

Exhibit E

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HEARING SUBMITTAL
PLN180466 - T&B Sprague LLC
Submitted to the Planning
Commission on 9-10-19
Planning Commission - 09-11-19

From: [Pham-Gallardo, Son x5226](#)
To: [McDougal, Melissa x5146](#)
Subject: FW: Concern regarding PLN180466
Date: Wednesday, September 4, 2019 9:56:47 AM

Please see below.

Sincerely,

Son Pham-Gallardo
Associate Planner
Monterey County Resource Management Agency
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
Office: (831) 755-5226
www.co.monterey.ca.us/rma/

From: Nick Franscioni <Nick@roarwines.com>
Sent: Wednesday, September 4, 2019 9:55 AM
To: Pham-Gallardo, Son x5226 <Pham-GallardoS@co.monterey.ca.us>
Subject: Concern regarding PLN180466

[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Son Pham-Gallardo,

Thank you for the public notice, we as a commercial enterprise express our concern about the plan to allow volatile manufacturing set forth in the notice of public hearing, regarding Project File No. PLN180466. Additionally we are letting you know that we plan to be there and wish to be heard. Any additional information that you can send me prior to the hearing date would be greatly appreciated.

Regards,
Nick

From: [Pham-Gallardo, Son x5226](#)
To: [McDougal, Melissa x5146](#)
Subject: FW: T & B Sprague
Date: Monday, September 9, 2019 9:49:53 AM
Attachments: [CC&R"S.pdf](#)

Please see below and attached.

Sincerely,

Son Pham-Gallardo
Associate Planner
Monterey County Resource Management Agency
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
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From: Linda Ausonio Grier <linda@ausonio.com>
Sent: Wednesday, September 4, 2019 4:56 PM
To: Pham-Gallardo, Son x5226 <Pham-GallardoS@co.monterey.ca.us>
Subject: RE: T & B Sprague

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The applicable paragraph is on page 16, paragraph 4. Based on the definition of "volatile manufacturing", this use would not be allowed in the industrial park.

Linda Grier

Castroville Industrial Park
Owner's Association
11420 A Commercial Parkway
Castroville, CA 95012
831-632-7054 (Direct)
831-633-3371 (Main office)
831-970-5344 (Mobile)
linda@ausonio.com

From: Pham-Gallardo, Son x5226 <Pham-GallardoS@co.monterey.ca.us>
Sent: Wednesday, September 4, 2019 4:50 PM
To: Linda Ausonio Grier <linda@ausonio.com>
Subject: T & B Sprague

Hi Linda,

Please send me the information discussed, thank you.

Sincerely,

Son Pham-Gallardo

Associate Planner

Monterey County Resource Management Agency

1441 Schilling Place, 2nd Floor

Salinas, CA 93901

Office: (831) 755-5226

www.co.monterey.ca.us/rma/

C 46905

REEL 1371 PAGE 613

29

RECORDED AT REQUEST OF

Title Insurance and Trust Company

Nov 6 10 08 AM '79

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OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

REEL 1371 PAGE 613

CASTROVILLE INDUSTRIAL PARK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MAY 1, 1979

C 46905

COMINOS, SHOSTAK & EPSTEIN
ATTORNEYS AT LAW
10 WEST ALISAL STREET
SALINAS, CALIFORNIA 93901
AREA CODE 408
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422-7444

CASTROVILLE INDUSTRIAL PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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When Recorded return to:

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10 West Alisal Street
Salinas, CA 93901

REEL 1071 PAGE 616

CASTROVILLE INDUSTRIAL PARK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION IS MADE this 1st day of May, 1979, CASTROVILLE HOLDING COMPANY, a California partnership (hereinafter called "Declarant").

RECITALS

A. This Declaration affects all that certain real property (hereinafter called the "Park") which is situated in the vicinity of the Town of Castroville, County of Monterey, State of California, and is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference. The Park shall hereinafter be known as the CASTROVILLE INDUSTRIAL PARK.

