

# Exhibit C

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**This Agreement**, made and entered into this 12th day of November,

192 6, by and between DEL MONTE PROPERTIES COMPANY, a California corporation, hereinafter des-

ignated Seller, and J. A. ZANETTA and KISSIAH C. ZANETTA, his wife, of

the City of Monterey, County of Monterey, State of California,

hereinafter designated Buyer,

*WITNESSETH:*

The Seller agrees to sell to the Buyer, upon the terms and conditions hereinafter set forth, all that certain real property situated in the County of Monterey, State of California, known and described as Lot seventeen (17), Block eleven (11)

as shown on that certain map entitled, "Monterey Peninsula Country Club Subdivision No. 1," filed for record in the office of the County Recorder of said County, in Vol. 3 of Cities and Towns, at Page 26, therein.

The Buyer agrees to purchase said real property upon the terms and conditions hereinafter set forth and to pay the Seller the sum of \$ 2000.00 , \$ 400.00

at the time of signing this contract, receipt whereof is hereby acknowledged, and \$ 180.00 on the first day of each and every June and December ~~per month on the first day of each and every month~~ hereafter beginning on the 1st day of

June, 19 27, until the full sum of \$ 2000.00 shall have been paid by the Buyer, together with interest on the unpaid portion thereof at the rate of 6% per annum, each payment as received to be applied first to the payment of interest due and the balance upon the unpaid portion of the purchase price. The Buyer agrees to make said payments to Seller at its office at the Hotel Del Monte, Del Monte, California, or at any other place requested in writing by the Seller. The Buyer has the privilege of paying the unpaid balance or any portion thereof on any installment date.

It is agreed by and between the Buyer and Seller, that the Buyer may have the immediate possession and enjoyment of the premises herein described, and in consideration thereof, shall pay all taxes and assessments that may hereafter be assessed, levied, or imposed against the said premises or any part thereof; and should the Buyer fail to pay such tax or assessment when the same shall become due and payable, then the Seller may pay the same and add the amount thereof to the unpaid purchase price and thereafter the same shall bear interest at the same rate, from such date of payment as said purchase price, and the same shall be payable to the Seller when the next installment of the purchase price is due as above provided, and shall also be likewise hereby secured and constituted a lien upon the said premises. Taxes for the current fiscal year shall be pro-rated.

It is understood and agreed that there has been incorporated under the laws of the State of California the Monterey Peninsula Country Club. The Seller shall cause to be issued to Buyer a temporary Class "A" membership card which shall entitle the Buyer to the use of all the club facilities, as and when constructed and installed, so long as the terms and conditions of this contract and the By-Laws of said Monterey Peninsula Country Club are being complied with by Buyer, and upon the full performance on the part of the Buyer of all the terms and conditions hereof and full compliance with the By-Laws of said Monterey Peninsula Country Club, the Seller shall cause to be delivered to Buyer a Class "A" membership certificate in said club, which shall constitute Buyer the owner of a proprietary interest in the properties of said club.

It is expressly understood and agreed by and between the parties hereto that this agreement is made, and said Buyer accepts the same, upon the following express conditions, restrictions and limitations, the main object of which conditions, restrictions and limitations is to prevent such use of the property hereinbefore described as might tend to diminish either the valuable or pleasurable enjoyment of other property within the "Monterey Peninsula Country Club Subdivision No. 1" area.

FIRST: That the Buyer shall not at any time conduct, or permit to be conducted, on said premises, any trade or business of any description, nor shall said premises be used or occupied for any other purposes whatever except solely and exclusively for the purpose of a private dwelling or residence without the consent in writing of the Seller.

SECOND: No residence, building, or other improvement shall be erected or maintained upon said premises until the plans and specifications therefor have first been submitted to and approved by the Seller in writing. In order to promote the harmonious development of the "Monterey Peninsula Country Club Subdivision No. 1," the style of architecture employed shall be similar to the type found in early California, Spain, Italy, Southern France, or Mexico.

