

Exhibit "A" to Radio Communication Site Lease Agreement

LEGAL DESCRIPTION OF PROPERTY

(See attached)

PRELIMINARY REPORT

FIRST AMERICAN TITLE INSURANCE COMPANY

2 Salinas Street
Salinas, California 93901
(408) 424-0317

"Subject to a minimum charge required by
Section 12404.1 of the Insurance Code."

Buyers: Salinas Valley Solid Waste Authority
Property address: No street address available
Tricia Boyd, Escrow Officer

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed exceptions and exclusions from the coverage of said policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated as of March 27, 1997 at 7:30 A.M.

The form of policy of title insurance contemplated by this report is:
CLTA Owners and ALTA Lenders

Title to said estate or interest at the date hereof is vested in:
County of Monterey, a political subdivision of the State of California

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

The land referred to in this report is situated in the State of California, County of Monterey, in an unincorporated area and is described as follows:

Per legal description attached hereto

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. **GENERAL AND SPECIAL COUNTY TAXES** for fiscal year 1997-1998, including special district levies and any user's fees, a lien not yet due or payable.

NOTE: There were no taxes collected for fiscal year 1996-1997, due to the fact the tax bill was less than \$10.00.
Fee Assessment No.: 412-106-006-000

2. **THE LIEN OF SUPPLEMENTAL TAXES**, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. **RIGHTS OF THE PUBLIC** and the County of Monterey, in and to any portion of said land included within the boundaries of Lewis Road and San Miguel Canyon Road.

4. **A NON-EXCLUSIVE EASEMENT** for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Coast Counties Gas and Electric Company, a corporation
Purpose: For pole lines and ingress and egress to and from same
Recorded: May 31, 1931 in Volume 294 of Official Records, at page 210
Affects: The Southerly boundary of Parcel I (no width indicated)

5. **COVENANTS, CONDITIONS AND RESTRICTIONS**, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as contained in the Deed.

From: John K. Mumm, et ux
Recorded: July 1, 1954 in Book 1536 of Official Records, at page 456.

Said restrictions **PROVIDE FOR REVERSION** of title in the event of the violation thereof.
(Affects: Parcel V)

6. **TERMS AND PROVISIONS**

Disclosed By: Easement Agreement For Use Of A Road Access
Executed By: County of Monterey
And Between: Bardomiano Alanis
Recorded: June 17, 1992 in Reel 2810 of Official Records, at page 1533.
Affects: Parcel VI

7. **THE EFFECT**, if any, of the Record of Survey filed September 14, 1970 in Volume 9 of Surveys, at page 108.

NOTE: There are no conveyances affecting said land, recorded within two (2) years of the date of this report.

NOTE: Short term rate does not apply.

BT:SN:PAP

cc: (10) to Tricia Boyd, Escrow Officer
Michael Lucero, Title Officer

Legal description:

PARCEL I:

That part of Lot 3, as shown on the "Map Showing Subdivision of Land Belonging to L. S. Hutching's Estate", filed on page 69 of Map Book of Surveys in the Office of the Recorder of Monterey County, California, bounded and described as follows:

BEGINNING at a 4" x 4" post marked 1/4 S. 13-24, standing at the quarter section corner between Sections 13 and 24, Township 2 South, Range 12 East, M.D.M.; thence following along a rocky ridge, South 82° 45' East, 3.70 chains to a redwood stake; thence South 57° 30' East, 2.45 chains to a rock set in the ground; thence South 52° 10' East, 3.43 chains to a stake; thence South 34° 45' East, 8.50 chains to a stake; thence South 43° 40' East, 2.75 chains to a stake; thence leaving rocky ridge, South 45° East, 2.12 chains to a stake; thence South 64° 20' East, 4.70 chains to a stake; thence South 62° 25' East, 4.61 chains to a stake from which a 2" x 2" post marked L.3. and L.4. standing in a fence, bears South 62° 25' East, 92 links distant; thence North 37° 40'; East, 6.69 chains to the center of the county road leading from the San Miguel Canyon road to Pajaro; thence along the center of said road, South 49° 45' East, 91 links to station; thence leaving said center line of said road and following line between Lots 3 and 4 of said subdivision, South 37° 40' West, at 30 links a 4" x 4" post marked L. 3 and L.4. standing on South side of road, 6.49 chains to a 2" x 2" post marked L.3 and L.4. standing in a fence; thence following said fence South 88° 47'; West, 25.79 chains to fence corner in the center of the North half of said Section 24; thence following fence, North 1° 5' West, 19.60 chains to the place of beginning.

