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M.P.W.M.D.

Ordinance 81

**AN ORDINANCE OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
MODIFYING THE RESOURCE SYSTEM SUPPLY LIMIT**

FINDINGS

1. The Monterey Peninsula Water Management District (hereinafter District) enacted Ordinance 70 on June 21, 1993, which incorporated previous decisions of the District affecting the accounting of the use of the existing water supplies and increased the annual water production limit from the Monterey Peninsula Water Resource System from 19,881 acre-feet to 20,673 acre-feet.
2. Ordinance 70 also increased the annual production limit for the California-American Water Company (hereinafter Cal-Am) water distribution system from 16,744 acre-feet to 17,619 acre-feet. Ordinance No. 70 also reduced the annual production limit for non Cal-Am users within the Monterey Peninsula Resource System from 3,137 acre-feet to 3,054 acre-feet.
3. The changes to the annual production limit were made as a consequence of new water supplies made available by development of the Paralta Well by Cal-Am in the Seaside Coastal Basin, integration of the Water West Water Distribution System into the Cal-Am system, and annexation of the Quail Meadows Subdivision into the Cal-Am service territory.
4. This Ordinance proposes to authorize Cal-Am to serve the parcels within the proposed Mills College Subdivision (hereinafter Subject Property). The Tentative Map application for the Mills College Subdivision was granted and a Negative Declaration for the project was adopted by the Monterey County Zoning Administrator on May 24, 1995 (**Exhibit 81-A**).
5. The authorization is based on the property owner's agreement to permanently reduce production from the non Cal-Am wells on the Subject Property (**Exhibit 81-B**). Annual water production from non Cal-Am wells on the Subject Property will be permanently reduced by 8.29 acre-feet. In exchange, Cal-Am will be authorized to produce an annual maximum of 2.15 acre-

feet to serve the parcels within the proposed Mills College Subdivision and 6.14 acre-feet per year will be credited as water conservation savings.

6. This Ordinance proposes to set an annual limit of 32.61 acre-feet of production from the non Cal-Am wells on the Subject Property (**Exhibit 81-C**) and reduce the annual production limit for non Cal-Am water users within the Monterey Peninsula Water Resource System from 3,054 acre-feet to 3,045.71 acre-feet.

NOW THEREFORE, be it ordained as follows:

ORDINANCE

Section One: Statement of Purpose

The purpose of this Ordinance is to (1) authorize Cal-Am to provide water service to the parcels within the proposed Mills College Subdivision in Carmel Valley, more particularly described in **Exhibit 81-D**, and (2) modify the annual production limit for non Cal-Am users within the Monterey Peninsula Water Resource System.

Section Two: Water Production Limits

This Ordinance sets an annual limit of 32.61 acre-feet of water production from the non Cal-Am wells on the Subject Property and reduces the annual production limit for non Cal-Am water users within the Monterey Peninsula Water Resource System from 3,054 acre-feet to 3,045.71 acre-feet. This Ordinance modifies the production limits for the Monterey Peninsula Water Resource System as set forth in Ordinance 70.

Section Three: Allocation

This Ordinance authorizes Cal-Am to produce up to 2.15 acre-feet per year to serve the Subject Property. This production, after adjusting for conveyance losses, is equivalent to 2.00 acre-feet of delivered water to the Subject Property. The 2.00 acre-feet of water will be delivered to Subject Property through the Cal-Am system.

Section Four: Water Demand Accounting Method

Estimates of water demand for the Subject Property will be calculated using the District's current water demand method. The annual demand estimated using this method will be subtracted from the authorized allocation (2.00 acre-feet) to determine the amount of water remaining for use on the Subject Property.

Section Five: Effective Date

This Ordinance shall become effective at 12.01 a.m., on December 20, 1995.

Section Six: Review and Sunset Provision for this Ordinance

The Monterey Peninsula Water Resource System Production Limits enacted by this Ordinance shall be reviewed at the time any new water supplies have been developed that augment the available supply from the Monterey Peninsula Water Resource System. Similar review of the Monterey Peninsula Resource System Production Limits enacted by this Ordinance shall be required at any time there may be a substantial and permanent reduction in the supply of water available for use from the Monterey Peninsula Water Resource System. This Ordinance shall have no sunset provision.

Section Seven; Severability

If any paragraph, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforcement of the remaining portions of this Ordinance, or any other provision of the Monterey Peninsula Water Management District Rules and Regulations. It is the District's express intent that each remaining portion would have been adopted irrespective of the fact that one or more paragraphs, sentences, clauses, or phrases be declared invalid or unenforceable.

On motion of Director Hughes, and second by Director Burkleo, the foregoing ordinance is adopted upon second reading this 20th day of November, 1995, by the following vote:

AYES: Directors Farina, Burkleo, Haddad, Heuer, Hughes Karas and Pendergrass

NAYS: None

ABSENT: None

I, Ray Millard, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing is a full, true and correct copy of an ordinance duly adopted that 20th day of November, 1995.

Witness my hand and seal of the Board of Directors this 13th day of December, 1995.


Ray Millard, Secretary to the Board

DALE ELLIS, AICP
ZONING ADMINISTRATOR

RECEIVED
MAY 30 1995
M.P.W.M.L.D.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

NO. MS95005

A.P. # 169-181-043-000

In the matter of the application of
MILLS COLLEGE

FINDINGS & DECISION

for a Minor Subdivision in accordance with Title 21 (Zoning) Chapter 21.76 of the Monterey County Code, consisting of a Minor Subdivision to Divide a 23.8 acre parcel into four new parcels of 5, 2.8, 2.5, 2.5 acres in size with a 10 acre remainder parcel, located on the West portion of Lot 9, James Meadow Tract, located at the Southwest Corner of Carmel Valley Road and Schulte Road, came on regularly for meeting before the Zoning Administrator on May 24, 1995.

Said Zoning Administrator, having considered the application and the evidence presented relating thereto,

1. Finding: The proposed Mills College Minor Subdivision is consistent with policies of the Monterey County General Plan and the Carmel Valley Master Plan.
- Evidence: The Tentative Map application for the project indicates that a 23.8 acre parcel (after lot line adjustment approved by the Planning Commission on February 22, 1995) is proposed to be divided into four parcels of 5.0 acres, 2.5 acres, 2.5 acres, and 3.8 acres with a 10 acre remainder parcel. The Land Use Map for the Carmel Valley Master Plan designates the property as Low Density Residential, 2.5 acres per unit.
- Evidence: The text and policies of the General Plan and the Carmel Valley Master Plan have been evaluated during the course of review of this application. No conflict or inconsistencies with the text or the policies were found to exist.
- Evidence: The following is an analysis of the project's consistency with policies of the Carmel Valley Master Plan:

1.1.3 *Open Space*

The creation of separate open space parcels is not proposed for this project. However, a proposed Water Resources Agency condition consisting of a 100 foot setback line for habitable structures from the river bank and existing regulations prohibiting development in the floodway will create a significant amount of undevelopable land fronting on and within the Carmel River.

3.1.1.1 *Soils Report*

Geotechnical soils/foundation study and geological hazards evaluation prepared for the project indicate that the site is suitable for development.

3.1.6 *Site Control*

The project site is located in a "S" (Site Control) zoning district. Future development will require discretionary review through the Administrative Permit process.

3.1.15 *Erosion control plan*

Project site is level and the Water Resources Agency has determined that no significant erosion hazard exists. Potential loss from lateral spreading due to riverbank collapse is mitigated by 100 foot setback from the riverbank for habitable structures. New single family dwellings will require discretionary review and Water Resources Agency may attach erosion control conditions at that time if necessary.

4.2.2 *Encourage Row crops & orchards*

Proposed project does not have features that encourage or maintain the rural agricultural nature of Carmel Valley. However, a large amount of open space will be maintained due to limitations on development in or near the floodway (see policy 1.1.3)

- 4.2.3 *Croplands & orchards shall be retained*
The proposed project will take existing agricultural land out of production. The hydrology report prepared for the project indicates that 15.87 acres of the entire parcel (including remainder) is currently in agricultural production, while the 10 remaining acres consists of structures and uncultivated open space. The proposed project would reduce the cultivated land by 8.17 acres to 7.77 acres on the remainder parcel although there is no mechanism in place to ensure that this use would continue.
- 4.2.4 *Development next to agricultural land*
The newly created parcels and the remaining agricultural land are to be separated by a 30 foot road right-of-way.
- 4.2.5 *Community Gardens*
There are no community gardens or orchards proposed. The individual parcel sizes are large enough however, to support substantial individual gardens.
- 6.1.4 *Pumping Consistent w/River Management Program*
Hydrology report submitted for project indicates that pumping will decrease if project is developed. Monterey Peninsula Water Management District staff has reviewed the projects and has not indicated a negative impact to riparian vegetation.
- 6.1.5 *Encouragement of water reclamation/new sources*
Reports submitted by the applicant demonstrate that the project will result in a reduction of water use on the subject parcel from 36.56 acre-feet/year to 19.91 acre-feet/year. This makes the project consistent with County Ordinance #3310. The Monterey Peninsula Water Management District has reviewed the project and indicated that a permit will need to be obtained from the District to amend Cal-AM production limits.
- 7.1.1.1 through 7.1.4 *Areas of Biological Significance*
Project is not located in an area of Biological significance. Existing zoning regulations prohibit development in riparian areas.
- 7.2.1.3 through 7.2.2.6 *Landscaping*
Development of new single-family dwellings in Carmel Valley requires submittal of a landscape plan. Such plans must demonstrate compliance with CVMP policies and County Ordinances before approval is granted.
- 12.1.6.1 through 12.1.13.1 *Archaeological Resources*
An archaeological study has been prepared for the project and it indicates that no archaeological resources exist on site.
- 15.1.16 *Geologic Hazards*
A geologic hazards study was prepared for the project and it indicates the site is suitable for the proposed development.
- 21.3.6 through 21.3.9 *Septic Systems*
The Environmental Health Department has reviewed the project and concluded that septic systems may be developed on the proposed lots that meet the standards of the Carmel Valley Wastewater study.
- 22.2.4.1 *Restrictions on noise generating construction activity*
Development of new single-family dwellings will require Administrative Permits. Conditions limiting hours of construction may be placed on such permits if needed.
- 26.1.9.1 *Ridgeline development*
Lots being created do not have potential for ridgeline development.
- 26.1.10.1 *30% slope development*
No development is proposed for development on 30% slopes
- 26.1.21 *Rural Residential Character*
The relatively large lot sizes assists in preserving the rural residential character of the property. Any proposed structures will be subject to design and site review.
- 26.1.25 *Design/landform change*
Project site is level. No substantial alteration of landforms is proposed.

