



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

120641 ATTEST *William C. Zaepfel* SECRETARY

When Recorded Return to:

William Lange

Box 928

Carmel, Calif. 93921

G 09579

GRANT OF EASEMENT

R	9
M	
RF	7
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REEL 1816 PAGE 733

RECORDED AT REQUEST OF

William Lange

MAR 4 4 20 PM '85

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

ROBERT L. BAKER, SELMA J. VINING, GERTRUDE H. SHAUFEL,
and THERESE B. LUEBKEMAN (hereinafter collectively referred
to as "Grantor") hereby grant to WILLIAM R. LANGE and MARTHA
LANGE (hereafter referred to as "Grantee"), and their heirs,
successors, administrators, executors, and assigns, an easement
for roadway purposes over property (hereinafter "the Servient
Tenement") located in Monterey County, California, situated
in Section 32, T. 17 S., R. 1 E., M.D.M., which Servient Tenement
is described more particularly on Exhibit "A" attached
hereto, and incorporated herein by reference. Said easement
is more particularly described in Exhibit "B", attached and
incorporated herein by reference and in Exhibit "C" attached
and incorporated herein by reference. Said easement is as
described in Exhibit "B" and includes that portion of the
"existing road" shown in Exhibit "C" by which that part of
the easement described in Exhibit "B" is reached.

This easement is granted in exchange for and in consideration
of the granting to Grantor by Grantee of a separate easement
over property owned by Grantee in which is known as "Englishman's
Canyon" as set forth on the Map attached as Exhibit "D" and
incorporated herein by reference.

The easement granted herein to the Grantee is an easement
appurtenant to the property now owned by Grantee ("the Dominant
Tenement") at each end of the described easement, which Dominant
Tenement is commonly described as Assessor's Parcels No.
417-021-32 and 417-021-43, lying within Sections 28, 29 and 32,
T.17 S., R. 1 E., M.D.M.

The easement is for a non-exclusive right of way for
pedestrian, vehicular and equestrian ingress and egress. In
places on the Servient Tenement where a roadway, as described on
Exhibit B, does not currently exist, Grantee is given the

improve the road surface to reasonably permit the purpose of the rights granted herein. In addition thereto, Grantee may be given the right in the future to erect a gate at each end of the roadway for stock control purposes, provided that the following conditions are satisfied: REEL 1816 PAGE 734

1. No lock shall be placed on said gate, or gates, for which Grantor is not given the keys and/or combination;

2. Prior to installing such gate or gates, Grantee shall obtain the approval of Grantor as to the location and design and construction thereof, which approval shall not be unreasonably withheld; and

3. Said gate, or gates, shall be erected at the sole expense of Grantee.

The easement granted herein includes incidental rights of repair and maintenance.

Grantor reserves the right to use the Servient Tenement including the roadway, for Grantor's own use.

This easement is binding upon and inures to the benefit of the successors and assigns of the parties hereto as owners of the Servient Tenement and the Dominant Tenement.

Should any party hereto commence a legal proceeding arising out of the within Grant of Easement as against the other party hereto, then the prevailing party or parties in such litigation shall be entitled to their attorneys fees and costs incurred in such proceeding.

DATED: 9/20/84

Robert L. Baker
ROBERT L. BAKER

Selma J. Vining
SELMA J. VINING

Gertrude H. Schauffel
GERTRUDE H. SHAUFEL

Real property located in the County of Monterey, State of California, designated as assessor's parcel nos. 602-448-02 and 602-448-01, commonly described as unimproved land located east of Highway 1 approximately ten miles south of Carmel near Joshua Creek. Said land is more particularly described as follows:

Lots seven, eight, nine, ten, eleven and twelve of Section twenty-nine and the Lot one of Section thirty-two in Township seventeen south of Range one east of the Mount Diablo Meridian, California, containing three hundred twenty and sixty-six hundredths acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office at San Francisco, California by the Surveyor General. Recorded: Patent No. 867042

and

The North One-half ($1/2$) of the Northeast Quarter ($1/4$) of Section Thirty-two (32); and the Northwest Quarter ($1/4$) of the Northwest Quarter ($1/4$) of Section Thirty-three (33); and the West One-third ($1/3$) of the Northeast Quarter ($1/4$) of the Northwest Quarter ($1/4$) Sec. 33 the Easterly line of this One-third ($1/3$) being Eighty-eight (88) ft. West of the Westerly side of the Davis house and running parallel to the Westerly line of said Northeast Quarter ($1/4$) of the Northwest Quarter ($1/4$) of Sec. Thirty-three (33), all situate in Township Seventeen (17) South, Range #1 East Mount Diablo Meridian and containing One Hundred Thirty-three and One-third ($133 \frac{1}{3}$) acres, more or less.

