' East 468.37 Feet, Thence

(2) Leaving said Easterly line of said State Highway No. 1, South 80 ° 29 ' East 531.02 Feet; Thence

- (3) North 21 ° 35 ' 30 " East 391.84 Feet; Thence  
(4) North 75 ° 41 ' 20" West 757.26 Feet to the Point  
of Beginning.

Parcel 3 Assessor's Parcel Number: 243-221-002 & 243-221-021

Beginning at a 2" x 2" stake at the Northwest corner of Parcel 2 as said Stake, Corner and Parcel are shown on that certain Map entitled "Record of Survey a Portion of Victorine Ranch South of Malpas Creek" filed January 4, 1957 in Volume 5 of Surveys at Page 91, Records of Monterey County, California, Thence along the Northerly line of said Parcel

- (1) S. 80 ° 29 ' E., 1203.29 Feet to a 2" X 2" Stake at the North Easterly corner of said Parcel; Thence along the Easterly line of Said Parcel and Parcel 1 shown on said Map  
(2) S. 8 ° 05 ' E., 548.84 Feet; Thence leaving said line  
(3) N. 73 ° 58 ' 40 " W., 205.83 Feet; Thence  
(4) S. 79 ° 42 ' 45 " W., 297.83 Feet; Thence  
(5) S. 84 ° 47 ' 45 " W., 242.62 Feet; Thence  
(6) S. 64 ° 15 ' 18 " W., 439.91 Feet to a point on the Westerly line of said Parcel 1, Being the Easterly line of State Highway No. 1; Thence along said line  
(7) N. 8 ° 05 ' W., 961.35 Feet to the point of beginning and being a Portion of said Parcels 1 and 2.

Excepting therefrom that Parcel described as follows:

Beginning at a 2" X 2" Stake at the Northeast corner of Parcel 1 as said Stake, Corner and Parcel are shown on that certain Map entitled "Record of Survey a Portion of Victorine Ranch South of Malpas Creek", filed January 4, 1957 in Volume 5 of Surveys at Page 91, Records of Monterey County, California; Thence along the Easterly line of said parcel 1

- (1) S. 8 ° 05 ' E., 262.68 Feet to the Northeastern corner of that Certain 17.913 Acre Parcel described in Deed to Florence Zellhoefer recorded November 24, 1961 in Volume 2205, Official Records of Monterey County, California at Page 284, Thence Leaving said Easterly line and along the Northerly Boundary of said 17.913 Acre Parcel  
(2) N. 73 ° 58 ' 40 " W., 205.83 Feet; Thence

- (3) S. 79 ° 42 ' 45 " W., 297.82 Feet; Thence
- (4) S. 84 ° 47 ' 45 " W., 242.62 Feet; Thence
- (5) S. 64 ° 15 ' 18 " W., 439.91 Feet to a Point on the Westerly line of said Parcel 1, said Line being also the Easterly line of State Highway No. 1 as shown on said Map; Thence leaving said Boundary and along said Line
- (6) N. 8 ° 05 ' W., 62.97 Feet; Thence leaving said line and along a line drawn parallel with and 60.00 Feet Northerly of above described courses (3), (4) and (5)
- (7) N. 64 ° 15 ' 18 " E., 431.68 Feet; Thence
- (8) N. 84 ° 47 ' 45 " E., 250.83 Feet; Thence
- (9) N. 79 ° 42 ' 45 " E., 50.65 Feet; Thence leaving said Parallel line
- (10) N. 8 ° 05 ' W., 128.07 Feet to a point on the Northerly line of said Parcel 1; Thence along said Northerly line
- (11) N. 81 ° 55 ' E., 434.51 Feet to the Point of Beginning and being a Portion of said Parcel 1.

Parcel 4 Assessor's Parcel Number: 243-221-024

Parcel "A" as shown on the map filed March 5, 1982 in Volume 13 of surveys, Page 31, County of Monterey, State of California.

Parcel 5 Assessor's Parcel Number: 243-221-026

All that certain real property located in the unincorporated area of the County of Monterey, State of California, described as Parcel B-1 on that certain map filed for record July 22, 1983, Volume 15 of Parcel Maps, Page 157, Records of the County of Monterey.

Parcel 6 Assessor's Parcel Number: 243-221-027

Parcel B-2 as said parcel is shown on the Parcel Map recorded July 22, 1983 in Volume 15 of Parcel Maps, at page 157, Monterey County Records.

Parcel 7 Assessor's Parcel Number: 243-221-028

Parcel B-3 in the County of Monterey, State of California, on that certain map filed for record July 22, 1983, in the Office of the County Recorder of said County in Volume 15 of Parcel Maps, Page 157.

Parcel 8 Assessor's Parcel Number: 243-221-029

Parcel B-4 on that certain map filed for record July 22, 1983, Volume 15 of Parcel Maps, page 157, Records of the County of Monterey.

EXHIBIT "B"

PROPERTY OF PARTIES WITHIN MUTUAL SERVICE AREA

The properties within the Mutual Service Area and their owners are listed below and are shown on the County of Monterey Assessor's Map - Book 243, Page 21 (a copy of which is attached and located on Exhibit "B", Page 2 of 3) and Book 243, Page 22 (a copy of which is attached and located on Exhibit "B", Page 3 of 3).

County of Monterey  
Assessor's Map  
Book 243, Page 21

<u>Property Owner</u>	<u>Assessor's Parcel Number</u>	<u>Described Parcel From Exhibit "A"</u>
State of California	243-211-017	Parcel 1

County of Monterey  
Assessor's Map  
Book 243, Page 22

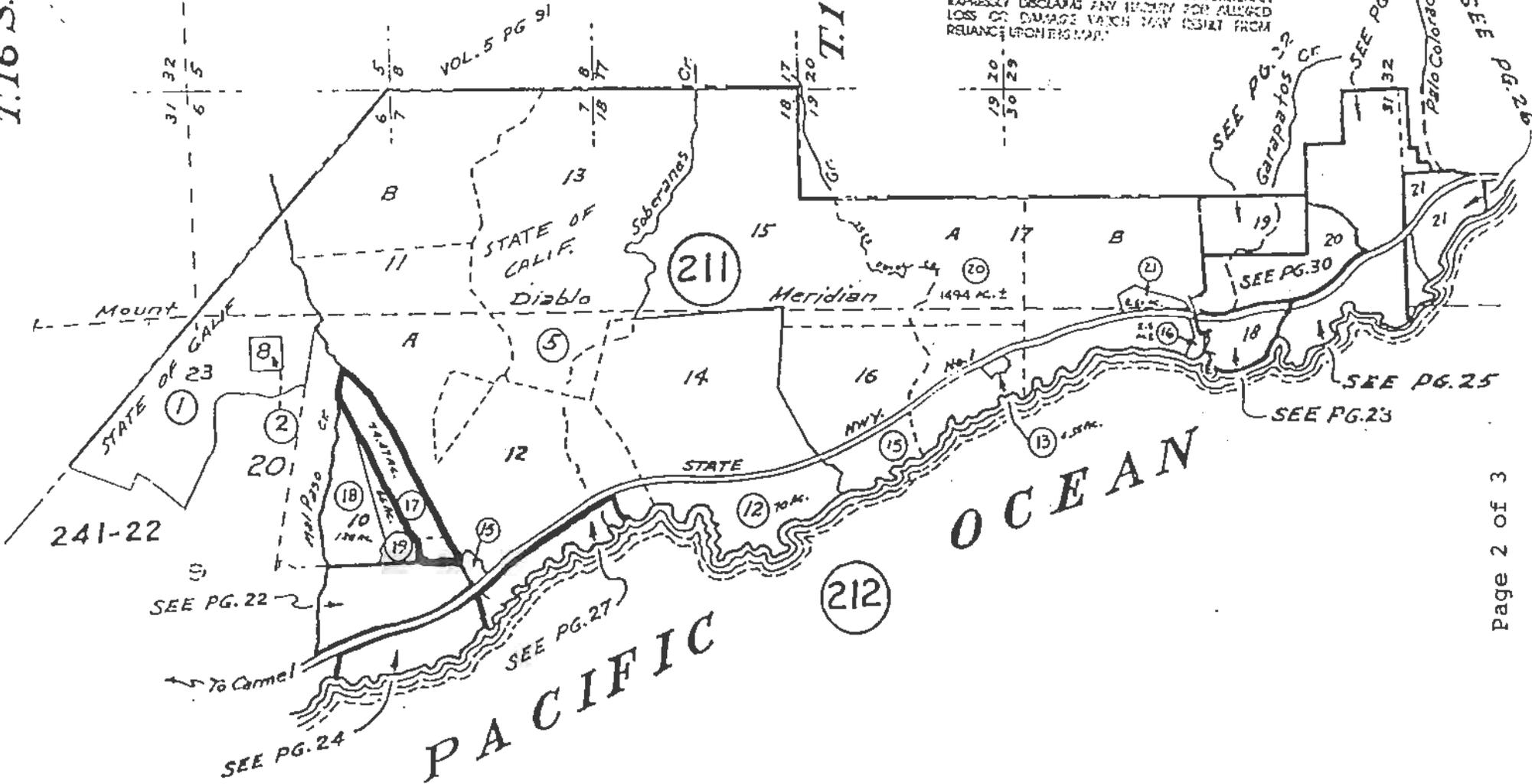
<u>Property Owner</u>	<u>Assessor's Parcel Number</u>	<u>Described Parcel From Exhibit "A"</u>
State of California	243-221-019	Parcel 1
Rosemarie Preh	243-221-001	Parcel 2
Rosemarie Preh	243-221-002	Parcel 3
Rosemarie Preh	243-221-021	Parcel 3
ZTF Consulting Group Inc.	243-221-024	Parcel 4
Helen P. Bibbero	243-221-026	Parcel 5
Anita Gozzi	243-221-027	Parcel 6
Betsy Bell Hagar	243-221-028	Parcel 7
Nancy B. Cherney	243-221-029	Parcel 8