THIRD: Any residence or other structure erected on said premises, if the road bordering the same be 50 feet or less in width, shall have a "set back" of not less than 20 feet; and if the road bordering the same be more than 50 feet in width the "set back" shall be not less than 15 feet; the "set back" of said residence or other structure as to any road shall be deemed to be the minimum distance between any portion of said residence or other structure and the nearest line of said road. No residence or other structure shall be built within ten feet of the back or side lines of said premises.

FOURTH: No living trees upon said premises shall be cut or removed therefrom without the written consent of the Seller, except such trees as shall interfere with the construction of a residence or other structure, the plans of which have previously been duly approved by Seller.

FIFTH: The Seller shall maintain and keep in repair a road leading from the premises herein described to the nearest public highway, and in consideration thereof, and for the purpose of enabling the Seller to maintain the roads in the Del Monte Forest (of which the premises herein described are a part), the Buyer, personally, and on behalf of his family, servants and employees, hereby waives the right of free ingress or egress to and from the premises herein described, and hereby agrees to pay to Seller on the first day of March of each and every year hereafter, the sum of Twenty-five (\$25.00) Dollars; provided, however, that during such time as Buyer is the owner of a Class "A" Membership Certificate in the Monterey Peninsula Country Club, said Club under a contract with Seller, shall deduct said sum of \$25.00 from the dues paid by Buyer as such Class "A" Member, and said sum shall be by said Club remitted to Seller and be accepted as payment of Buyer's obligation hereunder. Upon the receipt of said sum and for a period of one (1) year after the receipt thereof, the Buyer, his family, servants and employees, shall have the right to enter at will the Del Monte Forest and to the privilege of using all the roads of the Seller therein open and generally in use at the time of such use. Seller expressly reserves the right to change any of its roads or to abandon or close any or all of said roads which are not actually necessary for ingress or egress to and from the premises herein described to the nearest public highway. The Seller further reserves the right to refuse to further maintain and repair the road leading from the premises herein described to the nearest public highway, and in that event the Buyer shall have the right to use said road without making the above payment.

SIXTH: That the premises herein described shall not, nor shall any part thereof, nor any estate or interest therein, or any improvements thereto, at any time, be sold, conveyed, leased or transferred to, or permitted to be occupied or used by Asiatics, Negroes, or any person born in the Turkish Empire, nor any lineal descendant of such person, except that the persons of said races may be employed as household servants.



SEVENTH: The Seller hereby expressly reserves from said premises an easement in a strip of land 5 feet wide along the rear and side lines of said premises to erect poles thereon to support wires for the transmission of electricity for lighting and other purposes, and for the construction and maintenance of open culverts for the conveying of surface waters in an amount not to exceed one second foot of water, and to construct, operate and maintain pipe lines or conduits under the surface of said reservation for any lawful purpose whatsoever. No structure shall be built upon the property affected by said reservation of right-of-way and said property shall at all times be open to the Seller and any public service corporation which may require the use of said right-of-way.

EIGHTH: In the event of a breach of any of the conditions, restrictions or limitations herein contained, the failure on the part of the Buyer, for a period of thirty (30) days after personal service of a written notice of said breach, to commence and thereafter diligently proceed to remove, or put an end to, any erection, thing or condition that may be or exist in violation thereof, shall have the effect of terminating all rights of the Buyer hereunder, and the herein described property shall thereby and thereupon revert to and vest in the Seller.

