

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

- a. Approve the Parcel Map for a minor subdivision to divide an 80.71 acre parcel into two parcels of 40.41 acres (Parcel 1) and 40.30 acres (Parcel 2);)
- b. Direct the Clerk of the Board to transmit to the County Recorder the Parcel Map for recordation, along with payment of the required recordation fee and Parcel Map Guarantee;)
- c. Direct the Clerk of the Board to transmit to the County Recorder the Flood Plain Notice for recordation; and)
- d. Direct the Clerk of the Board to transmit to the County Recorder the Property Tax Clearance Certification (Subdivision) for filing. (PLN060460/Wilkinson).....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

- a. Approved the Parcel Map for a minor subdivision to divide an 80.71 acre parcel into two parcels of 40.41 acres (Parcel 1) and 40.30 acres (Parcel 2);
- b. Directed the Clerk of the Board to transmit to the County Recorder the Parcel Map for recordation, along with payment of the required recordation fee and Parcel Map Guarantee;
- c. Directed the Clerk of the Board to transmit to the County Recorder the Flood Plain Notice for recordation; and
- d. Directed the Clerk of the Board to transmit to the County Recorder the Property Tax Clearance Certification (Subdivision) for filing.

PASSED AND ADOPTED on this 24th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 24, 2011.

Dated: May 26, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

Exhibit C

**Reduced-size copy of
Parcel Map**

Wilkinson
PLN060460

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

Kenneth E. Wilkinson

AKA KENNETH EARL WILKINSON
AKA KENNETH WILKINSON

Diane Marie Wilkinson

DIANE MARIE WILKINSON
AKA DIANE WILKINSON

Todd A. Wilkinson

TODD A. WILKINSON
AKA TODD WILKINSON

NOTES:
A) THE SIGNATURES OF HOLDERS OF THE FOLLOWING INTEREST ARE NOT REQUIRED PURSUANT TO SECTION 66445 (4) OF THE GOVERNMENT CODE:

1) CHASE BANK USA, N.A.
BENEFICIARY UNDER DEED OF TRUST DOC. NO. 2008047546 (5/26/2006), OF OFFICIAL RECORDS OF MONTEREY COUNTY.

B) THE SIGNATURES OF HOLDERS OF THE FOLLOWING INTEREST MAY BE OBTAINED PURSUANT TO SECTIONS 66436 (c), (3), (A)(1), OF THE GOVERNMENT CODE:

1) AN EASEMENT FOR UTILITIES, ROADWAYS AND PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006051228 OF OFFICIAL RECORDS.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF:

KENNETH WILKINSON

IN AUGUST, 2010, I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I ALSO STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

(SIGNED) BY: *Philip L. Pearman*
PHILIP L. PEARMAN
L.S. No. 4448
LICENSE EXPIRES: 09/30/11

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } SS

ON March 4, 2011 BEFORE ME,
Diane Marie Wilkinson NOTARY PUBLIC,
PERSONALLY APPEARED Kenneth Wilkinson, Diane Wilkinson, Todd Wilkinson
WHO 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/HEY EXERCISED 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: *[Signature]* NO. 7895759
EXPIRES JULY 16, 2014

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } SS

ON _____ BEFORE ME,
_____ NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO 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/HEY 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.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

COUNTY SURVEYOR'S STATEMENT

I, JERRY L. COMBS, COUNTY SURVEYOR OF MONTEREY COUNTY, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP; AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE DIRECTOR OF THE MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PLANNING DEPARTMENT, ON MARCH 24, 2010; THAT ALL THE PROVISIONS OF THE "SUBDIVISION MAP ACT" AS AMENDED, AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY _____ COUNTY SURVEYOR

JERRY L. COMBS
L.S. No. 7544
LICENSE EXPIRES: 12/31/11

NOTES:

THE FOLLOWING INFORMATION IS FOR INFORMATIONAL PURPOSES, DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

1) A SOILS, PERCOLATION, AND FLOOD ANALYSIS REPORT DATED FEBRUARY 2006, HAS BEEN PREPARED ON THIS PROPERTY BY MID-COAST GEOTECHNICAL, INC. AND IS ON FILE IN THE MONTEREY COUNTY RMA-PLANNING DEPARTMENT. THE RECOMMENDATIONS CONTAINED IN SAID REPORT SHALL BE FOLLOWED IN ALL FURTHER DEVELOPMENT OF THIS PROPERTY. (PERMIT CONDITION No.8)

2) A ARCHAEOLOGY REPORT DATED DECEMBER 2005, HAS BEEN PREPARED ON THIS PROPERTY BY C.A. SINGER & ASSOCIATES, INC. AND IS ON FILE IN THE MONTEREY COUNTY RMA- PLANNING DEPARTMENT. THE RECOMMENDATIONS CONTAINED IN SAID REPORT SHALL BE FOLLOWED IN ALL FURTHER DEVELOPMENT OF THIS PROPERTY. (PERMIT CONDITION No.8)

3) A BIOLOGICAL ASSESSMENT REPORT DATED DECEMBER 2005, HAS BEEN PREPARED ON THIS PROPERTY BY SIERRA DELTA CORPORATION, AND IS ON FILE IN THE MONTEREY COUNTY RMA-PLANNING DEPARTMENT. THE RECOMMENDATIONS CONTAINED IN SAID REPORT SHALL BE FOLLOWED IN ALL FURTHER DEVELOPMENT OF THIS PROPERTY. (PERMIT CONDITION No.8)

PARCEL MAP

PLN 060460

SHOWING THE MINOR SUBDIVISION APPROVED MARCH 24, 2010 BY THE DIRECTOR OF THE MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PLANNING DEPARTMENT (RESOLUTION No. 060460) SUBDIVIDING THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 8 EAST, MOUNT Diablo BASE AND MERIDIAN COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR:
MR. & MRS. KENNETH WILKINSON

PREPARED BY:
SALINAS VALLEY SURVEYORS, INC.
210 CAPITOL ST., SUITE No.15 PH: (831) 753-2234
SALINAS, CALIFORNIA 93901 E-MAIL: svsurveyor@att.net

DATE: 02/28/2011
JOB No. 801 SHEET ONE OF TWO

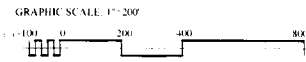
T. 23 S., R. 8 E., M.D.M.

VASUTAKE FAMILY TRUST et al
 DOC No 2009059327
 9/18/2009
 A.P.N. 423-041-034

NOTES:
 (---) COURSES AND DISTANCES SHOWN WITHIN PARENTHESES REFER TO RECORD DATA
 (---) R1 VOL. 25 - SURVEYS - PG. 51
 (---) R2 VOL. 12 - SURVEYS - PG. 159
 (---) R3 VOL. 12 - SURVEYS - PG. 29
 (---) R4 VOL. 15 - SURVEYS - PG. 184
 ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF

LEGEND
 ○ FOUND IRON MONUMENT AS NOTED
 ● SET 5/8" IRON REBAR TAGGED L.S. 4448 UNLESS OTHERWISE NOTED
 --- DENOTES THE LIMITS OF THE LAND SUBDIVIDED BY THIS MAP
 --- DENOTES FENCE LINE
 IP DENOTES IRON PIPE
 FC DENOTES EXISTING FENCE CORNER

BASIS OF BEARINGS:
 THE BEARING OF SOUTH 89°30'46" EAST AS SHOWN ON THE RECORD OF SURVEY MAP FILED APRIL 2, 2002, IN VOLUME 25 OF "SURVEYS" AT PAGE 51, AS FOUND MONUMENTED WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP



PARCEL MAP

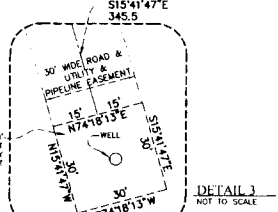
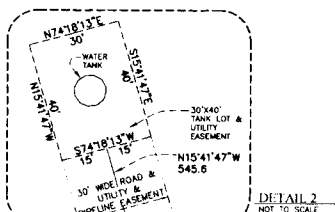
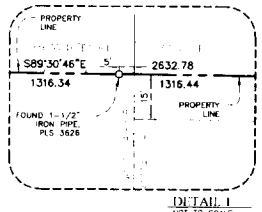
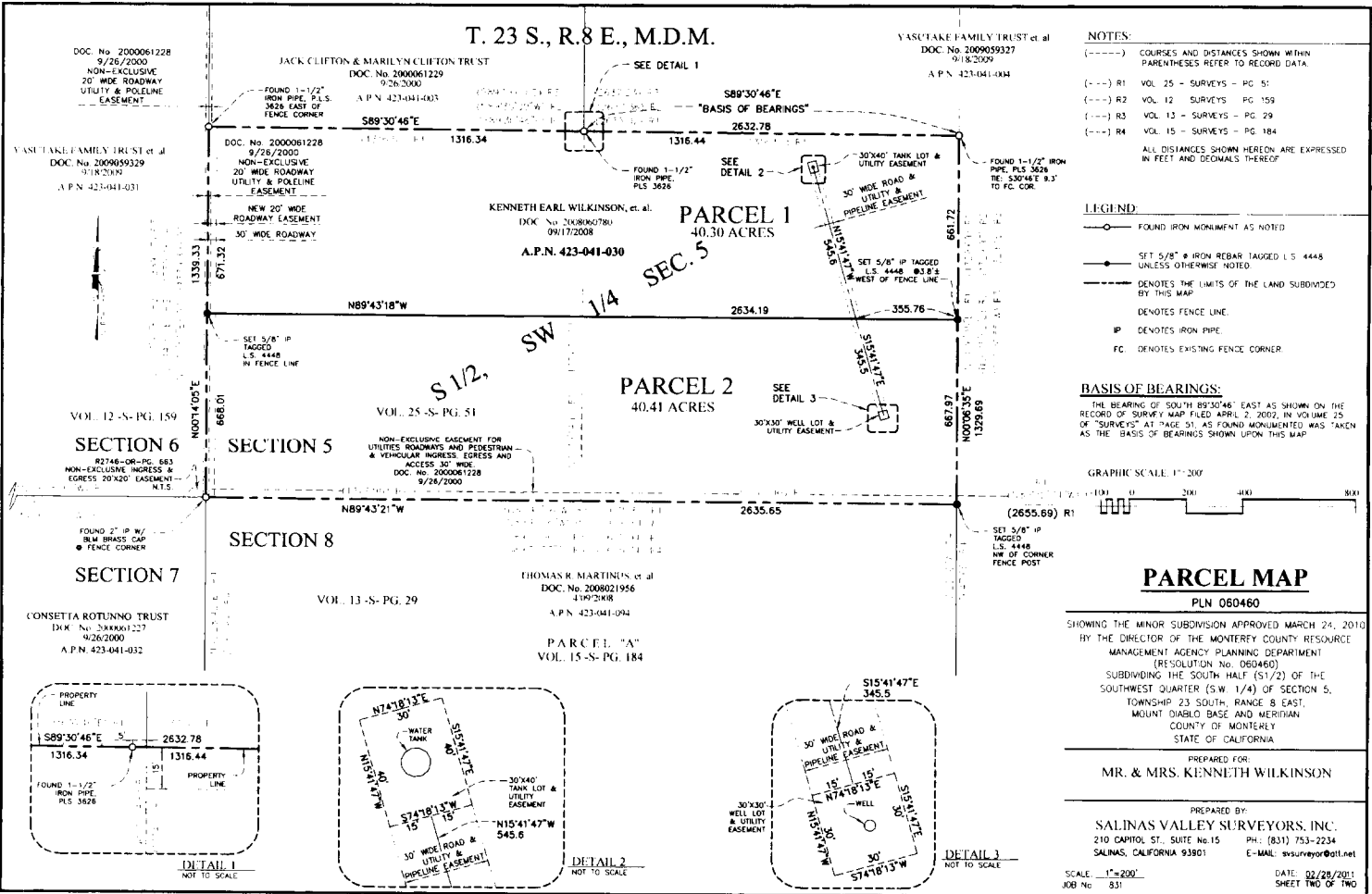
PLN 060460