T.16 S., R.1E.



T.17 S., R.1E. TAX CODE AREA

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



Ro. SAN JOSE Y SUR CHIQUITO  
LOTS 10 Thru 21 & 23

EXHIBIT "C"

A.P. #  
243-221-17  
(NOT A PART  
OF THIS  
STUDY)

P. # 243-221-21

P. # 243-221-02

A.P. # 243-221-01

STATE HIGHWAY 1

LOWER LIMIT OF PRESSURE ZONE "A"

EXIST. ROAD

SVC. P

A.P. # 243-221-19

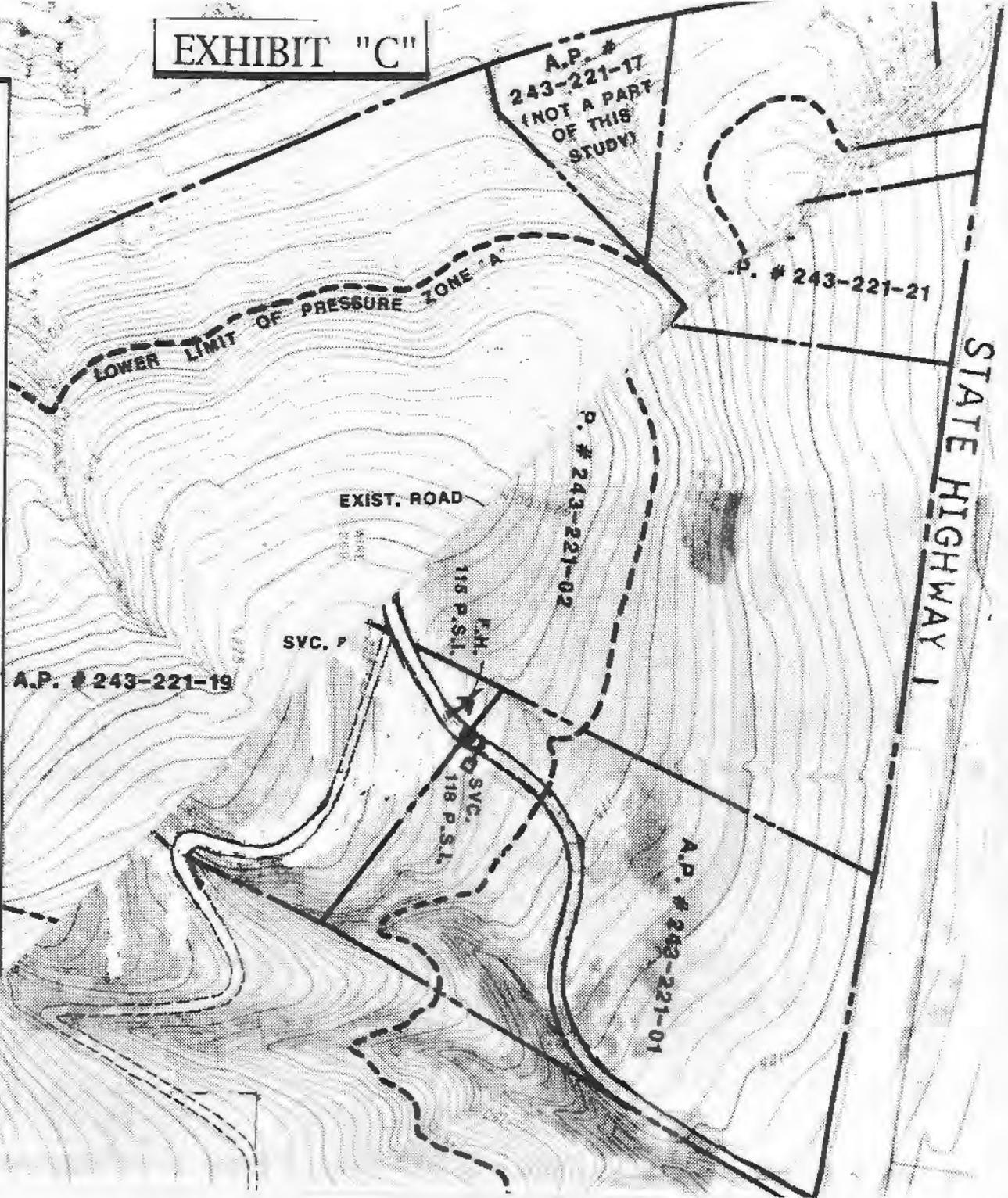
F.H.  
115 P.S.L.

SVC.  
118 P.S.L.