B. Declarant intends to develop the Park as a planned and landscaped business/industrial complex of high quality which will provide enterprise and employment opportunities for residents of the Castrovilla Area.

NOW, THEREFORE, effective as of the date this instrument is recorded in the Official Records of Monterey County, Declarant hereby declares that all of the property in the Park is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and limitations hereinafter set forth, all of which are declared to be in furtherance of a plan for the subdivision, improvement, and the lease or sale of Sites in the Park, and are established for the purpose of enhancing the value, desirability, and attractiveness of said property and every part thereof.

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All of said covenants, conditions, restrictions and limitations shall run with said real property and every part thereof, shall bind all parties having or acquiring any right, title or interest in said real property or any part thereof, shall be for the benefit of each owner of any portion of said property, or any interest therein, and shall inure to the benefit of and bind each successor in interest of the owners thereof.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

1. Architect. "Architect" shall mean a person holding a currently valid and effective certificate to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business and Professions Code of the State of California.

2. Beneficiary. "Beneficiary" shall mean, with respect to any Deed of Trust on any portion of the Park, the holder of record of the security interest under such Deed of Trust.

3. Building. "Building" means the main portion of any building or similar structure and all projections or extension thereof, including garages, outside platforms and docks.

4. Declarant. "Declarant" shall mean CASTROVILLE HOLDING COMPANY, a California partnership, its successors and assigns, and Declarant's assigns shall be deemed to include any party whom Declarant designates, by means of a notice recorded

in the Official Records of Monterey County, as the party who, from and after the date such notice is recorded, will perform Declarant's functions under this Declaration.

5. Deed of Trust. "Deed of Trust" shall mean, with respect to any portion of the Park, a duly recorded deed of trust mortgage or other instrument which creates a lien on the portion of the Park it purports to describe.

6. Improvements. The term "improvements" shall include Buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.

7. Lot. "Lot" means each lot shown on the parcel or subdivision map, or maps for CASTROVILLE INDUSTRIAL PARK.

8. Owner(s). "Owner(s)" shall mean any person, firm, corporation or other legal entity (including Declaration) which owns fee title to a Site, as shown by the Official Records of the County of Monterey, provided, however, that a Beneficiary shall not be deemed an Owner. Further, "Owner(s)" does not mean mortgagees, trustees and beneficiaries of deeds of trust or holders of any indebtedness secured by a mortgage or deed of trust.

9. Site. "Site" or "Sites" shall mean a contiguous area of land in the Park which is owned by record by the same Owner, whether or not shown as one parcel, or whether shown as a combination of parcels or portions of parcels, on any recorded map of the Park.

10. Visible From Neighboring Property. The term "Visible from Neighboring Property" shall mean, with respect to an object on a Site, that such object will be visible to a person who is six feet tall and has 20/20 vision, if such person stands on any other Site at an elevation no higher than the elevation of the base of such object.

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ARTICLE II
ADDITION OF PROPERTY TO THE PARK

At any time while Declarant owns twenty percent (20%) or more of the area within the Park (excluding dedicated public streets) Declarant may add to the Park all or any portion of any land which is contiguous, unless separated by a public street, to the perimeter of the Park, which land Declarant now owns or hereafter acquires. Declarant may effect such addition by, and only by, recording, with respect to such land, a Supplemental Declaration of Covenants, Conditions and Restrictions which contains and applies to such land all the provisions of this instrument and which expressly states that such land is to be included in the Park for all the purposes of this Declaration in the same manner as if it were originally covered by this Declaration. Said Supplemental Declaration shall contain, among other provisions, a reference to this instrument, including the date and place of its recordation in the Official Records of Monterey County.

ARTICLE III
APPROVALS

1. Approval Required. No improvement shall be made, maintained, altered or permitted to remain within the Park unless and until final plans and specifications showing the plot layout, all exterior elevations with materials, graphics and colors thereof, signs, fencing and landscaping shall have been submitted to and approved in writing by Declarant. Final plans and specifications shall be submitted to Declarant in writing in triplicate over the authorized signature of the Owner, lessee, licensee or other occupant of the Site or its authorized agent prior to submittal of said plans to the County of Monterey for any permit. Changes in approved plans and specifications

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which materially affect building size, placement, landscaping or external appearance must be similarly submitted to and approved by Declarant.