- 26.1.26 *Visual compatibility*
Lots to be created are setback 500 to 700 feet from Carmel Valley Road. New Development on the subject parcels will require design and siting control through the Design Approval and Administrative Permit process.
- 26.1.28 *Structures in grassland*
Lots to be created are setback 500 to 700 feet from Carmel Valley Road. New Development on the subject parcels will require design and siting control through the Design Approval and Administrative Permit process.
- 26.1.29 & 26.1.31 *Sita & design control/Materials & Colors*
New Development on the subject parcels will require design and siting control through the Design Approval and Administrative Permit process, per Title 21 (Monterey County Zoning Ordinance)
- 27.3.4 *Full standard subdivision standards*
At the time an application is received for a Minor Subdivision, the project will be evaluated for conformance to Standard Subdivision standards.
- 27.3.5 *Quota/allocation limits*
On March 21, 1995, the Monterey County Board of Supervisors reviewed the preliminary project review map and allocated 3 new lots for this project. Parcel A is exempt from lot allocation requirements since an existing single-family dwelling is located on the proposed lot.
- 27.3.6 *Inclusionary Housing*
Before the filing of the Final Parcel Map, the applicant will be required to comply with the requirements of the Inclusionary Housing Ordinance.
- 28.1.16 *Valley Hills, Begonia Gardens & Martins Produce Stand*
Martins Produce Stand is located on the remainder parcel. The applicant has not indicated any plans to remove the stand.
- 28.1.20A *Rural architectural theme*
New Development on the subject parcels will require design and siting control through the Design Approval and Administrative Permit process, per Title 21 (Monterey County Zoning Ordinance)
- 34.1.1.1 & 34.1.1.2 *Clustering*
The new lots proposed are located adjacent to each other on the south side of the subject property. Placing the lots in this location leaves a 10 acre remainder parcel between the new lots and Carmel Valley Road.
- 39.1.6 & 39.1.7 *Hatton Canyon*
In lieu of limiting development, the Board of Supervisors has imposed a Traffic Impact Fee on all new development that has the potential to impact traffic in Carmel Valley. This project will be subject to these mitigation fees.
- 39.2.5.1 *Discourage Multiple Driveway access to Carmel Valley Road*
Project proposes a dedicated road easement across subject parcel between Schulte Road and the adjoining parcel (All Saints School). Applicant has indicated that this may become the primary access for All Saints School thereby eliminating an access point on Carmel Valley Road.
- 39.2.5.2 *Off street parking*
Future construction of the residences will be required to conform to the Zoning Ordinance requirements for off- street parking.
- 39.3.2.1 *Implementation of traffic standards*
In lieu of limiting development, the Board of Supervisors has imposed a Traffic Impact Fee on all new development that has the potential to impact traffic in Carmel Valley. This project will be subject to these mitigation fees.
- 40.2.1.1. *100 foot setback from Carvel Valley Road*
All proposed lots are located further than 100 feet from Carmel Valley Road.
- 40.2.1.3 *Block views from Carmel Valley Road*
Proposed lots are located 500 to 700 feet from Carmel Valley Road and future development on those lots will not impact public views from Carmel Valley Road.

53.1.6 *Conservation of water*

All development on the proposed lots will be required to comply with Monterey County and Monterey Peninsula Water Management District Ordinances and policies related to water conservation.

54.1.5 *Development limited by safe on-site sewage disposal*

The Environmental Health Department has reviewed the proposed project and determined that on-site sewage disposal can be safely accommodated.

54.1.7 *Development subject to County water allocation and/or ordinances*

Reports submitted by the applicant demonstrate that the project will result in a reduction of water use on the subject parcel from 36.56 afy to 19.91 afy. This makes the project consistent with County Ordinance #3310.

54.1.11 *Groundwater Study*

The Environmental Health Department has reviewed the project and found it to be consistent with the Carmel Valley Wastewater Study.

3. Finding: The proposed minor subdivision will not have a significant adverse impact upon the environment.
Evidence: An Initial Study was prepared for the project and is contained in file MS-95005 and a Negative Declaration was filed with the Monterey County Clerk on February 3, 1995.
4. Finding: This project has complied with the requirements of Chapter VII of the Monterey County Subdivision Ordinance (Preliminary Project Review Maps).
Evidence: On March 21, 1995 the Board of Supervisors reviewed the proposed project and allocated three new lots to the project. The fourth lot does not require an allocation since an existing single-family dwelling is located on the lot.
Evidence: The Minor Subdivision Committee reviewed the preliminary project review map at a noticed public hearing on January 26, 1995 and recommended approval by a vote of 6-0.
Evidence: The Planning Commission reviewed the preliminary project review map at a noticed public hearing on February 22, 1995 and recommended approval by a vote of 9-0.
Evidence: The Board of Supervisors reviewed the preliminary project review map on March 21, 1995 and approved a passing score for the project and allocated three new lots.
5. Finding: For purposes of the Fish and Game Code, the project will have a potential for adverse impact on fish and wildlife resources upon which the wildlife depends.
Evidence: Staff analysis contained in the Initial Study and the record as a whole indicate the project may or will result in changes to the resources listed in Section 753.5(d) of the Department of Fish and Game regulations.
6. Finding: The establishment, maintenance, or operation of the use or building applied for will not under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood or to the general welfare of the County.
Evidence: Findings 1 through 5 above.

DECISION

THEREFORE, it is the decision of said Zoning Administrator, that the Negative Declaration be adopted and the application for a Minor Subdivision be granted as shown on the attached sketch, subject to the following conditions:

1. Owner shall record a notice stating that the property is located within or partially within a floodplain and may be subject to building and/or land use restrictions. A copy of the recorded notice shall be provided to the County Water Resources Agency. (Water Resources Agency)

2. Dwellings shall be setback 100 feet from the "top of bank" as defined in the hydrology report prepared by Grice Engineering, dated November, 1994, for parcels B, C, and D. The lower top of bank line may be used to establish the setback for parcel A. (Water Resources Agency)
3. The 100 foot setback required in condition #2 shall be delineated on the Final Parcel Map. (Water Resources Agency)
4. If individual wells are to be used, the wells must be installed, and water quality and quantity information meeting all applicable State and County requirements shall be submitted to the Director of Environmental Health for review and approval (Environmental Health)
5. As necessary, design the water system to meet the standards as set forth in Title 22 of the Monterey County Code and as contained in the Residential Subdivision Water Supply Standards. Provide written evidence that California-American Water Company has reviewed and approved the water system improvements prior to installing (or bonding) the water system improvements. (Environmental Health)
7. As necessary, design the water system improvements to meet fire flow standards as required and approved by the local fire protection agency. Submit evidence to the Division of Environmental Health that the proposed water system improvements have been approved by the local fire protection agency prior to installation (bonding) or filing of the final parcel map. (Environmental Health)
8. As necessary, water system improvements shall incorporate appropriate backflow designs as per Title 17 of the California Code of Regulations subject to the review and approval of the Director of Environmental Health. (Environmental Health)
9. As necessary, the developer shall install or bond the water system improvements to and within the subdivision and any appurtenances needed prior to filing the final parcel map. (Environmental Health)
10. Submit an updated map indicating proposed septic envelopes for parcel A, B, C, and D to the Division of Environmental Health for review and approval prior to filing the final parcel map. The envelopes shall appear on the final parcel map. (Environmental Health)
11. That a deed notification shall be recorded concurrently with the final parcel map with the Monterey County Recorder which states; "A soils and percolation report has been prepared for this parcel by Grice Engineering, dated November 1994 and is on record at the Division of Environmental Health, Monterey County, File No. PC94206 and MS-95005. All proposed development shall be in compliance with this report and the recommendations therein." (Environmental Health)
12. As necessary, submit evidence that all necessary riparian water rights have been obtained for each property adequate to serve residential uses for each parcel. The evidence shall be subject to the review and approval of the Director of Environmental Health and the Office of County Counsel. (Environmental Health)
13. As necessary, submit evidence that all necessary appropriative water rights have been obtained by the California American Water Company for the expansion of Cal-Am's pumping limits to serve three additional residential uses. This evidence shall be subject to the review and approval of the Director of Environmental Health and the Office of County Counsel. (Environmental Health)
14. As necessary, submit evidence that California American Water Company's pumping limits have been expanded and is adequate to serve three additional residential uses. The evidence shall be subject to the review and approval of the Director of Environmental Health and the Office of County Counsel. (Environmental Health)
15. File parcel map delineating official plan line on Carmel Valley Road and all existing and required easements or rights of way and monument new lines (Public Works)
16. Thirty days prior to the expiration date of the tentative map, Step A (8 items) of the County Surveyor's Check Off List for Parcel Map Processing shall be completed. (Public Works)