SHOWING THE MINOR SUBDIVISION APPROVED MARCH 24, 2010 BY THE DIRECTOR OF THE MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PLANNING DEPARTMENT (RESOLUTION NO. 060460) SUBDIVIDING THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 8 EAST, MOUNT Diablo BASE AND MERIDIAN COUNTY OF MONTEREY STATE OF CALIFORNIA

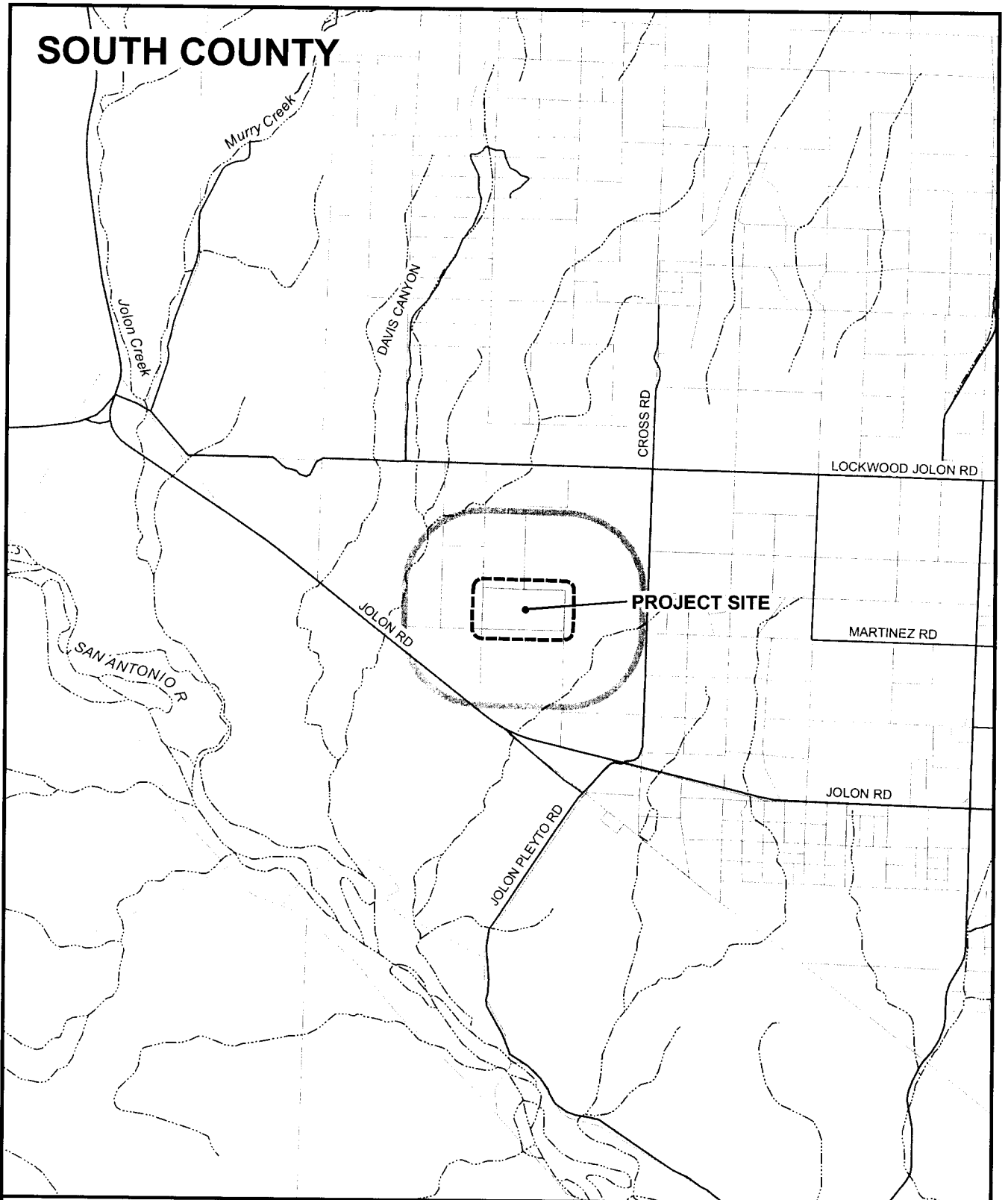
PREPARED FOR:
 MR. & MRS. KENNETH WILKINSON

PREPARED BY:
 SALINAS VALLEY SURVEYORS, INC.
 210 CAPITOL ST., SUITE No.15 PH: (831) 753-2234
 SALINAS, CALIFORNIA 93901 E-MAIL: svsurveyors@att.net

SCALE: 1"=200'
 JOB No: 531 DATE: 02/28/2011
 SHEET TWO OF TWO




SOUTH COUNTY




APPLICANT: WILKINSON

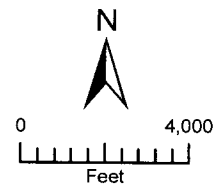
APN: 423-041-030-000

FILE # PLN060460

 300' Limit

 2500' Limit

 City Limits

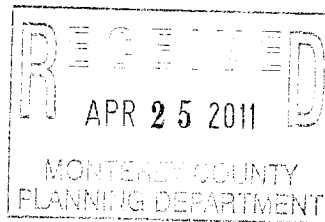


PLANNER: AMADOR

Property Tax Clearance
Certification (Subdivision)

Wilkinson
PLN060460

MONTEREY COUNTY



TREASURER—TAX COLLECTOR

Mary A. Zeeb, Treasurer - Tax Collector

Richard N. Smith, Assistant Treasurer - Tax Collector

168 West Alisal Street, 1st Floor
Salinas, CA 93901

Treasury Division
P.O. Box 1992
Salinas, CA 93902
(831) 755-5015
Fax (831) 424-6536

Tax Collector Division
P.O. Box 891
Salinas, CA 93902
(831) 755-5057
(831) 647-7857
(831) 385-8357
Fax (831) 759-6623
taxcollector@co.monterey.ca.us

Revenue Division
P.O. Box 60
Salinas, CA 93902
(831) 755-5042
Fax (831) 755-5835

PROPERTY TAX CLEARANCE CERTIFICATION (SUBDIVISION)

