

Stephen L. Vagnini
Monterey County Recorder
Filed at the request of
First American Title

RANJELIQUE
5/31/2012
11:02:18

Recording Requested By And
When Recorded Return to:

Monterey County Parks Department
Attention: David E. Lutes
P.O. Box 5249
Salinas, CA 93915

DOCUMENT: **2012031843**



Titles: 2/ Pages: 20

Fees....
Taxes....
Other...
AMT PAID

documentary transfer tax is D-tranfer to county agency

**IRREVOCABLE OFFER TO DEDICATE A NONEXCLUSIVE
TRAIL EASEMENT AND DECLARATION OF RESTRICTIONS**

THIS Irrevocable Offer to Dedicate a Trail Easement and Declaration of Restrictions ("Offer of Dedication") is made by and between UNITED SECURITY BANK AND MONTEREY COUNTY BANK ("Owners" or "Grantors") and the COUNTY OF MONTEREY, a political subdivision of the State of California ("County" or "Grantee"), and their respective successors and assigns;

WITNESSETH:

WHEREAS, UNITED SECURITY BANK and MONTEREY COUNTY BANK each hold an interest in or relating to that certain real property located in the County of Monterey, State of California, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the County is the owner of certain real property known as Jacks Peak Park, located in close proximity to the Property;

WHEREAS, on October 18, 2011, the Board of Supervisors of the County of Monterey approved a vesting tentative map for a Resubdivision under the name of York Highlands subject to Conditions numbered 67 and 68 of Board of Supervisors Resolution No. 11-342 ("Resubdivision"). This Resubdivision involved a redesign of a portion of Monterra Phase VIII and all of Monterra Phase X of the Monterra Ranch Subdivision arising out of the failure by the Monterra Ranch Subdivision developer MONTERRA RANCH PROPERTIES, LLC, a

California limited liability company to perform its obligations to complete subdivision improvements for Monterra Phase VIII and Phase X, and the County's notification to property owners that the County would initiate reversion or foreclosure proceedings unless property owners provided adequate security to secure the completion of the subdivision improvements.

WHEREAS, Condition Numbers 67 and 68 of Resolution 11-342 provide as follows:

A. Condition No.67

The Applicant shall offer to dedicate a twenty (20) foot public recreational trail easement over the subdivided property in accordance with the Greater Monterey Peninsula Plan Policy 3.11 by providing a portion of a connection trail along the Jacks Peak Park/Laureles Grade ridgeline and in conference with Parks Department. The trail easement shall be offered to the County through an Irrevocable Offer to Dedicate Agreement, which shall set forth the terms, conditions, restrictions and subsequent use and location of the public recreational trail. The specific trail alignment shall be located entirely within the trail easement as described and shown on the Applicant's Final Map. The Director of Parks and the Director of Planning shall approve the final alignment for the trail easement. The trail easement shall not be opened to the public for trail access until such time as the County accepts the trail easement under the terms and conditions of the Irrevocable Offer to dedicate, and thereafter assumes the responsibility for use of the public trail.

B. Condition No. 68

The County shall accept from the Developer the Irrevocable Offer to Dedicate ("IOD") a Trail Easement prior to or within two (2) years from the date of filing the final map for the York Highlands subdivision. The Developer shall be obligated to include in the IOD, an Offer to construct the trail in the general location as illustrated in the Trail Illustration Map dated June 17, 2011, subject to the following conditions:

1. Developer shall provide County with written notice of the Filing of the Final Map, which shall serve to commence the two (2) year time period for County's acceptance of the IOD as well as, but exclusive of, the County's acceptance of the Developer's Offer to construct said trail.

2. The County and Developer, through the Parks Department, shall consider the cost of ongoing maintenance and liability for the use of the Trail, the responsible parties and the Improvements thereon.
3. Should the County accept the Offer to construct said trail in addition to accepting the IOD, the Developer shall have three (3) years within which to construct the trail.
4. Said trail shall consist of a 6- to 8- foot wide path of native materials as available and appropriate or as required for erosion control per engineered plans or County specifications ("Improvements"), as approved by the Parks Department, which approval shall not be unreasonably withheld.
5. County shall inspect the Improvements upon Developers' completion of it to ensure that the Improvements were constructed pursuant to the approved plans.
6. Upon determining that the Improvements are substantially consistent with the plans, County shall accept the Improvements by an action of the Board of Supervisors.
7. Thereafter, the Improvements shall be deemed complete and open to public use.
8. Should the County fail to accept this Offer to construct the trail within two (2) years from the date of filing the final map, Developer shall be relieved of its obligation to construct said Improvements.

