

109/80 AY
INYO-MONO TITLE COMPANY

Vol 897 Pg 124

1940

Recording requested by and when recorded mail to:

Richard Kizer
State of California
Department of Transportation, District 9
Office of Local Assistance
500 South Main St.
Bishop, CA 93514

RECORDED IN MONO
COUNTY CALIFORNIA

'00 MAR 30 PM 2 36
(Space above for Recorder's use.)

Conformed Copy

NO FEE

**Environmental Enhancement and Mitigation (EEM) Program
Agreement Declaring Restrictive Covenants (ADRC)**

Project Number: EEM-0099(096)

This Agreement Declaring Restrictive Covenants is entered into as of this 6th day of March, 2000, by and between Mono County, hereinafter referred to as "APPLICANT," and the State of California, acting by and through the California Department of Transportation (Caltrans), hereinafter referred to as "STATE."

WHEREAS, APPLICANT will be the owner of the real property to be acquired which is described in Exhibit ADRC-A, attached hereto and incorporated herein by this reference, attached hereto and incorporated herein by reference;

WHEREAS, APPLICANT acquires the real property described in Exhibit ADRC-A, hereinafter referred to as "REAL PROPERTY," for the public purpose of undertaking REAL PROPERTY as an Environmental Enhancement and Mitigation (EEM) project which is directly or indirectly related to the environmental impact of modifying existing transportation facilities or directly or indirectly related to the environmental impact of design, construction, or expansion of new transportation facilities described in Exhibit ADRC-B, hereinafter collectively referred to as "TRANSPORTATION FACILITIES;"

WHEREAS, STATE has allocated funds to APPLICANT for REAL PROPERTY as provided in section 164.56 of the Streets and Highways Code; and

WHEREAS, both APPLICANT and STATE desire and intend to restrict the REAL PROPERTY uses to environmental enhancement and mitigation purposes so that all of REAL PROPERTY and TRANSPORTATION FACILITIES shall be benefited and each successive owner of all or part of said REAL PROPERTY and TRANSPORTATION FACILITIES shall be benefited by the preservation of REAL PROPERTY for environmental enhancement and mitigation purposes.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other as covenantors and covenantees, and expressly for the substantial benefits to be derived therefrom, and to bind, their successors in interest, the said parties agree as follows:

CONFORMED COPY

Management and Maintenance of Property

1. APPLICANT will manage and maintain in the future the REAL PROPERTY acquired, developed, rehabilitated, or restored with funds allocated to APPLICANT pursuant to the EEM Program Applicant-State Agreement No. 09-99-32. With STATE's prior approval, APPLICANT, or its successors in interest, may modify or transfer these management and maintenance responsibilities in the REAL PROPERTY. If the REAL PROPERTY is not managed and maintained consistent with the application, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of the STATE's funding participation in REAL PROPERTY or STATE's pro rata participation in REAL PROPERTY based on its then fair market value, whichever is higher.

2. All REAL PROPERTY acquired with STATE Environmental Enhancement and Mitigation Program funds shall be subject to this Agreement. If REAL PROPERTY is sold, traded, or otherwise put to any use other than as approved in the application for the allocation for STATE funds, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of STATE's funding participation in REAL PROPERTY or the pro rata fair market value of REAL PROPERTY, including improvements, at the time of sale, whichever is higher. The pro rata fair market value shall be based on the fund transfer amount applied toward the purchase of the property and the design and construction of improvements in proportion to the total purchase price of the property and the cost of all improvements made prior to the time of sale.

Term

3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until revoked or amended pursuant to the Amendment and Revocation provisions of this AGREEMENT.

Assignment

4. Without the written consent of STATE, this AGREEMENT is not assignable in whole or in part by APPLICANT.

Amendment and Revocation

5. This AGREEMENT and any amendments to it may be amended in any respect by the execution by STATE and APPLICANT of any instrument amending or revoking this AGREEMENT. The amending or revoking instrument shall make appropriate reference to this AGREEMENT and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the counties in which the property is located.