17. This application is subject to Carmel Valley Road Traffic Mitigation Fees. (Public Works)
18. Dedicate to the County 30 feet from the centerline of Schulte Road (Public Works)
19. Improve the 30 foot right-of-way in accordance with the typical section. (Public Works)
20. Road accessing parcels to be a minimum 18 foot width, all weather surface capable of supporting the load of Fire Apparatus. Road is to be in place prior to construction on any parcels. (Mid-Carmel Valley Fire)
21. 2 wet-barrel hydrants to be installed on the south side of the access road, one at the entrance off Schulte Road and the second 500 feet from the entrance. Hydrants to be Jones type with 1 - 4" outlet and 2 - 2 1/2 inch outlets. (Mid-Carmel Valley Fire)
22. The applicant shall comply with the recreation requirements as provided in Section 19.12.010 Title 19 (Subdivision) of the Monterey County Code prior to filing of the final parcel map. (Parks Department)
23. The property owner agrees as a condition of the approval of this Minor Subdivision which includes a Negative Declaration, that it will pursuant to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for in Government Code Section 66499.37. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the filing of the final map, whichever occurs first. The County shall promptly notify the subdivider of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (Planning and Building Inspection)
24. Applicant shall comply with the requirements of the Inclusionary Housing Ordinance prior to filing of the parcel map. (Planning and Building Inspection)
25. Pursuant to the State Public Resources Code and the State Fish and Game Code, the applicant shall pay a fee to be collected by the County of Monterey in the amount of \$1,275. This fee shall be paid prior to filing of the Notice of Determination. Proof of payment shall be furnished by the applicant to the Director of Planning and Building Inspection prior to commencement of use or the issuance of building and/or grading permits. (Planning and Building Inspection)
26. That a note shall be placed on the parcel map or a separate sheet to be recorded with the parcel map indicating that "Underground utilities are required in this subdivision in accordance with Chapter 19.12.140(M), Title 19 of the Monterey County Code." Such facilities shall be installed or bonded prior to filing the parcel map. The note shall be located in a conspicuous manner subject to the approval of the Director of Public Works. (Planning and Building Inspection; Public Works)
27. That a note be placed on the final parcel map stating that: "A Geological Hazards study, a Geotechnical soils-foundation study, a Percolation study, a Hydrology study, a and Nitrate Loading Assessment, all dated November, 1994, have been prepared on this property by Grice Engineering and Geology Inc. and are on file in the Monterey County Planning and Building Inspection Department. The recommendations contained in said reports shall be followed in all further development of this property." The note shall be located in a conspicuous location, subject to the approval of the County Surveyor. (Planning and Building Inspection; Public Works)

PASSED AND ADOPTED this 24th day of MAY, 1995.


DALE ELLIS, AICP
ZONING ADMINISTRATOR

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT ON MAY 24 1995

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE SECRETARY TO THE MONTEREY COUNTY PLANNING COMMISSION ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE

JUN 03 1995

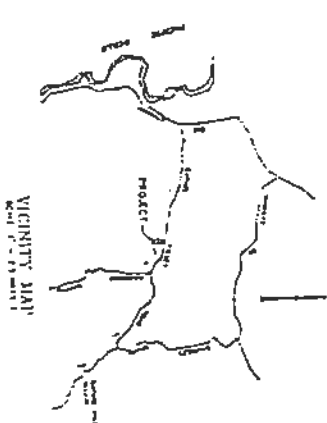
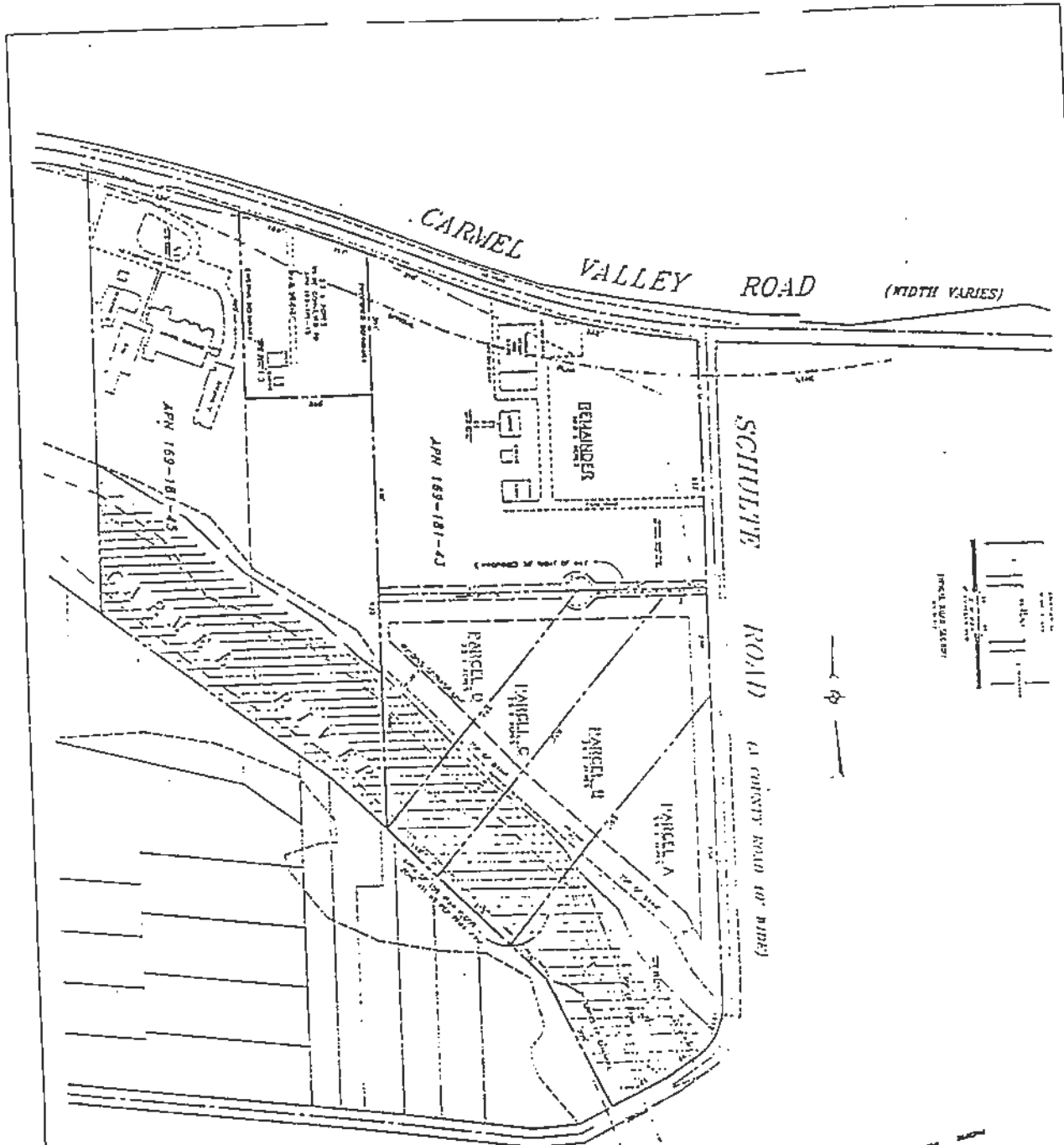
NOTES

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Planning and Building Inspection Department office in Salinas.

2. This permit expires two years after the above date of granting thereof unless construction or use is started within this period.



TENTATIVE MAP NOTES

1. Parcel A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

EMISION CONTROL NOTES

1. Emission control shall be provided for all project vehicles.
2. Emission control shall be provided for all project equipment.
3. Emission control shall be provided for all project buildings.
4. Emission control shall be provided for all project parking areas.
5. Emission control shall be provided for all project streets.
6. Emission control shall be provided for all project sidewalks.
7. Emission control shall be provided for all project landscaping.
8. Emission control shall be provided for all project lighting.
9. Emission control shall be provided for all project signage.
10. Emission control shall be provided for all project utility lines.
11. Emission control shall be provided for all project other structures to be shown on this map.

TENTATIVE MAP OF MOWER LAND DIVISION FOR
MICHAEL BERUDE
 APR 199-181-43
 CARMEL VALLEY ROAD and SCHULTE ROAD
 MONTEREY COUNTY, CALIFORNIA



MID COAST ENGINEERS
 CIVIL ENGINEERS AND LAND SURVEYORS
 7 POINT LANE SUITE 4 WATSONVILLE, CA 95076 - (408) 721-2340



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All that certain real property situate in the County of Monterey, State of California, being a portion of Lot 9 as shown on "Partition Map of the James Meadows Tract, in Carmel Valley, Monterey County, California, as surveyed by Lon G. Hare in 1905", said portion being particularly described as follows:

Beginning at the northwest corner of that certain 9.691 acre parcel of land described as Parcel 1 in deed from Roy Martin et ux to the County of Monterey, dated June 20, 1957 and recorded July 11, 1957 in Volume 1803 of Official Records of Monterey County at Page 65, said corner being a point on the southerly line of the Carmel Valley County Road as widened by deed from Roy Martin et us to the County of Monterey, dated August 8, 1950 and recorded September 7, 1950 in Volume 1243 of Official Records of Monterey County at Page 407; thence along the westerly boundary of said 0.691 acre parcel, said boundary being the westerly line of Schulte Road.

