

Attachment B

This page intentionally left blank.

CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF LIABILITY

This Conditional Settlement Agreement and Mutual Release of Claims (the "Agreement") is entered into effective as of the last dated signature below ("Effective Date"), by and between, THE COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter referred to as "County"); MARTHA J. MORGENRATH, as Trustee of the HELMUTH MORGENRATH BYPASS TRUST UNDER THE MORGENRATH FAMILY TRUST dated March 7, 2001 and as Trustee of the HELMUTH MORGENRATH MARITAL DEDUCTION TRUST UNDER THE MORGENRATH FAMILY TRUST dated March 7, 2001 (hereinafter collectively referred to as "Morgenrath"); and MATTHEW G. DONALDSON SR. and CAROL L. DONALDSON, as Trustees of the MATTHEW AND CAROL DONALDSON FAMILY TRUST, dated September 23, 2022, and any amendments thereto (hereinafter collectively referred to as "Donaldson").

RECITALS

A. WHEREAS, Morgenrath is the present owner of certain real property situated in an unincorporated area of Monterey County, California, hereinafter referred to as the "Morgenrath Property" and more particularly described in Exhibit "A" attached hereto and incorporated herein.

B. WHEREAS, Donaldson is the present owner of certain real property situated in an unincorporated area of Monterey County, which is adjacent to the Morgenrath Property and hereinafter referred to as the "Donaldson Property". The Donaldson Property is more particularly described as follows in Exhibit "B" attached hereto and incorporated herein.

C. WHEREAS, in 2019 County approved the use of the Morgenrath Property to serve as the new headquarters for Morgenrath's company, Blaze Engineering, Inc. (hereinafter referred to as "Blaze"), pursuant to Combined Coastal Development Permit PLN160851 (hereinafter referred to as "PLN160851") and following approval by the Monterey County Planning Commission on November 14, 2018 and approval by the Monterey County Board of Supervisors on August 27, 2019.

D. WHEREAS, Donaldson, along with the Ventana Chapter of the Sierra Club, appealed County's approval of PLN160851 to the California Coastal Commission.

E. WHEREAS, on October 17, 2019 Donaldson filed an action in Monterey County Superior Court against the County and Morgenrath (Monterey County Superior Court Case No. 19CV004224), challenging the County's approval of PLN160851.

F. WHEREAS, on September 19, 2022, Morgenrath submitted an application to amend PLN160851 (hereinafter referred to as "PLN160851-AMD1") in order to address anticipated concerns from the California Coastal Commission.

G. WHEREAS, in 2023 County approved PLN160851-AMD1 pursuant to approval by the Monterey County Planning Commission on June 14, 2023 and approval by the Monterey County Board of Supervisors on September 19, 2023.

H. WHEREAS, Donaldson, along with the Ventana Chapter of the Sierra Club, appealed County's approval of PLN160851-AMD1 to the California Coastal Commission.

I. WHEREAS, on November 2, 2023 Donaldson filed a second action in Monterey County Superior Court (Monterey County Superior Court Case No: 23CV003599), challenging the County's approval of PLN160851-AMD1 contesting the County's compliance with the California Environmental Quality Act (hereinafter referred to as "CEQA"), and other County actions in processing and approving PLN160851-AMD1

J. WHEREAS, Combined Coastal Development Permits PLN160851 and PLN160851-AMD1 are collectively hereinafter referred to as the "Permits".

K. WHEREAS, Monterey County Superior Court Case No: 19CV004224 and Monterey County Superior Court Case No: 23CV003599 are collectively hereinafter referred to as the "Lawsuits".

L. WHEREAS, the primary elements of this Agreement and the conditional settlement of the Lawsuits by Donaldson are as follows:

- The County amending PLN160851-AMD1 to (a) omit the employee housing unit above the approved office structure and to return this structure to a one-story office building; (b) allow Morgenrath to install and maintain a soldier beam retaining wall less than 4 feet tall along a designated 48' foot length of the Upper Pad driveway below the Donaldson Property; and (c) allow Morgenrath to maintain a temporary construction trailer on the Morgenrath Property during the build out of the Permit (as amended pursuant to this Agreement) and as a temporary office from which to manage Blaze's operations, subject to the Morgenrath's compliance with the County Conditions of Approval of the Permits and Permit Amendment.
- Implementing a Vegetative Screening Plan approved by all Parties to bolster the privacy between the Morgenrath Property and the Donaldson Property.
- Executing and Recording the Deed Restriction negotiated by Morgenrath and Donaldson limiting the use of the 'Upper Pad' on the Morgenrath Property, which is directly adjacent to the Donaldson Property.
- Donaldson allowing Morgenrath and the Pacific Gas & Electric Company to extend electrical service to the Morgenrath Property over the shortest distance possible from the existing power pole that is approximately 4 to 6 feet from the property line separating the Morgenrath Property and the Donaldson Property.
- Morgenrath agreeing to remove two hazardous Cypress trees that are leaning over the Morgenrath Property along the Morgenrath and Donaldson Property line

M. WHEREAS, to avoid the costs and risks associated with litigation of the Lawsuits or other legal action related to the Lawsuits, the Parties have entered into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Dismissal of the Lawsuits and Release of Claims Related to the Processing and Approval of the Permits. Subject to Morgenrath satisfying the matters outlined below (hereinafter referred to as the “Resolution Elements”), Donaldson shall, with prejudice, dismiss the Lawsuits. Said dismissals shall also constitute a release including a waiver of existing claims against Morgenrath or County solely related to the processing and approval of the Permits. This Agreement and dismissal of the Lawsuits will not waive Donaldson’s right to challenge non-compliance with this Agreement (including the Permits or the amendment to the Permits contemplated by this Agreement (hereinafter referred to as the “Permit Amendment”)) or to enforce the Conditions of Approval and mitigation measures attached to said Permits and Permit Amendment, should there be non-compliance with the provisions, the Conditions of Approval or mitigation measures of the Permits and Permit Amendment, to challenge any extension of the Permit or Permit Amendment that is not in conformance with the approved Permit or Permit Amendment, or to bring any private causes of action that are independent of the Permits or Permit Amendment approval by the County. The Resolution Elements are outline below:

1.1 Processing of Permit Amendment: Concurrent with County’s execution of this Agreement, County shall have approved the Permit Amendment consistent with the Concept Site Plan attached hereto and incorporated herein as Exhibit “C” and specifically in order to: (i) Omit the employee housing unit above the proposed office structure which was approved pursuant to PLN160851-AMD1, and return the office structure to a one-story office building; (ii) Allow Morgenrath to install and maintain a soldier beam retaining wall less than 4 feet tall above a designated 48 foot length of the Upper Pad driveway below the Donaldson Property; and (iii) Allow Morgenrath to maintain a temporary construction trailer on the Morgenrath Property during the build out of the Permits and Permit Amendment and as a temporary office from which to manage Blaze’s operations, subject to Morgenrath’s compliance with the Permits and Permit Amendment Conditions of Approval. Said Permit Amendment shall incorporate all Conditions of Approval of the prior Permits.

1.2 Retaining Wall: Subject to approval of the Permit Amendment, Donaldson shall install and maintain drainage facilities on the Donaldson Property in an effort to mitigate surface water erosion between the Donaldson Property and the Morgenrath Property, and Morgenrath shall install and maintain the approved soldier beam retaining wall in the area shown on Exhibit “C” within 12 months of the Permit Amendment approval becoming final and no longer subject to either County of California Coastal Commission appeals. Dismissal of the Lawsuits shall be conditioned upon construction of the soldier beam retaining wall.

1.3 Vegetative Screening: Morgenrath shall, in coordination with processing the Permit Amendment with the County, submit the Vegetative Screening Plan attached hereto and incorporated herein as Exhibit “D” to County to satisfy Condition 19 (Restoration and Fuel Management Plan) of PLN160851-AMD1 (or as such condition of approval may be renumbered or renamed in the approved Permit Amendment) and obtain confirmation from County that the

Vegetative Screening Plan is consistent with Condition 19 and will be accepted as part of the documentation required to satisfy Condition 19. Morgenrath shall implement the Vegetative Screening Plan within 18 months of the Permit Amendment becoming final and no longer subject to County or California Coastal Commission appeals. Dismissal of the Lawsuits shall be conditioned upon Implementation of the Vegetative Screening Plan.

