

Attachment D

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Attachment D

GRANT OF NON-EXCLUSIVE ACCESS EASEMENT

This Non-Exclusive Access Easement (“**Easement**”) is granted as of the 27 day of October, 2016, by the Bosio Family 2007 Revocable Trust Established Under the Revocable Trust dated May 15, 2007 (“**Grantor**” or “**Bosio**”) to James M. Menezes; Joseph F. Reis, Trustee of the Joseph F. Reis Revocable Trust dated August 22, 2001; Del A. Robasciotti; Margaret G. Robascotti, Trustee of the Margaret G. Robascotti Trust dated August 20, 2013; and SkyRoseRanch, LLC, a California limited liability company (collectively, “**Grantees**”).

WHEREAS, Bosio owns certain real property in Monterey County (“**Bosio’s Property**”) across which a portion of that forty (40)-foot wide road known as Portuguese Canyon Road (the “**Road**”) is located.

WHEREAS, near Bosio’s Property, Grantees own certain real property (“**Grantees’ Properties**”) which Grantees have accessed by utilizing the Road. Grantees’ Properties are more particularly described on **Exhibit “A”** and depicted in **Exhibit “B”**.

WHEREAS, Bosio desires to grant to Grantees a non-exclusive access easement over, through, and upon a portion of Bosio’s Property, as such easement is more particularly described on **Exhibit “C”** and depicted in **Exhibit “D”** (“**Grantees’ Access Easement**”), and more commonly referred to as a portion of the Road.

1. **Grant of Access Easement Across Bosio’s Property.** Bosio hereby grants to Grantees and their successors, for the benefit of the Grantees and their successors, and Grantees’ agents, employees, tenants, and invitees (collectively, the “**Grantees Parties**”), a perpetual, free of charge, non-exclusive easement, right and privilege across Grantees’ Access Easement, for vehicular and/or pedestrian access to and from (and from and to) Grantees’ Properties for the purpose of accessing, maintaining or improving Grantees’ Properties. Bosio reserves the right to make other uses of Bosio’s Property that do not unreasonably interfere with Grantees’ use of Grantees’ Access Easement.

a. **Maintenance.** Bosio shall not be required to consult, nor receive approval from Grantees prior to any maintenance, construction, or repair activities taking place on Bosio’s Property, including any within Grantees’ Access Easement, nor is Bosio responsible for maintaining the portions of the Road that are within the separate boundaries of Grantees’ Property or the portion of the Road that are within the separate boundaries of any other owners. Bosio shall not be responsible for any damage done to the Road by the negligent, purposeful, or intentional act of Grantees or Grantees’ agents or invitees or of any other owners or their agents or invitees.

b. **Damage.** Bosio’s granting of the Grantees’ Access Easement is contingent upon Grantees not knowingly, wantonly, or willingly damage or cause to be damaged any portion of Bosio’s Property.

c. **Hold Harmless.** Bosio's granting of the Grantees' Access Easement is also contingent upon Grantees saving, defending, and holding Bosio and Bosio's assigns harmless from liability for injury or damages resulting from travel to, on, over, and through Bosio's Property as allowed by the terms of the Grantees' Access Easement.

2. **Gate.** This Access Easement does not give Grantees the right to construct any walls, fences, gates or barriers of any sort or nature on Bosio's Property.

3. **Width.** Grantor and Grantees acknowledge that the Access Easement is forty (40) feet wide. This Grant of Access Easement specifically limits the road and all other improvements to their existing location within the Bosio property and Grantees shall have no right to widen the existing road or relocate it onto Grantor's property beyond the location of the existing road improvements.

4. **Dedication.** Nothing contained in this Grantees' Access Easement shall be deemed to be a gift or dedication of any portion of Bosio's Property to the general public for any public purpose whatsoever.

5. **Binding Effect.** The Grantees' Access Easement shall run with the land, and be binding upon, and for the benefit of Bosio, the Grantees, and their successors and assigns.

GRANTOR:

Bosio Family 2007 Revocable Trust Established Under Revocable Trust Agreement dated May 15, 2007

Signature: Justin A Bosio

By: JUSTIN A BOSIO

Title: Trustee

Date: October 27TH, 2016

LIST OF EXHIBITS

- Exhibit A-Legal Descriptions of Grantees' Properties
- Exhibit B-Map Depicting Grantees' Properties
- Exhibit C-Legal Description of Grantees' Access Easement
- Exhibit D-Map Depicting Grantees' Access Easement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 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)

County of Santa Barbara)

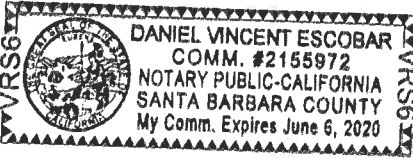
On 10/27/11 before me, Daniel Vincent Escobar Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Justin Bosio
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"
Legal Descriptions Grantees' Properties

EXHIBIT "A"

APNs: 423-141-043 and 423-141-044

SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, NORTHWEST QUARTER AND WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17; EAST HALF OF THE NORTHEAST QUARTER AND EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18; NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19; NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 23 SOUTH, RANGE 13 EAST, M.D.M.