- (1) SOUTH, 1420.32 feet; thence
- (2) Southerly along a tangent curve to the right with a radius of 138.3 feet, through a central angle of 46 degrees 18', for an arc distance of 111.76 feet, to the southeasterly boundary of that certain 49.23 acre parcel of land described in deed from J.A. Aggelar et al to Roy Martin dated November 5, 1909 and recorded November 9, 1909 in Volume 110 of Deeds at Page 420, Monterey County Records; thence leaving the boundary of said 0.691 acre parcel, following the northwesterly line of Schulte Road and boundary of said 49.23 acre parcel
- (3) S. 56 degrees 32' W., 51.84 feet, to the most easterly corner of that certain 0.556 acre parcel of land described in deed from Roy Martin et ux to the County of Monterey, dated November 4, 1936 and recorded in Volume 501 of Official Records of Monterey County at Page 416; thence, leaving the boundary of said 49.23 acre parcel and following the boundary of said 0.556 acre parcel, still along the northwesterly line of Schulte Road
- (4) S. 62 degrees 59' 20" W., 184.89 feet, to the most easterly corner of that parcel of land described in deed from Melvin L. Ataide et ux to Melvin L. Ataide et ux dated July 26, 1966 and recorded July 27, 1966 in Reel 471 of Official Records of Monterey County at Page 55; thence, leaving the boundary of said 0.556 acre parcel and northwesterly line of Schulte Road and running along the northeasterly boundary of said Ataide parcel.
- (5) N. 25 degrees 45' W., 308.93 feet; thence

- 1 (6) N. 45 degrees 44' 10" W. (at 200.00 feet the northeasterly
2 corner of Parcel A, 4.095 acres, as shown on Record of
3 Survey Map filed May 27, 1958 in Volume 5 of Surveys at
4 Page 171, Monterey County Records and thence along the
5 northeasterly boundary thereof), a total distance of 628.95
6 feet, to the most northerly corner of said Parcel A, said
7 corner being the northeasterly corner of Parcel B, 17.442
8 acres, as shown on said Record of Survey Map; thence
- 9 (7) N. 52 degrees 05' 16" W., along the northeasterly boundary
10 of said Parcel B, 190.000 feet to the most southerly corner
11 of the 10.10 acre parcel of land shown on Records of Survey
12 Map filed January 29, 1959 in Volume 6 of Surveys at Page
13 1, Monterey County Records; thence, leaving the boundary of
14 said Parcel B
- 15 (8) NORTH, along the east boundary of said 10.10 acre parcel,
16 1105.44, to the southerly line of the Carmel Valley County
17 Road as widened by said deed from Martin to the County of
18 Monterey recorded in Volume 1243 of Official Records of
19 Monterey County at Page 407; thence following the southerly
20 line of said road as widened by said deed
- 21 (9) Easterly along a circular curve to the right with a radius
22 of 3970 feet (center of said curve bears S. 18 degrees 54'
23 26" W., from the terminus of the preceding course), through
24 a central angle of 2 degrees 26' 34", for an arc distance
25 of 169.26 feet; thence, tangentially
- 26 (10) S. 68 degrees 39' E., 327.19 feet; thence
- 27 (11) Easterly along a tangent circular curve to the left with a
28 radius of 2030 feet; through a central angle of 15 degrees
00' 17", for an arc distance of 531.62 feet, to the point
of beginning, containing an area of 31.0 acres, more or
less, and being a portion of said 49.23 acre parcel and a
portion of that certain 23.18 acre parcel of land described
in deed from Henry B. Schulte et ux to Roy Martin, dated
December 30, 1913 and recorded January 19, 1914 in Volume
132 of Deeds at Page 463, Monterey County Records.

Excepting therefrom:

CERTAIN real property situated in Lot 9 of James Meadow Tract,
County of Monterey, State of California, particularly described
as follows:

COMMENCING at the northwesterly corner of that certain 31.0 acre
parcel described in deed from Ann Elizabeth Grant and Royden A.
Martin to Scott C. Ramnden recorded 30 November 1970 in Reel 676
at Page 954, Official Records of Monterey County, California;
thence along the West boundary of said parcel

(a) South, 405.00 feet to the TRUE POINT OF BEGINNING;

thence leaving said boundary and running at right angle
therefrom

- 1 (1) East, 368.00 feet; thence along a line drawn parallel with
2 and easterly of said boundary
- 3 (2) South, 933.29 feet to a point on the southwesterly boundary
4 of said parcel; thence leaving said parallel line and
5 running along last said boundary
- 6 (3) N 45 degrees 44' 10" W., 164.91 feet; thence
- 7 (4) N 52 degrees 05' 16" W., 190.00 feet (described as Course
8 numbered seven (7) in said deed) to the southwesterly
9 corner of said parcel; thence along said west boundary
- 10 (5) North, 700.44 feet to THE TRUE POINT OF BEGINNING, and
11 being a portion of said 31.0 acre parcel.

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1 DAVID C. LAREDO - CA Bar #66532
DeLAY & LAREDO
2 Attorneys at Law
606 Forest Avenue
3 Pacific Grove, CA 93950
Telephone: (408) 646-1502
4 Facsimile: (408) 646-0377
5 Attorneys for Monterey Peninsula
Water Management District
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10 BEFORE THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF MONTEREY

12 Assignment of Water Rights and
Entitlement to Domestic Water
13 Service.

STIPULATION AGREEMENT

14
15 This Agreement for Stipulation ("Agreement") is made by and
16 between Michael Berube (hereinafter "Developer"), and Monterey
17 Peninsula Water Management District (hereinafter "District"),
18 collectively referred to herein as the "parties," with reference
19 to the following:

20 WHEREAS, Developer is the owner of certain real property
21 located in Monterey County, California, more particularly
22 described in Exhibit "A" attached hereto and made a part hereof
23 ("Subject Property");

24 WHEREAS, on May 24, 1995, the Monterey County Zoning
25 Administrator adopted Resolution No. MS95005, thereby approving
26 a Parcel Map dividing Subject Property into five parcels:
27 Parcel A containing 5.0 acres, Parcel B containing 3.45 acres,
28 Parcel C containing 2.5 acres, Parcel D containing 2.5 acres,

1 and Parcel R, a remainder parcel containing 10.0 acres;

2 WHEREAS, on March 28, 1995, Developer filed Application No.
3 A30442 with the State Water Resources Control Board seeking
4 appropriative water rights for annual use of 41.2 acre-feet of
5 water (hereinafter "Appropriation");

6 WHEREAS, on July 6, 1995, the State Water Resources Control
7 Board in Decision No. 1632 determined that "no reconsideration
8 will be provided for amounts based upon a stipulation between
9 the District and applicant...with respect to Table 13
10 quantities";

11 WHEREAS, on June 19, 1995, Developer and District agreed
12 that Developer is entitled to a quantity of 40.9 acre-feet per
13 year based on historical water production from non Cal-Am wells
14 on Subject Property;

15 WHEREAS, Developer desires that the California American
16 Water Company (hereinafter "Cal-Am") provide domestic water
17 service to Parcels A, B, C, and D;

18 WHEREAS, Monterey County has exhausted its existing water
19 allocation from the District and cannot provide an allotment of
20 water to Cal-Am for domestic water service to Parcels A, B, C
21 and D, Developer desires to assign the District a quantity of
22 water sufficient to provide water service to the aforementioned
23 Parcels;

24 WHEREAS, the District desires to reduce diversions from the
25 Carmel River Basin and agrees to authorize Cal-Am to produce up
26 to 2.15 acre-feet per year to provide domestic water service to
27 Parcels A, B, C, and D; and

28

1 4. Developer agrees that upon receipt of authorization
2 from the District for 2.15 acre-feet per year of water
3 production from the Cal-Am system, the maximum quantity of water
4 to be withdrawn by non Cal-Am wells on the Subject Property
5 shall not exceed 32.61 acre-feet per year, notwithstanding the
6 appropriative water rights received from the State Water
7 Resources Control Board pursuant to Application Number A30442.

8 5. Nothing in this Agreement shall be construed to
9 constitute consent or approval by the District under Section 363
10 of the Monterey Peninsula Water District Law, or to expand or
11 restrict the District's authority under said Section 363.

12 6. Notwithstanding any other provision of this Agreement,
13 the District shall not warrant or guarantee the availability of
14 any quantity of water to Developer prior to receipt of
15 appropriative water rights from the State Water Resources
16 Control Board.

17 7. Both Developer and the District shall use their best
18 efforts to cooperate and to optimize use of their respective
19 water rights. Developer acknowledges that its lands described
20 in Exhibit "A" shall remain subject to all lawful ordinances of
21 the District, except those regulations prohibiting connections.

22 8. The District shall not impose any pump tax or other
23 charge upon Developer for Developer's extraction or diversion of
24 water through Developer's facilities for use on Developer's
25 overlying or riparian lands. Notwithstanding this provision,
26 Developer shall be responsible for all fees and charges,
27 including but not limited to use fees, connection fees and
28 assessments, that the District lawfully may assess to the use of

1 water from any public utility. However, the preceding sentence
2 shall not be construed to waive, release or impair any prior
3 contract between Developer and any public utility.

