

EXHIBIT C

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Chicago Title**

CKLUPE  
6/28/2007  
13:56:56

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Monterey County Resource Management Agency  
Housing and Redevelopment Office  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, California 93901

DOCUMENT: 2007051444



Titles: 1 / Pages: 26

Fees....  
Taxes...  
Other...  
AMT PAID

No fee for recording pursuant  
to Government Code Section 27383

AGREEMENT CONCERNING  
MAINTENANCE, REPAIR AND OPERATION  
OF  
DRAINAGE AND FLOOD CONTROL SYSTEMS  
AND  
REQUIRED PROVISIONS OF CC&RS

THIS AGREEMENT (this "Agreement") is entered into as of April 18, 2007, by and between EAST GARRISON PARTNERS I, LLC ("Developer"), the MONTEREY COUNTY WATER RESOURCES AGENCY ("Water Resources Agency") and THE COUNTY OF MONTEREY ("County") in satisfaction of certain Conditions of Approval ("COA" or "COAs") of the East Garrison Specific Plan, Tentative Map and Combined Development Permit for the East Garrison Project, former Fort Ord lands, Monterey County, approved by the County Board of Supervisors on October 4, 2005.

In satisfaction of the COAs referenced below in this Agreement, the Developer hereby agrees, for itself and its successors and assigns (collectively, "Property Owners"), and the Water Resources Agency and the County agree, for themselves and their successors and assigns, subject to the terms and conditions of this Agreement, as follows:

1. Property Subject to this Agreement. This Agreement shall be recorded against the approximately 233 acres of land within the East Garrison Project (the "Project") as legally described in Exhibit A hereto and incorporated herein by reference (the "Property"), subject to the following:
  - (a) Solely for purposes of billing costs to Property Owners under Section 2, below, this Agreement shall be effective initially only as to that portion of the Property described as East Garrison Phase One as shown on the Final Map for East Garrison Phase One recorded concurrently with the recordation of this Agreement in the Official Records of the Monterey County Recorder (the "Phase One Final Map"), and thereafter only as to each portion of the Property shown on one or

more subsequently recorded Final Maps for East Garrison Phase Two and East Garrison Phase Three.

- (b) The requirements for Conditions, Covenants and Restrictions ("CC&Rs") under Section 4, below, shall initially apply to that portion of the Property described as East Garrison Phase One on the Phase One Final Map, and thereafter, shall apply by annexation or separately recorded CC&Rs, as may be applicable, to that portion of the Property shown on one or more subsequently recorded Final Maps for East Garrison Phase Two and East Garrison Phase Three.

2. Drainage and Flood Control System Agreement. If a homeowners association or Community Services District fails to properly maintain, repair or operate the drainage and flood control facilities in the Project as required by the Urban Services Agreement between the County and East Garrison Community Services District entered into as of July 18, 2006, and consistent with the Operation and Maintenance Plan for East Garrison (OMP), the Water Resources Agency, after notice and hearing as provided below, shall be granted the right by the Property Owners to enter any and all portions of the Property to perform repairs, maintenance and improvements necessary to properly operate the drainage and flood control facilities in the Project (the "work"). In emergency situations, the Water Resources Agency may enter upon the Property and perform the work after an expedited notice and hearing, which notice shall be given to the defaulting homeowners association no less than three (3) business days before the hearing and the work may commence immediately following the hearing. In non-emergency situations, the Water Resources Agency may enter upon the Property and perform the work upon giving thirty (30) days advance written notice to the defaulting homeowners association. The notice shall inform the defaulting homeowners association of the affected Property Owner's right to a hearing before the Board of Supervisors regarding the necessity of the work and the estimated costs of the work. The hearing shall be held not less than five (5) days before the Water Resources Agency begins the work. The Property Owners may participate in the hearing orally or in writing. Upon completion of the work, the County shall advise the Property Owners, in writing, of the actual costs of that work. The Property Owners shall have the right to contest the costs of the work at a noticed public hearing before the Board of Supervisors. Thereafter, the County, on behalf of the Water Resources Agency, shall have the right to collect the costs for said work from the Property Owners upon their property tax bills.

3. Developer's Annual Report Obligation. Until such time as all residential units for the Project are constructed, an Annual Report shall be submitted by December 14 of each year, which shall include the following information: (a) the total number of housing units started; (b) the total number of housing units with occupancy approved by the County; (c) the total number of newly constructed units sold to individuals; (d) the number and type of units started; (e) the number and type of units built; (f) the number and type of units sold; (g) the number of existing jobs within the Project; (h) the number of projected jobs within the Project; and (i) details concerning new commercial construction. In addition, the Annual Report shall indicate whether the

residential units were served by water from the FORA allocation. The Annual Report shall be delivered to the County Planning and Building Inspection Department, TAMC and FORA. The Annual Report shall be prepared by the Developer, or if the Developer is no longer associated with the Project prior to the time all residential units are constructed, the Annual Report shall be prepared by the existing Master Association and any developers with title to any portion of property within the Project pursuant to an Assignment and Assumption Agreement approved by the Monterey County Redevelopment Agency.

4. CC&Rs. Prior to and as a condition precedent to the sale or transfer by the Developer of any portion of East Garrison Phase One (as referenced in Section 1, above), the Developer shall record CC&Rs which have been previously submitted to, reviewed and approved by, the Water Resources Agency and County, as applicable, against the real property to be transferred ("initially encumbered property"). After recordation of the CC&Rs against the initially encumbered property, prior to and as a condition precedent to the transfer of any other portion of the Property, including the remainder of East Garrison Phase One and all of East Garrison Phase Two and East Garrison Phase Three, such CC&Rs shall be made to encumber any real property to be transferred by recording one or more annexation documents called a "Notice of Addition" prior to the transfer of such real property. The CC&Rs shall be approved, as required, by the California Department of Real Estate ("DRE") and shall include, among other provisions, the following provisions in compliance with the COAs listed below, which are contained in Article 17 of the CC&Rs.

- (a) COA # 97: the formation of a homeowners association for the maintenance of roads, drainage facilities and open space not assumed by the Community Services District, consistent with the provisions of the Urban Services Agreement (referenced in COA # 199) and the OMP (referenced in COAs # 196 and 200) and providing for the yearly reports required in said COA # 97.

**17.1 MAINTENANCE OBLIGATIONS/FORMATION OF MASTER ASSOCIATION OR COMMUNITY SERVICE DISTRICT.** Declarant shall form the Master Association described in this Master Declaration. The Master Association or a Community Service District shall each have those certain responsibilities for maintenance of the roads, drainage facilities and open spaces in the Master Community that are assigned to them pursuant to the Urban Services Agreement entered into by the County and the East Garrison Community Services District ("**EGCSD**") on July 18, 2006 and the Operation and Maintenance Plan for East Garrison ("**OMP**"). It is initially planned that the EGCSD will maintain most of these improvements. The Master Association shall be obligated to maintain all of the roads, drainage facilities and open spaces that are not being maintained by the EGCSD as a Common Expense of the Master Association in a manner consistent with the Urban Services Agreement and the OMP for East Garrison. If the EGCSD is unable to maintain the improvements that are its responsibility or refuses to maintain such improvements due to lack of sufficient funds caused by a vote of the property owners not to fund the EGCSD, a vote to cut funding to the EGCSD or a vote to

change the maintenance responsibilities of the EGCS D, the Master Association shall be obligated to take over all of the maintenance obligations not being performed by the EGCS D upon the request of the County and the costs of such maintenance shall be a Common Expense of the Master Association without any further vote or approval by the Owners.