EXCEPTING THEREFROM, AND RESERVING UNTO THE GRANTOR, HEREIN, AN UNDIVIDED $\frac{1}{2}$ INTEREST IN AND TO ALL OIL, GAS AND MINERALS IN AND UNDER THE ABOVE DESCRIBED PROPERTY, AND THE RIGHT TO ENTER THEREON AND TO USE SO MUCH OF THE SURFACE AS MAY BE REASONABLE FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS AND MINERALS THEREON AND THEREUNDER, AS CONTAINED IN THE DEED FROM JAMES LINDER TO L.N. KLECK, ET AL., RECORDED APRIL 23, 1969 IN REEL 603, PAGE 77.

ALSO EXCEPTING THEREFROM, AND RESERVING UNTO L.N. KLECK, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED $\frac{1}{2}$ INTEREST, AND E. E. KLECK AND EDITH A. KLECK, HIS WIFE, AS JOINT TENANTS AS TO AN UNDIVIDED $\frac{1}{2}$ INTEREST, AND GRANTORS HEREIN, AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO ALL OIL, GAS AND MINERALS IN AND UNDER THE ABOVE DESCRIBED PROPERTY, AND THE RIGHT TO ENTER THEREON AND TO USE SO MUCH OF THE SURFACE AS MAY BE REASONABLE FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS AND MINERALS THEREON AND THERE UNDER, AS CONTAINED IN THE DEED FROM L.N. KLECK, ET AL., RECORDED OCTOBER 7, 1969 IN REEL 624, PAGE 257.

NOTE 1: This conveyance is to a revocable trust and, pursuant to Revenue and Taxation Code Section 62(d), does not constitute a change in ownership and does not subject the property to reassessment. This conveyance transfers the Grantors' interest into their revocable living trust which is not pursuant to a sale and is exempt pursuant to Rev. & Tax Code Section 11930.

NOTE 2: Grantor, MARGARET G. AIL ROBASCIOTTI, is the same person as Trustee, MARGARET G. ROBASCIOTTI.

EXHIBIT A

The south one-half of Lot 8 of Section 19 in Township 23 South, Range 13 East, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING also to the United States all the oil and gas in the lands so patented and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat 509). The entry is made under Section 29 of the Act of February 25, 1920 (41 Stat 437) and the act of March 4, 1933 (47 Stat 1570) and the patent is issued subject to the rights of prior permittees or lessors to use so much of the surface of said lands as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations, as reserved in the patent recorded March 5, 1965 in Reel 393 of Official Records, at Page 371. (Affects all property in question except Lot 2)

EXCEPTING THEREFROM any and all mineral rights in connection therewith and covering oil, gas and other hydrocarbon substances, together with the right to ingress and egress, in over and from the surface of said land, in the event of exploration for mineral substances thereunder, as reserved in the deed from American Trust Company, a corporation, Trustee, et al., to Joe F. Camsuzou, et ux, recorded November 10, 1955 in Volume 1659 of Official Records, at Page 187.

APN: 423-151-005

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 423-151-006

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

South half (S 1/2) of Lot 8, and Southwest quarter of Southeast quarter (SW 1/4 of SE 1/4 of Section 18: North half (N 1/2) of Lot 7, the West half of the Northeast quarter (W 1/2 of NE 1/4); the West half of the Southeast quarter (W 1/2 of SE 1/4) and the Northeast quarter of the Southeast quarter (NE 1/4 of the SE 1/4) of Section 19, all in Township 23 South, Range 13 East of Mount Diablo Base and Meridian.

Excepting therefrom one-half interest in the oil, gas and mineral rights, if any, as set forth in the deed from Joseph E. Gustafson and Evalyn C.V. Gustafson, his wife, to John William Harbolt, also known as J.W. Harbolt, a single man, recorded June 23, 1975 in Reel 985 of Official Records of Monterey County at page 885.

Also Excepting therefrom an undivided 1/2 interest in the remaining 1/2 interest of all oil, gas and mineral rights, being a 1/4 interest as reserved in the Grant Deed executed by Joseph E. Gustafson and Evalyn C.V. Gustafson, his wife, recorded April 7, 1977, Reel 1134, Page 879, Official Records.

EXHIBIT A

PARCEL I

Lots 2, 3, 4 and the South one-half of Lot 6 of Fractional Section 19 in Township 23 South, Range 13 East, Mount Diablo Meridian, Monterey County, California.