1.4 Upper Pad Deed Restriction: Within 45 days of the Permit Amendment becoming final and no longer subject to County and Coastal Commission appeals, Morgenrath and Donaldson shall execute and record the Upper Pad Deed Restriction attached hereto and incorporated herein as Exhibit "E". Morgenrath shall be responsible for the cost of recording the Upper Pad Deed Restriction. Dismissal of the Lawsuits shall be conditioned upon recordation of the Deed Restriction.

1.5 PG&E Utility Service Extension: Donaldson shall allow Morgenrath and the Pacific Gas & Electric Company to extend electrical service to the Morgenrath Property via an existing power pole that is approximately 4 to 6 feet from the property line separating the Morgenrath Property and the Donaldson Property and consistent with the highlighted survey attached hereto and incorporated herein as Exhibit "F". All PG&E service on the site shall be undergrounded after crossing Apple Pie Ridge Road from the existing power pole located on the Donaldson Property. The parties shall cooperate with the Pacific Gas & Electric Company in executing any documents necessary to effect the intent of this provision.

2. County Execution of Agreement. Morgenrath and Donaldson have executed this Agreement as a binding offer to County to resolve the Lawsuits based upon County's approval of the Permit Amendment and acceptance and execution of this Agreement. This Agreement shall not be binding upon the parties until the Permit Amendment is approved by County and this Agreement is executed by all of the parties.

3. Known and Unknown Claims. The release in this Agreement extends to existing claims that the Parties do not know or suspect to exist in their favor, which, if known by them, would have materially affected their decision to enter into this Agreement. The Parties acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties expressly waive and relinquish any right or benefit which they have or may have under Section 1542 of the California Civil Code and under any other statute or legal principle with similar effect, solely with regard to existing claims against Morgenrath and/or County related to the processing and approval of the Permits.

4. Enforcement of Agreement. Prior to dismissal, the Parties agree to file a Stipulation and Proposed Order in both Lawsuits to allow the Court to retain jurisdiction to

enforce this Agreement pursuant to California Code of Civil Procedure Section 664.6 (“Stipulations”), whereby the Court shall retain jurisdiction over the Parties to enforce this Agreement until performance in full of the terms herein.

5. Notice of Settlement. The Parties agree that Donaldson filed the Notice of Conditional Settlement with the Court in both Lawsuits upon Donaldson and Morgenrath agreement to the settlement terms in good faith reliance that the Settlement Agreement will be approved by the County.

6. Dismissal of the Lawsuits. Within thirty (30) days after satisfaction of the Resolution Elements, and following entry of the Stipulations, Donaldson will dismiss the Lawsuits, with prejudice and with each Party to bear its own fees and costs. This Agreement or dismissal of the Lawsuits will not waive Donaldson’s right to challenge non-compliance with this Agreement, or the non-compliance with the Permits or Permit Amendment, or to enforce the Conditions of Approval of and mitigation measures attached to the Permits and Permit Amendment, should there be non-compliance with the provisions of the Conditions of Approval of or mitigation measures of the Permits or Permit Amendment, or to be bring any private causes of action that are independent of the Permits or Permit Amendment. After the dismissal of the Lawsuits, Plaintiff will also record withdrawals of any Lis Pendens recorded against the Morgenrath Property.

7. Authority; Binding Effect of Agreement. The Parties hereto, and each of them, represent and warrant that the undersigned, respectively, have the authority to bind them and all who claim through them; and further represent and warrant that this Agreement shall inure to the benefit of and be binding upon their respective heirs, administrators, representatives, successors, trustees and assigns.

8. Further Acts. The Parties shall cooperate with each other in executing any documents necessary to protect the rights and obligations established pursuant to this Agreement or and to take such action as may reasonably be required to effect the intent of this Agreement.

9. Attorneys’ Fees. In the event of any legal action objectively and reasonably necessary to enforce the terms of this Agreement, including but not limited to private arbitration, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs (including expert witness fees) incurred in connection therewith, in addition to any other relief awarded. Any dispute related to this Agreement shall be handled in the courts of the County of Monterey. All Parties shall be responsible for their own attorney’s fees up to and including their signatures on the Agreement and the steps necessary to complete the Agreement in full.

10. Voluntary Execution of Agreement. The Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties, and each of them, acknowledge that:

(a) They have read and understood the Agreement to their respective and individual satisfaction, and have not relied upon any statement or representations of any kind of any other party or anyone else, except as set forth in this Agreement;

(b) They have been represented and fully advised in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice, or, that they have been advised of the opportunity, benefits and importance of doing so and have nonetheless voluntarily declined such legal counsel;

(c) This portion of the Agreement has been drafted by each of the Parties and is not to be construed more strongly against one Party over any other party;

(d) They understand the terms and consequences of the Agreement and of the releases it contains;

(e) They are fully aware of the legal and binding effect of the Agreement.

11. Severability. If any provisions of the Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

12. No Admission of Liability. Nothing contained herein shall be taken or construed to be an admission on the part of any party of any of the potential claims alleged or amounts claimed by the other party.

13. No Reliance on Representations. Each Party acknowledges and agrees that no consideration, other than as provided for by this Agreement, has been or will be paid or furnished and that it has freely and voluntarily entered into and executed this Agreement without reliance on any representation of the other Party except as expressly set forth herein.

14. Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

15. Entire Agreement, Modification, Waiver. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

16. Governing Law. This Agreement will be governed by the laws of the State of California without regards to its conflicts of law provisions. This Agreement has been executed by the Parties in the State of California. The parties agree that the venue for any lawsuit relating to this Agreement shall be the State or Federal courts situated in the County of Monterey, California.

17. Captions. The captions and section headings used herein are for convenience and for ease of reference only and constitute no part of this Agreement or understanding between the Parties hereto, and no reference shall be made thereto for the purpose of construing or interpreting any of the provisions hereof.

18. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies transmitted by facsimile or electronically in pdf format shall have the same force and effect as an original.

DocuSigned by:
MORGENRATH: 
Marty Morgenrath
14AB51D6DE8947C...
Martha Morgenrath
9/18/2024
Dated: _____

DONALDSON: _____
Matthew Donaldson

Dated: _____

Carol Donaldson

Dated: _____

County: _____
Robert Brayer, Esq.
Attorney for County of Monterey

Dated: _____

18. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies transmitted by facsimile or electronically in pdf format shall have the same force and effect as an original.

MORGENRATH: _____
Martha Morgenrath

Dated: _____

DONALDSON: _____
Matthew Donaldson

Matthew Donaldson

Dated: 9/18/2024

Signed by:

Carol Donaldson

Carol Donaldson

Dated: 9/18/2024

County: _____
Robert Brayer, Esq.
Attorney for County of Monterey

Dated: _____

EXHIBIT "A"

That certain real property situate in the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 24 in Township 19 South, Range 1 East, M.D.M. in the County of Monterey, State of California, described as follows:

Beginning at a 3 inch by 3 inch post standing in the Easterly boundary of that certain 16.829 acre tract of land described in Deed to Hans Ivar Ewoldsen, dated November 15, 1951 and recorded in Volume 1353, page 357, Official Records of said county, said point being at the Southeast Corner of that certain 1.98 acre tract of land described in Deed to Irene J. Benton, et vir, dated August 10, 1959 and recorded in Volume 1986, page 24, Official Records of said County; thence along the Southeasterly boundary of said 1.98 acre tract of land,

- (1) S. $57^\circ 53'$ W., 130.43 feet; thence
- (2) S. $57^\circ 12 \frac{1}{2}'$ W., 127.92 feet, at 64.31 feet intersect the center line of a private right of way at the most Southerly corner of said 1.98 acre tract of land, said corner being designated as Point "D" and said corner being also the most Easterly corner of that certain 4.70 acre tract of land described in Deed to Noel M. Clarabut, et ux, dated August 11, 1959 and recorded in Volume 1985, page 27, Official Records of said County and now along the Southeasterly boundary of said 4.70 acre tract of land, 127.92 feet to a spike in a blaze on an 8 inch diameter Laurel tree; thence
- (3) S. $74^\circ 31 \frac{1}{2}'$ W., 89.59 feet to the most Southerly corner of said 4.70 acre tract of land; thence along the Southwesterly corner thereof,
- (4) N. $45^\circ 44'$ W., 186.99 feet; thence
- (5) N. $56^\circ 22'$ W., 155.8 feet; thence
- (6) N. $54^\circ 42 \frac{1}{2}'$ W., 82.86 feet; thence
- (7) N. $78^\circ 56 \frac{1}{4}'$ W., 108.24 feet to an angle point in the Northeasterly line of California State Highway V-Mon, 56 F. as described in Deed to State of California dated November 15, 1933 and recorded in Volume 395, page 425, Official Records of said County; thence along said Highway line to and along the Northeasterly line of said Highway as described in Deed to State of California, dated November 15, 1933 and recorded in Volume 394, page 390, Official Records of said county.
- (8) S. $16^\circ 12' 35''$ E., 124.06 feet; thence