MONTEREY COUNTY,

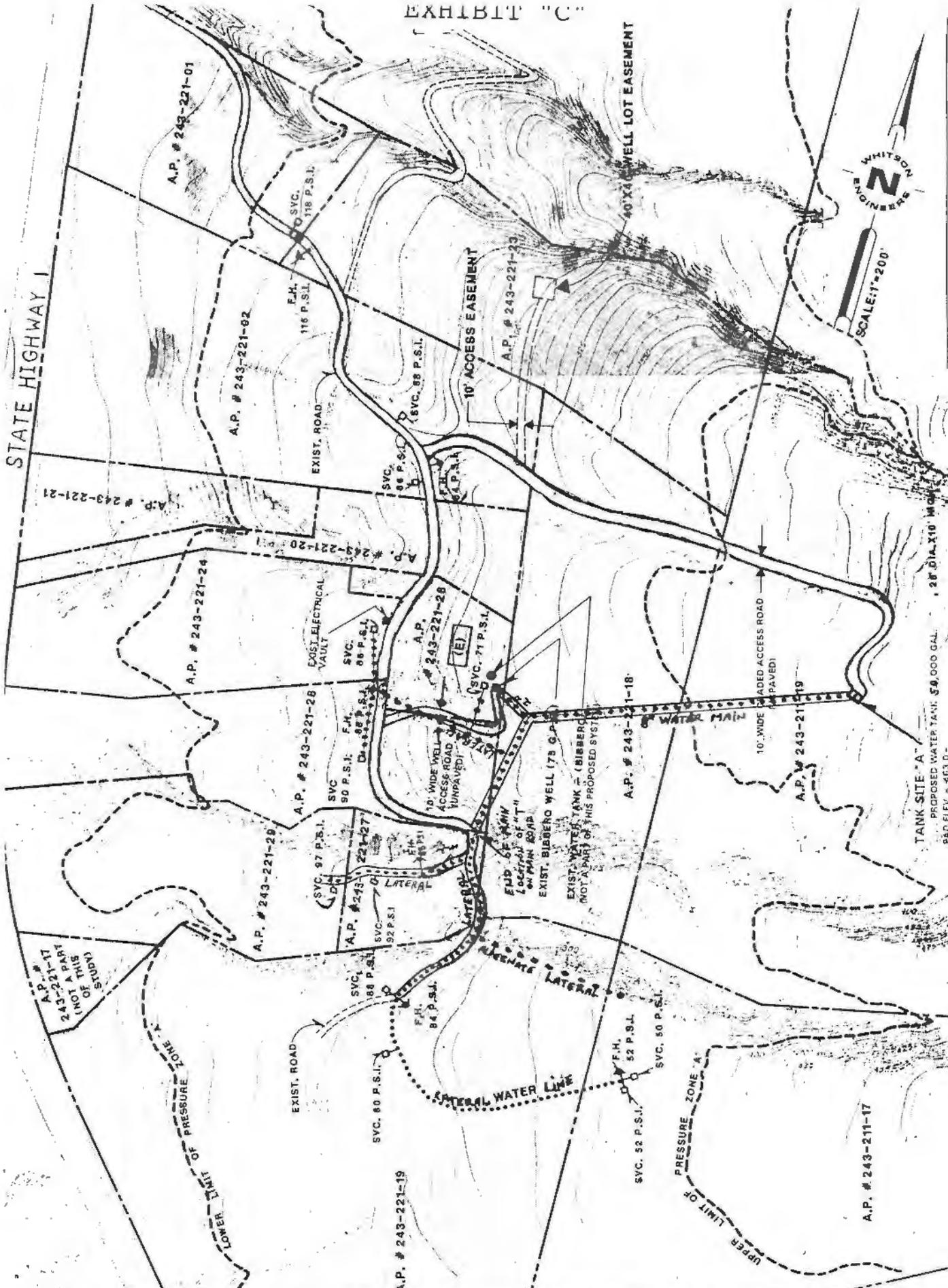
VICTORINE RANCH MUTUAL WATER SYSTEM PLAN

WATER SYSTEM PLAN





STATE HIGHWAY 1



# VICTORINE RANCH MUTUAL WATER COMPANY

MONTEREY COUNTY,

CALIFORNIA

## WATER SYSTEM PLAN

EXHIBIT "D"

The following documents recorded at: The Office of Recorder  
County of Monterey  
Salinas, California

are incorporated herein and attached hereto in the form of  
Exhibit "D" to the Agreement.

1) Easement Grant Deed

Doc. # 49699  
Recorded on September 19, 1995 at 8:29 AM  
Reel 3276  
Pages 1400 - 1408

2) Easement Deed

Doc. # 34168  
Recorded on July 7, 1995 at 10:34 AM  
Reel 3247  
Pages 1444 - 1446

Doc. # 49701  
Re-recorded on September 19, 1995 at 8:30 AM  
Reel 3276  
Pages 1423 - 1425

3) Conditional Easement Grant Deed

Doc. # 49698  
Recorded on September 19, 1995 at 8:29 AM  
Reel 3276  
Pages 1386 - 1399

Doc. # 64308  
Re-recorded on November 20, 1995 at 8:00 AM  
Reel 3302  
Pages 1429 - 1444

RECORDING REQUESTED BY )  
& WHEN RECORDED MAIL TO: )  
  
Victorine Ranch Mutual )  
Water Company )  
c/o Carmel Development )  
Company )  
P.O. BOX 450 )  
Carmel, CA 93921 )

R	12
M	1
RF	9
TC	8
T	30

49699

ATTORNEY

SEP 19 8 29 AM '95

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

**EASEMENT GRANT DEED**

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ -0-

- ( ) 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: ( ) City of \_\_\_\_\_, and

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

CLINTON EASTWOOD as his sole and separate property, as to an undivided 1/2 interest, and MARGARET EASTWOOD, TRUSTEE OF THE MARGARET EASTWOOD TRUST U/D/T DATED AUGUST 21, 1990, as to an undivided 1/2 interest, as to that certain property described herein

hereby GRANT(S) to VICTORINE RANCH MUTUAL WATER COMPANY, a California Corporation; for the benefit of the property located in Exhibit "A" attached hereto and made a part hereof, as described as follow:

PARCEL 1

An easement for road and utility purposes, in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, over that portion of the land described in deed to Clinton and Margaret Eastwood filed for record on 15 May 1980 in Reel 1408 of Official Records of said County at Page 585, lying within the easement strip 60 feet wide described in the deed of easement executed by Rosemarie Preh, as Grantor, to Helen Bibbero et al, Grantees, filed for record on June 14, 1991 in Reel 2656 of Official Records of said County at Page 47, said portion being graphically shown on the sketch map attached hereto as Exhibit "B".

PARCEL 2

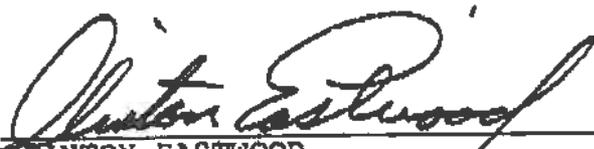
An easement for road and utility purposes, in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, over that portion of the parcel of land described in deed from Charles G. Sawyer, et ux, to Clinton Eastwood, et ux, dated December 24, 1967 and recorded December 28, 1967 in Reel 536 of Official Records of said County at Page 947, bounded and described as follows:

Beginning at the angle point connecting courses numbered (1) and (2) of the boundary of said parcel as described in said deed; thence

- (1) N. 8° 05' W. along said course numbered (1) of said boundary, a distance of 60.00 feet; thence, leaving said course and boundary
- (2) EAST, 55.00 feet; thence
- (3) S. 54° 28' E., 54.42 feet, to said course numbered (2) of said parcel boundary; thence
- (4) S. 73° 00' W. along said course numbered (2), a distance of 95.00 feet, to the point of beginning.

Date: \_\_\_\_\_

9-18-95

  
 CLINTON EASTWOOD

  
 MARGARET EASTWOOD, Trustee

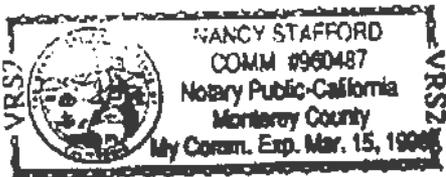
STATE OF CALIFORNIA

COUNTY OF MONTEREY

REEL 3276 PAGE 1402

On September 18, 1995, before me, NANCY STAFFORD, Notary Public, personally appeared CLINTON EASTWOOD AND MARGARET EASTWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



*Nancy Stafford*

Certain real property situate in the Rancho San Jose y Sur Chiquito, in the County of Monterey, State of California, bounded and described as follows:

Beginning at the most southerly corner of the parcel of land described in deed from Cecile V. Nation, Trustee, to the State of California, dated February 5, 1907 and recorded April 21, 1907 in Reel 2087 of Official Records of said County at Page 744, on the northeasterly line of California State Highway No. 1, as shown on "Plan and Profile of State Highway, V-Mon-56-H, Sheets 16, 17 and 18 of 23, dated June 29, 1931", said highway line here being a circular curve, concave northeast, of radius 1960 feet (a radial line of said curve through said point of beginning has a bearing of S. 41° 16' 26" W); thence, following the boundary of said parcel, and boundary of the 36.03 acre parcel of land shown on the Record of Survey Map filed for record on October 24, 1958 in Volume 5 of Surveys at Page 193, Records of said County

- (1) Northwesterly along said circular curve of radius 1960 feet, through a central angle of 8° 16' 34", an arc distance of 283.11 feet, to a point of tangency opposite Station 206 plus 03.48, E.C., of the centerline of said highway; thence
- (2) N. 40° 27' W. (on said Highway Plan and Profile N. 40° 19' W.), 561.01 feet, to a point of curvature opposite Station 211 plus 64.49, B.C., of the centerline of said highway; thence
- (3) Northwesterly along a tangent curve to the right with radius of 1960 feet, through a central angle of 5° 37' 40", an arc distance of 192.52 feet, to the most southerly corner of the parcel of land described in deed from Don E. Sprong et ux to Western Title Guaranty Company, dated June 7, 1962 and recorded June 11, 1962 in Reel 63 of Official Records of said County at Page 132; thence, leaving said highway line and following the boundary of said parcel
- (4) N. 48° 48' 40" E., 65.64 feet; thence
- (5) N. 30° 43' 30" E., 277.39 feet; thence
- (6) S. 79° 38' 15" W., 330.22 feet, to the most westerly corner of said parcel, on said northeasterly highway line, said line being said circular curve of radius 1960 feet, at a point through which a radial line of said curve bears S. 62° 46' 13" W.; thence, again following said northeasterly highway line