EXCEPTING THEREFROM:

Township 17, S, R. 1 E., M.D.M. Section 29 beginning S.E. corner Lot 12, North on Lot Line 600 feet to point of beginning, thence North 1500 feet, then W. 200 feet, then S.W. 45 Degrees 1061 feet, then S. 400 feet, then S.E. 62 Degrees, 700 feet, then East 30 feet to point of beginning, part of Lots 12 and 7, Section 29 Township No. 17, S, R, 1 E. M.D.M., 24 acres more or less.

Situate in Section 32, T.17 S., R.1 E., M.D.M., Monterey County, California and being more particularly described as follows:

Parcel I

A strip of land 30 feet wide for roadway purposes lying 15 feet on each side of and contiguous to the following described line:

Beginning at a point on the north line of Section 32 from which the northwest corner of the NE 1/4 of said section bears N.89° 36' W., 21.07 feet distant; thence from said point of beginning

1.) S.45° 00' W., 29.79 feet to a point on the west line of said Section 32 and end of described line.

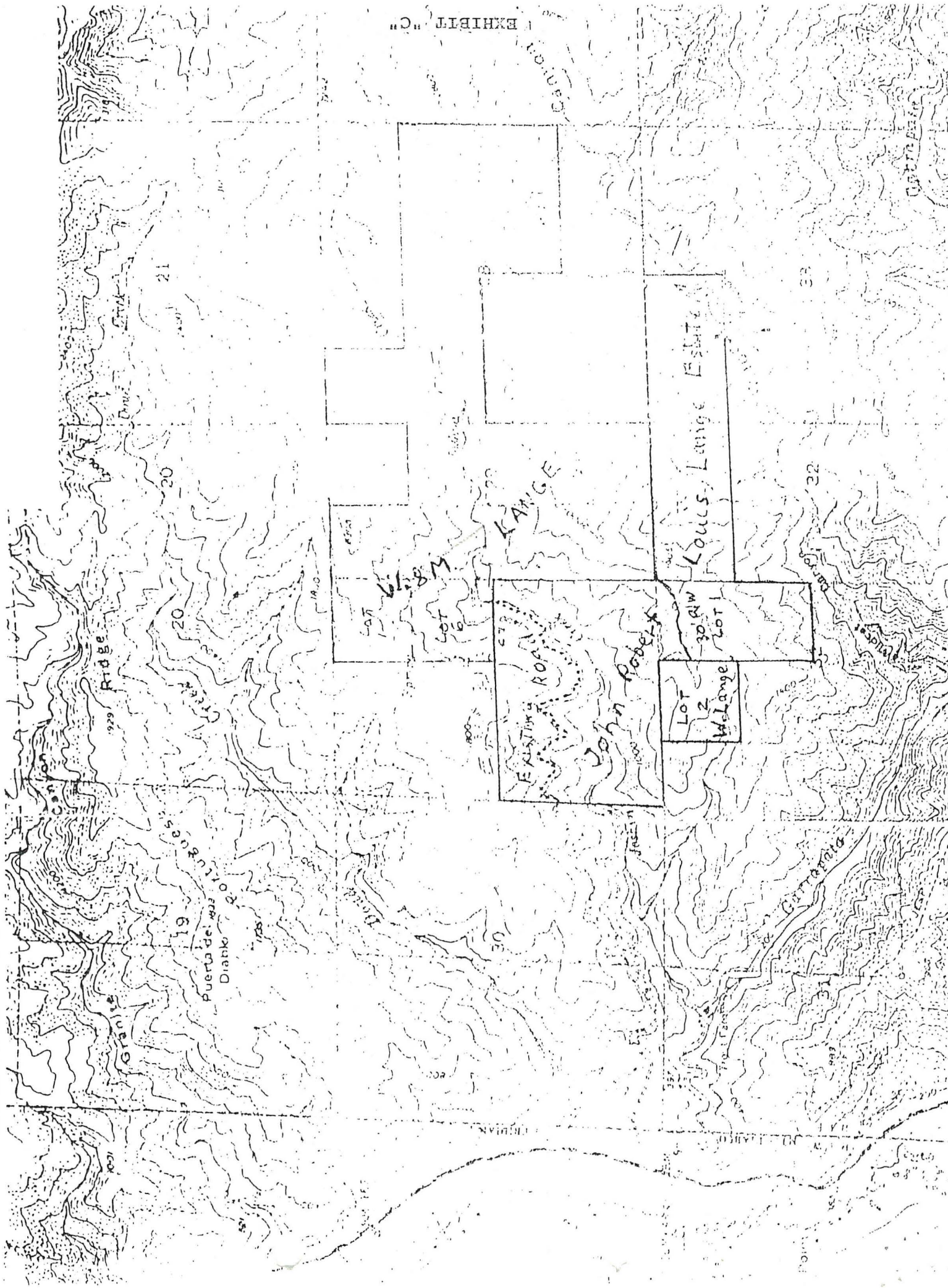
Parcel II

A strip of land 30 feet wide for roadway purposes lying 15 feet on each side of and contiguous to the following described line:

Beginning at a point on the east line of Lot 1 of Section 32 from which the northeast corner of said Lot 1 bears North 21.21 feet distant, said point of beginning also being at the south-westerly terminus of Course numbered 1 in Parcel I above; thence from said point of beginning

- 1.) S.45° 00' 00" W., 21.21 feet; thence
- 2.) South 63.79 feet; thence
- 3.) S.47° 05' 15" W., 420.97 feet to a point on a ridge; thence along said ridge
- 4.) S.77° 12' 00" W., 76.30 feet; thence
- 5.) S.65° 37' 20" W., 85.05 feet; thence
- 6.) S.75° 56' 00" W., 98.25 feet; thence
- 7.) N.68° 02' 45" W., 96.40 feet; thence
- 8.) S.82° 51' 30" W., 138.80 feet; thence
