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RECORDED AT REQUEST OF

Recording Requested By
and When Recorded, Return To:

Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901-4455
Attn: Owen Stewart

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JUL 23 3 48 PM '96

OFFICE OF RECORDS
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

COVENANT OF EASEMENT IN GROSS

THIS COVENANT OF EASEMENT IN GROSS ("Covenant") is made this 27th day of May, 1996, by and between Clinton Eastwood, an unmarried man, and Margaret Eastwood, Trustee of the Margaret Eastwood Trust U/T/D August 21, 1990 (hereinafter "Owners"), and the Monterey County Water Resources Agency (hereinafter "Resources Agency"), with regard to the following:

R E C I T A L S:

WHEREAS, on September 19, 1995, Owners acquired that real property in Monterey County, California commonly referred to as the "Odello Ranch", described more particularly in Exhibit "A," attached hereto and incorporated herein (hereinafter "Subject Property") from BRUNO ODELLO, ISABELLE D. ODELLO, BRUNA ODELLO, JOHN B. ODELLO, MICHAEL B. ODELLO, CARLA O. THROGMORTON, CLAIRE A. BERRY and PAMELA NOTO; and

WHEREAS, on June 25, 1991, the Monterey County Board of Supervisors approved a tentative subdivision map for Subject Property, pursuant to and in accordance with the permit and conditions of approval granted as reflected in Monterey County Planning and Building Inspection File PC-6847; and

WHEREAS, on August 22, 1995, Monterey County Board of Supervisors approved Owners' application for a revised tentative subdivision map for the purpose of deleting nine lots from said map; and

WHEREAS, a condition of approval was applied to the revised tentative subdivision map for the Odello Ranch, wherein the Resources Agency required that Owners enter into an agreement which allows the Resources Agency to remove a portion of Subject Property, consisting of the "levee" and the "Blister Area", as further described herein.

NOW, THEREFORE, it is hereby covenanted and agreed to by and between the parties hereto, as follows:

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WATER RESOURCES AGENCY

WATER RESOURCES AGENCY

1. Grant of Easement. Owners hereby grant to Monterey County Water Resources Agency an easement as hereinafter described.

2. Character of Easement. The easement granted herein is an easement in gross.

3. Description and Location of Easement.

A. The Resources Agency shall have the right to lower the levee to the ten-year water surface elevation, plus 1.7 feet for freeboard, as specified in the Nolte and Associates report ("Nolte Report") dated July of 1989 on file in Monterey County Planning and Building Inspection Department in the area described by Exhibit "B" attached hereto and incorporated herein.

B. The Resources Agency shall have the right to remove material in the Blister Area, together with a right-of-way for access to Subject Property. Said area is further described in the Nolte Report.

C. The Resources Agency shall have the right to modify, replace or supplement any culverts or other drainage facilities that function as a part of the levee.

D. The Resources Agency or its designee, shall have the right to replace any utilities or power poles that may be located in the levee area.

E. To allow the lowering of sections of the levee in anticipation of a flood emergency, the Resources Agency shall have the right to place the spoil material from the lowered levee on the agricultural roadway immediately adjacent to the southerly toe of the levee. Said spoil placement shall be properly compacted to allow continued use as a roadway.

F. The Resources Agency shall make the appropriate improvements to protect any and all wells on the subject property from foreseeable damage that would occur in the event of a ten-year or greater flood. Said improvements shall be made prior to or concurrent with the improvements described in paragraph 3.A. of this Covenant.

G. Owners accept the greater frequency of flooding of the Subject Property that will result from lowering the levees to the ten-year flood elevation, and any damages occurring on Grantor's property therefrom.

H. Except as otherwise provided herein, neither the Owners nor the Resources Agency shall have any responsibility or obligation to maintain or repair the levee from and after the date of recordation hereof.

I. In exchange for Owners' grant of the aforementioned easements, the Resources Agency agrees to pay for all costs incurred in performing the above work. Said work shall not damage or cause the deterioration of the levee, and the Resources Agency shall be solely responsible for any repairs to the levee necessitated solely by the aforementioned work. The Resources Agency holds Owners harmless from any and all liability resulting during construction of the above mentioned improvements and from future damages, repairs and/or injury directly attributable to the Resources Agency's construction or maintenance activities involving said improvements, including damage to any crops or water system improvements. The Resources Agency shall not be responsible for repair or maintenance to the levee necessitated by natural or other causes, except as described in this paragraph.

