

Attachment C

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SUBDIVISION GUARANTEE

Fee: \$150.00

No.: PLN 100065

Subdivision: Ventana Property Holding LLC

First American Title Insurance Company
a corporation

GUARANTEES

The County of Monterey and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Ventana Property Holdings LLC, a California Limited Liability Company, as Owner

The signatures of the owners of the following interests may be omitted pursuant to Section 66445(e) of Title 7, Division 2 of Government Code.

1. Pacific Gas and Electric Company, a Corporation-Easement Holder under Document recorded May 4, 1932 in Vol. 334, of Official Records, Page 132.
2. Ottavio Del Ponte-Easement Holder under Document recorded May 11, 1944 in Vol. 830 of Official Records, Page 45.
3. Alfred Clark, et al. Easement Holder under Document recorded August 16, 1944 in Vol. 842 of Official Records, Page 145.
4. Road and incidental purposes-easement under Document recorded July 29, 1992 in Book 17, Page 131 of Surveys.
5. American Agcredit, FLCA, a Corporation as Beneficiary of American Agcredit, FLCA, as Trustee under Deed of Trust recorded June 22, 2017 in Document 201703376 Official Records.
6. Michael J. Orradra and Mary F. Orradra, Trustees of the 1988 Orradra Family Trust u/d/t Dated April 26, 1988, Bruce M. Sterten and Beth E Sterten, Trustees of the Sterten Family Trust Dated October 23, 1995 as Beneficiary under a Deed of Trust recorded June 22, 2017 in Document No. 201703379 Official Records or Old Republic Title Company, a California Corporation as Trustee.

The map hereinbefore referred to is a subdivision of:

PARCEL ONE:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO LOS COCHES, COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED UNDER "PARCEL I" AND "PARCEL II" IN THE GRANT DEED FROM JAMES DOUGLAS MEADOR AND LUANN SULLIVAN MEADOR, HUSBAND AND WIFE AS COMMUNITY PROPERTY TO VENTANA PROPERTY HOLDINGS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, DATED 09/05/2006 AND RECORDED IN DOCUMENT NO. 2006079712 ON SEPTEMBER 11, 2006, RECORDS OF MONTEREY COUNTY, CALIFORNIA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE HEREINBEFORE MENTIONED "PARCEL I" AND RUNNING THENCE, ALONG THE SOUTHERLY BOUNDARY THEREOF

- 1.) SOUTH $61^{\circ} 46' 53''$ WEST, 5016.47 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 40 FOOT WIDE STRIP OF LAND DESCRIBED UNDER "PARCEL 2" IN THE DEED FROM LEOTA L. CLARK, ET AL, TO THE COUNTY OF MONTEREY, FOR PURPOSE OF A PUBLIC HIGHWAY AND COUNTY ROAD (ZABALA ROAD -DISTRICT NO. 3- ROAD NO. 296), ACCEPTED BY THE BOARD OF SUPERVISORS ON AUGUST 14, 1944, AND RECORDED IN VOLUME 842 OF OFFICIAL RECORDS AT PAGE 145 AND FOLLOWING, ON AUGUST 16, 1944, RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING THE BOUNDARY OF SAID "PARCEL I" AND RUNNING ALONG THE LAST MENTIONED ROAD LINE
- 2.) CURVING TO THE RIGHT ON THE ARC OF A CIRCULAR CURVE, CONCAVE TO THE NORTH (THE CENTER OF THE CIRCLE WHICH SAID ARC IS A PART BEARS NORTH $28^{\circ} 13' 07''$ WEST) WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF $83^{\circ} 44' 22''$, FOR A DISTANCE OF 365.38 FEET; THENCE LEAVING SAID CURVE TANGENTIALLY
- 3.) NORTH $34^{\circ} 28' 45''$ WEST 426.73 FEET; THENCE
- 4.) NORTH $26^{\circ} 22' 15''$ WEST, 574.91 FEET; THENCE
- 5.) NORTH $25^{\circ} 22' 18''$ WEST, 1456.68 FEET, MORE OR LESS TO THE BOUNDARY OF THE HEREINBEFORE MENTIONED "PARCEL II", AT A POINT FROM WHICH THE MOST WESTERLY CORNER OF SAID "PARCEL I" BEARS ALONG THE BOUNDARY THEREOF SOUTH $67^{\circ} 20' 56''$ WEST, 242.83 FEET DISTANT; THENCE LEAVING THE LAST MENTIONED ROAD LINE AND RUNNING ALONG THE BOUNDARY OF SAID "PARCEL II"
- 6.) SOUTH $67^{\circ} 20' 56''$ WEST, 142.74 FEET; THENCE
- 7.) NORTH $34^{\circ} 39' 32''$ EAST, 461.49 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 0.85 ACRE TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM JAMES DOUGLAS MEADOR TO KVL HOLDINGS, INC., A DELAWARE CORPORATION DATED MARCH 23, 1993 AND RECORDED ON REEL 2967 AT PAGE 693, AND FOLLOWING ON JULY 12, 1993, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING THE BOUNDARY OF THE HEREINBEFORE MENTIONED "PARCEL II" AND RUNNING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID 0.85 ACRE TRACT OF LAND
- 8.) NORTH $34^{\circ} 39' 32''$ EAST, 3038.32 FEET, MORE OR LESS TO THE NORTHEASTERLY BOUNDARY OF THE HEREINBEFORE MENTIONED "PARCEL I"; THENCE LEAVING THE BOUNDARY OF SAID 0.85 ACRE TRACT OF LAND AND RUNNING ALONG THE LAST MENTIONED NORTHEASTERLY BOUNDARY
- 9.) SOUTH $55^{\circ} 53' 38''$ EAST, 4839.46 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE HEREINBEFORE DESCRIBED TRACT OF LAND, LYING WITHIN THE LIMITS OF LOS COCHES ROAD (FORMALLY KNOWN AS ZABALA ROAD, ROAD NO. 296-DISTRICT NO. 3) AS DESCRIBED UNDER PARCEL 2 IN THE DEED FROM LEOTA L. CLARK ET AL, TO THE COUNTY OF MONTEREY DATED APRIL 14, 1944 AND RECORDED ON AUGUST 16, 1944 IN VOLUME 842 OF OFFICIAL RECORDS AT PAGE 145, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

