

Attachment D

RECORDING Requested by and
when recorded, please return to:

County of Monterey
Dept. of Public Works, Facilities & Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
Attn: Michael K. Goetz

No Fee per Govt. Code 6103

No Documentary Transfer Tax
per REV & Tax CODE 11922

Space above this line for Recorder's use

APN: 207-031-008

SUBORDINATION AGREEMENT

(Subordinating Ag Land Trust's Deed of Conservation Easement to County's Permanent Easement Deed and
Electrical and Communication Facilities Easement Deed)

DOCUMENT "A"

NOTICE TO GRANTOR: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTEREST IN REAL PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE REAL PROPERTY INTEREST OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (sometimes referred to as "Agreement" or "DOCUMENT 'A'"), is made by and between the Ag Land Trust, a California nonprofit public benefit corporation, formerly known as the Monterey County Agricultural and Historical Land Conservancy, Inc. ("GRANTOR") and, the COUNTY OF MONTEREY, a political subdivision of the State of California ("GRANTEE" or "COUNTY"). GRANTOR and GRANTEE are collectively referred to as "the Parties".

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR does hereby SUBORDINATE its real property interest in the "DEED OF CONSERVATION EASEMENT" recorded April 27, 2001 as document no 2001032383 in the Official Records of Monterey County, to the interest of the COUNTY OF MONTEREY a political subdivision of the State of California, as acquired under the "PERMANENT EASEMENT DEED" recorded on _____ as Document No. _____ in the Official records of the County of Monterey and under the "ELECTRICAL AND COMMUNICATION FACILITIES EASEMENT DEED" recorded on _____ as Document No. _____ in the Official records of the County of Monterey, as each appears of record on the date of recording of this Subordination Agreement, as the respective interests appear of record, covering the property described in the above referenced instruments and as particularly described in Exhibit A which is attached and incorporated by this reference.

See Exhibit "A" consisting of four pages and made a part hereof.

Hitchcock Road at Davis Road Project
County of Monterey, APN: 207-031-008

TERMS OF SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is entered into as of the last date opposite the respective signatures, by and between Grantor and Grantee.

This Document "A" in the form of a "Subordination Agreement" subordinates the Grantor's real property interest in the "Deed of Conservation Easement" recorded April 27, 2001 as document no 2001032383 in the Official Records of Monterey County to the County of Monterey's real property interest in the "Permanent Easement Deed" and under the "Electrical and Communication Facilities Easement Deed", as the respective interests appear of record, covering the property particularly described in the above instrument(s).

In consideration of which and, the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The Parties have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for said document(s) and shall relieve the Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the Grantee's proposed public improvement.

2. The GRANTEE shall:

(A) Pay the undersigned Grantor the sum of \$6,159.80 for the subordination of Grantor's interest pursuant to this Subordination Agreement/Document "A" when title to the easements granted under the Permanent Easement Deed and Electrical and Communication Facilities Easement Deed vests in Grantee.

3. It is agreed and confirmed by and between the Parties hereto that notwithstanding other provisions in this Agreement, the right of use of that portion of the land burdened by the Deed of Conservation Easement recorded April 27, 2001, as Document No. 2001032383 in the Official Records of the Monterey County Recorder, County of Monterey shall commence on the close of escrow controlling this transaction and the payment of the amount shown in Section 2(A) by GRANTEE to GRANTOR which includes, but is not limited to, full payment for such possession and use from said date.

4. GRANTEE also agrees to indemnify and hold harmless GRANTOR from any and all liability or damages proximately resulting from any operation under this Agreement including but not limited to claims stemming from GRANTEE's project related construction activities.

5. This transaction will be handled through an escrow with Chicago Title Company, 50 Winham Street, Salinas, California 93901. Within five (5) days after this Agreement is executed by GRANTEE and GRANTOR. GRANTOR shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by GRANTOR certifying that GRANTOR is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by GRANTOR as required by the California Revenue and Taxation Code, certifying that


GRANTOR is not subject to tax withholding under applicable California law.

GRANTOR will also deliver to Escrow Holder the Consent to Subordination approved and executed with notary acknowledgment by the State of California, Department of Conservation (as funding agency for the acquisition of the conservation easement), which Escrow Holder will record immediately after Document "A."

THIS SUBORDINATION AGREEMENT IS CONTINGENT UPON THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date opposite the respective signatures.

GRANTOR:

By: 
Marc Del Piero, CEO
Ag Land Trust
f/k/a Monterey County Agricultural and
Historical Land Conservancy, Inc.

GRANTEE:

By: _____
Randell Ishii
PWFP Director

Date: _____

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blich, County Counsel

By: 
Signed by: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 4/24/2025 | 11:37 AM PDT

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the "Subordination Agreement " which subordinates the Grantor's real property interest in the "Deed of Conservation Easement" recorded February 27, 2001 as document no 2001032383 in the Official Records of Monterey County (on file with the Monterey County Recorder and incorporated by this reference) dated _____ from the Ag Land Trust, to the **COUNTY OF MONTEREY**, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors pursuant to authority conferred by Board of Supervisors Resolution No. 75-39, adopted by said Board of Supervisors on February 4, 1975, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Randell Y. Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks
County of Monterey

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 Monterey)

On April 14, 2025 before me, Lina M. S. De Melo ^{Notary Public} personally
(Insert Name of Notary Public and Title)
appeared Marc Del Piero

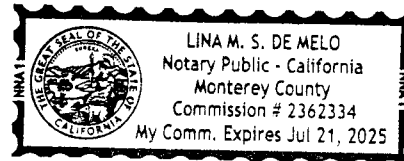
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the 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

Signature of Notary Public



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 Monterey)

On _____ before me, _____ personally
(Insert Name of Notary Public and Title)
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 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 _____
Signature of Notary Public