WHEREAS, the County has placed the foregoing conditions on the approval of the vesting tentative map for the York Highlands Resubdivision, intending to modify and supersede the prior Irrevocable Offers to Dedicate previously recorded in the Official Records in the Office of the Recorder of the County of Monterey including the documents filed for record on February 10, 2000 at Document 2000008969, on December 26, 2001 at Document 2001108510, and on September 29, 1992 at Reel 2851, Page 713 insofar as such prior documents affect the real property described in Exhibit "A" attached hereto.

WHEREAS, the County has placed the foregoing conditions on the approval of the vesting tentative map for the York Highlands Resubdivision because a finding must be made

under the law that the proposed resubdivision is in conformity with the provisions of the County's General Plan and the Greater Monterey Peninsula Area Plan and that in the absence of the protections provided by the aforesaid conditions said finding could not be made.

WHEREAS, Owners have elected to comply with the conditions recited above and Owners execute this offer for an easement ("Offer of Dedication") over a strip of land ("Trail Easement"), the location of which is shown on that Map, Tract No. 1513, York Highlands Resubdivision filed for record on May 31, 2012, in Volume 24, Cities and Towns, at Page 34, in the office of the Recorder for the County of Monterey, State of California so as to enable Owners to undertake the Resubdivision of the Property; and

WHEREAS, Owners have agreed to the imposition of the foregoing conditions and is ready, willing and able to comply therewith. Owners intend to transfer its properties within York Highlands to a developer ("Developer"), and all obligations set forth herein shall be assumed by Developer and shall be binding on the Developer as successor in interest.

WHEREAS, it is intended that this Offer shall thereby qualify as enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution, and under the provisions of the California Revenue and Taxation Code Section 402.1;

NOW, THEREFORE, in consideration of the above, the mutual benefits and conditions set forth herein and the substantial public benefits to be derived from the Offer, County and Owners, and their successors and assigns hereby agree as follows:

I. Owners hereby irrevocably offer to dedicate to the County a non-exclusive easement for a trail for recreational hiking and equestrian purposes, over that area as shown on that Map, Tract No. 1513, York Highlands Resubdivision filed for record on May 31, 2012, in Volume 24, Cities and Towns, at Page 34, in the office of the Recorder for the County of Monterey, State of California, reserving therefrom to Owners a non-exclusive easement for installation, maintenance and repair of drainage improvements and utilities and access for maintenance of Owners' property and improvements located thereon and adjacent to said Trail ("Offer of Dedication"). The Trail Easement shall be

up to twenty (20) feet in width and the specific Trail alignment shall generally follow the alignment illustrated in Exhibit "B" ("Trail Alignment"), and shall be subject to approval by the Directors of the County Department of Planning and County Department of Parks.

II. The following declaration of restrictions subjects the Trail Easement to the following terms, conditions, and restrictions, which shall be effective from the time of recordation of this instrument:

(a.) **CONSTRUCTION AND USE OF TRAIL**

(1) The specific alignment and use of the Trail shall be consistent with any and all of the proposed residential or subdivision uses of the property and shall follow the alignment generally illustrated in Exhibit "B" attached hereto. Use of the Trail Easement shall be consistent with the uses allowed within the Jacks Peak Park and consistent with any future County trail management plan. Except as set forth herein below, no motorized vehicles or bikes shall be allowed in the trail or Trail Easement. There shall also be no allowance for picnicking, camping, fires, hunting or consumption of alcoholic beverages, and all pets must be on leash. There shall be no disturbance of residents, and there shall also be no firearms except by peace officers or otherwise authorized under law. The hiking and equestrian trail shall not be opened to the public until the trail is sign posted with these restrictions and directives.