EXCEPTING from the South one-half of Lot 6 all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and other mineral deposits together with the right to enter upon said land and prospect for, mine and remove the same, as contained in the patent recorded February 24, 1950 in Volume 1196 of Official Records, at page 192.

EXCEPTING from Lots 2, 3 and 4 above described all oil, gas and/or Minerals in said lands together with the right at all times to enter on the above described land and to take all the usual, necessary, or convenient means to bore wells, make excavations and to remove all oil, gas and/or minerals found thereon, as contained in the deed to Ray E. Harden, recorded June 3, 1953 in Volume 1459 of Official Records, at page 212.

PARCEL II

The East one-half of the Southeast one Quarter of Section 24, Township 23, Range 12 East, Mount Diablo Meridian, Monterey County, California.

EXCEPTING THEREFROM that portion thereon conveyed from Ray E. Harden by deed recorded October 5, 1953 in Volume 1482 of Official Records, at page 367, Monterey County, California.

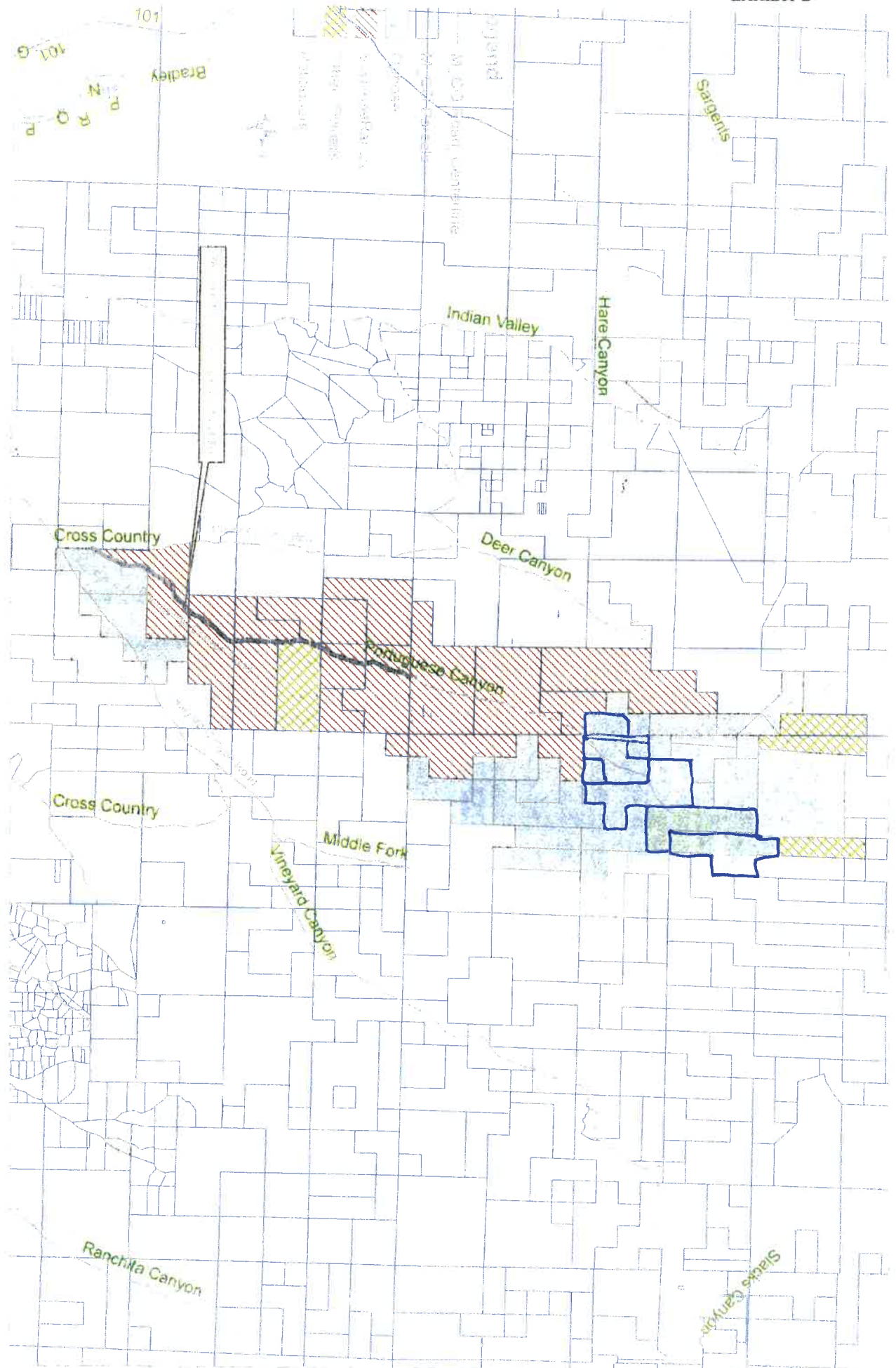
FURTHER EXCEPTING THEREFROM all oil, gas, and/or minerals in said lands together with the right at all times to enter on the above described land and to take all the usual, necessary, or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals found thereon, as contained in the deed to Ray E. Harden, recorded August 26, 1952 in Volume 1401 of Official Records, at page 434.

