

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
County of Monterey

CRALMA
9/20/2010
10:15:15

WHEN RECORDED MAIL TO:

Robert Rivas, Senior Board Clerk

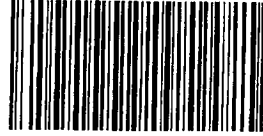
Office of the Clerk to the Board

168 W. Alisal Street, 1st Floor

Salinas, CA 93901

DOCUMENT: **2010052813**

Titles: 1/ Pages: 16



Fees....

Taxes...

Other...

AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

Agreement for Construction of Road Improvements

6/29/2010 No. 50

When recorded, mail to:
County of Monterey
Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

AGREEMENT FOR CONSTRUCTION OF ROAD IMPROVEMENTS

This agreement is made, effective as of the date opposite the signature of the Chair, as set forth below, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "COUNTY") and CHARLES NICHOLS and JUDITH NICHOLS, as Trustees of the NICHOLS FAMILY TRUST UTA dated January 17, 1991, applicant for YANKS AIR MUSEUM, (hereinafter "APPLICANT"), with reference to the following facts and circumstances:

- A. Applicant is the owner of 111-acres of real property ("property") located easterly of State Highway 101, north of Thorne Road outside northern boundary of the City of Greenfield (APNs 111-012-017 and 111-012-019), Greenfield area, central Salinas Valley area, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference;
- B. On November 4, 1997, the Board of Supervisors of Monterey County, pursuant to regulations established by local ordinance and State law, approved a Combined Development Permit to Applicant subject to conditions of approval listed in Board of Supervisors Resolution No. 97-445, (File No. SH94002).
- C. On October 12, 2004, the Board of Supervisors, pursuant to regulations established by local ordinance and State law, granted an extension for the previously approved Combined Development Permit (File No. SH94002) to Applicant subject to conditions of approval listed in Board of Supervisors Resolution No. 04-351 (File No. PLN020482).
- D. On October 28, 2008, the Board of Supervisors of Monterey County, pursuant to regulations established by local ordinance and State law, granted an extension for the previously approved Combined Development Permit (File Nos. SH94002 and PLN020482) to Applicant subject to conditions of approval listed in Board of Supervisors Resolution No. 08-362, (File No. PLN060582).
- E. Resolution No. 08-362 incorporated all conditions of approval for the project, including the original conditions of approval, the six (6) additional conditions added to the 2004 approval and the three (3) conditions, added to the 2008 approval.

- F. On June 29, 2010, the Board of Supervisors of Monterey County, pursuant to regulations established by local ordinance and State law, adopted Resolution No. _____ clarifying and correcting Resolution No. 08-362 with respect to the proper identification of assessor parcel numbers and performance time limits.
- G. These resolution combined imposed certain conditions on Applicant with respect to the development of roads and related improvements including:

Condition No. 27 (original approval) “The applicant shall dedicate to the County of Monterey the Livingston Road extension and the project access road between Livingston Road and the freeway right of way. (RMA-Public Works)”

Condition No. 6. (October 12, 2004 approval as modified by October 28, 2008 approval) “Prior to issuance of permits for any road infrastructure under the jurisdiction of the County, the applicant shall agree, through an agreement acceptable to both the Monterey County Public Works Department and Caltrans, to relocate the project driveway (Yanks Way) to Livingston Road and to construct a new connector roadway between Livingston Road and the northbound Route 101 off-ramp. Under this scenario, the northbound Route 101 of-ramp would remain in its present location and would not be upgraded with channelization improvements. (Planning and Building Inspection/Public Works)”

Condition No. 7 (October 12, 2004 approval as modified by October 28, 2008 approval) “Prior to issuance of any building permits for any Phase IV of the project, as identified in the revised Project Phasing Plan dated October 22, 2008, the applicant shall enter into an agreement with Caltrans to prepare a Project Study Report (PSR) to identify the necessary improvements necessary at the Route 101/Thorne Road Interchange to accommodate the City of Greenfield’s General Plan Buildout (RMA-Planning Departments, RMA-Public Works)”

Condition No. 8 (October 12, 2004 approval as modified by October 28, 2008 approval) “Prior to issuance of occupancy permits for Phases IV, V and VI as identified in the revised Project Phasing Plan dated October 22, 2008, the applicant must provide evidence that the PSR has been approved by Caltrans and the applicant must agree, in a manner acceptable to and approved by Caltrans, to pay the projects’ pro rata share of the cost of the improvements identified in the PSR for development of Phase IV (Hotel), Phase V (Two Retail Commercial Sites) and Phase VI (Restaurant/Amphitheater). (RMA-Planning Department, RMA-Public Works)”

- H. In accordance with the BOS Resolution No. 97-445 Condition 27, the realigned Livingston Road and access road shall be dedicated to the County for public use, after they are constructed and found acceptable by the County.

