

Exempt from recording fees as per Gov't. Code Sec. 27383 and 6103

Recording Requested By And When Recorded Mail To:

Newcastle Fire Protection District
P. O. Box 262
Newcastle, CA 95658
Attention: _____

Above Space for Recorder's Use Only

AMENDMENT TO GRANT DEED

This Amendment to Grant Deed ("Amendment") is effective as of _____, 2019, by and between **A. Jerald Saladana**, an individual ("Grantor"), and **Newcastle Fire Protection District**, a fire protection district duly organized and existing under the laws of the State of California ("Grantee"), with reference to the following facts:

BACKGROUND

A. On October 15, 2014, Grantor granted to Grantee certain real property by Grant Deed recorded October 21, 2014 as Doc. No. 2014-0074022-00, in the Official records of Placer County ("Grant Deed"), a portion of which was granted back by Grant Deed dated October 16, 2015, recorded on November 6, 2015, as Doc. No. 2015-0096368-00 ("Reconveyance Deed"), resulting in the corrected legal description for the Grant Deed attached hereto and incorporated herein as **Exhibit A**.

B. Pursuant to the terms of the Grant Deed, the grant was made "on the condition subsequent that, if construction of a fire station on the Property has not commenced within five years following recordation of this Grant Deed, then Grantor or his successor or assigns, shall have the power, at his option, to terminate all right, title and interest in the Property..."

C. The parties acknowledge that Grantee will not be able to commence construction by the five-year deadline, and therefore, Grantor and Grantee desire to amend the Grant Deed to extend Grantee's deadline for commencement of construction from five (5) years to seven (7) years.

NOW THEREFORE, in consideration of the above Background, all of which are expressly incorporated into this Amendment, and the mutual promises and covenants contained in this Amendment, the parties agree as follows:

AGREEMENT

1. Extension for Construction Commencement. The five (5) year deadline contained in the Grant Deed for Grantee to commence construction is hereby extended from five (5) years to seven (7) years.

2. No Other Amendments. Grantor and Grantee agree that there are no other amendments to the Grant Deed other than those amendments contained in this Amendment and that all other terms and conditions of the Grant Deed remain unchanged and are in full force and effect.

3. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement after each party has executed such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first above written.

	<p>GRANTOR:</p> <p>By: _____ A. Jerald Saladana, an individual</p>
	<p>GRANTEE:</p> <p>Newcastle Fire Protection District, a fire protection district duly organized and existing under and pursuant to the Constitution and laws of the State of California</p> <p>By: _____ Name: _____ Title: _____</p>

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

All that real property situated in unincorporated Placer County, State of California and described as follows:

LEGAL DESCRIPTION

ALL THOSE PORTIONS OF LOTS 1 THROUGH 4 IN BLOCK A, LOTS 1 THROUGH 8 IN BLOCK B, AND THAT PORTION OF MAIN STREET LYING BETWEEN SAID BLOCKS "A" AND "B" AND EAST OF OLIVE STREET, AS SAID LOTS, BLOCKS AND STREETS ARE SHOWN AND DESIGNATED ON THE MAP ENTITLED "RICE TRACT" FILED FOR RECORD JULY 21, 1894 IN BOOK A OF MAPS AT PAGE 35, PLACER COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT WHERE THE EASTERLY LINE OF OLD HIGHWAY 40, AS CONVEYED TO THE COUNTY OF PLACER IN THE DEED RECORDED JUNE 7, 1916 IN BOOK 160 OF DEEDS AT PAGE 149, INTERSECTS THE SOUTHERLY LINE OF THE 400 FOOT RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY, FORMERLY CENTRAL PACIFIC RAILROAD COMPANY, AS DESCRIBED IN THE CONGRESSIONAL GRANT DATED JULY 1, 1862 IN BOOK 12 OF STATUTES, PAGE 489; THENCE EASTERLY ALONG SAID UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY, ALONG THE ARC OF A 1,632.47 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, HAVING A RADIAL BEARING OF SOUTH 08°42'24" WEST, THROUGH A CENTRAL ANGLE OF 5°16'45", AN ARC DISTANCE OF 150.41 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY, ALONG THE EASTERLY BOUNDARY OF SAID RICE TRACT, SOUTH 06°33'26" WEST, 63.30 FEET; THENCE SOUTH 09°50'57" WEST, 135.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 80, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED AUGUST 28, 1958 IN BOOK 769, PAGE 637 OF OFFICIAL RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 20°33'53" WEST, 119.41 FEET; THENCE NORTH 69°26'07" WEST, 61.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 40 AND THE BEGINNING OF A 295 FOOT NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF SOUTH 72°52'14" EAST; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 08°44'05", AN ARC DISTANCE OF 44.97 FEET; THENCE NORTH 08°24'00" EAST, 0.70 FEET TO THE BEGINNING OF A 720.00 FOOT TANGENT CURVE, CONCAVE TO THE WEST; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°50'08", AND ARC DISTANCE OF 148.73 FEET; THENCE NORTH 03°26'00" WEST, 0.70 FEET TO THE BEGINNING OF A 220.00 FOOT TANGENT CURVE, CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°13'49", AN ARC DISTANCE OF 116.08 FEET TO THE POINT OF BEGINNING.

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.

ACKNOWLEDGEMENT

State of California)
County of _____)

On _____, before me, _____, 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.

Notary Public

(Notary Seal)

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.

ACKNOWLEDGEMENT

State of California)
County of _____)

On _____, before me, _____, 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.

Notary Public

(Notary Seal)

COUNTY OF PLACER
Temporary Borrowing of Treasury Funds for Dry Period Financing
Application

(Pursuant to Resolution #96-22, Adopted Feb. 6, 1996)

Instructions:

1. Complete the following Sections in the spaces provided.
2. Sign the Declarations Section.
3. Attach copy of applicable FY proposed budget for Estimated Revenues.
4. Submit Application to the County Treasurer at least 30 days in advance of the need for funds.

APPLICANT INFORMATION

Department/District Name NEWCASTLE FIRE PROTECTION DISTRICT
Fund/SubFund Numbers & Name CO520 CC87000, FD32811
Contact Name Gillian Lofrano
Contact Title District Manager
Phone Number 530-878-0405
Mailing Address PO Box 350 Meadow Vista CA 95722

BORROWING INFORMATION

Dry period financing is not available prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

Fiscal Year	<u>2019-2020</u>		
Estimated Maximum Amount	<u>400,000.00</u>		
Amount Required (Est.)	Date Required (Est.)	Date of Repayment (Est.)	
<u>100,000.00</u>	<u>November 1, 2019</u>	<u>December 15, 2019</u>	
<u>100,000.00</u>	<u>December 1, 2019</u>	<u>December 15, 2019</u>	
<u>100,000.00</u>	<u>February 1, 2020</u>	<u>April 10, 2020</u>	
<u>100,000.00</u>	<u>March 1, 2020</u>	<u>April 10, 2020</u>	

DECLARATIONS

The undersigned hereby declares that he/she is an authorized representative of the above listed fund(s), that he/she has reviewed the Placer County Treasurer's Dry Period Financing (Borrowing) Policy, Resolution No. 96-22, and will comply with all requirements contained therein.

Applicant Signature _____

FOR TREASURER USE ONLY

Maximum Borrowing Limit (85% of anticipated revenue/taxes) \$ _____