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AND WHEN RECORDED MAIL TO:

Karen Glendenning, Secretary  
Yosemite Alpine Community Services District  
P.O. Box 31  
Fish Camp, CA 93623

The undersigned does hereby certify  
that this is a true and correct copy of  
the original.

INTER-COUNTY TITLE CO.  
Tuolumne-Mariposa Div.

By 

------(SPACE ABOVE THIS LINE FOR RECORDER'S USE)-----

**Agreement to Permit Well Development and to Grant and Relocate Easements**

This Agreement to Permit Well Development and to Grant and Relocate Easements ("Agreement") is entered into as of this 30<sup>th</sup> day of Nov. 2018, by and between Yosemite Alpine Community Services District, a community services district organized under the laws of the State of California ("YACSD") and Palm Springs Village-309, LLC, a California limited liability company ("PSV"), and their successors and assigns (collectively, the "Parties").

RECITALS

A. PSV owns that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Property").

B. YACSD owns wells and water distributions systems, portions of which are located on the Burdened Property (the "Existing YACSD Facilities"), by virtue of the rights that YACSD presently holds in the Easement granted to SKA Inc. by Robert and Evelyn Keller, husband and wife, dated December 7, 1970, and recorded January 11, 1971 in Volume 125 of Official Records, Page 480, which was purportedly conveyed by SKA Inc. to YACSD by a Grant of Easement dated December 14, 1970, and recorded on January 11, 1971, in Volume 125 of Official Records, Page 485 (the "East-West "T" Easement"). The Existing YACSD Facilities are presently located within portions of the Burdened Property described in the East-West "T" Easement.

C. The Parties are entering into this Agreement pursuant to the terms of a Settlement Agreement concerning Merced County as Case No. 17CV-02218 executed concurrently herewith.

D. Pursuant to the Settlement Agreement, the Parties desire to provide YACSD the right to develop a new well at a location specified herein (the "New Well Site"), and to provide for the recordation of an easement for the benefit of YACSD concerning that New Well Site once the production qualities of the well developed at such site have been confirmed as meeting specified standards.

E. The Parties also desire to establish standards to govern the right of YACSD to maintain and operate a total of three (3) wells on the Burdened Property and to confirm the requirement that one (1) of the permitted three (3) wells is retained in a "Reserve Status" as specified herein.

F. The Parties further desire to establish standards to govern the potential for YACSD to pursue the development of additional wells to replace any of the initially identified three (3) wells in the event any of such wells no longer meets desired production standards.

G. The Parties further desire to establish arrangements for the relocation of certain of the Existing YACSD Facilities, and the establishment of the specified easements supporting the relocated facilities (as well as the unrelocated facilities), and other conditions and covenants concerning the rights and obligations concerning such easements, as specified below.

#### A G R E E M E N T

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, PSV and YACSD hereby agree as follows:

1. Grant of License to Develop New Well. PSV grants YACSD a license (the "License") to develop a well at the location identified as YACSD Well #3 (the "New Well Site") on the plans attached as Exhibit B (the "Well Site and Access Plans"). The License is subject to the following terms and conditions:

a. All costs related to the construction of the well shall be YACSD's sole responsibility. YACSD shall provide PSV prior notice of the commencement of construction of the development of a well at the New Well Site so that the PSV may post appropriate notices of non-responsibility.

b. YACSD shall ensure that all parties engaged to construct the well or otherwise improve the New Well Site hold appropriate licenses from the California Contractors State License Board, shall hold liability insurance policies with limits of not less than \$1,000,000.00 in coverage, and shall provide PSV evidence that PSV has been named an additional insured under such liability policy.

c. Access to the New Well site shall, until the relocation of the Access Easement described in Section 6 below is conducted, be along a path that is within the boundaries of the East-West "T" Easement, and across the area of the Additional Width License described in Section 6(b) below, to the location of existing YACSD Well #2, and then along a fifteen foot (15') wide path along a northeasterly direction that connects the East-West "T" Easement to the New Well Site (the "New Well Access Easement"). YACSD and their agents, employees and invitees may at all reasonable times have free access to the New Well Site over the New Well Access Easement.

d. The elevation of the wellhead at the New Well Site shall be consistent with the proposed finished grade under grading plans for development of the Burdened

Property that were approved by the County of Mariposa under Grading Permit Application #30760, a copy of which has been provided by PSV to YACSD (the "Grading Plans").

2. Agreement to Grant Easement for New Well Site. If the production and water qualities of the well developed at the New Well Site are confirmed by YACSD to satisfy YACSD standards, YACSD shall certify that fact by the adoption of a Resolution of the YACSD Board (the "Certifying Resolution"). The Parties shall thereupon execute and deliver to the Grant of Easement and Agreement in the form of attached Exhibit C. The Grant of Easement shall encompass an area for the New Well Site that encompasses a fifteen foot by thirty-five foot (15' x 35') pad, whose legal description shall be delineated after the well has been developed and before the Grant of Easement is executed and delivered. Except as provided in the following sentence, YACSD shall grade the pad consistent with the Grading Plans at YACSD's expense. However, if YACSD has not graded the pad at the time that PSV's grades the Burdened Property in accordance with the Grading Plans, PSV shall grade the New Well Site pad, at PSV's sole cost and expense at the time such grading activities are conducted. The timing for PSV's grading activities shall be within PSV's sole discretion..

3. Covenant to Place Well In Reserve Status. Concurrent with the date that YACSD commences to use the well at the New Well Site as part of the production capacity of the YACSD water systems (after the expiration of any reasonable testing and evaluation periods related thereto), YACSD covenants that, as a condition of maintaining a total of three (3) wells upon the Burdened Property, YACSD shall maintain one (1) of such three (3) wells in "Reserve Status". For purposes of this Agreement, the term "Reserve Status" means that such well shall not be used for regular water supply, but may be activated for a limited time: (a) if additional water is reasonably determined to be required for firefighting purposes by a relevant firefighting local agency; or, (b) if one of the two (2) other wells fails to meet the water demands or water quality standards required by YACSD (as it may determine in its reasonable discretion). Upon the occurrence of the foregoing events, the Reserve Status well may be used to supplement water production on a limited basis until the firefighting needs end, repairs have been made, or a new active well is developed in accordance with the terms of this Agreement. If YACSD determines that it needs to reactivate use of a Reserve Status well for a limited duration, it shall concurrently therewith provide written notice to PSV confirming the basis for its determination of the right to initiate such limited term operations of the Reserve Status well, together with a statement of the estimated duration of such limited term operations of the Reserve Status well.

4. Covenant to Facilitate Replacement of Failed Wells. If the production of the either of the two (2) YACSD wells on the Burdened Property not in Reserve Status fail to meet the needs of YACSD (as it may determine in its sole discretion) then PSV will work with YACSD to identify a new well site location that works with PSV's site plan and existing/proposed improvements and does not affect the water production of any existing or future PSV well. PSV shall not unreasonably withhold consent for a new well site location that YACSD proposes in good faith. If the parties are unable to agree on a new well site, the parties shall pursue mediation pursuant to Section 17 of this agreement. Should the parties still be unable to agree on a new well site after pursuing good faith mediation, YACSD shall have the right to pursue specific performance to pursue any alleged breach of PSV's obligations to not unreasonably withhold consent to any new well site that YACSD proposed

in good faith. Once a site that meets the above standards is mutually agreed upon in writing by YACSD and PSV (or judicially established by a specific performance action), YACSD shall be granted a further license, consistent with the terms set forth in Section 1 above, to drill a new well at such agreed upon site (a "Future Well Site"). If the production and water qualities of the well developed at a Future Well Site are confirmed by YACSD to satisfy YACSD standards, including, but not limited to, required approvals of the use of the well for domestic water supply by any state or local agency, YACSD shall further be granted an easement for the maintenance of the new well at the Future Well Site (as well as an access and pipeline easement) generally consistent with the terms of the Grant of Easement and Agreement supporting the New Well Site. However, the grant of an easement for the Future Well Site shall be conditioned upon the requirement that YACSD concurrently abandon one (1) of the remaining two (2) wells not in Reserve Status in accordance with Applicable Law (defined below), and terminate any easement rights that YACSD holds that are then no longer required to support the failed well. Such termination of easement interests shall be by a quitclaim or other instruments reasonably required by PSV. It is the intention of the foregoing provisions that that only two (2) YACSD wells not in Reserve Status, and one (1) YACSD well in Reserve Status, may be in existence at any given time (excluding any limited testing periods until a new well is placed into production during such time the old and new wells may overlap).

