

Attachment A

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When recorded return to:
**MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY
PLANNING DIVISION**
168 West Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Property Owner's Name.:	Mark Haddawy
Property Historic Name.:	The "William Shaw House" 9260 Pias Ranch Road, Big Sur
Permit No.:	PLN200215
Assessor's Parcel Number:	419-251-018-000

HISTORIC PROPERTY CONTRACT

THIS HISTORIC PROPERTY CONTRACT is made and entered into this 9th day of December, 2020, by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereafter "County"), and **Mark Haddawy** (hereafter "Owner").

RECITALS

WHEREAS, Owner is the owner of that certain real property located within the County of Monterey, State of California, together with associated structures and improvements thereon, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereafter "Historic Property"). The Historic Property is located at the street address 9260 Pias Ranch Road, Big Sur, California; and

WHEREAS, Owner holds all right, title, and interest in the Historic Property or has received and furnished to the County written authorization from all persons and entities having any right, title, or interest in the Historic Property to execute this contract on their behalf; and

WHEREAS, on April 8, 2014, pursuant to California Government Code Section 50280, et seq. (known as the Mills Act), the County adopted an ordinance establishing a Mills Act Program, as codified in Monterey County Code Chapter 18.28, that authorizes the County to enter into Historic Property Contracts with the owners of qualified historical properties to provide for the appropriate use, maintenance, and restoration of historic properties in exchange for preferential property taxes; and

WHEREAS, the Owner filed an application with the County Resource Management Agency (now the Housing and Community Development Department) for an Historic Property Contract (PLN200215) and has expressly requested that the Owner and County, for their mutual benefit, enter into this contract to protect and preserve the characteristics of historical significance of the Historic Property as described in the Work Program attached hereto as Exhibit "B" and incorporated herein by reference, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Sections 439 through 439.9 of the California Revenue and Taxation Code, as may be periodically amended; and

WHEREAS, the Historic Property meets the definition of "Qualified Historical Property" as set forth in section 18.28.030 of the County Code; and

WHEREAS, the Historic Property is not subject to any recorded notice of violation; and

WHEREAS, the Historic Resources Review Board of the County, on November 12, 2020, evaluated the application for a Historic Property contract pursuant to the requirements of Chapter 18.28 of the Monterey County Code, made a finding that the property qualifies for an exception to the valuation limits as set forth in Section 18.28.040 of the Monterey County Code, found the property eligible for a Historic Property Contract, and authorized negotiations for a Historic Property Contract with Owner (Resolution No. 20-006); and

WHEREAS, pursuant to Chapter 18.28 of the County Code, this contract requires approval by the Board of Supervisors and all persons and entities having any right, title, or interest in the Historic Property; and

WHEREAS, this contract is intended to run with the land and be binding upon Owner and Owner's heirs, executors, administrators, trustees, successors, and assigns; and

WHEREAS, the Owner and the County have negotiated the terms of this contract in accordance with the requirements of state law and Chapter 18.28 of the Monterey County Code; and

WHEREAS, the County finds that approval of this contract is categorically exempt under the California Environmental Quality Act pursuant to Section 15331 because the work program under the contract is limited to the preservation, rehabilitation, and maintenance of the Historic Property in a manner consistent with the Secretary of the Interior's Standards for the treatment of Historic Properties.

NOW, THEREFORE, County and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. TERM OF CONTRACT.

This contract shall become effective on the 1st day of January 2021 and shall remain in full force and effect for an initial term of ten (10) years. The initial term of ten years shall be measured as commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract (hereafter "Anniversary Date"). This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term, unless the contract is not renewed as set forth in section 18.28.120 of the County Code and paragraph 9 of this contract or unless the contract is cancelled as provided in section 18.28.140 of the County Code and paragraph 12 of this contract.

2. RESTRICTIONS ON TREATMENT OF PROPERTY

During the term of this contract, and any and all renewals thereof, the Owner of the Historic Property described in Exhibit "A" agrees and commits to restore,

rehabilitate, and/or preserve said property in conformance with the Work Program set forth in Exhibit “B” and in conformance with all of the following rules and regulations:

- (a) The rules and regulations of the California Office of Historic Preservation;
- (b) The Secretary of the Interior’s standards for the treatment of historic properties; and
- (c) The California Building Standards Code (Title 24 of the California Code of Regulations) including the State Historic Building Code (Part 8 of Title 24) where applicable, including any modifications duly adopted by the County.

Owner further agrees that, at such time that rehabilitation or restoration of the subject property is achieved and so long as the contract is in effect, Owner commits to be responsible for appropriate maintenance and preservation of the Historic Property in accordance with the Secretary of the Interior’s standards for the treatment of historic properties.

3. SUBJECT TO ORDINANCES.

This contract does not relieve the Owner from compliance with all applicable Federal laws, State laws, and County rules, regulations, policies, permit requirements, and associated fees, including those needed to carry out the provisions of this contract.

4. PLAQUE.

Owner shall install and maintain a bronze plaque not to exceed six (6) square feet in size, identifying the property as a historic property. The proposed sign shall be submitted for to the Director of Planning or his or her designee for review and approval prior to installation.

5. PROPERTY TAX VALUATION.

During the term of this contract, the Historic Property, or portion thereof not excepted pursuant to paragraph 6, shall be eligible for property tax valuation pursuant to Sections 439 through 439.4 of the California Revenue and Taxation Code, as may be periodically amended, as determined by the County Assessor and County property tax assessment process. Owner understands and acknowledges that this contract must be approved, fully executed, and recorded in the Office of the Recorder of the County of

Monterey on or before December 31 of a calendar year to be eligible for property tax reassessment for the following fiscal year.

