

Exhibit “A”

Agreement signed by Rimm Resources, LLC

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277
Attn: Aaron R. Bock

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Affects APNs 126-190-014, 126-200-007, 126-200-028, & 126-340-026

PRIVATE VEHICULAR ACCESS MAINTENANCE AGREEMENT

This Private Vehicular Access Maintenance Agreement ("Agreement") is made and entered into as of September ____, 2020, by and among RIMM RESOURCES, LLC, a California Limited Liability Company ("Rimm"), the COUNTY OF TULARE, a political subdivision of the State of California ("County"), and VILLA DEL ARROYO MOORPARK LLC, a California Limited Liability Company ("Augusta"), to allocate responsibility for and the maintenance and repair of that certain Private Vehicular Access Easement (the "PVAE"), the location of which is identified below. Rimm, County, and Augusta are each a "Party" and together are the Parties" to this Agreement, which is made with reference to the following:

A. Each of the Parties, in addition to non-party John E. Trask, Trustee of Trust A under the Task Family 1999 Trust dated July 14, 1999 ("Trask"), owns and operates real property that is adjacent to and receives private access from a roadway sometimes known as Avenue 268 or Park Road. The westerly 1368 feet of the roadway is owned by Augusta and is more particularly described in Exhibit C-2 of this PVAE. The easterly 432 feet is owned by the County and is more particularly described in Exhibit D-2. The PVAE provides access to that roadway. More specifically, (i) Rimm owns the real property denominated as APN 126-200-028 ("Rimm Property"); (ii) County owns and operates a County Maintenance Yard on the real property denominated as APN 126-190-014 ("County Property"); (iii) Trask owns and resides on the real property denominated as APN 126-200-007 ("Trask Property"), which is currently improved with two single-family dwellings; and (iv) Augusta owns and operates a mobile home park known as Mooney Grove Mobile Home Park on the real property denominated as Assessor's Parcel Number (APN) 126-340-026 ("Augusta Property"). The Parties' respective real properties and PVAE are depicted on the attached Exhibit A, and for ease of reference may be referred to collectively as "the Properties", and the PVAE is described in Exhibit A-1.

B. The PVAE provides private vehicular and pedestrian access to the Rimm Property, Trask Property, and Augusta Property, as well as access to the County's maintenance yard by Maintenance employees to the County's Property. The PVAE is a private access road for use by the Parties tenants, visitors, emergency, utility and service personnel, guests, invitees and is not available for use by the general public for access to Mooney Grove Regional Park.

C. The PVAE has fallen into disrepair, and responsibility for its maintenance and repair has been uncertain.

D. Rimm recently was granted a Special Use Permit (PSP No. 18-009) by the County allowing the operation on the Rimm Property of a private school providing an agricultural-based learning program to adults 18 years of age and older with intellectual disabilities. As a condition of approval of PSP 18-009, Rimm is required to enter into an easement agreement for vehicular and pedestrian access across the PVAE and which provides for a portion of the future maintenance and repair of the PVAE. Execution and performance of this Agreement is intended to satisfy said conditions of approval, inclusive of any minor modifications to said Special Use Permit that County may grant in the future (collectively, the "PSP").

E. In connection with maintenance performed in the County's Mooney Grove Park, and otherwise, the County's maintenance personnel utilizes the existing PVAE, and it is in the best interests of the County that said existing road be and remain in functional and safe condition for traverse by County vehicles, including trucks and other wheeled equipment, in connection with activities on the County Property.

F. The continued use of the PVAE for vehicular access is contingent upon (i) **Augusta** granting a non-exclusive access easement over, on, upon, and across a portion of the Augusta Property to **Rimm, County, and Trask** and (ii) **County** granting a non-exclusive access easement over, on, upon, and across a portion of the County Property to **Rimm and Trask**, all as described below.

G. The Parties desire to fund the costs for upgrades to the PVAE and, ongoing maintenance of the PVAE, as described below.

H. To perfect their legal rights to the PVAE and receive the benefits of an upgraded and better-maintained PVAE, the Parties are willing to enter into this Agreement and perform their respective responsibilities hereunder.

I. It is the mutual desire of the Parties to make such provision by entering into this Agreement, which upon recordation shall constitute a covenant running with the land, binding upon, and enforceable by the Parties, all current and future owners of the PVAE.

NOW, THEREFORE, the Parties agree as follows:

1. Rimm Deposit for PVAE Upgrade Costs.

Within thirty (30) days of the full execution of this Agreement, and conditioned upon the continued compliance with the PSP, **Rimm** shall pay to **County** TWENTY THOUSAND DOLLARS (\$20,000.00) for use by the **County**, within the **County's** discretion, for upgrade costs of the PVAE ("Rimm Deposit"). The **County** will hold the **Rimm** Deposit in trust for disbursement for the stated purpose. The **Rimm** Deposit is a one-time maintenance cost, which will not limit future annual maintenance payments required by Section 5 below.

2. Augusta Deposit for PVAE Upgrade Costs.

Within thirty (30) days of the full execution of this Agreement, **Augusta** shall pay to the **County** FIVE THOUSAND DOLLARS (\$5,000.00) for use by the **County**, within the **County's** discretion, for upgrade costs of the PVAE ("**Augusta Deposit**"). The **County** will hold the **Augusta Deposit** in trust for disbursement for the stated purpose. The **Augusta Deposit** is a one-time maintenance cost, which will not limit future annual maintenance payments required by Section 5 below.

3. County Contribution for PVAE Upgrade Costs.

In consideration for its continued use of the PVAE in connection with its Maintenance Yard, the **County** will contribute funds, the amount of which shall remain within the discretion of **County**, but be not less than equal to the amounts contributed in total by **Rimm** and **Augusta** for upgrade costs of the PVAE (the "**County Upgrade Cost Contribution**"). The **County** will use the **County Upgrade Cost Contribution**, together with the **Rimm Deposit** and the **Augusta Deposit** to cause the construction of improvements set forth in **Exhibit B** within 1 years' time of the execution of the Agreement. If the improvements described on **Exhibit B** are not completed within 1 years' time, then the **County** will return the **Rimm Deposit** and the **Augusta Deposit**, and the Annual Payments (as defined in Section 5 below) to the respective Parties.

4. Trust Fund for Maintenance Costs – Annual Payments.

a. In addition to the payments set forth in Sections 2, and 3, above, **Rimm**, **Augusta**, and **County** shall be responsible to pay for the continued maintenance and repair of the PVAE in a safe and usable condition at the level of improvement prescribed by the Tulare County Ordinance Code for the use contemplated in the PVAE. **Rimm** and **Augusta** each shall make an annual maintenance payment of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) (the "**Annual Payment**") to the **County** to be held in trust for use toward future ongoing maintenance costs. The initial **Annual Payments** shall be payable to the **County** of Tulare, on or before December 31, 2020, and is thereafter payable to the **County** on or before December 31, of each successive calendar year and shall be paid at:

Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277

The **County** will contribute funds, the amount of which shall remain within the discretion of **County**, but be not less than equal to the amount of an Annual Payment (currently \$1,200.00). From the total of these funds, the **County** shall cause the PVAE to be maintained and repaired on an as-needed basis, which may be annually or otherwise as circumstances and the condition of the PVAE dictate, and shall annually provide **Rimm**, and **Augusta** with an accounting of the use of their **Annual Payments** hereunder.

b. The Parties agree that (i) the amount of each Party's Annual Payment, if any, is based on the current land uses of their respective properties (including the uses allowed by PSP No. 18-009 on the **Rimm Property** and any minor modifications to that Special Use Permit that **County** may grant in the future, but not including any potential uses of any of the properties that may be allowed by existing or

future zoning regulations) and resulting use of the PVAE; and (ii) such amount is subject to increase in the future if the respective Party's currently-existing land use of its adjoining real property and resulting use of the PVAE is materially increased in any way. The County will provide written notice to the Parties of any proposed increase in an Annual Payment allowed by this Section 4 and information supporting the calculation of such increase. Any dispute about the amount or need for such increase shall be subject to the dispute resolution procedures set forth in Section 12 below.