- I. In accordance with the Conditions of Approval, additional road improvements identified through a Project Study Report shall be funded on a pro rata share basis by the applicant; prior to occupancy of Phase IV.
- J. In consideration of the granting of Permit No. PLN060582, pursuant to Board of Supervisors Resolution No. 08-362, Grantor intends by the Agreement and offer to satisfy all said Conditions of approval relating to roads.

NOW THEREFORE, the parties agree as follows:

1. Applicant shall pay for all costs associated with any road improvements associated with Phase I of this project, including preliminary engineering, right of way acquisition, construction costs, and for any County inspection services required.
2. Applicant shall establish with the County a deposit account before processing of permit and inspections, and shall deposit \$60,000 to pay for all reasonable administrative costs incurred by the County associated with processing the application including improvement plan review not covered by Applicant's plan check and permit fees, encroachment inspections, and construction quality assurance. County shall provide Applicant with an accounting of costs incurred by the County for which Applicant is being charged. Charges to this account will be based on actual costs incurred by the County and Applicant shall be refunded any unpaid balance after completion of the Warranty period. If actual costs exceed the funds in the account then Applicant shall be provided an itemization of the additional costs incurred and be required to replenish the deposit upon demand by the County to pay for those additional costs.
3. County participation in quality Assurance inspection and construction oversight does not relieve the Applicant of the responsibility to have a Registered Civil Engineer's statement of approved construction completion prior to requesting project acceptance and release of Faithful Performance security.
4. County acknowledges that Applicant has obtained a survey of the new property lines and has had the lines monumented, per County of Monterey Standard Property Development Specifications dated October 1977, and the County of Monterey Municipal Code chapter 19.10.085 which Record of Survey was recorded at Volume 25 Surveys Page 73.
5. Applicant shall also obtain and pay for a survey of all new roadways associated with the project and have the lines monumented, per County of Monterey Standard Property Development Specifications dated October 1977, and the

County of Monterey Municipal Code chapter 19.10.085 on monumentation.

6. All road improvements shall be constructed in accordance with the approved improvement plans and conform to the California Department of Transportation Highway Design Manual, County of Monterey Standard Roadway Design Standards and City of Greenfield Design Standards as specified, or as otherwise approved by the applicable jurisdiction.
7. Applicant shall obtain bonds for improvements releasable to the County of Monterey, in accordance with Chapter 19.13 of the County Code. The Faithful Performance Bond shall be equal to \$911,945.52 (the total cost for highway improvements including a contingency amount of 10%), and the Labor & Materials Bond shall be equal to \$364,778.21 (40% of the total cost for highway improvements including a contingency amount of 10%). The Monumentation Bond shall be equal to \$15,500, the cost of setting the monuments. Upon acceptance of dedicated road improvements by the County, the Applicant shall provide security to guarantee the improvements throughout the warranty period in the form of a Warranty Bond. The Warranty Bond shall also be releasable to the County and shall be issued equal to 20% of the estimated total cost for highway improvements, plus the estimate of maintenance costs for private landscaping and irrigation for up to two years. Notwithstanding the Warranty Bond, the Applicant shall be responsible for maintenance upon commencement of construction and shall also repair of any defects of the construction or failures and causes thereof that may be identified during the two year warranty period.
8. The Applicant shall provide evidence to the County that Applicant has obtained Insurance to protect owners of adjacent properties from adverse affects of construction of the improvements. Said insurance shall be maintained throughout the period of construction and the two year warranty period. The policy shall be in the amounts currently specified on the County of Monterey Contracts/ Procurement Division website. All policies shall include endorsements naming The County of Monterey, its Officers, Agents and Employees, as an additional insured's.
9. Applicant agrees to defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees arising out of development pursuant to the Combined Development Permit, in accordance with Chapter 19.13.005 of the County Code. The Applicant will reimburse the County for any court costs and attorneys' fees which the County may be required by a court to pay as a result of such action or claim. The County may, at its sole discretion, participate in the defense of such action, but such participation shall not relieve the Applicant of his obligations under this condition. The County shall promptly notify the applicant of any such claim, action, or proceeding and

the County shall cooperate fully in the defense thereof. If County fails to promptly notify the applicant of any such claim, action or proceeding or fails to fully cooperate fully in the defense thereof, the applicant shall not thereafter be responsible to defend, indemnify or hold the County harmless.