6. APPLICABILITY.

During the period this contract is in effect, the Historic Property shall be eligible for property tax valuation as an enforceably restricted historical property pursuant to state law. In the event that only a portion of a property or structure is the subject of this contract, only that portion covered by the contract shall be considered for preferential property tax assessment treatment under state law. The rest of the property or structure shall be subject to standard property tax assessment, and the total assessed value shall be a combination of the appropriate valuations as determined by the County Assessor

7. INSPECTIONS.

Owner agrees to allow periodic examinations, upon reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the County, other agencies, and, other County officials and/or their designated representatives as may be necessary to determine Owner's compliance with the terms and provisions of this contract.

8. PROVISION OF INFORMATION.

Owner agrees to furnish the County with any and all information requested by the County which the County deems necessary or advisable to determine compliance with the terms and provisions of this contract, including but not limited to submittal of the following information at least ninety (90) days prior to each annual Anniversary Date of this contract:

- (a) Color photos of actual work done in conformance with this contract;
- (b) Receipts and copies of financial transactions related to work carried out in conformance with this contract;
- (c) Copies of building permits and/or planning entitlements for work carried out in conformance with this contract;
- (d) Responses to the yearly questionnaire provided by the Director of Planning;

- (e) Such other information as may be required by the Director of Planning.

At least sixty (60) days prior to the tenth (10th) Anniversary Date of this contract, Owner shall submit a report from a qualified historian to the Director of Planning. The report shall describe the work carried out pursuant to this contract and shall recommend any appropriate improvements needed to achieve rehabilitation, restoration, or preservation of the Historic Property. Based on those recommendations, the County may require an amendment to the contract pursuant to paragraph 11 of this contract.

Failure to furnish required information in a timely manner may result in cancellation of the contract pursuant to paragraph 12 of this contract. During the life of this contract, Owner shall maintain and preserve all records related to work carried out in conformance with this contract. The County shall have the right to examine, monitor, and audit the records of Owner related to work carried out in conformance with this contract.

9. NOTICE OF NONRENEWAL.

Non-renewal of this contract shall be governed by state law, the procedures set out in Chapter 18.28 of the County Code, and this contract. If the Owner desires in any year not to renew this contract, the Owner shall serve written notice of non-renewal to the Director of Planning and the Clerk of the Board of Supervisors at least ninety (90) days prior to the annual Anniversary Date. If the County Board of Supervisors determines, following a noticed public hearing, not to renew the contract, the County Board of Supervisors or their authorized designee shall serve written notice of the non-renewal on the Owner at least sixty (60) days prior to the annual Anniversary Date. Unless the notice of non-renewal is served by the Owner or the County in accordance with these requirements, one year shall automatically be added to the term of the contract on the anniversary date.

Upon receipt by Owner of a notice from the County for non-renewal of the contract, Owner may make a written protest of the notice to the Board of Supervisors. Such protest must be in writing and filed with the Clerk of the Board of Supervisors within ten (10) days after the written notice of non-renewal was mailed to Owner. If a written notice of protest is timely filed, the Clerk of the Board will schedule the protest

for a noticed public hearing before the Board of Supervisors within sixty (60) days of the filing of the protest and notify Owner of the hearing date. The Board of Supervisors may, at any time prior to the Anniversary Date, withdraw the notice of non-renewal.

10. EFFECT OF NOTICE OF NON-RENEWAL.

If this contract is not renewed pursuant to Chapter 18.28 of the County Code and paragraph 9 above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be. Following non-renewal of the contract, the property shall be assessed in accordance with state law (section 439.3 of the California Revenue and Taxation Code, as may be periodically amended). Termination of this contract does not in itself change the historic nature of the Historic Property.

11. AMENDMENTS TO CONTRACT.

This contract may be amended, in whole or in part, upon mutual written agreement of Owner and the County pursuant to the procedures set out in Section 18.28.130 of the County Code. Such amendments must be in writing and approved by Owner and the County Board of Supervisors. The executed amendment must be recorded in the Office of the Recorder of the County of Monterey no later than 20 calendar days after County execution of the amendment.

12. CANCELLATION.

County, following the process set forth in Section 18.28.140 of the County Code, may cancel this contract if the County finds based on substantial evidence that one of the following conditions has occurred:

- (a) The Owner has breached any of the conditions of this contract; or
- (b) The Owner has failed to preserve, restore, or rehabilitate the property in the manner specified in this contract; or
- (c) The Owner has allowed the property to deteriorate to the point that it no longer meets the definition of a qualified historic property; or
- (d) The Owner has failed to submit in a timely manner the information requested by the County for the County's annual compliance review.

13. EFFECT OF CANCELLATION.

If this contract is cancelled pursuant to paragraph 12, the contract shall become immediately null and void. In addition, the Owner shall pay a cancellation fee equal to twelve and one half percent (12 ½%) of the Historic Property's current fair market value, as determined by the County Assessor as though the property were free of this contractual restriction. The cancellation fee shall be paid to the County Auditor, at the time and in the manner that the County Auditor shall prescribe.

14. EMINENT DOMAIN OR OTHER ACQUISITION.

In the event that the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the Board of Supervisors to frustrate the purpose of the contract, such contract shall be canceled and no cancellation fee shall be imposed. Cancellation pursuant to this paragraph shall render this contract null and void.