5. Renaming of and New Signage for Roadway.

a. At the request of Trask, the County will make a reasonable attempt to have the roadway described above renamed from Avenue 268 or Park Road to another name to be proposed by Augusta at its sole discretion, and to have new signage placed on or about the roadway to reflect its new name, if any. The new name and the placement of new signage is subject to approval of the City of Visalia and /or the California Department of Transportation ("CalTrans"), whichever agency is determined to have jurisdiction over such actions (the "approving agency"). Rimm and Augusta acknowledge that any renaming of the roadway will result in changes in the physical addresses of their respective properties and that they or their tenants, rather than County or the approving agency, will be responsible for any costs resulting from such changes. The County may pay any cost of processing the request to rename the roadway and of the new signage, if any, from the PVAE upgrade cost deposits provided for in Sections 1, 2, and 3 above.

b. Any failure or refusal of the approving agency to approve the requested renaming of the roadway and/or placement of new signage will not be considered a breach of this Agreement, will not be subject to the dispute resolution process of Section 12 below, and will not otherwise affect the Parties' obligations hereunder.

6. Mutual Indemnification.

a. **Rimm, and Augusta Indemnification of County.** Except in the case of liability arising from the gross negligence or intentional misconduct of County or an officer, agent or employee of the County, Rimm and Augusta shall jointly and severally defend, indemnify, and hold harmless County, County's Engineer, and its officers, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE; and

b. **Augusta and County Indemnification of Rimm.** Except in the case of liability arising from the gross negligence or intentional misconduct of Rimm or an officer, member, agent or employee of Rimm, Augusta and the County, shall defend, indemnify, and hold harmless Rimm, and its officers, members, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE; and

c. **Rimm and County Indemnification of Augusta.** Except in the case of liability arising from the gross negligence or intentional misconduct of **Augusta** or an officer, director, agent or employee of **Augusta**, **Rimm** and **County** shall defend, indemnify, and hold harmless **Augusta**, and its directors, officers, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE.

7. Grant of Easements.

a. In consideration of the performance of the terms and conditions of this Agreement by **Rimm**, and **County**, **Augusta** hereby grants to **Rimm**, **Trask**, and the **County**, and their respective successors and assigns, a permanent non-exclusive access easement over, on, upon, and across that portion of the **Augusta** Property described and depicted on the attached Exhibit C-1 and Exhibit C-2, in the form attached hereto as Exhibit "C", which shall be subject to recording with the Tulare County Recorder both as an exhibit to the Agreement and a free-standing easement deed. The Parties agree that **Augusta's** granting of such easement is related only to the current land uses of the **Trask**, **County** and the **Rimm** Property, including the uses allowed by PSP No. 18-009 and any minor modifications to that Special Use Permit that **County** may grant in the future as of the date of this Agreement. If any Party wishes to change the use or the zoning of its property that benefits from this easement, then the easement subject to the Section 7 of the is PVAE must be renegotiated to accommodate such new use. **Augusta** is under no obligation to modify the terms of this PVAE related to such change in use or zoning change.

b. In consideration of the performance of the terms and conditions of this Agreement by **Rimm**, **County** hereby grants to **Rimm** and **Trask** and their successors and assigns, a permanent non-exclusive access easement over, on, upon, and across that portion of the **County** Property described and depicted on the attached Exhibit D-1 and Exhibit D-2, in the form attached hereto as Exhibit "D", which shall be subject to recording with the Tulare County Recorder both as an exhibit to the Agreement and a free-standing easement deed.

8. Agreement Runs With the Land.

The foregoing provisions are for the benefit of the Parties. For this reason, it is intended by the Parties hereto that this Agreement shall constitute a covenant running with the **Rimm** Property, **County** Property, and **Augusta** Property and is binding upon the Parties and the heirs, executors, administrators, successors and assigns of each. To effectuate this purpose, this Agreement shall be recorded in the Office of the Tulare County Recorder, without delay, following the execution thereof. By the acceptance, subsequent to such recordation, of the delivery of a deed and/or conveyance, regardless of form, of any interest in any of the **Rimm** Property, **County** Property, or **Augusta** Property, or any portion thereof (such as the lots as defined as the creation of a new parcel), now existing or created in the future, any purchaser, donee, or other successor-in-interest of such interest shall be deemed to have consented to and become bound by this Agreement with all of the rights and obligations set forth herein.

9. Existing Rights Retained.

Notwithstanding any provision of this Agreement, or of the access easements granted hereunder, to the contrary, each Party hereby retains and reserves for itself and its respective heirs, executors, administrators, successors and assigns all of its existing rights concerning use of the roadway and underlying real property described above.

10. No Oral Modification; Consent of Parties.

The terms of this Agreement may be amended or modified only with the written consent of the Parties. No such amendment or modification shall be effective until recorded in the Office of the Tulare County Recorder.

11. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of California. In the event that any of the provisions herein are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. The venue for any dispute arising from the Agreement shall be the Tulare County Superior Court located in Visalia, California, and the Parties hereby consent to the jurisdiction of that court.

12. Disputes and Dispute Resolution; Default Provision.

If a dispute arises between or among any of the Parties out of or relating to this Agreement, or the claimed breach of the Agreement, then the Parties shall continue to perform their respective responsibilities during the pendency of such dispute. If such dispute cannot be settled through negotiation, then the respective Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties to the dispute must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party to the dispute. The Parties to the dispute will split equally all costs and fees required by the mediator; otherwise each Party to the dispute will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then any Party to the dispute may pursue litigation or otherwise exercise all of its rights at law or in equity to resolve the dispute.

13. Authority.

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that all Parties are relying on these representations in entering into this Agreement.

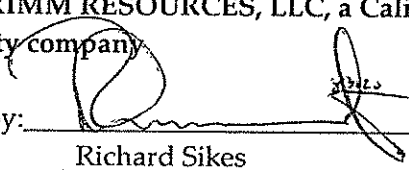
14. Counterparts.

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date subscribed hereinafter.

DATED: August 31, 2020

RIMM RESOURCES, LLC, a California limited liability company

By:  _____

Richard Sikes

Its: Managing Member

DATED: _____, 2020

VILLA DEL ARROYO MOORPARK LLC, a California limited liability company

By: Augusta Homes, a California nonprofit public benefit corporation, its sole member/managing member

By: _____

Suzanne Taylor

Its: Executive Director

DATED: _____, 2020

COUNTY OF TULARE

By: _____

Chair, Board of Supervisors

DATED: _____, 2020

ATTEST: Jason T. Brit, County Administrative Officer/Clerk of the Board of Supervisors

By: _____

Deputy

DATED: August 26, 2020

Approved as to Form:
County Counsel

By:  _____

Deputy County Counsel

Matter ID: 2019331

Exhibit A and A-1:

EXHIBIT "A"

LINE TABLE		
#	BEARING	DISTANCE
L1	S86°39'23"W	80.10'
L2	N03°20'37"W	30.00'
L3	S88°46'00"E	188.00'
L4	S86°39'23"W	82.00'
L5	S00°26'50"E	45.06'

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 25 EAST,
MOUNT DIABLO MERIDIAN

POINT OF BEGINNING
INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER
OF SECTION 18 AND THE EAST LINE OF STATE ROUTE 63,
AS RECORDED IN VOLUME 2762, PAGE 359, OF OFFICIAL RECORDS

MOONEY BLVD., STATE ROUTE 63

APN 126-200-007

S86°39'23"W 1528.32'

N86°39'23"E 1800.00'

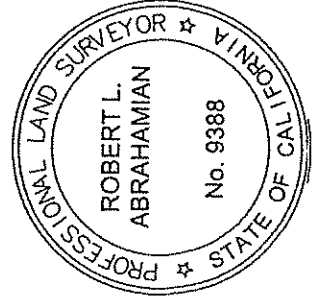
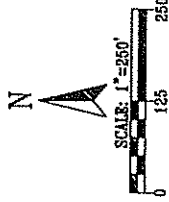
APN 126-200-026

APN 126-200-007

APN 126-200-028

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 18

L2
CITY OF VISALIA
COUNTY OF TULARE



Rob. Abrahamian
8/13/2020

LEGEND

- SUBJECT BOUNDARY LINE
- PROPERTY LINE
- - - SECTION LINE
- · - · - ROAD RIGHT OF WAY
- APN ASSESSOR PARCEL NUMBER
- DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE

EXHIBIT "A-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North $86^{\circ} 39' 23''$ East 80.10 feet, to a point in the easterly right of way line of State Route 63, as described in Grant Deed recorded in Volume 2762, Page 359 of Official Records of Tulare County, said point being the **Point of Beginning**;

thence continuing along said south line North $86^{\circ} 39' 23''$ East 1,800.00 feet;

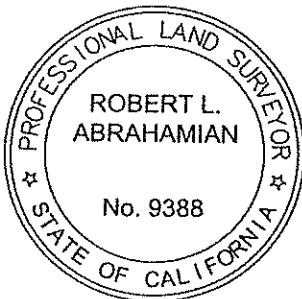
thence North $3^{\circ} 20' 37''$ West 30.00 feet to a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South $86^{\circ} 39' 23''$ West 1,528.32 feet;

thence North $88^{\circ} 46' 00''$ West 188.00 feet, to a point in a line parallel with and 45.00 feet northerly to said south line;

thence along said parallel South $86^{\circ} 39' 23''$ West 82.00 feet to a point in said easterly right of way line;

thence along said easterly right of way line South $00^{\circ} 26' 50''$ feet to the **Point of Beginning**.