- 9.) S.71° 33' 00" W., 95.60 feet; thence
- 10.) S.87° 11' 00" W., 143.00 feet; thence
- 11.) S.73° 00' 00" W., 302.02 feet, more or less, to a point on the west line of the aforesaid Lot 1 from which the northwest corner of said Lot 1 bears North 578.53 feet, more or less, and end of described line.

EXHIBIT "B"



Recorded 7/8/35

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THIS AGREEMENT, made the 8th day of July, 1935, by and between EDWARD DOUD of the County of Monterey, State of California, the Party of the First Part, and RUDOLPH F. LANGE and JOHN R. L. LANGE, the Parties of the Second Part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) to him in hand paid, by the parties of the second part, the receipt whereof is hereby acknowledged, and upon the promises and subject to the conditions hereinafter expressed, does by these presents grant and convey unto the parties of the second part, and to their heirs and assigns forever, but subject to the conditions hereinafter expressed, a right of way for the passage of vehicles and livestock over and along the strips of land herein described as Parcels One and Two, respectively, and being situate in the County of Monterey, State of California, and particularly described as follows, to-wit:

PARCEL ONE:

A part of Section 30 in T. 17 S., R. 1 E., M. D. M., and of the Rancho San Jose Y' Sur Chiquito, particularly described as follows, to-wit:

A strip of land 20 feet in width, lying equally 10 feet on the sides of the following described center line

Route No.1,

Beginning at a point on the line between Sections 29 and 30, and from which the southwest corner of section 29 and the southeast corner of section 30, bears S. 2° 44' E., 1820 feet, a little more or less, distant, and running thence from said point of beginning,