(9) Curving to the right on a circular arc of 1200 feet radius (concave to the SW and from a tangent that bears N. $57^{\circ} 20' 14''$ W) through an angle of $43^{\circ} 02' 45''$ for a distance of 901.55 feet; thence

(10) Curving to the left on a circular arc of 860 feet radius (concave to the Northeast and from a tangent that bears North $22^{\circ} 25'$ W.) through an angle of $2^{\circ} 44' 43''$ for a distance of 41.21 feet to the most Southerly corner of that certain 0.113 acre tract of land described in Deed to Hans Ivar Ewoldsen, et ux, dated November 15, 1951 and recorded in Volume 1353, page 357, Official Records of said county; thence leave said highway line and running along the Easterly boundary of said 0.113 acre tract of land to and along the Easterly boundary of said 16.829 acre tract of land,

(11) N. $61^{\circ} 46'$ E., 59.8 feet; thence

(12) N. $2^{\circ} 58'$ E., 96.53 feet; thence

(13) N. $26^{\circ} 22'$ E., 11.9 feet; thence

(14) N. $20^{\circ} 20'$ E., 327.0 feet; thence

(15) N. $0^{\circ} 05'$ W., 305.5 feet to the point of beginning.

Except therefrom those portions thereof as described in the Deed to Douglas R. Glinden, et ux, recorded September 10, 1968 in Reel 573, page 695, Official Records.

APN: 419-201-007

EXHIBIT "B"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A part of the Northwest 1/4 of Section 24 of T. 19 S. R. 1 E., M.D.M., Monterey County, State of California, described as follows to-wit:

Beginning at a 3" x 4" redwood post marked "EOR, JMP, S24, S13" standing in the common boundary of Sections 13 and 24 of T. 19 S. R. 1 E., M.D.M. from which the Northwest corner of the said Section 24 bears N. 89° 34' W., 878 feet distant along said common boundary to Section 13 and 24 and a 30 inch sycamore tree marked "BT" bears S. 75° 20' E., 39 feet distant; thence running along the said common boundary to Sections 13 and 24, S. 89° 34' E., 438 feet to a one inch iron pipe and a 3" x 3" redwood post marked "1/8 COR. S. 24° S. 13, LINE"; thence leave said common boundary to Sections 13 and 24 and running S. 0° 28' E., 1306.67 feet at 380 feet to a 3" x 3" redwood post marked "JMP, EE, LINE" at 612 feet a one inch iron pipe, at 801 feet a one inch iron pipe, at 1023 feet a 2" x 2" redwood post marked "LINE, JMP, EE" from which a 6 inch Laurel tree marked "BT" bears N. 56° W., 9.3 feet distant and a 15 inch tan oak tree marked "BT" bears N. 37 1/2° E., 8.5 feet distant at 1239 feet an 18 inch Laurel tree marked "LINE"; 1306.67 feet to a 2" x 3" redwood post marked "JMP, EE, COR" standing on the Easterly side of Pheneger Creek from which a 10 inch redwood tree marked "BT" bears N. 62° W., 13 feet distant and a 6 inch redwood tree marked "BT" bears S. 33 1/2° W., 9.5 feet distant; thence running along the Easterly side of Pheneger Creek S. 85° 50' W., 48 feet to a 2" x 3" redwood post standing in a rock mound from which a 10 inch Alder tree marked "BT" bears S. 31 1/2° E., 12 feet distant and a 12 inch redwood tree marked "BT" bears N. 52° E., 22 feet distant; thence S. 66° 40' W., 183 feet to a 2" x 3" redwood post standing in a rock mound from which a 10 inch redwood tree marked "BT" bears S. 11° 50' W., 9 feet distant; thence S. 81° 40' W., 126 feet to a 2" x 3" redwood post from which a 12 inch redwood tree marked "BT" bears N. 81° W., 5 feet distant; thence S. 69° 40' W., 125 feet to a 2" x 3" redwood post standing in a rock mound from which a blaze marked "BT" on a 7' redwood tree bears N. 66° 10' W., 21 feet distant; thence N. 79° 20' W., 119.00 feet to a 3" x 3" redwood post standing in a rock mound on the Westerly bank of Pheneger Creek from which an 8 inch Laurel tree marked "BT" bears N. 74 1/2° W., 5 feet distant and the Northerly end of a 48 inch corrugated metal pipe culvert bears S. 21° 35' W., 28 feet distant; thence S. 64° 02' W., 2.32 feet to a point in the Northeasterly line of the California State Highway; thence running along the line of said Highway on a curve to the right (the center of which bears N. 58° 20' 22" East 860 feet distant) for a distance of 138.75 feet to a State Highway Engineer's Monument opposite Engineer's Station 257, 63.59 thence on a curve to the left (the center of which bears S. 75° 49' 12" W., 1200 feet distant) for a distance of 3 feet; thence leave said line of said State Highway and running N. 40° 33' E., 122.4 feet at 7 feet a 2" x 3" redwood post marked "EOR, JMP, LINE, WP", 122.4 feet to a 2" x 3" redwood post marked "COR, JMP, EOR" from which an eight inch tan oak tree marked "BT" bears N. 63 1/4° E., 8.5 feet distant and a .12 inch redwood tree marked "BT" bears S. 24° 10' W., 12 feet distant; thence N. 20° 20' E., 327 feet at 62 feet a 15 inch redwood tree marked "LINE" at 150 feet a 3" x 3" redwood post marked "LINE, EOR, JMP" from which an 8 inch redwood tree marked "BT" bears S. 31 1/2° E., 7.5 feet distant at 240 feet an 8 inch Laurel tree marked "LINE" 327 feet to a 3" x 4" redwood post marked EOR, JMP, COR" from which a 4 inch Laurel tree marked "BT" bears S. 7° E., 8.5 feet distant and a 6 inch Laurel tree marked "BT" bears N. 28° W., 6.5 feet distant; thence N. 0° 05' W., 900.6 feet at 305.6 feet a 2" x 3" redwood post marked "EOR, JMP, LINE" from which a 15 inch live oak tree marked "BT" bears West 3 feet distant at 612.6 feet a 2" x 3" redwood post marked "EOR, JMP, LINE" 900.6 feet to the place of beginning.

Courses all true.

Except that portion thereof described as follows:

Certain real property situate, lying and being in the west half (W 1/2) of the northwest quarter (NW 1/4) of Section 24 in T. 19 S., R. 1 E., M.D.B.&M. in the County of Monterey, State of California, being a part of that certain 15.190 acre tract of land described in that certain decree terminating joint tenancy interest, dated September 29, 1941 and recorded in Volume 738 of Official Records at Page 461, Monterey County Records, said part being particularly described as follows, to-wit:

Beginning in the easterly line of California State Highway No. 1 at the most westerly corner of said 15.190 acre tract of land and running thence along the northwesterly boundary of said 15.190 acre tract of land

- (1) N. $40^{\circ} 33'$ E., 122.4 feet to a 2" x 3" redwood post marked "EOR, JMP, COR"; thence leave said boundary and running
- (2) S. $26^{\circ} 22'$ W., 11.9 feet to a spike on the westerly side of 12 inch diameter redwood tree; thence
- (3) S. $2^{\circ} 58'$ W., 96.5 feet to a spike on the westerly side of a 30 inch diameter redwood tree; thence
- (4) S. $61^{\circ} 46'$ W., 59.8 feet at 54.7 feet a 3/4 inch diameter iron pipe, 59.8 feet to a point in the boundary common to said 15.190 acre tract of land and said highway; thence along said common boundary
- (5) On the arc of a circular curve to the right (the center of which bears N. $64^{\circ} 50' 17''$ E., 860 feet distant) thru an angle of $2^{\circ} 44' 43''$ for a distance of 41.21 feet to a 6" x 6" concrete highway monument; thence
- (6) On the arc of a circular curve to the left (the center of which bears S. $75^{\circ} 49' 12''$ W., 1200 feet distant) thru an angle of $0^{\circ} 08' 36''$ for a distance of 3.0 feet to the place of beginning.

