RESOLUTION - ACTION REQUESTED 2018-490

MEETING: October 9, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Certificate of Compliance No. 2016-158 in Lieu Assessment

RECOMMENDATION AND JUSTIFICATION:

Authorize Board Chair to accept on behalf of the County the Covenant to Fund Annual Contribution in Lieu of Assessment documents as a condition of Certificate of Compliance Application No. 2016-158.

The Application recognized, with conditions, two parcels of land adjacent to the Yosemite West Subdivision, as legal developable parcels. The Application was approved on December 2, 2018 by Mariposa County Planning Commission Resolution No. 2016-014 with conditions.

Condition No. 6 - "The project applicant shall share in the costs for road maintenance and snow removal activities in Yosemite West. The applicant shall cause the project parcels to join or otherwise establish some method for legal participation in these Yosemite West Maintenance Services District functions. The Covenant to Fund Annual Contribution in Lieu of Assessment recorded as Document No. 2103618, MCR is considered an appropriate document (template) to ensure participation in these Yosemite West Maintenance Services District functions. All costs associated with compliance of this condition shall be the responsibility of the applicant."

The parcels are documented by a Parcel Map which has been reviewed, and all conditions have been met. The Parcel Map and associated documents will be recorded upon acceptance of the two documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Planning Commission held a public hearing and approved the current application, with conditions on December 2, 2016 and adopted Resolution No. 2016-014.

The Board has previously accepted Document No. 2103618 as a condition of Certificate of Compliance Application No. 2006-155, completed with the recordation of Parcel Map for Yosemite Associates recorded November 1, 2010 in Book 30 of Parcel Maps at Page 13, MCR.
Resolution - Action Requested 2018-490

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If no action is taken, the applicant will not be able to meet the conditions set by the Planning Commission.

ATTACHMENTS:
2103618 (PDF)
InLieuParcel B (PDF)
InLieuParcel C (PDF)
YW PM (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
COVENANT TO FUND ANNUAL CONTRIBUTION
IN LIEU OF ASSESSMENT

Recitals:

A. This Covenant to Fund Annual Contribution In Lieu of Assessment (the “Covenant Agreement”) is entered into by Yosemite West Associates (“Owner”), in its capacity as the owner of the real property located within the County of Mariposa as described on attached Exhibit “A” (the “Property”), and with the intention of binding each successive owner of the Property.

B. This Covenant Agreement is specifically entered into in conjunction with the Conditional Certificate of Compliance (the “COC”) recorded on July 26, 2007, as Document No. 2074311 in the Real Property Records of Mariposa County, and for the purpose of providing to the County of Mariposa (the “County”) assurances that satisfy the requirements of Section 6 of the COC.

C. County and Owner (collectively, the “Parties”) have determined that it is infeasible to annex the Property into the lands that are encompassed by the Yosemite West Maintenance Services District (the “District”). In addition the Parties have confirmed that the requirements of Section 6 of the COC do not entail any requirement that the District engage in any additional services regarding road maintenance or snow removal than those that the District is otherwise presently providing.

D. The Parties desire by this Covenant Agreement to confirm and provide notice of certain duties and obligations that shall bind them, and the Owner’s respective successors in interest in order to assure compliance with Section 6 of the COC.

E. Therefore the Parties have determined it desirable to enter into this arrangement, in lieu of conducting an annexation proceeding, to assure to the County the annual payment by Owner to the County of the In Lieu of Assessment Amount (defined below). The Parties further intend for the County to use its authorities to provide for contribution of In Lieu of Assessment Amount by the County to the District, as and when such payment is made by owner.

NOW THEREFORE, it is agreed as follows:

1. Payment and Determination of In Lieu Assessment Amount. Owner, as owner of the Property, on behalf of itself and its successors and assigns, covenants to pay to the County, on an annual basis, the “In Lieu of Assessment Amount”. The In Lieu of Assessment Amount shall utilize the assessment rates and methodologies applied by the District for properties within the District and which would be necessary to fund the District activities in providing the road maintenance and rehabilitation and snow removal services conducted by the District, however the
number of lots to be used in the calculation will be an equivalent number of lots, based upon the number of dwelling units on the Property. The In Lieu of Assessment Amount shall be paid by the Owner to the County concurrent with the payment dates due for assessments made by the District, without the requirement of further notice by the County.