J. In furtherance of Public Health, Safety and Welfare, the Resources Agency shall have the right to enter upon Subject Property for the purpose of maintaining the river and levee.

K. Upon execution of this Covenant, the Resources Agency agrees that any and all conditions imposed upon Owners pursuant to Planning and Building Inspection File PC-6847 relating to an agreement between the Resources Agency and Owners are satisfied.

4. **Exclusiveness of Easement.** The easement granted herein is not exclusive and Owners retain all rights to the use of Subject Property ("retained rights") so long as such rights are not inconsistent with the rights herein granted to the Resources Agency. The retained rights are freely transferable, assignable or otherwise alienable subject, however, to the rights of the Resources Agency.

5. **Future Assessments.** The Resources Agency, its successors and assigns, shall exclude the lands described in the tentative subdivision map from any obligation whatsoever to pay any taxes or assessments to, for or in connection with any zone or district that may now exist or hereafter be created for the purpose of constructing or maintaining a flood control project in the lower Carmel River flood control area.

6. **Environmental Effects.** In connection with the lowering of the levee and all other aspects of any flood control project proposed by the Resources Agency, the Resources Agency shall be responsible for obtaining any necessary environmental studies or environmental impact reports and for the mitigation of any and all environmental impacts, and Owners shall have no responsibility whatsoever therefor.

7. Flood Control Project Permits. The Resources Agency shall be solely responsible for obtaining any and all necessary federal, state and local permits, or permits required from any other governmental agency having jurisdiction over the premises, in connection with the lowering of the levee and in connection with any other flood control projects proposed by the Resources Agency, and Owners shall have no responsibility whatsoever therefor.

8. Existing Utilities. The Resources Agency shall be solely responsible for the removal, replacement and reconnection of existing utilities if any are disturbed or disrupted in connection with the lowering of the levee or in connection with any flood control project proposed by the Resources Agency, and Owners shall have no responsibility whatsoever therefor.

9. Governing Law. This Covenant shall be governed by and construed in accordance with the laws of the State of California.

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

11. Amendments. Except as provided in this Covenant, this Covenant may be amended in whole or in part only by a further written agreement executed by all of the parties.

12. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

13. Exhibits. All exhibits attached to this Covenant are incorporated herein by reference and form part of this Covenant.

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

15. **Terminology.** All personal pronouns used in this Covenant, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Captions are for convenience only and neither limit nor amplify the provisions of this Covenant itself. The use herein of the term "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

16. **Days.** Except as otherwise stated herein, the term "days" shall mean calendar days. All periods of time referred to in this Covenant shall include all Saturdays, Sundays and State or National holidays, provided that if the last date to perform any act or give any notice with respect to this Covenant shall fall on a Saturday, Sunday or State or National holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or National holiday.

17. **Further Assurances.** Each party hereby agrees to do all further acts and to make, execute and deliver all such additional written instruments, as shall be reasonably required to carry out the terms and provisions of this Covenant.

18. **Arbitration.** In the event a dispute arises under this Covenant, the dispute shall be referred to arbitration. All arbitration proceedings shall be conducted in Monterey County, California. The decision rendered by the Arbitrator shall not add to, subtract from, nor otherwise modify the terms and conditions of this Covenant. The Arbitrator shall act in conformity with principles of law, and the decision shall be supported by law and substantial evidence. The Arbitrator may order depositions of witnesses to be taken for use as evidence, as provided for under Code of Civil Procedure §§1283 & 1283.05. Arbitration costs, not including attorney and expert fees, shall be shared equally. Except as otherwise herein provided, such arbitration shall be conducted pursuant to Title 9, California Code of Civil Procedure.

19. **Effective Date.** This Covenant shall become effective upon execution of this Covenant by all parties hereto.

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

OWNERS

Dated: 5-14-96

Clinton Eastwood
by David Bunker Under Power of Attorney
CLINTON EASTWOOD

Dated: 5-14-96

Margaret Eastwood
by David Bunker Under Power of Attorney
MARGARET EASTWOOD, Trustee

RESOURCES AGENCY

Monterey County Water Resources Agency, a political subdivision

Date: 5/27/96

By *[Signature]*
MICHAEL D. ARMSTRONG
General Manager

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On May 14-96, before me, the undersigned, Notary Public, personally appeared Howard Bernstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Michelle Lee Clexa

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On May 14-96, before me, the undersigned, Notary Public, personally appeared Howard Bernstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



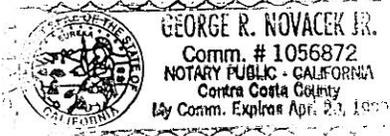
Michelle Lee Clexa

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } SS.