2. Basis for Approval. The Declarant shall base its approval (or disapproval) on considerations which shall include among other things:

- (a) the adequacy of site dimensions;
- (b) conformity and harmony of external design with adjoining sites;
- (c) the nature of improvements on adjoining sites;
- (d) the types of operations and uses thereof;
- (e) relation of topography, grade and finish ground elevation of the site being improved to that of the adjoining sites;
- (f) proper facing of main elevation with respect to nearby streets;
- (g) adequacy of screening of mechanical air conditioning or other roof top installations; and
- (h) conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

3. Presumptive Approval. If Declarant fails either to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Declarant has approved said plans and specifications. If within said sixty (60) day period Declarant gives written notice of the fact that a reasonable additional period is required for the approval of such plans and specifications, there shall be no presumption that the same are approved until the

expiration of the extended period set forth in said notice. Such presumptive approval of plans and specifications shall be subject to all the restrictions set forth in this Declaration.

4. Estoppel Certificate. Within thirty (30) days after written demand is delivered to and upon payment of a reasonable fee (not to exceed \$25.00) established by Declarant, Declarant shall execute and record an Estoppel Certificate which certifies to Declarant's knowledge as of the date thereof that either (a) all improvements made or other work done on or within a Site comply herewith or (b) such improvements or work do not so comply, in which event the certificate shall identify the noncomplying improvements or work and set forth with particularity the reasons for such noncompliance. Any lessee, purchaser or encumbrancer in good faith for value shall be entitled to rely on such a certificate with respect to the matters set forth therein, such matters being conclusive as between the Declarant and all such subsequent parties in interest.

5. Variances. Declarant may grant variances which permit construction of Improvements on a Site which would otherwise violate the provisions of this Declaration.

6. Liability. Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed on account of:

- (a) the approval or disapproval of any plans, drawings and specifications whether or not defective;
- (b) the construction or performance of any work whether or not defective;
- (c) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications
- (d) the development of any property within the Park; or
- (e) the execution and filing of an Estoppel Certificate pursuant to the preceding paragraph whether or not the facts therein are correct, provided that the Declarant

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has acted in good faith.

7. Review Fee. An Architectural review fee shall be paid to Declarant at such time as plans and specifications are submitted for approval. The architectural review fee shall be \$100.00.

ARTICLE IV
REGULATION OF IMPROVEMENTS

1. Minimum Setback Lines. No Improvements shall be constructed upon any Site within forty (40) feet of the right-of-way line of any public street. No Improvement other than landscaping, paving and fences shall be constructed upon any Site within twenty (20) feet of any other Site. Declarant may approve lesser setback lines if in its opinion a variation would be compatible with the general development of Declarant.

2. Exceptions to Setback Requirements. The following structures and improvements are specifically excluded from the foregoing setback requirements:

- (a) Roof overhang subject to the specific approval of Declarant in writing;
- (b) Steps, walks and walkways subject to the specific approval of Declarant in writing;
- (c) Paving and associated curbing, except that vehicle parking areas shall not be permitted within twenty (20) feet of any street property line;
- (d) Fences, except that no fence shall be placed within the street setback area unless specific approval is given by Declarant in writing;
- (e) Landscaping, as set forth in Section 10, Article IV of this Declaration;
- (f) Planters, not to exceed three (3) feet in height;
- (g) Signs, as set forth in Section 8, Article IV of this Declaration.