It is especially agreed by and between the parties hereto that time, wherever mentioned herein, is of the essence of this agreement and that if the Buyer shall fail to pay any sum of money hereinbefore mentioned at the time agreed to be paid, then upon such failure to pay said sum, or at any time thereafter, the Seller shall, at its option, have the right to declare all rights of the Buyer hereunder terminated, and the Seller shall thereafter be under no further obligation to convey said premises, or any part thereof, to the Buyer and shall retain all moneys theretofore paid hereunder by the Buyer as rental and as compensation, for the use and enjoyment of said premises and the Buyer hereby waives all right to recover the same; or the Seller may at its option treat said contract as still continuing, whereupon all sum, or sums, herein agreed to be paid shall immediately become due and payable, whether the same be by the terms of this agreement then due or not, and the Seller may sue for and recover such sums by suit at law or in equity without any previous tender of deed, demand or notice.

Upon the punctual payment of the purchase money, interest and taxes as herein provided to be paid, and the strict and faithful performance of all covenants, conditions and restrictions herein contained and the surrender of this agreement, the Buyer, shall be entitled to a good and sufficient deed to the premises herein described free from money liens, and the Seller agrees to execute such deed upon demand of the Buyer, and the Buyer hereby agrees to execute such deed upon presentation and prior to the delivery of such deed by the Seller to the Buyer. Such deed shall be subject, nevertheless, to the covenants, conditions, restrictions and limitations hereinabove set forth and numbered from First to Eighth inclusive, and what shall be substantially incorporated in said deed and said deed shall include additional clauses substantially as follows:

NINTH: That the foregoing covenants and conditions shall be enforceable either by said DEL MONTE PROPERTIES COMPANY, or MONTEREY PENINSULA COUNTRY CLUB, their grantees and successors in interest, and all of such conditions shall run with the land and be incorporated in any and all deeds and agreements of sale made by said Buyer, and the grantee of said Buyer, in any deed or agreement of sale, shall also in such deed or agreement of sale, covenant and agree that all said conditions shall be incorporated in and be made a part of any contract, deed or transfer of such property made by said Buyer and by all subsequent owners and holders of said property, or any part thereof.

TENTH: That each and all of the aforesaid conditions shall be enforceable by injunction or by other form of action available to the parties aggrieved or to the Seller or its successors in interest, and in the event of any action or suit being brought and/or arising out of and/or for the enforcement of any of the conditions, restrictions, covenants, agreements and premises herein contained and/or forfeiture and the plaintiff shall recover in such action or suit, the defendant therein shall pay said plaintiff a reasonable attorney's fee in such action, which shall be taxed by the Court as part of the costs therein and no action brought or judgment rendered shall be construed as a merger of the whole nor as a bar to any action for succeeding breaches.

No assignment of this agreement, or transfer, or conveyance of said premises or any interest therein, prior to the execution and delivery of the deed, shall be valid except upon the written consent of the Seller first had and obtained.

It is further understood and agreed that whenever necessary the word "Buyer," as used in this agreement shall be deemed to include the feminine as well as the masculine gender, and the plural as

well as the singular number, and that all the conditions, restrictions, covenants, agreements and promises herein contained shall inure to and bind the heirs, executors, administrators, successors and assigns of the Seller, Monterey Peninsula Country Club and the Buyer.

When the Buyers become entitled to a deed pursuant to the terms of this agreement, such deed shall be issued in joint tenancy form, with right of survivorship. In the event of the death of either of the Buyers prior to the delivery of said deed, such deed shall be issued to and in the name of the survivor.

**In Witness Whereof**, the Del Monte Properties Company has caused these presents to be executed by and on its behalf by its Vice President and by its Secretary, and its corporate seal to be affixed, and the Buyer has hereunder set their hand and seal the day and year first above written.



DEL MONTE PROPERTIES COMPANY.

By William G. Locher  
Vice President

And J. Beaumont  
Secretary

Approved for execution

SS.

J. A. Zanetta (SEAL)

Kissiah C. Zanetta (SEAL)

NO. 851

CONTRACT

DEL MONTE PROPERTIES Co.

WITH

J. A. ZANETTA  
and  
KISSIAH C. ZANETTA

DEEDED

TO

Stella Stafford Mather

Date Mar. 30, 1932

Deed No. 708

Document No. 1681