15. LIABILITY AND INDEMNIFICATION.

Owner agrees to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from any claim, action, or proceeding against the County arising in connection with approval of this contract excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Additionally, Owner makes and accepts this contract upon the express condition that the County, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Owner, or property of any kind whatsoever and to whomsoever belonging, including Owner, from any cause or causes whatsoever, while in, upon, or in any way connected with the property, and for any damages, losses or liabilities in connection with labor and materials for work performed on the property, excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Owner hereby covenanting and agreeing to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. Owner shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Owner is obliged to indemnify, defend, and hold harmless the County under this contract.

16. NOTICE.

All notices required or permitted by this contract shall be given in writing and shall be mailed or delivered in person. If mailed, notice shall be sent to Owner and County at the following addresses:

Owner:

Mark Haddawy

8006 Melrose Ave.

Los Angeles, CA 90046

County: County of Monterey

Housing and Community Development Department

1441 Shilling Pl. 2nd floor

Salinas CA, 93901

In case of a change of address of a party, that party shall provide written notice to the other party of the change of address within 30 days of the change of address.

17. RECORDATION.

Owner acknowledges that this contract shall be recorded. No later than twenty (20) calendar days after execution by all parties of this contract, the Clerk of the Board shall cause a copy of the executed contract to be recorded in the Office of the Recorder of the County of Monterey. Upon non-renewal or cancellation of this contract pursuant to paragraphs 9 or 12 respectively, a notice of said non-renewal or cancellation, in a form acceptable to County Counsel and the Director of Planning, shall be recorded in the Office of the Recorder of the County of Monterey.

18. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the Historic Property described in Exhibit "A" and shall be binding upon, and insure to the benefit of, all successors in interest of the Owner, including the heirs, executors, administrators, trustees, successors, and assigns of Owner. A successor in interest shall have the same rights and obligations under the contract as the original owner who entered into

the contract. In the event that the property described in Exhibit "A" is annexed to a city, this contract shall be transferred from County to the city acquiring jurisdiction. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit "A" annexed to the city.

19. AUTHORITY

Owner warrants hereby that Owner holds all right, title, and interest in the Historic Property or has received written authorization from all persons and entities having any right, title, or interest in the Historic Property to execute this contract on their behalf and has furnished a copy of that written authorization to the County. Owner further warrants that the individual executing this contract is duly authorized by Owner to execute this contract on Owner's behalf and to bind Owner to the terms and conditions of this contract.

20. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of California.

21. CONSTRUCTION OF AGREEMENT

County and Owner agree that each party has fully participated in the review and revision of this contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this contract or any amendment to this contract.

22. COUNTERPARTS

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. INTEGRATION

This contract, including the exhibits, represent the entire agreement between the County and Owner with respect to the subject matter of the agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral,

relating to the subject matter hereof between the County and Owner as of the effective date of this agreement.

IN WITNESS WHEREOF, County and Owner have executed this contract as of the day and year written below.

By: _____
Mark Haddawy

Date: _____

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On _____ before me, _____, a 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/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 _____

(Seal)

County of Monterey

By: _____
Chris Lopez, Chair
Monterey County Board of Supervisors

Date: _____

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On _____ before me, _____, a
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/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 _____

(Seal)

ATTEST:

DATED: _____.

Valerie Ralph
Clerk of the Board

Approved as to form:

Leslie J. Girard, County Counsel

By: _____

DATED: _____

Type/Print Name: _____
Wendy S. Strimling, Assistant County Counsel

Approved as to content:

County Housing and Community Development Department

By: _____

DATED: _____

Type/Print Name: _____

EXHIBITS ATTACHED:

HISTORIC PROPERTY CONTRACT

1. ***EXHIBIT "A":*** Full legal description of the entire property for which the Historic Property Contract is being considered. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.
2. ***EXHIBIT "B":*** A copy of the Work Program.

Exhibit A

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**SHAW HOUSE, 9260 PIAS RANCH ROAD
BIG SUR, CALIFORNIA**

**COUNTY OF MONTEREY
MILLS ACT CONTRACT APPLICATION**

COPY OF GRANT DEED

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0723009200-MW

APN: 419 251 018

When Recorded Mail Document and Tax Statements to:

Mark Haddawy

8006 Melrose Avenue

Los Angeles , CA 90046

Stephen L. Vagnini
Monterey County Recorder

Recorded at the request of

Old Republic Title

CRMARIA
7/01/2013
8:00:00

DOCUMENT: 2013041479



Titles: 1/ Pages: 9

Fees . . . 36.00

Taxes . . . 4,125.00

Other . . .

AMT PAID \$4,161.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$4,125.00

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: () City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mary Morse Shaw, Trustee of the William Vaughan Shaw Marital Trust - Trust B under the William Vaughan Shaw and Mary Morse Shaw Family Trust dated August 27, 1991 and Susan Morse Osborne, a single woman and Polly Mary Lithgow Osborne a married woman as her sole and separate property and Ellen Osborne, Trustee of the Ellen Osborne 2010 Revocable Trust and Charles D. Osborne, Trustee of the Charles D. Osborne and Karen M. Osborne Revocable Trust dated January 22, 1994

hereby GRANT(S) to

Mark Haddawy, a Single Man

that property in Unincorporated area of Monterey County, State of California, described as follows:
See "Exhibit A" attached hereto and made a part hereof.