**17.2 DRAINAGE AND FLOOD CONTROL FACILITY REQUIREMENTS.**

The Master Association shall retain a registered licensed civil engineer to monitor the impacts of drainage and maintenance of drainage facilities within the Master Community and to prepare an annual report, to be provided no later than August 1 of each year, to the Monterey County Water Resources Agency ("MCWRA") concerning the foregoing. The costs of the foregoing shall be a Common Expense of the Master Association. The annual report shall be approved by the MCWRA. If the Master Association or the EGCS D, after notice and hearing before the MCWRA pursuant to the procedures set forth below, fails to properly maintain, repair or operate the drainage and flood control facilities in the Master Community, Declarant, each Neighborhood Builder, the Master Association and each Owner hereby grant the MCWRA the right to enter any and all portions of the Master Community to properly perform repairs, maintenance or improvements necessary to properly operate the drainage and flood control facilities in the Master Community. The MCWRA shall have the right to collect the cost for said repairs, maintenance or improvements from the Master Association and the Owners on their property tax bills. A hearing shall be provided by the Board of Supervisors as to the appropriateness of the cost. The notice and hearing procedures under this Section shall be as follows: (a) in emergency situations, the Water Resources Agency may enter upon the Property and perform the work after an expedited notice and hearing, which notice shall be given to the Master Association no less than three (3) business days before the hearing and the work may commence immediately following the hearing; and (b) in non-emergency situations, the Water Resources Agency may enter upon the Property and perform the work upon giving thirty (30) days advance written notice to the Master Association, on behalf of any defaulting Owner or itself (collectively, "Defaulting Party"). The notice shall inform the Defaulting Party of its right to a hearing before the Board of Supervisors regarding the necessity of the work and the estimated costs of the work. The hearing shall be held not less than five (5) days before the Water Resources Agency begins the work. The Defaulting Party may participate in the hearing orally or in writing.

(b) COA # 103: inclusion (with a copy to MCWD for approval) of the water conservation language required by said COA # 103.

**17.3 WATER CONSERVATION.** Each Lot and Condominium is subject to the requirements of Monterey County Ordinance No. 3932: "All new construction [shall] incorporate the use of low water use plumbing fixtures including, where applicable, hot water recirculation systems; the front yards of all homes shall be landscaped at the time of construction; low water use or drought tolerant plants shall be used together with water efficient irrigation systems; leak repair is the property



owner's responsibility; vehicle and building washing shall use hoses equipped with shutoff nozzles; no potable water to be used for sidewalk washing; no water spillage into streets, curbs, and gutters; no emptying or refilling of swimming pools except for structural repairs or if required for public health regulations; no fountains unless water is recycled within the fountain."

(c) COA # 126: the annual report required by the homeowners association if the Developer is no longer associated with the Project, to be submitted to the County Planning and Building Department, TAMC and FOR A, and containing the information required by said COA # 126.

**17.4 ANNUAL REPORT TO COUNTY.** When Declarant is no longer associated with the Master Community, the Master Association shall submit an annual report by December 14 of each year to the County Planning and Building Inspection Department, TAMC and FORA, until all residential units in the Master Community are constructed, which shall contain the following information concerning the current year: (i) the number of housing units with occupancy approved by the County; (ii) the number of newly constructed housing units sold to individuals; (iii) the type of units started, built and sold; (iv) the number of existing and projected jobs; (v) details concerning any new commercial construction; and (vi) whether the residential units were served by water from the FORA allocation. The Neighborhood Builders shall cooperate with the Master Association to provide the details needed to prepare the foregoing report.

(d) COA # 139: inclusion of the note required to be on the Final Map(s) and in the CC&Rs, as set forth in said COA # 139.

**17.5 DESIGN APPROVAL.** Declarant hereby advises Owners, the Master Association and Neighborhood Builders of the following design review requirements of the County: "Initial buildout of the project will involve design approval by a Board that includes the Pattern Book designers to ensure that the community is built as envisioned and to help interpret intent. The County's responsibility in the design process is to check for conformance with the Pattern Book. All building permits must be consistent with the Pattern Book. Any exterior changes to materials, additions, or reconstruction of 'contributing structures' [in the Historic District in East Garrison Phase Three] shall be subject to review by the Historic Resources Review Board prior to issuance of any demolition or building permits. After each parcel has been built on, all subsequent construction will be subject to the County's Design Approval process in place at that time."

(e) COA # 151: inclusion of the note regarding an Avigation Easement required to be on the Final Map(s) and included in the CC&Rs as set forth in said COA # 151.

**17.6 AVIGATION EASEMENT.** The Master Community is subject to an avigation easement in favor of the Marina Municipal Airport, which is set forth in a separate recorded instrument for each phase of the Master Community. Owners and

the Master Association agree to be bound by the avigation easement, which will also be recorded in each grant deed to a Lot, Condominium and Master Common Area. Owners and residents further understand and accept that they may experience noise and vibrations from the overflight of aircraft using the avigation easement.

- (f) COAs # 178 and 179: provisions restricting the parking of recreational vehicles, together with a deed restriction, as required in said COAs # 178 and 179.

**17.7 RECREATIONAL VEHICLE PARKING.** Recreational vehicles shall not be parked within the Master Community or elsewhere in the East Garrison Specific Plan area, except in designated recreational vehicle parking areas that have been approved by the Salinas Rural Fire District. Recreational vehicles are defined to include, but not be limited to travel trailers, motor homes, boats and any trailers used for transporting other recreational vehicles. There are currently no designated recreational vehicle parking areas within the boundaries of the phase 1 final map for the East Garrison Specific Plan area. Declarant may designate recreational vehicle parking areas in the boundaries of the phase 2 final map or phase 3 final map in a Supplemental Master Declaration after receiving approval from the Salinas Rural Fire District.

5. The language set forth in Paragraph 4, above, shall be included in the CC&Rs for the Master Association. In addition, the language set forth in Sections 17.3, 17.5, 17.6 and 17.7 of Paragraph 4, above, shall be included in each and every other set of CC&Rs governing any portion of the Property. The Governing Documents for any Homeowner Association or Master Association, including such CC&Rs, shall be submitted for review and approval by the MCWRA and County prior to the submission of any Assignment and Assumption Agreement for the sale or transfer of any portion of the Property, and shall be recorded prior to the sale or transfer of any portion of the Property. Developer shall not close any escrow for the sale or transfer of any portion of the Property before the Agency and County have approved them for compliance with this Agreement and the Conditions of Approval.
6. The Governing Documents reviewed and approved by the Agency and County pursuant to Paragraph 5 shall be recorded prior to any sale of any portion of the Property by Developer.