Courses all true.

PARCEL II:

An easement over the 20 feet right-of-way, the center line of which is described as follows:

Beginning at a point on the Easterly boundary of Highway 1 31.20 feet Southerly from a 6 x 6 concrete monument on said highway boundary (Being across the Highway One from building known as River Village, Village Store, and Big Sur Post Office); thence

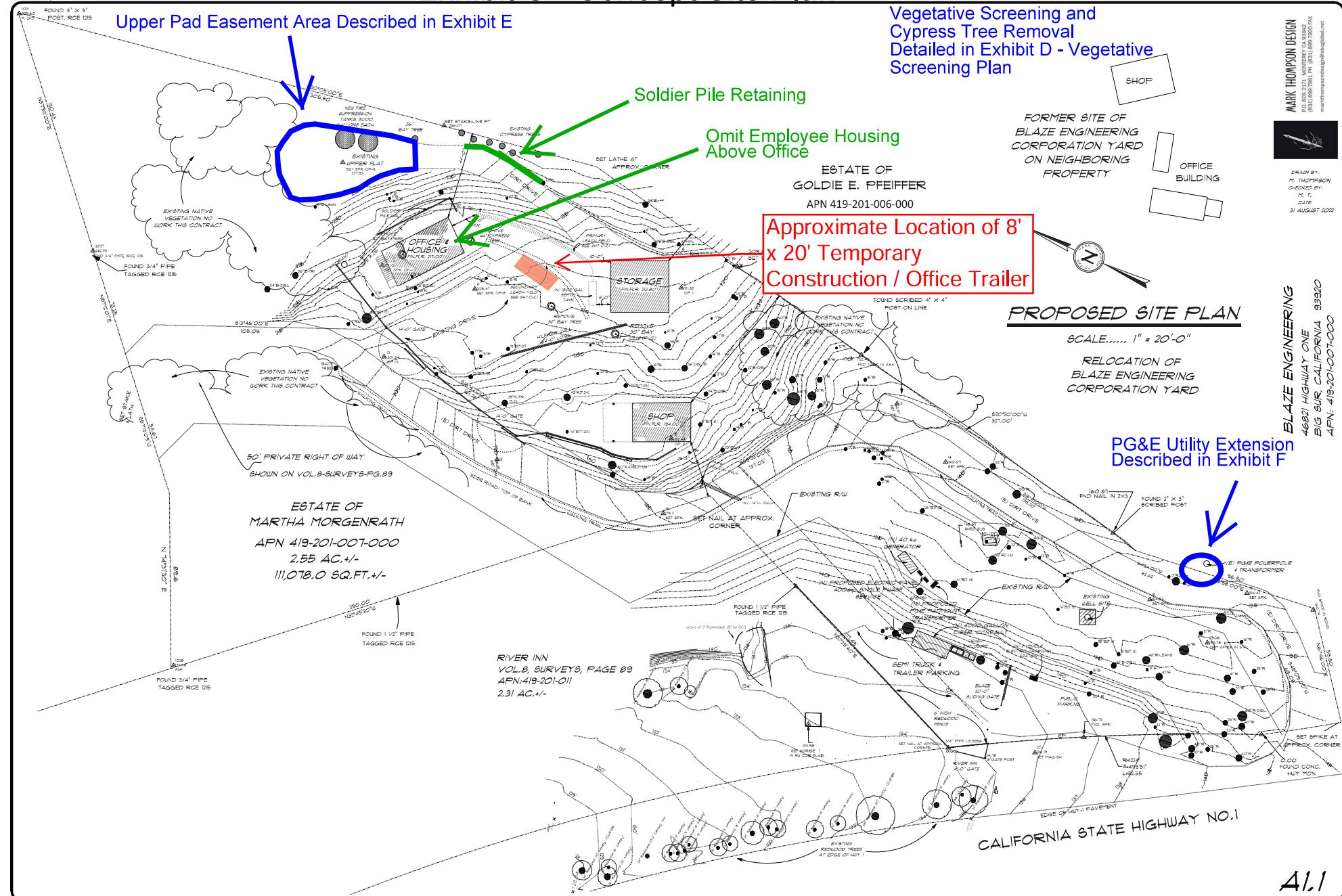
- (1) N. $45^{\circ} 09'$ E., 68.08 feet; thence
- (2) N. $4^{\circ} 54'$ E., 82.62 feet; thence
- (3) N. $18^{\circ} 47'$ E., 138.2 feet; thence
- (4) N. $39^{\circ} 23'$ W., 137.03 feet; thence
- (5) N. $16^{\circ} 47'$ E., 161.26 feet to a point from which a spike in a blaze on a 15" live oak bears S. $19^{\circ} 59'$ E., 70.57 feet distant; thence
- (6) N. $13^{\circ} 46'$ W., 105.09 feet; thence
- (7) N. $60^{\circ} 09'$ W., 108.24 feet to a point from which a nail in a blaze on a 24 inch diameter live oak tree bears N. $39^{\circ} 22'$ W., 48.22 feet distant; thence

- (8) N. $42^{\circ} 35'$ W., 125.99 feet; thence
- (9) N. $14^{\circ} 59'$ E., 171.64 feet to a point from which a nail in a blaze on a 30 inch diameter sycamore tree bears N. $4^{\circ} 46'$ E., 17.63 feet; thence
- (10) N. $70^{\circ} 15'$ W., 115.5 feet; thence
- (11) N. $31^{\circ} 06'$ W., 14.84 feet; thence
- (12) N. $77^{\circ} 08 \frac{1}{2}'$ E., 107.97 feet; thence
- (13) N. $53^{\circ} 15 \frac{1}{2}'$ E., 57.94 feet; thence
- (14) N. $68^{\circ} 33'$ E., 53.99 feet to a point from which a nail in a blaze on a 12 inch diameter live oak tree bears S. $75^{\circ} 22 \frac{1}{2}'$ E., 28.73 feet distant; thence
- (15) S. $20^{\circ} 04 \frac{1}{2}'$ E., 128.15 feet; thence
- (16) S. $26^{\circ} 52'$ E., 62.03 feet; thence
- (17) S. $32^{\circ} 01 \frac{1}{2}'$ E., 121.05 feet to a point on the common boundary between lands owned by Hans & Esther Ewoldsen and John Ivan Pfeiffer. This point being 461.4 feet S. $0^{\circ} 05'$ E., of the common boundary between Sections 13 & 24; and 32.67 feet N. of a 1/2 inch pipe set said common boundary between lands owned by Hans and Esther Ewoldsen and John Ivan Pfeiffer.

Courses all true.

APN: 419-201-006

Exhibit C - Concept Site Plan





FRED BALLERINI
BIOLOGICAL AND HORTICULTURAL SERVICES

April 4, 2024

Exhibit "D"
Vegetative Screening Plan

To: Aengus Jeffers
The Law Office of Aengus L. Jeffers
215 West Franklin Street, 5th Floor
Monterey, CA 93940

RE: Blaze Engineering
46821 Highway 1
Big Sur, CA 93920
APN 419-201-007

Dear Aengus,

Per your request, please see the attached screen planting concept for the Blaze Engineering parcel along the eastern property boundary.

Edit Approved: _____

DS
MM

4 foot to 6 foot

Screening Overview:

Along the north section of the screening area, there are six established Monterey cypress trees with two proposed for removal (due to potential failure as the two subject cypress are leaning westward). In order to maximize screening value in this zone, it is recommended to leave a minimum ~~3~~ foot high stump when the two cypress are removed. Also along this section where the cypress are located, there is little room to plant screening shrubs on the Blaze property as the zone is root bound with cypress roots. Recommendations from on-site discussions were to have the Donaldsons manage the screening in this section (approximately 60 LF) via a privacy fence or plant installation on their side of the existing property boundary. South of the cypress trees along the parcel boundary, Morgenrath is proposing to install a privacy screening utilizing California native, regional indigenous shrubs, installed in a staggered, overlapping layout to maximize screening objectives. There is a 6' minimum height requirement for the screen planting to function in concealing the development within the Upper Screening section. Downslope of the existing deer passage in the fence, the screening requirement height extends up to 10-feet within the Lower Screening section.