On May 27, 1996 before me, George R. Novacek, Jr.,
(DATE) (NOTARY)
personally appeared Michael D. Armstrong
SIGNER(S)

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.

George R. Novacek, Jr.
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: General Manager,
Monterey County Water
Resources Agency

DESCRIPTION OF ATTACHED DOCUMENT

Covenant of Easement in Gross
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

May 27, 1996
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OTHER

Exhibit "A"

REEL 3397 PAGE 1506

PARCEL 1:

CERTAIN REAL PROPERTY SITUATE IN RANCHO SAN JOSE Y SUR CHIQUITO, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF CALIFORNIA STATE HIGHWAY NO. 1 WITH THE SOUTHERLY BOUNDARY OF THAT TRACT OF LAND AWARDED TO KATE H. HATTON, ET AL, IN SUPERIOR COURT ACTION NO. 3862, DATED FEBRUARY 8, 1904 AS DESCRIBED IN THAT CERTAIN DEED DATED MARCH 28, 1932, AND RECORDED IN VOLUME 342 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 110; THENCE ALONG SAID HIGHWAY LINE

- 1) S. 33° 52' 30" W., 474.48 FEET; THENCE
- 2) S. 34° 26' 50" W., 500.00 FEET; THENCE
- 3) S. 34° 18' 30" W., 400.00 FEET; THENCE
- 4) S. 35° 30' 40" W., 388.95 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ELIZABETH ANN OLIVER TO SIDNEY W. FISH, DATED APRIL 28, 1927, AND RECORDED IN VOLUME 111 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 284. SAID POINT ALSO LYING ON THAT CERTAIN COURSE NO. 14 OF ABOVE SAID PARCEL; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG SAID COURSE AND BOUNDARY
- 5) S. 88° 16' E., 297.91 FEET TO THE EASTERLY TERMINUS OF SAID COURSE; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY
- 6) N. 65° 58' E., 471.3 FEET; THENCE
- 7) S. 85° 27' E., 447.4 FEET; THENCE
- 8) S. 61° 03' E., 471.1 FEET; THENCE
- 9) S. 56° 03' E., 684.5 FEET; THENCE
- 10) N. 86° 27' E., 102.0 FEET; THENCE
- 11) N. 59° 54' E., 269.5 FEET; THENCE

LEGAL DESCRIPTION -- PAGE 2:

- 12) N. 75° 37' E., 77.0 FEET; THENCE
- 13) N. 88° 51' E., 86.9 FEET; THENCE
- 14) S. 79° 08' E., 82.0 FEET; THENCE
- 15) S. 67° 42' E., 107.7 FEET; THENCE
- 16) S. 48° 34' E., 93.8 FEET; THENCE
- 17) S. 62° 37' E., 99.5 FEET; THENCE
- 18) S. 81° 13' E., 99.8 FEET; THENCE
- 19) S. 89° 06' E., 110.8 FEET; THENCE
- 20) N. 70° 27' E., 160.0 FEET; THENCE
- 21) N. 67° 49' E., 197.0 FEET; THENCE
- 22) N. 39° 04' E., 313.7 FEET; THENCE
- 23) N. 33° 43' E., 672.0 FEET; THENCE
- 24) N. 49° 40' E., 282.5 FEET; THENCE
- 25) N. 78° 57' E., 95.2 FEET; THENCE
- 26) N. 87° 05' E., 117.1 FEET; THENCE
- 27) S. 51° 18' E., 293.5 FEET TO A POINT ON THE BOUNDARY COMMON TO BOTH RANCHO EL POTRERO DE SAN CARLOS AND RANCHO SAN JOSE Y SUR CHIQUITO; THENCE LEAVING SAID NORTHERLY BOUNDARY AND RUNNING ALONG SAID COMMON BOUNDARY AND THE NORTHERLY PROLONGATION THEREOF
- 28) N. 10° 44' 55" W., 767.3 FEET TO A 6" X 6" POST MARKED "SC4. WP" AS DESCRIBED IN LAST SAID DEED; THENCE CONTINUING ALONG SAID BOUNDARY OF RANCHO EL POTRERO DE SAN CARLOS
- 29) N. 18° 29' E., 42.8 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND AWARDED TO KATE H. HATTON, ET AL, IN SUPERIOR COURT ACTION NO. 3862; THENCE LEAVING LAST SAID RANCHO BOUNDARY AND RUNNING ALONG SAID SOUTHERLY BOUNDARY
- 30) N. 78° 16' W., 222.7 FEET; THENCE
- 31) N. 47° 00' W., 118.8 FEET; THENCE