- (1) S. 56° W., 150 feet to station R 1, thence,
- (2) S. 56° W., 140 feet to station R 2, thence,
- (3) S. 70° 10' W., 74 feet to station R 3, thence,
- (4) S. 39° 40' W., 92 feet to station R 4, thence,
- (5) S. 28° W., 176 feet to station R 5, thence,
- (6) S. 64° 30' W., 89 feet to station R 6, thence,
- (7) S. 32° 10' W., 70 feet to station R 7, thence,
- (8) S. 85° 35' W., 54 feet to station R 8, thence,
- (9) N. 42° 55' W., 63 feet to station R 9, thence,
- (10) N. 21° 55' W., 71 feet to station R 10, thence,
- (11) N. 17° W., 100 feet to station R 11, thence,
- (12) S. 78° 40' W., 30 feet to station R 12, thence,
- (13) N. 89° 40' W., 71 feet to station R 13, thence,
- (14) N. 69° 30' W., 36 feet to station R 14, thence,
- (15) N. 50° W., 75 feet to station R 15, thence,
- (16) N. 84° 40' W., 54 feet to station R 16, thence,
- (17) S. 40° 40' W., 92 feet to station R 17, thence,
- (18) S. 61° 45' W., 50 feet to station R 18, thence,
- (19) S. 36° 35' W., 82 feet to station R 19, thence,
- (20) S. 50° 50' W., 121 feet to station R 20, thence,
- (21) S. 65° 20' W., 40 feet to station R 21, thence,
- (22) S. 84° W., 38 feet to station R 22, thence,
- (23) S. 29° 15' W., 114 feet to station R 23, thence,
- (24) S. 67° 10' W., 167 feet to station R 24, thence,
- (25) N. 67° W., 30 feet to station R 25, thence,

- (26) N. $38^{\circ} 30'$ W., 64 feet to station R 26, thence,
- (27) N. $66^{\circ} 20'$ W., 110 feet to station R 27, thence,
- (28) N. $56^{\circ} 40'$ W., 58 feet to station R 28, thence,
- (29) S. $86^{\circ} 30'$ W., 96 feet to station R 29, thence,
- (30) N. $69^{\circ} 40'$ W., 68 feet to station R 30, thence,
- (31) S. $29^{\circ} 50'$ W., 234 feet to station R 31, thence,
- (32) S. $42^{\circ} 30'$ W., 43 feet to station R 32, thence,
- (33) S. $61^{\circ} 25'$ W., 231 feet to station R 33, thence,
- (34) S. $36^{\circ} 35'$ W., 80 feet to station R 34, thence,
- (35) S. $70^{\circ} 05'$ W., 43 feet to station R 35, thence,
- (36) N. $58^{\circ} 30'$ W., 40 feet to station R 36, thence,
- (37) N. $44^{\circ} 30'$ W., 168 feet to station R 37, thence,
- (38) S. $76^{\circ} 35'$ W., 78 feet to station R 38, thence,
- (39) S. 75° W., 89 feet to station R 39, thence,
- (40) S. $4^{\circ} 45'$ E., 79 feet to station R 40, thence,
- (41) S. 35° W., 109 feet to station R 41, thence,
- (42) S. 18° W., 135 feet to station R 42, thence,
- (43) S. $30^{\circ} 05'$ W., 41 feet to station R 43, thence,
- (44) S. 67° W., 31 feet to station R 44, from which a 4 x 4 survey post marked "Line", standing on the westerly boundary line of the Rancho San Jose Y' Sur Chiquito, on the north side of Joshua Creek, bears, S. $8^{\circ} 40'$ W., 558 feet distant, thence,
- (45) S. $84^{\circ} 30'$ W., 163 feet to station R 45, thence,
- (46) S. $22^{\circ} 45'$ W., 72 feet to station R 45 A, thence,
- (47) S. $39^{\circ} 30'$ W., 55 feet to station R 46, thence,
- (48) S. $17^{\circ} 05'$ W., 50 feet to station R 47, thence,
- (48) S. $44^{\circ} 20'$ W., 36 feet to station R 48, thence,
- (49) S. $64^{\circ} 10'$ W., 126 feet to station, R 49, thence,
- (50) S. $47^{\circ} 40'$ W., 118 feet to station R 50, thence,
- (51) S. $62^{\circ} 40'$ W., 103 feet to station R 51, thence,