Enforcement

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Indemnification

7. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, APPLICANT shall fully defend, indemnify and save harmless the State of California, all officers, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Gov. Code #8108) occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under the AGREEMENT. STATE reserves the right to represent itself in any litigation in which STATE's interests are at stake.

Purpose of Agreement

8. This AGREEMENT is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the pursuant to the Environmental Enhancement and Mitigation (EEM) Program Applicant-State Agreement No. 09-99-32, or the application for funds as prepared by APPLICANT.

Severability

9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this AGREEMENT by their duly authorized officers as of the date set forth above and agree to be bound hereby:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPLICANT

By: Nancy Goodlin
(District Right of Way, Local Assistance
Coordinator)

By: Dan Lupta
(Applicant Representative Name)
GRANTS ADMINISTRATOR
(Title)
MONO COUNTY
(Agency)
MAMMOTH LAKES, CA 93546
(City, State, Zip)
(760) 924-5452
(Phone no.)

(Space below for Notary Public jurats or acknowledgments)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

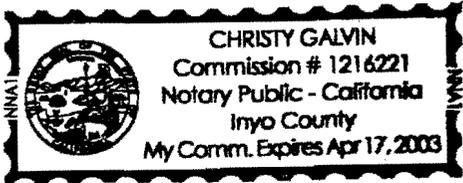
State of California

County of Inyo

On March 23, 2000 before me, Christy Galvin, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Nancy Escallier
NAME(S) OF SIGNER(S)

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.

Christy Galvin
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Restrictive Covenants
TITLE OR TYPE OF DOCUMENT

8 pages
NUMBER OF PAGES

3/16/2000
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

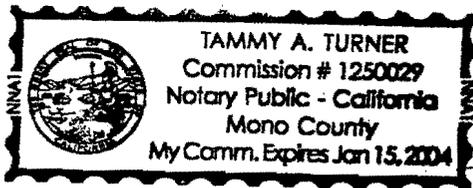
State of California }
County of Mono } ss.

On 3/7/2000 before me, Tammya Turner, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Dan Lyster
Name(s) of Signer(s)

personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Tammya Turner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EM-0099

Document Date: 3/7/2000 Number of Pages: _____

Signer(s) Other Than Named Above: Ø

Capacity(ies) Claimed by Signer

Signer's Name: Dan Lyster

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: County

Signer Is Representing: Mono County

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

EXHIBIT ADRC-A
REAL PROPERTY DESCRIPTION

(For EEM projects involving acquisition of real property, or rights thereto, insert the legal description of the property to be purchased as presented to the CTC prior the project allocation vote)

See attached Preliminary Title Report from Inyo-Mono Title Company.

EXHIBIT ADRC-B

DESCRIPTION OF RELATED TRANSPORTATION FACILITIES

(For EEM projects involving acquisition of real property, or rights thereto, insert the description of the related transportation facility consistent with the project application)

District: 9

Location: Conway Summit / Lee Vining

Route Number: Highway 395

Description of Project: Construction of additional lanes on two sections of Highway 395

Name of Transportation Agency: California Department of Transportation

Date of Construction: Construction completed in 1993

Name of Capital Outlay Program for Project: HB-41 and HB-4



NEW PRELIMINARY RL. JRT

**INYO-MONO TITLE COMPANY
230 WEST LINE STREET
BISHOP, CA 93514
PHONE (760) 872-4741 FAX (760) 873-8938**

**INYO-MONO TITLE COMPANY
400 WEST LINE STREET
BISHOP, CA 93514
ATTN: MARY LOU SIPHERD**

**DATE ISSUED: MARCH 29, 2000
YOUR REF:
OUR FILE NO.: 109180A**

EFFECTIVE DATE OF THIS REPORT FEBRUARY 1, 2000 AT 07:30 AM

**IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,
INYO-MONO TITLE COMPANY**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITIONS OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CLTA STANDARD COVERAGE POLICY - 1990