Parcel Map/

Subdivision: KENNETH WILKINSON MAP

Owner/Subdivider: WILKINSON KENNETH EARL ET AL

I, Mary A. Zeeb Treasurer/Tax collector of the County of Monterey, State of California, hereby certify that all current, supplemental and delinquent taxes have been paid and also an estimate of the amount of taxes that are a lien not yet due and payable per Government Code §66492

Fiscal Year: 2011-2012

Assessor's Parcel Number(s): 423-041-030-000

LOUIS G. SOLTON
Monterey County Treasurer-Tax Collector

By:


Carlos Gomez
Deputy Tax Collector

Date:

4.12.11

THIS TAX CLEARANCE IS VALID THROUGH December 31, 2011

DISCLAIMER: ADDITIONAL SUPPLEMENTAL TAXES AND / OR SPECIAL ASSESSMENTS NOT YET BILLED MAY BECOME A LIEN ON THIS PROPERTY. THESE ASSESSMENTS ARE IN ADDITION TO ANY TAXES THAT MAY HAVE BEEN PREPAID AS A RESULT OF THIS CLEARANCE CERTIFICATION.

RECEIVED APR 14 2011

Parcel Map Guarantee

Wilkinson
PLN060460

PARCEL MAP GUARANTEE

Parcel Map Ref: PLN 060460
Fee: 150.00

Order No: 0192-3718427

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

First American Title Insurance Company
a California corporation, herein called the Company,

GUARANTEES

The County of Monterey and any city within which the land is located, herein called the Assured, against loss not exceeding \$1,000.00 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 stated below:

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.