(2) In the event that the Trail Easement is accepted by the County, there shall be no structures allowed to be constructed on the Trail Easement including but not limited to portable toilets or outhouses, parking facilities, garbage bins and/or picnic facilities. Development, including, but not limited to, the removal of trees and other major vegetation, grading, paving, or installation of structures, shall not occur or be allowed on the Trail Easement with the exception of the following, subject to applicable governmental regulatory requirements:

(i) the removal of hazardous substances or conditions, or non-native and diseased plants or trees;

(ii) the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties;

(iii) the installation, maintenance, and repair of underground utility lines;

(iv) the installation, maintenance, and repair of flood control or drainage improvements, or removal of obstructions to access subject to prior review and approval of the County's Director of RMA-Planning and Building Inspection Department;

(v) the installation of sign posts or fences, subject to the review and approval of the Director of RMA-Planning and Building Inspection Department and the Parks Department. The restrictions and directives of the Trail Easement may be sign posted by the Owners(s) of the property or Grantee. The Owner(s) of the Property may install "no trespassing" signs on or within the perimeter of the Trail Easement and adjacent to the trail, and may also install guidewires and/or low fencing within their discretion in order to facilitate direction of the trail and prevent trespassing. Any such fencing shall be low enough or open enough so as to not interfere with the passage of native wildlife; and

(vi) the removal of trees and other vegetation as required to construct and/or maintain the trail.

(3) Prior to the County's acceptance of this Offer of Dedication, County or its agent may enter onto the Trail Easement at times reasonably acceptable to the Owners of the Property, to ascertain whether the use restrictions set forth above are being observed, but the interest offered herein shall not confer any right of entry or use of the property except as set forth herein. Upon the County's acceptance of this Offer of Dedication, the County and its agent shall have a restricted right to enter onto said Trail Easement. Upon County's acceptance of the Trail Easement and the Improvements constructed thereon pursuant to Paragraph II(a)(4)(i), below, the public shall have an unrestricted right to use the Trail Easement for hiking and equestrian uses during the hours of daylight over the Trail Alignment.

(4) Except for the costs incurred by County and County's monitoring of compliance with the terms of this Offer of Dedication, Owners shall have the sole responsibility for the trail easement area being offered by Owners as described in Paragraph I until acceptance

of this Offer to Dedicate. However, in the event that Developer constructs the Improvements upon the Trail as set forth in paragraph II (a)(4)(i) below, Developers' responsibility for said Trail Easement shall continue until such time as Improvements are complete and accepted by the County pursuant to paragraph II(a)(4)(i), below.

(i) General. Owners further offer to construct the trail within the Trail Easement (hereinafter "Offer to Construct"). Owners intend to transfer its properties within York Highlands to a developer ("Developer"), and all obligations to construct the trail shall be assumed by Developer. Owners shall provide County with written notice of the filing of the final map for York Highlands, which shall serve to commence the two (2) year time period for County's acceptance of the Offer of Dedication as well as, but exclusive of, the County's acceptance of the Owners' Offer to Construct said trail.

(ii) In the event that County accepts the Offer to Construct said trail prior to or within two (2) years from the date of filing the final map for the York Highlands Resubdivision, Developer shall be obligated to construct a trail, or the segment thereof as accepted by the County, in the location generally illustrated in Exhibit "B" herein, subject to the provisions of paragraphs II(a)(4)(ii) and (iii), below, within three (3) years from the County's acceptance of this Offer to Construct.

Developer shall thereafter prepare plans and submit them for approval to the County Parks Department, and the County shall, at their sole expense, review and approve the plans for construction. Said trail plans shall consist of a 6- to 8- foot wide path of predominately native materials as available and appropriate or as required for erosion control per engineered plans or County specifications ("Improvements"), as approved by the Parks Department, which approval shall not be unreasonably withheld. County shall inspect, at its sole expense, the Improvements during and upon Developer's completion of it to ensure that the Improvements were constructed in substantial conformance to the approved plans. Upon notice by Developer of completion of the Improvements, the County shall promptly inspect such Improvements.

