

Exhibit E
Parcel Map Guarantee

Charles E. & Judy A. Martin Trust,
Trustees of the Martin Living Trust
PLN070197

FTGIS 2090A

Fee \$: 300.00
No. : 0707007172-MS

Parcel Map :
Reference :

PARCEL MAP GUARANTEE

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,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

GUARANTEES

County of Monterey,

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: January 23rd, 2012 at 7:30:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By

Validating Officer

By

President

Attest

Secretary

e estate or interest in the land hereinafter described or referred to covered by this Guarantee is Fee .

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

Charles E. Martin and Judy A. Martin, Trustees or Successor Trustees of the Martin Living Trust U/D/T dated July 25, 2005

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

Parcel 2 as shown on that certain Parcel Map filed for record in the Office of the County Recorder, Monterey County, California, on May 10, 1974 in Volume 6 of Parcel Maps, Page 84.

Excepting therefrom all that certain property conveyed to Amaral Ranches, a General Partnership by deed recorded December 23, 2011 under Recorder's Series No. 2011073162, Monterey County Records.

Together with all that certain property conveyed from Leavens Ranches, a General Partnership to Charles E. Martin and Judy A. Martin, Trustees or Successor Trustees of the Martin Living Trust U/D/T dated July 25, 2005 by deed recorded October 14, 2011 under Recorder's Series No. 2011058907, Monterey County Records, and together with all that certain property conveyed from Amaral Ranches, a General Partnership to Charles E. Martin and Judy A. Martin, Trustees or Successor Trustees of the Martin Living Trust U/D/T dated July 25, 2005 by deed recorded December 23, 2011 under Recorder's Series No. 2011073161, Monterey County Records.

APN: 216-013-019, Portions of 216-013-022, 024 and 025

EXCEPTIONS:

- 1. Taxes and assessments, general and special, for the fiscal year 2012 - 2013, a lien, but not yet due or payable.

Code No. : 076-007
Assessor's Parcel No : Portion 216-013-019
Portion 216-013-022
Portion 216-013-025
Portion 216-013-024

- 2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

- 3. Water rights, claims or title to water, whether or not shown by the public records.

An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : The Pacific Gas and Electric Company, a California corporation
For : Poles, wires, cables, etc. with ingress and egress
Recorded : September 29, 1986 in Reel 2006 of Official Records, Page 511

Affects : That portion of said land as therein provided

5. Matters as contained or referred to in an instrument,

Entitled : Road Maintenance
Executed By : Becdehubmar Land Company, a General Partnership
Dated : August 21, 1986
Recorded : October 24, 1986 in Reel 2016 of Official Records, Page 379

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Pacific Bell, a corporation
For : Underground communication facilities, etc.
Recorded : October 10, 1989 in Reel 2421 of Official Records, Page 1063
Affects : Said portion being more specifically described as a strip of land five (5.0) feet in width, two and one-half (2.5) feet on each side of the centerline as staked and agreed upon by the Grantor and Grantee

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Pacific Bell, a corporation
For : Underground communication facilities, etc.
Recorded : October 10, 1989 in Reel 2421 of Official Records, Page 1069
Affects : Said portion being more specifically described as a strip of land five (5.0) feet in width, two and one-half (2.5) feet on each side of the centerline as staked and agreed upon by the Grantor and Grantee

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Reserved By : Pacific Bell, Grantee, its successors and assigns
For : Utilities
Recorded : November 8, 1989 in Reel 2433 of Official Records, Page 1030

Affects : A strip of land five (5.0) feet in width, two and one half (2.5) feet on each side of Centerline of trench dug for specific purposes for buried facilities, placed as staked and agreed upon by Grantor and Grantee. Exact location not described.

9. Matters in an instrument entitled "Notice of Manufactured Home (Mobilehome) or Commercial Coach, Installation on a Foundation System,"

Executed By : Duke M. Martin for Edward & Mavis Martin
Dated : May 14, 1999
Recorded : May 25, 1999 in Official Records under Recorder's Series Number 9940063

Returned to Address : Monterey County Planning & Building Inspection, 240 Church St., Salinas, CA 93901

10. Matters as contained or referred to in an instrument,

Entitled : Farmland Security Zone Contract No. 2007-005
Executed By : County of Monterey, a political subdivision of the State of California and J.G. Leavens Trust, Paul J. Leavens, Trustee (Owner:Escolle Road Ranch) and Leavens Ranches (Owner: Escolle 2 and Escolle 3)
Recorded : November 30, 2006 in Official Records under Recorder's Series Number 2006105604

Which Among Other Things Provides : The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained, This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts, as necessary. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

Returned to Address : Darlene Drain, Clerk to the Board of Supervisors, 168 W. Alisal Street, First Floor, Salinas, California 93901

Said matters affect portion from Leavens to Martin by Deed #2011058907.

11. Matters as contained or referred to in an instrument,
 - Entitled : Indemnification Agreement
 - Executed By : County of Monterey, a political subdivision of the State of California and Charles E. and Judy A. Martin, Trustees of the Martin Living Trust U/D/T July 25, 2005
 - Recorded : May 18, 2011 in Official Records under Recorder's Series Number 2011028181

12. Conditions contained and/or referred to in an instrument,
 - Entitled : Permit Approval Notice
 - By : Charles E. & Judy A. Martin, Trustees of the Martin Living Trust U/D/T July 25, 2005
 - Recorded : May 18, 2011 in Official Records under Recorder's Series Number 2011028182

13. Matters as contained or referred to in an instrument,
 - Entitled : Notice
 - Executed By : Charles E. & Judy A. Martin, Trs of the Martin Living Trust U/D/T July 25, 2005
 - Recorded : May 18, 2011 in Official Records under Recorder's Series Number 2011028183

14. Matters as contained or referred to in an instrument,
 - Entitled : Water and Well Lot Agreement
 - Executed By : J.J. & H. Violini, a California General Partnership and Charles Martin and Judy Martin
 - Recorded : July 14, 2011 in Official Records under Recorder's Series Number 2011038414
 - Which Among Other Things Provides : Grant to Violini of a well lot and easements to maintain Water System and distribution system

15. Liens and charges for upkeep and maintenance as provided in the above mentioned Water and Well Lot Agreement, if any, where no notice thereof appears on record

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

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

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

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

3. PROSECUTION OF ACTIONS

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

4. NOTICE OF LOSS – LIMITATION OF ACTION

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

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this

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

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

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

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it, (to be completed by each Company to fill its own needs).

10. THE FEE SPECIFIED ON THE FACE OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.