3. Ground Coverage. No more than fifty percent (50%) of the land area within a Site shall be covered by a Building(s).

4. Completion of Improvements

(a) Proceeding with Work. Upon receipt of approval from Declarant pursuant to Article III of this Declaration, the Owner or lessee to whom the same is given shall as soon as

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practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations and excavations. In all cases work shall be commenced within one year from the date of such approval. If there is a failure to comply with this paragraph, then the approval given pursuant to Article III of this Declaration shall be deemed revoked unless Declarant upon request made prior to the expiration of said one year period extends the time for commencing work.

(b) Completion of work. In any event, construction, refinishing or alteration of any such improvements shall be completed within two years after the commencement thereof except for so long as such completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner, lessee, licensee or occupants or their agents. Failure to comply with this paragraph shall constitute a breach of this Declaration and subject the defaulting party or parties to all the remedies or enforcement procedures available hereunder or at law or in equity.

5. Excavation. No excavation shall be made on, and no sand, gravel, soil, or other material shall be removed from, any Site, except in connection with the construction of Improvements. Upon completion of such construction, exposed openings shall be backfilled to grade, and disturbed ground shall be graded level and paved or landscaped in conformity with the requirements of this Declaration.

6. Signs. No signs or displays shall be erected on any Improvements or land in the Park, except a sign which identifies the name, business and products of the occupants of the Site. In any event, no signs of any type shall be permitted unless specific approval is given by Declarant in writing. No such approval shall be required as a condition to the erection and maintenance by Declarant or any single assignee of all Declarant's

interest in the Park of signs advertising the Park.

7. Real Estate and Construction Signs. All signs relating to the sale, leasing, financing and construction within the Park shall comply with the provisions of Section 6, Article IV of this Declaration and with uniform standards and design adopted by Declarant for such signs. No more than one such sign shall be displayed on any site at one time.

8. Passenger Parking Areas. There shall be maintained on each Site facilities for parking and passenger loading and unloading sufficient to serve the business conducted thereon without using adjacent streets therefor. The number of parking spaces required shall be one space per two hundred and fifty (250) square feet of office space and one space per one thousand (1,000) square feet of warehouse space. The size of parking spaces shall satisfy the requirements of applicable law, including without limitation, applicable ordinances of the County of Monterey. If parking requirements increase as a result of change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this paragraph. Parking shall be laid out and constructed in accordance with the plans approved by the Declarant, and shall be maintained thereafter in good condition and repair. Parking shall not be permitted between public street pavements and the street property line or closer than twenty (20) feet of any right-of-way line of any street or between any building and any street.

9. Freight Loading and Unloading. Improvements shall be designed and located on each Site so that vehicles may not be loaded or unloaded on or from any street. Sufficient space for loading and unloading (according to the reasonable requirements of the occupant of the Site) shall be provided on each Site. Loading and unloading docks shall be set back a minimum of

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sixty (60) feet from the street curb line, unless specific approval is given by Declarant in writing, and shall be screened to minimize the effect from the street and from the adjoining Sites. No railroad track shall be constructed between the street property line and any Building unless authorized in writing by Declarant. Declarant shall regulate the operation and maintenance of the railroad tracks within the Park.

10. Landscaping. Every Site on which a Building shall have been placed shall be landscaped and maintained in accordance with the plans and specifications submitted to and approved by Declarant pursuant to Article III of this Declaration. Landscaping as approved by Declarant shall be installed within ninety (90) days of occupancy or completion of the Building, whichever occurs first, unless Declarant approves in writing another completion date. After completion such landscaping shall be maintained in a sightly and well-kept condition. In general, Declarant will not approve landscaping plans which do not provide for:

- (a) landscaping the areas between public street pavements and the street property line (excluding driveways);
- (b) at least two-thirds (2/3) of the surface area of said setback area to be maintained in lawns and other landscaping; and
- (c) an automatic sprinkler system.

11. Storage Areas. No materials, supplies, equipment or trash containers, or trash or refuse, shall be stored on a Site except:

- (a) inside a Building, or
- (b) behind a visual barrier which screens the stored material from view from street and adjoining Sites, which barrier shall not be less than six (6) feet in height, or rise two (2) feet above the stored

matter, whichever is higher. Storage areas shall not be located between a Building and a street. All storage areas shall be treated so as to minimize dust in a manner approved by Declarant.