10. Consistent with the Project Phasing Plan approved as part of the approval of Resolution 08-362, Applicant shall commence construction within 180 days from approval of the CalTrans Encroachment Permit or Monterey County Grading Permit whichever is issued later, which commencement date may be revised, if necessary, pursuant to a written amendment to this Agreement approved by both Parties and shall complete construction of all road improvements required in the applicable phase, within one year of commencement. The completion date may be extended by the County as provided in Chapter 19.13.005 of the County Code.
11. Applicant hereby offers to dedicate for public use the 82 feet of right of way for the Livingston Road extension and realignment, and Yanks Way as described in **Exhibit B** and shown on **Exhibit C** attached hereto. Additionally, Applicant hereby offers to dedicate 42 feet of right of way for the "Access Road" connection between the Livingston Road extension and realignment and the existing Livingston Road adjacent to Highway 101 as shown on **Exhibit C**.
12. In addition, vehicular access rights shall be restricted entirely along Yanks Way from the curb of the ramp intersection to the Yanks Way/Livingston Road intersection, as depicted in the Proposed Right of Way Dedication Survey completed by Michael P. Jervis Jr, Licensed Land Surveyor, dated February 19, 2010 and attached hereto as **Exhibit C**.
13. The "Access Road" [shown in **Exhibit C**] shall be designated as a public roadway to perpetuate public access for the parcels that take access from Livingston Road.
14. Applicant and County recognize that the alignment for Yanks Way may be modified as a result of the recommendations of the Project Study Report or other Caltrans requirements imposed prior to Phase IV, and that additional right of way and public improvement dedications may be required.
15. **Exhibits B and C** are consistent with that certain set of Street Improvements Plans and Specifications for the Yanks Air Museum as specified in Caltrans Permit No. 0509 6MC 0461. To the extent any discrepancy is discovered, the approved plans and specifications in Caltrans Permit No. 0509 6MC 0461 shall govern.
16. After completion of the road improvements required for each Phase of the Project, and acceptance by the County, the Applicant shall provide an Offer of

Dedication and Certificate of Acceptance, in form subject to the approval of the Public Works Department, to reflect the dedication to Monterey County of that portion of improved roadway specified in Condition No. 27, per Board of Supervisors Resolutions No. 97-445.

17. Applicant may request the City of Greenfield to relinquish a portion of the existing Livingston Road right of way to the Applicant but only after completion and acceptance of the relocated Livingston Road, Yanks Way, and access road, and subject to restricting access consistent with adjoining access restrictions required by Caltrans.
18. This Agreement benefits the land described in **Exhibit A** and shall be a covenant with and on said property and shall be binding upon the successors, heirs and assigns of the parties hereto
19. In the event Applicant fails to perform the improvement work required under this Agreement in the time and manner provided herein, County may, at its option, perform such work upon the giving of thirty (30) days' advance written notice to Applicant. The notice shall inform Applicant of its right to a hearing before the County Board of Supervisors regarding the estimated cost of the work. The hearing shall be heard not less than five (5) days before County intends to begin the improvement work. Applicant may participate in the hearing orally or in writing and contest County's estimated cost of the work. If County has complied in good faith with the notice and hearing provisions of this Section, then it shall have the right to enter any and all portions of the property to perform the necessary improvement work. Upon completion the work, County shall advise Applicant in writing of the actual costs of the work and require that the Applicant remit to County the appropriate amount of moneys to cover County's actual costs. Thereafter, if Applicant fails to remit said amount of moneys, County shall add said costs to Applicant's property tax bills or to the tax bills of the succeeding property owners in equal proportion.

In the event Applicant fails to perform any other obligation required under this Agreement, the County shall have the right to pursue all its rights and remedies, including, but not limited to, specific performance with respect to the dedication of property.

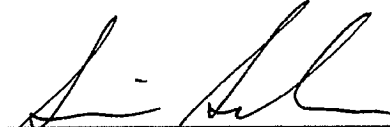
Upon execution of this Agreement, Applicant shall cause recordation thereof with the County Recorder's Office.