Upon determining that the Improvements are substantially consistent with the approved plans, County shall accept the Improvements by an action of the Board of

Supervisors. Such acceptance shall occur within ninety (90) days unless Developer consents to an extension of time; such consent shall not be unreasonably withheld. The Board of Supervisor's acceptance of the Improvements shall deem the Improvements complete and open to public use. Immediately upon such acceptance, the County, through the Parks Department, shall assume the full responsibility and cost of ongoing operations and maintenance and for all liability for the use of the Trail Easement and the Improvements thereon. The County shall be entirely responsible for patrol, maintenance, repair, and liability and provide indemnification of landowners incidental to such operations consistent with the terms of this Offer of Dedication. The County shall take responsible steps to regularly inspect the Trail Easement to assure compliance with this Trail Easement. Abuse of the Trail Easement will be defined as trespass, and the County shall enforce against any trespass through use of any peace officer including park rangers and deputy sheriffs.

Should the County fail to accept the Offer to Construct the trail within two (2) years from the date of filing the final map for the York Highlands Resubdivision, Developer shall be relieved of its obligation to construct said Improvements. Owners shall provide County with written notice of Filing which shall act to commence the two (2) year time period for County's acceptance of this Offer to Construct. The County shall not open the trail easement to the public for trail access until such time as the County accepts the trail easement under the terms and conditions of the Irrevocable Offer of Dedication, and assumes the full maintenance, operation, patrol and liability responsibility for use of the public trail.

(5) Owners or Owners' successors in interest may install a fence and gates limiting the use of the Trail Easement to daylight hours consistent with the times and uses allowed within Jacks Peak Park, subject to consistency with any future County trail management plan and the approval of the County's Director of Parks, which approval shall not be unreasonably withheld. Motorized vehicle use of the Trail Easement shall be limited to such access as is necessary for the construction and maintenance of the trail, fences and adjacent property, and public health and/or safety.

(b) **BENEFIT AND BURDEN**

The Offer of Dedication and Offer to Construct shall run with and burden the 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 the property from the date of recordation of this document and shall bind the Owners, the County and all successors and assigns.

(c) **TAXES AND ASSESSMENTS.**

The Owners agree to pay or cause to be paid all real property taxes and assessments levied or assessed against the Trail Easement area until such time as the County records a valid written acceptance of this Offer under the terms set forth in Section j herein, which valid written acceptance shall have the effect of a grant of a trail easement in gross and perpetuity, that shall run with the land and be binding on the heirs, assigns and successors of the Grantor. Upon valid acceptance by the County, County shall be responsible for all real property taxes and assessments, if any, assessed against the Trail Easement property.

(d) **CONSTRUCTION OF VALIDITY**

If any provision of these restrictions is held to be invalid or for any reason becomes unenforceable, no other provision shall thereby be affected or impaired.

(e) **ENFORCEMENT**

Any act or any conveyance, contract, or authorization whether written or oral by Owners, or County which uses, would cause to be used or would permit the use of the protected land contrary to the terms of this Offer will be deemed a breach thereof. Either party may bring any action in court necessary to enforce this Offer, including but not limited to, an injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It

is understood and agreed that all parties may pursue any appropriate legal and equitable remedies. The complaining party shall have the sole discretion to determine under what circumstances an action to enforce the terms and conditions of this Offer shall be brought in law or in equity. Any forbearance on the part of either party to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of that party's rights regarding any subsequent breach.

(f) **LIABILITY AND INDEMNIFICATION.**

Except as otherwise provided herein, this Offer is made upon the express condition that until acceptance of this Offer of Dedication by the County, the County, its agencies, departments, officers, agents, and employees are to be free from all liability and claims for damage by reason of any injury to any person or property of any kind, from any cause, except in matters arising out of the negligence of the County, while in, upon, or in any way connected with the trail easement. Owners hereby covenant and agree to indemnify, defend, and hold the County, its agencies, departments, officers, agents, and employees harmless from all liability, loss, costs, and obligation on account of or arising out of such injuries or losses. County shall have no right of control over, nor duties and responsibilities with respect to the Trail Easement by virtue of the fact that the right of the County to enter the land subject to the offer is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code Section 830. Owners' obligation to indemnify the County shall be construed as a covenant running with the land to terminate upon the County's acceptance of the Offer of Dedication. In such event that the County accepts the Offer to Construct within two (2) years of Filing the final map for the York Highlands Resubdivision, the Developer shall assume the responsibilities for the indemnification provided by this paragraph, which shall be extended until the Improvements have been accepted by the County pursuant to Paragraph II(a)(4)(i) above.