12. Maintenance. All Improvements on each Site, including without limitation, all walks, driveways, parking areas, landscaping, and the exterior of all structures on each Site, shall be maintained in good order, repair and condition. All exterior surfaces shall be maintained in first-class condition and shall be repainted at least once in every five (5) years.

13. Building Specifications. All buildings and improvements shall be constructed and maintained by the Owner in accordance with the following standards, unless an exception is approved by Declarant in writing:

- (a) Maximum building height shall be forty-five (45) feet for primary Building and twenty (20) feet for any accessory Building;
- (b) Exterior Walls shall be masonry, concrete or approved equivalent material;
- (c) Exterior walls shall be painted or otherwise finished in a manner acceptable to Declarant. Exterior walls shall not be repainted or refinished unless and until Declarant shall have approved the color and finishing materials to be used;
- (d) Construction using trusses and composition roof shall be permitted but shall be constructed in such a manner as to be concealed from view from ground level;

- (e) All on-site electrical, telephone, and other utility lines shall be underground, and shall not be exposed on the exterior of any Building or Improvement;
- (f) All electrical and mechanical apparatus, equipment, fixtures (other than lighting fixtures), conduit, ducts, vents, flues and pipes located on the exterior of any Building shall be concealed from view from streets and from Buildings on other Sites, and shall be architecturally treated in a manner approved by Declarant.

ARTICLE V
COMMON LANDSCAPING AND FENCING

1. Assessments. The cost of maintaining landscaping and fencing which is installed in the Park by CASTROVILLE INDUSTRIAL PARK OWNERS ASSOCIATION, or by Declarant (hereinafter called "common landscaping and fencing") shall be borne by the Owners as follows:

- (a) Within thirty (30) days prior to the beginning of each calendar year, Declarant shall estimate the total cost for maintaining common landscaping for such year (including a reasonable provision for contingencies and less any expected income and any surplus from the prior year's fund).
- (b) The amount so computed shall be assessed to the Owner on a square foot basis with appropriate consideration and credit for slope, flood plain and archeological preserve.
- (c) Each Owner shall be obligated to pay all assessments made hereunder to Declarant annually prior to

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January 15 of each year or in such other manner as Declarant shall designate. Interest shall accrue on unpaid assessments at the rate of nine percent (9%) per annum from the date such assessments are due. In any legal proceeding brought by Declarant to collect delinquent assessments, the Owner who is in default shall be obligated to pay for the costs and expenses of such proceeding, including reasonable attorney's fees.

2. Limitation on Expenditures. Assessments collected by Declarant hereunder shall be used for the purpose of maintaining common landscaping and fencing and for the cost of any administrative expenses reasonably incurred in connection therewith, including any expenses incurred in connection with the collection of such assessments.

3. Right of Entry - Maintenance. Declarant or its agents shall have the right at any reasonable time to enter upon any Site for the purpose of repairing, maintaining or installing common landscaping and fencing and for such other purposes as are reasonably related to such repair, maintenance and installation. Declarant shall use due diligence and reasonable care in repairing, maintaining and installing common landscaping and fencing to see that such repair, maintenance and installation does not interfere with the Owner's use of its Site.

4. Subdivision - Fencing and Landscaping. Declarant shall, as part of the subdivision improvements:

- (a) Cause to be constructed and installed the fencing along Blackie Road frontage;
- (b) Landscape the entrances to the subdivision along Blackie Road consistent with the design and plan

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approved by the Director of Planning of the County of Monterey;

- (c) Street trees, not less than one hundred (100) in number, and not smaller than fifteen (15) gallon in size, shall be planted along the subdivision street;
- (d) Fencing to protect archaeological sites situated on Lot 40 shown on the final map of the subdivision shall be installed;
- (e) All graded areas of the street shall be planted so as to control erosion as required by the County Supervisors of the County of Monterey;
- (f) The fencing and landscaping referred to in this Paragraph 4 shall, after initial installation by Declarant, be kept up, maintained and repaired by the CASTROVILLE INDUSTRIAL PARK OWNERS ASSOCIATION pursuant to the provisions contained herein;