Temporary drip irrigation is recommended for a two year establishment period. Gopher baskets and protective deer fencing enclosures are recommended as deterrents to prevent loss of plants and browsing damage. Shrubs and trees are proposed to be arranged in a mixed species and natural composition to blend into the natural surroundings. The existing deer passage through the property boundary fence is proposed to remain.

Please see the plant images and two attached graphics that conceptualize the planting strategy and species makeup.

Please contact me with any questions or if I can further assist. Thank you.

Sincerely,

Fred Ballerini
Consulting Biologist



FRED BALLERINI
BIOLOGICAL AND HORTICULTURAL SERVICES

April 4, 2024

Exhibit "D"
Vegetative Screening Plan

To: Aengus Jeffers
The Law Office of Aengus L. Jeffers
215 West Franklin Street, 5th Floor
Monterey, CA 93940

RE: Blaze Engineering
46821 Highway 1
Big Sur, CA 93920
APN 419-201-007

Dear Aengus,

Per your request, please see the attached screen planting concept for the Blaze Engineering parcel along the eastern property boundary.

Initial *MD* *CD*

4 foot to 6 foot

Screening Overview:

Along the north section of the screening area, there are six established Monterey cypress trees with two proposed for removal (due to potential failure as the two subject cypress are leaning westward). In order to maximize screening value in this zone, it is recommended to leave a minimum ~~3~~ foot high stump when the two cypress are removed. Also along this section where the cypress are located, there is little room to plant screening shrubs on the Blaze property as the zone is root bound with cypress roots. Recommendations from on-site discussions were to have the Donaldsons manage the screening in this section (approximately 60 LF) via a privacy fence or plant installation on their side of the existing property boundary. South of the cypress trees along the parcel boundary, Morgenrath is proposing to install a privacy screening utilizing California native, regional indigenous shrubs, installed in a staggered, overlapping layout to maximize screening objectives. There is a 6' minimum height requirement for the screen planting to function in concealing the development within the Upper Screening section. Downslope of the existing deer passage in the fence, the screening requirement height extends up to 10-feet within the Lower Screening section.

Temporary drip irrigation is recommended for a two year establishment period. Gopher baskets and protective deer fencing enclosures are recommended as deterrents to prevent loss of plants and browsing damage. Shrubs and trees are proposed to be arranged in a mixed species and natural composition to blend into the natural surroundings. The existing deer passage through the property boundary fence is proposed to remain.

Please see the plant images and two attached graphics that conceptualize the planting strategy and species makeup.

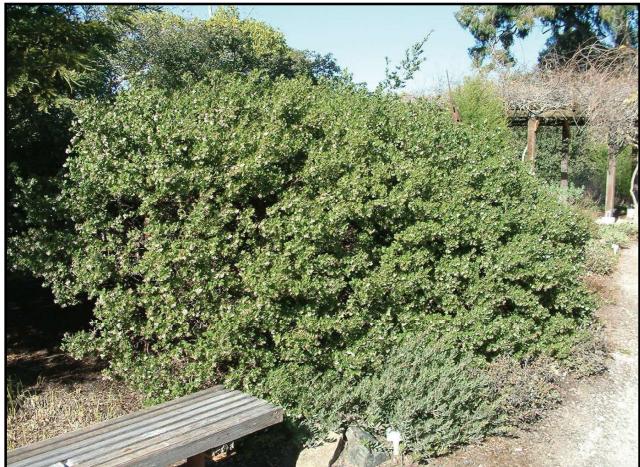
Please contact me with any questions or if I can further assist. Thank you.