Rob Abrahamian

8/13/2020

Exhibit B:

Exhibit C:

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors 2800
Burrel Street
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Affects APNs 126-190-014; 126-200-007, 126-200-028, & 126-340-026

PSP No. 18-009 PVAE- "Park Road"

GRANT OF EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Villa Del Arroyo Moorpark LLC, a California Limited Liability Company, does hereby give, grant, dedicate and convey unto the County of Tulare, John E. Trask, Trustee, Trust A under the Trask Family 1999 Trust dated July 14, 1999, and Rimm Resources LLC, a California Limited Liability Company a permanent non-exclusive access easement over, on, upon, and across the following described parcel of land situated in the County of Tulare, State of California described as follows:

See Exhibit C-1 and Exhibit C-2

Together with the right to enter upon and to pass and repass over and along said easement it is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the described parcel of land for those uses consistent with the PSP No. 18- 009 and those existing uses on each Party's respective properties as of the date of the PVAE Agreement recorded as Document No. _____.

The easements and covenants related thereto which are provided for in said Agreement and this Deed are deemed to be covenants running with the land in accordance with the provisions of California Civil Code Section 1460 and following, and the easements and covenants provided for herein are appurtenant to the real property described and run with the land and are binding upon and shall inure to the benefit of the heirs, successors, and assignees of the Parties hereto.

Dated _____, 2020

OWNER: Villa Del Arroyo Moorpark LLC, a California limited liability company

By: Augusta Homes, a California nonprofit public benefit corporation, its sole member/managing member

By: _____
Suzanne Taylor

Its: Executive Director

EXHIBIT "C-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North $86^{\circ} 39' 23''$ East 80.10 feet, to a point in the easterly right of way line of State Route 63, as described in Grant Deed recorded in Volume 2762, Page 359 of Official Records of Tulare County, said point being the **Point of Beginning**;

thence continuing along said south line North $86^{\circ} 39' 23''$ East 1,368.21 feet, to southeast corner of the property described in that certain Grant Deed, recorded July 12, 1999 as Document Number 1999-0052654, Official Records of the County of Tulare;

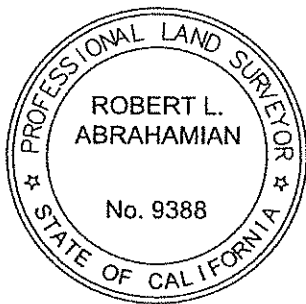
thence along the easterly line said property North $0^{\circ} 02' 19''$ East 30.05 feet to the northeast corner of said property, said corner being a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South $86^{\circ} 39' 23''$ West 1,098.31 feet;

thence North $88^{\circ} 46' 00''$ West 188.00 feet, to a point in a line parallel with and 45.00 feet distant to said south line;

thence along said parallel South $86^{\circ} 39' 23''$ West 82.00 feet to a point in said easterly right of way line;

thence along said easterly right of way line South $00^{\circ} 26' 50''$ feet to the **Point of Beginning**.



Rob Abrahamian

8/13/2020

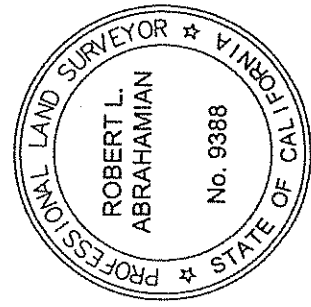
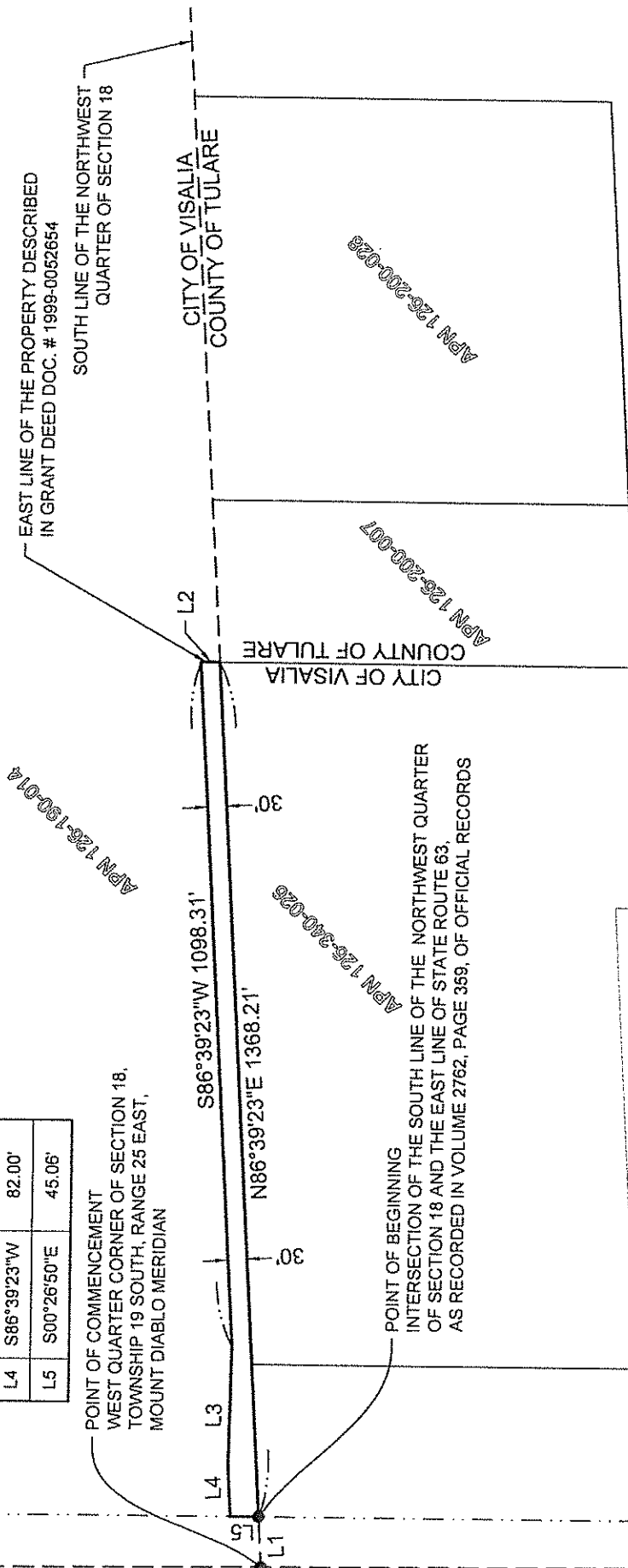
EXHIBIT "C-2"

LINE TABLE		
#	BEARING	DISTANCE
L1	N86°39'23"E	80.10'
L2	N00°02'19"E	30.05'
L3	N88°46'00"W	188.00'
L4	S86°39'23"W	82.00'
L5	S00°26'50"E	45.06'

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 25 EAST,
MOUNT DIABLO MERIDIAN

POINT OF BEGINNING
INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER
OF SECTION 18 AND THE EAST LINE OF STATE ROUTE 63,
AS RECORDED IN VOLUME 2762, PAGE 359, OF OFFICIAL RECORDS

MOONEY BLVD., STATE ROUTE 63



Robert Abrahamian
8/13/2020

LEGEND

—— SUBJECT BOUNDARY LINE
 ——— PROPERTY LINE
 - - - SECTION LINE
 - · - · - ROAD RIGHT OF WAY
 APN ASSESSOR PARCEL NUMBER
 DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE

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 _____

On _____, before me _____, a Notary Public,
personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacities, 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 _____

COUNTY OF TULARE
CERTIFICATE AND CONSENT TO RECORD
DEED OR GRANT
(GOVERNMENT CODE SECTION 27281)

Grantor(s): Villa Del Arroyo Moorpark LLC

Date of Grant:

Interest Granted: Grant of Easement

Road: PVAE- "Park Road"

APN: 126-340-026

Transaction: Private Vehicular Access Maintenance Agreement

PSP No.: 18-009

Pursuant to the authority conferred by resolution of the Tulare County Board of Supervisors on January 9, 1951, and recorded in Book 1489 of the Official Records of the County of Tulare at page 115, the interest in real property conveyed by the attached deed or grant is hereby accepted by the County of Tulare, and the County of Tulare hereby consents to the recordation thereof.