2. Remedies for Failure to Timely Pay. Any failure by the Owner to timely pay the In Lieu of Assessment Amount shall result in a lien upon the Owner's interest in the Property, and shall carry such penalties and interests that would be applicable for any failure to pay a property tax assessment. In addition, the In Lieu of Assessment Amount (plus applicable interest and penalties) shall be a personal debt payable by the then current Owner which may be enforced as a debt payable by the Owner to the County. Further, without limiting the generality of the foregoing, the County shall have all rights and remedies available to a County government, at law or in equity, with respect to any breach of the obligation of the Owner to pay the in Lieu of Assessment Amount.

3. Condition of County to Pay Over. The obligation of the Owner to pay the In Lieu of Assessment Amount shall terminate if, in any two successive years in which the County receives a payment of an In Lieu of Assessment Amount, the County thereof fails to exercise its authorities to pay an equal amount as a contribution by the County to the expenses of the District, provided however that such termination of the Owner's obligation shall not arise unless the County has first received from the Owner a written notice confirming the Owner's intent to be relieved of the continuing obligation to pay In Lieu of Assessment Amount and the County has not, within ninety (90) days after receipt of such notice adopted a resolution to make a contribution to the District in an amount equal to the prior year In Lieu of Assessment Amount. The obligation of the County to contribute funds to the District hereunder is solely a condition of the obligation of Owner to make further In Lieu of Assessment Amount payments, and such obligation shall not provide any third party any rights or benefits, including the District.

[remainder of page intentionally left blank]
4. Confirmation of Satisfaction of COC Section 6. The County hereby confirms that the Owner has, by execution and recordation of this Covenant Agreement, satisfied all duties and obligations established by Section 6 of the COC.

"Owner"
Yosemite West Associates, a California limited liability company
By: 
Jack D. Herring
Printed Name
President of YWA
Title
Dated: 6-10-2010

"County"
County of Mariposa
By: 
Kevin Cann
Its Chair of the Board of Supervisors
Dated: 6-8, 2010

The County of Mariposa has signed this Covenant Agreement pursuant to authority granted by the Board of Supervisors on June 1, 2010.

ATTEST:
By: Margie Williams, Clerk of the Board
Dated: 6-8-10, 2010

APPROVED AS TO FORM:
By: Steven W. Dahlem, County Counsel
Dated: JUNE 7, 2010
EXHIBIT "A"
Legal Description of Excess Parcel

Mariposa County/Hornacek
February 17, 2010
060-150-007(portion)

Legal Description

All that real property located in the Northwest one-quarter of Section 25, Township 3 South, Range 20 East, M.D.B.&M., being a portion of that certain parcel of land described in a Grant Deed recorded as Document No. 893672, Mariposa County Records, and shown on "Record of Survey for the County of Mariposa" recorded in the Book of Maps at Page 2337, Mariposa County Records, said real property being more particularly described as follows:

Beginning at the most Northwesterly corner of said parcel of land recorded as Document No. 893672; said Point of Beginning also being on the Northerly right-of-way line of "Henness Ridge Road" as shown on said "Record of Survey for the County of Mariposa"; thence along the North line of said parcel of land S89°19'26"E 275.00 feet; thence leaving said North line S33°38'00"E 95.58 feet; thence along a 45.00 foot radius curve to the right through a central angle of 44°44'43" an arc distance of 35.14 feet; thence S11°06'42"W 247.72 feet to a point on the said Northerly right-of-way line of "Henness Ridge Road"; thence along said right-of-way being a 175.00 foot radius curve concave to the north whose radial bears S19°16'58"W through a central angle of 36°27'54" an arc distance of 111.38 feet; thence N34°00'00"W 327.23 feet; thence along a 225.00 foot radius curve to the left through a central angle of 7°45'19" an arc distance of 30.45 feet to the POINT OF BEGINNING.

