

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**


NO DOCUMENTARY TRANSFER TAX DUE. This Grant of Easement is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR  
RECORDER'S USE]

**GRANT OF EASEMENT**

The County of Mendocino, a political subdivision of the State of California (the "County"), does hereby grant to U.S. Bank National Association, as Trustee (the "Trustee") under the Trust Agreement, dated as of May 1, 2012 (the "Trust Agreement"), by and among the County, the Mendocino County Public Facilities Financing Corporation (the "Corporation"), and the Trustee, a non-exclusive easement (this "Easement") for parking and public utility purposes over, under, and through land situated in the City of Ukiah, County of Mendocino, State of California, owned by County and which is described on Exhibit A hereto.

**RECITALS**

WHEREAS, the County and Corporation executed and entered into a Site Lease (the "Original Site Lease"), dated as of May 1, 2012, as amended by the First Amendment to Site Lease, dated as of [Dated Date] (the "First Amendment to Site Lease" and, together with the Original Site Lease, the "Site Lease") whereby the County leases to the Corporation certain real property and improvements thereon more particularly described in Exhibit A to the Facility Lease (the "Leased Property"), and a Facility Lease (the "Facility Lease"), dated as of May 1, 2012, as amended by the First Amendment to Facility Lease, dated as of [Dated Date] (the "First Amendment to Facility Lease" and, together with the Original Facility Lease, the "Facility Lease") whereby the County subleases the Leased Property from the Corporation;

WHEREAS, the Corporation assigned without recourse all its rights to receive the base rental payments scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights to the Trustee pursuant to the Assignment Agreement (the "Assignment Agreement") dated as of May 1, 2012, as amended by the First Amendment to Assignment

Agreement, dated as of [Dated Date] (the “First Amendment to Assignment Agreement” and, together with the Original Assignment Agreement, the “Assignment Agreement”);

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of this Trust Agreement, the Trustee executed and delivered certificates of participation (the “Certificates”), each evidencing and representing a proportionate, undivided interest in the Base Rental Payments (as defined herein);

WHEREAS, in accordance with the Facility Lease, the County released a portion of the Original Leased Property (as defined in the hereinafter referred to First Amendment to the Facility Lease), and, in connection therewith, is providing the Trustee with this Easement.

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the First Amendment to the Facility Lease.

2. Grant and Description of Easement. The County, as the owner of the Easement Property as shown in Exhibit B hereto (the “Easement Property”), hereby establishes and grants to and for the benefit of the Trustee, as Trustee under the Indenture, a non-exclusive easement over and across the Easement Property for parking and public utility purposes to and from the Leased Property. The County reserves the right to make use of the real property burdened by this Easement, including on, above or adjacent to the Easement as long as such use does not unduly obstruct or interfere with the use of such easement for the purposes as set forth herein and to grant one or more additional non-exclusive easements in the Easement Property to third parties so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easement by the Trustee.

3. No Unreasonable Interference. The County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easement.

4. Term of Easement Agreement. The term of this Easement Agreement shall be coextensive with the Term of the Facility Lease, as such Term may be extended or terminated.

5. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement shall be binding upon the Easement Property and shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the County and the Trustee.

8. Recordation of Easement Agreement. This Easement shall be recorded in the Official Records of Mendocino County, State of California.

9. Entire Agreement; Amendments. This Easement contains the entire agreement of the County hereto relating to the Easement herein granted. Any representations or modifications concerning this Easement shall be of no force and effect, excepting a subsequent modification in writing, duly executed by the County and the Trustee and approved by the Bond Insurer and recorded in the Official Records of Mendocino County, State of California.

10. Warranty of Authority. The County represents and warrants as of the Date hereof

that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement on the Easement Property, and (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Trustee and the Bond Insurer prior to the date hereof.

**IN WITNESS WHEREOF**, the County has caused this Easement to be executed by its respective officer thereunto duly authorized, all as of the day and year first written above.

**THE COUNTY OF MENDOCINO**

By:

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE Section 1189**

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 LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared \_\_\_\_\_  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to 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.

Place Notary Seal Above

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Names Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Easement dated [Dated Date] from the County of Mendocino to the U.S. Bank National Association, as Trustee (the "Trustee") under the Trust Agreement, dated as of May 1, 2012 (the "Trust Agreement"), by and among the County, the Mendocino County Public Facilities Financing Corporation (the "Corporation"), and the Trustee, is hereby accepted.

By: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE Section 1189

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 LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared \_\_\_\_\_
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to 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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Names Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

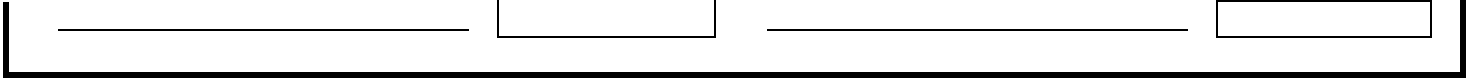
Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**EXHIBIT A**

**County Property Legal Description**



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 001-020-11-00 and 001-020-77-00**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UKIAH, COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 8 on the Official map of the Yokayo Rancho and more particularly set forth on the Survey Map of the County Farm recorded April 7, 1914 in Map Case 1, Drawer 3, Page 97 Mendocino County Records.

Excepting therefrom the following:

- 1) All that portion conveyed in the deed from the County of Mendocino to Spence Anderson recorded May 31, 1945 in Book 184 of Official Records Page 35 Mendocino County Records.
- 2) All that portion conveyed in the deed from the County of Mendocino to Ukiah Farm Labor Association of Ukiah recorded July 25, 1946 in Book 200 of Official Records Page 277 Mendocino County Records.
- 3) All that portion designated as Parcels A, B and C on the survey of portions of the Low Gap County Complex recorded September 27, 1974 in Map Case 2, Drawer 24, Page 90A, Mendocino County Records.
- 4) All that portion conveyed in the deed from the County of Mendocino to the City of Ukiah recorded October 18, 1993 in Book 2122 of Official Records Page 182 Mendocino County Records.

