

Attachment C

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Recording Requested By And
When Recorded Return to:

County of Monterey
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

Stephen L. Vagnini
Monterey County Recorder
Filed at the request of
First American Title

RANJELIQUE
5/31/2012
11:02:18

DOCUMENT: **2012031831**



Titles: 1/ Pages: 8

Fees....

Taxes....

Other....

AMT PAID

FIRST DEED OF TRUST

This DEED OF TRUST, is made between Monterey County Bank ("Trustor"), First American Title Company ("Trustee"), and the County of Monterey, a political subdivision of the State of California ("Beneficiary").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property situated in the County of Monterey, California, described in Exhibit "1" for the purpose of securing the performance of that certain recorded "Subdivision Improvement Agreement" for the York Highlands Resubdivision executed as of the last date opposite the respective signatures by Monterey County Bank and the County of Monterey, a political subdivision of the State of California. The Subdivision Improvement Agreement is hereby incorporated by reference.

To Protect the Security of this Deed of Trust, Trustors Agree:

1. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part therefore, which appear to be prior or superior hereto.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in

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THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

100.050/DOCUMENTS/First Deed of Trust

EXHIBIT 2

such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys fees.

3. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the marking of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

The foregoing notwithstanding, this Deed of Trust is subject to partial releases and reconveyances of the security hereunder pursuant to the terms and conditions of the Agreement. Upon request by Trustor pursuant to the Agreement, Beneficiary shall join with Trustor, and instruct Trustee to so join, to execute and record any documents necessary to cause the releases and reconveyances required under the Agreement.

5. That upon written request of Beneficiary or Beneficiary's designee stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Agreement and this Deed (unless directed in such request to retain them).

6. That upon default by Trustor in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for

EXHIBIT 2

record, Beneficiary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceedings of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of Monterey County, shall be conclusive proof of estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary herein, the book and page where this Deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall not mean the owners and holder, including pledges, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of

EXHIBIT 2

Accepted by Beneficiary

COUNTY OF MONTEREY

Date: 5/24/12

BY: Dave Potter

Chair of the Monterey County

Board of Supervisors

Dave Potter

ATTEST

Date 5/25/12

BY: Gail T. Borkowski

Gail T. Borkowski, Clerk of the

Board of Supervisor

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

100.0050/DOCUMENTS-First Deed of Trust

EXHIBIT Z

Signature _____

(Seal)

State of California)

County of Monterey) ss.

On MAY 24, 2012, before me, Linda M. Griffin-Wilson, a Notary Public, personally appeared DAVE POTTER, 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 Linda M. Griffin-Wilson



(Seal)

State of California)

County of _____) ss.

On _____, 20____, before me, _____, a 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

APPLICANT SUBMITTAL

EXHIBIT 2

The undersigned Trustors request that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to the following: Charles T. Chritzberg, Jr., President, Monterey County Bank, 601 Munras Avenue, Monterey, CA 93940.

TRUSTOR:

MONTEREY COUNTY BANK

DATE: 5-17-12 By: Charles T. Chritzberg, Jr.
Charles T. Chritzberg, Jr., President

State of California)
County of Monterey) ss.

On MAY 17, 2012 before me, Linda M. Griffin-Wilson, a Notary Public, personally appeared Charles T. Chritzberg, 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.

Signature

Linda M. Griffin-Wilson



EXHIBIT 2

pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

10. This Deed of Trust is not subject to subordination and shall maintain first priority position in accordance with the terms and conditions of the Agreement. Upon request by Trustor, Beneficiary may consider joining with Trustor, and instruct Trustee to so join, to execute and record any document necessary to cause the subordination of this Deed of Trust but in no event lower than second position, and in accordance with the Agreement.

ATTEST

Date: _____

BY: _____

Gail T. Borkowski, Clerk of the GIB
Board of Supervisors

APPROVED AS TO FORM:

Charles J. McKee, County Counsel
County of Monterey

Date: _____

5-22-12

BY: _____

Cynthia L. Hasson
Deputy County Counsel
Cynthia L. Hasson

EXHIBIT 2

EXHIBIT "1"

That certain real property situated in the County of Monterey, State of California, described as Lot 3, Lot 4 and Lot 5 as shown on map filed for record on May 31, 2012, in Volume 24 Cities and Towns, at Page 34, in the Office of the Recorder of the County of Monterey, State of California. Track 1513

END OF DOCUMENT

THIS DOCUMENT WAS NEGOTIATED BY THE PARTIES AND
APPLICANT SUBMITTAL

100.0050/DOCUMENTS-First Deed of Trust

EXHIBIT 2