5. No Restriction or Impact on PSV Well Use and Development. Notwithstanding any term or provision of this Agreement, or any instrument referenced in this Agreement, YACSD acknowledges that YACSD has no right to limit the quantity of water extracted by wells owned by PSV for use on the Burdened Property, and YACSD has no right to restrict or oppose PSV's development of additional wells on the Burdened Property.

6. Relocation of Access Easements and Grant of Additional Access License.

a. It is the present intention of PSV to develop a roadway that loops around certain improvements to be developed by PSV (the "Loop Road"). The outer boundary of the Loop Road in the vicinity of the existing YACSD Wells is depicted by heavy dashed lines on the Well Site and Access Plans. Substantially concurrently with the development of such roadway improvements in the vicinity of the YACSD wells, all easements that exist for the benefit of YACSD to access such well sites (the "New Access Easements") shall be relocated and be fixed to exist solely within roadways to be developed on the Burdened Property for the intended use of invitees upon the Burdened Property, including but not limited to the Loop Road (the "New Access Easements"). Without limiting the generality of the foregoing, the access easements to be relocated pursuant to the foregoing include all access rights established by the East-West "T" Easement, the Additional Width License described below, as well as the Access Easements to be established under the Grant of Easement and Agreement attached hereto as Exhibit "C", and any access rights associated with any claims of prescriptive easements that YACSD may hold.

b. Until such time as the New Access Easements are established, in order to provide greater width for more convenient access to the Well Sites, YACSD is granted a license for such access purposes across an additional five foot width on either side of the existing East-West "T" Easement (the "Additional Width License").

7. Covenant to Relocate Pipelines. Substantially concurrently with the development of the roadway improvements described above, PSV shall coordinate to relocate, at its sole cost and expense (except as provided below), the pipelines and electrical lines that support the three (3) YACSD wells to a location that is along the path of the New Access Easements, but, to the extent reasonably feasibly, immediately outside the boundaries of any paved area, that constitutes the Access Easements (the "Pipeline Relocation Activities"). The Parties acknowledge that there will be a need to place some of the pipelines and electrical lines under paved sections and the Parties will work together to minimize the impact. The relocated water pipelines and electrical lines shall be of similar kind and quality as that which is being replaced (except that it will be new in quality and consistent with applicable regulatory standards, and PSV shall encase such lines that are constructed under paved sections if required by such applicable regulatory standards). If at the time PSV completes the Pipeline Relocation Activities, YACSD, desires to obtain upgrade to the pipelines and electrical lines beyond that required by applicable regulatory standards, such further upgrades shall be at its sole cost and expense.

8. Relocation of Pipeline Easement. At such time as the New Access Easements have been established at their fixed route along the improved roadway, and after such time as the Pipeline Relocation Activities have been completed, all easements that exist for the benefit of YACSD to install, use, access, repair, replace, and maintain water pipelines upon the Burdened Property shall be relocated and be fixed to exist solely along five foot (5') wide path whose center line is the location of the facilities relocated pursuant to the Pipeline Relocation Activities (the "New Pipeline Easements"). Without limiting the generality of the foregoing, the existing pipeline easements to be relocated pursuant to the forgoing include all pipeline easements established by the East-West "T" Easement, as well as the Pipeline Easements to be established under the Grant of Easement and Agreement attached hereto as Exhibit "C", and any pipeline easements associated with any claims of prescriptive easements that YACSD may hold.

9. Covenant to Abandon East-West "T" Easement. YACSD covenants to abandon the East-West "T" Easement and any claims of prescriptive easements that YACSD may hold, concurrent with the establishment of the New Access Easements and the New Pipeline Easements. Such abandonment shall be confirmed by the execution and delivery of the Abandonment of Easements in the form of attached Exhibit "D" (the "Abandonment of Easements").

10. Well Site Easements. Concurrent with the recordation of the Abandonment of Easements, YACSD is hereby granted a perpetual exclusive easement to use, access, repair, replace, and maintain Well Site No. 1 and Well Site No. 2, applicable pipelines, and electrical lines, as depicted on the Well Site and Access Plans. Such well site easements shall encompass the existing pads surrounding the existing wells, which include a pad of approximately 15' x 35' feet (the "New Well Site 1 and 2 Easement"). The New Well Site 1 and 2 Easement is subject to the rights and limitations set forth in Sections 3, 4 and 5 above, as well as the following requirement. If requested by PSV, and provided such actions are technically feasible, YACSD covenants to raise the elevation of the wellhead of the wells at Well Site No. 1 and No. 2 to be consistent with the elevations at such locations reflected in

the Grading Plans, and to thereafter maintain such wellheads at such elevation. Such raising of the wellhead elevation shall be at PSV's sole cost and expense.

11. Control Zones

a. Control Zones for Well Sites 1 and 2 Easement. The New Well Site 1 and 2 Easement established concurrent with the recordation of the Abandonment of Easements, shall include the benefits of non-exclusive fifty-foot (50') "control zones" around the wellheads. at Wells Site No. 1 and No. 2. For purposes of this Section 11, the term "control zone" means an area where PSV shall limit its future use and development of the Burdened Property, with the goal of achieving the objectives set forth in California Code of Regulations Title 22, Section 64560(a)(2). In addition, PSV will comply with relevant requirements of the County of Mariposa and/or the California Division of Drinking Water Division that may dictate the method of construction of any lines for sewer and/or grey water within the control zone(s). However, the existence of the control zones shall not impede or impair PSV's rights to construct, operate, improve, and maintain the approved development on the Burdened Property. Without limiting the generality of the foregoing, YACSD acknowledges that streets, landscaping, retaining walls, utility improvements, and other improvements similar to the foregoing, may be constructed within the control zone. The Parties do not intend that the control zone arrangements detailed above be the subject of any approvals by the California Division of Drinking Water. However, PSV may, in its sole discretion, seek such approvals. If PSV implements arrangements approved by the California Division of Drinking Water, such arrangements shall be conclusively presumed to satisfy the obligations of PSV under this Section 11(a).

b. Control Zone for New Well Site 3. Rights of YACSD for a control zone that benefits Well Site 3 is set forth in the terms and conditions of the Grant of Easement and Agreement in the form of attached Exhibit C.

c. Control Zones for Future Wells. Rights of YACSD for a control zone that benefits a Future Well Site shall be consistent with the rights to a control zone set forth in the Grant of Easement and Agreement in the form of attached Exhibit C. However, if a site designated for a Future Well is adjacent to any improvements that violate any requirements for a control zone imposed by the California Division of Drinking Water, PSV shall have no duty or obligation to remove such improvements or limit access to such improvements. YACSD shall have the duty to obtain approvals required to allow the unobstructed retention of such improvements, or pursue an alternative site for the relevant Future Well.

12. Covenant to Relocate Control House Facility. Reference is made to the Control House Facility owned by YACSD and presently located in public right of way adjacent to the Burdened Property. YACSD covenants to relocate the Control House Facility to a site owned or controlled by PSV that is mutually acceptable to the parties, upon written request by PSV, subject to the requirement that the costs of such relocation shall be borne by PSV, including any upgrades required by law, at its sole cost and expense.