Containing 1.53± Acres

End of Description

[Signature]

LICENSED LAND SURVEYOR

STATE OF CALIFORNIA

04-25GExV
State of California

County of Mariposa

On June 8th, 2010, before me, Notary Public, personally appeared
Robert Kevin Camp, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

State of California

County of __________

On ________________ 2010, before me, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
4. **Confirmation of Satisfaction of COC Section 6.** The County hereby confirms that the Owner has, by execution and recordation of this Covenant Agreement, satisfied all duties and obligations established by Section 6 of the COC.

**“Owner”**

Yosemite West Associates, a California limited liability company

By: [Signature]

Printed Name: Jack D. Herrmany

Title: President

Dated: 7/28/2010

**“County”**

County of Mariposa

By: [Signature]

Kevin Cann
Its Chair of the Board of Supervisors

Dated: _____________, 2010

The County of Mariposa has signed this Covenant Agreement pursuant to authority granted by the Board of Supervisors on _____________, 2010.

**ATTEST:**

By: [Signature]

Margie Williams, Clerk of the Board

Dated: _____________, 2010

**APPROVED AS TO FORM:**

By: [Signature]

Steven W. Dahlem, County Counsel

Dated: _____________, 2010
State of California
County of Santa Clara

On July 28th, 2010, before me, Mahendra B. Shah, Notary Public, personally appeared Jack D. Herring, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________
Mahendra B. Shah
Commission # 1804263
Notary Public - California
Santa Clara County
My Comm. Expires Jan 26, 2012

State of California
County of ___________

On ____________, 2010, before me, __________________, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________
Notary Public
RECORDING REQUESTED BY
AND RETURN TO:

NAME: Mariposa County
STREET: Department of Public Works
ADDRESS: 4639 Ben Hur Road
CITY & STATE: Mariposa, CA 95338

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT TO FUND ANNUAL CONTRIBUTION
IN LIEU OF ASSESSMENT

Recitals:

A. This Covenant to Fund Annual Contribution In Lieu of Assessment (the "Covenant Agreement") is entered into by Kenneth G. LeBlanc and Janet M. LeBlanc ("Owner"), in its capacity as the owner of the real property located within the County of Mariposa as described on attached Exhibit "A" (the "Property"), and with the intention of binding each successive owner of the Property.

B. This Covenant Agreement is specifically entered into in conjunction with the Conditional Certificate of Compliance (the "COC") recorded on December 29, 2016, as Document No. 20164820 in the Real Property Records of Mariposa County, and for the purpose of providing to the County of Mariposa (the "County") assurances that satisfy the requirements of Section 6 of the COC.

C. County and Owner (collectively, the "Parties") have determined that it is infeasible to annex the Property into the lands that are encompassed by the Yosemite West Maintenance Services District (the "District"). In addition the Parties have confirmed that the requirements of Section 6 of the COC do not entail any requirement that the District engage in any additional services regarding road maintenance or snow removal than those that the District is otherwise presently providing.

D. The Parties desire by this Covenant Agreement to confirm and provide notice of certain duties and obligations that shall bind them, and the Owner's respective successors in interest in order to assure compliance with Section 6 of the COC.

E. Therefore the Parties have determined it desirable to enter into this arrangement, in lieu of conducting an annexation proceeding, to assure to the County the annual payment by Owner to the County of the In Lieu of Assessment Amount (defined below). The Parties further intend for the County to use its authorities to provide for contribution of In Lieu of Assessment Amount by the County to the District, as and when such payment is made by owner.

NOW THEREFORE, it is agreed as follows:

1. Payment and Determination of In Lieu Assessment Amount. Owner, as owner of the Property, on behalf of itself and its successors and assigns, covenants to pay to the County, on an annual basis, the "In Lieu of Assessment Amount". The In Lieu of Assessment Amount shall utilize the assessment rates
and methodologies applied by the District for properties within the District and which would be necessary to fund the District activities in providing the road maintenance and rehabilitation and snow removal services conducted by the District, however the number of lots to be used in the calculation will be an equivalent number of lots, based upon the number of dwelling units on the Property. The In Lieu of Assessment Amount shall be paid by the Owner to the County concurrent with the payment dates due for assessments made by the District, without the requirement of further notice by the County.