COURSES ALL TRUE. BEARINGS USED HEREIN ARE BASED ON THE MERIDIAN SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED ON APRIL 12, 2007 IN VOLUME 29 OF SURVEYS AT PAGE 9, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 10, 2012, AS INSTRUMENT NO. 2012-9286 OF OFFICIAL RECORDS.

PARCEL TWO:

AN EASEMENT FOR ROADWAY PURPOSES, 24.00 FEET WIDE, LYING 24.00 FEET WESTERLY FROM (MEASURED AT RIGHT ANGLES) THE FOLLOWING DESCRIBED EASTERLY BOUNDARY OF SAID HEREINBEFORE MENTIONED 328.30 ACRE TRACT OF LAND AS SAID EASTERLY BOUNDARY WAS ADJUSTED AS SHOWN ON SAID HEREINBEFORE MENTIONED MAP FILED IN VOLUME 17 OF SURVEYS AT PAGE 131, RECORDS OF SAID COUNTY.

BEGINNING AT THE NORTHEASTERLY CORNER AS ADJUSTED AND SHOWN ON SAID MAP FILED IN VOLUME 17 OF SURVEYS AT PAGE 131, RECORDS OF SAID COUNTY, FROM WHICH A ½" REBAR CAPPED "LS 3753" BEARS ALONG THE NORTHERLY BOUNDARY OF SAID 328.30 ACRE TRACT OF LAND N. 55° 53' 38" W., 12.00 FEET DISTANT, THENCE RUNNING ALONG SAID EASTERLY BOUNDARY

(1) S. 34° 39' 45" W., 3500.02 FEET, AT 360.12 FEET A ½" REBAR CAPPED "LS 3753", AT 3038.51 FEET A ½" REBAR CAPPED "LS 3753" FROM WHICH A ½" REBAR CAPPED "LS 3753" BEARS N. 9° 29' 13" W., 17.23 FEET DISTANT, 3500.02 FEET TO A ½" REBAR CAPPED "LS 3753"; THENCE

(2) S. 67° 22' 17" W., 100.09 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID 328.30 ACRE TRACT OF LAND.

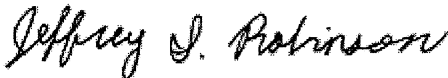
THE WESTERLY SIDELINE OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED AS NECESSARY TO CONNECT WITH THE NORTHEASTERLY AND SOUTHWESTERLY BOUNDARY OF SAID 328.30 ACRE TRACT OF LAND, AS CONTAINED IN THE DEED FROM KVL HOLDINGS, INC., A DELAWARE CORPORATION, RECORDED JUNE 12, 1993 IN REEL 2967, PAGE 695, OFFICIAL RECORDS OF MONTEREY COUNTY.

Dated: January 22, 2018

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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.

CLTA Subdivision Guarantee (4-10-75)

(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.