13. Other Arrangements Governing the Easements. All easements granted pursuant to this Agreement, including those that are relocated pursuant to the terms of this Agreement,

shall be subject to the following additional terms and conditions. For purposes of the following, the term "Easement Area" means all land areas that are designated as supporting the New Access Easements, the Additional Width License, the New Pipeline Easements, and the New Well Site 1, 2, and 3 Easements, any easement established with respect to the development of a Future Well Site, and all easements granted pursuant to the Grant of Easement and Agreement in the form of attached Exhibit C.

a. Repair, Maintenance and Operation of Facilities. YACSD shall, at YACSD's sole cost and expense, cause all facilities owned by it within Easement Area to be maintained, repaired and operated in good and sanitary order, condition and repair, and in compliance with all applicable federal, state, and local laws, orders, rules, regulations, and directions of any governmental authority having jurisdiction whether now or in the future ("Applicable Laws").

b. Use and Possession. Use and possession of the Easement Area by YACSD shall be in strict compliance with the terms of this Agreement. YACSD shall have the right to enter upon and use the Easement Area for making certain improvements, repairs, replacement, and maintenance, as needed. The cost for any such repairs and maintenance shall be paid by YACSD. Notwithstanding the foregoing, any replacement of any well located within the Easement Area shall be subject to and governed solely by Section 4 of this Agreement.

c. Specific Limitations on Grant. In its use, improvement and maintenance of the Easement Area, and otherwise in the exercise of its rights hereunder, YACSD shall not unreasonably interfere with the improvements or operations of PSV or its tenants or licensees on the Burdened Parcel. In no event shall PSV be liable to YACSD for any direct, indirect or consequential damages incurred by YACSD resulting from YACSD's use of, or inability to use, the Easement Area due to events or conditions outside of the reasonable control of PSV.

d. Acknowledgment of Prior Rights. The Easement Area and the right to maintain YACSD facilities located therein and associated rights herein granted are subject to the prior and continuing right of PSV, and PSV expressly reserves its right to possession, use and improvement of the Burdened Property in any manner not inconsistent herewith; and for that purpose, PSV reserves the right to construct, install, use, maintain, repair, replace and remove fixtures, equipment and improvements necessary or desirable in the conduct of its or its tenants' or licensees' business along, beneath the subsurface of or across the Easement Area; provided that such possession, use, fixtures, equipment and improvements occurring, constructed or installed after the date hereof do not interfere with the exercise of the rights granted to YACSD herein. The rights herein granted to YACSD are subject to all existing licenses, easements, restrictions, conditions, covenants, encumbrances, liens, claims of title and other title matters which may affect the Easement Area and the Burdened Property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any such matters.

e. Injury and Property Damage; Indemnity.

i. To the extent that YACSD is negligent in its exercise of YACSD's rights under this easement, YACSD shall be responsible for, at YACSD's sole cost and expense, any repair or replacement of any property of PSV, including, any damage to the Burdened Property, or to improvements of any structures, fixtures and equipment within the Burdened Property, which suffer any loss, damage or injury as a result of the YACSD's negligent exercise of its rights hereunder, including any negligent act or omission of YACSD for which YACSD is responsible within the Burdened Property. Notwithstanding the foregoing, YACSD shall not be responsible for loss or damage to PSV's fixtures, equipment or improvements that are installed within the Easement Area if such loss is not the result of any negligent exercise of YACSD's rights under this Easement.

ii. To the extent that PSV is negligent in its exercise of its rights, PSV shall be responsible for, at PSV's sole cost and expense, any repair or replacement of any property of YACSD, including, any damage to improvements of any structures, fixtures and equipment within the Easement Area, which suffer any loss, damage or injury as a result of the PSV's negligent exercise of its rights hereunder, including any negligent act or omission of PSV for which PSV is responsible. Notwithstanding the foregoing, PSV shall not be responsible for loss or damage to YACSD's fixtures, equipment or improvements that are installed within the Easement Area if such loss is not the result of any negligent exercise of PSV's rights under this Easement.

iii. YACSD shall protect, defend, indemnify and hold harmless PSV and PSV's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, employees, agents, trustees, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "PSV Parties"), from and against all losses, costs, expenses (including reasonable attorneys' fees and costs), claims, damages, liens and stop notices caused by or incident to or arising directly or indirectly out of (i) the use of the Easement Area by YACSD and its successors and assigns, tenants, subtenants, contractors, subcontractors, employees, agents, licensees, permittees and invitees (the "YACSD Parties"), or the actions or omission of YACSD or the YACSD Parties, in the exercise of (or failure to exercise) the rights granted hereunder (including, without limitation, personal injury or death and property damage), or (ii) the YACSD's breach of any term or condition of this Agreement. Notwithstanding the foregoing, YACSD shall not be responsible for loss or damage to PSV's fixtures, equipment or improvements that are installed within the Easement Area if such loss is not the result of any negligent exercise of YACSD's rights under this Easement.

14. "AS IS" / "WHERE IS". PSV MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR FITNESS OF THE EASEMENT AREA FOR ANY PARTICULAR USE. YACSD ACKNOWLEDGES THAT THE EASEMENT AREA MAY OR MAY NOT BE SUITABLE FOR YACSD'S INTENDED USE. YACSD AGREES TO ACCEPT THE EASEMENT AREA ON AN "AS IS" AND "WHERE IS" BASIS. NOTWITHSTANDING THE FOREGOING, HOWEVER, NOTHING HEREIN LIMITS OR RESTRICTS THE COVENANTS BETWEEN THE PARTIES TO PROVIDE YACSD WITH THE ABILITY TO PURSUE THE DEVELOPMENT OF THREE (3)



FUNCTIONAL WELL SITES ON THE BURDENED PROPERTY AND TO WORK TOGETHER, AS SET FORTH HEREIN, TO DETERMINE THE APPROPRIATE LOCATIONS FOR YACSD'S WELLS AND WELL EASEMENTS.

15. Compliance with Law. YACSD shall, at their sole cost and expense, comply with all Applicable Laws, regardless of when they became or become effective, relating to the pipeline or the Easement Area, or YACSD's use of the Easement Area. If YACSD or any of the YACSD Parties shall cause any release of any hazardous substances in the Easement Area or the Burdened Property, or violate any laws protecting the environmental conditions of or resources upon the Burdened Property, or otherwise violate any Applicable Law, YACSD, at its own expense, shall promptly remediate such release to the satisfaction of PSV and any governmental body having jurisdiction. Nothing herein shall require YACSD to remedy any conditions existing on the Burdened Property as of the date of this Agreement.

16. Successors and Assigns. It is the intent of the Parties to this Agreement and they agree, that the benefits to and liabilities of the PSV run with the Burdened Property and inure to the benefit of and bind the owner and subsequent owners of the Burdened Property. The rights of, benefits to, and liabilities of the in gross interests granted to the YACSD in this Agreement shall not be transferred or assigned without PSV's prior written consent, which shall be given in PSV's sole and absolute discretion. Notwithstanding the foregoing YACSD shall be permitted to transfer the rights under this Easement pursuant to a transfer of ownership of YACSD properties and facilities conducted as part of a transaction where a new entity takes over the water purveyor activities of YACSD. In any transfer permitted pursuant to the preceding sentence, the rights of, benefits to, and liabilities of the interests granted to the YACSD in this Agreement shall also transfer to any future assigns and successors.

17. Mediation.

a. Mediation. The Parties agree to mediate in good faith any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration and court action. If any party commences an action based on a dispute or claim to which this Subsection applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. The Parties shall share equally in the costs of the mediator's fees and costs.

b. Exclusions. The following shall not constitute a waiver nor violation of the mediation provision: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; (iii) the filing of a mechanic's lien; or, (iv) the filing of a claim under the Government Claims Act (California Government Code Section 810 set seq.).

18. Attorneys' Fees. Subject to section 13(e) above, in any action between PSV and YACSD seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Easement Area, no party shall be entitled to an award of attorney's fees. Each party shall be for responsible for its own legal fees and costs.

