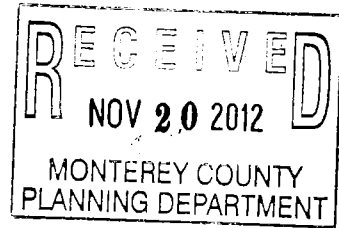


Attachment A
Cornett Investments, LLC
Current Owner's Letter
Request for Release of Liability

Leonard McIntosh
Monterey Design Group, LLC
Cornett Investments, LLC (Current Owner)
PLN000413

EXHIBIT A



November 13, 2012

Mike Novo
Planning Director
Monterey County Planning Department
168 W. Alisal St., 2nd Floor
Salinas, CA 93901

Mary Grace Perry
Deputy County Counsel
Monterey County Counsel Offices
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

RE: Request For Release of Indemnification Agreement

Dear Mr. Novo:

This letter is a joint request by Cornett Investments, LLC and Monterey Peninsula Surgery Center (the "Parties"), as sellers and buyers, respectively, of the property located at 9699 Blue Larkspur Lane, Suite 202 (APN 173-123-006) in the Laguna Seca Office Park (the "Property"). The Parties request that Monterey County release, remove or discharge the Indemnification Agreement recorded on September 20, 2001, against the Property, in the Office of the Monterey County Recorder as Document 2001079620. A copy of the Indemnification Agreement is enclosed with this letter.


The Indemnification Agreement is no longer enforceable because the time period to bring an action against Monterey County for its development project approval (PLN000413) has since lapsed/expired. However, because the Indemnification Agreement remains as an exception to the title policy, the Parties desire a removal of that exception. We understand that the release/discharge will be subject to the approval by the Monterey County Board of Supervisors.

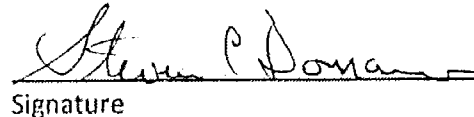
Please proceed with the release/discharge of the Indemnification Agreement as expeditiously as possible. If you have any questions regarding this request, please contact Pamela Silkwood, a legal representative of the buyers, at 831-373-4131.

Respectfully submitted,

Monterey Peninsula Surgery Center

Cornett Investments, LLC


Signature


Signature

David Ogimachi
Print Name

Steven C DORRANCE
Printed Name

Administrator
Title

General Partner of
DORRANCE Ranches, L.P., Member
Title

Recording Requested by and
When Recorded, Mail To:
Monterey County Planning and
Building Inspection Department
Post Office Box 1208
Salinas, CA 93902

Joseph F. Pitta
Monterey County Recorder
Recorded at the request of
County of Monterey

CROLIE
9/28/2001
11:59:59

DOCUMENT: 2001079620

Titles: 1/ Pages: 21



Fees.... 68.00
Taxes...
Other...
AMT PAID \$68.00

Space above for Recorder's Use

File No: PLN000413
Project Title: McIntosh, Leonard
Resolution No: 01036
Applicant Name: Monterey Design Group, LLC
Project Planner: Garrison

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "County" and the Monterey Design Group, LLC, hereinafter called Owner(s),

WITNESSETH:

WHEREAS, Owner(s) is/are the record owner(s) of the real property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the subject property; and

WHEREAS, the subject property is located within the boundaries of the Greater Monterey Peninsula Area Plan of Monterey County; and

WHEREAS, pursuant to the Plan and other applicable regulations of Monterey County and the State of California, Owner(s) applied to Monterey County for a Combined Development Permit for the development of the subject property; and

WHEREAS, the Combined Development Permit No. PLN000413 was granted on June 27, 2001 by the Monterey County Planning Commission pursuant to the Findings contained in Resolution No. 01036 attached hereto as Exhibit "B", and hereby incorporated by reference; and

WHEREAS, Permit No. PLN000413 was subject to certain conditions including but not limited to the following:

The property owner agrees as a condition and in consideration of the approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government code Section 66474.9, 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 to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the county for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in

the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the county harmless. (Planning and Building Inspection Department)

WHEREAS, Owner(s) has/have elected to comply with the aforesaid condition imposed by Permit No. PLN000413 so as to enable Owner(s) to undertake the development authorized by the permit,

NOW, THEREFORE, in consideration of the granting of Permit No. PLN000413 to the Owner(s) by Monterey County, Owner(s), for himself/herself and for his/her heirs, assigns, and successors in interest, covenants and agrees as follows:

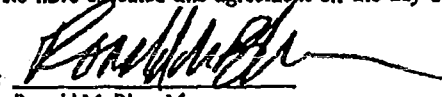
1. **INDEMNIFICATION.** The property owner agrees as a condition and in consideration of the approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government code Section 66474.9, defend, indemnify 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 to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the county for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the county harmless. (Planning and Building Inspection Department)

2. **BINDING EFFECT.** This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

3. **RECORDATION.** Upon execution of this agreement, Owner(s) shall cause recordation thereof with the County Recorder's Office.

4. **NEGOTIATED AGREEMENT.** It is agreed and understood by the parties hereto, 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 hereto have executed this agreement on the day and year set out opposite their respective signatures.

Dated: 20 Aug 2003 Signed: 
Ronald M. Blue, Manager
(Print or Type Name)
Owner(s)

Dated: _____ Signed: _____

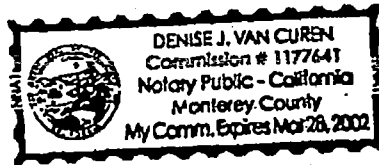
(Print or Type Name)
Owner(s)

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On Aug. 20, 2001 before me, Denise J. Van Curen, Notary Public, personally appeared Ronald M. Blue, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Denise J. Van Curen
(Seal)



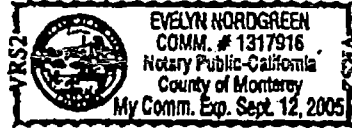
(This page for County use only)

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On Sept. 19, 2001 before me, Evelyn Nordgreen, Notary Public, personally appeared Scott Hennessey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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.

WITNESS my hand and official seal.

Signature Scott Hennessey (Seal)



COUNTY OF MONTEREY

Dated: 9/19/01
Scott Hennessey
Director of Land Use Programs

By Evelyn Nordgreen

APPROVED AS TO FORM:
Adrienne M. Grover, County Counsel

By Adrienne M. Grover 9/17/01
Deputy County Counsel

"ANY EXHIBIT(S) MUST BE NO LARGER OR SMALLER THAN 8 1/2" X 11"

EXHIBIT "A"

The land referred to is situated in the County of Monterey, in the unincorporated area, State of California, and is described as follows:

PARCEL I:

Lot 10 in tract No. 1068, Laguna Seca Office Park as shown on Map filed for record in the Monterey County Recorder's Office on January 22, 1988 in Volume 16 of Maps of "Cities and Towns", at Page 32.

PARCEL II:

A non-exclusive easement for road and utilities over and across that portion of Lot 1 designated "60' Wide Road and Utilities Easement" as shown on the map referred to in Parcel I above.

Assessor's Parcel Number: 173-121-010