20. This Agreement shall run with the land and be binding upon the successors and assigns of each of the parties.

21. This Agreement is subject to the same expiration terms as the Combined Development Permit, or any extension thereof, referenced above. Applicant's obligations to the County to indemnify, defend and hold harmless as stated in this Agreement shall survive termination or expiration of this Agreement.
22. This Agreement together with the project approvals found in Monterey County Resolution No. 97-445, Resolution No. 04-351, Resolution No. 08-362 and Resolution No. 10-___, and any extensions thereof, constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and approved and executed by the appropriate representatives of the parties. This Agreement does not supersede or change any of the terms of project approvals pursuant to Resolution No. 97-445, Resolution No. 04-351, and Resolution No. 08-362, or any of the Conditions of Approval thereof, or any extensions thereof.
23. The parties understand and agree that this Agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date opposite the signature of the Chair of the Monterey County Board of Supervisors written below.

COUNTY OF MONTEREY

By: 
Simón Salinas
Chair, Board of Supervisors

Date: 7-16-10

ATTEST:

GAIL T. BORKOWSKI, CLERK OF THE BOARD

COUNTY OF MONTEREY
By: 
Deputy

Date: 8/2/10

State of California

County of Monterey

On July 16, 2010 before me, Denise A. Hancock, Notary Public
personally

(Insert Name of Notary Public and Title)

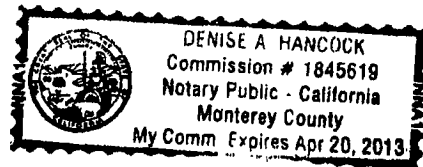
appeared Simon Salinas

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 he/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf on 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 Denise A. Hancock, ^{Notary Public} (Seal)



APPROVED AS TO FORM:

CHARLES J. McKEE, COUNTY COUNSEL

By: Kay Reimann
Kay Reimann
Deputy County Counsel

Date: 6/24/10

APPLICANT

CHARLES NICHOLS and JUDITH NICHOLS TRUST

Date 6-22-10

By: Charles F. Nichols
Charles F. Nichols Trustee
AKA - Charles Nichols

Date 6-22-10

By: Judith A. Nichols
Judith A. Nichols, Trustee
AKA - Judith Nichols

State of California

County of Los Angeles

On June 22, 2010 before me, Margaret Cabot, Notary Public
personally

(Insert Name of Notary Public and Title)

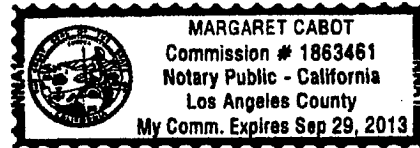
appeared Charles F. Nichols and Judith A. Nichols, Trustees