Dated: _____, 2020

DEANNE H. PETERSON, Tulare County Counsel, Authorized Agent

By _____, Deputy County Counsel

Exhibit D:

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors
2800 Burrel Street
Visalia, CA 93291

(This space for Recorders use only.)

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Affects APNs 126-190-014; 126-200-007; & 126-200-028

PSP No. 18-009 PVAE- "Park Road"

GRANT OF EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, County of Tulare, does hereby give, grant, dedicate and convey unto the Rimm Resources LLC, a California Limited Liability Company, and John E. Trask, Trustee, Trust A under the Trask Family 1999 Trust dated July 14, 1999, a permanent non-exclusive access easement over, on, upon, and across the following described parcel of land situated in the County of Tulare, State of California described as follows:

See Exhibit D-1 and Exhibit D-2

Together with the right to enter upon and to pass and repass over and along said easement it is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the described parcel of land for residential purposes, those uses consistent with the PSP and those existing uses by existing Parties at the time of issuance of the PSP No. 18-009 and the PVAE Agreement recorded as Document No. _____.

The easements and covenants related thereto which are provided for in said Agreement and this Deed are deemed to be covenants running with the land in accordance with the provisions of California Civil Code Section 1460 and following, and the easements and covenants provided for herein are appurtenant to the real property described and run with the land and are binding upon and shall inure to the benefit of the heirs, successors, and assignees of the parties hereto.

Dated: _____, 2020

OWNER: County of Tulare

By: _____
Chair, Board of Supervisors

EXHIBIT "D-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

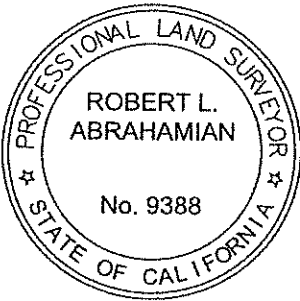
Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North 86° 39' 23" East 1,448.28 feet, to the southeast corner of the property described in that certain Grant Deed, recorded July 12, 1999 as Document Number 1999-0052654, Official Records of the County of Tulare, said corner being the **Point of Beginning**;

thence continuing along said south line North 86° 39' 23" East 431.79 feet,

thence North 3°20'37" West 30.00 feet to a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South 86°39'23" West 430.01 feet, to the northeast corner of said property;

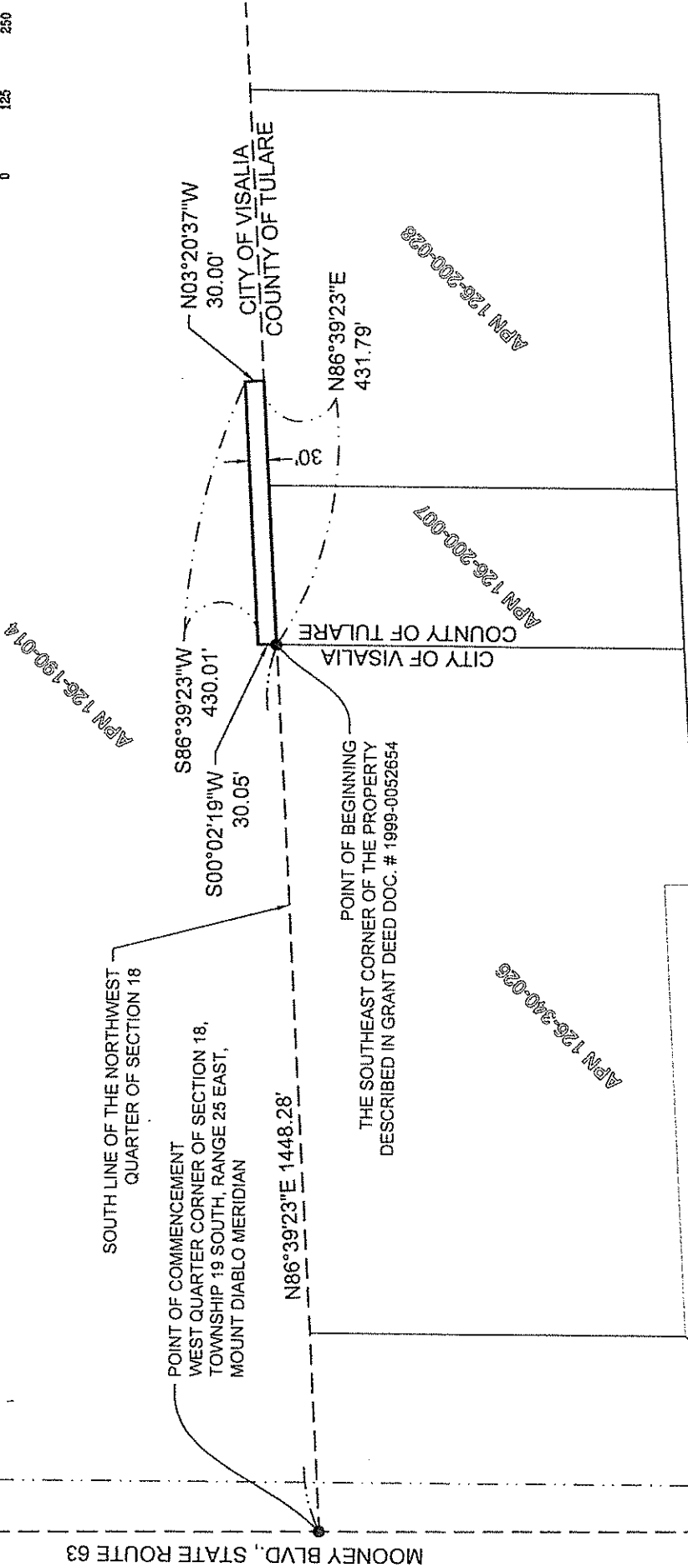
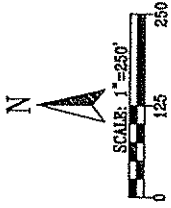
thence along the easterly line of said property South 00°02'19" West 30.05 feet to the **Point of Beginning**.



Rob Abrahamian

8/13/2020

EXHIBIT "D-2"



Rob. Abrahamian
8/13/2020

- LEGEND**
- SUBJECT BOUNDARY LINE
 - PROPERTY LINE
 - SECTION LINE
 - ROAD RIGHT OF WAY
 - APN ASSESSOR PARCEL NUMBER
 - DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE

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 TULARE

On _____, before me _____, a Notary Public,
personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacities, 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 _____

RIMM RESOURCES LLC
3806 LABORDE PL.
BAKERSFIELD, CA 93308

UnionBank
16-49/1220

10100

8/31/2020

PAY TO THE
ORDER OF _____
County Of Tulare

\$ **20,000.00

Twenty Thousand and 00/100*****

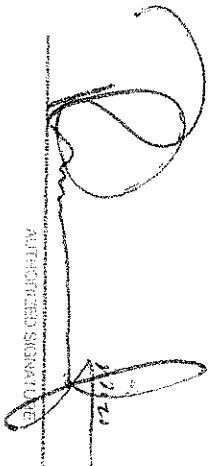
DOLLARS

County Of Tulare

MEMO

PSP#: 18-009 PVAE PARK ROAD

⑆010100⑆ ⑆122000495⑆ ⑆220031495⑆


AUTHORIZED SIGNATURE

Details on Back.