PARCEL III

Lot 5, the South one-half of Lot 7 and the North one-half of Lot 8 of fractional section 19 in Township 23 South, Range 13 East, Mount Diablo Meridian, Monterey County, California.

APN: 423-134-006
423-151-002
423-151-003
423-151-004

EXHIBIT "B"
Map Depicting Grantees' Properties



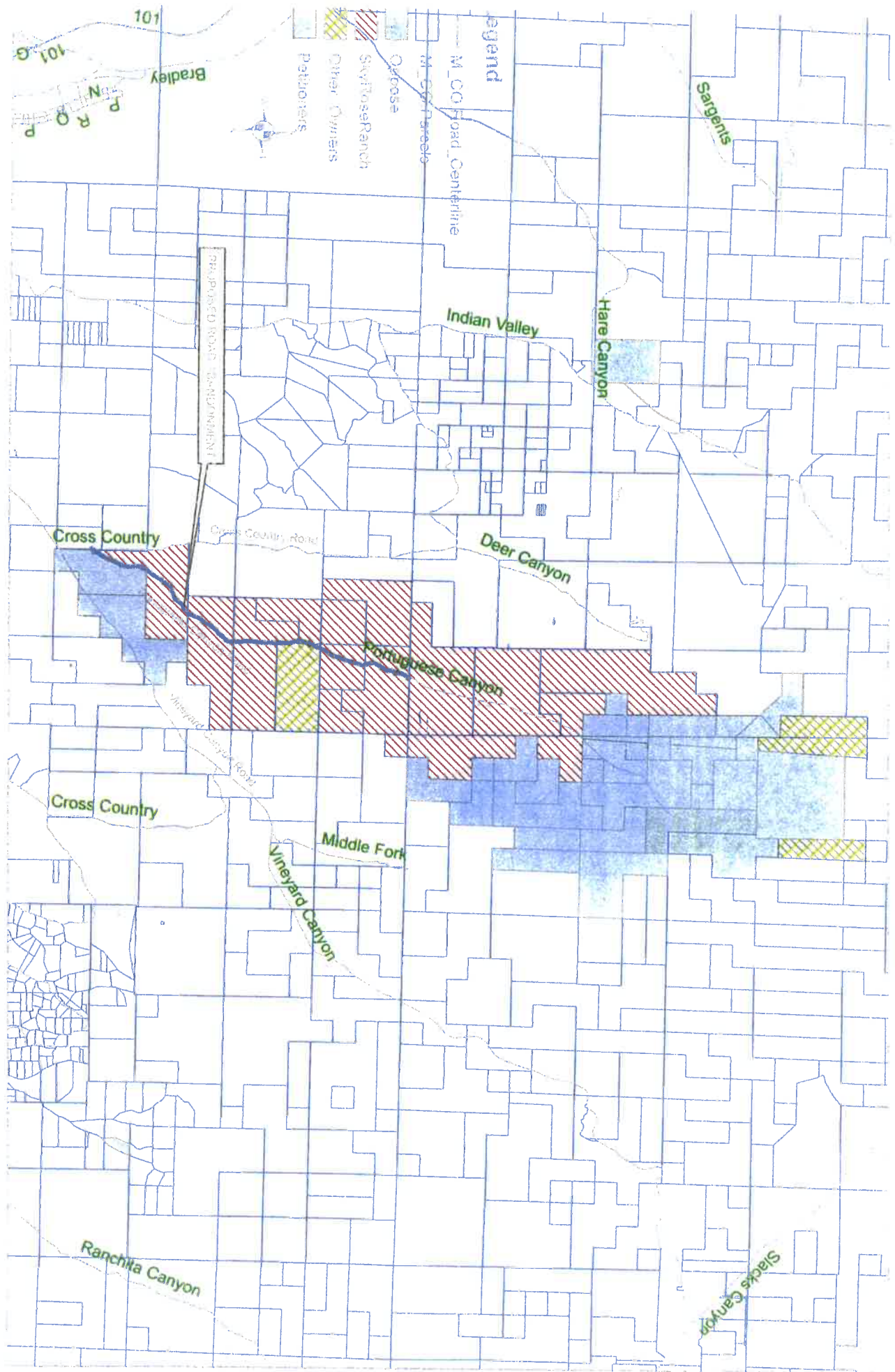
□ = Grantees' Properties

EXHIBIT "C"

Legal Description Grantees' Access Easement

Said property includes 3.95 miles of Portuguese Canyon Road as said roadway traverses northeast from the intersection of Portuguese Canyon Road and Cross Country Road, located in the County of Monterey, State of California.

