## CHICAGO TITLE INSURANCE COMPANY

Stephen L. Vagnini Monterey County Recorder Recorded at the request of

CRMARIA 8/28/2008 13:54:49

**Chicago Title** 

CITY OF SEASIDE
OFFICIAL BUSINESS

Recording requested by and when recorded mail to:

George R. Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, NW Suite 1000 Washington, DC 20036



Titles: 1/ Pages: 9
Fees. ....
Taxes ....
Other ....
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# SHORT FORM NOTICE OF AGREEMENT

THIS SHORT FORM NOTICE is entered into this 9th day of May 2008 ("Effective Date"), by and among the FORT ORD REUSE AUTHORITY ("FORA"), the CITY OF SEASIDE ("City"), and the CENTRAL CALIFORNIA COUNCIL OF AMERICAN YOUTH HOSTELS ("AYH"). FORA, the City, and AYH are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

#### RECITALS:

#### WHEREAS:

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1. The Parties have entered into that certain Agreement By and Among the Fort Ord Reuse Authority, the City of Seaside, and American Youth Hostels Concerning Certain Property at the Former Fort Ord, California, dated \_\_\_\_May 9\_\_\_\_\_\_\_, 2008 ("AYH Agreement"), setting forth the terms and conditions of the agreement between the Parties;

- 2. FORA received certain property commonly known as the "Youth Hostel Parcel" on the former Fort Ord, California, as more particularly described in Exhibit A attached hereto, from the United States of America, Acting by and through the Secretary of the Army;
  - 3. FORA will convey the Youth Hostel Parcel to the City;
- 4. The City will enter into a long-term lease with AYH for the Youth Hostel Parcel; and

4835-0307-5329 3

5. The Parties agree to this Short Form Notice which is to be recorded in order that third parties may have notice of the existence of the AYH Agreement and the rights of the Parties under the AYH Agreement.
AGREEMENTS:
NOW THEREFORE in consideration of the foregoing promises and the respective

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, the execution and delivery of the AYH Agreement by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state and agree as follows:

1. The Parties have executed and delivered the AYH Agreement. Copies of the AYH Agreement are being held by all Parties at their respective addresses.

2. All of the terms, conditions, provisions and covenants of the AYH Agreement are incorporated in this Short Form Notice by reference as though written out at length herein, and the AYH Agreement and this Short Form Notice shall be deemed to constitute a single instrument or document. The rights and obligations of the Parties shall be construed solely by reference to the provisions of the AYH Agreement and in the event of any conflict between the provisions of the AYH Agreement and those of this Short Form Notice, the provisions of the AYH Agreement shall control.

3. This Short Form Notice shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns.

**[SIGNATURE PAGES FOLLOW]** 

1	IN WITNESS WHEREOF, the Fort Ord Reuse Authority, intending to be legally bound
2	hereby, caused its duly appointed representative to execute this Short Form Notice as of the Effective Date set forth above.
5 6 7 8 9 10 11 12 13	Michael A. Houlemard, Jr. Executive Officer
14	
15	State of California )
16	County of Monterey )
17 18 19 20 21	On 700 de before me, before me, Notary Public (here insert name and title of the officer), personally appeared
22	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
23	subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
<ul><li>24</li><li>25</li></ul>	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.
26	person(s), of the entity upon behan of which the person(s) acted, executed the historicity.
27	I certify under PENALTY OF PERJURY under the laws of the State of California that the
28	foregoing paragraph is true and correct.
29	
30	WITNESS my hand and official seal. Signature (Seal)  KIMBERLY VERANIA Commission # 1582322 Notary Public - California Monterey County My Comm. Expires Jun 24, 2009

1 2 3 4	IN WITNESS WHEREOF, the City of Seaside, California, intending to be legally bound hereby, caused its duly appointed representative to execute this Short Form Notice as of the Effective Date set forth above.
5 6 7 8	CITY OF SEASIDE
6	- Gy Con
10	Ray Corpuz ( )
I I 12	City Manager
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14	
15	State of California )
16	County of Monterey )
17	
18	On MAY 8, 2008 before me,
19	JOYCE E. NEWSOME, Notary Public (here insert name and title of the officer),
20	personally appeared
21	LAY CORPUZ, SEASIDE CITY MANAGER
22 23	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
24	his her/their authorized capacity (ies), and that by his her/their signature (s) on the instrument the
25	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
26	
27	I certify under PENALTY OF PERJURY under the laws of the State of California that the
28	foregoing paragraph is true and correct.
29	WIRE ITS CO. I. I. I. W. I. I. A. C. I.
30	WITNESS my hand and official seal. Signature (Seal)
	JOYCE E. NEWSOME Commission # 1 496485 Notary Public - Callfornia Monterey County My Comm. Expires Jul 23, 2008
	•

1 2 3 4	IN WITNESS WHEREOF, the Central California Council of American Youth Hostels, intending to be legally bound hereby, caused its duly appointed representative to execute this Short Form Notice as of the Effective Date set forth above.
5 6 7	CENTRAL CALIFORNIA COUNCIL OF AMERICAN YOUTH HOSTELS
8 9	TEDEN KOMINE
10	Peter Kambas
11	President
12	
13	
14	
15	State of California )
16	County of Monterey )
17	24 5 6
8	On MAY OPth, 2008 before me,
19 =	TIMOTHY ONEN MORRIS, Notary Public (here insert name and title of the officer),
20	personally appeared
21	PETER KAMBAS
22	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/as<
23	subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ips), and that by his/her/their signature(g) on the instrument the
24 25	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
25 26	person(*), or the entity upon behan or which the person(*) acted, executed the histraliient.
20 27	I certify under PENALTY OF PERJURY under the laws of the State of California that the
28	foregoing paragraph is true and correct.
29	soregoing paragraphs as a marconess.
30	WITNESS my hand and official seal. Signature (Seal)
31	
	Moms
	Commission # 1747124
	KY STEE Notary Public - California !

# EXHIBIT A DESCRIPTION OF YOUTH HOSTEL PARCEL

### AMERICAN YOUTH HOSTELS

#### UNITED STATES OF AMERICA, to:

Certain real property situate in Monterey City Lands Tract Number 1, the City of Seaside, Monterey County, California, and being more particularly described as follows:

Beginning at a point from which a 3/4" diameter iron pipe tagged RCE 15310 at the southeast corner of Parcel 1, as shown on map filed in Volume 20 of Surveys at page 71, records of said county, bears N 2°14'00" E, 60.00 feet and N 87°46'00" W, 251.27 feet; thence from said point of beginning

- 1. \$ 87°46'00" E, 227.77 feet; thence
- 2. Along a tangent curve to the right with a radius of 30.00 feet, through a central angle of 89°58'00", for an arc distance of 47.11 feet; thence
- 3. S 2°12'00" W, 757.22 feet; thence
- 4. N 87°48'00" W, 257.75 feet; thence
- 5. N 2°12'00" E, 787.35 feet to the point of beginning.

Containing an area of 4.654 acres of land, more or less.

SUBJECT TO, HOWEVER, an easement for access and egress, 15 feet wide lying along, contiguous to and easterly of the following described line which commences at said point of beginning and runs thence S 2°12'00" W, 705.00 feet.

Courses all true.

This description was prepared by me or under my direction.

Daryl P.

Whitcher

P.L.S. 5992

CJD/cd 07/14/98

/cjd/ayh-ld.wpd

Exp. 12/31/00 LS. No. 5992

WHITCHER

AYH.ld