APPROVED AND EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

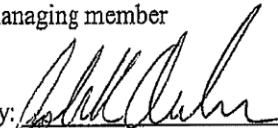
[Signatures on following pages]

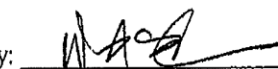
**DEVELOPER:**

**EAST GARRISON PARTNERS I, LLC,**  
a California limited liability company

By: Woodman Development Company, LLC,  
a California limited liability company,  
as a member

By: Woodman Development  
Company, Inc., a California  
corporation, as its  
managing member

By:  - John Anderson  
Its: PRESIDENT

By:  - William Silva  
Its: Teammer

By: Lyon East Garrison Company I, LLC,  
a California limited liability company,  
as a member

By: William Lyon Homes, Inc.,  
a California corporation,  
as its managing member

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

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

**DEVELOPER:**

**EAST GARRISON PARTNERS I, LLC,**  
a California limited liability company

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as a member


By: Woodman Development  
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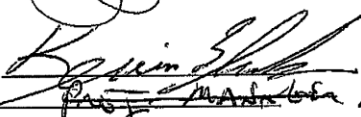
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: Lyon East Garrison Company I, LLC,  
a California limited liability company,  
as a member

By: William Lyon Homes, Inc.,  
a California corporation,  
as its managing member

By:  Gregory Mix  
Its: ~~VICE PRESIDENT~~

By:   
Its: ~~ASST. SECRETARY~~ KEVIN Ebrahimi  
ASST. SECRETARY

**WATER RESOURCES AGENCY:**

Monterey County Water Resources Agency

By: Dave Pottle

Its: 6/28/07

APPROVED AS TO FORM  
*[Signature]*  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY

**COUNTY:**

COUNTY OF MONTEREY

By: Dave Pottle

Its: 6/28/07

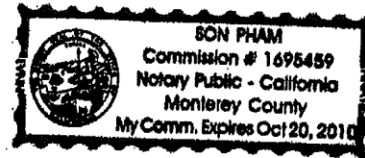
APPROVED AS TO FORM  
*Kay Resman 6/28/07*  
DEPUTY COUNTY COUNSEL  
COUNTY OF MONTEREY  
*[Signature]*

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On MAY 23<sup>RD</sup>, 2007, before me, SON PHAM, personally  
appeared JOHN K. ANDERSON & WILLIAM A. SILVA, 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.

Signature \_\_\_\_\_



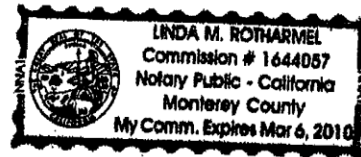
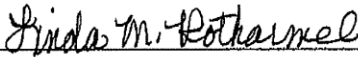
\* \* \* \* \*

STATE OF CALIFORNIA )  
COUNTY OF Monterey )

On June 28, 2007, before me, Linda M. Rotharmel, personally  
appeared DAVE POTTER, 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.

Signature \_\_\_\_\_



STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA )

On May 30, 2007 before me, Diana Clavet, Notary Public, personally  
appeared Gregory N. Mix and Kevin Zorrami, 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.

Signature Diana Clavet



\* \* \* \* \*

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

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

Signature \_\_\_\_\_

DECEMBER 27, 2006  
JOB NO.: 1208-00

LEGAL DESCRIPTION  
BEING A PORTION OF THE EAST GARRISON  
OF FORT ORD MILITARY RESERVATION  
MONTEREY COUNTY PROPERTY  
MONTEREY COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN MONTEREY CITY LANDS TRACT NO. 1, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 26, 2000, IN VOLUME 23 OF SURVEYS AT PAGE 104, IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF SAID PARCEL 1, SAID POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "(SOUTH 57°53'16" EAST) (1,442.38 FEET)" ON SAID RECORD OF SURVEY, SAID POINT OF BEGINNING HEREINAFTER REFERRED TO AS POINT 'A';

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERN LINE AND SOUTHEASTERN LINE OF SAID PARCEL 1, THE FOLLOWING NINE (9) COURSES:

- 1) NORTH 86°10'27" EAST 647.59 FEET,
- 2) SOUTH 50°06'58" EAST 317.97 FEET,
- 3) SOUTH 74°46'08" EAST 287.64 FEET,
- 4) SOUTH 58°35'42" EAST 324.17 FEET,
- 5) SOUTH 40°05'11" EAST 697.82 FEET,
- 6) SOUTH 27°33'51" EAST 478.75 FEET,
- 7) SOUTH 09°43'24" EAST 277.22 FEET,
- 8) SOUTH 38°47'16" WEST 464.82 FEET, AND
- 9) SOUTH 36°27'16" WEST 553.37 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 73°06'22" WEST 50.77 FEET;

THENCE, NORTH 08°15'34" EAST 62.65 FEET;

THENCE, NORTH 05°27'17" WEST 95.25 FEET;

THENCE, ALONG THE ARC OF A TANGENT 114.71 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73°08'32", AN ARC DISTANCE OF 146.44 FEET;



THENCE, NORTH 78°35'49" WEST 632.93 FEET;

THENCE, SOUTH 86°19'16" WEST 521.61 FEET;

THENCE, ALONG THE ARC OF A TANGENT 150.11 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69°35'53", AN ARC DISTANCE OF 182.34 FEET;

THENCE, NORTH 24°04'51" WEST 75.22 FEET TO A POINT ON THE WESTERN LINE OF PARCEL 17, AS SAID PARCEL 17 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED JANUARY 31, 1997, IN VOLUME 20 OF SURVEY MAPS AT PAGE 110, IN SAID OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY;

THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF NON-TANGENT 230.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 55°04'55" EAST, THROUGH A CENTRAL ANGLE OF 11°03'05", AN ARC DISTANCE OF 44.36 FEET,
- 2) NORTH 45°58'10" EAST 276.86 FEET, AND
- 3) ALONG THE ARC OF A TANGENT 970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°32'15", AN ARC DISTANCE OF 9.10 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL 11, AS SAID PARCEL 11 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110), SAID POINT HEREINAFTER REFERRED TO AS POINT 'B';

THENCE, ALONG SAID SOUTHERN LINE AND WESTERN AND NORTHERN LINES OF SAID PARCEL 11 (20 SURVEYS 110) THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) NORTH 47°43'00" WEST 58.68 FEET,
- 2) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE 38°38'00", AN ARC DISTANCE OF 30.34 FEET,
- 3) ALONG THE ARC OF A COMPOUND 570.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°39'00" WEST, THROUGH A CENTRAL ANGLE OF 14°16'00", AN ARC DISTANCE OF 141.93 FEET,