2. **Remedies for Failure to Timely Pay.** Any failure by the Owner to timely pay the In Lieu of Assessment Amount shall result in a lien upon the Owner's interest in the Property, and shall carry such penalties and interests that would be applicable for any failure to pay a property tax assessment. In addition, the In Lieu of Assessment Amount (plus applicable interest and penalties) shall be a personal debt payable by the then current Owner which may be enforced as a debt payable by the Owner to the County. Further, without limiting the generality of the foregoing, the County shall have all rights and remedies available to a County government, at law or in equity, with respect to any breach of the obligation of the Owner to pay the In Lieu of Assessment Amount.

3. **Condition of County to Pay Over.** The obligation of the Owner to pay the In Lieu of Assessment Amount shall terminate if, in any two successive years in which the County receives a payment of an In Lieu of Assessment Amount, the County thereupon fails to exercise its authorities to pay an equal amount as a contribution by the County to the expenses of the District, provided however that such termination of the Owner's obligation shall not arise unless the County has first received from the Owner a written notice confirming the Owner's intent to be relieved of the continuing obligation to pay In Lieu of Assessment Amount and the County has not, within ninety (90) days after receipt of such notice adopted a resolution to make a contribution to the District in an amount equal to the prior year In Lieu of Assessment Amount. The obligation of the County to contribute funds to the District hereunder is solely a condition of the obligation of Owner to make further In Lieu of Assessment Amount payments, and such obligation shall not provide any third party any rights or benefits, including the District.

[remainder of page intentionally left blank]
4. **Confirmation of Satisfaction of COC Section 6.** The County hereby confirms that the Owner has, by execution and recordation of this Covenant Agreement, satisfied all duties and obligations established by Section 6 of the COC.

**"Owners"**

Kenneth G LeBlanc  
By:  
Printed Name: Kenneth G. LeBlanc  
Title: Owner  
Date: Sept. 8, 2018  

Janet M. LeBlanc  
By:  
Printed Name: Janet M. LeBlanc  
Title: Owner  
Date: Sept. 8, 2018  

The County of Mariposa has signed this Covenant Agreement pursuant to authority granted by the Board of Supervisors on _______________.

**ATTEST:**

By:  
Name & Title:  
Dated: ________________

**APPROVED AS TO FORM:**

By:  
Name & Title:  
Dated: ________________
Legal Description

All that real property situated in the State of California, County of Mariposa and described as follows:

All of that portion of the East 1/2 of the Northwest 1/4 of Section 25, Township 3 South, Range 20 East, M.D.B.&M., lying South of a county road known as Henness Ridge Road, East of a county road known as Henness Circle and North of Lots 36, 37, 38, 39 and 40 as shown on Map No. 1511 of Mariposa County Records known as Yosemite West Unit #1, more particularly described as follows:

Beginning at a point on the easterly line of said East 1/2 of the Northwest 1/4 of said Section 25 that is N. 0° 43' 50" E. a distance of 656.77 feet from the center of said Section 25, said point of beginning being the Northeast corner of Lot 40 of said Yosemite West #1 Subdivision; thence continuing N. 0° 43' 50" E. along said easterly line of said East 1/2 of Northwest 1/4 of said Section 25, a distance of 861.26 feet to a point on the southerly line of said Henness Ridge Road; thence along said southerly line through a 250.0 foot radius curve concave to the Northwest with a central angle of 19° 24' 23" a distance of 84.68 feet; thence along a 13.90 foot radius curve concave to the Southeast through a central angle of 80° 25' 29" a distance of 19.51 feet to a point on the easterly line of Henness Circle; thence the following courses along said easterly line through a 230.0 foot radius curve concave to the West a central angle of 30° 10' 11" a distance of 121.11 feet; thence S. 17° 36' 57" W. a distance of 142.45 feet; thence N. 72° 23' 03" W. a distance of 5.0 feet; thence along a 225.0 foot radius curve concave to the Northwest through a central angle of 90° 31' 04" a distance of 355.47 feet; thence N. 71° 51' 59" W. a distance of 102.03 feet; thence along a 175.0 foot radius curve concave to the East through a central angle of 162° 17' 22" a distance of 495.69 feet; thence N. 35° 50' 39" E. a distance of 5.0 feet; thence along a 226.56 foot radius curve concave to the Southwest through a central angle of 42° 08' 41" a distance of 166.65 feet to the Northwest corner of Lot 36 of said Yosemite West #1 Subdivision; thence along the northerly line of said Lots 36, 37, 38, 39 and 40 of said Yosemite West #1 Subdivision N. 89° 13' 57" E. a distance of 568.64 feet to the point of beginning.