Dated: February 25, 2011, at 7:30 A.M.

First American Title Insurance Company

First American Title Insurance Company

BY *[Signature]* PRESIDENT

ATTEST *[Signature]* SECRETARY



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:

Kenneth Earl Wilkinson and Diane Marie Wilkinson, husband and wife as Joint Tenants, as to an undivided 28% interest and Todd A. Wilkinson, a married man as his sole and separate property, as to an undivided 72% interest, as Owners

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

SITUATE IN TOWNSHIP 23 SOUTH, RANGE 8 EAST, M.D.M MONTEREY COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2 INCH IRON PIPE STANDING AT THE SOUTHWEST CORNER OF SECTION 5, AS SAID CORNER IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN VOLUME 13 OF "SURVEYS" AT PAGE 29, RECORDS OF MONTEREY COUNTY; THENCE FROM SAID POINT OF BEGINNING

(1) N. 0° 23' 40" E., 1339.07 FEET; THENCE

(2) S. 89° 19' 00" E., 2637.23 FEET; THENCE

(3) S. 0° 26' 55" W., 1329.15 FEET; THENCE

(4) N. 89° 31' 56" W., 2635.94 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM FIFTY PERCENT (50%) OF ALL OIL, GAS AND MINERAL RIGHTS IN AND TO SAID LAND BUT HEREBY RELINQUISH ALL OF THEIR RIGHTS OF ENTRY LYING ABOVE PLANE DISTANCE 500 FEET BELOW THE SURFACE THEREOF FOR THE PURPOSE OF EXPLORING FOR, DRILLING, DEVELOPING, PRODUCING, EXTRACTING, RECOVERING, TRANSPORTING AND REMOVING MINERALS, GAS, OILS, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES SET FORTH IN THE DEED TO VITO ROTUNNO, SR., ET AL, RECORDED MAY 28, 1982 IN REEL 1556 OF OFFICIAL RECORDS OF MONTEREY COUNTY AT PAGE 53.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, MONTEREY COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOCATING A FOUND 2 INCH IRON PIPE STANDING AT THE SOUTHEAST CORNER OF SECTION 6, AS SAID CORNER IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN VOLUME 13 OF "SURVEYS", AT PAGE 29, RECORDS OF MONTEREY COUNTY (HEREIN AFTER REFERRED TO AS POINT "A"); THENCE FROM SAID POINT OF REFERENCE CREATING TWO (2), ADDITIONAL, POINTS OF REFERENCE:

(1) FROM POINT "A" N. 0° 23' 40" E., 20.0 FEET, ALONG THE EAST BOUNDARY OF SAID EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 6, THUS LOCATING POINT "B" AND

(2) FROM POINT "A" N. 89° 28' 13" E., 20.0 FEET, ALONG THE SOUTH BOUNDARY OF SAID EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 6, THUS LOCATING POINT "C".

EASEMENT SHALL BEGIN AT POINT "A" NORTHERLY TO POINT "B" THENCE SOUTHWESTERLY TO POINT "C" THENCE EASTERLY TO THE POINT OF BEGINNING AND THEREBY CREATING A TRIANGULAR EASEMENT WHOLLY WITH THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, AND COLLINEAR ON TWO (2) SIDES WITH THE EAST AND SOUTH BOUNDARIES.

PARCEL III:

SITUATE IN TOWNSHIP 23 SOUTH, RANGE 8 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY/UTILITY AND POLELINE EASEMENT AND THEIR APPURTENANCES ON, OVER, UNDER AND ACROSS A STRIP OF LAND TWENTY (20) FEET IN WIDTH WITH ITS CENTER BEING THE EASTERLY BORDER OF PARCELS 3 AND 4 WITH THE WESTERLY BORDER OF PARCELS 1 AND 2. AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 26, 2000 UNDER RECORDER'S SERIES NO. 2000061228, OFFICIAL RECORDS, SAID EASEMENT TO RUN THE FULL CONTIGUOUS LENGTH OF SAID BORDER.