Upon such time as the Improvements are complete and opened by the County for public use, the County, through the Parks Department, shall assume the full cost of ongoing

maintenance, management, patrol, safety, and for any and all liability for any and all damages arising from the existence and/or the use of the Trail Easement and the Improvements thereon.

(g) **SUCCESSORS AND ASSIGNS**

Subject to the terms set forth in paragraph II(h), below, the terms, covenants, conditions, exceptions, obligations, and reservations contained in this Offer of Dedication and Offer to Construct shall be binding upon and inure to the benefit of the successors and assigns of both the Owners, and the County, whether voluntary or involuntary.

(h) **TERM**

The Offer of Dedication herein shall be binding upon the Owners and the heirs, assigns, or successors in interest to the property for two (2) years from the date of filing the final map for the York Highlands Resubdivision, which two-year period ends on may 31 2014. Upon recordation of a valid acceptance of this Offer of Dedication by the County, this Offer of Dedication and its terms, conditions, and restrictions shall have the effect of a grant of the Trail Easement in perpetuity and the terms, conditions or restrictions herein shall run with the land and be binding on the party's heirs, assigns, and successors.

(i) SATISFACTION OF CONDITIONS.

This Agreement shall supersede that certain Offer to Dedicate Non-Exclusive Trail Easements and Declaration of Restrictions document filed for record on September 29, 1992 at Reel 2851, Page 713, that certain Irrevocable Offer to Dedicate A Trail and Declaration of Restrictions recorded on February 10, 2000 at Document 2000008969, and that certain Irrevocable Offer to Dedicate A Trail and Declaration of Restrictions recorded on December 26, 2001 at Document 2001108510, all in the Official Records, in the Office of Recorder for the County of Monterey, California, and only insofar as said recorded documents affect the Property described in Exhibit "A". This Agreement shall satisfy Condition Nos. 67 and 68 of Board of Supervisors Resolution 11-342, as those conditions apply to York Highlands.

(j) ACCEPTANCE.

Acceptance of the Offer of Dedication and Offer to Construct, respectively, may be accepted only after the full and complete satisfaction of each of the following conditions precedent:

1. The County's acceptance of the Offer of Dedication shall be in writing and shall expressly state the County's agreement to the specific terms, conditions, restrictions and other obligations contained in this Offer of Dedication relating to the construction, operation, maintenance, and repair of the trail and Trail Easement. The County's acceptance of the Offer to Construct shall specify the segment of trail being accepted for construction as Segment 1, or Segment 2 or both Segments 1 and 2 as illustrated in Exhibit "B" .

2. The County shall enter into a separate and enforceable written agreement with the Owner(s) of the Property, providing that the County shall assume all liability for, and indemnify and hold harmless the Owner(s) of the Property and their successors in interest, officers, agents, and employees from all claims for injury or death to person or damage to property arising out of the use by the public of the Trail Easement as follows:

County and each subsequent holder of the Trail Easement shall hold harmless, indemnify and defend Grantor and its heirs, personal representatives, successors, and assigns from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Trail Easement, regardless of cause, unless due solely to the willful misconduct of the Grantor and its heirs, personal representatives, successors, and assigns; (2) the obligations specified in the Trail Easement, and (3) the existing or administration of the Trail Easement. County's obligation to indemnify Grantor shall be construed as a covenant running with the land.

3. The County shall enter into a separate and enforceable agreement with applicable agencies, which shall provide for the routine security and patrol of the Trail Easement and nearby area by an appropriate law enforcement agency or agencies.

4. The County and Developer, through the Parks Department, shall consider the cost of ongoing maintenance and liability for the use of the Trail, the responsible parties and the Improvements thereon. The County shall not accept the Offer to Construct the trail until such time as the County has approved a trail management plan, which addresses trail access east and west of the Property as part of the County's trail system.