- (52) S. 57° W., 59 feet to station R 52, thence,
- (53) S. 71° W., 87 feet to station R. 53, thence,
- (54) S. 45° W., 50 feet to station R 54, thence,
- (55) S. 68° 15' W., 91 feet to station R 55, thence,
- (56) S. 38° W., 22 feet to station R 56, thence,
- (57) S. 88° 45' W., 32 feet to station R 57, thence,
- (58) N. 85° W., 36 feet to station R 58, thence,
- (59) N. 31° 30' W., 47 feet to station R 59, thence,
- (60) N. 55° 45' W., 96 feet to station R 60, thence,
- (61) N. 11° 30' W., 37 feet to station R. 61, thence,
- (62) N. 49° W., 68 feet to station R 62, thence,
- (63) N. 23° 15' W., 67 feet to station R 63, thence,
- (64) N. 10° W., 71 feet to station R 64, thence,
- (65) N. 4° 30' E., 85 feet to station R 65, thence,
- (66) N. 45° 30' W., 106 feet to station R 66, thence,
- (67) N. 59° 45' W., 55 feet to station R 67, thence,
- (68) S. 63° 45' W., 75 feet to station R 68, thence,
- (69) S. 48° 45' W., 139 feet to station R 69, thence,
- (70) S. 47° 30' W., 96 feet to station R 70, thence,
- (71) S. 28° 30' W., 61 feet to station R 71, thence,
- (72) S. 47° W., 60 feet to station R 72, thence,
- (73) S. 52° 30' W., 61 feet to station R 73, thence,
- (74) S. 74° 15' W., 112 feet to station R 74, thence,
- (75) N. 66° W., 83 feet to station R 75, thence,
- (76) N. 72° W., 50 feet to station R 76, thence,
- (77) N. 78° 15' W., 64 feet to station R 77, thence,
- (78) N. 88° 39' W., 86 feet to station R 78, thence,
- (79) N. 67° 50' W., 252 feet to station R 79, thence,
- (80) N. 66° 50' W., 151 feet to station R 80, thence,
- (81) N. 66° 10' W., 175 feet to station R 81, thence,

(82) S. 88° W. 122 feet to station R 82, thence,
(83) S. 72° 40' W., 385 feet to station R 83, thence, post in
old fence,
(84) S. 69° 30' W., at 177 feet enter old County Road from
Monterey to Big Sur, 328 feet intersect easterly boundary of
California State Highway, from which a 4 x 4 survey post
marked ED Line bears S. 2° E., 172 feet distant, 382 feet to
the center of the California State Highway at Engineer's Station
385-78 thereof.
Containing 3.63 Acres, more or less.

PARCEL NO. 2

Route No. 2

Beginning at a point on the Line between Sections 29 and
30, and from which the southwest corner of Section 29 and the
southeast corner of Section 30, bears S. 2° 44' E., 1010 feet,
a little more or less, distant, and running thence along the
center of said 20 foot right of way,

- (1) S. 5° 45' W., 116 feet to station R 2, thence,
- (2) S. 30° 45' W., 74 feet to station R 3, thence,
- (3) S. 22° 30' W., 92 feet to station R 4, thence,
- (4) S. 35° 30' W., 62 feet to station R 5, thence,
- (5) S. 42° 45' W., 88 feet to station R 6, thence,
- (6) S. 77° 45' W., 158 feet to station R 7, thence,
- (7) S. 30° 15' W., 69 feet to station R 8, thence,
- (8) S. 60° W., 76 feet to station R 9, thence,
- (9) N. 73° 30' W., 106 feet to station R 10, thence,
- (10) N. 62° W., 57 feet to station R 11, thence,
- (11) N. 83° W. 92 feet to station R 12, thence,