(7) Northwesterly and northerly, curving to the right on said curve of radius 1950 feet, through a central angle of  $19^{\circ} 08' 47''$ , an arc distance of 654.97 feet, to a point of tangency opposite Station 222 plus 94.30=223 plus 41.69, E. C., of said centerline; thence

(8) N.  $8^{\circ} 05' W.$ , 1753.60 feet, to a point of curvature opposite Station 240 plus 95.16, D.C., of said highway centerline; thence

(9) Northerly along a tangent circular curve to the left with radius of 1040 feet, through a central angle of  $15^{\circ} 28'$ , an arc distance of 200.74 feet, to a point of tangency opposite Station 243 plus 65.10, E. C., of said highway centerline; thence

(10) N.  $23^{\circ} 33' W.$ , 255.80 feet, to a point of curvature opposite Station 246 plus 20.90, D. C., of said highway centerline; thence

(11) Northerly along a tangent circular curve to the right with radius of 960 feet, through a central angle of  $25^{\circ} 09'$ , an arc distance of 421.39 feet, to a point of tangency opposite Station 250 plus 59.85, E. C., of said highway centerline; thence

(12) N.  $1^{\circ} 36' E.$ , 328.24 feet, to the point of intersection of said highway sideline with the southerly line of the strip of land 30 feet wide described as Exception B in deed from Charles G. Sawyer et ux to Clinton Eastwood, Jr. et ux, dated December 16, 1966 and recorded December 30, 1966 in Reel 408 of Official Records of said County at Page 555; thence, leaving said highway line and following said southerly line of said strip

(13) N.  $87^{\circ} 51' E.$ , 372.34 feet; thence

(14) N.  $20^{\circ} 10' E.$ , 4.74 feet, to intersection with the southerly line of the parcel of land described as Exception C in said deed to Eastwood; thence along said line of Exception C

(15) S.  $88^{\circ} 12' 44'' E.$ , 239.04 feet, to intersection of said line of Exception C with said southerly line of Exception B; thence again along said line of Exception B, parallel with, and 30 feet distant from, the courses of the northerly boundary of the parcel of land described (before exceptions) in said deed to Eastwood

(16) S.  $46^{\circ} 07' E.$ , 53.75 feet; thence

(17) N.  $65^{\circ} 05' E.$ , 245.69 feet; thence

(18) N.  $60^{\circ} 51' E.$ , 74.18 feet; thence

(19) S.  $70^{\circ} 18' E.$ , 112.62 feet; thence

(20) N.  $41^{\circ} 29' E.$ , 102.16 feet; thence

(21) N.  $5^{\circ} 23' E.$ , 69.59 feet; thence

- (22) S. 85° 22' E., 64.48 feet; thence
- (23) N. 88° 48' E., 72.76 feet; thence
- (24) S. 75° 02' E., 126.44 feet; thence
- (25) S. 60° 21' E., 117.70 feet; thence
- (26) S. 32° 33' E., 86.32 feet; thence
- (27) S. 43° 56' E., 101.34 feet; thence
- (28) S. 37° 38' E., 142.59 feet; thence
- (29) N. 47° 02' E., 158.05 feet; thence
- (30) S. 80° 44' E., 135.31 feet; thence
- (31) S. 72° 21' E., 233.17 feet; thence
- (32) S. 84° 28' E., 72.66 feet; thence
- (33) S. 51° 30' E., 138.40 feet; thence
- (34) S. 54° 16' E., 144.98 feet; thence
- (35) S. 48° 51' E., 93.44 feet; thence
- (36) N. 35° 04' E., 181.64 feet; thence
- (37) N. 81° 41' E., 58.78 feet; thence
- (38) S. 78° 10' E., 135.88 feet; thence
- (39) N. 71° 57' E., 45.16 feet; thence
- (40) S. 13° 27' E., 75.69 feet; thence
- (41) S. 33° 32' E., 74.78 feet; thence
- (42) N. 59° 36' E., 127.06 feet; thence
- (43) N. 34° 05' E., 218.25 feet; thence
- (44) N. 16° 48' E., 85.48 feet; thence
- (45) N. 76° 04' E., 13.02 feet; thence
- (46) S. 23° 30' E., 134.30 feet; thence
- (47) S. 49° 14' E., 150.12 feet; thence

- (48) S. 83° 09' E., 115.33 feet; thence
- (49) S. 54° 54' E., 109.15 feet; thence
- (50) N. 82° 30' E., 70.52 feet; thence
- (51) S. 26° 22' E., 97.72 feet; thence
- (52) S. 56° 44' E., 84.53 feet; thence
- (53) N. 88° 23' E., 107.55 feet; thence
- (54) N. 58° 45' E., 96.30 feet; thence
- (55) N. 05° 37' E., 109.61 feet; thence
- (56) N. 66° 57' E., 57.25 feet; thence
- (57) S. 52° 21' E., 84.07 feet; thence
- (58) N. 77° 09' E., 112.54 feet; thence
- (59) S. 42° 54' E., 73.45 feet; thence
- (60) S. 66° 25' E., 178.89 feet; thence
- (61) S. 03° 35' E., 102.24 feet; thence
- (62) N. 89° 42' E., 40.64 feet; thence
- (63) S. 56° 07' E., 153.67 feet; thence
- (64) S. 79° 15' E., 88.29 feet; thence
- (65) S. 65° 50' E., 152.51 feet; thence
- (66) S. 56° 56' E., 87.06 feet; thence
- (67) S. 44° 44' E., 130.72 feet; thence
- (68) S. 63° 40' E., 143.89 feet; thence
- (69) N. 43° 21' E., 135.47 feet; thence
- (70) S. 83° 43' E., 80.47 feet; thence
- (71) S. 57° 33' E., 69.73 feet; thence
- (72) S. 28° 35' E., 103.66 feet; thence
- (73) S. 65° 41' E., 100.83 feet; thence

(74) S. 89° 34' E., 82.76 feet; thence

(75) S. 49° 54' E., 183.96 feet; thence

(76) S. 81° 42' E., 132.74 feet; thence

(77) S. 85° 39' E., 119.37 feet; thence

(78) S. 68° 10' E., 119.69 feet; thence

(79) S. 82° 24' E., 103.42 feet, to intersection of said southerly line of Exception D as described in said deed to Eastwood with the westerly line of Exception A as described therein; thence,

(80) S. 22° 40' 25" W. along said westerly line of Exception A, 65.54 feet, more or less, to the most northerly corner of said parcel of land described in deed to the State of California recorded in Reel 2087 of Official Records at Page 744; thence along the boundary thereof, the following four courses:

(81) S. 79° 52' E., 405.56 feet; thence

(82) S. 47° 48' E., 50.00 feet; thence

(83) S. 42° 12' W., 795.88 feet; thence

(84) S. 61° 04' W., 5492.25 feet, to the point of beginning, containing an area of 424.85 acres, more or less.

Rasmussen Land Surveying, Inc., by Delwyn C. Rasmussen  
LS 2689

State Highway No. 1

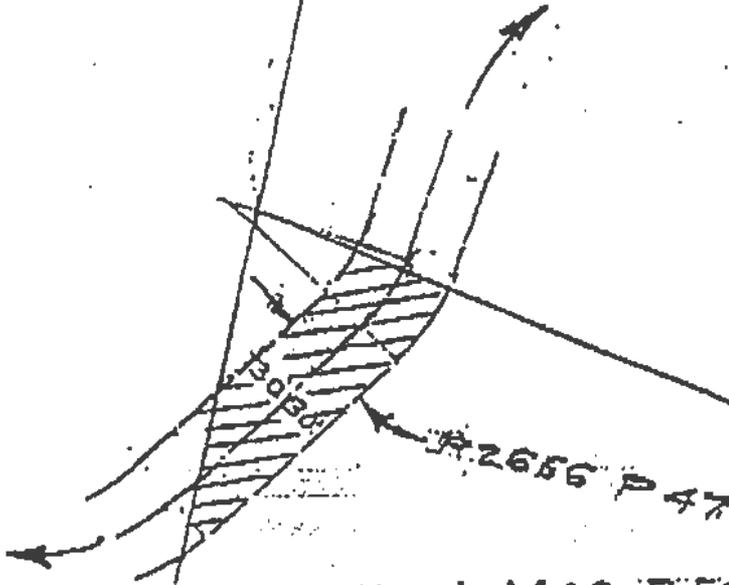
S 89° 05' E



1" = 100'

S 80° 29' E

(531.02)



DRAFT

END OF DOCUMENT

WHEN RECORDED MAIL TO:

Victorine Ranch Mutual Water  
C/O Anthony Lombardo & Assoc.  
P.O. Box 2119  
Salinas, CA 93902

R	7
M	1
RF	4
TC	3
T	15

RE - RECORDED AT REQUEST OF  
ATTORNEY

SEP 19 8 30 AM '95

49701

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

Easement Deed

25 X 10

32 X 10

Order No.  
Escrow No.  
Loan No.