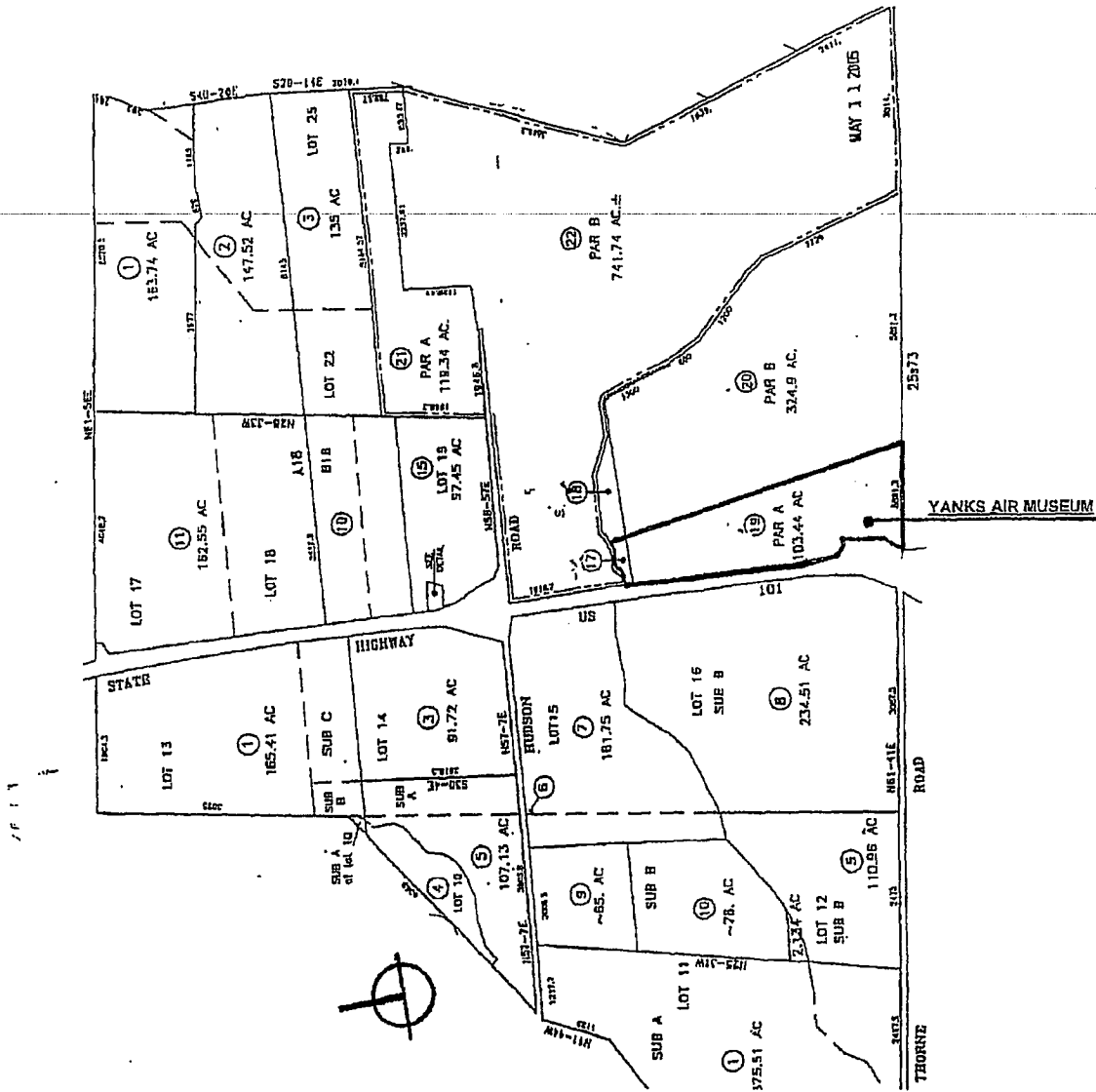
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in he/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf on 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 Margaret Cabot (Seal)
Signature of Notary Public





YANKS AIR MUSEUM

Legal description for Tax Assessor Parcels: 111-012-017 and 111-012-019

PARCEL A, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD JUNE 27, 2002 IN VOLUME 25 OF SURVEYS, AT PAGE 73, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXHIBIT "A"

(Yanks Way and Livingston Road)

THAT PORTION OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD JUNE 27, 2002 IN VOLUME 25 OF SURVEYS, AT PAGE 73, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE WESTERLY BOUNDARY OF SAID PARCEL A, WHICH BEARS NORTH 30°53'33" WEST AS SHOWN ON SAID MAP; THENCE,

SOUTH 75°44'01" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A, 36.22 FEET, TO A POINT AT THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 466.00 FEET, A RADIAL TO SAID POINT HAVING A BEARING OF NORTH 27°45'38" WEST; THENCE,

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°06'12" AN ARC DISTANCE OF 17.11 FEET; THENCE,

NORTH 64°20'34" EAST, 347.49' TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 27.00 FEET; THENCE,

NORTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 91°16'21" AN ARC DISTANCE OF 43.01 FEET; THENCE,

NORTH 63°04'13" EAST, 82.00 FEET; THENCE,

SOUTH 26°55'47" EAST, 845.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 27.00 FEET; THENCE,

SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 42.41 FEET; THENCE,

SOUTH 26°55'47" EAST, 42.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL A; THENCE,

SOUTH 63°04'13" WEST, ALONG SAID SOUTHERLY BOUNDARY, 136.00 FEET; THENCE,

NORTH 26°55'47" WEST, 42.00 FEET, TO A POINT AT THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 27.00 FEET, A RADIAL TO SAID POINT HAVING A BEARING OF SOUTH 26°55'47" EAST; THENCE,

NORTHERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 42.41 FEET; THENCE TANGENT,

NORTH 26°55'47" WEST 709.63 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 27.00 FEET; THENCE,

NORTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 88°43'39" AN ARC DISTANCE OF 41.81 FEET; THENCE TANGENT,

SOUTH 64°20'34" WEST, 325.28 FEET TO A POINT IN THE WESTERLY BOUNDARY OF SAID

EXHIBIT B

PARCEL A; THENCE,

NORTH 30°53'33" WEST, 74.85 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A TO THE POINT OF BEGINNING.