- 4) ALONG THE ARC OF A REVERSE 580.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $10^{\circ}37'00''$  WEST, THROUGH A CENTRAL ANGLE OF  $19^{\circ}59'30''$ , AN ARC DISTANCE OF 202.37 FEET,
- 5) ALONG THE ARC OF A REVERSE 1,220.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH  $09^{\circ}22'30''$  WEST, THROUGH A CENTRAL ANGLE OF  $03^{\circ}42'40''$ , AN ARC DISTANCE OF 79.02 FEET,
- 6) NORTH  $84^{\circ}20'10''$  WEST 842.92 FEET,
- 7) ALONG THE ARC A TANGENT 1,970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $08^{\circ}42'50''$ , AN ARC DISTANCE OF 299.61 FEET,
- 8) SOUTH  $86^{\circ}57'00''$  WEST 212.93 FEET,
- 9) ALONG THE ARC OF A TANGENT 355.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $29^{\circ}19'10''$ , AN ARC DISTANCE OF 181.66 FEET,
- 10) NORTH  $63^{\circ}43'50''$  WEST 166.36 FEET,
- 11) ALONG THE ARC OF A TANGENT 320.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $44^{\circ}56'30''$ , AN ARC DISTANCE OF 251.00 FEET,
- 12) ALONG THE ARC OF A REVERSE 1,030.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $18^{\circ}40'20''$  WEST, THROUGH A CENTRAL ANGLE OF  $06^{\circ}03'10''$ , AN ARC DISTANCE OF 108.81 FEET,
- 13) SOUTH  $77^{\circ}22'50''$  WEST 292.82 FEET,
- 14) ALONG THE ARC OF A TANGENT 370.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $09^{\circ}50'40''$ , AN ARC DISTANCE OF 63.57 FEET,
- 15) ALONG THE ARC OF A REVERSE 445.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $22^{\circ}27'50''$  WEST, THROUGH A CENTRAL ANGLE OF  $33^{\circ}08'00''$ , AN ARC DISTANCE OF 257.34 FEET,
- 16) NORTH  $10^{\circ}40'10''$  EAST 60.00 FEET, AND

- 17) ALONG THE ARC OF A NON-TANGENT 385.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $10^{\circ}40'10''$  EAST, THROUGH A CENTRAL ANGLE OF  $13^{\circ}57'59''$ , AN ARC DISTANCE OF 93.85 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL 12, AS SAID PARCEL 12 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110);

THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH  $05^{\circ}46'10''$  WEST 243.25 FEET,
- 2) ALONG THE ARC OF A TANGENT 530.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $06^{\circ}12'50''$ , AN ARC DISTANCE OF 57.48 FEET,
- 3) NORTH  $00^{\circ}26'40''$  EAST 123.80 FEET,
- 4) ALONG THE ARC OF A TANGENT 5,030.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $00^{\circ}40'40''$ , AN ARC DISTANCE OF 59.50 FEET,
- 5) NORTH  $01^{\circ}07'20''$  EAST 371.18 FEET,
- 6) ALONG THE ARC OF A TANGENT 90.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $53^{\circ}27'20''$ , AN ARC DISTANCE OF 83.97 FEET,
- 7) NORTH  $52^{\circ}20'00''$  WEST 57.65 FEET,
- 8) ALONG THE ARC OF A TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $82^{\circ}47'00''$ , AN ARC DISTANCE OF 202.28 FEET,
- 9) NORTH  $30^{\circ}27'00''$  EAST 134.37 FEET,
- 10) ALONG THE ARC OF A TANGENT 170.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $89^{\circ}07'10''$ , AN ARC DISTANCE OF 264.42 FEET, AND
- 11) NORTH  $58^{\circ}40'10''$  WEST 70.02 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL 10, AS SAID PARCEL 10 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110);

THENCE, ALONG SAID SOUTHERN LINE, NORTH  $85^{\circ}01'10''$  WEST 480.17 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 32°14'23" EAST  
1,642.75 FEET TO A POINT ON THE SOUTHWESTERN LINE OF PARCEL 2 AS SAID  
PARCEL 2 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS  
110);

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 32°14'08" EAST  
130.00 FEET TO A POINT ON NORTHEASTERN LINE OF PARCEL 1  
(23 SURVEYS 104);

THENCE, ALONG SAID NORTHEASTERN LINE, THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 57°45'52" EAST 40.03 FEET,
- 2) NORTH 00°40'37" WEST 73.68 FEET,
- 3) SOUTH 56°04'56" EAST 225.68 FEET,
- 4) SOUTH 36°20'16" EAST 39.45 FEET,
- 5) SOUTH 57°36'50" EAST 1,135.76 FEET,
- 6) SOUTH 21°35'29" WEST 41.64 FEET, AND
- 7) SOUTH 57°53'16" EAST 1,442.38 FEET TO SAID POINT OF  
BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCELS A, B, C, AND D:

PARCEL A

COMMENCING AT THE HEREINABOVE REFERRED TO AS POINT 'A';

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID NORTHEASTERN LINE,  
SOUTH 45°12'50" WEST 241.22 FEET TO THE POINT OF BEGINNING FOR THIS  
DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 08°41'30" WEST 22.31 FEET;

THENCE, ALONG THE ARC OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE  
RIGHT, THROUGH CENTRAL ANGLE OF 31°18'34", AN ARC DISTANCE OF 109.29  
FEET;

THENCE, SOUTH 40°00'04" WEST 24.71 FEET;

THENCE, NORTH 49°59'56" WEST 20.73 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,226.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°43'30", AN ARC DISTANCE OF 186.70 FEET;

THENCE, NORTH 14°25'57" WEST 10.09 FEET;

THENCE, NORTH 29°46'44" EAST 101.95 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 1,335.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 30°51'06" WEST, THROUGH A CENTRAL ANGLE OF 03°06'05", AN ARC DISTANCE OF 72.26 FEET;

THENCE, SOUTH 56°02'49" EAST 54.59 FEET;

THENCE, SOUTH 81°18'30" EAST 77.70 FEET TO SAID POINT OF BEGINNING.

PARCEL B

COMMENCING AT THE HEREINABOVE REFERRED TO AS POINT 'A';

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID NORTHEASTERN LINE, SOUTH 63°20'23" EAST 1,143.48 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 49°59'56" EAST 535.80 FEET;

THENCE, SOUTH 40°00'04" WEST 63.58 FEET;

THENCE, NORTH 49°59'56" WEST 535.80 FEET;

THENCE, NORTH 40°00'04" EAST 63.58 FEET TO SAID POINT OF BEGINNING.

PARCEL C

COMMENCING AT THE HEREINABOVE REFERRED TO AS POINT 'A';

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID NORTHEASTERN LINE, SOUTH 62°28'30" EAST 602.99 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 49°59'56" EAST 1,248.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 12.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET;

THENCE, SOUTH 40°00'04" WEST 54.19 FEET;

THENCE, ALONG THE ARC OF A TANGENT 12.00 FOOT RADIUS CURVE TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 18.85 FEET;

THENCE, NORTH 49°59'56" WEST 916.89 FEET;

THENCE, SOUTH 40°00'04" WEST 10.00 FEET;

THENCE, NORTH 49°59'56" WEST 362.00 FEET;

THENCE, NORTH 40°00'04" EAST 67.83 FEET;

THENCE, ALONG THE ARC OF A TANGENT 14.00 FOOT RADIUS CURVE TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF 89°54'39", AN ARC DISTANCE OF 21.97 FEET;

THENCE, SOUTH 50°05'17" EAST 16.03 FEET;

THENCE, NORTH 39°55'25" EAST 6.34 FEET TO SAID POINT OF BEGINNING.