REEL 3276 PAGE 1423  
REEL 3247 PAGE 1444

34168

RECORDED AT REQUEST OF

WHEN RECORDED MAIL TO:

Victorine Ranch Mutual Water  
Company  
c/o Anthony Lombardo & Assoc.  
P.O. Box 2119  
Salinas, CA 93902

R	6
M	7
RF	3
TC	2
T	12

ATTORNEY  
Jul 7 10 34 AM '95

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

DOCUMENTARY TRANSFER TAX \$ -0- Easement Deed

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

*John Eastwood*  
Signature of Declarant or Agent Determining Tax — Print Name

### EASEMENT ~~GRANT~~ DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
CLINTON EASTWOOD, AS TO AN UNDIVIDED 1/2 INTEREST and  
MARGARET EASTWOOD, TRUSTEE OF THE MARGARET EASTWOOD TRUST U/D/T DATED  
AUGUST 21, 1990, AS TO AN UNDIVIDED 1/2 INTEREST  
hereby GRANT(S) to

VICTORINE RANCH MUTUAL WATER COMPANY, a California Corporation

~~the real property in the City of~~  
County of

State of California is described as

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, UTILITIES AND PIPELINE PURPOSES AS  
DESCRIBED AS PARCEL 1 AND A NON-EXCLUSIVE EASEMENT FOR WATER STORAGE AS  
DESCRIBED IN PARCEL 2 IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF. SAID EASEMENT MAY BE RELOCATED ON GRANTOR'S PROPERTY SO LONG AS  
SAID RELOCATION DOES NOT, IN ANY FASHION, CREATE A NEGATIVE IMPACT ON ANY  
BUILDING SITE OR ITS VALUE OR UPON THE CRITICAL VIEWSHED OF HIGHWAY 1

Dated June 28, 1995

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me,

personally appeared \_\_\_\_\_

*John Eastwood*  
CLINTON EASTWOOD  
*Margaret Eastwood*  
MARGARET EASTWOOD, Trustee

personally known to me (or 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 signa-  
ture(s) on the instrument the person(s) or the entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Signature *[Signature]*

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

THIS EASEMENT DEED IS BEING RERECORDED TO CORRECT THE LOCATION OF THE  
EASEMENTS DESCRIBED IN EXHIBIT "A" HEREIN.

## Parcel 1

An easement, located in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, over a portion of the parcel of land described in the deed from Charles G. Sawyer, et ux, to Clinton Eastwood, Jr., et ux, dated December 24, 1967 and recorded December 28, 1967 in Reel 536 of Official Records of said County at Page 947, said portion being a strip of land 15 feet wide, the centerline of which is described as follows:

Beginning on course numbered (1) of the boundary of said parcel as described in said deed, at a point distant S. 2° 05' E. 203.85 feet from the northerly terminus of said course; thence, across said parcel of land described in said deed to Eastwood

- (1) S. 69° 21' 36" E., 73.54 feet; thence
- (2) S. 78° 41' 25" E., 101.51 feet; thence
- (3) N. 88° 44' 40" E., 99.90 feet; thence
- (4) N. 86° 37' 23" E., 99.19 feet; thence
- (5) S. 87° 31' 55" E., 100.22 feet; thence
- (6) S. 84° 22' 01" E., (at 1.38 feet cross the easterly boundary of the parcel of land shown as "36.03 Acres" on the Record of Survey Map filed for record in Volume 5 of Surveys at Page 193, Records of said County) a total distance of 100.59 feet; thence
- (7) S. 85° 52' 54" E., 99.78 feet; thence
- (8) S. 87° 29' 52" E., 100.66 feet; thence
- (9) N. 89° 17' 27" E., 96.48 feet; thence
- (10) N. 7° 56' W., 118.67 feet, to the end of the easement here being described, at a point here designated "Point A" for purpose of further description herein.

## Parcel 2

An easement in and upon the following described portion of said parcel of land described above in said deed to Eastwood, said portion being a rectangle 35 ft. x 50 ft., described as follows:

Beginning at said point above designated as "Point A", at the terminus of the easement hereinbefore described; thence

- (1) S. 87° 04' W., 7.50 feet; thence
- (2) N. 2° 56' W., 50.00 feet; thence
- (3) N. 87° 04' E., 35.00 feet; thence
- (4) S. 2° 56' E., 50.00 feet; thence
- (5) S. 87° 04' W., 27.50 feet, to said "Point A" and point of beginning.

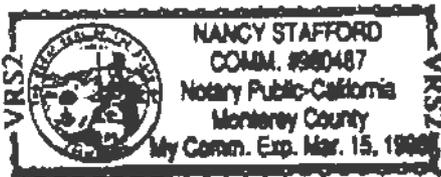
STATE OF CALIFORNIA

COUNTY OF MONTEREY

On June 19, 1995, before me, NANCY STAFFORD, Notary Public, personally appeared MARGARET EASTWOOD

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

WITNESS my hand and official seal.



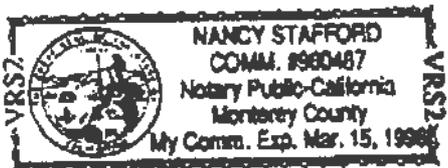
*Nancy Stafford*

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On June 28, 1995, before me, NANCY STAFFORD, Notary Public, personally appeared CLINTON EASTWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Nancy Stafford*

END OF DOCUMENT

END OF DOCUMENT

RECORDING REQUESTED BY:

CARMEL DEVELOPMENT  
P.O. BOX 450  
CARMEL, CA. 93921

R	19
M	1
RF	16
TC	15
T	51

*Re-* Recorded at the Request of  
CHICAGO TITLE

NOV 20 1995

6430S

8:00 A.M.  
MONTEREY COUNTY RECORDER

CONDITIONAL EASEMENT GRANT DEED  
RE-RECORDING

SEE ATTACHED FOR COMPLETE DOCUMENT

RECORDING REQUESTED BY )  
& WHEN RECORDED MAIL TO: )

Carmel Development Co. )  
P.O. Box 450 )  
Carmel, CA 93921 )

R	7
M	1
RF	4
TC	3
T	45

49638

RECORDED AT REQUEST OF  
ATTORNEY

SEP 19 8 29 AM '95

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

CONDITIONAL EASEMENT GRANT DEED

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ -0-

- ( ) 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: ( ) City of \_\_\_\_\_, and

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

CLINTON EASTWOOD as his sole and separate property, as to an undivided 1/2 interest, and MARGARET EASTWOOD, TRUSTEE OF THE MARGARET EASTWOOD TRUST U/D/T DATED AUGUST 21, 1990, as to an undivided 1/2 interest, as to that certain property described herein

hereby GRANT(S) to GRANTEE LISTED ON EXHIBIT "A" ATTACHED HERETO the following described real property in the County of Monterey, State of California:

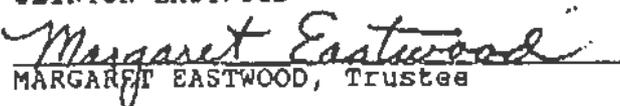
AN EASEMENT FOR ROAD AND UTILITIES AS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO

SAID EASEMENT IS TO BE APPURTENANT TO THAT REAL PROPERTY OF THE GRANTEE AND DESCRIBED IN EXHIBIT "C" ATTACHED HERETO

SAID EASEMENT IS A CONDITIONAL GRANT OF EASEMENT SUBJECT TO THE TERMS AS SET FORTH ON EXHIBIT "D" ATTACHED HERETO

Date: 9-15-95

  
CLINTON EASTWOOD

  
MARGARET EASTWOOD, Trustee

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE THE LEGAL DESCRIPTION OF APN.243-221-026 AS SET OUT ON EXHIBIT "A" WHICH WAS OMITED ON THE ORIGINAL RECORDING.