PARCEL II:

Situate in Monterey County, California and being a portion of Section 24, Township 12 South, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at a 2" iron pipe at the Southwest corner of the Northeast One Quarter (NE 1/4) of Section 24, as said pipe is described in that certain Deed, dated September 17, 1948 and recorded in Volume 1091 of Official Records, at page 201, Records of Monterey County, California; thence from said point of beginning and along the Westerly boundary of the Northeast One Quarter (NE 1/4) of Section 24

(1) N. 0° 52' 59" W., 1327.08 feet to the Southwest corner of Lot 3 as said Lot 3 is shown on that certain map entitled, "Map Showing Subdivision of Land Belonging to L.S. Hutchings Estate", filed in Volume 1 of Surveys, page 69, Records of Monterey County, California; thence leaving said Westerly boundary of said Northeast One Quarter (NE 1/4) of Section 24 and along the Southerly boundary of said Lot 3

Legal description -- page 2:

- (2) N. 88° 46' 38" E., 2648.30 feet, at 1689.13 feet the Southeasterly corner of said Lot 3, 2648.30 feet to the Southeast corner of the Northeast One Quarter (NE 1/4) of the Northeast One Quarter (NE 1/4) of Section 24; thence along the Easterly boundary of the Northeast One Quarter (NE 1/4) of Section 24
- (3) S. 1° 05' 21" E., 16.01 feet to a point; thence leaving said Easterly boundary
- (4) S. 17° 58' 18" W., 536.22 feet to a point; thence
- (5) S. 42° 39' 58" E., 263.88 feet to a point on the aforesaid Easterly boundary of the Northeast One Quarter (NE 1/4) of Section 24; thence along said Easterly boundary
- (6) S. 1° 05' 21" E., 608.65 feet to the East One Quarter (E 1/4) corner of Section 24; thence leaving said Easterly boundary
- (7) S. 88° 49' 00" W., 2653.07 feet to the point of beginning.

PARCEL III:

Situate in Monterey County, California and being a portion of Section 24, Township 12 South, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at a 2" iron pipe at the Southwest corner of the Northeast One Quarter (NE 1/4) of Section 24, as said pipe is described in that certain Deed, dated September 17, 1948 and recorded in Volume 1091 of Official Records, at page 210, Records of Monterey County, California; thence from said point of beginning and along the Westerly boundary of the Northeast One Quarter (NE 1/4) of Section 24

- (1) N. 0° 52' 59" W., 1327.08 feet to the Southwest corner of Lot 3 as said Lot 3 is shown on that certain map entitled, "Map Showing Subdivision of Land Belonging to L.S. Hutchings Estate", filed in Volume 1 of Surveys, page 69, Records of Monterey County, California; thence leaving said Westerly boundary of said Northeast One Quarter (NE 1/4) of Section 24 and along the Southerly boundary of said Lot 3
- (2) N. 88° 46' 38" E., 2648.30 feet, at 1689.13 feet the Southeasterly corner of said Lot 3, 2648.30 feet to the Southeast corner of the Northeast One Quarter (NE 1/4) of the Northeast One Quarter (NE 1/4) of Section 24; thence along the Easterly boundary of the Northeast One Quarter (NE 1/4) of Section 24

All that certain property situate, lying and being in the County of Monterey State of California, and bounded and more particularly described as follows, to-wit:

Legal description -- page 3:

The South one-half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-four (24), Township Twelve (12) South of Range Two (2) East of Mount Diablo Base and Meridian; also that portion of Lot Two (2) in Section Nineteen (19), Township Twelve (12) South of Range Three East of Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Lot Two (2) running thence North along the line between Section 24 and 19 above mentioned 20 chains; thence South 67° 45' East 17.16 chains to a point in the lagoon on West line of the Rancho Vega Del Rio Del Pajaro; thence South 18° 45' West 14.25 chains, along said Ranch line, thence West 11.30 chains to the point of beginning.