Date: June 27, 2013

the William Vaughan Shaw Marital Trust - Trust B under the
William Vaughan Shaw and Mary Morse Shaw Family Trust dated
August 27, 1991

By: Mary Morse Shaw
Mary Morse Shaw, Trustee

Susan Morse Osborne
Susan Morse Osborne

Ellen Osborne 2010 Revocable Trust

By: Ellen Osborne
Ellen Osborne, Trustee

Polly Mary Lithgow Osborne
Polly Mary Lithgow Osborne

the Charles D. Osborne and Karen M. Osborne Revocable Trust
dated January 22, 1994

By: Charles D. Osborne
Charles D. Osborne, Trustee

State of CA

County of Monterey

On 28th day of June, 2013 before me, Michele Alsop Wilcox, a Notary Public, personally appeared Mary Morse Shaw; Susan Morse Osborne; Polly Mary Lithgow Osborne; Ellen Osborne; Charles D. Osborne, 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.

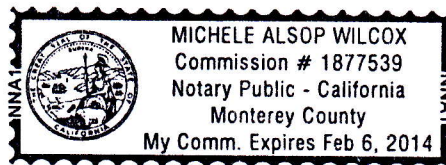
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

Michele Alsop Wilcox
(typed or printed)



(Area reserved for official notarial seal)

EXHIBIT A

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

PARCEL 1:

Certain real property situate in U.S. Lots 1 and 2, Section 36, Township 19 South, Range 1 East, M. D. B. & M., in the County of Monterey, State of California, being a portion of that certain 40 acre parcel of land described in Deed from Charles D. Pias, et ux., to Martin N. Ransohoff, dated February 20, 1964 and recorded March 6, 1964 in Reel 293 of Official Records of Monterey County at Page 342, said portion being particularly described as follows:

Beginning at the Northwest corner of said 40 acre parcel of land, in the Northerly boundary of said U.S. Lot 1, from which corner the West quarter corner of said Section 36 bears North 89° 09' 30" West along said Northerly boundary, 722.0 feet distant; thence

- (1) South 89° 09' 30" East along the Northerly boundary of said U.S. Lot 1 and of said 40 acre parcel of land, 300.00 feet; thence, leaving said Northerly boundary
- (2) South 29° 46' 40" East, 608.06 feet; to a 1-1/2" capped iron pipe stamped "R-A"; thence
- (3) North 83° 27' West, 606.58 feet, to the Westerly boundary of said 40 acre parcel of land; thence
- (4) North 0° 05' East, 463.00 feet, to the point of beginning, containing 5.005 acres, more or less.

PARCEL 2:

TOGETHER WITH a non-exclusive right of way easement for road and utilities purposes over a strip of land 40 feet wide lying 20 feet on each side of the following described line:

Beginning at a point on course number (2) of the boundary of the above described 5.005 acre parcel of land, distant thereon North 29° 46' 40" West, 218.00 feet from the Southeasterly terminus of said curve; thence

- (1) North 83° 05' East, 40.00 feet; thence
- (2) South 50° 40' East, 85.00 feet; thence
- (3) North 72° 25' East, 105.00 feet; thence
- (4) South 68° 40' East, 120.00 feet; thence
- (5) North 68° 00' East, 83.00 feet; thence
- (6) South 69° 30' East, 55.00 feet; thence
- (7) South 24° 33' East, 73.47 feet; thence
- (8) North 68° 32' 30" East, 72.97 feet; thence
- (9) North 73° 09' East, 65.00 feet, to the Easterly boundary of said 40 acre parcel of land.

PARCEL 3:

A non-exclusive right of way for road and utilities purposes over a strip of land 40 feet wide lying 20 feet on each side of the following described line:

Beginning at the Easterly terminus of course numbered (9) of the centerline of the road and utilities right of way above described, on the Easterly boundary of said 40 acre parcel of land at a point distant S 0° 05' West along said boundary 397.8 feet distant from the Northeasterly corner of said parcel; thence

- (1) North 73° 09' East, 53.8 feet; thence
- (2) North 63° 07' East, 111.7 feet; thence
- (3) North 81° 45' East, 198.2 feet; thence
- (4) South 81° 39' East, 191.7 feet; thence
- (5) North 65° 25' East, 129.4 feet; thence
- (6) South 80° 55' East, 151.3 feet; thence
- (7) North 66° 07' East, 175.4 feet; thence
- (8) North 84° 13' East, 162.9 feet; thence
- (9) North 61° 16' East, 120.6 feet; thence
- (10) South 78° 15' East, 273.01 feet; thence
- (11) South 51° 32' East, 156.9 feet; thence
- (12) North 79° 58' East, 33.0 feet; thence
- (13) North 47° 47' East, 97.0 feet; thence
- (14) North 33° 58' East, 163.4 feet; thence
- (15) North 80° 02' East, 120.0 feet; thence
- (16) North 6° 43' West, 47.6 feet, more or less, to a point on the North line of U.S. Lot 3 of Section 36, Township 19 South, Range 1 East, said point being at the Junction of Right of Way "J" and Right of Way "K" as said rights of way are shown and so designated on "Map Showing Property of Barbara Pfeiffer, (dec'd.)", filed in the Office of the County Recorder of the County of Monterey, State of California, on November 1, 1926, in Volume 2 of Surveys at Page 39, and from which point the Northeast corner of said U.S. Lot 3 bears S. 89° 09' 30" East, 161.8 feet, more or less.

PARCEL 4:

A non-exclusive road right of way easement 40 feet wide leading up out of Sycamore Canyon Southerly to said Lot 13 as shown and designated as Right of Way "J" on said "Map of Property of Barbara Pfeiffer (dec'd.)", filed in the Office of the County Recorder of the County of Monterey, State of California, on November 1, 1926, in Volume 2 of Surveys at Page 39,

PARCEL 5:

A non-exclusive road right of way easement over that certain 40 foot road right of way leading from Highway 1 to the intersection thereof with Right of Way "J" on said "Map to Property of Barbara Pfeiffer (dec'd.)", filed in the Office of the County Recorder of the County of Monterey, State of California, on November 1, 1926, in Volume 2 of surveys at Page 39.