EXHIBIT "D"
Map Depicting Grantees' Access Easemen



NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

This Non-Exclusive Access Easement Agreement (“**Agreement**”) is executed as of the 27th day of March, 2014, by and between Skyros Ranch, LLC, a (“**Grantor**”) and James M. Henczel (“**Grantee**”). California limited liability company

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access easement over, through, and upon Grantor’s private Property (“**Grantor’s Property**”), more particularly described on **Exhibit “A”** and depicted in **Exhibit “B”**, more commonly referred to as a 3.95 mile portion of Portuguese Canyon Road.

NOW, THEREFORE, for and in consideration of the agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated herein as fully set forth.
2. **Grant of Access Easement.** Grantor hereby grants to Grantee and its successors and assigns, for the benefit of the Grantee, Grantee’s successors and assigns, and Grantee’s agents, employees, tenants, and invitees (collectively, the “**Grantee Parties**”), a perpetual, free of charge, non-exclusive easement, right and privilege to, on, over, and across Grantor’s Property, for vehicular and/or pedestrian access to and from (and from and to) Grantee’s property for the purpose of accessing, maintaining or improving Grantee’s property. Grantee hereby acknowledges that Grantor may make other uses of Grantor’s property that do not reasonably interfere with Grantee’s Access Easement.
3. **Maintenance.** To ensure that Grantee’s access and path of travel are not impaired by man, or acts of God, Grantor hereby agrees to maintain and repair (or cause to be maintained and repaired), at Grantor’s sole cost and expense, Grantor’s property depicted on **Exhibit “B,”** in the same manner as currently maintained by the County of Monterey. Grantor shall not be required to consult, nor receive approval from Grantee prior to any maintenance, construction, or repair activities taking place on Grantor’s property nor is Grantor responsible for maintaining the portions of the Road that are exclusively on or within the separate boundaries of any Grantee or for any damage done to the Road by the purposeful or intentional act of any Grantee or Grantee’s agent or invitee.
4. **Damage.** Grantee shall not knowingly, wantonly, or willingly damage or cause to be damaged any portion Grantor’s property.

5. **Gate.** No walls, fences or barriers of any sort or nature shall be constructed or erected by either party that would prevent or limit reasonable movement by the Grantee or Grantee Parties to and from Grantee's Property. However, Grantor does propose to construct, maintain and keep in good repair, a locked gate at the entrance to the property. Grantor hereby agrees to provide Grantee or Grantee Parties with the combination or code to said gate so as not to interfere with Grantees access and movement along the subject property. This provision shall not prohibit Grantor from installing a gate on portions of his property which are not accessed by Grantee. As such, Grantor is not required to provide a gate code or combination to Grantee or Grantee Parties for said private gates.
6. **Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public for any public purpose whatsoever.
7. **Binding Effect.** The provisions of this Agreement shall run with the land, and be binding upon, and for the benefit of the Parties and their successors and assigns.
8. **Hold Harmless.** By accepting the terms of this Agreement, Grantee hereby acknowledges that Grantee and Grantee Parties will save, defend, and hold harmless Grantor and Grantor's assigns from liability for injury or damages resulting from travel to, on, over, and through Grantor's property as allowed by the terms of this easement.
9. **Miscellaneous.**
 - (a) In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.
 - (b) This Agreement may be changed, modified or amended only by an instrument in writing duly executed and acknowledged by the Parties.
 - (c) The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement nor in any way affect the terms and provisions hereof.
 - (d) This Agreement may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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GRANTOR:

SkyRoseRanch, LLC, A California Limited Liability Company

By: B. WAYNE HUGHES, JR.

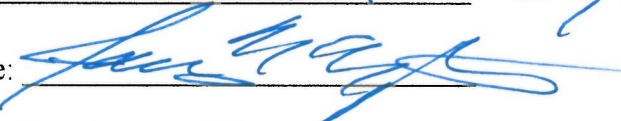
Signature: 

Title: PRESIDENT

Date: 4/22/15

GRANTEE:

By: JAMES M. MENEGES

Signature: 