PARCEL D

BEGINNING AT THE HEREINABOVE REFERRED TO AS POINT 'B' ;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN LINE OF PARCEL  
11 (20 SURVEYS 110), THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 47°43'00" WEST 58.68 FEET,
- 2) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE  
LEFT, THROUGH A CENTRAL ANGLE OF 38°38'00", AN ARC DISTANCE  
OF 30.34 FEET,
- 3) ALONG THE ARC OF A COMPOUND 570.00 FOOT RADIUS CURVE TO THE  
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH  
03°39'00" WEST, THROUGH A CENTRAL ANGLE OF 14°16'00", AN ARC  
DISTANCE OF 141.93 FEET,
- 4) ALONG THE ARC OF A REVERSE 580.00 FOOT RADIUS CURVE TO THE  
RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  
10°37'00" WEST, THROUGH A CENTRAL ANGLE OF 19°59'30", AN ARC  
DISTANCE OF 202.37 FEET,
- 5) ALONG THE ARC OF A REVERSE 1,220.00 FOOT RADIUS CURVE TO THE  
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH  
09°22'30" WEST, THROUGH A CENTRAL ANGLE OF 03°42'40", AN ARC  
DISTANCE OF 79.02 FEET, AND
- 6) NORTH 84°20'10" WEST 1.37 FEET;

LEGAL DESCRIPTION  
PAGE 8 OF 9

DECEMBER 27, 2006  
JOB NO.: 1208-00

THENCE, LEAVING SAID SOUTHERN LINE, ALONG THE ARC OF A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 78°35'18" WEST, THROUGH A CENTRAL ANGLE OF 20°55'20", AN ARC DISTANCE OF 120.50 FEET;

THENCE, NORTH 09°30'38" WEST 82.94 FEET;

THENCE, NORTH 80°29'22" EAST 73.00 FEET;

THENCE, SOUTH 09°30'38" EAST 7.00 FEET;

THENCE, NORTH 80°29'22" EAST 20.00 FEET;

THENCE, NORTH 09°30'38" WEST 47.24 FEET;

THENCE, ALONG THE ARC OF A TANGENT 515.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°27'10", AN ARC DISTANCE OF 49.01 FEET,

THENCE, SOUTH 83°28'28" EAST 281.94 FEET;

THENCE, SOUTH 06°31'32" WEST 117.43 FEET;

THENCE, SOUTH 50°09'38" EAST 127.09 FEET;

THENCE, NORTH 40°00'04" EAST 395.08 FEET;

THENCE, NORTH 19°59'56" WEST 107.54 FEET;

THENCE, NORTH 40°00'04" EAST 158.64 FEET;

THENCE, SOUTH 49°59'56" EAST 520.09 FEET;

THENCE, SOUTH 40°00'04" WEST 209.12 FEET;

THENCE, NORTH 49°59'56" WEST 100.00 FEET;

THENCE, SOUTH 40°00'04" WEST 463.44 FEET;

LEGAL DESCRIPTION  
PAGE 9 OF 9

DECEMBER 27, 2006  
JOB NO.: 1208-00

THENCE, NORTH 47°43'00" WEST 199.22 FEET TO SAID POINT OF BEGINNING.

TOGETHER THEREWITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING ALL OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE MONTEREY COUNTY REDEVELOPMENT AGENCY IN THAT CERTAIN QUITCLAIM DEED, RECORDED JUNE 30, 2006, AS SERIES NO. 2006-58682 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY.

CONTAINING A TOTAL OF 232.96 ACRES MORE OR LESS.

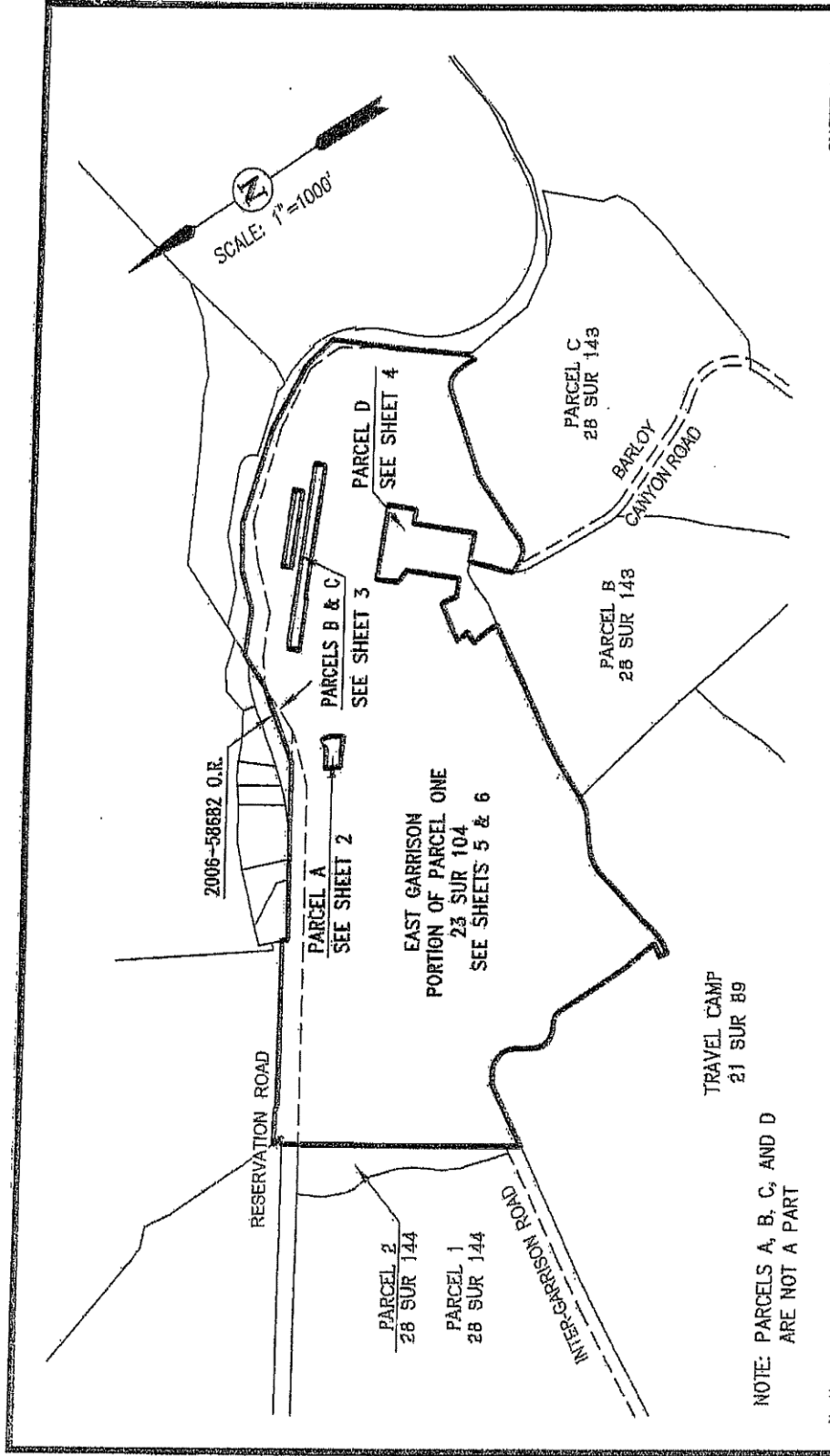
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Christopher S. Harmison  
CHRISTOPHER S. HARMISON, P.L.S.  
L.S. NO. 7176  
EXPIRES: DECEMBER 31, 2007