EXCEPTING THEREFROM that portion granted to the County of Monterey in Deed from Peter Estraboon and Rosa Estraboon dated June 4, 1906 in Volume 91 of Deeds at page 274, and

ALSO EXCEPTING THEREFROM that portion granted to the County of Monterey by Deed from L. E. Hutchings, et al, dated June 4, 1906 recorded in Volume 91 of Deeds at page 275, and

ALSO EXCEPTING THEREFROM that portion conveyed to William H. Wier and Annabelle Wier, his wife, dated May 28, 1936 and recorded June 1, 1936 in Volume 480 of Official Records of Monterey County at page 275, and

ALSO EXCEPTING THEREFROM that portion decreed to Albert J. Parks by Decree of the Superior Court of the State of California, in and for the County of Monterey by Decree dated January 14, 1957 and recorded in Volume 1764 at page 379 on January 21, 1957, Official Records of Monterey County, and

ALSO EXCEPTING THEREFROM that portion conveyed to County of Monterey, a political subdivision of the State of California, dated August 4, 1969 and recorded August 5, 1969 in Reel 616 of Official Records of Monterey County at page 33.

PARCEL IV:

Situate in Monterey County, California and being a portion of Section 24, Township 12 South, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at a point on the North-South centerline of Section 24, Township 12 South, Range 2 East; said point of beginning also being on the Southerly right of way line of the road leading to the County Dump (a county road 50 feet wide) as said road is so described in that certain conveyance between John H. Mumm et ux and the County of Monterey, dated July 1, 1954 and recorded in Volume 1536 of Official Records, at page 456, Records of Monterey County, California, from said point of beginning the one quarter (1/4) corner common to Sections 24 and 13, Township 12 South, Range 2 East, bears along said North-South centerline of said Section 24, N. 0° 58' E., 174.89 feet; thence from said point of beginning and along said North-South

Legal description -- page 4:

centerline of said Section 24

- (1) S. $0^{\circ} 58'$ W., 1067.01 feet; thence leaving said North-South centerline
- (2) N. $89^{\circ} 24' 15''$ W., 215.69 feet; thence
- (3) N. $16^{\circ} 29' 35''$ W., 261.54 feet; thence
- (4) N. $0^{\circ} 58'$ E., 701.58 feet to a point on the Southerly right of way line of the aforesaid county road; thence along said Southerly right of way line and curving, but not tangentially
- (5) Northeasterly on the arc of a circular curve to the left (the center of said curve bears N. $19^{\circ} 14' 50''$ W., 130.00 feet distant), through a central angle of $13^{\circ} 13' 20''$, for a distance of 30.00 feet; thence leaving said curve and tangent thereto
- (6) N. $57^{\circ} 31' 50''$ E., 104.88 feet; thence tangentially curving
- (7) Northeasterly on the arc of a circular curve to the right, through a central angle of $24^{\circ} 46' 10''$, with a radius of 200.00 feet for a distance of 86.46 feet; thence leaving said curve and tangent thereto
- (8) N. $82^{\circ} 18' 00''$ E., 101.02 feet to the point of beginning.

PARCEL V:

Situate in Section 24, Township 12 South, Range 2 East, M.D.B. & M., Monterey County, California.