PARCEL 6:

A non-exclusive right of way easement for utilities purposes, with right of ingress and egress for maintenance and service, over a strip of land 10 feet wide lying 5 feet on each side of the following described line:

Beginning at a point on course numbered (3) of the boundary of the above described 5.005 acre parcel of land which is referred to as Parcel 1, distant thereon North 83° 27' West, 7.00 feet from the Easterly terminus of said course; thence

- (1) South 34° 55' East, 73.34 feet, to the point of beginning of the centerline of a 40 foot wide right of way hereinafter described as Parcel 7.

PARCEL 7:

A non-exclusive right of way easement for utilities purposes, with right of ingress and egress for maintenance and service, over a strip of land 40 feet wide lying 20 feet on each side of the following described line:

Beginning at the Southeasterly terminus of course numbered (1) of the centerline of the 10 foot wide utilities right of way above described; thence

- (1) North 80° 34' East, 136.0 feet; thence
- (2) North 57° 34' East, 153.7 feet; thence
- (3) North 68° 32' 30" East, 74.5 feet, to the Southerly terminus of course numbered (7) of the centerline of the 40 foot wide road and utilities right of way above described as Parcel 2, said course being stated as South 24° 33' East, 73.47 feet.

PARCEL 8:

A non-exclusive right of way for water pipeline over a strip of land 10 feet wide lying 5 feet on each side of the following described line:

Beginning at a point on the Easterly boundary of that certain 40 acre parcel of land described in Deed from Charles D. Pias, Et ux, to Wild Coast Corporation, dated April 12, 1965 and recorded April 23, 1965 in Reel 402 of Official Records of Monterey County at Page 76, distant along said boundary South 0° 05' West, 305.8 feet from the Northeasterly corner of said parcel, and from which point of beginning the Easterly terminus of course numbered (12) of the centerline of the 40 foot wide road and utilities right of way hereinbefore described as Parcel 3 bears North 0° 05' East along said boundary, 26.8 feet distant; thence

- (1) South 77° 55' East, 70.0 feet; thence
- (2) South 84° 25' East, 116.0 feet; thence
- (3) North 85° 05' East, 80.0 feet; thence
- (4) South 89° 55' East, 140.0 feet; thence
- (5) North 80° 05' East, 80.0 feet; thence
- (6) North 75° 05' East, 90.0 feet; thence
- (7) South 84° 55' East, 51.0 feet; thence
- (8) South 62° 55' East, 50.0 feet; thence
- (9) South 46° 55' East, 50.00 feet; thence
- (10) South 44° 25' East, 100.0 feet; thence
- (11) South 55° 55' East, 50.0 feet; thence
- (12) South 67° 55' East, 51.0 feet; thence
- (13) South 77° 55' East, 51.0 feet; thence
- (14) South 89° 35' East 193.0 feet; thence

- (15) North 6° 10' West, 43.0 feet, to the point of beginning of Parcel 1 described in that certain Deed recorded at Reel 475, Pages 761 and 762, of Official Records of Monterey County.

PARCEL 9:

A non-exclusive right of way easement for water pipeline over a strip of land 10 feet wide lying along, adjacent to and on the Westerly side of the following described line:

Beginning as a point on the Easterly boundary of said 40 acre parcel described in Deed from Pias to Wild Coast Corporation, distant along said boundary South 0° 05' West, 310.8 feet from the Northeasterly corner of said parcel; thence

- (1) North 0° 05' East along said boundary, 31.8 feet, to the Easterly terminus of course numbered (2) of the centerline of the road and utilities right of way hereinbefore described as Parcel 3.

PARCEL 10:

A non-exclusive right of way easement for temporary purposes of vehicular and pedestrian access, during any period of emergency and/or period when Grantee's main access road should become unavailable, over any roads in existence on Grantor's property, at the time of such emergency of period, as granted in the Deed from Martin N. Ransohoff, a single man, recorded December 13, 1968, in Book 584, Official Records, Page 1043.

PARCEL 11:

A scenic easement, created in the Deed from Martin N. Ransohoff, a single man, recorded December 13, 1968, in Book 584, Official Records, Page 1043 and upon the terms and conditions contained therein more particularly described as follows:

- a. An area between the Southern boundary of Parcel 1 and a line parallel thereto and two hundred feet (200') Southerly thereof, measured at right angles, and between the Western boundary of Grantor's property and a line parallel thereto, the Northernmost point being the Southern terminus of the centerline of reservation #1, and the Southernmost point being the intersection of said line with the Southern boundary of said area.
- b. An area between the Southern boundary of Parcel 1 and a line parallel thereto and one hundred feet (100') Southerly thereof, measured at right angles, and between the division line of U. South Lots 1 and 2 and the Eastern boundary of the area described in paragraph, "a".
- c. An area between the Northeast boundary of Parcel 1 and a line parallel thereto and fifty feet (50') Northeasterly thereof, measured at right angles, and between the Northern boundary of Grantor's property and a straight line Southeast corner of Parcel 1.