LEGAL DESCRIPTION -- PAGE 3:

- 32) N. 57° 15' W., 13.55 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL 1 AS DESCRIBED IN DEED FROM W.B. DICKMAN, ET AL, TO DICK L. KOLBUS, ET UX, DATED DECEMBER 13, 1971 AND RECORDED DECEMBER 22, 1971 IN REEL 742 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 1031; THENCE LEAVING LAST SAID SOUTHERLY BOUNDARY AND RUNNING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1
- 33) N. 78° 00' W., 100.00 FEET; THENCE
- 34) S. 89° 00' W., 320.00 FEET; THENCE
- 35) S. 84° 00' W., 236.00 FEET; THENCE
- 36) S. 71° 00' W., 350.00 FEET; THENCE
- 37) S. 83° 00' W., 299.54 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 1, AS SAID CORNER ALSO BEING A POINT ON SAID SOUTHERLY BOUNDARY OF SAID PARCEL AWARDED TO KATE H. HATTON, ET AL; THENCE LEAVING SAID SOUTHERLY LINE AND RUNNING ALONG SAID SOUTHERLY BOUNDARY
- 38) S. 46° 37' W., 61.26 FEET; THENCE
- 39) N. 64° 06' 30" W., 110.6 FEET; THENCE
- 40) N. 37° 20' W., 165.00 FEET TO A POINT ON THE SOUTHERLY PATENT SURVEY BOUNDARY OF RANCHO CANADA DE LA SEGUNDA, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", A COPY OF WHICH MAP IS ATTACHED TO THE CERTIFIED COPY OF ORDER GRANTING CONSENT TO PARTITION, RECORDED MARCH 17, 1927 IN VOLUME 109 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 1; THENCE LEAVING SAID BOUNDARY OF SAID PARCEL AWARDED TO KATE H. HATTON ET AL, AND RUNNING ALONG SAID PATENT SURVEY BOUNDARY
- 41) S. 56° 45' W., 327.4 FEET TO "C. S. 26" AS SHOWN ON SAID PARTITION MAP; THENCE
- 42) N. 83° 00' W., 303.6 FEET TO THE MOST EASTERLY CORNER OF FIRST SAID TRACT OF LAND AWARDED TO KATE H. HATTON, ET AL; THENCE LEAVING SAID PATENT SURVEY BOUNDARY AND RUNNING INSTEAD ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT
- 43) S. 83° 30' W., 441.5 FEET; THENCE
- 44) N. 80° 22' W., 315.5 FEET; THENCE
- 45) N. 76° 30' W., 400.0 FEET; THENCE

LEGAL DESCRIPTION -- PAGE 4:

46) N. 63° 25' W., 130 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE DESCRIBED PROPERTY WITHIN THE NATURAL BED OF THE CARMEL RIVER BELOW THE LINE OF ORDINARY HIGH WATER WHERE IT WAS LOCATED PRIOR TO ANY MAN-MADE OR AVULSIVE CHANGES IN THE SHORELINE."

PARCEL 2:

A NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS AND EGRESS, OVER A STRIP OF LAND 20 FEET WIDE, LYING CONTIGUOUS TO AN EASTERLY OF THAT CERTAIN LINE, SITUATE IN THE RANCHO CANADA DE LA SEGUNDA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF RIO ROAD, AS SAID CORNER AND ROAD ARE SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 443, CARMEL RANCHO NO. 2" FILED IN VOLUME 1 OF MAPS, "CITIES AND TOWNS", AT PAGE 105. MONTEREY COUNTY RECORDS, RUNNING THENCE ALONG THE WESTERN BOUNDARY OF PARCEL "D", AS SAID BOUNDARY AND PARCEL ARE SHOWN ON THAT CERTAIN "RECORD OF SURVEY OF LOT 15, HATTON PARTITION, IN RANCHO CANADA DE LA SEGUNDA, MONTEREY COUNTY, CALIFORNIA" FILED IN VOLUME 5 OF SURVEYS, AT PAGE 154, MONTEREY COUNTY RECORDS.

1) S. 1° 36' 28" W., 803.93 FEET TO THE SOUTHWESTERN CORNER OF SAID LOT "D".