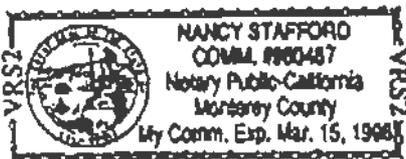
EXHIBIT "A"

<u>GRANTEE'S NAME</u>	<u>ASSESSOR'S PARCEL NUMBER</u>
THE STATE OF CALIFORNIA	243-211-017 243-221-019
ROSEMARIE PREH, a widow	243-221-001 243-221-002 243-221-021
ZTF CONSULTING GROUP, INC.	243-221-024
HELEN P. BIBBERO, a married woman	243-221-026
ANITA GOZZI, a married woman	243-221-027
BETSY BELL HAGAR, an unmarried woman	243-221-028
NANCY B. CHERNEY, a married woman	243-221-029

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On September 18, 1995, before me, NANCY STAFFORD, Notary Public, personally appeared CLINTON EASTWOOD AND MARGARET EASTWOOD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



*Nancy Stafford*

EXHIBIT "B"

REEL 3276 PAGE 1388

REEL 3302 PAGE 1432

PARCEL 1

An easement for road and utility purposes, in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, over that portion of the land described in deed to Clinton and Margaret Eastwood filed for record on 15 May 1980 in Reel 1408 of Official Records of said County at Page 585, lying within the easement strip 60 feet wide described in the deed of easement executed by Rosemarie Preh, as Grantor, to Helen Bibbero et al, Grantees, filed for record on June 14, 1991 in Reel 2656 of Official Records of said County at Page 47, said portion being graphically shown on the sketch map attached hereto as Exhibit "B".

PARCEL 2

An easement for road and utility purposes, in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, over that portion of the parcel of land described in deed from Charles G. Sawyer, et ux, to Clinton Eastwood, et ux, dated December 24, 1967 and recorded December 28, 1967 in Reel 536 of Official Records of said County at Page 947, bounded and described as follows:

Beginning at the angle point connecting courses numbered (1) and (2) of the boundary of said parcel as described in said deed; thence

(1) N. 8° 05' W. along said course numbered (1) of said boundary, a distance of 60.00 feet; thence, leaving said course and boundary

(2) EAST, 55.00 feet; thence

(3) S. 54° 28' E., 54.42 feet, to said course numbered (2) of said parcel boundary; thence

(4) S. 73° 00' W. along said course numbered (2), a distance of 95.00 feet, to the point of beginning.

## EXHIBIT "C"

PARCEL 1:

Situate in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, particularly described as follows:

Beginning at a 1-1/2" iron pipe on the easterly line of State Highway No. 1, being the southwesterly corner of that certain 36.03 acre parcel as shown on the map entitled, "Record of Survey for Le Forust, Inc., 36.03 Acre Parcel Victorine Ranch", filed October 24, 1958 in Book Five of Surveys, at Page 193, Monterey County Records, running thence along the southerly boundary of said ranch

- (1) N. 61° 04' E., 5,492.25 feet; thence
- (2) N. 42° 12' E., 795.98 feet; thence leaving the line of said Ranch
- (3) N. 47° 48' W., 50.00 feet; thence
- (4) N. 79° 52' W., 485.56 feet; thence
- (5) S. 61° 04' W., 3,761.33 feet; thence
- (6) S. 80° 45' W., 101.0 feet; thence
- (7) S. 16° 45' W., 85.00 feet; thence
- (8) S. 58° 30' W., 125.00 feet; thence
- (9) S. 78° 00' W., 430.00 feet; thence
- (10) N. 81° 00' W., 350.00 feet to a point on the easterly line of above said 36.03 acre parcel at a distance N. 1° 29' W., 1,036.90 feet from the southeast corner of said 36.03 acre parcel; thence leaving said easterly line
- (11) West, 211.68 feet; thence
- (12) S. 73° 00' W., 140.00 feet to an angle point on the northwesterly line of said 36.03 acre parcel; thence running along said northwesterly line
- (13) S. 37° 03' 30" W., 69.56 feet; thence
- (14) S. 66° 49' 30" W., 450.59 feet; thence
- (15) N. 75° 50' 30" W., 194.97 feet; thence
- (16) S. 30° 43' 30" W., 347.17 feet; thence

- (17) S. 49° 48' 40" W., 65.64 feet to the northwesterly corner of said 36.03 acre parcel on the easterly line of above said State Highway No. 1; thence running along the said easterly line of said highway
- (18) 192.52 feet along the arc of a non-tangent curve to the left (center bears N. 55° 10' 40" E., 1,960 feet distant) through a central angle of 5° 37' 40" to a concrete monument opposite Station 211-64-49 BC, as shown on said map; thence tangentially and continuing along said easterly line
- (19) S. 40° 27' E., 561.10 feet to a concrete monument opposite Station 206-03-48 BC, as shown on said map; thence continuing along said easterly line
- (20) 283.11 feet along the arc of a tangent curve to the left with a radius of 1,960 feet through a central angle of 8° 16' 34" to the point of beginning, and being a portion of said Victorine Ranch.

PARCEL 2:

Situate in the Rancho San Jose y Sur Chiquito, County of Monterey, State of California, particularly described as follows:

Beginning at a 1-1/2" iron pipe on the easterly line of State Highway No. 1, being the southwesterly corner of that certain 36.03 acre parcel as shown on the map entitled, "Record of Survey for Le Forust, Inc., 36.03 Acre Parcel Victorine Ranch", filed October 24, 1958 in Book Five of Surveys, at Page 193, Monterey County Records, running thence along the southerly boundary of said ranch

- (1) N. 61° 04' E., 5,492.25 feet; thence
- (2) N. 42° 12' E., 795.98 feet; thence leaving the line of said Ranch
- (3) N. 47° 46' W., 50.00 feet; thence
- (4) N. 79° 52' W., 485.56 feet; thence
- (5) S. 61° 04' W., 3,761.33 feet; thence
- (6) S. 80° 45' W., 101.0 feet; thence
- (7) S. 16° 45' W., 85.00 feet; thence
- (8) S. 58° 30' W., 125.00 feet; thence
- (9) S. 78° 00' W., 430.00 feet; thence

- (10) N. 81° 00' W., 350.00 feet to a point on the easterly line of above said 36.03 acre parcel at a distance N. 1° 29' W., 1,036.90 feet from the southeast corner of said 36.03 acre parcel; thence leaving said easterly line
- (11) West, 211.68 feet; thence
- (12) S. 73° 00' W., 140.00 feet to an angle point on the northwesterly line of said 36.03 acre parcel; thence running along said northwesterly line
- (13) S. 37° 03' 30" W., 69.56 feet; thence
- (14) S. 66° 49' 30" W., 450.59 feet; thence
- (15) N. 75° 50' 30" W., 194.97 feet; thence
- (16) S. 30° 43' 30" W., 347.17 feet; thence
- (17) S. 48° 48' 40" W., 65.64 feet to the northwesterly corner of said 36.03 acre parcel on the easterly line of above said State Highway No. 1; thence running along the said easterly line of said highway
- (18) 192.52 feet along the arc of a non-tangent curve to the left (center bears N. 55° 10' 40" E., 1,960 feet distant) through a central angle of 5° 37' 40" to a concrete monument opposite Station 211-64-49 BC, as shown on said map; thence tangentially and continuing along said easterly line
- (19) S. 40° 27' E., 561.10 feet to a concrete monument opposite Station 206-03-48 BC, as shown on said map; thence continuing along said easterly line
- (20) 283.11 feet along the arc of a tangent curve to the left with a radius of 1,960 feet through a central angle of 8° 16' 34" to the point of beginning, and being a portion of said Victorine Ranch.

PARCEL 3:

Certain real property lying, situated and being in Rancho San Jose y Sur Chiquito, County of Monterey, State of California, being also within that portion of the Victorine Rancho shown and delineated on that certain Map entitled "survey of a Portion of the Victorine Rancho South of Mal Paso Creek, Monterey County, California, filed for Record with the Recorder of Monterey County, California, on July 30, 1928, in Volume 3 of Surveys at Page 126, Being particularly described as follows:

Beginning at a Point on the Easterly line of State Highway No. 1 which Bears South 8° 05' East 147.37 Feet along the Easterly line of said State Highway No. 1 from a Concrete Monument Standing North 81° 55' East 40.00 Feet from said State Highway No. 1 Center-Line

Station 240+95.16, as said Highway and Said Monument are shown on that certain Map entitled, "State of California, Department of Public Works, Division of Highways, Plan and Profile of State Highway in Monterey County between Rock Creek and San Remo Divide, V-Mont-56-18-23", and Thence

- (1) Along the Easterly line of said State Highway No. 1, South 8° 05' East 468.37 Feet; Thence
- (2) Leaving said Easterly line of said State Highway No. 1, South 80° 29' East 531.02 Feet; Thence
- (3) North 21° 35' 30" East 391.84 Feet; Thence
- (4) North 75° 41' 20" West 757.26 Feet to the Point of Beginning.