SHEET 1 OF 6

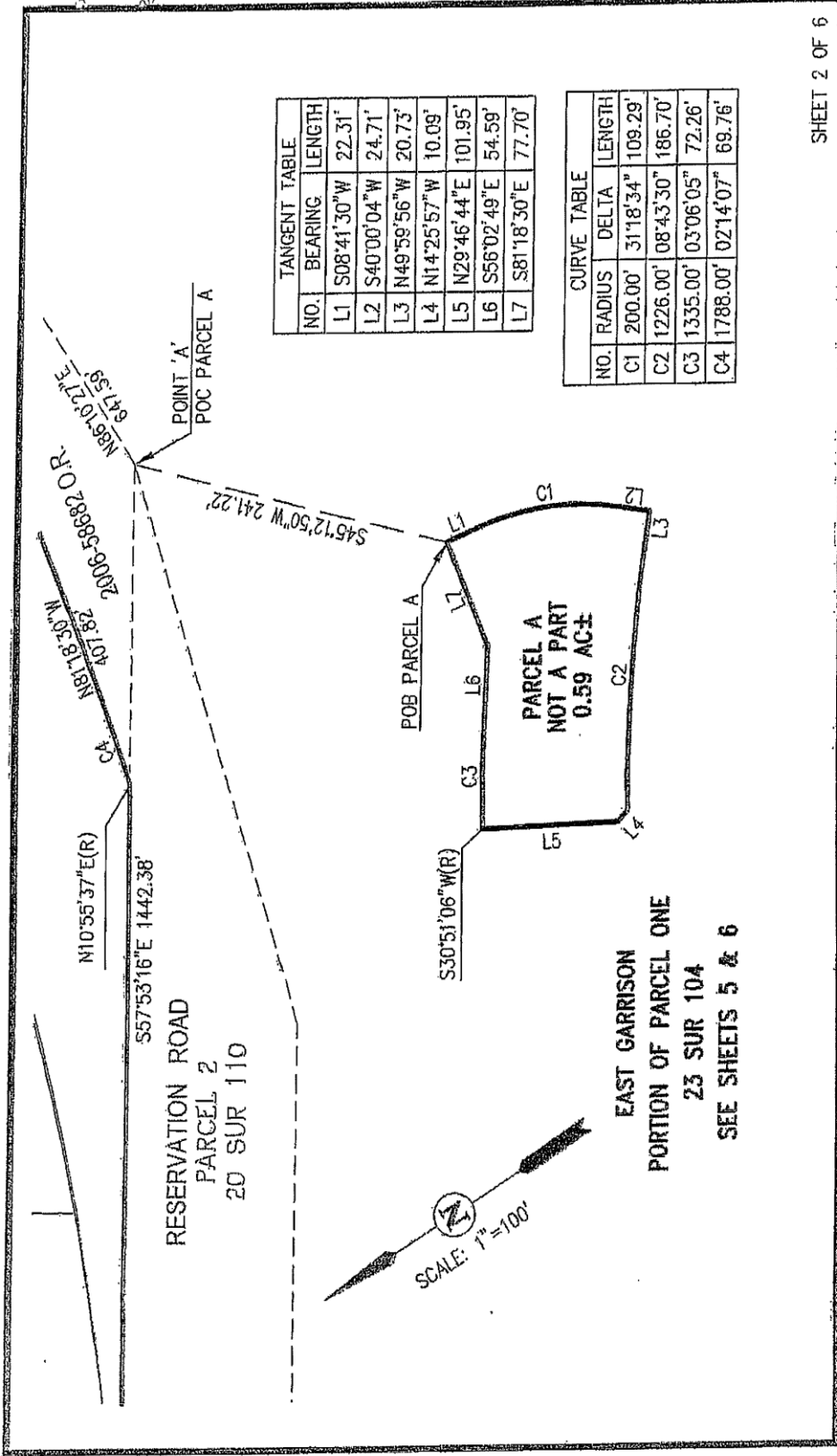
**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
PORTION OF PARCEL ONE (23 SUR 104)  
EAST GARRISON  
MONTEREY COUNTY, CALIFORNIA  
DECEMBER 2006**

**Carlson, Barbee, & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 6111 BOLLINGER CANYON ROAD, SUITE 150 SAN RAMON, CALIFORNIA 94583  
 TELEPHONE: (925) 866-0322 FAX: (925) 866-8575