THE AFORESAID NON-EXCLUSIVE EASEMENT IS AND APPURTENANCE TO THE FOLLOWING DESCRIBED PARCEL OF LAND:

CERTAIN REAL PROPERTY SITUATE IN RANCHO SAN JOSE Y SUR CHIQUITO, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" POST MARKED "CS, MCA, EGH", STANDING AT THE SOUTHWEST CORNER OF LOT D, AS SAID POST, CORNER AND LOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF LOT 15, HATTON PARTITION IN RANCHO CANADA DE LA SEGUNDA", FILED IN VOLUME 5 OF SURVEYS, AT PAGE 154, MONTEREY COUNTY RECORDS; RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID LOT

- 1) N. 58° 21' 39" E., 272.17 FEET TO AN IRON PIPE;
- 2) S. 35° 42' 30" E., 166.15 FEET TO AN IRON PIPE; THENCE
- 3) S. 62° 29' E., 75.86 FEET; THENCE LEAVING SAID LINE
- 4) S. 82° 15' W., 518.92 FEET; THENCE

LEGAL DESCRIPTION -- PAGE 5:

- 5) S. 71° 01' W., 140.69 FEET; THENCE
- 6) S. 69° 23' 30" W., 105.63 FEET; THENCE
- 7) S. 62° 23' 30" W., 109.28 FEET; THENCE
- 8) S. 84° 00' W., 163.97 FEET; THENCE
- 9) N. 70° 30' W., 248.61 FEET; THENCE
- 10) N. 57° 17' W., 123.71 FEET; THENCE
- 11) N. 59° 57' W., 272.22 FEET; THENCE
- 12) N. 55° 30' W., 107.90 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 17, HATTON PARTITION, AS SAID LINE AND LOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA" A COPY OF WHICH MAP IS ATTACHED TO THE CERTIFIED ORDER GRANTING CONSENT TO PARTITION, RECORDED MARCH 17, 1927 IN VOLUME 109 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 1; THENCE RUNNING ALONG SAID LINE OF SAID LOT 17
- 13) S. 74° 42' E., 189.92 FEET (SHOWN AS S. 76° 30' E., ON SAID PARTITION MAP); THENCE
- 14) S. 78° 34' E., 316.61 FEET (SHOWN AS S. 80° 22' E., 315.5 FEET ON SAID PARTITION MAP); THENCE
- 15) N. 85° 21' 12" E., 442.80 FEET (SHOWN AS N. 83° 30' E., 441.5 FEET ON SAID PARTITION MAP); THENCE
- 16) S. 81° 19' 48" E., 303.63 FEET (SHOWN AS S. 83° 00' E., 303.6 FEET ON SAID PARTITION MAP); THENCE
- 17) N. 58° 21' 39" E., 44.60 FEET (SHOWN AS N. 56° 45' E., ON SAID PARTITION MAP) TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID RANCHO SAN JOSE Y SUR CHIQUITO.

EXHIBIT "B"

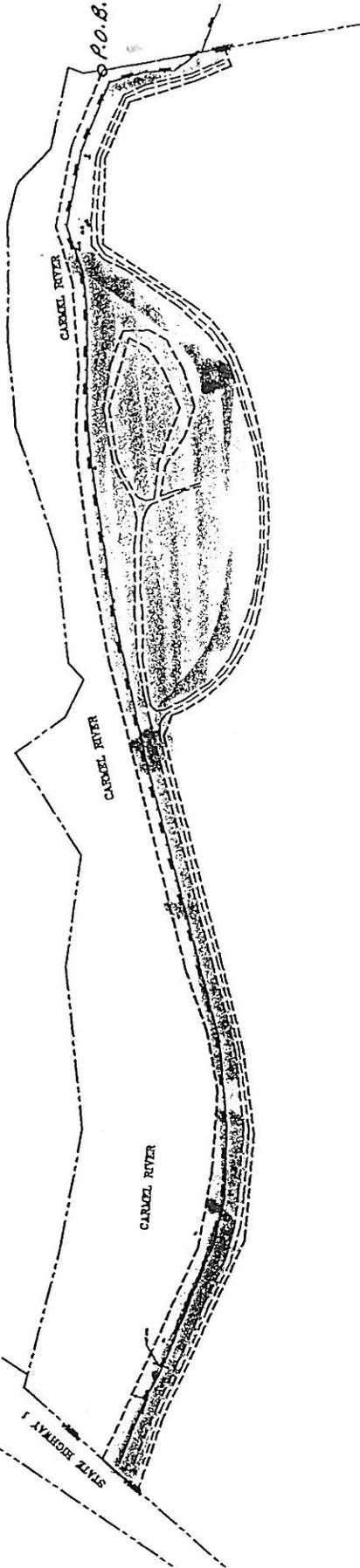
In over, under, upon, and across that certain tract of land in Monterey County, State of California, particularly described as follows:

Situate in Rancho San Jose Y Sur Chiquito, County of Monterey, State of California, and being part of the Parcel 1 as described in that certain Grant Deed from Odello Bros., a general partnership to Clinton Eastwood, as to an undivided 1/2 interest and Margaret Eastwood, as to an undivided 1/2 interest dated September 19, 1995, and recorded in Reel 3277, Official Records, at Page 34, Records of Monterey County, California, and being more particularly described as follows:

BEGINNING at a point on the line between Rancho San Jose Y Sur Chiquito and Rancho El Potrero De San Carlos from which the northerly terminus of course 28 being a 6" x 6" post marked "SC4 WP", of said Grant Deed bears N.10°44'55"W., 53.00 feet; thence along said line between Rancho San Jose Y Sur Chiquito and Rancho El Potrero De San Carlos

- 1) S.10°44'55"E., 334.67 feet; thence leaving said line between Rancho San Jose Y Sur Chiquito and Rancho El Potrero De San Carlos
- 2) S.67°05'14"W., 51.68 feet; thence
- 3) N.22°54'46"W., 105.31 feet; thence
- 4) N.17°45'23"W., 186.90 feet; thence
- 5) N.67°37'12"W., 165.46 feet; thence
- 6) N.89°21'01"W., 230.00 feet; thence
- 7) S.32°58'07"W., 288.00 feet; thence tangentially curving
- 8) Southwesterly on the arc of a circular curve to the right (the center of which bears N.57°01'53"W., 356.00 feet distant) through a central angle of 34°55'00" for an arc distance of 216.95 feet; thence tangentially curving
- 9) Westerly on the arc of a circular curve to the right (the center of which bears N.22°06'53"W., 1150.00 feet distant) through a central angle of 33°58'00" for an arc distance of 681.75 feet; thence tangentially curving
- 10) Northwesterly on the arc of a circular curve to the right (the center of which bears N.11°51'07"E., 375.00 feet distant) through a central angle of 56°54'48" for an arc distance of 372.50 feet; thence leaving said curve but not tangent thereto
- 11) N.69°46'31"W., 60.75 feet; thence
- 12) S.74°49'27"W., 634.11 feet; thence
- 13) S.75°11'40"W., 234.80 feet; thence
- 14) S.81°47'59"W., 231.37 feet; thence
- 15) N.85°51'30"W., 290.76 feet; thence
- 16) N.65°55'06"W., 536.71 feet; thence
- 17) N.71°34'03"W., 203.46 feet to a point on the easterly right of way for State Highway No. 1; thence along said easterly right of way for State Highway No. 1
- 18) N.40°25'20"E., 65.01 feet; thence

- 19) N.42°20'31"E., 62.15 feet; thence leaving said easterly right of way of State Highway No. 1
- 20) S.66°25'04"E., 631.78 feet; thence
- 21) S.80°23'57"E., 203.86 feet; thence
- 22) S.86°38'55"E., 222.38 feet; thence
- 23) N.79°06'52"E., 158.86 feet; thence
- 24) N.69°53'00"E., 183.17 feet; thence
- 25) N.75°16'49"E., 854.03 feet; thence
- 26) N.78°43'38"E., 301.82 feet; thence
- 27) N.81°48'14"E., 245.51 feet; thence
- 28) N.87°51'47"E., 134.09 feet; thence
- 29) S.87°25'15"E., 111.11 feet; thence
- 30) N.84°41'48"E., 238.02 feet; thence
- 31) N.72°09'21"E., 153.38 feet; thence
- 32) S.79°37'27"E., 216.54 feet; thence
- 33) S.68°37'41"E., 222.48 feet to the point of beginning.



DEPARTMENT OF PUBLIC WORKS	
COUNTY OF MONTEREY	
PROPERTY ACQUISITION MAP	
PROJECT CARMEL RIVER LEVEES	ROAD NO.
TYPE DOCUMENT CONSTRUCTION EASEMENT	
GRANTOR CLINTON EASTWOOD	
PROJECT ENGINEER	DATE OCT. 1995
	DIVISION