PARCEL 12:

A non-exclusive easement as an appurtenance to Parcel 1 above, granted in the Deed from Wild Coast Corp., to Mary Morse Osborne Shaw, as her separate property, recorded December 13, 1968, in Book 584, Official Records, Page 1055, as follows:

A non-exclusive right of way easement for purpose of vehicular and pedestrian access over a strip of land 20 feet wide, lying 10 feet on each side of the following described line:

Beginning at a point on the Easterly boundary of that certain 40 acre parcel of land described in Deed from Charles D. Pias, et ux, to Wild Coast Corporation, dated April 12, 1965, and recorded April 23, 1965, in Reel 402 of Official Records of Monterey County at Page 76, distant along said boundary South 0° 05' West, 279.0 feet from the Northeasterly corner of said Parcel, said point of beginning being the Easterly terminus of course numbered (12) of the centerline of the 40 foot wide road and utilities right of way described as Parcel II in the Deed from Charles D. Pias and Dorothy A. Pias to Martin Ransohoff, dated February 20, 1964 and recorded March 6, 1964, in Reel 293 of Official Records of Monterey County at Pages 342 to 344; thence, from said point of beginning

- (1) South 74° 00' West, 220.0 feet; thence
- (2) South 88° 00' West, 155.0 feet; thence
- (3) South 52° 00' West, 95.0 feet; thence
- (4) South 75° 00' West, 120.0 feet; thence
- (5) North 81° 00' West, 135.0 feet; thence
- (6) South 78° 00' West, 110.0 feet; thence
- (7) South 56° 00' West, 85.0 feet; thence
- (8) South 86° 00' West, 70.0 feet; thence
- (9) South 76° 00' West, 100.0 feet; thence
- (10) South 62° 00' West, 80.0 feet; thence
- (11) South 77° 00' West, 108.0 feet; thence
- (12) South 57° 00' West, 180.0 feet; thence
- (13) West, 130.0 feet; thence
- (14) South 79° 00' West, 105.0 feet; thence
- (15) South 15° 00' West, 103.0 feet; thence
- (16) South 55° 00' E., 20.0 feet; thence
- (17) North 41° 00' East, 80.0 feet; thence
- (18) South 83° 00' East, 190.0 feet; thence
- (19) North 69° 00' East, 150.0 feet; thence
- (20) South 85° 00' East, 135.0 feet; thence
- (21) North 69° 00' East, 125.0 feet; thence
- (22) South 81° 00' East, 183.0 feet; thence
- (23) North 82° 00' East, 134.0 feet; thence
- (24) South 8° 00' West, 20.0 feet; thence
- (25) South 74° 00' West, 190.0 feet; thence
- (26) South 86° 00' West, 130.0 feet, to the end of the vehicular access easement conveyed hereby; thence, continuing along the centerline of a pedestrian access easement 20 feet wide
- (27) South, 270 feet, more or less, to the shoreline of the Pacific Ocean.

EXCEPTING FROM Parcel 12:

All that portion as described in that certain Quitclaim Deed from Mary Morse Osborne Shaw, as

her separate property to Wild Coast Corp., a California corporation, recorded March 4, 1970, in Book 641, Official Records, Page 987, Monterey County.

PARCEL 13:

Non-exclusive easements appurtenant to Parcel 1 above as granted in that certain Corporation Grant Deed from Wild Coast Corp., to Mary Morse Osborne Shaw, as her separate property, recorded May 4, 1970, in Book 641, Official Records, Page 987, Monterey County, as follows:

- A. A non-exclusive easement for vehicular and pedestrian access over a strip of land 20 feet wide lying 10 feet on each side of the following described line:

Beginning at the Southerly terminus of course numbered (15) of the centerline of the easement for vehicular and pedestrian access, 20 feet wide, described in Deed from wild Coast Corporation to Howard Press, et ux, dated May 1, 1969, and recorded May 6, 1969, in Reel 604 of Official Records of Monterey County, California, at Page 787, said course being the same as course numbered (15) as described in Deed from wild Coast Corporation to Mary Morse Osborne Shaw, dated November 25, 1968, and recorded December 13, 1968, in Reel 584 of Official Records of Monterey County at Page 1055; thence from said point of beginning:

- (1) South 51° 00' West, 42.8 feet, to the Easterly boundary of that certain parcel of land described as Parcel 1 in Deed from Martin L. Ransohoff to Howard Press, et ux, dated May 1, 1969, and recorded May 6, 1969, in Reel 604 of Official Records of Monterey County, at Page 777, at a point distant South 0° 05' West, 459.76 feet from the Northeast corner of said Parcel.

- B. A non-exclusive easement for vehicular and pedestrian access over a strip of land 20 feet wide laying 10 feet on each side of the following described line:

Beginning at the Southeasterly terminus of course numbered (16) as described said easement Deeds to Shaw and Press; thence

- (1) South 51° 00' West, 63.9 feet, to said Easterly boundary of the parcel of land described as Parcel 1 in said Deed from Ransohoff to Press, at a point distant South 0° 05' West, 484.53 feet from the Northeast corner of said Parcel, and distant South 0° 05' West, 24.77 feet from the Southwesterly terminus of course numbered (1) above.

PARCEL 14:

A non-exclusive easement appurtenant to Parcel 1, granted in the Deed from Howard Press, et ux, to Martin N. Ransohoff, Mary Morse Osborne Shaw and Wild Coast Corp., recorded March 4, 1970, in Book 641, Official Records, Page 993, Monterey County, as follows:

A non-exclusive easement for vehicular and pedestrian access over a strip of land 20 feet wide lying 10 feet on each side of the following described line:

Beginning at a point on the Westerly boundary of that certain 40 acre parcel of land described

in Deed from Charles D. Pias, et ux, to Wild Coast Corporation, dated April 12, 1965, and recorded April 23, 1965, in Reel 402 of Official Records of Monterey County, at Page 76, distant along said boundary South 0° 05' West, 843.62 feet from the Northwest corner of said Parcel, said boundary being the Easterly boundary of that certain parcel of land described as Parcel 1 in Deed from Martin N. Ransohoff to Howard Press, et ux, dated May 1, 1969, and recorded May 6, 1969, in Reel 604 of Official Records of Monterey County, Page 777, and from which point of beginning the Northeast nr of said Press Parcel bears North 0° 05' East, along said boundary, 459.76 feet distant; thence

- (1) South 35° 00' West, 39.83 feet; thence
- (2) North 71° 00' East, 24.13 feet to said boundary between Wild Coast and Press Parcels, at a point distant South 0° 05' West, 484.53 feet from the Northeast corner of said press Parcel.