Sincerely,

Fred Ballerini
Consulting Biologist



California Lilac



Mountain Mahogany



Silk Tassel



Toyon

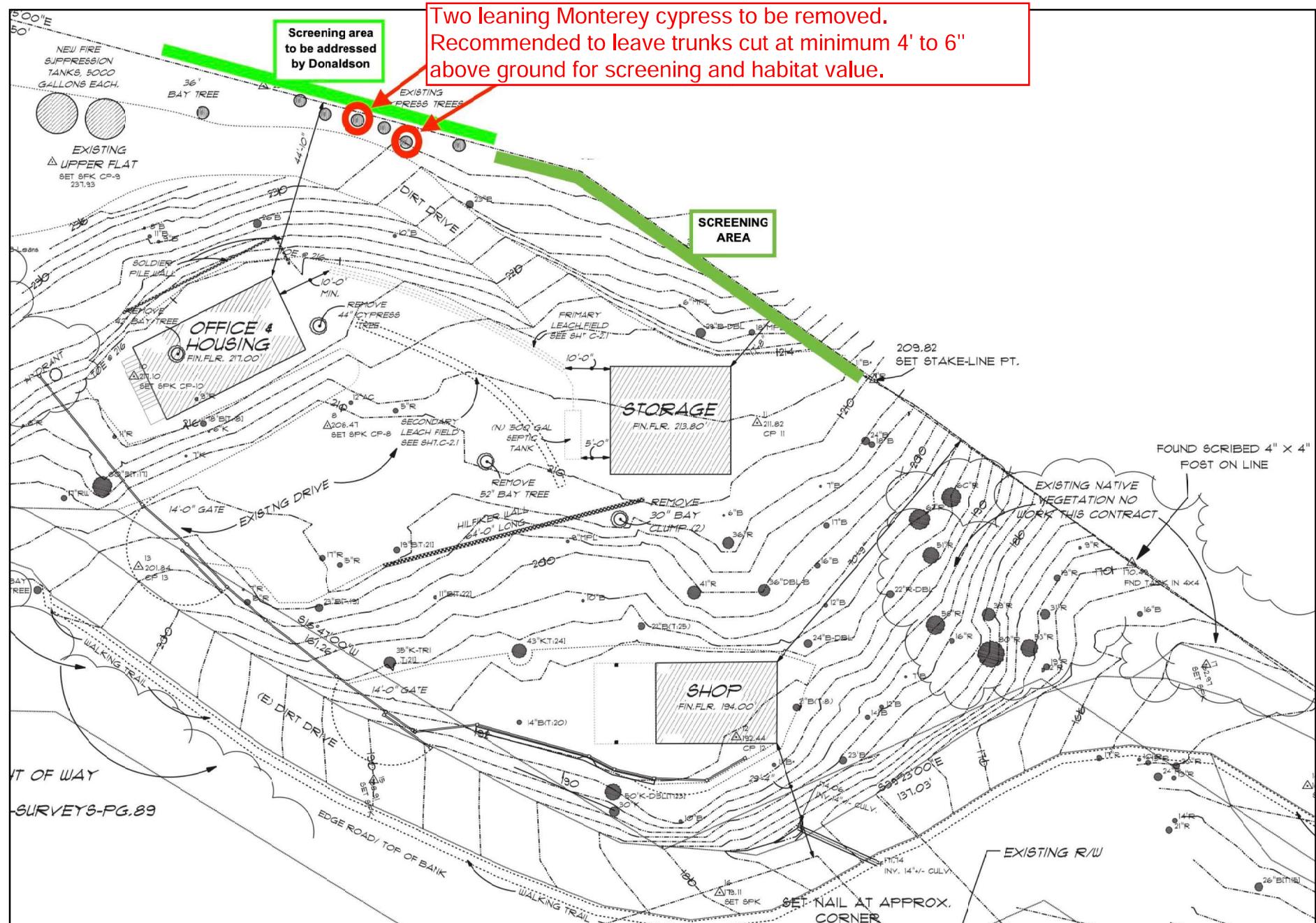


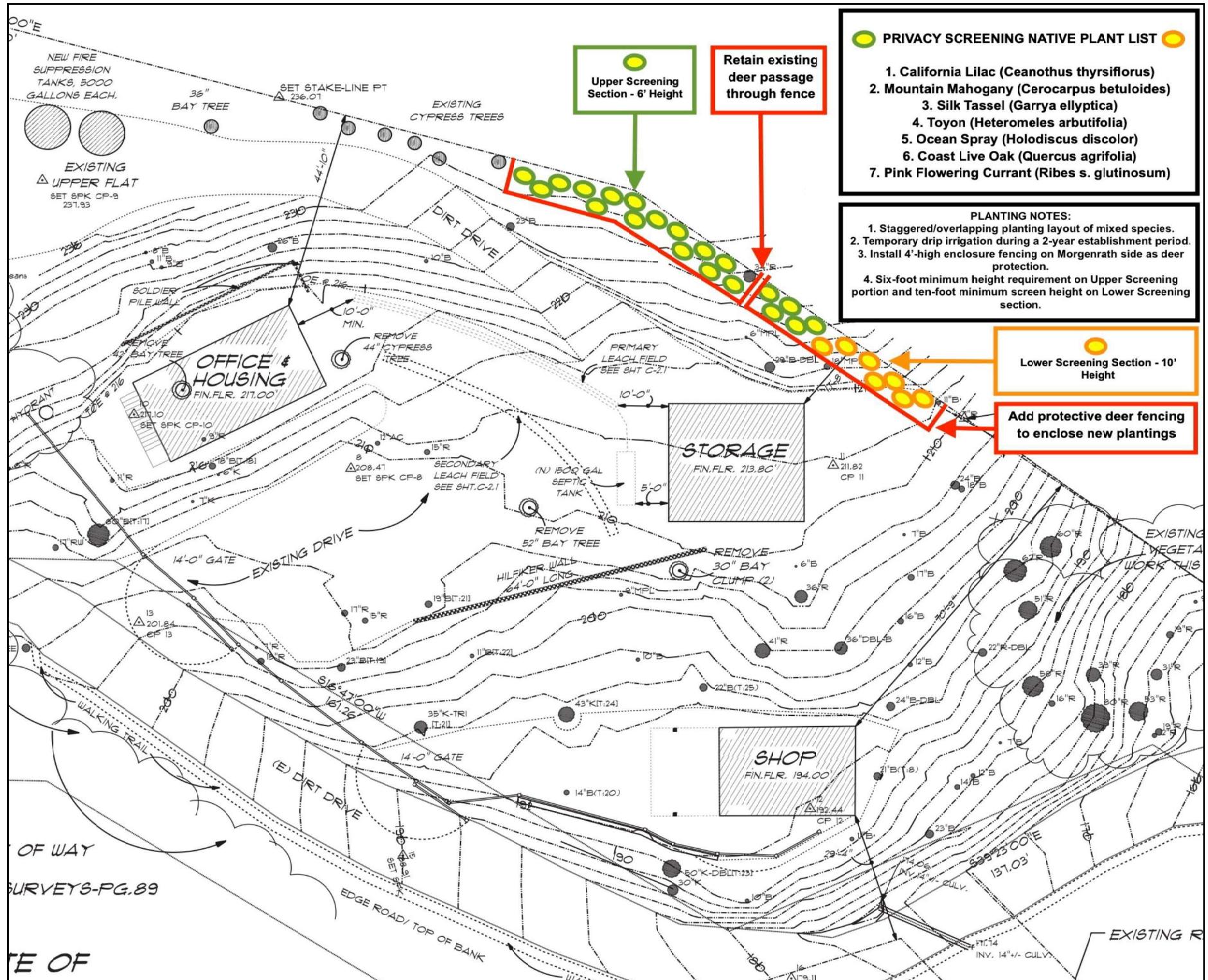
Ocean Spray



Pink Flowering Currant

Two leaning Monterey cypress to be removed.
Recommended to leave trunks cut at minimum 4' to 6'
above ground for screening and habitat value.





**Recording Requested By:
When Recorded Return To:**

**Aengus L. Jeffers, Esq.
Law Office of Aengus L. Jeffers
215 West Franklin Street, Fifth Floor
Monterey, California 93940**

**Exhibit E
Upper Pad
Deed Restriction**

THIS SPACE FOR RECORDER'S USE ONLY

DEED RESTRICTION

PREAMBLE

This Deed Restriction (“Deed”) is executed as of the last date appearing below the signature lines hereunder, by and between, MARTHA J. MORGRENATH, as Trustee of the HELMUTH MORGRENATH BYPASS TRUST UNDER THE MORGRENATH FAMILY TRUST dated March 7, 2001 and as Trustee of the HELMUTH MORGRENATH MARITAL DEDUCTION TRUST UNDER THE MORGRENATH FAMILY TRUST dated March 7, 2001 (hereinafter referred to as “Morgenrath”) and MATTHEW G. DONALDSON SR. and CAROL L. DONALDSON, as Trustees of the MATTHEW AND CAROL DONALDSON FAMILY TRUST, dated September 23, 2022, and any amendments thereto (hereinafter referred to as “Donaldson”).

RECITALS

WHEREAS, Morgenrath is the present owner of certain real property situated in an unincorporated area of Monterey County, California, hereinafter referred to as the “Morgenrath Property” and more particularly described in Exhibit “A” attached hereto and incorporated herein.

WHEREAS, Donaldson is the present owner of certain real property situated in an unincorporated area of Monterey County, which is adjacent to the Morgenrath Property and hereinafter referred to as the “Donaldson Property”. The Donaldson Property is more particularly described as follows in Exhibit “B” attached hereto and incorporated herein.

WHEREAS, Morgenrath and Donaldson collectively desire to execute a deed restriction (“Deed Restriction”) which creates restrictions on the use and enjoyment over a portion of the Morgenrath Property legally and graphically described as follows in Exhibit “C” attached hereto and incorporated herein.

WHEREAS, the Deed Restriction was drafted and executed by the parties in response to Donaldson’s concerns about development on the Morgenrath Property impacting the quiet enjoyment and privacy on the Donaldson Property.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of and receipt of the mutual promises contained herein the parties agree as follows:

1. Morgenrath hereby grants to Donaldson the following Deed Restriction as more particularly described below:
 - A. The Deed Restriction comprises the area legally and graphically described in Exhibit "C" attached hereto and incorporated herein (hereinafter referred to the as the "Upper Pad Area").
 - B. The Deed Restriction is appurtenant to the Donaldson Property.
 - C. Except as provided herein, structural development, including but not limited to, buildings, gasoline, kerosene, and propane tanks, above ground utilities, electrical generators, and storage containers are prohibited in the Upper Pad Area. Notwithstanding the above, the Upper Pad Area may be used for approved water treatment and storage tanks and associated underground pipelines, ground mounted solar panels which face away from the Donaldson Property, and underground electrical and telecommunication utilities which do not materially impair the quiet use of the Donaldson Property .
2. In the event of any controversy, claim, or dispute relating to this Deed Restriction or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.
3. This Deed Restriction may be signed in counterparts, and photocopies or facsimile copies of this Deed Restriction may be used as originals.
4. This Deed Restriction shall run with and, respectively, burden the Morgenrath Property and the Donaldson Property, and all obligations, terms, conditions and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of each servient property by its owner and all of their heirs, successors in interest and assigns as owners of each property.
5. If any provisions of this Deed Restriction are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Deed Restriction will continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Deed Restriction effective as of the last date set forth below.

MORGENRATH:

MARTHA J. MORGENRATH, as Trustee of the HELMUTH MORGENRATH BYPASS TRUST UNDER THE MORGENRATH FAMILY TRUST dated March 7, 2001 and as Trustee of the HELMUTH MORGENRATH MARITAL DEDUCTION TRUST UNDER THE MORGENRATH FAMILY TRUST dated March 7, 2001

Date: _____

By: Martha J. Morgenrath, Trustee

DONALDSON:

MATTHEW G. DONALDSON SR. and CAROL L. DONALDSON, as Trustees of the MATTHEW AND CAROL DONALDSON FAMILY TRUST, dated September 23, 2022, and any amendments thereto

Date: _____

By: Matthew G. Donaldson Sr., Trustee

Date: _____

By: Carol L. Donaldson, Trustee

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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, _____, 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)

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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, _____, 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)

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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, _____, 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)

4875-0554-1597, v. 1

EXHIBIT "A"

That certain real property situate in the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 24 in Township 19 South, Range 1 East, M.D.M. in the County of Monterey, State of California, described as follows:

Beginning at a 3 inch by 3 inch post standing in the Easterly boundary of that certain 16.829 acre tract of land described in Deed to Hans Ivar Ewoldsen, dated November 15, 1951 and recorded in Volume 1353, page 357, Official Records of said county, said point being at the Southeast Corner of that certain 1.98 acre tract of land described in Deed to Irene J. Benton, et vir, dated August 10, 1959 and recorded in Volume 1986, page 24, Official Records of said County; thence along the Southeasterly boundary of said 1.98 acre tract of land,

- (1) S. $57^\circ 53'$ W., 130.43 feet; thence
- (2) S. $57^\circ 12 \frac{1}{2}'$ W., 127.92 feet, at 64.31 feet intersect the center line of a private right of way at the most Southerly corner of said 1.98 acre tract of land, said corner being designated as Point "D" and said corner being also the most Easterly corner of that certain 4.70 acre tract of land described in Deed to Noel M. Clarabut, et ux, dated August 11, 1959 and recorded in Volume 1985, page 27, Official Records of said County and now along the Southeasterly boundary of said 4.70 acre tract of land, 127.92 feet to a spike in a blaze on an 8 inch diameter Laurel tree; thence
- (3) S. $74^\circ 31 \frac{1}{2}'$ W., 89.59 feet to the most Southerly corner of said 4.70 acre tract of land; thence along the Southwesterly corner thereof,
- (4) N. $45^\circ 44'$ W., 186.99 feet; thence
- (5) N. $56^\circ 22'$ W., 155.8 feet; thence
- (6) N. $54^\circ 42 \frac{1}{2}'$ W., 82.86 feet; thence
- (7) N. $78^\circ 56 \frac{1}{4}'$ W., 108.24 feet to an angle point in the Northeasterly line of California State Highway V-Mon, 56 F. as described in Deed to State of California dated November 15, 1933 and recorded in Volume 395, page 425, Official Records of said County; thence along said Highway line to and along the Northeasterly line of said Highway as described in Deed to State of California, dated November 15, 1933 and recorded in Volume 394, page 390, Official Records of said county.
- (8) S. $16^\circ 12' 35''$ E., 124.06 feet; thence

(9) Curving to the right on a circular arc of 1200 feet radius (concave to the SW and from a tangent that bears N. $57^{\circ} 20' 14''$ W) through an angle of $43^{\circ} 02' 45''$ for a distance of 901.55 feet; thence

(10) Curving to the left on a circular arc of 860 feet radius (concave to the Northeast and from a tangent that bears North $22^{\circ} 25'$ W.) through an angle of $2^{\circ} 44' 43''$ for a distance of 41.21 feet to the most Southerly corner of that certain 0.113 acre tract of land described in Deed to Hans Ivar Ewoldsen, et ux, dated November 15, 1951 and recorded in Volume 1353, page 357, Official Records of said county; thence leave said highway line and running along the Easterly boundary of said 0.113 acre tract of land to and along the Easterly boundary of said 16.829 acre tract of land,

(11) N. $61^{\circ} 46'$ E., 59.8 feet; thence

(12) N. $2^{\circ} 58'$ E., 96.53 feet; thence

(13) N. $26^{\circ} 22'$ E., 11.9 feet; thence

(14) N. $20^{\circ} 20'$ E., 327.0 feet; thence

(15) N. $0^{\circ} 05'$ W., 305.5 feet to the point of beginning.

Except therefrom those portions thereof as described in the Deed to Douglas R. Glinden, et ux, recorded September 10, 1968 in Reel 573, page 695, Official Records.

APN: 419-201-007

EXHIBIT "B"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A part of the Northwest 1/4 of Section 24 of T. 19 S. R. 1 E., M.D.M., Monterey County, State of California, described as follows to-wit:

Beginning at a 3" x 4" redwood post marked "EOR, JMP, S24, S13" standing in the common boundary of Sections 13 and 24 of T. 19 S. R. 1 E., M.D.M. from which the Northwest corner of the said Section 24 bears N. 89° 34' W., 878 feet distant along said common boundary to Section 13 and 24 and a 30 inch sycamore tree marked "BT" bears S. 75° 20' E., 39 feet distant; thence running along the said common boundary to Sections 13 and 24, S. 89° 34' E., 438 feet to a one inch iron pipe and a 3" x 3" redwood post marked "1/8 COR. S. 24° S. 13, LINE"; thence leave said common boundary to Sections 13 and 24 and running S. 0° 28' E., 1306.67 feet at 380 feet a 3" x 3" redwood post marked "JMP, EE, LINE" at 612 feet a one inch iron pipe, at 801 feet a one inch iron pipe, at 1023 feet a 2" x 2" redwood post marked "LINE, JMP, EE" from which a 6 inch Laurel tree marked "BT" bears N. 56° W., 9.3 feet distant and a 15 inch tan oak tree marked "BT" bears N. 37 1/2° E., 8.5 feet distant at 1239 feet an 18 inch Laurel tree marked "LINE"; 1306.67 feet to a 2" x 3" redwood post marked "JMP, EE, COR" standing on the Easterly side of Pheneger Creek from which a 10 inch redwood tree marked "BT" bears N. 62° W., 13 feet distant and a 6 inch redwood tree marked "BT" bears S. 33 1/2° W., 9.5 feet distant; thence running along the Easterly side of Pheneger Creek S. 85° 50' W., 48 feet to a 2" x 3" redwood post standing in a rock mound from which a 10 inch Alder tree marked "BT" bears S. 31 1/2° E., 12 feet distant and a 12 inch redwood tree marked "BT" bears N. 52° E., 22 feet distant; thence S. 66° 40' W., 183 feet to a 2" x 3" redwood post standing in a rock mound from which a 10 inch redwood tree marked "BT" bears S. 11° 50' W., 9 feet distant; thence S. 81° 40' W., 126 feet to a 2" x 3" redwood post from which a 12 inch redwood tree marked "BT" bears N. 81° W., 5 feet distant; thence S. 69° 40' W., 125 feet to a 2" x 3" redwood post standing in a rock mound from which a blaze marked "BT" on a 7' redwood tree bears N. 66° 10' W., 21 feet distant; thence N. 79° 20' W., 119.00 feet to a 3" x 3" redwood post standing in a rock mound on the Westerly bank of Pheneger Creek from which an 8 inch Laurel tree marked "BT" bears N. 74 1/2° W., 5 feet distant and the Northerly end of a 48 inch corrugated metal pipe culvert bears S. 21° 35' W., 28 feet distant; thence S. 64° 02' W., 2.32 feet to a point in the Northeasterly line of the California State Highway; thence running along the line of said Highway on a curve to the right (the center of which bears N. 58° 20' 22" East 860 feet distant) for a distance of 138.75 feet to a State Highway Engineer's Monument opposite Engineer's Station 257, 63.59 thence on a curve to the left (the center of which bears S. 75° 49' 12" W., 1200 feet distant) for a distance of 3 feet; thence leave said line of said State Highway and running N. 40° 33' E., 122.4 feet at 7 feet a 2" x 3" redwood post marked "EOR, JMP, LINE, WP", 122.4 feet to a 2" x 3" redwood post marked "COR, JMP, EOR" from which an eight inch tan oak tree marked "BT" bears N. 63 1/4° E., 8.5 feet distant and a 12 inch redwood tree marked "BT" bears S. 24° 10' W., 12 feet distant; thence N. 20° 20' E., 327 feet at 62 feet a 15 inch redwood tree marked "LINE" at 150 feet a 3" x 3" redwood post marked "LINE, EOR, JMP" from which an 8 inch redwood tree marked "BT" bears S. 31 1/2° E., 7.5 feet distant at 240 feet an 8 inch Laurel tree marked "LINE" 327 feet to a 3" x 4" redwood post marked EOR, JMP, COR" from which a 4 inch Laurel tree marked "BT" bears S. 7° E., 8.5 feet distant and a 6 inch Laurel tree marked "BT" bears N. 28° W., 6.5 feet distant; thence N. 0° 05' W., 900.6 feet at 305.6 feet a 2" x 3" redwood post marked "EOR, JMP, LINE" from which a 15 inch live oak tree marked "BT" bears West 3 feet distant at 612.6 feet a 2" x 3" redwood post marked "EOR, JMP, LINE" 900.6 feet to the place of beginning.

Courses all true.