SAID EASEMENT IS LEGALLY DESCRIBED AS FOLLOWS:

THE CENTER POINT OF THE EASEMENT BEGINNING AT THE NORTHWEST CORNER OF SECTION 5 WHERE IT ADJOINS THE NORTHEAST CORNER OF SECTION 6 AND CONTINUING IN A SOUTHERLY DIRECTION ALONG THE BORDER UNTIL REACHING THE SOUTHWEST CORNER OF SECTION 5, ADJOINING THE SOUTHEAST CORNER OF SECTION 6. SAID CORNERS AND SAID BORDERS ARE SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN VOLUME 12 OF SURVEYS, AT PAGE 159, RECORDS OF MONTEREY COUNTY.

APN: 423-041-030-000

(A) The signatures of holders of the following interest are not required pursuant to Section 66445 (e) of the Government Code.

(1) Chase Bank USA, N.A.

Beneficiary under Deed of Trust Coc. No. 2006047546 (5/26/2006), of Official Records of Monterey County.

(B) The signatures of holders of the following interest may be omitted pursuant to sections 66436 (a), (3), (A), (i) of the Government Code:

(1) An easement for utilities, roadways and pedestrian and vehicular ingress and egress and incidental purposes in the document recorded September 26, 2000 as Instrument No. 2000061228 of Official Records.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;

- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

14. 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 the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.

Floodplain Notice

Wilkinson
PLN060460

When recorded, mail copy to:

MONTEREY COUNTY WATER
RESOURCES AGENCY
PO BOX 930
SALINAS, CA 93902

SPACE ABOVE FOR RECORDER'S USE

FLOODPLAIN NOTICE

1. OWNER(S) NAME: Kenneth E. Wilkinson,
Diane M. Wilkinson, Todd A. Wilkinson

2. APPLICANT(S) NAME: Same as above

3. PERMIT APPLICATION NO.: PLN 060460

4. LOT(S) _____ AS CREATED BY PLN 060460
ORIGINAL ASSESSOR PARCEL NUMBER(S) 423-041-030-000

5. FLOODPLAIN NOTICE:

This property is located within or partially within a Special Flood Hazard Area and may be subject to building and/or land use restrictions.

6. LEGAL DESCRIPTION OF PROPERTY: (Fill in here or attach)

(See recorded map attached)
SEE PROPERTY DESCRIPTION PARCEL 1 AND
PROPERTY DESCRIPTION PARCEL 2 ATTACHED
HERE TO

7. OWNER(S) SIGNATURE(S): (Must be signed before a notary public)

Kenneth E. Wilkinson

DATE: 3-6-2011

Kenneth E. Wilkinson aka Kenneth Wilkinson

Diane M. Wilkinson

DATE: 3-4-11

Diane M. Wilkinson aka Diane Wilkinson

Todd A. W

DATE: 3-4-11

Todd A. Wilkinson aka Todd Wilkinson

THIS SPACE FOR USE BY A NOTARY PUBLIC

State of California

County of Monterey

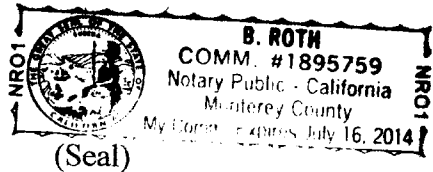
On MARCH 4, 2011 before me, B. Roth, Notary Public, personally appeared Kenneth Wilkinson, Diane Wilkinson, & Todd Wilkinson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

B. Roth



(Seal)

PROPERTY DESCRIPTION
PARCEL 1

Certain real property situate in the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 5, Township 23 South, Range 8 East, Mount Diablo Meridian, County Of Monterey, State of California according to the Official Plat thereof, being a portion of that certain tract of land described in the Grant Deed from Consetta Rotunno and Vito Rotunno, as co trustees of the Consetta Rotunno Trust dated August 12, 2000, to Kenneth Earl Wilkinson, et ux, dated December 20, 2000 and recorded in Document No. 2001004254 (1/22/2001), said portion being more particularly described as follows:

Beginning at a 1-1/2 inch diameter iron pipe standing at the northwest corner of said South half (S ½) of the Southwest Quarter (SW ¼) and running thence, along the North boundary thereof

- 1.) South 89° 30' 46" East, 2632.78 feet to a 1-1/2 inch diameter iron pipe standing at the Northeast corner of said South half (S ½) of the Southwest Quarter (SW¼); thence running along the East boundary thereof
- 2.) South 00° 06'35" West, 661.72 feet to a 5/8 inch diameter iron rod tagged L.S. 4448; thence leaving the last mentioned Easterly boundary
- 3.) North 89° 43'18" West, 2634.19 feet to a 5/8 inch diameter iron rod tagged L.S. 4448 standing in the West boundary of said South half (S ½) of the Southwest Quarter (SW ¼) from which a 2 inch diameter brass "B.L.M." cap set in an iron pipe bears along the last mention Westerly boundary, South 00°14'05" West, 668.01 feet distant; thence running along the West boundary of said Section 5
- 4.) North 00° 14'05" East, 671.32 feet to the Point of Beginning.

Containing an area of 40.30 acres of land, more or less.

COURSES ALL TRUE (Bearings used herein are based on the meridian shown on that certain map filed April 2, 2002, in Volume 25 of "Surveys" at Page 51, records of Monterey County, California.)

SUBJECT TO HOWEVER, any restrictions, conditions, covenants, rights, rights of way, and easements now of record.

Dated: August 26, 2010



This description was prepared by me or
under my direction.

Philip L. Pearman
Philip L. Pearman, L.S. 4448
License Expires 9/30/2011

END OF DESCRIPTION

PROPERTY DESCRIPTION
PARCEL 2

Certain real property situate in the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 5, Township 23 South, Range 8 East, Mount Diablo Meridian, County Of Monterey, State of California, according to the Official Plat thereof, being a portion of that certain tract of land described in the Grant Deed from Consetta Rotunno and Vito Rotunno, as co-trustees of the Consetta Rotunno Trust dated August 12, 2000, to Kenneth Earl Wilkinson, et ux, dated December 20, 2000 and recorded in Document No. 2001004254 (1/22/2001), said portion being more particularly described as follows:

Beginning at a 2 inch diameter brass "B.L.M." cap set in an iron pipe standing at the Southwest corner of said Section 5 and running thence, along the West boundary thereof.

- 1.) North 00° 14' 05" East, 668.01 feet to a 5/8 inch diameter iron rod tagged L.S. 4448; thence leaving the last mentioned Westerly boundary
- 2.) South 89° 43' 18" East, 2634.19 feet to a 5/8 inch diameter iron rod tagged L.S. 4448 standing in the East boundary of said South half (S ½) of the Southwest quarter (SW ¼); thence running along the last mentioned East boundary
- 3.) South 00° 06' 35" West 667.97 feet to a 5/8 inch diameter iron rod tagged L.S. 4448 standing at the Southeast corner of said South half (S ½) of the Southwest quarter (SW ¼) of Section 5; thence running along the South boundary of said Section 5
- 4.) North 89° 43' 21" West, 2635.65 feet to the Point of Beginning.

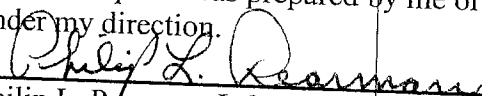
Containing an area of 40.41 acres of land, more or less.

COURSES ALL TRUE (Bearings used herein are based on the meridian shown on that certain map filed April 2, 2002, in Volume 25 of "Surveys" at Page 51, records of Monterey County, California.)

SUBJECT TO HOWEVER, any restrictions, conditions, covenants, rights, rights of way, and easements now of record.

Dated: August 26, 2010

This description was prepared by me or
under my direction.


Philip L. Pearman, L.S. 4448
License Expires 9/30/2011

END OF DESCRIPTION