Title: OWNER

Date: MARCH 27, 2015

CERTIFICATE OF ACKNOWLEDGMENT

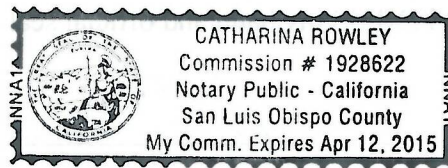
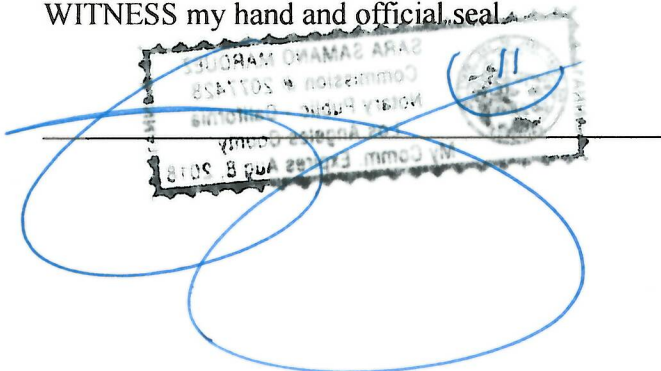
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On 3-27-2015 before me, Catharina Rowley, Notary Public, personally appeared James M. Henezes* 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.



CERTIFICATE OF ACKNOWLEDGMENT

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 MONTEREY)
LOS ANGELES

On 04-22-15 before me, SARA Samano Marquez, Notary Public, personally appeared B. WAYNE HUGHES, JR. 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.

S. Marquez



EXHIBIT "A"

Said property includes 3.95 miles of Portuguese Canyon Road as said roadway traverses northeast from the intersection of Portuguese Canyon Road and Cross Country Road, located in the County of Monterey, State of California.