VEHICULAR ACCESS IS TO BE PROHIBITED ACROSS ALL POINTS ALONG THE FOLLOWING DESCRIBED NORTHERLY SIDELINE OF YANKS WAY, AS SHOWN ON EXHIBIT B ATTACHED HERETO:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE WESTERLY BOUNDARY OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD JUNE 27, 2002 IN VOLUME 25 OF SURVEYS, AT PAGE 73, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, WHICH BEARS NORTH 30°53'33" WEST AS SHOWN ON SAID MAP; THENCE,

SOUTH 75°44'01" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A, 36.22 FEET, TO A POINT AT THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 466.00 FEET, A RADIAL TO SAID POINT HAVING A BEARING OF NORTH 27°45'38" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE,

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°05'12" AN ARC DISTANCE OF 17.11 FEET; THENCE,

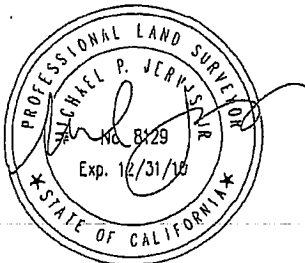
NORTH 64°20'34" EAST, 347.49 FEET.

VEHICULAR ACCESS IS TO BE PROHIBITED ACROSS ALL POINTS ALONG THE FOLLOWING DESCRIBED SOUTHERLY SIDELINE OF YANKS WAY, AS SHOWN ON EXHIBIT B ATTACHED HERETO:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE WESTERLY BOUNDARY OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD JUNE 27, 2002 IN VOLUME 25 OF SURVEYS, AT PAGE 73, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, WHICH BEARS NORTH 30°53'33" WEST AS SHOWN ON SAID MAP; THENCE,

SOUTH 30°53'33" EAST, 74.85 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A TO THE TRUE POINT OF BEGINNING; THENCE,

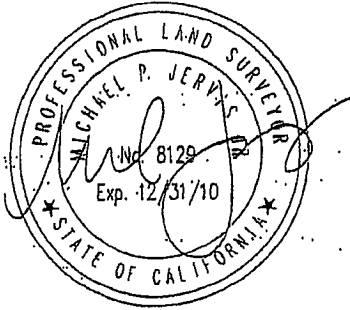
NORTH 64°20'34" EAST, 325.28 FEET.



2-19-10

(42-FOOT WIDE ACCESS EASEMENT)

THE WESTERLY 500 FEET OF THE SOUTHERLY 42 FEET OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD JUNE 27, 2002 IN VOLUME 25 OF SURVEYS, AT PAGE 73, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.