4 9. The Agreement does not restrict the District or
5 Developer from exercising or defending existing water rights,
6 acquiring or exercising additional water rights in the future,
7 or from challenging such future rights of the other party, so
8 long as such actions are consistent with the terms of this
9 Agreement.

10 10. This Agreement is both a personal obligation of
11 Developer and the District as well as a covenant running with
12 Developer's lands, more fully described in Exhibit "A", and the
13 District's lands, wherever those lands may be situated. This
14 Agreement shall benefit and bind Developer, and Developer's
15 successors as owners or holders of title or interest in
16 Developer's lands, or appropriative water rights granted by the
17 State Water Resources Control Board pursuant to Application
18 Number A30442, or any portion of them. This Agreement shall
19 benefit and bind the District and its successors or assigns.
20 This Agreement shall be recorded and shall perpetually bind and
21 be for the benefit of Developer and the District, and their
22 respective successors in interest.

23 11. A party's failure to insist on the strict performance
24 of any provision of this Agreement or to exercise any right,
25 power, or remedy upon a breach of this Agreement shall not
26 constitute a waiver of any provision of this Agreement. Neither
27 shall such action or inaction limit the party's right to later
28 enforce any provision or exercise any right to the fullest

1 extent allowed under this Agreement.

2 12. District and Developer hereby represent that upon
3 execution of this Agreement, each will perform the obligations
4 imposed upon them by this Agreement.

5 13. This Agreement constitutes the entire agreement
6 between the parties and supersedes all agreements,
7 representations, warranties, statements, promises and
8 understandings, whether oral or written, with respect to the
9 subject matter hereof, and no party hereto shall be bound by or
10 charged with any oral or written agreements, representations,
11 warranties, statements, promises or understandings not
12 specifically set forth in this Agreement or the exhibits hereto.

13 14. The rights and remedies of the parties hereunder shall
14 be cumulative and not mutually exclusive, i.e., the exercise of
15 one or more of the provisions hereof shall not preclude the
16 exercise of any other provisions hereof. Each of the parties
17 agrees that damages at law will be an inadequate remedy for a
18 breach or threatened breach of this Agreement and agrees that,
19 in the event of a breach or threatened breach of any provision
20 hereof, the respective rights and obligations hereunder shall be
21 enforceable by specific performance, injunction or other
22 equitable remedy. Nothing contained herein is intended to limit
23 or affect any rights at law or by statute or otherwise of any
24 party for a breach or threatened breach of any provision hereof,
25 it being the intention by this section only to make clear that
26 the respective rights and obligations of the parties hereunder
27 shall be enforceable in equity as well as at law or otherwise.

28

1 15. This Agreement shall inure to the benefit of, and
2 shall be binding upon, the parties and their respective heirs,
3 representatives, administrators, executors, successors and
4 assigns.

5 16. This Agreement shall be governed by and construed in
6 accordance with the laws of the State of California.

7 17. In the event that any portion of this Agreement shall
8 be determined to be invalid or unenforceable for any reason, the
9 remainder of this Agreement shall continue in full force and
10 effect.

11 18. In the event either party institutes a legal action or
12 arbitration to interpret or enforce the terms of this Agreement,
13 the prevailing party in such action or arbitration shall be
14 entitled to an award of costs and fees, including, but not
15 limited to, reasonable attorneys' fees, expert fees and court
16 costs. A party who incurs fees and costs in enforcing a
17 judgment or arbitration award shall be entitled to collect such
18 fees and costs from the party against whom the judgment is
19 entered, including all fees and costs for post-judgment or post
20 award collection activities. The parties specifically intend
21 for this provision to survive any judgment or award on this
22 Agreement and this Agreement shall not be merged with such
23 judgment or award.

24 19. No consent or waiver by any of the parties to any
25 breach or default by another party under this Agreement shall be
26 deemed or construed to be a consent or waiver to any other
27 breach or default under this Agreement, whether with respect to
28 the same obligation or any other obligation. Furthermore,

1 failure on the part of any of the parties to act, to complain or
2 to declare another party in default, irrespective of how long
3 such failure continues, shall not constitute a waiver by such
4 party of its rights hereunder. The giving of consent by any of
5 the parties in any one instance shall not limit or waive the
6 necessity to obtain such party's consent in any future
7 instances.

8 20. It is agreed by the parties that this Agreement has
9 been arrived at through negotiation and neither party is to be
10 deemed the party which prepared this Agreement for the purposes
11 of interpreting this Agreement, it being the intention of the
12 parties that a court resolve any ambiguities that may arise
13 under the terms hereof by added evidence of the intention of the
14 parties executing this Agreement.

15 21. Each party hereby agrees to do all further acts and to
16 make, execute and deliver all such additional written
17 instruments, as shall be reasonably required to carry out the
18 terms and provisions of this Agreement.

19 IN WITNESS WHEREOF, the parties have executed this
20 Agreement as of the respective dates set forth below.

21 DEVELOPER

22 Date: 12-18-95 By Michael R Berube
23 MICHAEL BERUBE

24 DISTRICT

25 MONTEREY PENINSULA WATER
26 MANAGEMENT DISTRICT

27 Date: 12-13-95 By Ray Williams
28

1 EXHIBIT "A"

2 All that certain real property situate in the County of
3 Monterey, State of California, being a portion of Lot 9 as shown
4 on "Partition Map of the James Meadows Tract, in Carmel Valley,
5 Monterey County, California, as surveyed by Lon G. Hare in
6 1905", said portion being particularly described as follows:

7 Beginning at the northwest corner of that certain 9.691
8 acre parcel of land described as Parcel 1 in deed from Roy
9 Martin et ux to the County of Monterey, dated June 20, 1957 and
10 recorded July 11, 1957 in Volume 1803 of Official Records of
11 Monterey County at Page 65, said corner being a point on the
12 southerly line of the Carmel Valley County Road as widened by
13 deed from Roy Martin et ux to the County of Monterey, dated
14 August 8, 1950 and recorded September 7, 1950 in Volume 1243 of
15 Official Records of Monterey County at Page 407; thence along
16 the westerly boundary of said 0.691 acre parcel, said boundary
17 being the westerly line of Schulte Road.

18 (1) SOUTH, 1420.32 feet; thence

19 (2) Southerly along a tangent curve to the right with a radius
20 of 138.3 feet, through a central angle of 46 degrees 18',
21 for an arc distance of 111.76 feet, to the southeasterly
22 boundary of that certain 49.23 acre parcel of land
23 described in deed from J.A. Aggeler et al to Roy Martin
24 dated November 5, 1909 and recorded November 9, 1909 in
25 Volume 110 of Deeds at Page 420, Monterey County Records;
26 thence leaving the boundary of said 0.691 acre parcel,
27 following the northwesterly line of Schulte Road and
28 boundary of said 49.23 acre parcel

(3) S. 56 degrees 32' W., 51.84 feet, to the most easterly
corner of that certain 0.556 acre parcel of land described
in deed from Roy Martin et ux to the County of Monterey,
dated November 4, 1936 and recorded in Volume 501 of
Official Records of Monterey County at Page 416; thence,
leaving the boundary of said 49.23 acre parcel and
following the boundary of said 0.556 acre parcel, still
along the northwesterly line of Schulte Road

(4) S. 62 degrees 59' 20" W., 184.89 feet, to the most easterly
corner of that parcel of land described in deed from Melvin
L. Ataide et ux to Melvin L. Ataide et ux dated July 26,
1966 and recorded July 27, 1966 in Reel 471 of Official
Records of Monterey County at Page 55; thence, leaving the
boundary of said 0.556 acre parcel and northwesterly line
of Schulte Road and running along the northeasterly
boundary of said Ataide parcel.

(5) N. 25 degrees 45' W., 308.93 feet; thence

- 1 (6) N. 45 degrees 44' 10" W. (at 200.00 feet the northeasterly
2 corner of Parcel A, 4.095 acres, as shown on Record of
3 Survey Map filed May 27, 1958 in Volume 5 of Surveys at
4 Page 171, Monterey County Records and thence along the
5 northeasterly boundary thereof), a total distance of 628.95
6 feet, to the most northerly corner of said Parcel A, said
7 corner being the northeasterly corner of Parcel B, 17.442
8 acres, as shown on said Record of Survey Map; thence
- 9 (7) N. 52 degrees 05' 16" W., along the northeasterly boundary
10 of said Parcel B, 190.000 feet to the most southerly corner
11 of the 10.10 acre parcel of land shown on Records of Survey
12 Map filed January 29, 1959 in Volume 6 of Surveys at Page
13 1, Monterey County Records; thence, leaving the boundary of
14 said Parcel B
- 15 (8) NORTH, along the east boundary of said 10.10 acre parcel,
16 1105.44, to the southerly line of the Carmel Valley County
17 Road as widened by said deed from Martin to the County of
18 Monterey recorded in Volume 1243 of Official Records of
19 Monterey County at Page 407; thence following the southerly
20 line of said road as widened by said deed
- 21 (9) Easterly along a circular curve to the right with a radius
22 of 3970 feet (center of said curve bears S. 18 degrees 54'
23 26" W., from the terminus of the preceding course), through
24 a central angle of 2 degrees 26' 34", for an arc distance
25 of 169.26 feet; thence, tangentially
- 26 (10) S. 68 degrees 39' E., 327.19 feet; thence
- 27 (11) Easterly along a tangent circular curve to the left with a
28 radius of 2030 feet; through a central angle of 15 degrees
00' 17", for an arc distance of 531.62 feet, to the point
of beginning, containing an area of 31.0 acres, more or
less, and being a portion of said 49.23 acre parcel and a
portion of that certain 23.18 acre parcel of land described
in deed from Henry B. Schulte et ux to Roy Martin, dated
December 30, 1913 and recorded January 19, 1914 in Volume
132 of Deeds at Page 463, Monterey County Records.

