

GRANT DEED (Individual)

RECEIVED

OCT 19 2016

Mariposa County Planning Dept.

For value received H.J. Baker, a single man

GRANT to Kenney Noble

All real properties situated in the County of Mariposa, State of California, described as follows

Commencing at the S.E. corner of Section 23, Township 5 South, Range 21 East, M.D.B.&M., THENCE South 89° 33' West 213.66 feet; thence South 89° 16' West 156.02 feet; thence North 333.79 feet to a point on the southerly bank of Big Creek; thence along said Southerly bank as follows: South 86° 19' East 224.98 feet and South 60° 34' East, 146.20 feet; thence leaving said creek bank and running South 289.87 feet to the point of commencement. Containing 2.69 acres, a little more or less.

ALSO a right of way for private road purposes over and along an existing road from the easterly right of way line of the State Highway to the property above described the point of commencement of said right of way being described as being 253 feet northerly from the south line of Section 23. It is further understood that the grantor of said right of way shall have the right to change said right of way to conform to future plans except that the grantee shall have at all times a traversable road from his property to the State Highway.

1. That said lots shall be used solely for residential buildings and dwelling purposes, and for the raising of fur bearing animals, and that such residences shall not, nor shall any part of the same, nor shall any residential lot at any time be converted to or used for other than residential purposes, and that no tenement houses, flats, or apartment houses, no manufacturing, work shop, shop, store or warehouse, no livery or stable, nor church or schools, no religious or charitable institution, restaurant, cafe, saloon, laundry, laboratory, hospital, clinic or dispensary, no funeral parlor or undertaker's establishment, no hotel, boarding house, theatre, beer garden or other place of public resort of amusement, shall be at any time placed or suffered to remain upon said residential lots, or be maintained in any part of the said property; provided, that the enumeration herein shall be deemed by way of illustration only, shall not be deemed complete, and that the same shall exclude every possible use of said premises other than for strictly residential purposes as herein permitted.
2. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood.
3. Latrines, cesspools or septic tanks shall be in accordance with the requirements of the State Board of Health.
4. Each private residence constructed upon the said premises shall cost and be reasonable worth not less than Seven Hundred Fifty (\$750.00) dollars.

5. No part of the conveyed property shall be sold, leased or rented to any person other than of the Caucasian race; nor shall any person or persons other than of Caucasian race be permitted to occupy said property, or any part thereof, except as servant of a Caucasian occupant. Provided however, that all and each of the above restrictions, conditions and covenants in this paragraph number 5 contained shall terminate and end.
6. No trailer, basement, tent, shack, garage, barn or other outbuilding created in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them.
8. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations; provided, further, that in any such litigation the court may fix and award as costs against the losing party and in favor of the party in favor of whom the judgment is given, a reasonable sum as attorneys' fees for the representation of each winning party in such suit, whether such party shall be plaintiff or defendant.
9. If the grantee or any of his grantees or assigns, or any future owner of the property hereby conveyed shall fail to observe the said covenants or conditions, or any such covenant or condition, all or so such of the property hereby conveyed as shall belong to any owner guilty of any such breach shall at once revert to, and the title thereof shall be revested in the grantors herein, or their successors or assigns, each of whom respectively shall have immediate right of re-entry upon the event of any such breach; provided, however, that in the event of any forfeiture of title as hereinbefore provided for, and if there shall at the time thereof to any mortgage, deed of trust or other valid lien upon said premises, then the holder of any such mortgage, trust deed or lien shall have the option to take the title of equity of the grantee in and to said premises and to cure said default and to hold said premises on the same terms and conditions as hereinbefore provided.
10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. The foregoing restrictions, reservations, etc., are designed to create and do create mutual equitable servitude in favor of each and every lot as against all others for the benefit of the owners of each and every lot, and a breach of any said conditions may be enjoined by such owners, or any thereof.

WITNESS hand this 30<sup>th</sup> day of November 1954

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†ALSO ADMITTED IN UTAH

RECEIVED

OCT 19 2016

Mariposa County Planning Dept.