Being a part of the East one-half of the East one-half of the Northwest one-quarter of Section 24 T. 12 S. R.2E., M.D.B. & M. also being a portion of that certain 40 acre tract of land conveyed by D. H. Mumm et ux. to John H. Mumm, et ux, by Deed dated May 3, 1949, and recorded in Volume 1142, Official Records at page 57, Records of Monterey County, California, more particularly described as follows, to-wit:

BEGINNING at a point on the North line of said Section 24, from said place of beginning the one-quarter corner common to Section 24 and 13, T. 12 S., R. 2 E., M.D.B. & M. bears along the said North line S. $88^{\circ} 58' 10''$ E., 403.87 feet distant; thence leaving the North line of said Section 24 and curving

- (1) Southwesterly on the arc of a circular curve to the right with a radius of 450 feet (the center of said curve bears N. $88^{\circ} 58' 10''$ W.), through a central angle of $6^{\circ} 00'$, a distance of 47.12 feet; thence tangent to the aforesaid curve

Legal description -- page 5:

- (2) S. 7° 01' 50" W., 115.85 feet to the beginning of a curve to the left; thence tangentially curving
- (3) Southerly and Easterly on the arc of a circular curve to the left with a radius of 80 feet, through a central angle of 129° 30', a distance of 79.22 feet; thence tangent to the aforesaid curve
- (4) N. 57° 31' 50" E., 104.88 feet to the beginning of a curve to the right; thence tangentially curving,
- (5) Northeasterly on the arc of a circular curve to the right with radius of 250 feet, through a central angle of 24° 46' 10", a distance of 108.80 feet; thence tangent to the aforesaid curve
- (6) N. 82° 18' E., 108.64 feet to a point on the N-S Centerline of the aforesaid Section 24, from said point the one-quarter corner common to Section 24 and 13 bears along said centerline N. 0° 58' E., 124.31 feet distant, thence following said centerline
- (7) S. 0° 58' W., 50.58 feet; thence leaving the centerline of said Section 24
- (8) S. 82° 18' W., 101.02 feet to the beginning of a curve to the left; thence tangentially curving
- (9) Southwesterly on the arc of a circular curve to the left with a radius of 200 feet, through a central angle of 24° 46' 10", a distance of 86.46 feet; thence tangent to the aforesaid curve
- (10) S. 57° 31' 50" W., 104.88 feet to the beginning of a curve to the right
- (11) Westerly and Northerly on the arc of a circular curve to the right with a radius of 130 feet, through a central angle of 129° 30', a distance of 148.53 feet; thence tangent to the aforesaid curve
- (12) N. 7° 01' 50' E., 115.85 feet to the beginning of a curve to the left; thence tangentially curving
- (13) Northerly on the arc of circular curve to the left with a radius of 400 feet, through a central angle of 6° 00', a distance of 41.89 feet to a point on the North line of the aforesaid Section 24; thence following said North line
- (14) S. 88° 58' 10" E., 50.0 feet to the place of beginning.

PARCEL VI:

Situate in Section 13, Township 12 South, Range 2 East, M.D.B. & M., Monterey County, California.

Legal description -- page 6:

Being a part of the South one-half of the South one-half of Section 13 T. 12 S., R. 2 E., M.D. B. & M., and also being a portion of that certain 60.30 acre (gross) tract of land designated as Lot 1 of the "Subdivision of Land Belonging to L.S. Hutchings Estate" filed for record in Volume 1 of Surveys at page 69, Records of Monterey County, California and described in a conveyance from Robert Vallandigham, et ux, to Andres Perez, et ux, by Deed dated December 3, 1945 and recorded in Volume 914, Official Records at page 144, Records of Monterey County, California, more particularly described as follows: to-wit:

BEGINNING at a point in the center of the county road and on the Southerly boundary of the aforesaid Lot 1, L.S. Hutchings Estate, from said place of beginning, the one-quarter corner common to Sections 13 and 24 T. 12 S. R. 2 E., M.D.B. & M. bears S. 0° 06' W., 288.8 feet distant thence following the center of said road and Southerly boundary of said Lot 1,