21 Excepting therefrom:

22 CERTAIN real property situated in Lot 9 of James Meadow Tract,
23 County of Monterey, State of California, particularly described
24 as follows:

25 COMMENCING at the northwesterly corner of that certain 31.0 acre
26 parcel described in deed from Ann Elizabeth Grant and Royden A.
27 Martin to Scott C. Ramnden recorded 30 November 1970 in Reel 676
28 at Page 954, Official Records of Monterey County, California;
thence along the West boundary of said parcel

(a) South, 405.00 feet to the TRUE POINT OF BEGINNING;

thence leaving said boundary and running at right angle
therefrom

- 1 (1) East, 368.00 feet; thence along a line drawn parallel with
2 and easterly of said boundary
- 3 (2) South, 933.29 feet to a point on the southwesterly boundary
4 of said parcel; thence leaving said parallel line and
5 running along last said boundary
- 6 (3) N 45 degrees 44' 10" W., 164.91 feet; thence
- 7 (4) N 52 degrees 05' 16" W., 190.00 feet (described as Course
8 numbered seven (7) in said deed) to the southwesterly
9 corner of said parcel; thence along said west boundary
- 10 (5) North, 700.44 feet to THE TRUE POINT OF BEGINNING, and
11 being a portion of said 31.0 acre parcel.

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RECEIVED

DEC - 8 1995

M.P.W.M.D.

Recording Requested by and
When Recorded, Mail To:

Monterey Peninsula Water
Management District
Post Office Box 85
Monterey, CA 93940

Applicant Name: BLL

DEED RESTRICTION

I. WHEREAS, on this 13th day of December 1995, BLL, a Limited Liability Company (hereinafter "Owner") is the record owner of real property located in Monterey County, California, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Subject Property");

II. WHEREAS, Monterey Peninsula Water Management District (hereinafter "District") entered into a stipulation agreement with Owner on 12/18, 1995, which grants to Owner an entitlement for domestic water service for Subject Property in the amount of 2.00 acre-feet of water, which shall be provided through the Cal-Am distribution system;

III. WHEREAS, in exchange for the aforementioned entitlement and pursuant to the Agreement between the parties hereto (hereinafter "Agreement") dated 12/18, 1995, and attached hereto as Exhibit "B" and made a part of hereof, Owner agrees to restrict on-site pumping from the Monterey Peninsula Water Resource System to an annual maximum of 32.61 acre-feet of water.

NOW, THEREFORE, in consideration of the entitlement received by Owner from District and Owners agreement to reduce on-site pumping, Owner hereby irrevocably covenants with the District that there be and hereby is created the following restriction on the use and enjoyment of Subject Property, and that this restriction runs with the land and inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives,

successors and assigns. The undersigned Owner, for Owner and for Owners heirs, assigns, and successors in interest, covenants and agrees that:

"The maximum quantity of water to be withdrawn annually from the Monterey Peninsula Water Resource System shall not exceed 32.61 acre-feet, notwithstanding appropriative water rights received by the State Water Resources Control Board under Application A30442 dated 3/28/95."

If any provision of these restrictions is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Said deed restriction shall remain in full force and effect during the period that said Ordinance, or any modification or amendment thereof, remains effective, and during the period that the development authorized by said Ordinance or any modification of said development, remains in existence in or upon any part of, and thereby confers benefit upon, the Subject Property described herein, and to that extent, said deed restriction is hereby deemed and agreed by owner to be a covenant running with the land, and shall bind owner and all his/her assigns or successors in interest.

Owner agrees to record this Deed Restriction in the Recorder's Office for the County of Monterey as soon as possible after the date of execution.

BLL, a Limited Liability Company

Dated: 12-18-95

By Michael R Berube
Michael Berube

STATE OF CALIFORNIA

)

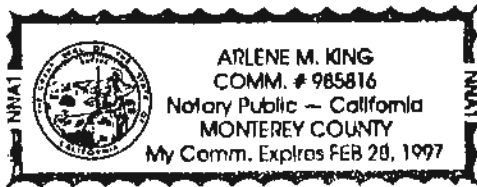
) ss.

COUNTY OF MONTEREY

)

On 12/18/95, before me, Arlene M. King, Notary Public, personally appeared Michael R. Beebe, 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.



Arlene M. King
Notary Public in and for said
County and State

STATE OF CALIFORNIA

)

) ss.

COUNTY OF MONTEREY

)

On _____, 1995, before me, _____, Notary Public, personally appeared _____, 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.

Notary Public in and for said
County and State

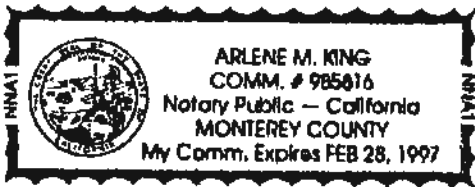
This is to certify that the Deed Restriction set forth above is hereby acknowledged by the Monterey Peninsula Water Management District pursuant to the action of the Board of Directors on November 20, 1995 and that the Monterey Peninsula Water Management District consents to its recordation thereof.

Ray Millard
Ray Millard, Secretary to the Board

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On 12-13-95, 1995, before me Arlene M. King the undersigned Notary Public, personally appeared Ray Millard, known to me to be the Secretary to the Board of Directors of the Monterey Peninsula Water Management District, who executed the within instrument and acknowledged to me that he executed the same.



WITNESS my hand and official seal

Arlene M. King
Notary Public

My Commission Expires 2/28/97

Document Content/Form Acceptable:
David C. Laredo
David C. Laredo, District Counsel

Monterey Peninsula Water Management District

EXHIBIT "A"

That certain real property situate in the County of Monterey, State of California, described as follows:

An undivided five-twelfths (5/12ths) interest in that certain real property situate in the County of Monterey, State of California, being a portion of Lot 9 as shown on "Partition Map of the James Meadows Tract, in Carmel Valley, Monterey County, California, as surveyed by Lon G. Hare in 1905", said portion being particularly described as follows:

Beginning at the northwest corner of that certain 9.691 acre parcel of land described as Parcel 1 in deed from Roy Martin et ux to the County of Monterey, dated June 20, 1957 and recorded July 11, 1957 in Volume 1803 of Official Records of Monterey County at Page 65, said corner being a point on the southerly line of the Carmel Valley County Road as widened by deed from Roy Martin et ux to the County of Monterey, dated August 8, 1950 and recorded September 7, 1950 in Volume 1243 of Official Records of Monterey County at Page 407; thence along the westerly boundary of said 0.691 acre parcel, said boundary being the westerly line of Schulte Road.

- (1) SOUTH, 1420.32 feet; thence
- (2) Southerly along a tangent curve to the right with a radius of 138.3 feet, through a central angle of 46 degrees 18', for an arc distance of 111.76 feet, to the southeasterly boundary of that certain 49.23 acre parcel of land described in deed from J.A. Aggeler et al to Roy Martin dated November 5, 1909 and recorded November 9, 1909 in Volume 110 of Deeds at Page 420, Monterey County Records; thence leaving the boundary of said 0.691 acre parcel, following the northwesterly line of Schulte Road and boundary of said 49.23 acre parcel
- (3) S. 56 degrees 32' W., 51.84 feet, to the most easterly corner of that certain 0.556 acre parcel of land described in deed from Roy Martin et ux to the County of Monterey, dated November 4, 1936 and recorded in Volume 501 of Official Records of Monterey County at Page 416; thence, leaving the boundary of said 49.23 acre parcel and following the boundary of said 0.556 acre parcel, still along the northwesterly line of Schulte Road
- (4) S. 62 degrees 59' 20" W., 184.89 feet, to the most easterly corner of that parcel of land described in deed from Melvin L. Ataide et ux to Melvin L. Ataide et ux dated July 26, 1966 and recorded July 27, 1966 in Reel 471 of Official Records of Monterey County at Page 55; thence, leaving the boundary of said 0.556 acre parcel and northwesterly line of Schulte Road

and running along the northeasterly boundary of said Ataide parcel.