Photo Safe Deposit®

Exhibit “B”

**Agreement signed by Villa Del Arroyo
Moorpark LLC**

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277
Attn: Aaron R. Bock

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Affects APNs 126-190-014, 126-200-007, 126-200-028, & 126-340-026

PRIVATE VEHICULAR ACCESS MAINTENANCE AGREEMENT

This Private Vehicular Access Maintenance Agreement ("Agreement") is made and entered into as of September ____, 2020, by and among RIMM RESOURCES, LLC, a California Limited Liability Company ("Rimm"), the COUNTY OF TULARE, a political subdivision of the State of California ("County"), and VILLA DEL ARROYO MOORPARK LLC, a California Limited Liability Company ("Augusta"), to allocate responsibility for and the maintenance and repair of that certain Private Vehicular Access Easement (the "PVAE"), the location of which is identified below. Rimm, County, and Augusta are each a "Party" and together are the Parties" to this Agreement, which is made with reference to the following:

A. Each of the Parties, in addition to non-party John E. Trask, Trustee of Trust A under the Task Family 1999 Trust dated July 14, 1999 ("Trask"), owns and operates real property that is adjacent to and receives private access from a roadway sometimes known as Avenue 268 or Park Road. The westerly 1368 feet of the roadway is owned by Augusta and is more particularly described in Exhibit C-2 of this PVAE. The easterly 432 feet is owned by the County and is more particularly described in Exhibit D-2. The PVAE provides access to that roadway. More specifically, (i) Rimm owns the real property denominated as APN 126-200-028 ("Rimm Property"); (ii) County owns and operates a County Maintenance Yard on the real property denominated as APN 126-190-014 ("County Property"); (iii) Trask owns and resides on the real property denominated as APN 126-200-007 ("Trask Property"), which is currently improved with two single-family dwellings; and (iv) Augusta owns and operates a mobile home park known as Mooney Grove Mobile Home Park on the real property denominated as Assessor's Parcel Number (APN) 126-340-026 ("Augusta Property"). The Parties' respective real properties and PVAE are depicted on the attached Exhibit A, and for ease of reference may be referred to collectively as "the Properties", and the PVAE is described in Exhibit A-1.

B. The PVAE provides private vehicular and pedestrian access to the Rimm Property, Trask Property, and Augusta Property, as well as access to the County's maintenance yard by Maintenance employees to the County's Property. The PVAE is a private access road for use by the Parties tenants, visitors, emergency, utility and service personnel, guests, invitees and is not available for use by the general public for access to Mooney Grove Regional Park.

C. The PVAE has fallen into disrepair, and responsibility for its maintenance and repair has been uncertain.

D. **Rimm** recently was granted a Special Use Permit (PSP No. 18-009) by the County allowing the operation on the Rimm Property of a private school providing an agricultural-based learning program to adults 18 years of age and older with intellectual disabilities. As a condition of approval of PSP 18-009, Rimm is required to enter into an easement agreement for vehicular and pedestrian access across the PVAE and which provides for a portion of the future maintenance and repair of the PVAE. Execution and performance of this Agreement is intended to satisfy said conditions of approval, inclusive of any minor modifications to said Special Use Permit that County may grant in the future (collectively, the "PSP").

E. In connection with maintenance performed in the County's Mooney Grove Park, and otherwise, the County's maintenance personnel utilizes the existing PVAE, and it is in the best interests of the County that said existing road be and remain in functional and safe condition for traverse by County vehicles, including trucks and other wheeled equipment, in connection with activities on the County Property.

F. The continued use of the PVAE for vehicular access is contingent upon (i) **Augusta** granting a non-exclusive access easement over, on, upon, and across a portion of the Augusta Property to **Rimm, County, and Trask** and (ii) **County** granting a non-exclusive access easement over, on, upon, and across a portion of the County Property to **Rimm and Trask**, all as described below.

G. The Parties desire to fund the costs for upgrades to the PVAE and, ongoing maintenance of the PVAE, as described below.

H. To perfect their legal rights to the PVAE and receive the benefits of an upgraded and better-maintained PVAE, the Parties are willing to enter into this Agreement and perform their respective responsibilities hereunder.

I. It is the mutual desire of the Parties to make such provision by entering into this Agreement, which upon recordation shall constitute a covenant running with the land, binding upon, and enforceable by the Parties, all current and future owners of the PVAE.

NOW, THEREFORE, the Parties agree as follows:

1. **Rimm Deposit for PVAE Upgrade Costs.**

Within thirty (30) days of the full execution of this Agreement, and conditioned upon the continued compliance with the PSP, **Rimm** shall pay to **County** TWENTY THOUSAND DOLLARS (\$20,000.00) for use by the **County**, within the **County's** discretion, for upgrade costs of the PVAE ("**Rimm Deposit**"). The **County** will hold the **Rimm Deposit** in trust for disbursement for the stated purpose. The **Rimm Deposit** is a one-time maintenance cost, which will not limit future annual maintenance payments required by Section 5 below.

2. Augusta Deposit for PVAE Upgrade Costs.

Within thirty (30) days of the full execution of this Agreement, **Augusta** shall pay to the **County** FIVE THOUSAND DOLLARS (\$5,000.00) for use by the **County**, within the **County's** discretion, for upgrade costs of the PVAE ("**Augusta Deposit**"). The **County** will hold the **Augusta Deposit** in trust for disbursement for the stated purpose. The **Augusta Deposit** is a one-time maintenance cost, which will not limit future annual maintenance payments required by Section 5 below.

3. County Contribution for PVAE Upgrade Costs.

In consideration for its continued use of the PVAE in connection with its Maintenance Yard, the **County** will contribute funds, the amount of which shall remain within the discretion of **County**, but be not less than equal to the amounts contributed in total by **Rimm** and **Augusta** for upgrade costs of the PVAE (the "**County Upgrade Cost Contribution**"). The **County** will use the **County Upgrade Cost Contribution**, together with the **Rimm Deposit** and the **Augusta Deposit** to cause the construction of improvements set forth in **Exhibit B** within 1 years' time of the execution of the Agreement. If the improvements described on **Exhibit B** are not completed within 1 years' time, then the **County** will return the **Rimm Deposit** and the **Augusta Deposit**, and the Annual Payments (as defined in Section 5 below) to the respective Parties.

4. Trust Fund for Maintenance Costs – Annual Payments.

a. In addition to the payments set forth in Sections 2, and 3, above, **Rimm**, **Augusta**, and **County** shall be responsible to pay for the continued maintenance and repair of the PVAE in a safe and usable condition at the level of improvement prescribed by the Tulare County Ordinance Code for the use contemplated in the PVAE. **Rimm** and **Augusta** each shall make an annual maintenance payment of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) (the "**Annual Payment**") to the **County** to be held in trust for use toward future ongoing maintenance costs. The initial **Annual Payments** shall be payable to the **County** of Tulare, on or before December 31, 2020, and is thereafter payable to the **County** on or before December 31, of each successive calendar year and shall be paid at:

Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, CA 93277

The **County** will contribute funds, the amount of which shall remain within the discretion of **County**, but be not less than equal to the amount of an Annual Payment (currently \$1,200.00). From the total of these funds, the **County** shall cause the PVAE to be maintained and repaired on an as-needed basis, which may be annually or otherwise as circumstances and the condition of the PVAE dictate, and shall annually provide **Rimm**, and **Augusta** with an accounting of the use of their **Annual Payments** hereunder.

b. The Parties agree that (i) the amount of each Party's Annual Payment, if any, is based on the current land uses of their respective properties (including the uses allowed by PSP No. 18-009 on the **Rimm Property** and any minor modifications to that Special Use Permit that **County** may grant in the future, but not including any potential uses of any of the properties that may be allowed by existing or

future zoning regulations) and resulting use of the PVAE; and (ii) such amount is subject to increase in the future if the respective Party's currently-existing land use of its adjoining real property and resulting use of the PVAE is materially increased in any way. The County will provide written notice to the Parties of any proposed increase in an Annual Payment allowed by this Section 4 and information supporting the calculation of such increase. Any dispute about the amount or need for such increase shall be subject to the dispute resolution procedures set forth in Section 12 below.