PARCEL 4:

Beginning at a 2" X 2" stake at the Northwest corner of Parcel 2 as said Stake, Corner and Parcel are shown on that certain Map entitled "Record of Survey a Portion of Victorine Ranch South of Malpaso Creek" filed January 4, 1957 in Volume 5 of Surveys at Page 91, Records of Monterey County, California, Thence along the Northerly line of said Parcel

- (1) S. 80° 29' E., 1203.29 Feet to a 2" X 2" Stake at the North Easterly corner of said Parcel; Thence along the Easterly line of Said Parcel and Parcel 1 shown on said Map
- (2) S. 8° 05' E., 548.84 Feet; Thence leaving said line
- (3) N. 73° 58' 40" W., 205.83 Feet; Thence
- (4) S. 79° 42' 45" W., 297.82 Feet; Thence
- (5) S. 84° 47' 45" W., 242.62 Feet; Thence
- (6) S. 64° 15' 18" W., 439.91 Feet to a point on the Westerly line of said Parcel 1, Being the Easterly line of State Highway No. 1; Thence along said line
- (7) N. 8° 05' W., 961.35 Feet to the point of beginning and being a Portion of said Parcels 1 and 2.

Excepting therefrom that Parcel described as follows:

Beginning at a 2" X 2" Stake at the Northeast corner of Parcel 1 as said Stake, Corner and Parcel are shown on that certain Map entitled "Record of Survey a Portion of Victorine Ranch South of Malpaso Creek", filed January 4, 1957 in Volume 5 of Surveys at Page 91, Records of Monterey County, California; Thence along the Easterly line of said parcel 1

(1) S. 3° 05' E., 262.68 Feet to the Northeastern corner of that Certain 17.913 Acre Parcel described in Deed to Florence Zellhoefer recorded November 24, 1961 in Volume 2205, Official Records of Monterey County, California at Page 284, Thence Leaving said Easterly line and along the Northerly Boundary of said 17.913 Acre Parcel

(2) N. 73° 58' 40" W., 305.83 Feet; Thence

(3) S. 79° 42' 45" W., 297.82 Feet; Thence

(4) S. 84° 47' 45" W., 242.62 Feet; Thence

(5) S. 64° 15' 18" W., 439.91 Feet to a Point on the Westerly line of said Parcel 1, said Line being also the Easterly line of State Highway No. 1 as shown on said Map; Thence leaving said Boundary and along said Line

(6) N. 8° 05' W., 62.97 Feet; Thence leaving said line and along a line drawn parallel with and 60.00 Feet Northerly of above described courses (3), (4) and (5).

(7) N. 64° 15' 18" E., 431.68 Feet; Thence

(8) N. 84° 47' 45" E., 250.83 Feet; Thence

(9) N. 79° 42' 45" E., 50.65 Feet; Thence leaving said Parallel line

(10) N. 8° 05' W., 128.07 Feet to a point on the Northerly line of said Parcel 1; Thence along said Northerly line

(11) N. 81° 55' E., 434.51 Feet to the Point of Beginning and being a Portion of said Parcel 1.

PARCEL 5:

Parcel "A" as shown on the map filed March 5, 1982 in Volume 13 of surveys, Page 31, County of Monterey, State of California.

PARCEL 6:

All that real property situate in the Rancho San Jose Y Sur Chiquito, County of Monterey, State of California, described as follows:

Beginning at a Point on the Easterly line of State Highway No. 1, being the Westerly line of Parcel 1 as said Highway, line and Parcel are shown on that certain Map entitled, "Record of Survey a Portion of Victorine Ranch South of Mal Paso Creek", filed January 4, 1957 in Volume 5 of Record of Surveys at page 91, Records of Monterey County, California, said Point being the southwesterly Corner of that certain 5.852 acre parcel described in deed from Howard Zellhoefer et ux to James Wong Howe, dated

February 7, 1958 and recorded February 7, 1958 in Volume 1847 Official Records of Monterey County, California, at page 456, said Point of Beginning being 79.82 feet along the arc of a curve, as shown on said map, of 1960 foot radius from the Southwesterly corner of said Parcel 1, a radial to said Point of Beginning bears North 77° 26' 10" West; thence,

- (1) Along the boundary of said 5.852 acre Parcel, North 80° 42' 54" East, 266.51 feet; thence,
- (2) North 63° 13' 36" East, 611.17 feet; thence,
- (3) North 2° 27' 30" West, 59.70 feet; thence,
- (4) North 15° 17' 15" East, 140.88 feet; thence,
- (5) North 3° 55' 15" East, 10.59 feet; thence,
- (6) South 79° 42' 45" West, 254.32 feet; thence,
- (7) South 84° 47' 45" West, 234.42 feet; thence,
- (8) South 64° 15' 18" West, 448.17 feet to a point on the easterly line of said Highway; thence leaving said boundary of said 5.852 acre Parcel,
- (9) Along the Easterly line of said Highway, North 8° 05' West, 62.97 feet to a point which bears South 8° 05' East, 961.35 feet from the Northwest Corner of Parcel 2 as shown on said Map; thence,
- (10) Leaving the Easterly line of said Highway, North 64° 15' 18" East, 439.91 feet; thence,
- (11) North 84° 47' 45" East, 242.62 feet; thence,
- (12) North 79° 42' 45" East, 297.82 feet; thence,
- (13) South 73° 58' 40" East, 209.83 feet to a point on the Easterly line of Parcel 1 as shown on said Map, distant thereon South 8° 05' East, 262.68 feet from the Northeast corner thereof; thence,
- (14) Along the Southerly line of said Parcel 1, South 8° 05' East, 525.18 feet to the Southeast corner of said Parcel 1; thence,
- (15) Along the Southerly line of said Parcel 1, South 65° 22' West, 158.74 feet; thence,
- (16) South 89° 40' West, 278.07 feet; thence,

- (17) South 85° 06' West, 198.98 feet to a point on the Easterly line of that certain 1.021 acre parcel shown on "Record of Survey of 1.021 acre in Parcels 1 and 3", filed February 1, 1962 in Volume X-2 of Surveys at page 253, Records of Monterey County, California; thence,
- (18) Along the Easterly and Northerly lines of said 1.021 acre Parcel, Northerly 46.53 feet along the arc of a curve concave to the East, described from a Point bearing North 70° 09' 55" East, 1460 feet distant, through a central angle of 1° 49' 33"; thence,
- (19) North 68° 25' West, 78.36 feet; thence,
- (20) South 63° 13' 36" West, 169.24 feet; thence,
- (21) South 80° 42' 54" West, 274.42 feet to a point on the Easterly line of said Highway; thence,
- (22) Along the Easterly line of said Highway, Northerly, 120.48 feet along the arc of a curve concave to the East, described from a Point bearing North 73° 54' 51" East, 1960 feet distant, through a central angle of 3° 31' 19", to the Point of Beginning, containing 7.429 acres, and being a portion of said Parcel 1.

PARCEL 7:

Parcel I:

Parcel B-2 as said parcel is shown on the Parcel Map recorded July 22, 1983 in Volume 15 of Parcel Maps, at page 157, Monterey County Records.

Parcel II:

Easement for road and utilities 60 feet wide over Parcels B-3 and B-1, as said easement and parcels are shown on the Parcel Map recorded July 22, 1983 in Volume 15 of Parcels Maps, at Page 157, Monterey County Records.

Parcel III:

An easement for road and utilities over that strip of land described in the deed from Rosemarie Preh, a widow to the University of California San Francisco Foundation, a non-profit public benefit corporation, et al recorded June 14, 1991 in Reel 2656 at Page 47, Official Records of Monterey County, California.

PARCEL 8:

PARCEL I:

Parcel B-3 in the County of Monterey, State of California, on that certain map filed for record July 22, 1983, in the Office of the County Recorder of said County in Volume 15 of Parcel Maps, Page 157.