PARCEL 15:

Non-exclusive easements appurtenant to Parcel 1, as described in that certain Declaration of Grant of Easements, executed by Martin Ransohoff, et al, recorded April 18, 1972, in Reel 766, Page 507, of, Monterey County.

APN: 419-251-018

NOTE: Parcel 10 herein described is only being included so as to avoid the Company being the cause of excluding it from deeds or encumbrances, but NO INSURANCE is to be provided as to said parcel.

Anything to the contrary in the policy or endorsements thereto notwithstanding, said parcel is NOT INSURED even though it may be included as part of the description of the land described or referred to in the policy.

The Company requires that the insured(s) acknowledge in writing that they understand this.

Should a request, however, be made for insurance in this regard, it must be referred to the Title Department for an appropriate response.

END OF DOCUMENT

Exhibit B

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Shaw House, 9260 Pias Ranch Road, Big Sur, California					
Mills Act Rehabilitation and Maintenance Plan					
Maintenance/ Rehabilitation	Completed/ Proposed	Year of Completion	Bldg Feature	Description of Work	Cost
SEISMIC RETROFIT AND STRUCTURAL UPGRADES					
Rehabilitation	Completed	2019	Concrete piers	Replaced three concrete piers at west elevation.	\$15,000
Rehabilitation	Proposed	2028	Wood piers and concrete footings	Seismic retrofit building to include bracing the posts below the sub floor.	\$30,000
Seismic Retrofit and Structural Upgrades Subtotal					\$45,000
BUILDING SYSTEMS UPGRADES					
Rehabilitation	Completed	2016	Electrical system	Installed generator for backup power.	\$20,000
Rehabilitation	Completed	2016	Residence	Sealed house for rodents including sealing crevices between crawlspace and residence.	\$5,000
Rehabilitation	Proposed	2021	Drainage system	Fully replace and upgrade existing drainage system, including replacing existing gutters with copper gutters.	\$40,000
Rehabilitation	Proposed	2021	Sprinkler system	Expand existing fire suppression sprinkler system.	\$10,000
Rehabilitation	Proposed	2021-2031	Water tank and well	Maintenance of water tank and well, annually and as necessary.	\$30,000
Rehabilitation	Proposed	2023	Plumbing system	Replace water main from upper tank to residence.	\$20,000
Rehabilitation	Proposed	2025	Electrical system	Fully replace and upgrade existing electrical system, including removing all Romex and running all new wiring in conduit.	\$28,000
Rehabilitation	Proposed	2026	Septic system	Replace septic system.	\$38,000
Rehabilitation	Proposed	2027	Mechanical system	Rebuild central vacuum system.	\$3,000
Building Systems Upgrades Subtotal					\$194,000
EXTERIOR AND INTERIOR FEATURES, MATERIALS, AND FINISHES					
Rehabilitation	Completed	2014	Wood siding	Replaced all deteriorated, original redwood siding with in-kind old growth redwood on residence and guest house*.	\$150,000
Rehabilitation	Completed	2014	Deck	Reconstructed deck. Original redwood was replaced with original wood, as feasible. Remaining wood was replaced with in-kind old growth redwood.	\$30,000
Rehabilitation	Completed	2014	Joists	Repaired and replaced deteriorated, original wood joists, as necessary, with in-kind old growth redwood.	\$15,000
Rehabilitation	Completed	2014	Catwalk**	Reconstructed catwalk at west elevation.	\$10,000
Rehabilitation	Completed	2015	Roof	Reroofed residence with fire-retardant treated cedar shake.	\$70,000
Rehabilitation	Completed	2016	Wood, throughout	Tented entire residence for termite abatement.	\$8,000
Rehabilitation	Completed	2016	Refrigerator	Replaced built-in refrigerator with new compatible refrigerator with door clad in original redwood siding.	\$7,000
Rehabilitation	Completed	2013-2016	Wood, rafter ends	Rehabilitated rafter ends by replacing material with old-growth redwood and capping with copper.	\$17,000
Maintenance	Completed	2013-2019	Residence	Completed extermination of residence and guest house.	\$28,800
Rehabilitation	Completed	2019	Guest house*	Replaced guest house Monterey pine flooring in-kind as necessitated by flooding.	\$5,500
Rehabilitation	Completed	2019	Narrow vertical windows	Replaced damaged and chipped narrow vertical windows at east elevation.	\$7,000
Rehabilitation	Proposed	2021	Wood siding	Seal redwood siding throughout.	\$12,000
Maintenance	Proposed	2021	Driveway	Grade and gravel driveway.	\$8,000
Maintenance	Proposed	2021	Trash enclosure	Construct trash enclosure near gate.	\$10,000
Maintenance	Proposed	2021-2031	Residence and guest house	Complete extermination of residence and guest house.	\$48,000
Rehabilitation	Proposed	2021-2031	Wood siding	Rehabilitate existing vertical board siding in-kind, as necessary.	\$10,000
Rehabilitation	Proposed	2021-2031	Narrow vertical windows	Rehabilitate existing narrow vertical windows, including glazing replacement, as necessary. Repair and replace hardware in-kind, as necessary.	\$5,000
Rehabilitation	Proposed	2021-2031	Slats at narrow vertical windows	Rehabilitate slats at narrow vertical windows, as necessary. Repair and replace hardware in-kind, as necessary.	\$5,000
Rehabilitation	Proposed	2021-2031	Vents at narrow vertical windows	Rehabilitate vents at narrow vertical windows on south elevation, including glazing replacement, as necessary. Repair and replace hardware in-kind, as necessary.	\$5,000
Rehabilitation	Proposed	2021-2031	Skylight	Rehabilitate skylight, as necessary.	\$10,000