5. Renaming of and New Signage for Roadway.

a. At the request of Trask, the County will make a reasonable attempt to have the roadway described above renamed from Avenue 268 or Park Road to another name to be proposed by Augusta at its sole discretion, and to have new signage placed on or about the roadway to reflect its new name, if any. The new name and the placement of new signage is subject to approval of the City of Visalia and /or the California Department of Transportation ("CalTrans"), whichever agency is determined to have jurisdiction over such actions (the "approving agency"). Rimm and Augusta acknowledge that any renaming of the roadway will result in changes in the physical addresses of their respective properties and that they or their tenants, rather than County or the approving agency, will be responsible for any costs resulting from such changes. The County may pay any cost of processing the request to rename the roadway and of the new signage, if any, from the PVAE upgrade cost deposits provided for in Sections 1, 2, and 3 above.

b. Any failure or refusal of the approving agency to approve the requested renaming of the roadway and/or placement of new signage will not be considered a breach of this Agreement, will not be subject to the dispute resolution process of Section 12 below, and will not otherwise affect the Parties' obligations hereunder.

6. Mutual Indemnification.

a. **Rimm, and Augusta Indemnification of County.** Except in the case of liability arising from the gross negligence or intentional misconduct of County or an officer, agent or employee of the County, Rimm and Augusta shall jointly and severally defend, indemnify, and hold harmless County, County's Engineer, and its officers, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE; and

b. **Augusta and County Indemnification of Rimm.** Except in the case of liability arising from the gross negligence or intentional misconduct of Rimm or an officer, member, agent or employee of Rimm, Augusta and the County, shall defend, indemnify, and hold harmless Rimm, and its officers, members, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE; and

c. **Rimm and County Indemnification of Augusta.** Except in the case of liability arising from the gross negligence or intentional misconduct of **Augusta** or an officer, director, agent or employee of **Augusta**, **Rimm** and **County** shall defend, indemnify, and hold harmless **Augusta**, and its directors, officers, agents, employees, and consultants, from and against all liability, claims, damages, losses, expenses, personal injury and other costs, including costs of defense and attorney's fees, of themselves and any other users of the PVAE, or any other third persons, arising out of or in any way related to the use, maintenance, or repair of, or the failure to repair or maintain, the PVAE.

7. Grant of Easements.

a. In consideration of the performance of the terms and conditions of this Agreement by **Rimm**, and **County**, **Augusta** hereby grants to **Rimm**, **Trask**, and the **County**, and their respective successors and assigns, a permanent non-exclusive access easement over, on, upon, and across that portion of the **Augusta** Property described and depicted on the attached Exhibit C-1 and Exhibit C-2, in the form attached hereto as Exhibit "C", which shall be subject to recording with the Tulare County Recorder both as an exhibit to the Agreement and a free-standing easement deed. The Parties agree that **Augusta's** granting of such easement is related only to the current land uses of the **Trask**, **County** and the **Rimm** Property, including the uses allowed by PSP No. 18-009 and any minor modifications to that Special Use Permit that **County** may grant in the future as of the date of this Agreement. If any Party wishes to change the use or the zoning of its property that benefits from this easement, then the easement subject to the Section 7 of the is PVAE must be renegotiated to accommodate such new use. **Augusta** is under no obligation to modify the terms of this PVAE related to such change in use or zoning change.

b. In consideration of the performance of the terms and conditions of this Agreement by **Rimm**, **County** hereby grants to **Rimm** and **Trask** and their successors and assigns, a permanent non-exclusive access easement over, on, upon, and across that portion of the **County** Property described and depicted on the attached Exhibit D-1 and Exhibit D-2, in the form attached hereto as Exhibit "D", which shall be subject to recording with the Tulare County Recorder both as an exhibit to the Agreement and a free-standing easement deed.

8. Agreement Runs With the Land.

The foregoing provisions are for the benefit of the Parties. For this reason, it is intended by the Parties hereto that this Agreement shall constitute a covenant running with the **Rimm** Property, **County** Property, and **Augusta** Property and is binding upon the Parties and the heirs, executors, administrators, successors and assigns of each. To effectuate this purpose, this Agreement shall be recorded in the Office of the Tulare County Recorder, without delay, following the execution thereof. By the acceptance, subsequent to such recordation, of the delivery of a deed and/or conveyance, regardless of form, of any interest in any of the **Rimm** Property, **County** Property, or **Augusta** Property, or any portion thereof (such as the lots as defined as the creation of a new parcel), now existing or created in the future, any purchaser, donee, or other successor-in-interest of such interest shall be deemed to have consented to and become bound by this Agreement with all of the rights and obligations set forth herein.

9. Existing Rights Retained.

Notwithstanding any provision of this Agreement, or of the access easements granted hereunder, to the contrary, each Party hereby retains and reserves for itself and its respective heirs, executors, administrators, successors and assigns all of its existing rights concerning use of the roadway and underlying real property described above.

10. No Oral Modification; Consent of Parties.

The terms of this Agreement may be amended or modified only with the written consent of the Parties. No such amendment or modification shall be effective until recorded in the Office of the Tulare County Recorder.

11. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of California. In the event that any of the provisions herein are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. The venue for any dispute arising from the Agreement shall be the Tulare County Superior Court located in Visalia, California, and the Parties hereby consent to the jurisdiction of that court.

12. Disputes and Dispute Resolution; Default Provision.

If a dispute arises between or among any of the Parties out of or relating to this Agreement, or the claimed breach of the Agreement, then the Parties shall continue to perform their respective responsibilities during the pendency of such dispute. If such dispute cannot be settled through negotiation, then the respective Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties to the dispute must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party to the dispute. The Parties to the dispute will split equally all costs and fees required by the mediator; otherwise each Party to the dispute will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then any Party to the dispute may pursue litigation or otherwise exercise all of its rights at law or in equity to resolve the dispute.

13. Authority.

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that all Parties are relying on these representations in entering into this Agreement.

14. Counterparts.

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date subscribed hereinafter.

DATED: _____, 2020

RIMM RESOURCES, LLC, a California limited liability company

By: _____

Richard Sikes

Its: Managing Member

DATED: 9/3, 2020

VILLA DEL ARROYO MOORPARK LLC, a California limited liability company

By: Augusta Homes, a California nonprofit public benefit corporation, its sole member/managing member

By:  _____

Suzanne Taylor

Its: Executive Director

DATED: _____, 2020

COUNTY OF TULARE

By: _____

Chair, Board of Supervisors

DATED: _____, 2020

ATTEST: Jason T. Brit, County Administrative Officer/Clerk of the Board of Supervisors

By: _____

Deputy

DATED: _____, 2020

Approved as to Form:
County Counsel

By: _____

Deputy County Counsel

Matter ID: 2019331



Exhibit A and A-1:

EXHIBIT "A"

LINE TABLE		
#	BEARING	DISTANCE
L1	S86°39'23"W	80.10'
L2	N03°20'37"W	30.00'
L3	S88°46'00"E	188.00'
L4	S86°39'23"W	82.00'
L5	S00°26'50"E	45.06'

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 25 EAST,
MOUNT DIABLO MERIDIAN

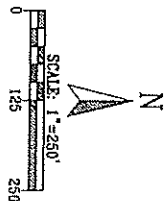
POINT OF BEGINNING
INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER
OF SECTION 18 AND THE EAST LINE OF STATE ROUTE 63,
AS RECORDED IN VOLUME 2762, PAGE 359, OF OFFICIAL RECORDS

MOONEY BLVD., STATE ROUTE 63

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 18

L2
CITY OF VISALIA
COUNTY OF TULARE

CITY OF VISALIA
COUNTY OF TULARE



LEGEND

- SUBJECT BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- - - ROAD RIGHT OF WAY
- APN ASSESSOR PARCEL NUMBER
- DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE



Robert L. Abrahamian
8/13/2020

EXHIBIT "A-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North $86^{\circ} 39' 23''$ East 80.10 feet, to a point in the easterly right of way line of State Route 63, as described in Grant Deed recorded in Volume 2762, Page 359 of Official Records of Tulare County, said point being the **Point of Beginning**;

thence continuing along said south line North $86^{\circ} 39' 23''$ East 1,800.00 feet;

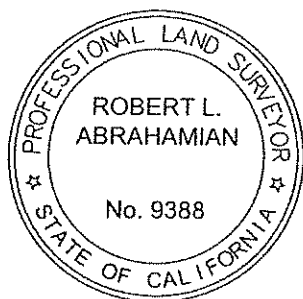
thence North $3^{\circ} 20' 37''$ West 30.00 feet to a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South $86^{\circ} 39' 23''$ West 1,528.32 feet;

thence North $88^{\circ} 46' 00''$ West 188.00 feet, to a point in a line parallel with and 45.00 feet northerly to said south line;

thence along said parallel South $86^{\circ} 39' 23''$ West 82.00 feet to a point in said easterly right of way line;

thence along said easterly right of way line South $00^{\circ} 26' 50''$ feet to the **Point of Beginning**.