- (12) N. 57° 45' W., 75 feet to station R 13, thence,
- (13) S. 85° W., 78 feet to station R 14, thence,
- (14) N. 64° 30' W., 164 feet to station R 15, thence,
- (15) N. 36° W., 53 feet to station R 16, thence,
- (16) S. 61° 30' W., 182 feet to station R 17, thence,
- (17) S. 88° W., 67 feet to station R 18, thence,
- (18) S. 57° 30' W., 93 feet to station R 19, thence,
- (19) S. 79° W., 58 feet to station R 20, thence,
- (20) N. 75° W., 176 feet to station R 21, thence,
- (21) N. 44° W., 107 feet to station R 22, thence,
- (22) S. 79° 15' W., 186 feet to station R 23, thence,
- (23) S. 66° W., 153 feet to station R 24, thence,
- (24) S. 51° W., 244 feet to station R 25, thence,
- (25) S. 70° 45' W., 24 feet to station R 26, thence,
- (26) N. 88° 15' W., 105 feet to station R 27, thence,
- (27) N. 49° 30' W., 147 feet to station R 28, thence,
- (28) N. 36° 15' W., 32 feet to station R 29, thence,
- (29) S. 33° 30' W., 238 feet to station R 30, thence,
- (30) S. 62° 15' W., 36 feet to station R 31, thence,
- (31) S. 82° 30' W., 76 feet to station R 32, from which a 4 x 4 survey post marked "Line" standing in the east boundary line of the Rancho San Jose Y' Sur Chiquito, on the northwest side of Joshua Creek bears, S. 18° 30' W., 320 feet, a little more or less distant, thence,
- (32) N. 83° 31' W., 110 feet to station R 33, thence,
- (33) S. 42° 15' W., 57 feet to station R 34, thence,
- (34) S. 65° 45' W., 330 feet to station R 35, thence,
- (35) S. 71° W., 191 feet to station R 36, thence,
- (36) S. 81° W., 115 feet to station R 37, thence,

(37) S. 73° 30' W., 103 feet to station R. 56, of the above described Right-of-Way, Route No. 1, (20 feet wide),
Containing an area of 1.92 acres, more or less.

Nothing shall be construed herein, as in anyway establishing any property line or section or Grant Line, and all ties given herein to section lines or section corners or property lines or corners are only for the purpose of identifying the position of the above described road easement of way.

Said rights of way are upon these express conditions,
to-wit:

(1) Said rights of way shall be used solely for the personal and private use of said parties of the second part, and the immediate members of the families of the said parties of the second part, and said rights of way shall be maintained in such a manner as to preserve the privacy of the rights of all of the three parties to this agreement.

(2) The said parties of the second part shall not permit said rights of way to be used for or by hunters, campers, or for gun club purposes.

(3) A locked gate shall be maintained at the westerly end of said roads, and also the easterly end of said roads, duplicate keys to be in the possession of said parties to this agreement, it being understood that the parties of the second part shall not furnish duplicate keys to any one other than those herein specified, as parties to this agreement.

(4) Said road shall be constructed in such a manner as

not to endanger the livestock of the said party of the first part, and cuts and fills shall be, if reasonably necessary, protected by fencing to prevent injury to livestock.

(5) The parties of the second part agree that all of the work of construction of said road shall be at their sole expense, and said road shall be so constructed and maintained as to permit the ready and convenient passage of motor vehicles along said rights of way.

(6) It is understood and agreed that the said roads shall be constructed by the said parties of the second part within the boundaries of the right of way herein described, but that the width of said road to be so constructed need not be of necessity, wider than is reasonably required for the passage of motor vehicles along said rights of way.

(7) It is understood and agreed that this grant is intended for right of way purposes only, and that the said party of the first part reserves all and every right, title, interest, and estate in and to said real property other than is reasonably required for the purposes for which said strip of land is required under the conditions and agreements herein contained.

(8) The foregoing grant of right of way is on the express condition that the said parties of the second part, their heirs, executors, administrators, and lessees, shall use the said strip of land for the sole purposes herein specifically set out, and only as appurtenant to the lands of said parties of the second part, and that in the event the said parties of the second part shall fail to use the said right of way for the purposes herein specified, and upon the conditions herein provided, then the whole of the es-

tate hereby granted and conveyed shall immediately revert to and become the property of the party of the first part, his successors and assigns forever, to be held and enjoyed by said party of the first part forever; and the said party of the first part hereby expressly reserves to himself, his successors and assigns the right to enter upon said strips of land, and to take absolute possession thereof, for and upon the breach of the aforesaid conditions, or any of them.

The parties of the second part agree that in constructing the road over the right of way herein granted they will not cut down or destroy any redwood trees.

In consideration of the execution of this agreement, the parties of the second part further agree to construct a road for said party of the first part, commencing at Station R27, of the property heretofore described, and extending down to the bottom of Joshua Creek.