5. Rear Boundary Fencing. Within ninety (90) days of the occupancy or completion of any Building on a Site, whichever occurs first, the Owner, at his sole cost, shall cause to be constructed and erected fencing over and along the entire rear boundary (except where terrain makes installation impracticable) a fence of the type, design, height and other specifications in accordance with plans approved by the Declarant. The Owner of the Site shall maintain such fencing in good order and condition.

ARTICLE VI REGULATION OF USES

1. Permitted Uses. Unless otherwise specifically prohibited herein, or by applicable law, any business/industrial use will be permissible if it is performed or carried out entirely within a

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Building that is so designed and constructed that the enclosed uses do not cause or produce a nuisance to adjacent Sites. Permitted uses will include manufacturing, processing, storage, wholesaling, office uses, laboratory uses, professional uses and research and development.

2. Conditional Uses. The following operations and uses will be permitted only upon the review and approval of the specific use by Declarant and County of Monterey:

- (a) Motor vehicle service stations, including vehicle repair;
- (b) Ancillary commercial uses reasonably required for the convenience of occupants of the Park (including, but not limited to banks, savings and loan companies, restaurants, post offices, cleaners, barber and beauty shops);
- (c) Manufacture and testing of food products and pharmaceuticals;
- (d) Trucking establishments;
- (e) Transmitters, repeater stations and towers for transmission of radio, television, and microwave signals, towers and relay stations for telephone and electric lines, and transmission of electrical energy and telephone signals;
- (f) Public utility facilities;
- (g) Trade schools;
- (h) Veterinary hospitals;
- (i) Laundry, cleaning and dyeing plants;
- (j) Textile manufacture (exclusive of tanning animal hides);
- (k) Fabrication of wood products.

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3. Prohibited Uses. The following operations and uses shall not be permitted on any property subject to this Declaration:

- (a) Residential;
- (b) Trailer courts;
- (c) Labor camps;
- (d) Junk yards;
- (e) Commercial excavation of building or construction materials;
- (f) Distillation of bones;
- (g) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;
- (h) Fat rendering;
- (i) Stock yard or slaughter of animals;
- (j) Refining of petroleum or of its products;
- (k) Smelting of iron, tin, zinc, or other ores;
- (l) Cemeteries;
- (m) Jail or honor farms.

4. Nuisances. No noxious or offensive activity shall be carried on nor shall anything be done on any Site which may be or become an annoyance or nuisance to the Owners or occupants of other Sites, or which will be offensive to the Owners or occupants of other Sites by reason of odor, fumes, discharge of any chemical or industrial waste above or below ground, dust, dirt, fly-ash, smoke, noise, glare or which will be hazardous by reason of danger of fire or explosion or any other hazard.

5. Right of Entry. During reasonable hours, and subject to reasonable security requirements, Declarant, or its authorized representative, shall have the right to enter upon and inspect any Building, Site or parcel and the Improvements thereon for the purpose of ascertaining whether or not the provisions of this

Declaration have been or are being complied with, and shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VII
CASTROVILLE INDUSTRIAL PARK OWNERS ASSOCIATION

1. Membership. Each Owner shall be a member of the CASTROVILLE INDUSTRIAL PARK OWNERS ASSOCIATION, an unincorporated association (hereinafter called the "Association").

2. Transfer of Rights and Duties. The rights and duties of Declarant under this Declaration shall be transferred to and automatically assumed by the Association upon the occurrence of the earliest of the following:

- (a) The sale of one hundred percent (100%) of CASTROVILLE INDUSTRIAL PARK by Declarant to Owners as evidenced by the Official Records of the Monterey County Recorder; or
- (b) The recordation by Company of an appropriate instrument with the Monterey County Recorder transferring the rights and duties of Declarant under this Declaration to the Association.