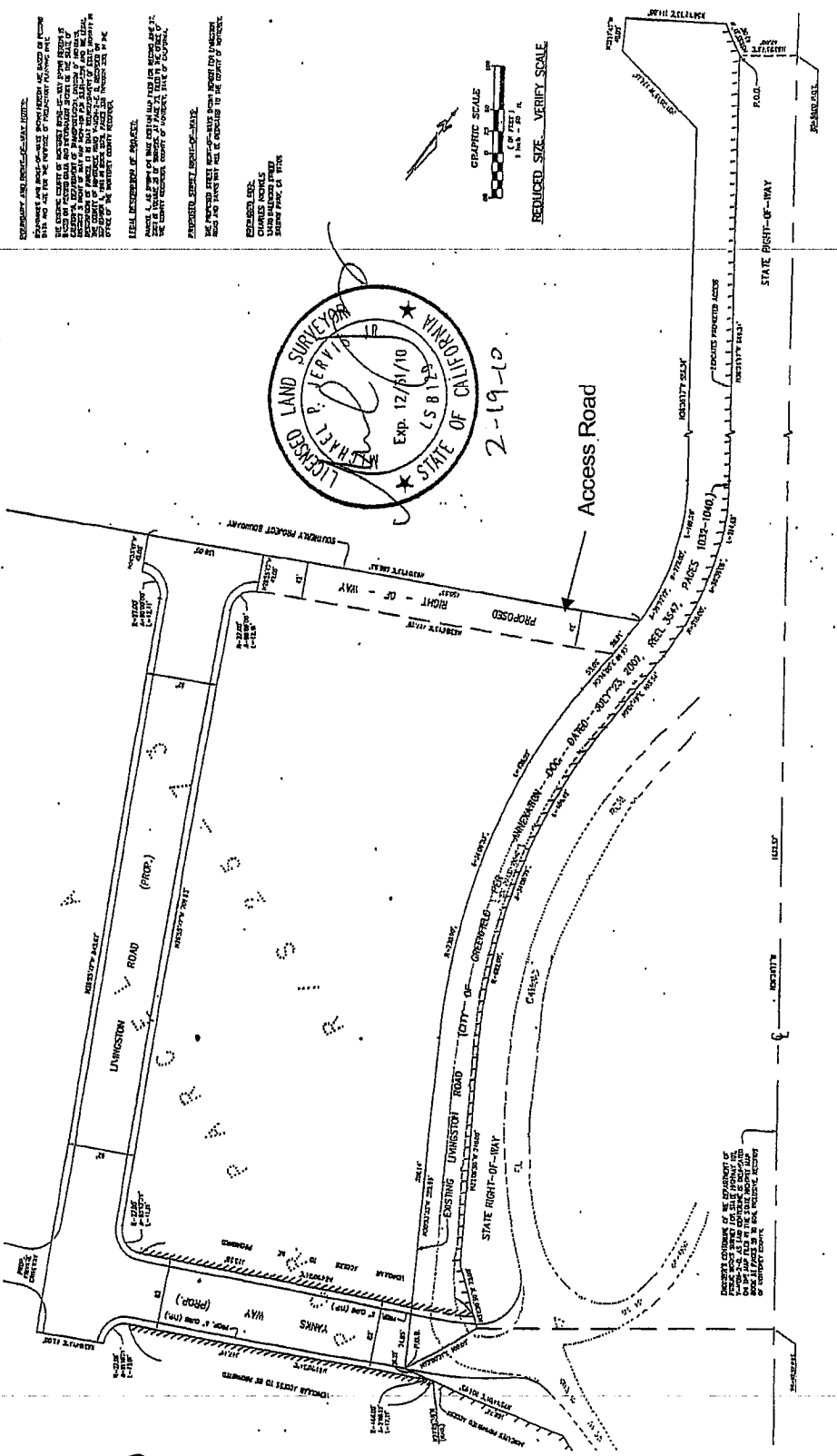
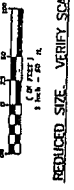
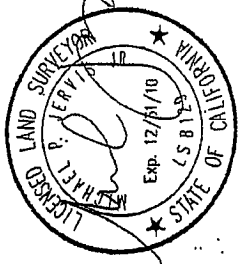
2-19-10

EXHIBIT A - LEGAL DESCRIPTION OF LANDS.
 THE LANDS ARE SHOWN ON THE SURVEY MAP AS BEING OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND ARE DESCRIBED AS FOLLOWS: ...

LEGAL DESCRIPTION OF LANDS.
 THE LANDS ARE SHOWN ON THE SURVEY MAP AS BEING OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND ARE DESCRIBED AS FOLLOWS: ...

EXHIBIT B - LEGAL DESCRIPTION OF LANDS.
 THE LANDS ARE SHOWN ON THE SURVEY MAP AS BEING OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND ARE DESCRIBED AS FOLLOWS: ...

EXHIBIT C - LEGAL DESCRIPTION OF LANDS.
 THE LANDS ARE SHOWN ON THE SURVEY MAP AS BEING OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND ARE DESCRIBED AS FOLLOWS: ...



	PREPARED BY: K. J. KERVIN 102 NORTH BASSAQUA SACRAMENTO, CALIF. 95811 TEL: 916-484-2200 FAX: 916-484-0223	SHEET 1 OF 1
PROJECT NO.: 1032-1040	PROPOSED RIGHT-OF-WAY DESIGNER: K. J. KERVIN 102 NORTH BASSAQUA SACRAMENTO, CALIF. 95811 TEL: 916-484-2200 FAX: 916-484-0223	SHEET 1 OF 1
DATE: 12/15/10	PROJECT NAME: YANKS AIR MUSEUM	SHEET 1 OF 1

EXHIBIT C END OF DOCUMENT