Excepting therefrom the Condominium Plan of Yosemite West Condominium Project Phase No. 1 filed for record August 7, 1973 as Map No. 1835.
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

On 9/18/18 before me, L. Sibley, Notary Public, personally appeared 

Kenneth L. Leblanc — — 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/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(L. Sibley)

Notary Public - California
Los Angeles County
Commission # 2182486
My Comm. Expires Mar 7, 2021

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

On 9/18/18 before me, L. Sibley, Notary Public, personally appeared

Janet H. Leblanc — — 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/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(L. Sibley)

Notary Public - California
Los Angeles County
Commission # 2182486
My Comm. Expires Mar 7, 2021
RECORDING REQUESTED BY
AND RETURN TO:

NAME: Mariposa County
STREET: Department of Public Works
ADDRESS: 4639 Ben Hur Road
CITY & STATE: Mariposa, CA 95338

SPACE ABOVE THIS LINE FOR RECORDER’S USE

COVENANT TO FUND ANNUAL CONTRIBUTION
IN LIEU OF ASSESSMENT

Recitals:

A. This Covenant to Fund Annual Contribution In Lieu of Assessment (the "Covenant Agreement") is entered into by YF Real Estate Holdings LLC ("Owner"), in its capacity as the owner of the real property located within the County of Mariposa as described on attached Exhibit "B" (the "Property"), and with the intention of binding each successive owner of the Property.

B. This Covenant Agreement is specifically entered into in conjunction with the Conditional Certificate of Compliance (the "COC") recorded on December 29, 2016, as Document No. 20164819 in the Real Property Records of Mariposa County, and for the purpose of providing to the County of Mariposa (the "County") assurances that satisfy the requirements of Section 6 of the COC.

C. County and Owner (collectively, the "Parties") have determined that it is infeasible to annex the Property into the lands that are encompassed by the Yosemite West Maintenance Services District (the "District"). In addition the Parties have confirmed that the requirements of Section 6 of the COC do not entail any requirement that the District engage in any additional services regarding road maintenance or snow removal than those that the District is otherwise presently providing.

D. The Parties desire by this Covenant Agreement to confirm and provide notice of certain duties and obligations that shall bind them, and the Owner's respective successors in interest in order to assure compliance with Section 6 of the COC.

E. Therefore the Parties have determined it desirable to enter into this arrangement, in lieu of conducting an annexation proceeding, to assure to the County the annual payment by Owner to the County of the In Lieu of Assessment Amount (defined below). The Parties further intend for the County to use its authorities to provide for contribution of In Lieu of Assessment Amount by the County to the District, as and when such payment is made by owner.

NOW THEREFORE, it is agreed as follows:

1. **Payment and Determination of In Lieu Assessment Amount.** Owner, as owner of the Property, on behalf of itself and its successors and assigns, covenants to pay to the County, on an annual basis, the "In Lieu of Assessment Amount". The In Lieu of Assessment Amount shall utilize the assessment rates
and methodologies applied by the District for properties within the District and which would be necessary to fund the District activities in providing the road maintenance and rehabilitation and snow removal services conducted by the District, however the number of lots to be used in the calculation will be an equivalent number of lots, based upon the number of dwelling units on the Property. The In Lieu of Assessment Amount shall be paid by the Owner to the County concurrent with the payment dates due for assessments made by the District, without the requirement of further notice by the County.

2. **Remedies for Failure to Timely Pay.** Any failure by the Owner to timely pay the In Lieu of Assessment Amount shall result in a lien upon the Owner's interest in the Property, and shall carry such penalties and interests that would be applicable for any failure to pay a property tax assessment. In addition, the In Lieu of Assessment Amount (plus applicable interest and penalties) shall be a personal debt payable by the then current Owner which may be enforced as a debt payable by the Owner to the County. Further, without limiting the generality of the foregoing, the County shall have all rights and remedies available to a County government, at law or in equity, with respect to any breach of the obligation of the Owner to pay the In Lieu of Assessment Amount.