3. Organization. Declarant shall cause by-laws or rules of procedure to govern the operation of the Association to be drafted and adopted. Such by-laws may be amended only by the Declarant at any time that the Declarant owns any interest in the Park.

ARTICLE VIII
DURATION, MODIFICATION AND APPEAL

1. Duration of Restrictions. This Declaration shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject hereto (subject, however, to amendment and repeal as provided for herein) until January 1, 2020. Unless within one year prior to January 1, 2020, there shall be recorded an instrument directing the

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termination of this Declaration signed by Owners of not less than two-thirds in area of the Property then subject hereto, this Declaration, as in effect immediately prior to the expiration date, shall continue automatically without any further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of any such period this Declaration is terminated as set forth in this paragraph.

2. Extinguishment, Continuation and Modification.

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of forty (40) years from the date hereof; provided, however, that this Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended with the written consent of the Owners of sixty-five percent (65%) of the land in CASTROVILLE INDUSTRIAL PARK (exclusive of portions thereof now or hereafter dedicated to public use); provided, further, that so long as Declarant owns any interest in CASTROVILLE INDUSTRIAL PARK no such termination, extension, modification or amendment shall be effective without the written consent of Declarant. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the Recorder of Monterey County, California.

ARTICLE IX
ENFORCEMENT

1. Interpretation. In case of uncertainty as to the meaning of any article, section, subsection, paragraph, sentence, clause, phrase or word of this Declaration, the interpretation of Declarant shall be final, conclusive and binding upon all interested parties.

2. Abatement and Suit. Violation or breach of any restriction herein contained shall give to Declarant the right to enter upon the property upon or as to which said violation or breach exists

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and summarily to abate and remove, at the expense of the Owner, lessee or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation. In addition, every Owner of property in the Park shall have the right, in the event of violation or breach of any restriction herein contained, to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

3. Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any Owner or lessee of property subject hereto.

4. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5. Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any Owner to enforce any restriction herein contained

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shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

ARTICLE X
MISCELLANEOUS PROVISIONS

1. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, partnership, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, partnership, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term Declarant as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as this Declaration may be terminated, extended, modified or amended under Section 2 of Article VIII. Any assignment or appointment made under this section shall be in recordable form, and shall be recorded in the Official Records of Monterey County.

2. Construction Notice and Acceptance. Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the property made subject hereto is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said property.

3. Waiver. Neither Declarant nor its successors or assigns shall be liable to any Owner, lessee, licensee, or occupant of land subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner, lessee, licensee or occupant of any of said property by acquiring his interest therein agrees that he will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief.

4. Mutuality, Reciprocity; Runs with Land. All covenants, restrictions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel now or hereafter made subject to this Declaration; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns, and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

5. Rights of Beneficiaries. No breach of the restrictions and other provisions contained herein shall defeat or render invalid the lien of any Deed of Trust now or hereafter executed upon land subject to these restrictions; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and his successors and assigns shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

6. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

7. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed as of the day and year first above written.

CASTROVILLE HOLDING COMPANY, a
California Partnership

By Andrew Ausonio
Andrew Ausonio

By Theodore H. Cominos
Theodore H. Cominos

By Gary Quattrin
Gary Quattrin

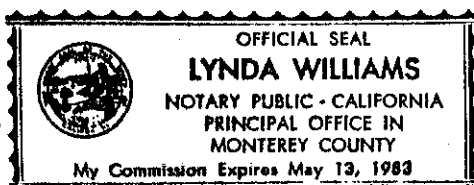
By Harry N. Cominos
Harry N. Cominos

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

DECLARANT

On this 19th day of June, 1979, before me, LYNDA WILLIAMS, a notary public of the State of California, duly commissioned and sworn, personally appeared ANDREW AUSONIO, THEODORE H. COMINOS, GARY QUATTRIN and HARRY N. COMINOS known to me to be partners of CASTROVILLE HOLDING COMPANY, the partnership that executed the within instrument, and acknowledge to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year in this Certificate first above written.