19. Severability. If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

20. Governing Law. This Agreement, including without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

21. Recording. This Agreement shall be recorded in the Official Records of Mariposa County, California.

22. Captions. The captions of this Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Agreement.

23. Entire Agreement. This Agreement including the exhibits attached hereto contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by a written instrument signed by YACSD and the owners of the Burdened Property that is recorded in the Official Records of Mariposa County, California.

24. Exhibits. Each exhibit referred to herein and attached hereto is incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

25. Counterparts. This Agreement may be executed in counterparts and all documents so executed shall constitute one Agreement, binding on all Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

"PSV"

Palm Springs Village - 309, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Scott Lissoy, Its Managing Member

"YACSD"

Yosemite Alpine Community Services District,  
a California special district

By: Richard W. Ryon  
Richard W. Ryon, Its Chairperson

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a California special district

By: \_\_\_\_\_  
Richard W. Ryon, Its Chairperson

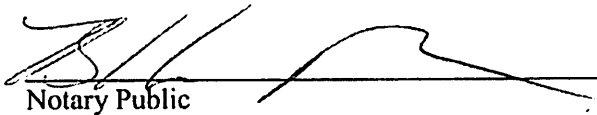
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

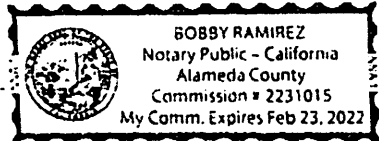
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On March 04, 2019, before me, BOBBY RAMIREZ, a Notary Public, personally appeared Richard W. Ruiz, 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.

  
Notary Public



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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

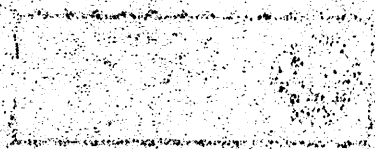
On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their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

\_\_\_\_\_  
Notary Public

*RWR*



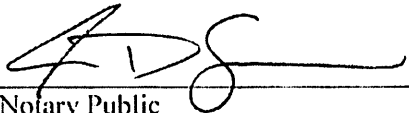
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On NOVEMBER 15, 2018, before me, IRA D. GLASKY, a Notary Public, personally appeared SCOTT LISSOU, 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.

  
\_\_\_\_\_  
Notary Public



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

STATE OF CALIFORNIA )  
 ) ss.  
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 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.

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**Exhibit "A" to Agreement to Relocate Easements  
BURDENED PROPERTY  
LEGAL DESCRIPTION  
[See Attached]**

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Mariposa, State of California, described as follows:

PARCEL A:

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D", RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°02'20" AN ARC DISTANCE OF 112.86 FEET TO A POINT, A RADIAL TO SAID CURVE THROUGH SAID POINT BEARS NORTH 60°32'16" EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, CONTINUING NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'53" AN ARC DISTANCE OF 41.19 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED TO MARIPOSA COUNTY, RECORDED JANUARY 29, 1975, IN VOLUME 152 AT PAGE 451, MARIPOSA COUNTY OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°26'44" EAST; THENCE, LEAVING SAID NORTHEASTERLY LINE OF FISHCAMP LANE AND TRAVERSING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL GRANT DEEDED TO MARIPOSA COUNTY, NORTHWESTERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, THROUGH A CENTRAL ANGLE OF 12°41'09" AN ARC DISTANCE OF 37.64 FEET; THENCE, LEAVING THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, NORTH 65°37'28" EAST A DISTANCE OF 53.17 FEET; THENCE SOUTH 24°22'32" EAST A DISTANCE OF 114.00 FEET; THENCE SOUTH 65°37'28" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED JULY 30, 2009, INSTRUMENT NO. 2009-3054.

PARCEL B:

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION

23; THENCE SOUTH 02°23'27" EAST 1327.70 FEET, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, TO A POINT ON THE NORTHEASTERLY LINE OF FOREST ROAD AS SAID FOREST ROAD IS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1989 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, ALONG SAID WEST LINE, NORTH 02°23'27" WEST A DISTANCE OF 189.45 FEET; THENCE NORTH 80°16'29" EAST A DISTANCE OF 259.44 FEET; THENCE SOUTH 67°03'27" EAST A DISTANCE OF 238.83 FEET; THENCE SOUTH 00°06'36" EAST A DISTANCE OF 180.01 FEET TO THE MOST NORTHERLY CORNER OF LOT 26 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHWESTERLY LINE OF SAID LOT 26 SOUTH 50°07'50" WEST A DISTANCE OF 118.82 FEET TO THE MOST EASTERLY CORNER OF LOT 33 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHEASTERLY LINE OF LOTS 32 AND 33 OF SAID "YOSEMITE ALPINE VILLAGE" NORTH 50°15'52" WEST A DISTANCE OF 213.85 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 32; THENCE, ALONG THE NORTHWESTERLY LINE OF LOTS 31 AND 32 OF SAID "YOSEMITE ALPINE VILLAGE" SOUTH 71°13'41" WEST A DISTANCE OF 204.95 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHEASTERLY LINE OF SAID FOREST ROAD, NORTH 22°03'26" WEST A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 30, 2009 AS INSTRUMENT NO. 2009-3055.

PARCEL C:

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23 AS SAID CORNER IS DELINEATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP FOR PHILLIP E. HAUCK" RECORDED NOVEMBER 23, 1973 AS PARCEL MAP BOOK 7, PAGE 10, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, NORTH 89°22'46" EAST A DISTANCE OF 1686.22 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MARCH 25, 1998 AS INSTRUMENT NO. 981284, MARIPOSA COUNTY OFFICIAL RECORDS; THENCE, ALONG SAID EASTERLY BOUNDARY, SOUTH 02°36'09" EAST A DISTANCE OF 183.38 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 40°53'25" WEST A DISTANCE OF 179.04 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 19°48'11" WEST A DISTANCE OF 120.15 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 43°51'32" EAST A DISTANCE 200.74; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 46°55'32" EAST A DISTANCE OF 54.09 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 59°09'34" WEST A DISTANCE OF 64.90 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 04°50'29" EAST A DISTANCE OF 165.13 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 24°31'04" EAST A DISTANCE OF 109.09 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 31°27'27" EAST A DISTANCE OF 104.19 FEET TO THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D", RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'32" AN ARC DISTANCE OF 93.12 FEET TO THE SOUTHWESTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP

NO. 1657, MARIPOSA COUNTY RECORDS, A RADIAL TO SAID CURVE BEARS NORTH 35°31'50" WEST; THENCE, ALONG SAID SOUTHWESTERLY LINE, NORTH 67°30'04" WEST A DISTANCE OF 62.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°30'54" AN ARC DISTANCE OF 178.69 FEET; THENCE, ALONG SAID SOUTHWESTERLY LINE, NORTH 15°34'51" WEST A DISTANCE OF 165.83 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET, A RADIAL TO SAID CURVE BEARS NORTH 74°27'14" EAST ; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°55'00" AN ARC DISTANCE OF 66.92 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID "YOSEMITE ALPINE VILLAGE", SOUTH 72°01'06" WEST A DISTANCE OF 265.35 FEET; THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 65°36'04" WEST A DISTANCE OF 60.10 FEET; THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 59°09'59" WEST A DISTANCE OF 246.08 FEET; THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 50°07'50" WEST A DISTANCE OF 200.23 FEET; THENCE NORTH 00°06'36" WEST A DISTANCE OF 180.01 FEET; THENCE NORTH 67°03'27" WEST A DISTANCE OF 238.83 FEET; THENCE SOUTH 80°16'29" WEST A DISTANCE OF 259.44 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE ALONG SAID WEST LINE, NORTH 02°23'27" WEST A DISTANCE OF 1138.25 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY PREVIOUSLY DESCRIBED IN GRANT DEED RECORDED JANUARY 29,1975 IN VOLUME 152, PAGE 451, MARIPOSA COUNTY OFFICIAL RECORDS SAID CERTAIN REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY LINE OF FISHCAMP LANE AS SHOWN ON SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°55'13" AN ARC DISTANCE OF 154.05 FEET; THENCE NORTH 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 112.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 370.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°22'55" EAST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°12'40" AN ARC DISTANCE OF 46.57 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 230.87 FEET A RADIAL TO SAID CURVE BEARS SOUTH 61° 56'59" EAST; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°03'43" AN ARC DISTANCE OF 28.46; THENCE SOUTH 54°53'16" EAST A DISTANCE OF 60.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS SOUTH 54°53'16" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°40'00" AN ARC DISTANCE OF 150.33 FEET TO THE POINT OF BEGINNING.