Rob. Abrahamian

8/13/2020

Exhibit B:

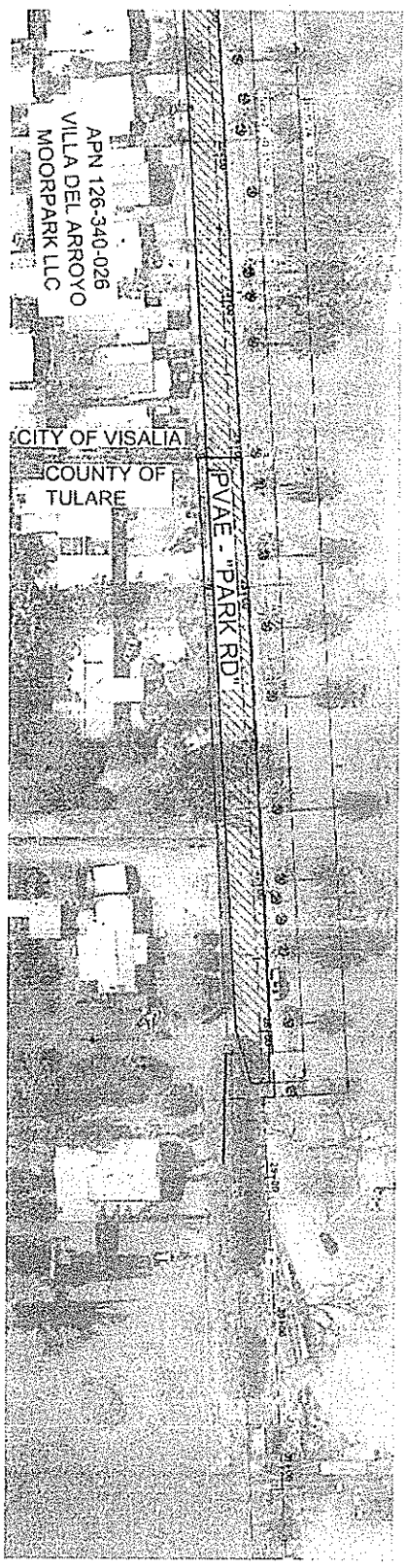
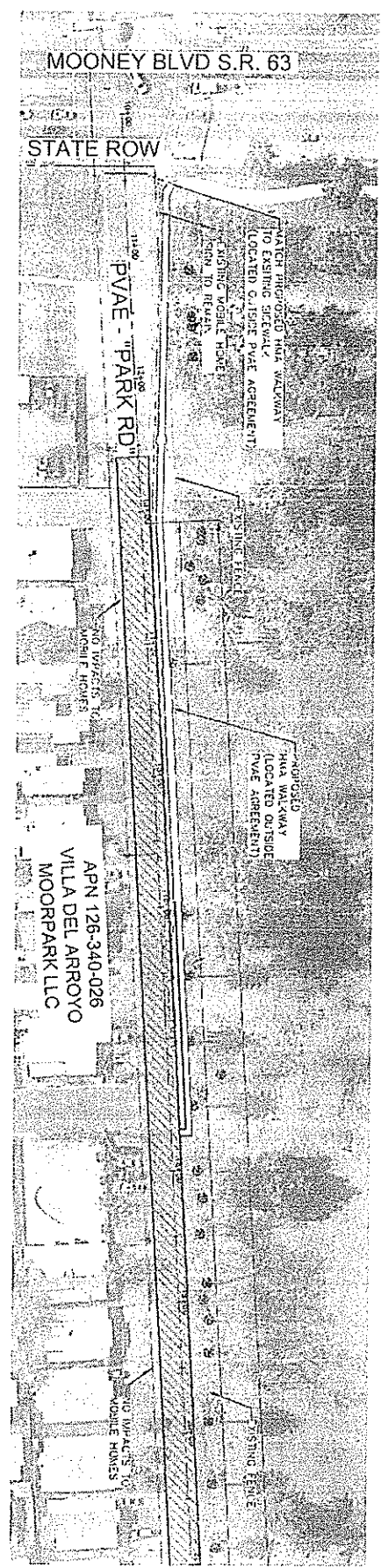
- LEGEND**
- UTILITY POLE
 - VALVES
 - SIGN
 - ⑨ TREES
 - EXISTING FENCE
 - - - PROPERTY LINE
 - HMA WALKWAY
 - HMA ROADWAY

ESTIMATE

PAVEMENT 1595' LONG X 23' WIDE @ 0.207' = \$35,000
 WALKWAY 735' LONG X 5' X 0.25' = \$1,000
 TOTAL COST - \$36,000

CONSTRUCTION SCHEDULE

APPROXIMATELY 2 WEEKS TO COMPLETE WORK



DATE	1-1-2018
DESIGNER	REDA
CHECKER	REDA
APPROVED	REDA
DATE	1-1-2018
SCALE	AS SHOWN
TITLE	MOONEY GROVE PVAE
DRAWN BY	REDA
CHECKED BY	REDA
DATE	1-1-2018

EXHIBIT II
 MOONEY GROVE PVAE
 TULARE COUNTY

COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY

1981 SOUTH MOONEY BLVD
 VISALIA, CA 93277
 (557)624-7000
 WWW.TLAREG.COUNTY.CA.GOV/RMA

REVISIONS

NO.	DESCRIPTION	DATE	BY

Exhibit C:

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors 2800
Burrel Street
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Affects APNs 126-190-014; 126-200-007, 126-200-028, & 126-340-026

PSP No. 18-009 PVAE- "Park Road"

GRANT OF EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Villa Del Arroyo Moorpark LLC, a California Limited Liability Company, does hereby give, grant, dedicate and convey unto the County of Tulare, John E. Trask, Trustee, Trust A under the Trask Family 1999 Trust dated July 14, 1999, and Rimm Resources LLC, a California Limited Liability Company a permanent non-exclusive access easement over, on, upon, and across the following described parcel of land situated in the County of Tulare, State of California described as follows:

See Exhibit C-1 and Exhibit C-2

Together with the right to enter upon and to pass and repass over and along said easement it is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the described parcel of land for those uses consistent with the PSP No. 18- 009 and those existing uses on each Party's respective properties as of the date of the PVAE Agreement recorded as Document No. _____.

The easements and covenants related thereto which are provided for in said Agreement and this Deed are deemed to be covenants running with the land in accordance with the provisions of California Civil Code Section 1460 and following, and the easements and covenants provided for herein are appurtenant to the real property described and run with the land and are binding upon and shall inure to the benefit of the heirs, successors, and assignees of the Parties hereto.

Dated 9/3/2020 2020

OWNER: Villa Del Arroyo Moorpark LLC, a California limited liability company

By: Augusta Homes, a California nonprofit public benefit corporation, its sole member/managing member

By:  _____

Suzanne Taylor
Its: Executive Director

EXHIBIT "C-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North $86^{\circ} 39' 23''$ East 80.10 feet, to a point in the easterly right of way line of State Route 63, as described in Grant Deed recorded in Volume 2762, Page 359 of Official Records of Tulare County, said point being the **Point of Beginning**;

thence continuing along said south line North $86^{\circ} 39' 23''$ East 1,368.21 feet, to southeast corner of the property described in that certain Grant Deed, recorded July 12, 1999 as Document Number 1999-0052654, Official Records of the County of Tulare;

thence along the easterly line said property North $0^{\circ} 02' 19''$ East 30.05 feet to the northeast corner of said property, said corner being a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South $86^{\circ} 39' 23''$ West 1,098.31 feet;

thence North $88^{\circ} 46' 00''$ West 188.00 feet, to a point in a line parallel with and 45.00 feet distant to said south line;

thence along said parallel South $86^{\circ} 39' 23''$ West 82.00 feet to a point in said easterly right of way line;

thence along said easterly right of way line South $00^{\circ} 26' 50''$ feet to the **Point of Beginning**.