- (1) S. 70° 33' E., 13.1 feet; thence
- (2) S. 55° 37' E., 118.6 feet; thence
- (3) N. 52° 26' E., 126.8 feet; thence
- (4) N. 77° 01' E., 130.4 feet; thence
- (5) S. 72° 57' E., 262.5 feet; thence
- (6) S. 47° 08' E., 83.9 feet; thence leaving the center of the county road and following the boundary between Lot 1 and Lot 2, L. S. Hutchings Estate
- (7) N. 40° 53' 35" E., 28.0 feet; thence leaving the boundary between the aforesaid Lots 1 and 2,
- (8) N. 50° 37' 40" W., 45.07 feet; thence
- (9) N. 61° 21' 00" W., 145.50 feet; thence
- (10) N. 70° 39' 00" W., 102.50 feet; thence
- (11) N. 85° 26' 36" W., 616.03 feet; thence
- (12) S. 85° 49' 55" W., 215.87 feet; thence
- (13) S. 60° 42' 00" W., 85.00 feet; thence
- (14) S. 44° 06' 37" W., 54.64 feet; to a point on curve 25 feet Westerly of and parallel to the center line of Lewis Road (a county road) as said centerline was established in 1953; thence curving

Legal description -- page 7:

- (15) Southwesterly on the arc of a circular curve to the left with a radius of 425 feet (the center of said curve bears S. $38^{\circ} 57' 04''$ E.), through a central angle of $21^{\circ} 57' 26''$, a distance of 162.87 feet; thence tangent to the aforesaid curve.
- (16) S. $29^{\circ} 05' 30''$ W., 170.86 feet to the beginning of a curve to the right; thence tangentially curving
- (17) Southwesterly on the arc of a circular curve to the right with a radius of 475 feet; thence a central angle of $1^{\circ} 20' 44''$, a distance of 11.15 feet to a point on the Southerly boundary of the aforesaid Lot 1, L.S. Hutchings Estate; thence following said Southerly boundary
- (18) S. $88^{\circ} 58' 10''$ E., 56.80 feet; thence leaving the Southerly boundary of said Lot 1
- (19) N. $29^{\circ} 05' 30''$ E., 155.31 to the beginning of a radius return to the right; thence tangentially curving
- (20) Northeasterly, Easterly and Southeasterly on the arc of circular curve to the right with a radius of 70 feet through a central angle of $145^{\circ} 56' 20''$, a distance of 178.30 feet; thence tangent to the aforesaid curve
- (21) S. $4^{\circ} 58' 10''$ E., 70.02 feet to the beginning of a curve to the right thence tangentially curving
- (22) Southeasterly on the arc of a circular curve to the right with a radius of 400 feet, through a central angle of $6^{\circ} 00'$, a distance of 41.89 feet to a point on the Southerly boundary of the aforesaid of Lot 1, L.S. Hutchings Estate; thence following said Southerly boundary
- (23) S. $88^{\circ} 58' 10''$ E., 50.0 feet; thence leaving the Southerly boundary of the aforesaid Lot 1, L.S. Hutchings Estate and curving
- (24) Northwesterly on the arc of circular curve to the left with a radius of 450 feet (the center of said curve bears N. $88^{\circ} 58' 10''$ W.), through a central angle of $6^{\circ} 00'$, a distance of 47.12 feet; thence tangent to the aforesaid curve
- (25) N. $4^{\circ} 58' 10''$ W., 70.02 feet to the beginning of a curve to the left; thence tangentially curving
- (26) Northwesterly on the arc of a circular to the left with a radius of 120 feet; through a central angle of $67^{\circ} 27' 08''$, a distance of 141.27 feet to a point of reverse curvature; thence curving
- (27) Northerly on the arc of a circular curve to the right with a radius of 16.72 feet (the center of said curve bears N. $17^{\circ} 34' 42''$ E.), through a central angle of $123^{\circ} 28' 15''$ a distance of 36.03 feet; thence leaving said curve but not tangent thereto

Legal description -- page 8:

(28) N. $61^{\circ} 19' 20''$ E., 93.17 feet; thence

(29) N. $85^{\circ} 09' 48''$ E., 264.48 feet; thence

(30) S. $73^{\circ} 46' 00''$ E., 161.76 feet to a point on the boundary between Lot 1 and Lot 3 of the aforesaid subdivision of the L. S. Hutchings Estate; thence following said boundary

(31) N. $0^{\circ} 06'$ E., 10.00 feet to the place of beginning..