RICHARD HARRIES, CHIEF TITLE OFFICER

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE AS REQUIRED UNDER SECTION 12404 OF THE STATE OF CALIFORNIA INSURANCE CODE.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 2000-2001, A LIEN NOT YET PAYABLE.
 - A. TAXES, BONDS OR ASSESSMENTS, IF ANY, WILL BE REPORTED LATER.
 - B. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	STATE OF CALIFORNIA
FOR	:	STATE HIGHWAY
RECORDED	:	AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
AFFECTS	:	A STRIP OF LAND 60 FEET WIDE AS DESCRIBED THEREIN
3. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED

FROM	:	MRS. MARY A. CONWAY, R.P. CONWAY, CHRISTIAN MATTLY, MRS. M. FILOSENA, GRACE KIRKWOOD, MALLIS D. MC PHERSON, W.W. CUNNINGHAM.
FOR	:	ESTABLISHMENT OF SAID HIGHWAY
RECORDED	:	AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
4. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	THE SOUTHERN SIERRAS POWER COMPANY
FOR	:	POLE LINE OR OTHER SUPPORTS
RECORDED	:	JULY 6, 1931, IN BOOK 7, PAGE 34, OF OFFICIAL RECORDS
AFFECTS	:	A PORTION OF SECTION 1, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE AT A POINT 33 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, AND RUNNING THENCE NORTH 2°07' EAST A DISTANCE OF 1520 FEET; THENCE NORTH 13°16' WEST A DISTANCE OF 100 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1.
5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	INTERSTATE TELEGRAPH COMPANY
FOR	:	POLE LINES FOR TELEPHONE AND TELEGRAPH
RECORDED	:	OCTOBER 20, 1944, IN BOOK 20, PAGE 207, OF OFFICIAL RECORDS
AFFECTS	:	A PORTION OF SECTION 1, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1, AT A POINT 764.9 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 1 AND

RUNNING THENCE SOUTH 56°51' EAST, A DISTANCE OF 613.7 FEET; THENCE SOUTH 2°34' EAST, A DISTANCE OF 2786.4 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1.

6. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED
- FROM : GLADYS C. MILLNER, A MARRIED WOMAN, WHO ACQUIRED TITLE AS GLADYS C. CROSBY, A WIDOW, AND FRANK S. MILLNER, HER HUSBAND
- RECORDED : MARCH 29, 1961, IN BOOK 50, PAGE 224, OF OFFICIAL RECORDS
7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
- IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
- FOR : UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
- RECORDED : FEBRUARY 8, 1982, IN BOOK 347, PAGE 295, OF OFFICIAL RECORDS
- AFFECTS : THE SOUTHERLY 10 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST, M.D.B. &M., LYING EASTERLY OF THE EASTERLY LINE OF U.S. HIGHWAY 395 AS THE SAME IS NOW EXISTING

EXCEPTING THEREFROM THE EASTERLY 63.42 FEET THEREOF

ALSO, THE WESTERLY 10 FEET OF THE SOUTHERLY 1128.24 FEET OF SAID PROPERTY

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
- IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
- FOR : UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
- RECORDED : APRIL 13, 1982, IN BOOK 352, PAGE 366, OF OFFICIAL RECORDS
- AFFECTS : DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 10 FEET IN WIDTH, LYING WITHIN THE EAST 65.6 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN AND WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID 10-FOOT WIDE STRIP OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID EAST 65.6 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, AT A POINT 5 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88°40'31" EAST, 65.6 FEET; THENCE NORTH 89°21'10" EAST, 2405.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1170 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'06", AN ARC DISTANCE OF 238.61 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 6.

9. AN UNRECORDED LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED
- DATED : APRIL 30, 1997
- LESSOR : CONWAY RANCH PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP AND ARNOLD S. BECKMAN
- LESSEE : MICHEL AND MARIE ANSOLABEHERE
- DISCLOSED BY : MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT
- RECORDED : JANUARY 20, 1998, AS INSTRUMENT NO. 0320, OF OFFICIAL RECORDS
- AFFECTS : THIS AND OTHER PROPERTY