NOTE: PARCELS A, B, C, AND D  
ARE NOT A PART

JOB NO. 1208-00

G:\1208\ACAD\PLAT\PLAT-02-EC.DWG



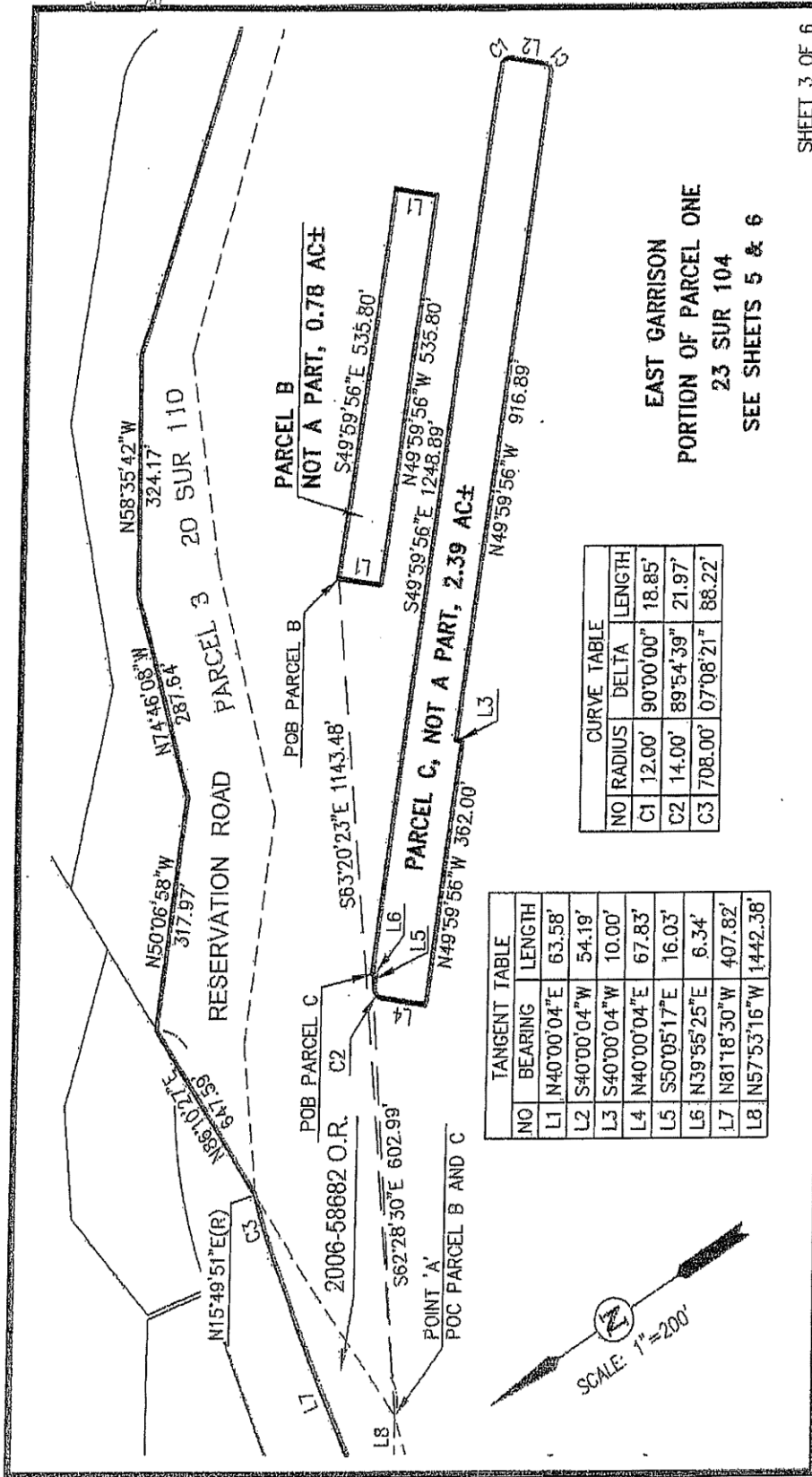
| TANGENT TABLE |             |         |
|---------------|-------------|---------|
| NO.           | BEARING     | LENGTH  |
| L1            | S08°41'30"W | 22.31'  |
| L2            | S40°00'04"W | 24.71'  |
| L3            | N49°59'56"W | 20.73'  |
| L4            | N14°25'57"W | 10.09'  |
| L5            | N29°46'44"E | 101.95' |
| L6            | S56°02'49"E | 54.59'  |
| L7            | S81°18'30"E | 77.70'  |

| CURVE TABLE |          |           |         |
|-------------|----------|-----------|---------|
| NO.         | RADIUS   | DELTA     | LENGTH  |
| C1          | 200.00'  | 31°18'34" | 109.29' |
| C2          | 1226.00' | 08°43'30" | 186.70' |
| C3          | 1335.00' | 03°06'05" | 72.26'  |
| C4          | 1788.00' | 02°14'07" | 69.76'  |

SHEET 2 OF 6

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**PORTION OF PARCEL ONE (23 SUR 104)**  
**EAST GARRISON**  
**MONTEREY COUNTY, CALIFORNIA**  
 DECEMBER 2006

**Carlson, Barbee, & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
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CURVE TABLE

| NO | RADIUS  | DELTA     | LENGTH |
|----|---------|-----------|--------|
| C1 | 12.00'  | 90°00'00" | 18.85' |
| C2 | 14.00'  | 89°54'39" | 21.97' |
| C3 | 708.00' | 07°06'21" | 88.22' |

TANGENT TABLE

| NO | BEARING     | LENGTH   |
|----|-------------|----------|
| L1 | N40°00'04"E | 63.58'   |
| L2 | S40°00'04"W | 54.19'   |
| L3 | S40°00'04"W | 10.00'   |
| L4 | N40°00'04"E | 67.83'   |
| L5 | S50°05'17"E | 16.03'   |
| L6 | N39°55'25"E | 6.34'    |
| L7 | N81°18'30"W | 407.82'  |
| L8 | N57°53'16"W | 1442.38' |

EAST GARRISON  
 PORTION OF PARCEL ONE  
 23 SUR 104  
 SEE SHEETS 5 & 6

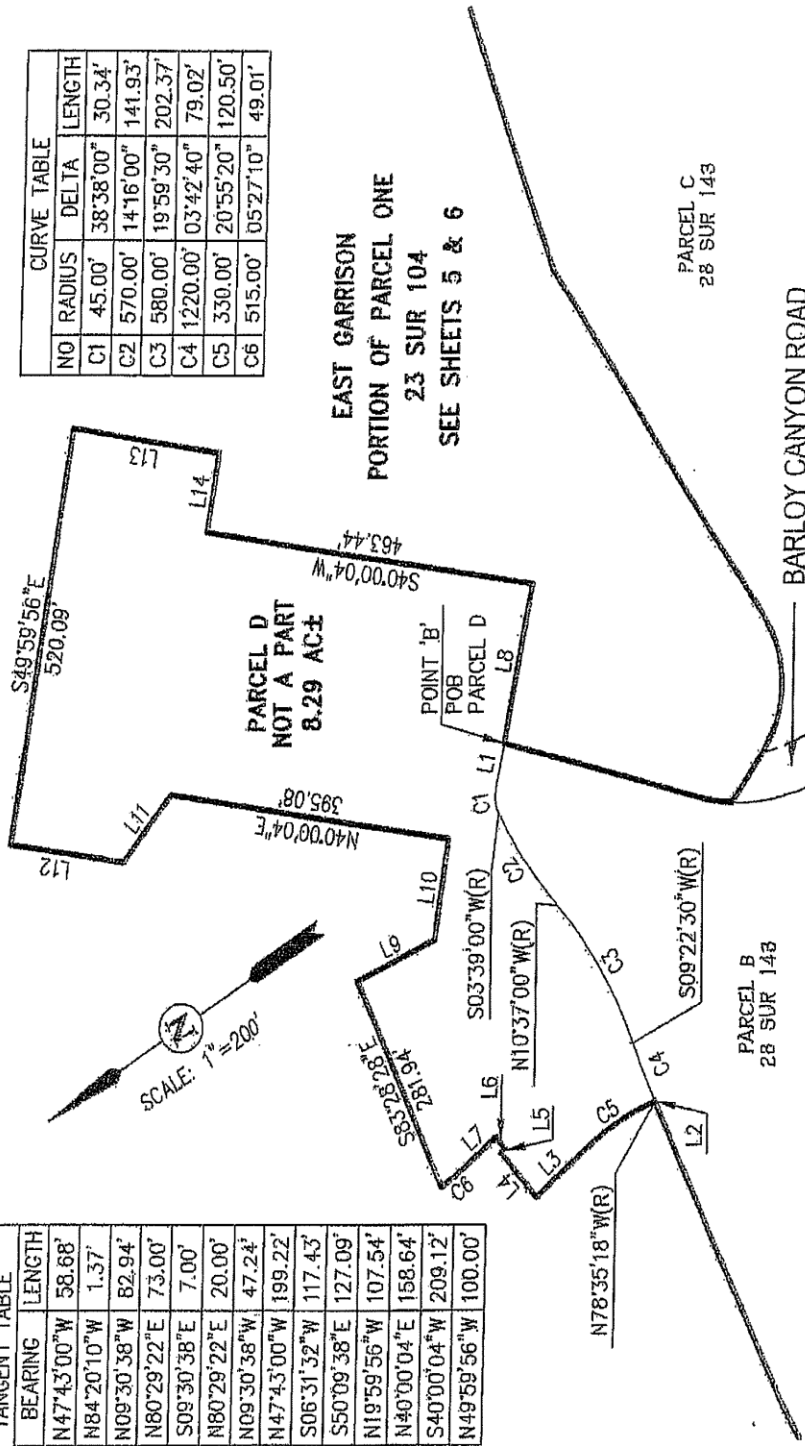
SHEET 3 OF 6

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**PORTION OF PARCEL ONE (23 SUR 104)**  
**EAST GARRISON**  
**MONTEREY COUNTY, CALIFORNIA**  
 DECEMBER 2006