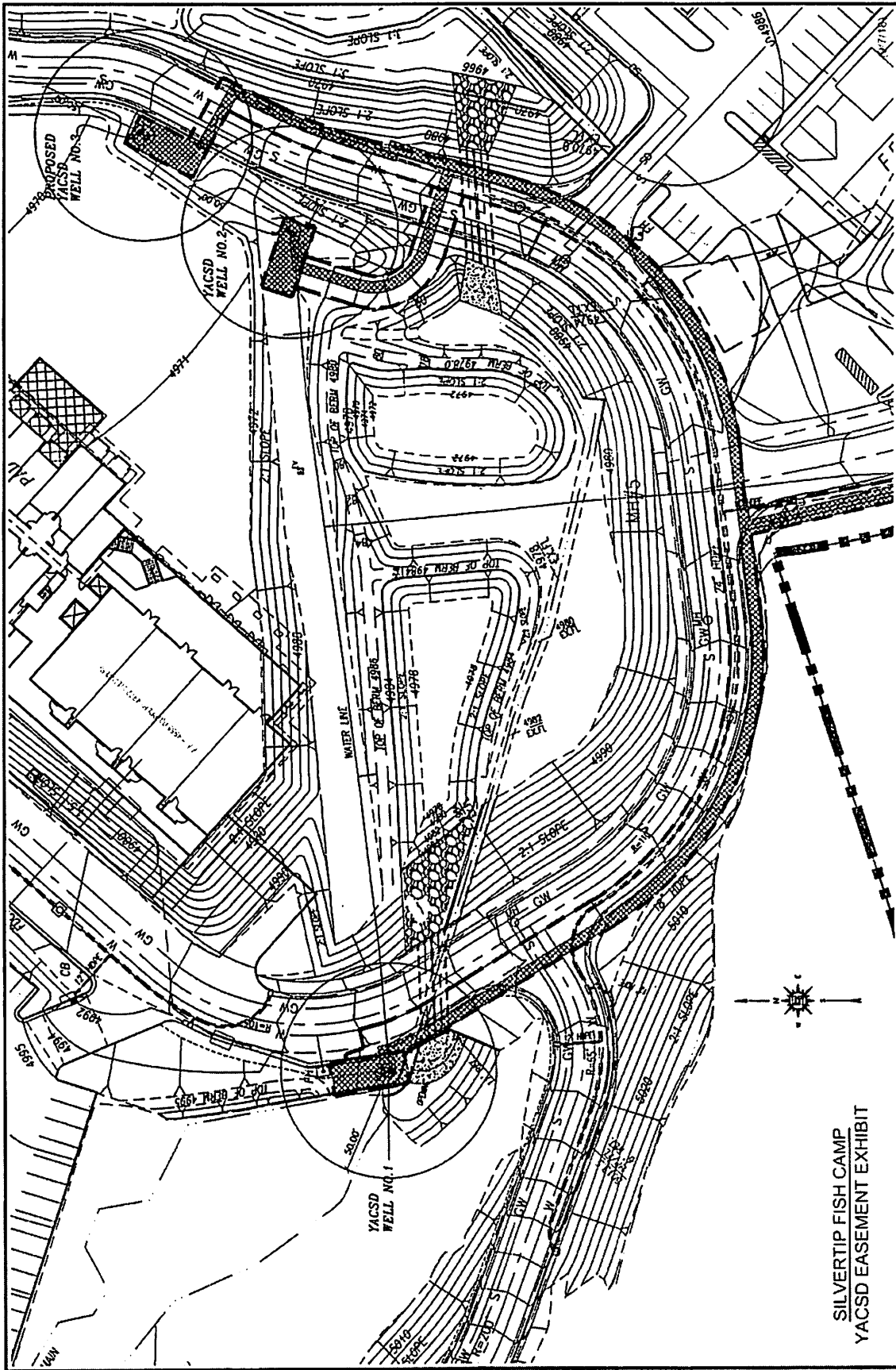
ALSO EXCEPTING THEREFROM THE TRACT OF PROPERTY SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 23 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D",

RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°02'20" AN ARC DISTANCE OF 112.86 FEET TO A POINT, A RADIAL TO SAID CURVE THROUGH SAID POINT BEARS NORTH 60°32'16" EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF PROPERTY; THENCE, CONTINUING NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'53" AN ARC DISTANCE OF 41.19 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED TO MARIPOSA COUNTY, RECORDED JANUARY 29, 1975, IN VOLUME 152 AT PAGE 451, MARIPOSA COUNTY OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°26'44" EAST; THENCE, LEAVING SAID NORTHEASTERLY LINE OF FISHCAMP LANE AND TRAVERSING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL GRANT DEEDED TO MARIPOSA COUNTY, NORTHEASTERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, THROUGH A CENTRAL ANGLE OF 12°41'09" AN ARC DISTANCE OF 37.64 FEET; THENCE, LEAVING THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, NORTH 65°37'28" EAST A DISTANCE OF 53.17 FEET; THENCE SOUTH 24°22'32" EAST A DISTANCE OF 114.00 FEET; THENCE SOUTH 65°37'28" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 30, 2009 AS INSTRUMENT NO. 2009-3056.

APN: 010-550-054 (Old Apn) - 010-550-064; (New Apn)  
010-550-056 (Old Apn) - 010-550-066; (New Apn)  
010-550-035 (Old Apn) - 010-550-063; (New Apn) and  
010-550-057

**Exhibit "B" to Agreement to Relocate Easements  
WELL SITE AND ACCESS PLANS**



SILVERTIP FISH CAMP  
YACSD EASEMENT EXHIBIT

**Exhibit "C" to Agreement to Relocate Easements  
GRANT OF EASEMENT AND AGREEMENT**



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Karen Glendenning, Secretary  
Yosemite Alpine Community Services District  
P.O. Box 31  
Fish Camp, CA 93623

------(SPACE ABOVE THIS LINE FOR RECORDER'S USE)-----

**GRANT OF EASEMENT AND AGREEMENT  
(WELL AND PIPELINES)**

This GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Yosemite Alpine Community Services District, a community services district organized under the laws of the State of California ("YACSD"); and Palm Springs Village-309, LLC, a California limited liability company ("PSV"), and their successors and assigns.