- (5) N. 25 degrees 45' W., 308.93 feet; thence
- (6) N. 45 degrees 44' 10" W. (at 200.00 feet the northeasterly corner of Parcel A, 4.095 acres, as shown on Record of Survey Map filed May 27, 1958 in Volume 5 of Surveys at Page 171, Monterey County Records and thence along the northeasterly boundary thereof), a total distance of 628.95 feet, to the most northerly corner of said Parcel A, said corner being the northeasterly corner of Parcel B, 17.442 acres, as shown on said Record of Survey Map; thence
- (7) N. 52 degrees 05' 16" W., along the northeasterly boundary of said Parcel B, 190.000 feet to the most southerly corner of the 10.10 acre parcel of land shown on Records of Survey Map filed January 29, 1959 in Volume 6 of Surveys at Page 1, Monterey County Records; thence, leaving the boundary of said Parcel B
- (8) NORTH, along the east boundary of said 10.10 acre parcel, 1105.44, to the southerly line of the Carmel Valley County Road as widened by said deed from Martin to the County of Monterey recorded in Volume 1243 of Official Records of Monterey County at Page 407; thence following the southerly line of said road as widened by said deed
- (9) Easterly along a circular curve to the right with a radius of 3970 feet (center of said curve bears S. 18 degrees 54' 26" W., from the terminus of the preceding course), through a central angle of 2 degrees 26' 34", for an arc distance of 169.26 feet; thence, tangentially
- (10) S. 68 degrees 39' E., 327.19 feet; thence
- (11) Easterly along a tangent circular curve to the left with a radius of 2030 feet; through a central angle of 15 degrees 00' 17", for an arc distance of 531.62 feet, to the point of beginning, containing an area of 31.0 acres, more or less, and being a portion of said 49.23 acre parcel and a portion of that certain 23.18 acre parcel of land described in deed from Henry B. Schulte et ux to Roy Martin, dated December 30, 1913 and recorded January 19, 1914 in Volume 132 of Deeds at Page 463, Monterey County Records.

Excepting therefrom:

CERTAIN real property situated in Lot 9 of James Meadow Tract, County of Monterey, State of California, particularly described as follows:

COMMENCING at the northwesterly corner of that certain 31.0 acre parcel described in deed from Ann Elizabeth Grant and Royden A. Martin to Scott C. Ramnden recorded 30 November 1970 in Reel 676 at Page 954, Official Records of Monterey County, California; thence along the West boundary of said parcel

(a) South, 405.00 feet to the TRUE POINT OF BEGINNING;

thence leaving said boundary and running at right angle therefrom

- (1) East, 368.00 feet; thence along a line drawn parallel with and easterly of said boundary
- (2) South, 933.29 feet to a point on the southwesterly boundary of said parcel; thence leaving said parallel line and running along last said boundary
- (3) N 45 degrees 44' 10" W., 164.91 feet; thence
- (4) N 52 degrees 05' 16" W., 190.00 feet (described as Course numbered seven (7) in said deed) to the southwesterly corner of said parcel; thence along said west boundary
- (5) North, 700.44 feet to THE TRUE POINT OF BEGINNING, and being a portion of said 31.0 acre parcel.

1 DAVID C. LAREDO - CA Bar #66532
 DeLAY & LAREDO
 2 Attorneys at Law
 606 Forest Avenue
 3 Pacific Grove, CA 93950
 Telephone: (408) 646-1502
 4 Facsimile: (408) 646-0377
 5 Attorneys for Monterey Peninsula
 Water Management District
 6

7
 8
 9

BEFORE THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
 OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF MONTEREY

10
 11

12 Assignment of Water Rights and **STIPULATION AGREEMENT**
 Entitlement to Domestic Water
 13 Service.

14

15 This Agreement for Stipulation ("Agreement") is made by and
 16 between Michael Berube (hereinafter "Developer"), and Monterey
 17 Peninsula Water Management District (hereinafter "District"),
 18 collectively referred to herein as the "parties," with reference
 19 to the following:

20

WHEREAS, Developer is the owner of certain real property
 21 located in Monterey County, California, more particularly
 22 described in Exhibit "A" attached hereto and made a part hereof
 23 ("Subject Property");

24

WHEREAS, on May 24, 1995, the Monterey County Zoning
 25 Administrator adopted Resolution No. MS95005, thereby approving
 26 a Parcel Map dividing Subject Property into five parcels:
 27 Parcel A containing 5.0 acres, Parcel B containing 3.45 acres,
 28 Parcel C containing 2.5 acres, Parcel D containing 2.5 acres,

1 and Parcel R, a remainder parcel containing 10.0 acres;

2 WHEREAS, on March 28, 1995, Developer filed Application No.
3 A30442 with the State Water Resources Control Board seeking
4 appropriative water rights for annual use of 41.2 acre-feet of
5 water (hereinafter "Appropriation");

6 WHEREAS, on July 6, 1995, the State Water Resources Control
7 Board in Decision No. 1632 determined that "no reconsideration
8 will be provided for amounts based upon a stipulation between
9 the District and applicant...with respect to Table 13
10 quantities";

11 WHEREAS, on June 19, 1995, Developer and District agreed
12 that Developer is entitled to a quantity of 40.9 acre-feet per
13 year based on historical water production from non Cal-Am wells
14 on Subject Property;

15 WHEREAS, Developer desires that the California American
16 Water Company (hereinafter "Cal-Am") provide domestic water
17 service to Parcels A, B, C, and D;

18 WHEREAS, Monterey County has exhausted its existing water
19 allocation from the District and cannot provide an allotment of
20 water to Cal-Am for domestic water service to Parcels A, B, C
21 and D, Developer desires to assign the District a quantity of
22 water sufficient to provide water service to the aforementioned
23 Parcels;

24 WHEREAS, the District desires to reduce diversions from the
25 Carmel River Basin and agrees to authorize Cal-Am to produce up
26 to 2.15 acre-feet per year to provide domestic water service to
27 Parcels A, B, C, and D; and

28

1 WHEREAS, in exchange for said production of 2.15 acre-feet
2 of water per year from the Cal-Am system, Developer assigns to
3 the District 6.14 acre-feet of water per year for conservation
4 purposes.

5 WHEREAS, on November 20, 1995, the District adopted
6 Ordinance 81 to effectuate a 2.15 acre-feet increase in Cal-Am's
7 pumping limit and provide Developer with an entitlement to that
8 2.15 acre-feet of water for the purpose of providing domestic
9 water service to Parcels A, B, C, and D; and

10 WHEREAS, in exchange for said entitlement to 2.15 acre-feet
11 of water, Developer further assigns to the District 6.14 acre-
12 feet of water for conservation purposes.

13 NOW, THEREFORE, Developer and District stipulate as set
14 forth above and agree to the following terms and conditions as
15 being the full and complete Agreement between the parties.
16 Developer and District further stipulate that said terms and
17 conditions constitute the consideration of the parties hereto.

18 AGREEMENT

19 1. Developer hereby assigns to District 8.29 acre-feet
20 per year of the 40.9 acre-feet per year of water which Developer
21 and District have agreed is the basis for historical production
22 from non Cal-Am wells on the Subject Property.

23 2. Developer further agrees to reduce withdrawal of water
24 from non Cal-Am wells on the Subject Property by 8.29 acre-feet
25 per year.

26 3. District hereby agrees to authorize Cal-Am to produce
27 up to 2.15 acre-feet per year for the sole purpose of benefiting
28 the Subject Property.

1 4. Developer agrees that upon receipt of authorization
2 from the District for 2.15 acre-feet per year of water
3 production from the Cal-Am system, the maximum quantity of water
4 to be withdrawn by non Cal-Am wells on the Subject Property
5 shall not exceed 32.61 acre-feet per year, notwithstanding the
6 appropriative water rights received from the State Water
7 Resources Control Board pursuant to Application Number A30442.

8 5. Nothing in this Agreement shall be construed to
9 constitute consent or approval by the District under Section 363
10 of the Monterey Peninsula Water District Law, or to expand or
11 restrict the District's authority under said Section 363.

12 6. Notwithstanding any other provision of this Agreement,
13 the District shall not warrant or guarantee the availability of
14 any quantity of water to Developer prior to receipt of
15 appropriative water rights from the State Water Resources
16 Control Board.

17 7. Both Developer and the District shall use their best
18 efforts to cooperate and to optimize use of their respective
19 water rights. Developer acknowledges that its lands described
20 in Exhibit "A" shall remain subject to all lawful ordinances of
21 the District, except those regulations prohibiting connections.

22 8. The District shall not impose any pump tax or other
23 charge upon Developer for Developer's extraction or diversion of
24 water through Developer's facilities for use on Developer's
25 overlying or riparian lands. Notwithstanding this provision,
26 Developer shall be responsible for all fees and charges,
27 including but not limited to use fees, connection fees and
28 assessments, that the District lawfully may assess to the use of

1 water from any public utility. However, the preceding sentence
2 shall not be construed to waive, release or impair any prior
3 contract between Developer and any public utility.

4 9. The Agreement does not restrict the District or
5 Developer from exercising or defending existing water rights,
6 acquiring or exercising additional water rights in the future,
7 or from challenging such future rights of the other party, so
8 long as such actions are consistent with the terms of this
9 Agreement.

10 10. This Agreement is both a personal obligation of
11 Developer and the District as well as a covenant running with
12 Developer's lands, more fully described in Exhibit "A", and the
13 District's lands, wherever those lands may be situated. This
14 Agreement shall benefit and bind Developer, and Developer's
15 successors as owners or holders of title or interest in
16 Developer's lands, or appropriative water rights granted by the
17 State Water Resources Control Board pursuant to Application
18 Number A30442, or any portion of them. This Agreement shall
19 benefit and bind the District and its successors or assigns.
20 This Agreement shall be recorded and shall perpetually bind and
21 be for the benefit of Developer and the District, and their
22 respective successors in interest.

23 11. A party's failure to insist on the strict performance
24 of any provision of this Agreement or to exercise any right,
25 power, or remedy upon a breach of this Agreement shall not
26 constitute a waiver of any provision of this Agreement. Neither
27 shall such action or inaction limit the party's right to later
28 enforce any provision or exercise any right to the fullest

1 extent allowed under this Agreement.

2 12. District and Developer hereby represent that upon
3 execution of this Agreement, each will perform the obligations
4 imposed upon them by this Agreement.