PARCEL II:

An Easement for Road and Utilities as set forth in the Quitclaim Deed recorded August 10, 1984, in Reel 1759, Page 1000.

EXCEPTING THEREFROM that portion lying with Parcel I above.

PARCEL III:

An easement for road and utilities over a portion of the Rancho San Jose Y Sur Chiquito, County of Monterey, state of California, also being within that portion of the Victorine Ranch Shown and delineated on that certain map entitled, "Survey of a portion of the Victorine Ranch South of Mal Paso Creek, Monterey County, California", filed for record with the Recorder of Monterey County, California, on July 30, 1928, in Volume 3 of Surveys at page 126, being more particularly described as follows:

A strip of land 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

Beginning at a point on the Easterly line of said State Highway No. 1 from a concrete monument standing North 81° 55' East, 40.00 feet from the said State Highway No. 1 centerline station 240+95.16, as said highway and said monument are shown on that certain map entitled "State of California, Department of Public Works, Division of Highways, Plan and Profile of State Highway in Monterey County between Rocky Creek and San Remo Divide, V-Mont-56-18-23", said point of beginning is also 15.00 feet southerly, measured at right angles, of the Northerly line of that certain 6.10 acre property described in that Grant Deed to Rosemarie Preh, recorded with the Recorder of Monterey County, California on April 12, 1973 in Reel 840, Official Records at page 477; thence

- 1) Along line parallel to the Northerly line of said 6.10 acre property, South 75° 41' 20" East, 326.20 feet; thence
- 2) Southeasterly and Southerly, 191.05 feet along the arc of curve to the right, radius point bears South 14° 18' 40" West, 140.00 feet, through a central angle of 78° 11' 20"; thence
- 3) South 2° 30' 00" East, 64.71 feet; thence

- 4) Southerly and Southeasterly, 202.46 feet along the arc of a curve to the left, radius point bears North  $87^{\circ} 30' 00''$  East, 160.00 feet, through a central angle of  $72^{\circ} 30' 00''$ ; thence
- 5) South  $75^{\circ} 00' 00''$  East, 75.00 feet; thence
- 6) Southeasterly, 4.19 feet along the arc of a curve to the right, radius point bears South  $15^{\circ} 00' 00''$  West, 100.00 feet, through a central angle of  $2^{\circ} 23' 42''$  to the Easterly line of said 6.10 acre property, also being the Westerly line of that 10.26 acre property described in that Grant Deed to Clinton and Margaret Eastwood recorded with the Recorder of Monterey County, California on May 15, 1980 in Reel 1408 Official Records at page 585; thence,
- 7) Southeasterly, 48.18 feet along the arc of a curve to the right, radius point bears South  $17^{\circ} 23' 42''$  West, 100.00 feet, through a central angle of  $27^{\circ} 36' 18''$ ; thence,
- 8) South  $45^{\circ} 00' 00''$  East, 115.05 feet to the souther line of said 10.26 acre property, also being the Northerly line of that 12.325 acre property described in that Grant deed to rosemarie Preh recorded with the Recorder of Monterey County, California on April 12, 1973 in Reel 840 Official Records at page 472; thence
- 9) South  $45^{\circ} 00' 00''$  East, 9.95 feet; thence,
- 10) Southeasterly and Southerly, 104.72 feet along the arc of a curve to the right, radius point bears South  $45^{\circ} 00' 00''$  West, 100.00 feet, through a central angle of  $60^{\circ} 00' 00''$ ; thence,
- 11) Southerly and Southeasterly, 111.70 feet along the arc of a curve to the left, radius point bears South  $75^{\circ} 00' 00''$  East, 80.00 feet, through a central angle of  $80^{\circ} 00' 00''$ ; thence,
- 12) South  $65^{\circ} 00' 00''$  East, 205.40 feet; thence
- 13) Southeasterly and Southerly, 105.23 feet along the arc of a curve to the right, radius point bears South  $25^{\circ} 00' 00''$  West, 100.00 feet, through a central angle of  $60^{\circ} 17' 35''$ ; thence,
- 14) South  $4^{\circ} 42' 25''$  East, 28.51 feet; thence
- 15) Southerly, 6.32 feet along the arc of a curve to the left, radius point bears North  $85^{\circ} 17' 35''$  East, 60.00 feet, through a central angle of  $6^{\circ} 04' 54''$  to the Souther line of said 12.325 acre property, also being the Northerly line of that certain property described in that Corporation Grant Deed to the State of California recorded with the Recorder of Monterey County, California on October 7, 1982 in Reel 1582 Official Records at Page 424; thence

- 16) Southerly, 32.32 feet along the arc of a curve to the left, radius point bears North  $79^{\circ} 12' 41''$  East, 60.00 feet, through a central angle of  $30^{\circ} 51' 41''$ ; thence,
- 17) South  $41^{\circ} 39' 00''$  East, 73.50 feet; thence,
- 18) Southeasterly and Southerly, 63.25 feet along the arc of a curve to the right, radius point bears South  $48^{\circ} 21' 00''$  West, 60.00 feet, through a central angle of  $60^{\circ} 24' 00''$ ; thence,
- 19) South  $18^{\circ} 45' 00''$  West, 30.00 feet to the southerly line of said property of the State of California, also being a point on the Northerly line of Parcel B-1 and centerline of a 60 foot wide road and utilities easement, as shown on that certain map filed for record with the Recorder of Monterey County, California on July 22, 1983 in Book 15 of Parcel Maps at page 157.

PARCEL 9:

Parcel B-4 on that certain map filed for record July 22, 1983, Volume 15 of Parcel Maps, page 157, Records of the County of Monterey.

## Parcel 10:

All that certain real property located in the unincorporated area of the County of Monterey, State of California, described as Parcel B-1 on that certain map filed for record July 22, 1983, Volume 15 of Parcel Maps, Page 157, Records of the County of Monterey,

EXHIBIT "D"

THIS GRANT OF EASEMENT SHALL BE CONDITIONED ON THE PARTICIPATION IN AND SATISFACTION OF ALL OBLIGATIONS AND SHARED COSTS IN THE VICTORINE RANCH MUTUAL WATER COMPANY BY A PARCEL OF LAND LYING WITHIN THE SERVICE AREA OF SAID WATER COMPANY PRIOR TO THIS GRANT BECOMING EFFECTIVE FOR THAT PARCEL. SAID EASEMENT GRANT SHALL NOT BECOME EFFECTIVE UNTIL EVIDENCE OF PARTICIPATION IN SAID WATER COMPANY IS REFLECTED BY THE RECORDATION OF A CERTIFICATE OF WATER SHARE IN THE NAME OF THE GRANTEE OR OTHER RECORDABLE NOTICE BY SAID WATER COMPANY.

END OF DOCUMENT

END OF DOCUMENT

RECORDING REQUESTED BY )  
& WHEN RECORDED MAIL TO: )

Anthony Lombardo & Associates )  
Attorneys at Law )  
Post Office Box 2119 )  
Salinas, CA 93902-2119 )  
\_\_\_\_\_ )

EXHIBIT "E"

MEMORANDUM OF MUTUAL WATER COMPANY SUBSCRIPTION AGREEMENT

VICTORINE RANCH MUTUAL WATER COMPANY

This is a Memorandum of a certain Mutual Water Company Subscription Agreement (the "Agreement") between the Victorine Ranch Mutual Water Company (the "Company") and the owners of certain parcels within the Company's Service Area, which is described on the attached Exhibit A hereto (the "Service Area"). The Agreement provides, inter alia, for the purchase of shares by the owners of parcels within the Company's Service Area, the payment for those shares by such owners, and the transfer of water rights, appurtenances and easements to the Company by such owners. The Agreement provides that it is effective upon its execution by the minimum subscribers as per paragraph 4 of the Agreement and who have executed this Memorandum below, but provides that additional shares may be subscribed or purchased thereafter by other owners of parcels within the Service Area.

This Memorandum may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Mutual Water Company Subscription Agreement, concurrently with their execution of the Agreement, as of the dates set forth below.

VICTORINE RANCH MUTUAL WATER COMPANY,  
a California Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Helen P. Bibbero

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Fisher, Executive Officer  
California State Coastal  
Conservancy, an agency of the  
State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Bunyard, President  
ZTF Consulting Group, Inc.,  
a Missouri Corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Betsy Bell Hagar