**RECITALS**

- A. PSV owns that certain real property more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference (the "Burdened Property").
- B. YACSD owns wells and water distributions systems, portions of which are located on the Burdened Property and desires to expand its current system to add a further well and related pipelines, pursuant to the terms of this Easement Agreement.
- C. The Parties are entering into this Agreement pursuant to the terms of an Agreement to Permit Well Development and to Grant and Relocate Easements the ("Well Development and Easement Relocation Agreement") dated \_\_\_\_\_, 20\_\_\_\_, and recorded on \_\_\_\_\_.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, PSV and YACSD hereby agree as follows:

- 1. **Grant of Easement.**
  - a. **Well Site.** PSV hereby grants to YACSD a perpetual exclusive easement to use, access, repair, replace, and maintain the well site that encompasses a 15' x 35' pad, whose legal description is attached hereto as Exhibit "2" (the "New Well Site Easement").

b. Access. YACSD is hereby granted a perpetual nonexclusive easement (the "Access Easement") to access to the New Well site within the boundaries of the Easement granted to SKA Inc. by Robert and Evelyn Keller, husband and wife, dated December 7, 1970, and recorded January 11, 1971 in Volume 125 of Official Records, Page 480. The easement described therein was the subject of a subsequent Grant of Easement dated December 14, 1970 in which SKA Inc. is named as the Grantor and YACSD is named as the Grantee, which Grant of Easement was recorded on January 11, 1971, in Volume 125 of Official Records, Page 485 (the "East-West "T" Easement"). YACSD is further granted a license to use the Additional Width Access described in the Well Development and Easement Relocation Agreement, to the location of existing YACSD Well #2, and then along a fifteen foot (15') wide path along a northeasterly direction that connects the East-West "T" Easement to the New Well Site. YACSD and their agents, employees and invitees may at all reasonable times have free access to the New Well Site over the Access Easement. Notwithstanding the foregoing, the Access Easement shall be relocated pursuant to the terms of Section 6 of the Well Development and Easement Relocation Agreement. PSV shall have the sole right to maintain any roadway improvements that constitute the Access Easement.

c. Pipeline. PSV hereby grants to YACSD a perpetual non-exclusive easement to install, use, access, repair, replace, and maintain water pipelines connecting New Well Site to existing pipeline facilities of YACSD in the immediate vicinity of the New Well Site, along a path that is consistent with the Access Easement as described in the first sentence of the preceding paragraph (the "Pipeline Easement"). Notwithstanding the foregoing, at such time as PSV completes the Pipeline Relocation Activities described in the Well Development and Easement Relocation Agreement, the Pipeline Easement shall be relocated and be fixed to exist solely along the New Pipeline Easement described in the Well Development and Easement Relocation Agreement.

d. Easement Area. The areas encompassed by the New Well Site Easement, the Access Easement, the Additional Width License, and the Pipeline Easement are referred to herein as the "Easement Area".

2. Control Zone Covenant. PSV, on behalf of itself and its successors and assigns, covenants to maintain a non-exclusive fifty (50) foot control zone around the wellhead at the New Well Site as may be reasonably required to protect the well from vandalism, tampering, or other threats at the site, consistent with the requirements of California Code of Regulations Title 22, Section 64560(a)(2), including the right to obtain approval of an alternative approach by the California Division of Drinking Water as authorized by such regulation.

3. Repair, Maintenance and Operation of Facilities. YACSD shall, at YACSD's sole cost and expense, cause all facilities owned by it within Easement Area to be maintained, repaired and operated in good and sanitary order, condition and repair, and in compliance with all applicable federal, state, and local laws, orders, rules, regulations, and directions of any governmental authority having jurisdiction whether now or in the future ("Applicable Laws"). In addition, YACSD covenants to maintain the elevation of the wellhead at the New Well Site consistent with the proposed finished grade under grading plans for development of the Burdened Property that were approved by the County of Mariposa, a copy of which has been provided by PSV to YACSD (the "Grading Plans").

4. Use and Possession. Use and possession of the Easement Area by YACSD shall be in strict compliance with the terms of this Agreement. YACSD shall have the right to enter upon and use the Easement Area for making certain improvements, repairs, replacement, and maintenance, as YACSD, in its sole discretion, deems necessary. The cost for any such repairs and maintenance shall be paid by YACSD. Notwithstanding the foregoing, any replacement of any well located within the Easement Area shall be subject to and governed solely by the Well Development and Easement Relocation Agreement.

5. Specific Limitations on Grant. In its use, improvement and maintenance of the Easement Area, and otherwise in the exercise of its rights hereunder, YACSD shall not unreasonably interfere with the improvements or operations of PSV or its tenants or licensees on the Burdened Parcel. In no event shall PSV be liable to YACSD for any direct, indirect or consequential damages incurred by YACSD resulting from YACSD's use of, or inability to use, the Easement Area due to events or conditions outside of the reasonable control of PSV.

6. Acknowledgment of Prior Rights. The Easement Area and the right to maintain YACSD facilities located therein and associated rights herein granted are subject to the prior and continuing right of PSV, and PSV expressly reserves its right, to possession, use and improvement of the Burdened Property in any manner not inconsistent herewith; and for that purpose, PSV reserves the right to construct, install, use, maintain, repair, replace and remove fixtures, equipment and improvements necessary or desirable in the conduct of its or its tenants' or licensees' business along, beneath the subsurface of or across the Easement Area; provided that such possession, use, fixtures, equipment and improvements occurring, constructed or installed after the date hereof do not interfere with the exercise of the rights granted to YACSD herein. The rights herein granted to YACSD are subject to all existing licenses, easements, restrictions, conditions, covenants, encumbrances, liens, claims of title and other title matters which may affect the Easement Area and the Burdened Property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any such matters.

7. Injury and Property Damage: Indemnity.

a. To the extent that YACSD is negligent in its exercise of YACSD's rights under this easement, YACSD shall be responsible for, at YACSD's sole cost and expense, any repair or replacement of any property of PSV, including, any damage to the Burdened Property, or to improvements of any structures, fixtures and equipment within the Burdened Property, which suffer any loss, damage or injury as a result of the YACSD's negligent exercise of its rights hereunder, including any negligent act or omission of YACSD for which YACSD is responsible within the Burdened Property. Notwithstanding the foregoing, YACSD shall not be responsible for loss or damage to PSV's fixtures, equipment or improvements that are installed within the Easement Area if such loss is not the result of any negligent exercise of YACSD's rights under this Easement.

b. YACSD shall protect, defend, indemnify and hold harmless PSV and PSV's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, employees, agents, trustees, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "PSV Parties"). from and against all losses, costs, expenses (including reasonable attorneys' fees and

costs), claims, damages, liens and stop notices caused by or incident to or arising directly or indirectly out of (i) the use of the Easement Area by YACSD and its successors and assigns, tenants, subtenants, contractors, subcontractors, employees, agents, licensees, permittees and invitees (the "YACSD Parties"), or the actions or omission of YACSD or the YACSD Parties, in the exercise of (or failure to exercise) the rights granted hereunder (including, without limitation, personal injury or death and property damage), or (ii) the YACSD's breach of any term or condition of this Agreement. Notwithstanding the foregoing, YACSD shall not be responsible for loss or damage to PSV's fixtures, equipment or improvements that are installed within the Easement Area if such loss is not the result of any negligent exercise of YACSD's rights under this Easement.

8. "AS IS" / "WHERE IS". PSV MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR FITNESS OF THE EASEMENT AREA FOR ANY PARTICULAR USE. YACSD ACKNOWLEDGES THAT THE EASEMENT AREA MAY OR MAY NOT BE SUITABLE FOR YACSD'S INTENDED USE. YACSD AGREES TO ACCEPT THE EASEMENT AREA ON AN "AS IS" AND "WHERE IS" BASIS. NOTWITHSTANDING THE FOREGOING, HOWEVER, NOTHING HEREIN LIMITS OR RESTRICTS THE COVENANTS BETWEEN THE PARTIES TO PROVIDE YACSD WITH THE ABILITY TO PURSUE THE DEVELOPMENT OF THREE (3) FUNCTIONAL WELL SITES ON THE BURDENED PROPERTY AND TO WORK TOGETHER, AS SET FORTH HEREIN, TO DETERMINE THE APPROPRIATE LOCATIONS FOR YACSD'S WELLS AND WELL EASEMENTS.

9. Compliance with Law. YACSD shall, at their sole cost and expense, comply with all Applicable Laws, regardless of when they became or become effective, relating to the pipeline or the Easement Area, or YACSD's use of the Easement Area. If YACSD or any of the YACSD Parties shall cause any release of any hazardous substances in the Easement Area or the Burdened Property, or violate any laws protecting the environmental conditions of or resources upon the Burdened Property, or otherwise violate any Applicable Law, YACSD, at its own expense, shall promptly remediate such release to the satisfaction of PSV and any governmental body having jurisdiction. Nothing herein shall require YACSD to remedy any conditions existing on the Burdened Property as of the date of this Agreement.