Rehabilitation	Proposed	2021-2031	Floor-to-ceiling windows	Rehabilitate floor-to-ceiling windows, as necessary.	\$5,000
Rehabilitation	Proposed	2021-2031	Wood doors	Rehabilitate wood doors, as necessary.	\$15,000
Rehabilitation	Proposed	2021-2031	Steel	Rehabilitate existing steel, as necessary.	\$8,000
Rehabilitation	Proposed	2021-2031	Wood Posts	Rehabilitate existing wood posts, as necessary.	\$20,000
Rehabilitation	Proposed	2021-2031	Kitchen	Refinish kitchen countertop and replace sink	\$7,000
Rehabilitation	Proposed	2021-2031	Bathroom tile	Rehabilitate existing bathroom tile, including countertops and showers, as necessary.	\$8,000
Maintenance	Proposed	2021-2031	Concrete and river stone pebble aggregate paving	Regularly maintain and clean concrete and river stone pebble aggregate paving.	\$12,000
Rehabilitation	Proposed	2021-2031	Roof	Rehabilitate wood shingled roof. Retain, clean, and repair existing wood shingled roof.	\$10,000
Maintenance	Proposed	2021-2031	Roof	Maintain roof, annually.	\$10,000
Maintenance	Proposed	2021-2031	Chimney	Clean chimney, at least once every other year.	\$5,000
Rehabilitation	Proposed	2021-2031	Fireplace	Rehabilitate Big Sur stone fireplace.	\$8,000
Rehabilitation	Proposed	2021-2031	Built-ins	Rehabilitate built-ins.	\$2,000
Rehabilitation	Proposed	2024	Pump house	Reconstruct pump house.	\$9,000
Rehabilitation	Proposed	2026	Flooring	Replace damaged Monterey pine flooring in-kind, as necessary.	\$30,000
Rehabilitation	Proposed	2026	Wood, throughout	Tent entire residence and guest house for termite abatement.	\$8,000
Rehabilitation	Proposed	2027	Sauna	Add sauna in bathroom near master bedroom per original drawings.	\$20,000
Rehabilitation	Proposed	2028	Windows	Remove windows, reseal, and reinstall existing windows at west elevation.	\$28,000
Rehabilitation	Proposed	2028	Windows	Remove windows, reseal, and reinstall existing windows at east elevation.	\$56,000
Exterior and Interior Features, Materials, and Finishes Subtotal					\$722,300
HARDSCAPE AND LANDSCAPE					
Maintenance	Completed	2017	Hardscape, stone pathways	Constructed stone pathways from parking to east elevation and parallel to east elevation.	\$12,000
Maintenance	Completed	2013-2019	Landscape	Maintained existing landscape and planted new drought-tolerant species.	\$70,000
Rehabilitation	Proposed	2021	Landscape	Maintain private Shaw Trail through property, annually.	\$30,000
Maintenance	Proposed	2021	Driveway	Grade and gravel driveway.	\$8,000
Rehabilitation	Proposed	2021	Gate	Rehabilitate driveway entrance gate using original materials.	\$5,000
Rehabilitation	Proposed	2021-2031	Hardscape, concrete and river stone pebble aggregate paving with redwood	Rehabilitate existing concrete and river stone pebble aggregate paving with redwood dividers, as necessary. Retain, clean, and repair historic concrete and river stone pebble aggregate paving with redwood dividers, as necessary.	\$30,000
Maintenance	Proposed	2021-2031	Landscape	Regularly maintain existing landscape, including non-oak tree trimming and fireline maintenance, on regular basis.	\$300,000
Maintenance	Proposed	2022, 2024, 2026, 2028, 2030	Landscape	Trim oaks, every other year.	\$75,000
Maintenance	Proposed	2021-2031	Hardscape	Regularly maintain existing hardscape.	\$50,000
Rehabilitation	Proposed	2021-2031	Landscape	Implement brush clearance by removing dead wood and brush, annually.	\$100,000
Rehabilitation	Proposed	2023	Landscape and hardscape	Engage arborist. Develop landscape and hardscape plan.	\$15,000
Rehabilitation	Proposed	2026	Landscape and hardscape	Implement landscape and hardscape plan.	\$20,000
Rehabilitation	Proposed	2026	Wood benches	Rehabilitate wood benches and replace with old-growth redwood, as necessary.	\$10,000
Hardscape and Landscape Subtotal					\$725,000
Completed Work Total					\$470,300
Proposed Work Total					\$1,216,000
REHABILITATION AND MAINTENANCE TOTAL					\$1,686,300

*Designation narrative (DPR) and attachments reference an extant tool shed on the property. Additional permit records since submission of the designation (6/5/2020) revealed that the tool shed is original, and was converted by Will Shaw into a guest house in the late 1970s.

**Designation refers to catwalks as "bench-like features".