3. **Condition of County to Pay Over.** The obligation of the Owner to pay the In Lieu of Assessment Amount shall terminate if, in any two successive years in which the County receives a payment of an In Lieu of Assessment Amount, the County thereupon fails to exercise its authorities to pay an equal amount as a contribution by the County to the expenses of the District, provided however that such termination of the Owner's obligation shall not arise unless the County has first received from the Owner a written notice confirming the Owner's intent to be relieved of the continuing obligation to pay In Lieu of Assessment Amount and the County has not, within ninety (90) days after receipt of such notice adopted a resolution to make a contribution to the District in an amount equal to the prior year In Lieu of Assessment Amount. The obligation of the County to contribute funds to the District hereunder is solely a condition of the obligation of Owner to make further In Lieu of Assessment Amount payments, and such obligation shall not provide any third party any rights or benefits, including the District.

[remainder of page intentionally left blank]
4. **Confirmation of Satisfaction of COC Section 6.** The County hereby confirms that the Owner has, by execution and recordation of this Covenant Agreement, satisfied all duties and obligations established by Section 6 of the COC.

"Owner"

YF Real Estate Holdings LLC  
By: [Signature]

Printed Name: Gerald Edelbrock  
Title: COO/CFO  
Date: 9/04/18

"County"

County of Mariposa  
By: [Signature]

Printed Name:  
Title:  
Date: 

The County of Mariposa has signed this Covenant Agreement pursuant to authority granted by the Board of Supervisors on __________.

**ATTEST:**

By: [Signature]

Name & Title:  
Dated: __________

**APPROVED AS TO FORM:**

By: [Signature]

Name & Title:  
Dated: __________

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

State of California  
County of San Francisco  
Subscribed and sworn to (or affirmed) before me on this [Date] day of September, 2018, by [Name]  
[Name], proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: [Notary Public’s Signature]  
[Seal]

TRISH CASEY  
Notary Public - California  
San Francisco County  
Commission # 2166329  
My Comm. Expires Oct 20, 2020  
[Notary Public’s Seal]
Legal Description

All that real property situated in the State of California, County of Mariposa and described as follows:

All of the portion of the Northwest Quarter of Section 25, Township 3 South, Range 20 East, M.D.B.&M. outside of the lots and roads shown on the map of Yosemite West unit 1 recorded as map no. 1511 of Mariposa County Records, more particularly described as follows:

BEGINNING at the point on easterly side of lots 59 and 60 where it is intersected by the northerly line of the south one-half of the Southeast quarter of the northwest quarter of said section 25; thence north 8° 15' 30" East 217.11 feet to the Northeast corner of lot 61; thence North 11° 19' 24" West along the easterly side of lots 62 and 63 a distance of 159.03 feet; thence North 20° 40' 15" East along the easterly side of lots 64 and 65 a distance of 172.06 feet; thence North 0° 14' 16") west along the easterly side of lot 66 a distance of 144.04 feet; thence North 16° 10' 23" west along the easterly side of lots 49, 271, 272 a distance of 272.22 feet; thence North 26° 04' 40" West along the easterly side of lots 273, 274, 275 a distance of 235.29 feet; thence North 14° 45' 31" West along the easterly side of lots 276, 277, and 278 a distance of 151.00 feet; thence North 2° 49' 06" west along the easterly side of lots 278, 279, 280 and 281 a distance of 264.00 feet; thence North 17° 27' 57" East along the easterly line of lots 282 and 283 a distance of 107.74 feet; thence North 30° 00' 00" West 100.52 feet to the edge of the county road; thence along the edge of said county road along a 279 foot radius curve concave to the south through a central angle of 15° 55' 11" a distance of 77.36 feet; thence South 17° 58' 52" East a distance of 15 feet; thence North 72° 01' 08" East a distance of 110.05 feet; thence along a 180 foot radius curve concave to south through a central angle of 44° 36' 57" a distance of 140.17 feet; thence south 63° 21' 55") East a distance of 85.35 feet; thence North 26° 38' 05"") East a distance of 10 feet; thence along a 610 foot radius curve concave to the southwest with a central angle of 32° 09' 12") a distance of 342.35 feet; thence North 58° 47' 17"") East a distance of 15 feet; thence South 31° 12' 43"") East a distance of 150.53 feet; thence along a 233.63 foot radius curve concave to the northeast through a central angle of 26° 57' 17") a distance of 106.81 feet; thence South 58° 10' East a distance of 136.15 feet; thence along a 175 foot radius curve concave to the southwest through a central angle of 24° 10'") a distance of 76.81 feet; thence South 34° 00' East a distance of 327.16 feet; thence along a 225 foot radius curve concave to the north through a central angle of 57° 58' 12") a distance of 227.85 feet; thence along a 20 foot radius curve concave to the south through a central angle of 79° 24' 58") a distance of 27.72 feet; thence south 12° 33' 14") east a distance of 19.39 feet; thence along a 175 foot radius curve concave to the west through a central angle of 30° 10' 11") a distance of 92.15 feet; thence south 17° 36' 57") west a distance of 142.45 feet; thence along 175 foot radius curve concave to the northwest through a central angle of 90° 31' 04") a distance of 276.47 feet; thence North 71° 51' 59") west a distance of 102.03 feet; thence north 18° 08' 01") East a distance of 20 feet; thence along a 245 foot curve concave to the east through a central angle of 162° 17' 22") a distance of 603.56 feet; thence along a 151.56 foot radius curve concave to the southwest through a central angle of 36° 26' 55") a distance of 96.41 feet to a point on the north line of the south one-half of the southeast one-quarter of the Northwest one-quarter of said section 25; thence South 89° 13' 57") west along said north line a distance of 456.36 feet to the most westerly corner of lot 32; thence continuing south 89° 13' 57") west 214.27 feet more or less to the point of beginning.

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

STATE OF CALIFORNIA  
COUNTY OF  
On September 4, 2018 before me, Trish Casey, Notary Public, personally appeared Gerald Edelbrook 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Trish Casey, 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  
COUNTY OF  
On  before me,  , 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)
NOTE:
THIS ADDITIONAL INFORMATION IS FOR INFORMATIONAL PURPOSES, DESIGNATING CONDITIONS AS OF THE DATE OF FILM, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

BY THE SIGNATURES OF THE OWNERS ON SHEET 1 OF THIS PARCEL MAP, THE OWNERS ACKNOWLEDGE THE FOLLOWING DECLARATIONS:

SOILS REPORT DECLARATION (7)
All residential buildings, including mobile homes placed on foundations, shall be constructed in compliance with the special foundation requirements stated in the soils investigation report prepared for Parcel B & C as shown herein this Parcel Map, and on file with the County Planning Department. A building permit shall not be issued for residences placed on foundations unless the foundations meet the foundation requirements contained in the soils investigation prepared for the subdivider. The foundation requirements must be incorporated in the building plan and permit.

SEWAGE DISPOSAL DECLARATION (8)

WATER DISCLOSURE STATEMENT (9)
Water supplies for residential lots are derived from private wells on Parcel A as shown on the Parcel Map for YF Real Estate Holdings, LLC, recorded in Book 30 of Parcel Maps at Page 15, Mariposa County Records, Mariposa County groundwater supplies are found in fractures in the bedrock. The costs associated with drilling and developing a private well is highly variable because it is unknown how much or if any additional water can be found on this parcel. There is no guarantee additional potable water of adequate quality or quantity can be found or sustained on the parcel shown on this map.

CERTIFICATE OF COMPLIANCE STATEMENT (10)
Parcels B & C as shown herein this Parcel Map have not been reviewed pursuant to current 2016 Subdivision Ordinance requirements, and is the result of the Planning Commission’s approval of Certificate of Compliance Application No. 2015-158.

FIRE SAFE DECLARATION (11)
Future residential development on Parcels B & C as shown herein this Parcel Map shall be required to conform with all applicable SBA Fire Safe Regulations (Public Resource Code 4230 and 4291). Furthermore, the development of the parcel is subject to all applicable SBA Fire Safe Regulations and the risk of fire hazards shall be reduced through compliance with Public Resource Code 4291.