

Attachment I

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CLTA PARCEL MAP

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FWMN-TO17000957

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE PART OF THIS GUARANTEE.

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Part 1,

herein called the Assured, against loss not exceeding One Thousand And No/100 Dollars (\$1,000), which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records on the date in Schedule A,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

Chicago Title Insurance Company

By:

A handwritten signature of a man, likely the President, in black ink.

President

Attest:

A handwritten signature of a man, likely the Secretary, in black ink.

Secretary

Chicago Title Company
50 Winham Street
Salinas, CA 93901

Countersigned By:

A handwritten signature of an authorized officer or agent, in black ink.

Authorized Officer or Agent



ISSUING OFFICE:	
Title Officer:	Rebecca Smith
Chicago Title Company	
50 Winham Street	
Salinas, CA 93901	
Phone: (831)424-8011 x441	Fax: (831)757-7614
Main Phone: (831)424-8011	
Email: Smithreb@cft.com	

PART I

Parcel Map References(s)	Fee	Title Officer
PLN 150619	\$250.00	Rebecca Smith

1. Name of Assured: H.D. Peters Co. Inc. and Associates
2. Date of Guarantee: July 18, 2017 at 07:30 AM

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

A Fee

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

RCT Land Company, LP, a California limited partnership

The land included within the boundaries of the Parcel Map hereinbefore referred to in this Guarantee is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Exceptions:

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California corporation
 Purpose: public utilities
 Recording Date: September 25, 1956
 Recording No.: Volume 1738, Page 482, Official Records

The exact location and extent of said easement is not disclosed of record.

2. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$15,975,000.00
 Dated: August 15, 2013
 Trustor/Grantor: RCT Land Company, L.P., a California limited partnership, S.M.D. Vineyards, Inc., a California corporation, Refco Farms LLC, a California limited liability company
 Trustee: Leon Moreno
 Beneficiary: Metropolitan Life Insurance Company, a New York Corporation
 Loan No.: 196534
 Recording Date: September 4, 2013
 Recording No.: 2013055459, Official Records

END OF PART I

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 221-011-017

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

Beginning at a 1" diameter iron pipe on the northeasterly boundary of Lot 7 as said lot said shown on Map of "Espinosa portion of the Rancho Poso De Los Ositos" filed in Volume 2 of Surveys, at Page 30, Official Records of Monterey County, from which the locus of the copper bolt in the centerline of the Old California State Highway as shown on said filed map, bears along said lot boundary South 56° 45' 04" West, 656.89 feet; thence running from said point of beginning, along said boundary of said Lot 7,

- (1) N. 56° 45' 04" E., (record North 55° 23' 45" East) 3,127.20 feet; thence leave said Lot line,
- (2) S. 33° 15' 15" E., 2,239.71 feet (record South 34° 35' East, 2,241.0 feet) to a point in the centerline of Espinosa Road, a county road 40 feet wide, formerly known and as shown as Right of Way "B" on said filed map; thence along said centerline,
- (3) Curving to the left on a circular arc of 376.2 feet radius (the center of the circle of which arc is part bears South 48° 37' 30" East) through an angle of 4° 05' for a distance of 26.81 feet (record 26.8 feet); thence tangentially,
- (4) S. 38° 37' 58" W., 902.52 feet (record South 37° 17 1/2' West, 903.3 feet); thence tangentially,
- (5) Curving to the right on a circular arc of 260 feet radius through and angle of 32° 09' 15" for a distance of 145.91 feet (record 146.0 feet); thence tangentially,
- (6) S. 70° 47' 13" W., 349.63 feet (record South 69° 28' West, 349.0 feet); thence tangentially,
- (7) Curving to the left on a circular arc of 1102.4 feet radius, through an angle of 10° 19' 45" for a distance of 198.74 feet (record 199.4 feet); thence tangentially,
- (8) S. 60° 27' 28" W., 329.69 feet (record South 59° 06 1/4' West, 329.3 feet); thence tangentially,
- (9) Curving to the right on a circular arc of 587.6 feet, through an angle of 19° 17' 35" for a distance of 197.86 feet (record 198.1 feet); thence tangentially,
- (10) S. 79° 45' 03" W., 315.46 feet (record South 78° 25 1/2' West, 315.4 feet); thence leave said centerline,
- (11) N. 10° 14' 57" W., (record North 11° 34 1/2' West) 20.0 feet to a 4" X 4" post at the northerly side of said county road; thence leave said road line,
- (12) S. 85° 26' 55" W., 444.57 feet (record South 84° 04' West, 444.3 feet); thence
- (13) S. 67° 07' 55" W., (record South 65° 45' West) 550.56 feet to a point perpendicular to and 79.94 feet distant from the centerline of said California State Highway 101; thence
- (14) N. 45° 18' 32" W., 244.0 feet; thence tangentially,
- (15) Curving to the right on a circular arc of 3880 feet radius, through an angle of 0° 41' 39" for a distance of 47.0 feet (record 47.01 feet) to a point of compound curvature; thence tangentially,
- (16) Curving to the right on a circular arc of 2300 feet radius, through an angle of 14° 50' 15" for a distance of 595.62 feet (record 595.61 feet) to a point of compound curvature; thence
- (17) Curving to the right on a circular arc of 400 feet radius, through an angle of 38° 19' 49" for a distance of 267.60 feet (record 267.59 feet); thence tangentially,

EXHIBIT "A"
Legal Description

- (18) N. $8^{\circ} 33' 11''$ E., 71.45 feet; thence tangentially,
- (19) Curving to the left on a circular arc of 100 feet radius, through an angle of $51^{\circ} 16' 24''$ for a distance of 89.49 feet; thence
- (20) N. $16^{\circ} 53' 29''$ W., 376.86 feet; thence
- (21) N. $34^{\circ} 47' 47''$ W., 278.92 feet (record 278.26 feet) to the point of beginning.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not, it shall be liable thereunder and shall not thereby concede liability or waive any provision thereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty (60) days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty (30) days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two (2) years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for Attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

(continued)

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

10. THE FEE SPECIFIED ON SCHEDULE A OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.**END OF CONDITIONS AND STIPULATIONS**