10. Successors and Assigns. It is the intent of the parties to this Agreement and they agree, that the benefits to and liabilities of the PSV run with the Burdened Property and inure to the benefit of and bind the owner and subsequent owners of the Burdened Property. The rights of, benefits to, and liabilities of the in gross interests granted to the YACSD in this Agreement shall not be transferred or assigned without PSV's prior written consent, which shall be given in PSV's sole and absolute discretion. Notwithstanding the foregoing YACSD shall be permitted to transfer the rights under this Easement pursuant to a transfer of ownership of YACSD properties and facilities conducted as part of a transaction where a new entity takes over the water purveyor activities of YACSD. In any such transfer, the rights of, benefits to, and liabilities of the interests granted to the YACSD in this Agreement shall also transfer to any future assigns and successors.

11. Mediation.

a. Mediation. The Parties agree to mediate in good faith any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration and court action. If any party commences an action based on a dispute or claim to which this Subsection applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. The Parties shall share equally in the costs of the mediator's fees and costs.

b. Exclusions. The following shall not constitute a waiver nor violation of the mediation provision: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

12. Attorneys' Fees. Subject to Section 11 above, in any action between PSV and YACSD seeking enforcement of any of the terms and provisions of this Agreement, no party shall be entitled to an award of attorney's fees.

13. Severability. If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

14. Governing Law. This Agreement, including without limitation, its existence, validity, construction and operation, and the rights of each of the parties shall be determined in accordance with the laws of the State of California.

15. Recording. This Agreement shall be recorded in the Official Records of Mariposa County, California.

16. Captions. The captions of this Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Agreement.

17. Entire Agreement. This Agreement including the exhibits attached hereto contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by a written instrument signed by YACSD and the owners of the Burdened Property that is recorded in the Official Records of Mariposa County, California.

18. Exhibits. Each exhibit referred to herein and attached hereto is incorporated herein by this reference.

19. Counterparts. This Agreement may be executed in counterparts and all documents so executed shall constitute one Agreement, binding on all parties, notwithstanding that all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"PSV"

Palm Springs Village - 309, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Scott Lissoy, Its Managing Member

"YACSD"

Yosemite Alpine Community Services District,  
a California special district

By: \_\_\_\_\_  
Richard W. Ryon, Its Chairperson

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 )  
 ) ss.  
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 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.

\_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )  
 ) ss.  
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 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.

\_\_\_\_\_  
Notary Public

Exhibit "1" to Grant of Easement  
Legal Description of Burdened Property  
[See Attached]



### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Mariposa, State of California, described as follows:

**PARCEL A:**

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D", RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°02'20" AN ARC DISTANCE OF 112.86 FEET TO A POINT, A RADIAL TO SAID CURVE THOUGH SAID POINT BEARS NORTH 60°32'16" EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, CONTINUING NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'53" AN ARC DISTANCE OF 41.19 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED TO MARIPOSA COUNTY, RECORDED JANUARY 29, 1975, IN VOLUME 152 AT PAGE 451, MARIPOSA COUNTY OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°26'44" EAST; THENCE, LEAVING SAID NORTHEASTERLY LINE OF FISHCAMP LANE AND TRAVERSING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL GRANT DEEDED TO MARIPOSA COUNTY, NORTHWESTERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, THROUGH A CENTRAL ANGLE OF 12°41'09" AN ARC DISTANCE OF 37.64 FEET; THENCE, LEAVING THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, NORTH 65°37'28" EAST A DISTANCE OF 53.17 FEET; THENCE SOUTH 24°22'32" EAST A DISTANCE OF 114.00 FEET; THENCE SOUTH 65°37'28" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED JULY 30, 2009, INSTRUMENT NO. 2009-3054.

**PARCEL B:**

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION

23; THENCE SOUTH 02°23'27" EAST 1327.70 FEET, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, TO A POINT ON THE NORTHEASTERLY LINE OF FOREST ROAD AS SAID FOREST ROAD IS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1989 AS RECORD OF SURVEY MAP NO. 1657, "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1989 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, ALONG SAID WEST LINE, NORTH 02°23'27" WEST A DISTANCE OF 189.45 FEET; THENCE NORTH 80°16'29" EAST A DISTANCE OF 259.44 FEET; THENCE SOUTH 67°03'27" EAST A DISTANCE OF 238.83 FEET; THENCE SOUTH 00°06'36" EAST A DISTANCE OF 180.01 FEET TO THE MOST NORTHERLY CORNER OF LOT 26 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHWESTERLY LINE OF SAID LOT 26 SOUTH 50°07'50" WEST A DISTANCE OF 118.82 FEET TO THE MOST EASTERLY CORNER OF LOT 33 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHEASTERLY LINE OF LOTS 32 AND 33 OF SAID "YOSEMITE ALPINE VILLAGE" NORTH 50°15'52" WEST A DISTANCE OF 213.85 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 32; THENCE, ALONG THE NORTHWESTERLY LINE OF LOTS 31 AND 32 OF SAID "YOSEMITE ALPINE VILLAGE" SOUTH 71°13'41" WEST A DISTANCE OF 204.95 FEET TO THE NORTHWEST CORNER OF LOT 31 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHEASTERLY LINE OF SAID FOREST ROAD, NORTH 22°03'26" WEST A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING. SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 30, 2009 AS INSTRUMENT NO. 2009-3055.

PARCEL C:

A TRACT OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 21 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23 AS SAID CORNER IS DELINEATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP FOR PHILLIP E. HAUCK" RECORDED NOVEMBER 23, 1973 AS PARCEL MAP BOOK 7, PAGE 10, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, NORTH 89°22'46" EAST A DISTANCE OF 1686.22 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED MARCH 25, 1998 AS INSTRUMENT NO. 981284, MARIPOSA COUNTY OFFICIAL RECORDS; THENCE, ALONG SAID EASTERLY BOUNDARY, SOUTH 02°36'09" EAST A DISTANCE OF 183.38 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 40°53'25" WEST A DISTANCE OF 179.04 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 19°48'11" WEST A DISTANCE OF 120.15 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 43°51'32" EAST A DISTANCE 200.74; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 46°55'32" EAST A DISTANCE OF 54.09 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 59°09'34" WEST A DISTANCE OF 64.90 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 04°50'29" EAST A DISTANCE OF 165.13 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 24°31'04" EAST A DISTANCE OF 109.09 FEET; THENCE, CONTINUING ALONG SAID EASTERLY BOUNDARY, SOUTH 31°27'27" EAST A DISTANCE OF 104.19 FEET TO THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D", RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST, THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'32" AN ARC DISTANCE OF 93.12 FEET TO THE SOUTHWESTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 16 AS SAID LOT 16 IS DELINEATED ON THAT CERTAIN MAP ENTITLED "MAP OF FISH CAMP SUBDIVISION BLOCK D",

SOUTHEAST QUARTER OF SAID SECTION 23 MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALSO EXCEPTING THEREFROM THE TRACT OF PROPERTY SITUATED IN A PORTION OF THE

50°40'00" AN ARC DISTANCE OF 150.33 FEET TO THE POINT OF BEGINNING. EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS SOUTH 54°53'16" DISTANCE OF 60.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY CENTRAL ANGLE OF 07°03'43" AN ARC DISTANCE OF 28.46; THENCE SOUTH 54°53'16" EAST A SOUTH 61° 56'59" EAST; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A SOUTHEASTERLY AND HAVING A RADIUS OF 230.87 FEET A RADIAL TO SAID CURVE BEARS AN ARC DISTANCE OF 46.57 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°12'40" HAVING A RADIUS OF 370.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°22'55" EAST; 112.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE POINT OF BEGINNING; THENCE, ALONG THROUGH A CENTRAL ANGLE OF 51°55'13" AN ARC DISTANCE OF 154.05 FEET; THENCE NORTH HAVING A RADIUS OF 170.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF LINE OF FISHCAMP LANE AS SHOWN ON SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE, ALONG THE