March 18, 2014

Shirley J. Marshall  
1728 South Clovis Avenue  
Fresno, California 93727

Re: **Fish Camp Property**

Dear Mrs. Marshall:

For about two decades, I have represented the Keller family with respect to their properties and other matters. An issue has arisen in the last several months regarding the Keller "East Property" which is the 27 acre property to the east of Highway 41 adjacent to your 2.69 acre property.

Perhaps unknown to you was that the original deed from H.J. Baker (father of Lynn Keller) to Kenny Noble in 1954: (i) conveyed the property; (ii) confirmed the right of way to your property from Highway 41; and (iii) recited a number of restrictions on the development and use of your property. Because the 1954 Baker to Noble deed is hard to read, I have provided a typed version of the language in that deed so you can read it.

All the later deeds for your 2.69 acre property (to Peckinpah and then to Marshall and Jones) do recite the right of way but not the restrictions on your property. Nevertheless, those restrictions continue to later owners including your family.

The issue of importance to Bob Keller and his family is that the 1954 deed restrictions do not apply to his adjacent 27 acre East Property. The language in the 1954 deed is hard to read to create any restriction on the Keller East Property, but Bob Keller would like to clear this up with the title company at this time. That matter can be

MOTSCHIEDLER, MICHAELIDES, WISHON,  
BREWER & RYAN, LLP  
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accomplished fully and finally if you were to sign the enclosed Addendum to Grant Deed.

While you did not sign the 1954 grant deed from H.J. Baker to Kenny Noble, as the successor owner of the Noble property, it is within your authority to confirm that the 1954 deed of your property from Baker to Noble did not create restrictions on the use or development of the Keller property other than to assure that the Keller property would always be subject to the easement to provide access to your property. If you will sign this document with a notarized signature, it will confirm to the Keller family and the title company that no development or use restrictions arise for the Keller East Property from the 1954 Baker to Noble deed.

For your use, I have enclosed three extra documents which also need to be executed to bring your title to the proper current status. Those documents are as follows:

1. Affidavit of Death of Trustee. When you and your husband signed the enclosed quitclaim deed in 2006, you placed the title to the property in your names as Trustees of your Living Trust. Now that your husband, as Trustee, has died, you need to record a document informing the title company and others that you alone are now able to speak for the Marshall Family Trust. When you provide a certified copy of your husband's death certificate and sign this Affidavit with a notarized signature, we can record it to give you alone the ability to act for the Marshall Family Trust as owner of the property.

2. Preliminary Change of Ownership Report. When a document is recorded which may affect title to property, the person recording that document needs to inform the County Recorder about the nature of the document. The County is seeking to determine if the document (the Affidavit of Death of Trustee) is a "Change of Ownership" entitling the County to reassess the property for property tax purposes. By signing the enclosed Preliminary Change of Ownership Report, we can inform the County that there is no Change of Ownership upon the filing of the above Affidavit.

3. Preliminary Change of Ownership Report. To inform the County that the recording of the Addendum to Grant Deed is not a Change of Ownership entitling the County to reassess the property, we need to provide another signed Preliminary Change of Ownership Report.

MOTSCHIEDLER, MICHAELIDES, WISHON,  
BREWER & RYAN, LLP  
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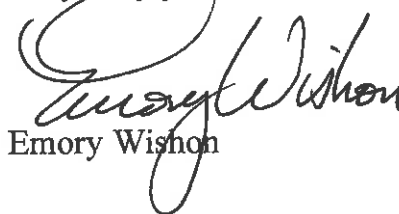
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In summary, we need two documents with notarized signatures from you, two Preliminary Change of Ownership Reports (no notary is necessary for the County forms) and a certified copy of your husband's death certificate.

Mr. Keller will be glad to talk with you, if you wish. I will be pleased to see you at my office or wherever you would like to discuss this request and bring a notary.

Of course you are welcome to discuss this with your daughter, son-in-law or anyone else you wish.

Very truly yours,



Emory Wishon

AEW:jj  
Enclosures

cc: Robert O. Keller (w/encls.)