Rob Abrahamian

8/13/2020

EXHIBIT "C-2"

LINE TABLE		
#	BEARING	DISTANCE
L1	N86°39'23"E	80.10'
L2	N00°02'19"E	30.05'
L3	N88°46'00"W	188.00'
L4	S86°39'23"W	82.00'
L5	S00°26'50"E	45.06'

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 25 EAST,
MOUNT DIABLO MERIDIAN

MOONEY BLVD., STATE ROUTE 63

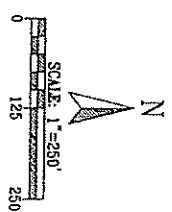
POINT OF BEGINNING
INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER
OF SECTION 18 AND THE EAST LINE OF STATE ROUTE 63,
AS RECORDED IN VOLUME 2762, PAGE 359, OF OFFICIAL RECORDS

EAST LINE OF THE PROPERTY DESCRIBED
IN GRANT DEED DOC. # 1999-0052654

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 18

CITY OF VISALIA
COUNTY OF TULARE

CITY OF VISALIA
COUNTY OF TULARE



LEGEND

- SUBJECT BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- - - ROAD RIGHT OF WAY
- APN ASSESSOR PARCEL NUMBER
- DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE



Robert L. Abrahamian
8/13/2020

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.

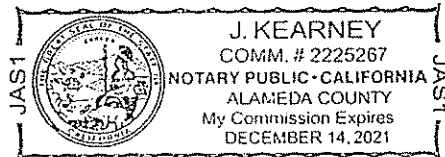
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On SEPTEMBER 03, 2020, before me J. KEARNEY, a Notary Public, personally appeared SUZANNE TAYLOR 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 capacities, 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 J. Kearney



COUNTY OF TULARE
CERTIFICATE AND CONSENT TO RECORD
DEED OR GRANT
(GOVERNMENT CODE SECTION 27281)

Grantor(s): Villa Del Arroyo Moorpark LLC
Date of Grant: September 3, 2020
Interest Granted: Grant of Easement
Road: PVAE- "Park Road"
APN: 126-340-026
Transaction: Private Vehicular Access Maintenance Agreement
PSP No.: 18-009

Pursuant to the authority conferred by resolution of the Tulare County Board of Supervisors on January 9, 1951, and recorded in Book 1489 of the Official Records of the County of Tulare at page 115, the interest in real property conveyed by the attached deed or grant is hereby accepted by the County of Tulare, and the County of Tulare hereby consents to the recordation thereof.

Dated: _____, 2020

DEANNE H. PETERSON, Tulare County Counsel, Authorized Agent

By _____, Deputy County Counsel

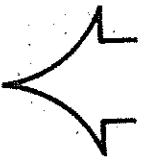


Exhibit D:

Recording Requested by:
County of Tulare,
Resource Management Agency

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors
2800 Burrel Street
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Affects APNs 126-190-014; 126-200-007; & 126-200-028

PSP No. 18-009 PVAE- "Park Road"

GRANT OF EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, County of Tulare, does hereby give, grant, dedicate and convey unto the Rimm Resources LLC, a California Limited Liability Company, and John E. Trask, Trustee, Trust A under the Trask Family 1999 Trust dated July 14, 1999, a permanent non-exclusive access easement over, on, upon, and across the following described parcel of land situated in the County of Tulare, State of California described as follows:

See Exhibit D-1 and Exhibit D-2

Together with the right to enter upon and to pass and repass over and along said easement it is the purpose of this Easement to grant a permanent non-exclusive access easement over, on, upon, and across the described parcel of land for residential purposes, those uses consistent with the PSP and those existing uses by existing Parties at the time of issuance of the PSP No. 18-009 and the PVAE Agreement recorded as Document No. _____.

The easements and covenants related thereto which are provided for in said Agreement and this Deed are deemed to be covenants running with the land in accordance with the provisions of California Civil Code Section 1460 and following, and the easements and covenants provided for herein are appurtenant to the real property described and run with the land and are binding upon and shall inure to the benefit of the heirs, successors, and assignees of the parties hereto.

Dated: _____, 2020

OWNER: County of Tulare

By: _____
Chair, Board of Supervisors

EXHIBIT "D-1"

Legal Description

That portion of northwest quarter of Section 18, Township 19 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, more particularly described as follows:

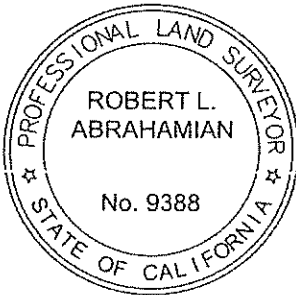
Commencing at west quarter corner of said Section 18, thence along the south line of said northwest quarter North $86^{\circ} 39' 23''$ East 1,448.28 feet, to the southeast corner of the property described in that certain Grant Deed, recorded July 12, 1999 as Document Number 1999-0052654, Official Records of the County of Tulare, said corner being the **Point of Beginning**;

thence continuing along said south line North $86^{\circ} 39' 23''$ East 431.79 feet,

thence North $3^{\circ} 20' 37''$ West 30.00 feet to a point in a line parallel with and 30.00 feet northerly to said south line;

thence along said parallel line South $86^{\circ} 39' 23''$ West 430.01 feet, to the northeast corner of said property;

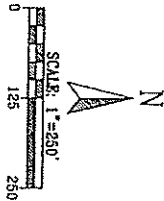
thence along the easterly line of said property South $00^{\circ} 02' 19''$ West 30.05 feet to the **Point of Beginning**.



Robert Abrahamian

8/13/2020

EXHIBIT "D-2"



MOONEY BLVD., STATE ROUTE 63

SOUTH LINE OF THE NORTHWEST
QUARTER OF SECTION 18

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 25 EAST,
MOUNT DIABLO MERIDIAN

N86°39'23"E 1448.28'

POINT OF BEGINNING
THE SOUTHEAST CORNER OF THE PROPERTY
DESCRIBED IN GRANT DEED DOC. # 1999-0052654

S86°39'23"W 430.01'

30.05'

S00°02'19"W 30.05'

CITY OF VISALIA
COUNTY OF TULARE

30'

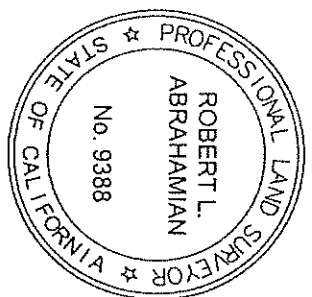
N86°39'23"E 431.79'

N03°20'37"W 30.00'

CITY OF VISALIA
COUNTY OF TULARE

LEGEND

- SUBJECT BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- ROAD RIGHT OF WAY
- APN ASSESSOR PARCEL NUMBER
- DOC # DOCUMENT NUMBER AS RECORDED IN OFFICIAL RECORDS OF THE COUNTY OF TULARE



Robt Abrahamian
8/13/2020

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 TULARE

On _____, before me _____, a Notary Public,
personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacities, 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 _____

VILLA DEL ARROYO MOORPARK LLC
400 N MOUNTAIN AVE SUITE 205
UPLAND, CA 91786

1314

11-8166-3210
138

DATE 9/2/20

PAY TO THE ORDER OF COUNTY OF TUARE RMA \$ 5,000^{00/100} DOLLARS

FIVE THOUSAND DOLLARS

FIRST REPUBLIC BANK
First Republic Bank
888 S Figueroa Street Suite 100
Los Angeles, CA 90017
Tel (213) 239-8883 / (800) 392-1407 (24hr Call Serv)

FOR DEPOSIT ONLY
FOR PAE AVE 248 / Park Rd RIMA County Mue
Signature
⑆001314⑆ ⑆321081669⑆ 80001082778⑆