

Exhibit C

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENTS TO:

Town of Mammoth Lakes  
Post Office Box 1608  
Mammoth Lakes, CA 93546

Exempt from Recording Fees – Gov't Code §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Documentary Transfer Tax Pursuant to Section 11922 of the California Revenue and Taxation Code.

Property Address: 100 College Parkway  
Mammoth Lakes, CA 93546

APN: 035-010-049-000

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mammoth Lakes Foundation, a California nonprofit corporation ("**Grantor**"), hereby grants to the Town of Mammoth Lakes, a California municipal corporation ("**Grantee**"), the following described real property in the Town of Mammoth Lakes, County of Mono, and State of California (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The grant is subject to the Restrictive Covenant attached hereto as EXHIBIT "B" and made a part hereof.

*[Signature appears on the following page.]*

**GRANT DEED**  
(continued)

Dated: \_\_\_\_\_, 2024

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date set forth below.

"GRANTOR"  
MAMMOTH LAKES FOUNDATION,  
a California nonprofit corporation

By: \_\_\_\_\_

Luan Mendel,  
Chairperson of the Board of Directors

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                    }  
County of \_\_\_\_\_            }

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, Notary Public (here insert name and title of the officer), personally appeared Jonathan Cornelius, 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

CERTIFICATE OF ACCEPTANCE OF BUYER

(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by Grant Deed dated \_\_\_\_\_ 2024 from Mammoth Lakes Foundation, a California nonprofit corporation, to the Town of Mammoth Lakes, a California municipal corporation, is hereby accepted by the undersigned authorized officer on behalf of the Town of Mammoth Lakes pursuant to the authority provided by resolution of the Mammoth Lakes Town Council adopted on October 18, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Rob Patterson, Town Manager

**EXHIBIT "A"**

The Property is situated in the Town of Mammoth Lakes, County of Mono, and State of California and is described as follows:

Exhibit C

**EXHIBIT "B"**

The conveyance of the Property is made subject to the following Restrictive Covenant:

**A. WHEREAS**, Grantee has the authority, pursuant to Title 7 of the California Government Code, to determine the permissible uses of the Property.

**B. WHEREAS**, Grantor and Grantee have agreed upon the purchase price and other consideration for the Property based upon the zoning and permitted uses of the Property as of the date of Grantor's execution of this Grant Deed, rather than with respect to any hypothetical zoning or permitted uses that could increase the value of the Property.

**NOW, THEREFORE**, in consideration of the promises and covenants in this Grant Deed, and for other good and valuable consideration, the receipt and sufficiency of which Grantor and Grantee acknowledge, Grantor declares as follows:

**1. LIMITATION ON THE REZONING OF THE PROPERTY.** Grantee shall be prohibited from rezoning the Property unless Grantee concurrently and identically or similarly rezones Grantor's neighboring property located at 10 Wagon Wheel Drive and bearing Mono County APN 035-010-052-000 (the MLF Property"). The terms of this Restrictive Covenant shall not apply, however, if at any time, Grantor notifies Town in writing that it does not wish to rezone any or all of the MLF Property.

**2. COVENANT TO RUN WITH THE LAND.** Grantor declares its express intent that the terms of this Restrictive Covenant shall run with the Property and shall bind all successors and assigns. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants, conditions, and restrictions, regardless of whether such covenants, conditions or restrictions are set forth in such contract, deed or instrument. All of the provisions of this Restrictive Covenant shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1468 of the California Civil Code. Each covenant of these Deed Restrictions to do, or refrain from doing, some act on the Property hereunder: (a) is a burden on and is for the benefit of the Property; (b) runs with the Property; (c) is binding on Grantee and each successive owner of the Property during its or their ownership thereof; and (d) shall be a benefit to and burden on each of Grantor and Grantee and each successive owner of the Property, and each other person or entity succeeding in or to an interest in or to the Property.

**3. TERM; AMENDMENT.** This Restrictive Covenant shall be effective upon the recordation of this Grant Deed in the Official Records of Mono County, and shall run with the Property for the maximum period permitted under the laws of the State of California, unless sooner terminated or amended pursuant to the terms of any subsequent written instrument executed by Grantor and Grantee which is recorded in the chain of title to the Property in the Official Records of Mono County, California.