A copy of each of the separate and enforceable written agreements required for acceptance shall be attached as exhibits to the County's written acceptance of the Offer of Dedication and Offer to Construct, respectively, and duly recorded. Upon such recordation of valid written acceptance, the Offer of Dedication, and its terms, conditions, and restrictions shall have the effect of a grant of a trail easement in gross and perpetuity, that shall run with the land and be binding on the heirs, assigns and successors of the Grantor. Failure by the County to comply with each and every one of the conditions provided above at the time of acceptance of this Offer of Dedication and Offer to Construct, respectively, shall render any such acceptance invalid.

(k) **NOTICE**

All notices shall be in writing and shall be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent first-class, postage prepaid. Notices shall be sent by mail to the following:

For the County:		
Clerk to the Board of Supervisors	and	Monterey County Parks Department
168 West Alisal Street, 1 st Floor		855 East Laurel Drive, Bldg. "G"
Salinas California 93901		Salinas, CA 93905

For the Grantors:

Charles T. Chrietzberg, Jr., President
Monterey County Bank
601 Munras Avenue
Monterey, CA 93940

Dennis R. Woods, President
United Security Bank
2126 Inyo Street
Fresno, CA 93721

with a copy to:

Wanger Jones Helsley PC
Attention Timothy Jones Esq.
265 River Park Circle
Suite 310
Fresno, Ca 93720
Fax: (559) 233-9330

(l) **RECORDING.**

The parties or either of them shall cause this agreement to be recorded concurrently with the filing of the final map for the York Highlands Resubdivision in the Official Records of the Monterey County Recorder, California.

(m) **ENTIRE AGREEMENT.**

This Offer of Dedication contains the entire agreement among the parties respecting trail access for York Highlands, herein, and supersedes all prior Irrevocable Offers to Dedicate previously recorded in the Monterey County Recorder's Office including but not limited to the aforementioned offers filed for record on September 29, 1992 at Reel 2851 at Page 712, on February 10, 2000 at Document 2000008969, and on December 26, 2001 at Document 2001108510 only insofar as these prior offers affect the real property described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates set forth beside their respective signatures.

UNITED SECURITY BANK

By: Dennis R. Woods
Dennis R. Woods, President

Date: 5/17/12

MONTEREY COUNTY BANK

By: Charles T. Chritzberg, Jr.
Charles T. Chritzberg, Jr., President

Date: 5-17-12

COUNTY OF MONTEREY

Dave Potter
Chair, Board of Supervisors
Dave Potter

Date: 5-23-10

ATTEST:

Denise Hancock
~~Gail T. Borkowski~~ Denise Hancock
Clerk, Board of Supervisors ^{R.B.}

Date: 5-23-10

^{cto}
Board

Accepted
this is to certify that interest in real property conveyed by the deed or grant dated May 17, 2012 from Monterey County Bank to the County of Monterey, a Supervisor on May 22, 2012, (or by the undersigned officer or a grant or supervisors adopted on May 22, 2012) and the grantee consents to recordation thereof by its duly authorized officer.

APPROVED AS TO FORM:

CHARLES J. McKEE, COUNTY COUNSEL
COUNTY OF MONTEREY

By: Cynthia L. Hasson
Deputy County Counsel

Date: 5-22-12

Cynthia L. Hasson

State of California)

County of Monterey)

ss.

On MAY 17, 2012, before me, Linda M. Griffin-Wilson, a Notary Public, personally appeared Charles T. Chritzberg, Jr, 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 Linda M. Griffin-Wilson



State of California)

County of Merced)

ss.

On Mar 17, 2012, before me, Marina Mendez, a Notary Public, personally appeared DENNIS R. WOODS, 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 Marina Mendez



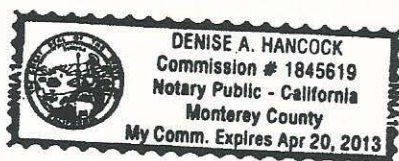
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey

On 5-23-12 before me, Denise A. Hancock, Notary
Date Here Insert Name and Title of the Officer

personally appeared Dave Potter
Name(s) of Signer(s)



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 Denise A. Hancock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

That certain real property situate in the County of Monterey, State of California,
described as all that real property shown on that Map filed for record on May 31, 2012, in
Volume 24, Cities and Towns, at Page 34, in the Office of the Recorder for the
County of Monterey, State of California excepting therefrom Ranch Lot 1 and Lot 44, *Tract No. 1513*