Except that portion thereof described as follows:

Certain real property situate, lying and being in the west half (W 1/2) of the northwest quarter (NW 1/4) of Section 24 in T. 19 S., R. 1 E., M.D.B.&M. in the County of Monterey, State of California, being a part of that certain 15.190 acre tract of land described in that certain decree terminating joint tenancy interest, dated September 29, 1941 and recorded in Volume 738 of Official Records at Page 461, Monterey County Records, said part being particularly described as follows, to-wit:

Beginning in the easterly line of California State Highway No. 1 at the most westerly corner of said 15.190 acre tract of land and running thence along the northwesterly boundary of said 15.190 acre tract of land

- (1) N. $40^{\circ} 33'$ E., 122.4 feet to a 2" x 3" redwood post marked "EOR, JMP, COR"; thence leave said boundary and running
- (2) S. $26^{\circ} 22'$ W., 11.9 feet to a spike on the westerly side of 12 inch diameter redwood tree; thence
- (3) S. $2^{\circ} 58'$ W., 96.5 feet to a spike on the westerly side of a 30 inch diameter redwood tree; thence
- (4) S. $61^{\circ} 46'$ W., 59.8 feet at 54.7 feet a 3/4 inch diameter iron pipe, 59.8 feet to a point in the boundary common to said 15.190 acre tract of land and said highway; thence along said common boundary
- (5) On the arc of a circular curve to the right (the center of which bears N. $64^{\circ} 50' 17''$ E., 860 feet distant) thru an angle of $2^{\circ} 44' 43''$ for a distance of 41.21 feet to a 6" x 6" concrete highway monument; thence
- (6) On the arc of a circular curve to the left (the center of which bears S. $75^{\circ} 49' 12''$ W., 1200 feet distant) thru an angle of $0^{\circ} 08' 36''$ for a distance of 3.0 feet to the place of beginning.

Courses all true.

PARCEL II:

An easement over the 20 feet right-of-way, the center line of which is described as follows:

Beginning at a point on the Easterly boundary of Highway 1 31.20 feet Southerly from a 6 x 6 concrete monument on said highway boundary (Being across the Highway One from building known as River Village, Village Store, and Big Sur Post Office); thence

- (1) N. $45^{\circ} 09'$ E., 68.08 feet; thence
- (2) N. $4^{\circ} 54'$ E., 82.62 feet; thence
- (3) N. $18^{\circ} 47'$ E., 138.2 feet; thence
- (4) N. $39^{\circ} 23'$ W., 137.03 feet; thence
- (5) N. $16^{\circ} 47'$ E., 161.26 feet to a point from which a spike in a blaze on a 15" live oak bears S. $19^{\circ} 59'$ E., 70.57 feet distant; thence
- (6) N. $13^{\circ} 46'$ W., 105.09 feet; thence
- (7) N. $60^{\circ} 09'$ W., 108.24 feet to a point from which a nail in a blaze on a 24 inch diameter live oak tree bears N. $39^{\circ} 22'$ W., 48.22 feet distant; thence

- (8) N. $42^{\circ} 35'$ W., 125.99 feet; thence
- (9) N. $14^{\circ} 59'$ E., 171.64 feet to a point from which a nail in a blaze on a 30 inch diameter sycamore tree bears N. $4^{\circ} 46'$ E., 17.63 feet; thence
- (10) N. $70^{\circ} 15'$ W., 115.5 feet; thence
- (11) N. $31^{\circ} 06'$ W., 14.84 feet; thence
- (12) N. $77^{\circ} 08 \frac{1}{2}'$ E., 107.97 feet; thence
- (13) N. $53^{\circ} 15 \frac{1}{2}'$ E., 57.94 feet; thence
- (14) N. $68^{\circ} 33'$ E., 53.99 feet to a point from which a nail in a blaze on a 12 inch diameter live oak tree bears S. $75^{\circ} 22 \frac{1}{2}'$ E., 28.73 feet distant; thence
- (15) S. $20^{\circ} 04 \frac{1}{2}'$ E., 128.15 feet; thence
- (16) S. $26^{\circ} 52'$ E., 62.03 feet; thence
- (17) S. $32^{\circ} 01 \frac{1}{2}'$ E., 121.05 feet to a point on the common boundary between lands owned by Hans & Esther Ewoldsen and John Ivan Pfeiffer. This point being 461.4 feet S. $0^{\circ} 05'$ E., of the common boundary between Sections 13 & 24; and 32.67 feet N. of a 1/2 inch pipe set said common boundary between lands owned by Hans and Esther Ewoldsen and John Ivan Pfeiffer.

Courses all true.

APN: 419-201-006

Exhibit C - Upper Pad Area Plat To Be Replaced with Formal Plan and Legal Description

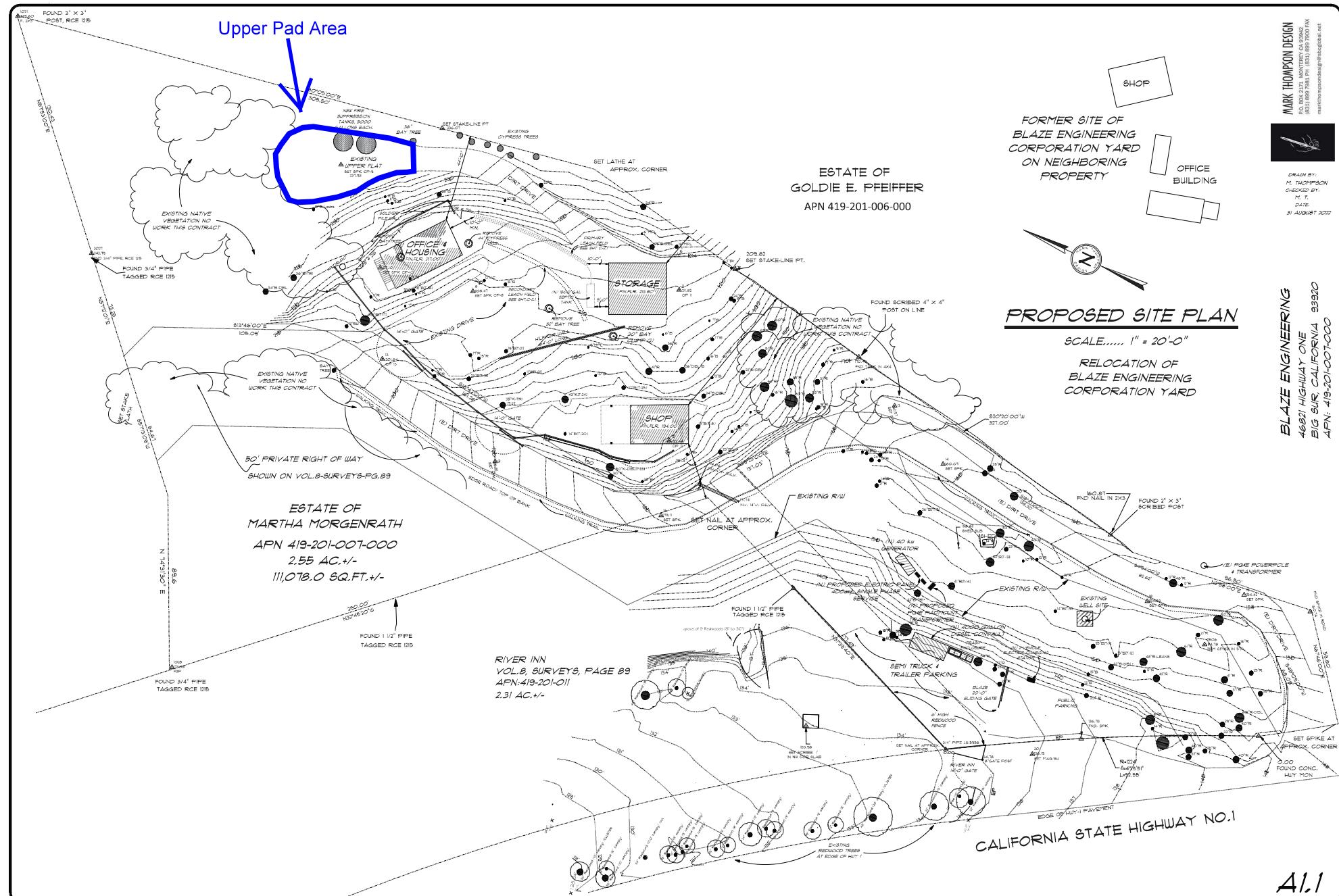


Exhibit F - PG&E Utility Extension