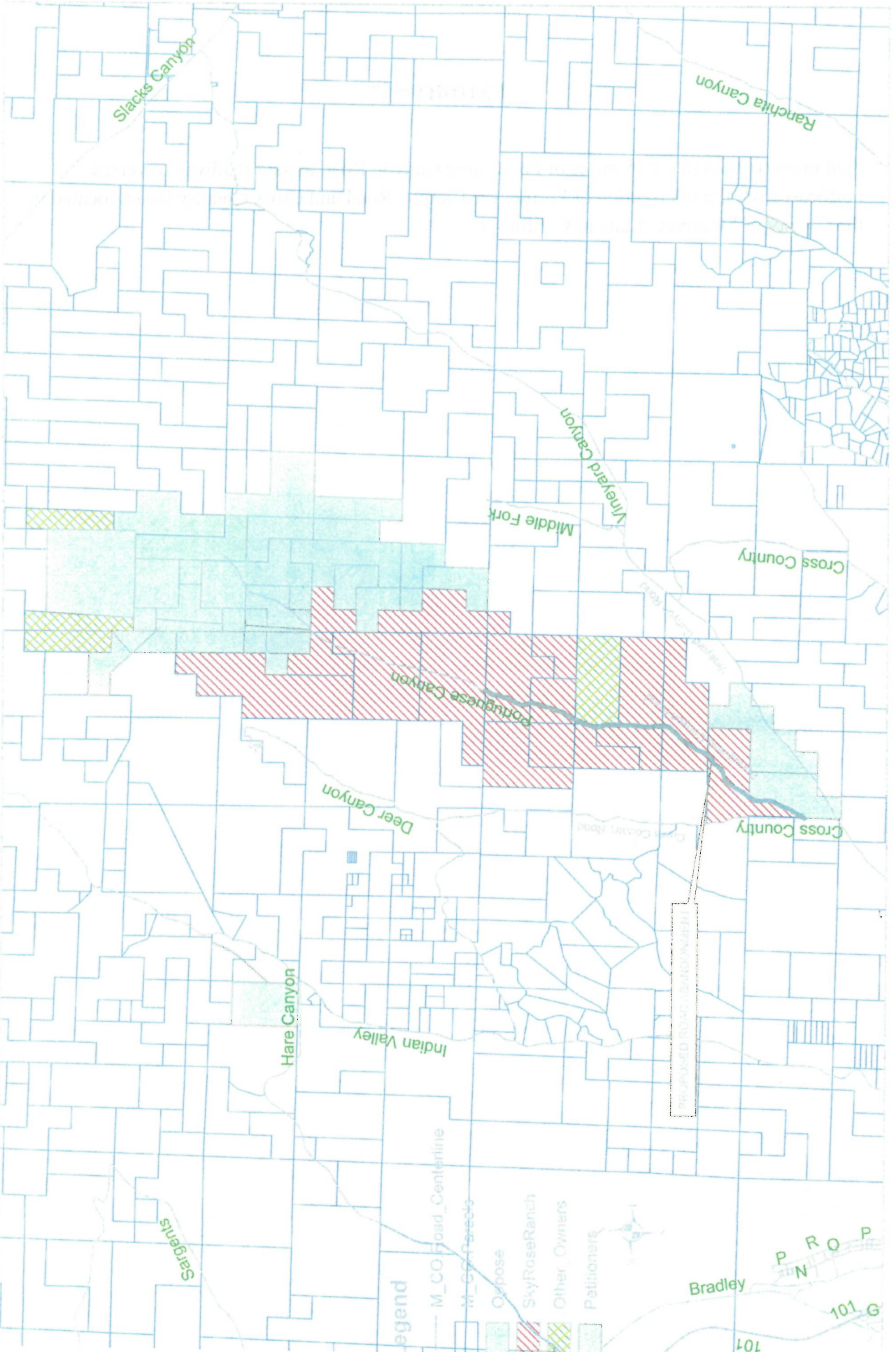


EXHIBIT B

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

1st This Non-Exclusive Access Easement Agreement (“**Agreement**”) is executed as of the day of APRIL, 2014, by and between Skyros Ranch, LLC, a California limited liability company (“**Grantor**”) and Joseph F. Reis (“**Grantee**”).

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access easement over, through, and upon Grantor’s private Property (“**Grantor’s Property**”), more particularly described on **Exhibit “A”** and depicted in **Exhibit “B”**, more commonly referred to as a 3.95 mile portion of Portuguese Canyon Road.

NOW, THEREFORE, for and in consideration of the agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated herein as fully set forth.
2. **Grant of Access Easement.** Grantor hereby grants to Grantee and its successors and assigns, for the benefit of the Grantee, Grantee’s successors and assigns, and Grantee’s agents, employees, tenants, and invitees (collectively, the “**Grantee Parties**”), a perpetual, free of charge, non-exclusive easement, right and privilege to, on, over, and across Grantor’s Property, for vehicular and/or pedestrian access to and from (and from and to) Grantee’s property for the purpose of accessing, maintaining or improving Grantee’s property. Grantee hereby acknowledges that Grantor may make other uses of Grantor’s property that do not reasonably interfere with Grantee’s Access Easement.
3. **Maintenance.** To ensure that Grantee’s access and path of travel are not impaired by man, or acts of God, Grantor hereby agrees to maintain and repair (or cause to be maintained and repaired), at Grantor’s sole cost and expense, Grantor’s property depicted on **Exhibit “B,”** in the same manner as currently maintained by the County of Monterey. Grantor shall not be required to consult, nor receive approval from Grantee prior to any maintenance, construction, or repair activities taking place on Grantor’s property nor is Grantor responsible for maintaining the portions of the Road that are exclusively on or within the separate boundaries of any Grantee or for any damage done to the Road by the purposeful or intentional act of any Grantee or Grantee’s agent or invitee.
4. **Damage.** Grantee shall not knowingly, wantonly, or willingly damage or cause to be damaged any portion Grantor’s property.

5. **Gate.** No walls, fences or barriers of any sort or nature shall be constructed or erected by either party that would prevent or limit reasonable movement by the Grantee or Grantee Parties to and from Grantee's Property. However, Grantor does propose to construct, maintain and keep in good repair, a locked gate at the entrance to the property. Grantor hereby agrees to provide Grantee or Grantee Parties with the combination or code to said gate so as not to interfere with Grantees access and movement along the subject property. This provision shall not prohibit Grantor from installing a gate on portions of his property which are not accessed by Grantee. As such, Grantor is not required to provide a gate code or combination to Grantee or Grantee Parties for said private gates.
6. **Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public for any public purpose whatsoever.
7. **Binding Effect.** The provisions of this Agreement shall run with the land, and be binding upon, and for the benefit of the Parties and their successors and assigns.
8. **Hold Harmless.** By accepting the terms of this Agreement, Grantee hereby acknowledges that Grantee and Grantee Parties will save, defend, and hold harmless Grantor and Grantor's assigns from liability for injury or damages resulting from travel to, on, over, and through Grantor's property as allowed by the terms of this easement.
9. **Miscellaneous.**
 - (a) In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.
 - (b) This Agreement may be changed, modified or amended only by an instrument in writing duly executed and acknowledged by the Parties.
 - (c) The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement nor in any way affect the terms and provisions hereof.
 - (d) This Agreement may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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GRANTOR:

SkyRoseRanch, LLC, A California Limited Liability Company

By: B. WAYNE HUGHES, JR.

Signature: BWJLL

Title: PRESIDENT

Date: 4/22/15

~~X~~ **GRANTEE:**

By: ~~Joseph J. Reis~~

Signature: ~~Joseph J. Reis~~

Title: OWNER

Date: 4-1-15



CERTIFICATE OF ACKNOWLEDGMENT

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 MONTEREY)

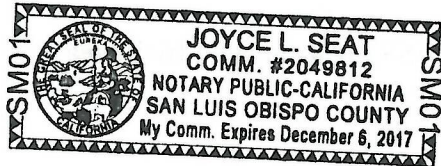
San Luis Obispo

On April 1, 2015 before me, Joyce L. Seat, Notary Public, personally appeared Joseph Reed 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.