FOLLOWS:

RECORDS SAID CERTAIN REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS EXCEPTING THEREFROM THAT CERTAIN REAL PROPERTY PREVIOUSLY DESCRIBED IN GRANT DEED RECORDED JANUARY 29, 1975 IN VOLUME 152, PAGE 451, MARIPOSA COUNTY OFFICIAL

02°23'27" WEST A DISTANCE OF 1138.25 FEET TO THE POINT OF BEGINNING. SOUTHEAST QUARTER OF SAID SECTION 23; THENCE ALONG SAID WEST LINE, NORTH 80°16'29" WEST A DISTANCE OF 259.44 FEET TO A POINT ON THE WEST LINE OF THE FEET; THENCE NORTH 67°03'27" WEST A DISTANCE OF 238.83 FEET; THENCE SOUTH WEST A DISTANCE OF 200.23 FEET; THENCE NORTH 00°06'36" WEST A DISTANCE OF 180.01 246.08 FEET; THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 50°07'50" CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 59°09'59" WEST A DISTANCE OF SAID NORTHERLY BOUNDARY, SOUTH 65°36'04" WEST A DISTANCE OF 60.10 FEET; THENCE, VILLAGE"; SOUTH 72°01'06" WEST A DISTANCE OF 265.35 FEET; THENCE, CONTINUING ALONG DISTANCE OF 66.92 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID "YOSEMITE ALPINE VILLAGE"; THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID "YOSEMITE ALPINE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°55'00" AN ARC RADIUS OF 430.00 FEET, A RADIAL TO SAID CURVE BEARS NORTH 74°27'14" EAST; THENCE, THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A ALONG SAID SOUTHWESTERLY LINE, NORTH 15°34'51" WEST A DISTANCE OF 165.83 FEET TO THROUGH A CENTRAL ANGLE OF 44°30'54" AN ARC DISTANCE OF 178.69 FEET; THENCE, HAVING A RADIUS OF 230.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, 62.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND WEST; THENCE, ALONG SAID SOUTHWESTERLY LINE, NORTH 67°30'04" WEST A DISTANCE OF NO. 1657, MARIPOSA COUNTY RECORDS, A RADIAL TO SAID CURVE BEARS NORTH 35°31'50"

RECORDED OCTOBER 2, 1944 AS RECORD OF SURVEY MAP NO. 116, MARIPOSA COUNTY RECORDS; THENCE, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 41, SOUTH 41° 37' WEST A DISTANCE OF 428.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 440.00 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 48°24'24" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17" AN ARC DISTANCE OF 42.27 FEET TO THE NORTHEASTERLY LINE OF FISHCAMP LANE AS DELINEATED ON THAT CERTAIN MAP ENTITLED "YOSEMITE ALPINE VILLAGE" RECORDED MAY 20, 1969 AS RECORD OF SURVEY MAP NO. 1657, MARIPOSA COUNTY RECORDS; THENCE, ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 67°30'04" WEST A DISTANCE OF 61.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°02'20" AN ARC DISTANCE OF 112.86 FEET TO A POINT, A RADIAL TO SAID CURVE THOUGH SAID POINT BEARS NORTH 60°32'16" EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF PROPERTY; THENCE, CONTINUING NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°52'53" AN ARC DISTANCE OF 41.19 FEET; THENCE, CONTINUING ALONG SAID NORTHEASTERLY LINE OF FISHCAMP LANE, NORTH 15°34'51" WEST A DISTANCE OF 37.12 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED TO MARIPOSA COUNTY, RECORDED JANUARY 29, 1975, IN VOLUME 152 AT PAGE 451, MARIPOSA COUNTY OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 170.00 FEET A RADIAL TO SAID CURVE BEARS NORTH 74°26'44" EAST; THENCE, LEAVING SAID NORTHEASTERLY LINE OF FISHCAMP LANE AND TRAVERSING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID PARCEL GRANT DEEDED TO MARIPOSA COUNTY, NORTHEASTERLY ALONG SAID CURVE AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, THROUGH A CENTRAL ANGLE OF 12°41'09" AN ARC DISTANCE OF 37.64 FEET; THENCE, LEAVING THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, NORTH 65°37'28" EAST A DISTANCE OF 53.17 FEET; THENCE SOUTH 24°22'32" EAST A DISTANCE OF 114.00 FEET; THENCE SOUTH 65°37'28" WEST A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JULY 30, 2009 AS INSTRUMENT NO. 2009-3056.

APN: 010-550-054 (Old Apn) - 010-550-064; (New Apn)  
010-550-056 (Old Apn) - 010-550-066; (New Apn)  
010-550-035 (Old Apn) - 010-550-063; (New Apn) and  
010-550-057

Exhibit "2" to Grant of Easement  
Legal Description of New Well Site Easement  
[TO BE PROVIDED IN ACCORDANCE WITH TERMS OF  
THE WELL DEVELOPMENT AGREEMENT]

Exhibit "3" to Grant of Easement

Well Development Agreement

[This Document is the Agreement to Permit Well Development and to Grant and Relocate Easements. It is the Document that is Exhibit D to the Settlement Agreement. A copy will be added to this Grant of Easement following its Recordation]

**Exhibit "D" to Agreement to Relocate Easements  
ABANDONMENT OF EASEMENTS  
["East-West "T" Easement]**

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL TO:**

Jeffrey M. Reid, Esq.  
McCormick Barstow et al.  
7647 North Fresno Street  
Fresno, California 93720

------(SPACE ABOVE THIS LINE FOR RECORDER'S USE)-----

**ABANDONMENT, TERMINATION AND  
QUITCLAIM OF RIGHTS IN EASEMENT  
(East-West "T" Easement)**

This ABANDONMENT, TERMINATION AND QUITCLAIM OF RIGHTS IN EASEMENT GRANT OF EASEMENT AND AGREEMENT ("Easement Abandonment") is executed and delivered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Yosemite Alpine Community Services District, a community services district organized under the laws of the State of California ("YACSD").

**RECITALS**

A. Reference is made to that Easement granted to SKA Inc. by Robert and Evelyn Keller, husband and wife, dated December 7, 1970, and recorded January 11, 1971 in Volume 125 of Official Records, Page 480. The easement described therein was the subject of a subsequent Grant of Easement dated December 14, 1970 in which SKA Inc. is named as the Grantor and YACSD is named as the Grantee, which Grant of Easement was recorded on January 11, 1971, in Volume 125 of Official Records, Page 485 (the "East-West "T" Easement").

B. Pursuant to the terms of an Agreement to Permit Well Development and to Grant and Relocate Easements (the "Well Development and Easement Relocation Agreement") dated \_\_\_\_\_, 20\_\_\_, and recorded on \_\_\_\_\_, 20\_\_\_, YACSD desires to terminate all of its rights and interests in the East-West "T" Easement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

1. YACSD hereby terminates and abandons all right title and interest that it holds in the East-West "T" Easement.

2. As further evidence of its intent to terminate and abandon the East-West "T" Easement, YACSD hereby remises, releases and forever quitclaims to Palm Springs Village-309, LLC, a California limited liability company, all rights and interests in the real property described in the East-West "T" Easement, and all rights to all beneficial uses of such real property.



3. In addition, to the extent that facilities of YACSD were previously installed outside the boundaries of the area granted by the East-West "T" Easement, and YACSD obtained prescriptive easements or other rights with respect to the maintenance of such facilities in such areas, YACSD hereby relinquishes, abandons, and terminates all such prescriptive easements and other rights, in their entirety.

4. YACSD warrants and represents that its rights to public facilities previously installed in the area of the East-West "T" easement have been protected and addressed by the terms of the Well Development and Easement Relocation Agreement.

Yosemite Alpine Community Services District,  
a California special district

By: \_\_\_\_\_  
Richard W. Ryon, Its Chairperson  
Printed Name

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            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public