5 13. This Agreement constitutes the entire agreement
6 between the parties and supersedes all agreements,
7 representations, warranties, statements, promises and
8 understandings, whether oral or written, with respect to the
9 subject matter hereof, and no party hereto shall be bound by or
10 charged with any oral or written agreements, representations,
11 warranties, statements, promises or understandings not
12 specifically set forth in this Agreement or the exhibits hereto.

13 14. The rights and remedies of the parties hereunder shall
14 be cumulative and not mutually exclusive, i.e., the exercise of
15 one or more of the provisions hereof shall not preclude the
16 exercise of any other provisions hereof. Each of the parties
17 agrees that damages at law will be an inadequate remedy for a
18 breach or threatened breach of this Agreement and agrees that,
19 in the event of a breach or threatened breach of any provision
20 hereof, the respective rights and obligations hereunder shall be
21 enforceable by specific performance, injunction or other
22 equitable remedy. Nothing contained herein is intended to limit
23 or affect any rights at law or by statute or otherwise of any
24 party for a breach or threatened breach of any provision hereof,
25 it being the intention by this section only to make clear that
26 the respective rights and obligations of the parties hereunder
27 shall be enforceable in equity as well as at law or otherwise.

1 15. This Agreement shall inure to the benefit of, and
2 shall be binding upon, the parties and their respective heirs,
3 representatives, administrators, executors, successors and
4 assigns.

5 16. This Agreement shall be governed by and construed in
6 accordance with the laws of the State of California.

7 17. In the event that any portion of this Agreement shall
8 be determined to be invalid or unenforceable for any reason, the
9 remainder of this Agreement shall continue in full force and
10 effect.

11 18. In the event either party institutes a legal action or
12 arbitration to interpret or enforce the terms of this Agreement,
13 the prevailing party in such action or arbitration shall be
14 entitled to an award of costs and fees, including, but not
15 limited to, reasonable attorneys' fees, expert fees and court
16 costs. A party who incurs fees and costs in enforcing a
17 judgment or arbitration award shall be entitled to collect such
18 fees and costs from the party against whom the judgment is
19 entered, including all fees and costs for post-judgment or post
20 award collection activities. The parties specifically intend
21 for this provision to survive any judgment or award on this
22 Agreement and this Agreement shall not be merged with such
23 judgment or award.

24 19. No consent or waiver by any of the parties to any
25 breach or default by another party under this Agreement shall be
26 deemed or construed to be a consent or waiver to any other
27 breach or default under this Agreement, whether with respect to
28 the same obligation or any other obligation. Furthermore,

1 failure on the part of any of the parties to act, to complain or
2 to declare another party in default, irrespective of how long
3 such failure continues, shall not constitute a waiver by such
4 party of its rights hereunder. The giving of consent by any of
5 the parties in any one instance shall not limit or waive the
6 necessity to obtain such party's consent in any future
7 instances.

8 20. It is agreed by the parties that this Agreement has
9 been arrived at through negotiation and neither party is to be
10 deemed the party which prepared this Agreement for the purposes
11 of interpreting this Agreement, it being the intention of the
12 parties that a court resolve any ambiguities that may arise
13 under the terms hereof by added evidence of the intention of the
14 parties executing this Agreement.

15 21. Each party hereby agrees to do all further acts and to
16 make, execute and deliver all such additional written
17 instruments, as shall be reasonably required to carry out the
18 terms and provisions of this Agreement.

19 IN WITNESS WHEREOF, the parties have executed this
20 Agreement as of the respective dates set forth below.

21 DEVELOPER

22 Date: 12-18-95 BY Michael R Berube
23 MICHAEL BERUBE

24
25 DISTRICT

26 MONTEREY PENINSULA WATER
27 MANAGEMENT DISTRICT

28 Date: 12-13-95 BY Ray McLaughlin

EXHIBIT "A"

All that certain real property situate in the County of Monterey, State of California, being a portion of Lot 9 as shown on "Partition Map of the James Meadows Tract, in Carmel Valley, Monterey County, California, as surveyed by Lon G. Hare in 1905", said portion being particularly described as follows:

Beginning at the northwest corner of that certain 9.691 acre parcel of land described as Parcel 1 in deed from Roy Martin et ux to the County of Monterey, dated June 20, 1957 and recorded July 11, 1957 in Volume 1803 of Official Records of Monterey County at Page 65, said corner being a point on the southerly line of the Carmel Valley County Road as widened by deed from Roy Martin et ux to the County of Monterey, dated August 8, 1950 and recorded September 7, 1950 in Volume 1243 of Official Records of Monterey County at Page 407; thence along the westerly boundary of said 0.691 acre parcel, said boundary being the westerly line of Schulte Road.

(1) SOUTH, 1420.32 feet; thence

(2) Southerly along a tangent curve to the right with a radius of 138.3 feet, through a central angle of 46 degrees 18', for an arc distance of 111.76 feet, to the southeasterly boundary of that certain 49.23 acre parcel of land described in deed from J.A. Aggeler et al to Roy Martin dated November 5, 1909 and recorded November 9, 1909 in Volume 110 of Deeds at Page 420, Monterey County Records; thence leaving the boundary of said 0.691 acre parcel, following the northwesterly line of Schulte Road and boundary of said 49.23 acre parcel

(3) S. 56 degrees 32' W., 51.84 feet, to the most easterly corner of that certain 0.556 acre parcel of land described in deed from Roy Martin et ux to the County of Monterey, dated November 4, 1936 and recorded in Volume 501 of Official Records of Monterey County at Page 416; thence, leaving the boundary of said 49.23 acre parcel and following the boundary of said 0.556 acre parcel, still along the northwesterly line of Schulte Road

(4) S. 62 degrees 59' 20" W., 184.89 feet, to the most easterly corner of that parcel of land described in deed from Melvin L. Ataide et ux to Melvin L. Ataide et ux dated July 26, 1966 and recorded July 27, 1966 in Reel 471 of Official Records of Monterey County at Page 55; thence, leaving the boundary of said 0.556 acre parcel and northwesterly line of Schulte Road and running along the northeasterly boundary of said Ataide parcel.

(5) N., 25 degrees 45' W., 308.93 feet; thence

- 1 (6) N. 45 degrees 44' 10" W. (at 200.00 feet the northeasterly
2 corner of Parcel A, 4.095 acres, as shown on Record of
3 Survey Map filed May 27, 1958 in Volume 5 of Surveys at
4 Page 171, Monterey County Records and thence along the
5 northeasterly boundary thereof), a total distance of 628.95
6 feet, to the most northerly corner of said Parcel A, said
7 corner being the northeasterly corner of Parcel B, 17.442
8 acres, as shown on said Record of Survey Map; thence
- 9 (7) N. 52 degrees 05' 16" W., along the northeasterly boundary
10 of said Parcel B, 190.000 feet to the most southerly corner
11 of the 10.10 acre parcel of land shown on Records of Survey
12 Map filed January 29, 1959 in Volume 6 of Surveys at Page
13 1, Monterey County Records; thence, leaving the boundary of
14 said Parcel B
- 15 (8) NORTH, along the east boundary of said 10.10 acre parcel,
16 1105.44, to the southerly line of the Carmel Valley County
17 Road as widened by said deed from Martin to the County of
18 Monterey recorded in Volume 1243 of Official Records of
19 Monterey County at Page 407; thence following the southerly
20 line of said road as widened by said deed
- 21 (9) Easterly along a circular curve to the right with a radius
22 of 3970 feet (center of said curve bears S. 18 degrees 54'
23 26" W., from the terminus of the preceding course), through
24 a central angle of 2 degrees 26' 34", for an arc distance
25 of 169.26 feet; thence, tangentially
- 26 (10) S. 68 degrees 39' E., 327.19 feet; thence
- 27 (11) Easterly along a tangent circular curve to the left with a
28 radius of 2030 feet; through a central angle of 15 degrees
00' 17", for an arc distance of 531.62 feet, to the point
of beginning, containing an area of 31.0 acres, more or
less, and being a portion of said 49.23 acre parcel and a
portion of that certain 23.18 acre parcel of land described
in deed from Henry B. Schulte et ux to Roy Martin, dated
December 30, 1913 and recorded January 19, 1914 in Volume
132 of Deeds at Page 463, Monterey County Records.

Excepting therefrom:

CERTAIN real property situated in Lot 9 of James Meadow Tract,
County of Monterey, State of California, particularly described
as follows:

COMMENCING at the northwesterly corner of that certain 31.0 acre
parcel described in deed from Ann Elizabeth Grant and Royden A.
Martin to Scott C. Ramnden recorded 30 November 1970 in Reel 676
at Page 954, Official Records of Monterey County, California;
thence along the West boundary of said parcel

(a) South, 405.00 feet to the TRUE POINT OF BEGINNING;

thence leaving said boundary and running at right angle
therefrom

- 1 (1) East, 368.00 feet; thence along a line drawn parallel with
2 and easterly of said boundary
- 3 (2) South, 933.29 feet to a point on the southwesterly boundary
4 of said parcel; thence leaving said parallel line and
5 running along last said boundary
- 6 (3) N 45 degrees 44' 10" W., 164.91 feet; thence
- 7 (4) N 52 degrees 05' 16" W., 190.00 feet (described as Course
8 numbered seven (7) in said deed) to the southwesterly
9 corner of said parcel; thence along said west boundary
- 10 (5) North, 700.44 feet to THE TRUE POINT OF BEGINNING, and
11 being a portion of said 31.0 acre parcel.

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