And the parties of the second part hereby, in consideration of the foregoing, agree to be, and by the acceptance of this conveyance of right of way, acknowledge that they are bound by, and bind their heirs, executors, and administrators in and by

the following conditions:

STATE OF CALIFORNIA,

County of Monterey

On this 8th day of July, in the year One Thousand Nine Hundred and thirty five

before me, J. T. HARRINGTON, a Notary Public, in and for the County of Monterey, personally appeared

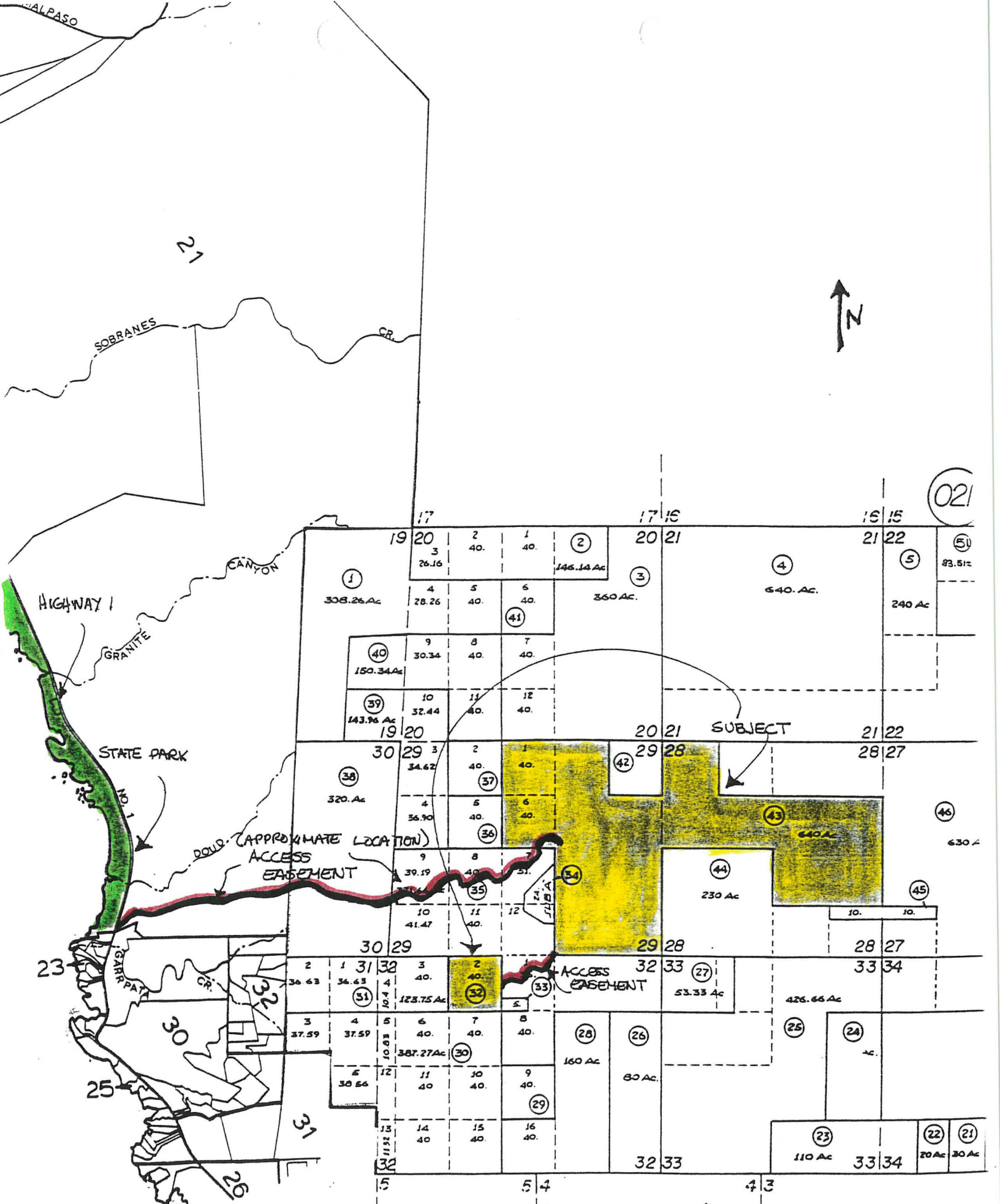
Edward Donald Russell
Lange and John S. James Lange

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Monterey, State of California, the day and year in this certificate first above written.

(General)

Notary Public in and for the County of Monterey, State of California



(COMPOSITE PLAT MAP) T. 18 S., R. 1 E.
(NOT TO SCALE)