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Lynda Williams
Notary Public

ALL THAT REAL PROPERTY SITUATE IN THE RANCHO BOLSA NUEVA Y MORO COJO, COUNTY OF MONTEREY, STATE OF CALIFORNIA:

Being a portion of the tract of land shown on that certain map entitled "Record of Survey of property of Katherine Hurley and Anna Hurley" filed for record December 7, 1954 in Volume 5 of Surveys, at Page 19, Monterey County Records, described as follows:

BEGINNING at the Southwest corner of said tract of land above referred to; thence along the Westerly line of said tract of land,

1. North 13° 55' 35" West, 1060.53 feet to the most Southerly corner of the parcel of land described in the Deed from Castroville Properties Inc., a corporation to Castroville Marketing Association, a California Corporation recorded April 30, 1964 in Reel 315 of Official Records of Monterey County, at Page 505; thence along the Southeasterly and Easterly boundary lines of said parcel of land so conveyed to Castroville Marketing Association,
2. North 47° 34' 40" East, 585.06 feet and
3. North 13° 55' 17" West, 1223.11 feet to a point on the Southerly right of way line of Blackie Road, which is distant Southeasterly 42.00 feet, measured at right angles from the centerline of Blackie Road; thence parallel with said centerline of Blackie Road
4. North 47° 35' 42" East, 630.59 feet; thence leaving said Southerly right of way line
5. South 13° 56' 33" East, 233.31 feet; thence
6. North 76° 03' 27" East, 40.00 feet to a point in the Westerly line of Parcel "A" as shown on the Parcel Map recorded August 13, 1974 in Book 7 of Parcel Maps, at Page 8, Monterey County Records; thence along said Westerly line of Parcel "A"
7. South 13° 56' 33" East, 395.27 feet to a point which bears North 13° 56' 33" West, 95.00 feet from the most Southerly corner thereof; thence leaving said Westerly line of Parcel "A"
8. North 59° 45' 16" East, 228.87 feet to a point in the Easterly line of said Parcel "A"; thence along said Easterly line of Parcel "A"
9. North 13° 55' 38" West, 175.21 feet; thence leaving said Easterly line
10. North 76° 04' 22" East, 65.00 feet; thence northerly and parallel with said Easterly line of Parcel "A"
11. North 13° 55' 38" West, 563.59 feet to a point in a curve of Radius 1358 feet; which curve is concentric with and Southeasterly 42.00 feet, measured radially, from the centerline of Blackie Road as the same now exists; thence
12. Northeasterly, from a tangent which bears North 50° 15' 25" East, along said curve of Radius 1358 feet concave to the Southeast, through a central angle of 17° 02' 59", an arc distance of 404.11 feet; thence tangent to the last named curve;
13. North 67° 18' 24" East, 171.28 feet to a point in the Easterly line of said tract of land shown on the Record of Survey recorded in Volume 5 of Surveys, at Page 19; thence along said last mentioned Easterly line

14. South 14° 04' 00" East, 1884.14 feet; thence leaving said last mentioned Easterly line.
15. South 84° 10' 00" West, 113.83 feet; thence
16. South 3° 08' 00" East, 776.97 feet; thence
17. South 48° 09' 00" West, 357.19 feet; thence
18. South 2° 43' 00" East, 245.34 feet; thence
19. South 58° 37' 52" West, 49.74 feet; thence
20. North 34° 49' 45" West, 61.02 feet; thence
21. South 55° 10' 15" West, 50.00 feet; thence
22. South 34° 49' 45" East, 58.00 feet; thence
23. South 58° 37' 52" West, 388.15 feet; thence
24. South 4° 06' 00" East, 139.89 feet to a point in the Southerly line of said tract of land shown on the Record of Survey recorded in Volume 5 of Surveys, at Page 19, Monterey County Records; thence along said last mentioned Southerly line
25. South 85° 30' 02" West, 852.30 feet to the point of beginning.

END OF DOCUMENT