**Carlson, Barbee, & Gibson, Inc.**  
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| TANGENT TABLE |             |         |
|---------------|-------------|---------|
| NO            | BEARING     | LENGTH  |
| L1            | N47°43'00"W | 58.68'  |
| L2            | N84°20'10"W | 1.37'   |
| L3            | N09°30'38"W | 82.94'  |
| L4            | N80°29'22"E | 73.00'  |
| L5            | S09°30'38"E | 7.00'   |
| L6            | N80°29'22"E | 20.00'  |
| L7            | N09°30'38"W | 47.24'  |
| L8            | N47°43'00"W | 199.22' |
| L9            | S06°31'32"W | 117.43' |
| L10           | S50°09'38"E | 127.09' |
| L11           | N19°59'56"W | 107.54' |
| L12           | N40°00'04"E | 158.64' |
| L13           | S40°00'04"W | 209.12' |
| L14           | N49°59'56"W | 100.00' |

| CURVE TABLE |          |           |         |
|-------------|----------|-----------|---------|
| NO          | RADIUS   | DELTA     | LENGTH  |
| C1          | 45.00'   | 38°38'00" | 30.34'  |
| C2          | 570.00'  | 14°16'00" | 141.93' |
| C3          | 580.00'  | 19°59'30" | 202.37' |
| C4          | 1220.00' | 03°42'40" | 79.02'  |
| C5          | 330.00'  | 20°55'20" | 120.50' |
| C6          | 515.00'  | 05°27'10" | 49.01'  |



SHEET 4 OF 6

**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
PORTION OF PARCEL ONE (23 SUR 104)  
EAST GARRISON  
MONTEREY COUNTY, CALIFORNIA  
DECEMBER 2006.**

**Carlson, Barbee, & Gibson, Inc.**

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END OF DOCUMENT

| CURVE TABLE |          |            |         |
|-------------|----------|------------|---------|
| NO.         | RADIUS   | DELTA      | LENGTH  |
| C1          | 1788.00' | 02°14'07"  | 69.76'  |
| C2          | 708.00'  | 07°08'21"  | 88.22'  |
| C13         | 114.71'  | 73°08'32"  | 146.44' |
| C16         | 150.11'  | 69°35'53"  | 182.34' |
| C18         | 230.00'  | 11°03'05"  | 44.36'  |
| C20         | 970.00'  | 00°32'15"  | 9.10'   |
| C22         | 45.00'   | 38°38'00"  | 30.34'  |
| C23         | 570.00'  | 14°16'00"  | 141.93' |
| C24         | 580.00'  | 19°58'30"  | 202.37' |
| C25         | 1220.00' | 03°42'40"  | 79.02'  |
| C27         | 1970.00' | 08°42'50"  | 299.61' |
| C29         | 355.00'  | 29°19'10"  | 181.66' |
| C31         | 320.00'  | 44°56'30"  | 251.00' |
| C32         | 1030.00' | 06°03'10"  | 108.81' |
| C34         | 370.00'  | 09°50'40"  | 63.57'  |
| C35         | 445.00'  | 33°08'00"  | 257.34' |
| C37         | 385.00'  | 13°57'59"  | 93.85'  |
| C39         | 530.00'  | 06°12'50"  | 57.48'  |
| C41         | 5030.00' | 00°40'40"  | 59.50'  |
| C43         | 90.00'   | 53°27'20"  | 83.97'  |
| C45         | 140.00'  | 82°47'00"  | 202.28' |
| C47         | 170.00'  | 189°07'10" | 264.42' |

| TANGENT TABLE |             |         |
|---------------|-------------|---------|
| NO.           | BEARING     | LENGTH  |
| L1            | N86°10'27"E | 647.59' |
| L2            | S50°06'58"E | 317.97' |
| L3            | S74°46'08"E | 287.64' |
| L4            | S58°35'42"E | 324.17' |
| L5            | S40°05'11"E | 697.82' |
| L6            | S27°33'51"E | 478.75' |
| L7            | S09°43'24"E | 277.22' |
| L8            | S38°47'16"W | 464.82' |
| L9            | S36°27'16"W | 553.37' |
| L10           | S73°06'22"W | 50.77'  |
| L11           | N08°15'34"E | 62.65'  |
| L12           | N05°27'17"W | 95.25'  |
| L14           | N78°35'49"W | 632.93' |
| L15           | S86°19'16"W | 521.61' |
| L17           | N24°04'51"W | 75.22'  |
| L19           | N45°58'10"E | 276.86' |
| L21           | N47°43'00"W | 58.66'  |
| L26           | N84°20'10"W | 842.92' |
| L28           | S86°57'00"W | 212.93' |

| TANGENT TABLE |                |          |
|---------------|----------------|----------|
| NO.           | BEARING        | LENGTH   |
| L30           | N63°43'50"W    | 166.36'  |
| L33           | S77°22'50"W    | 292.82'  |
| L36           | N10°40'10"E(R) | 60.00'   |
| L38           | N05°46'10"W    | 243.25'  |
| L40           | N00°26'40"E    | 123.80'  |
| L42           | N01°07'20"E    | 371.18'  |
| L44           | N52°20'00"W    | 57.65'   |
| L46           | N30°27'00"E    | 134.37'  |
| L48           | N58°40'10"W    | 70.02'   |
| L49           | N85°01'10"W    | 480.17'  |
| L50           | N32°14'23"E    | 1642.75' |
| L51           | N32°14'06"E    | 130.00'  |
| L52           | S57°45'52"E    | 40.03'   |
| L53           | N00°40'37"W    | 73.68'   |
| L54           | S56°04'56"E    | 225.68'  |
| L55           | S36°20'16"E    | 39.45'   |
| L56           | S57°36'50"E    | 1135.76' |
| L57           | S21°35'29"W    | 41.64'   |
| L58           | S57°53'16"E    | 1442.38' |
| L59           | N81°18'30"W    | 407.82'  |

SHEET 6 OF 6

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 PORTION OF PARCEL ONE (23 SUR 104)  
 EAST GARRISON  
 MONTEREY COUNTY, CALIFORNIA  
 DECEMBER 2006

**Carlson, Barbee, & Gibson, Inc.**

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