**EXHIBIT B**

**[Easement Property]**

Legal Description-Easement Property  
Area 3

The land referred to herein below is situated in the City of Ukiah, County of Mendocino, State of California.

Being a portion of the lands of the County of Mendocino as described in Book 26 of Deeds, Page 382, Mendocino County Records, lying in Lot 8 of the Yokayo Rancho as set forth on the Map of the County Farm, filed in Map Case 1, Drawer 3, Page 97, Mendocino County Records, more particularly described as follows:

**Commencing** at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 58°52'26" East, a distance of 243.58 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30, said point also being the **Point of Beginning** of this easement description; thence South 17°16'58" West, a distance of 229.43 feet; thence North 72°13'29" West, a distance of 40.17 feet; thence North 17°16'58" East, a distance of 229.43 feet; thence South 72°13'29" East, a distance of 40.17 feet to the **Point of Beginning**.

**Excepting therefrom** any portion thereof lying within a publicly owned right of way.

Prepared by,



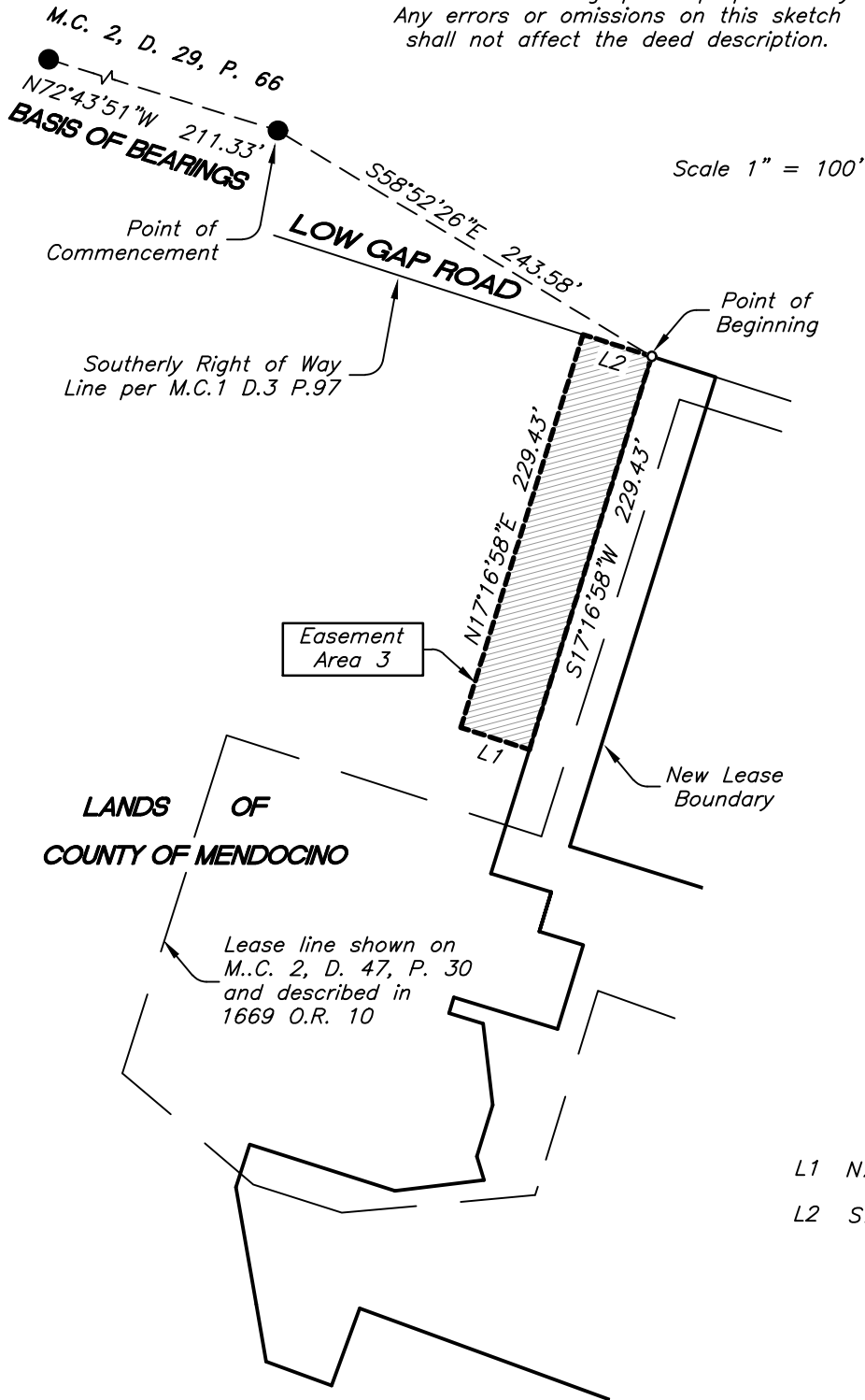
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**Bradley A. Thomas, PLS 5520**  
LACO File No. 7746.24



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

*This sketch is for graphical purposes only.  
Any errors or omissions on this sketch  
shall not affect the deed description.*



Scale 1" = 100'



	Bearing	Distance
L1	N72°13'29"W	40.17'
L2	S72°13'29"E	40.17'

**LEGEND**

- 1/2" iron pipe plugged LS 3089 per M.C. 2, D. 29, P. 66

**LACO ASSOCIATES**

1-800-515-5054

www.lacoassociates.com

FILE NO. 7746.24