EXCEPTING THEREFROM that portion lying within Lewis Road.



Information notes:

Lenders special information

1. Effective January 1, 1992 all notarial acknowledgment forms must comply substantially with the language contained in California Civil Code Section 1189 entitled "General Form of Certificate of Acknowledgment" pursuant to Senate Bill 2251, Chapter 1070 of Statutes of 1990. Any documents executed on or after January 1, 1992 and acknowledged in the State of California by a notary public containing other notarial forms or acknowledgments may not be acceptable for recordation. First American Title will make the form available upon request.
2. **This report** is preparatory to the issuance of an ALTA policy of title insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA policy with endorsements 100 and 116 attached.
3. The CLTA 103.1 Endorsement is available for protection from abandoned easements. For active easements the 103.3 or the 103.6 Endorsement may be available, if appropriate.
4. Written lenders instructions must be submitted prior to closing.
5. **If the contemplated loan involves multi-beneficiaries, please contact your escrow officer.**

Notice

Section 12413.1 of the California Insurance Code effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any document in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

Note: This report is subject to a cancellation charge as required by Sections 12404, et seq., of the insurance code of the State of California and Rule No. 2 of the Department of Insurance Bulletin No. NS. 35 E.



*First American Title
Insurance Company*

MAIN OFFICE
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Salinas, CA 95075
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NOTICE

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

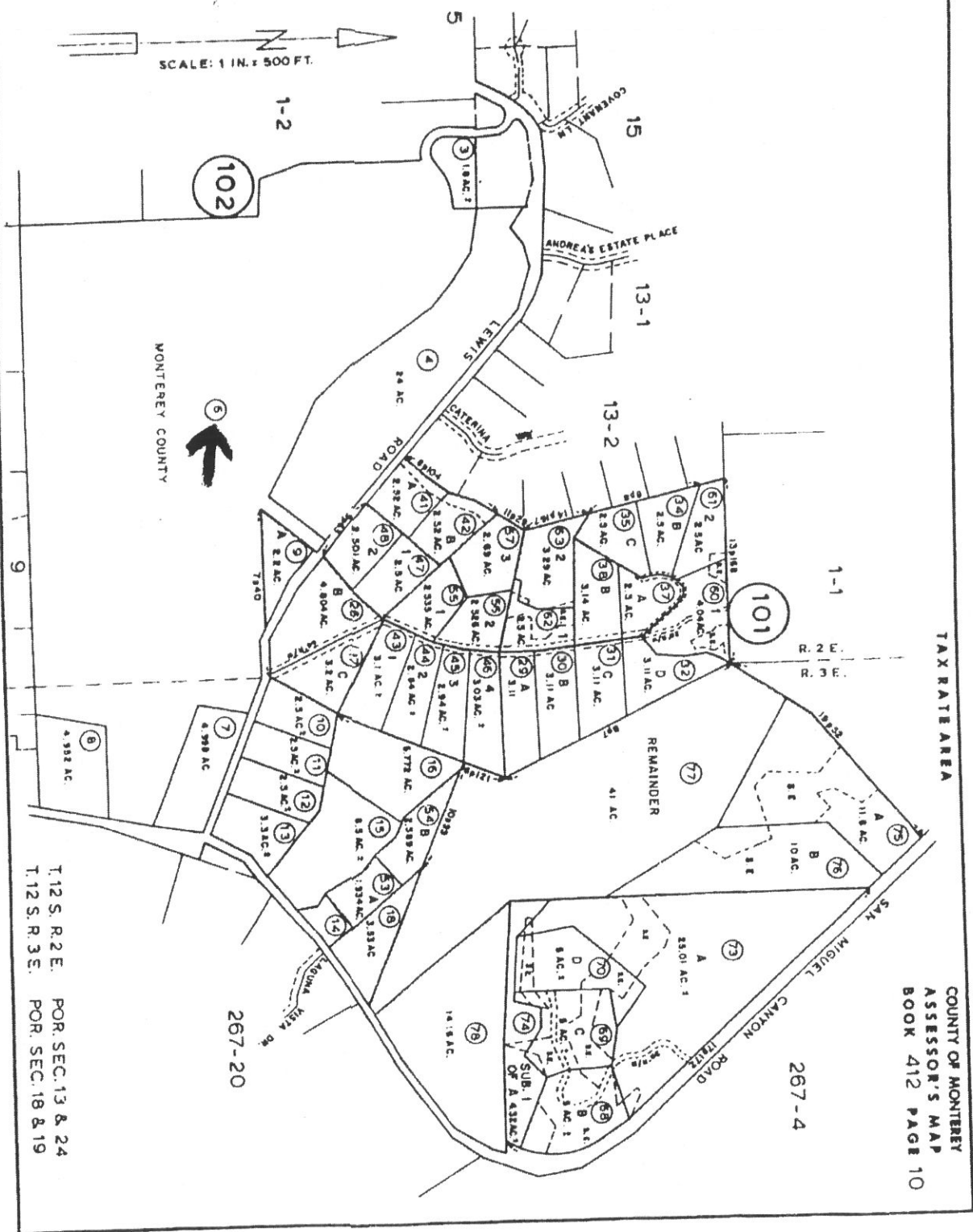
- A. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
- B. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
- C. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow closing officer.