Joyce L. Seat



CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
)
COUNTY OF ~~MONTEREY~~)
 LOS ANGELES

On 04-22-15 before me, SARA Samano Marquez, Notary Public, personally appeared B. WAYNE HUGHES, JR. 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.

S. Marquez



EXHIBIT "A"

Said property includes 3.95 miles of Portuguese Canyon Road as said roadway traverses northeast from the intersection of Portuguese Canyon Road and Cross Country Road, located in the County of Monterey, State of California.

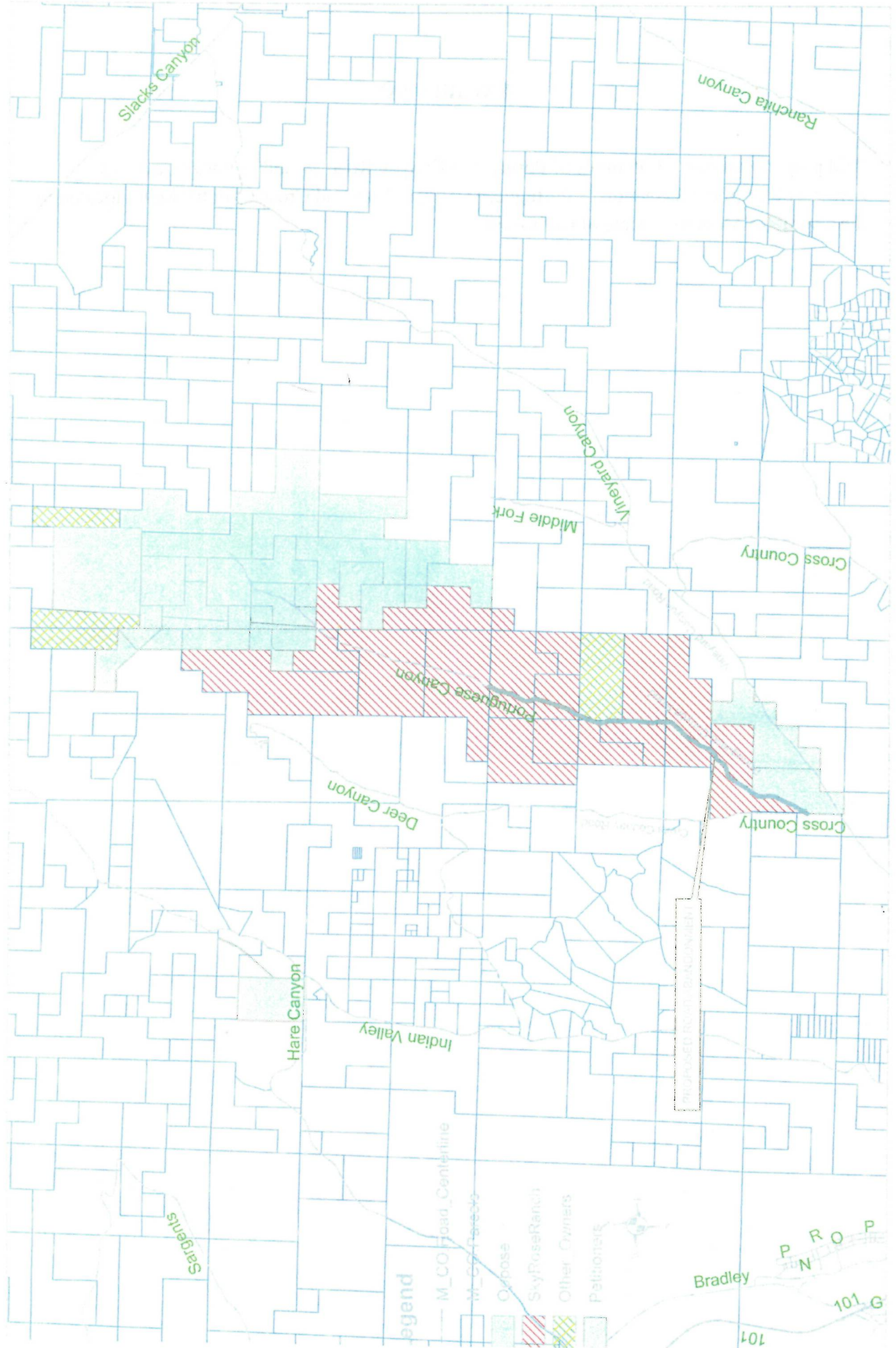


EXHIBIT B

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