"THIS MAP MAY BE USED AS A GUIDE ONLY. IT IS NOT A SURVEY. THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION. TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP"



T.12S. R.2E. POR. SEC. 13 & 24
 T.12S. R.3E. POR. SEC. 18 & 19

COUNTY OF MONTEREY
 ASSESSOR'S MAP
 BOOK 412 PAGE 10

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- 2 Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
 - 3 Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant, (d) attaching or created subsequent to Date of Policy except to the extent insurance is afforded herein as to any statutory lien for labor or material, (e) to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy.
 - 4 Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

- 1 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.
- 2 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3 Easements, claims of easement or encumbrances which are not shown by the public records.
- 4 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- 5 Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 6 Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any part of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the endorsement thereto or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the endorsement thereto or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3 Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant,
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,
 - (c) resulting in no loss or damage to the insured claimant,
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material, or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy), or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- 4 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy or the obligor, or failure of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.
- 5 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereon, which arose out of the transaction insured by the insured mortgage and is covered by any applicable state or federal law or public or private lending law.
- 6 Any statutory lien for services, labor or materials for the claim of priority of any statutory lien for services, labor or material over the lien of the insured mortgage arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and which is not paid in whole or in part by proceeds of the insured mortgage secured by the insured mortgage which is a part of the insured mortgage, or if the insured has advanced or is obligated to advance.
- 7 Any claim which arises out of the transaction creating the interest of the mortgagee, including any public or private law, regulation or governmental action, or any state involvement or activity, whether such claim is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or similar transfer,
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the provisions of the Uniform Gifts to Minors Act, or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer, except where the preference claim is a result of the failure:
 - (a) to timely record the instrument of transfer, or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. 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
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
3. Easements, claims of easement or encumbrances which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims of title to water
6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a right of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy
 - (c) resulting in no loss or damage to the insured claimant
 - (d) attaching or created subsequent to Date of Policy, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy
4. Any claim which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer, or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure to timely record the instrument of transfer, or
 - (c) of such recitation to impart notice to a purchaser for value or a judgment or lien creditor

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One

1. 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
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
3. Easements, claims of easement or encumbrances which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims of title to water
6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date, unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.