



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

- a. Approved Administrative and Emergency Access Easement for Zone 1, Marks Ranch, w/the Big Sur Land Trust (BSLT);
- b. Approved Pedestrian Access Easement for Zone 1, Marks Ranch, w/ the Big Sur Land Trust; and
- c. Authorized the Chair of the Board to execute the Easements.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT:None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 12, 2012.

Dated: June 18, 2012
File Number: 12-294

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

RECORDING REQUESTED BY:

First American Title

WHEN RECORDED RETURN TO:

County of Monterey
Parks Department Administration
855 East Laurel Drive
Salinas, California 93905

EXEMPT FROM RECORDING FEES UNDER GOV' T CODE SECS. 6103 AND 27383; RECORDING FOR BENEFIT OF POLITICAL SUBDIVISION OF THE STATE.

**ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS EASEMENT DEED
AND AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("Grantor"), owner of the property described in **Exhibit A** ("Grantor's Property"), hereby GRANTS to THE COUNTY OF MONTEREY, a political subdivision of the State of California ("Grantee"), owner of the property described in **Exhibit B** ("Grantee's Property"), a nonexclusive easement for right of way ("Easement") over and upon the existing approximately 12 foot wide main roadway running from the Monterey-Salinas Highway to the Grantee's Property ("Roadway") as shown on the map and as approximately described by the GPS POINTS in **Exhibit C** across the Grantor's Property, which Easement shall be appurtenant to the Grantee's Property.

Permitted uses of the Easement shall be limited to administrative and emergency purposes only and shall not include public access, except that Grantee may use the Easement to provide limited vehicular access for persons with disability or mobility issues provided persons are accompanied by Grantee personnel.

Unless the parties have otherwise agreed in a separate Road Maintenance Agreement, the cost of maintaining the Roadway shall be shared by the parties in proportion to their respective use of the Roadway; provided, if any party is responsible

for causing damage to the Roadway, that party shall be solely responsible for the cost of its repair.

Upon Grantor's prior written approval, which approval shall not be unreasonably withheld, either party may cause improvements to be made to the Roadway; provided, unless all parties otherwise agree in writing, the party causing the improvements, including without limitation improvements which may be a condition of said party's development permit, shall be solely responsible for all costs of completing the improvements in compliance with applicable laws and regulations and shall be responsible for any increased costs of maintenance or repair resulting from the improvements or the manner in which they were constructed or installed.

In the event the Roadway is washed out or substantially damaged by erosion or other causes and to the extent it is not reasonably feasible to rebuild the Roadway in its prior location, or if relocation is reasonably required as a result of or in order to comply with governmental requirements relating to the use, maintenance or repair of the Roadway, Grantor and Grantee agree to share the cost of relocating the Roadway to an area within close proximity of the original location.

Grantor may relocate the Roadway provided that such relocation does not unreasonably interfere with Grantee's use or enjoyment of the easement (except on a temporary basis as reasonably necessary during relocation construction) or unreasonably reduce the functionality or utility of the Roadway and further provided, unless all parties otherwise agree in writing, Grantor shall be solely responsible for all costs of completing the relocation in compliance with applicable laws and regulations; in such case the parties agree to amend the Easement, as necessary.

Grantor may install mechanisms, such as cattle guards or gates, along the Easement to control access to the Grantor's Property; provided, if the gates are locked, Grantee shall be given the combination, key, access code or controllers to permit Grantee's entry. Grantee agrees to maintain all gates closed or locked if found by Grantee in a closed or locked condition.

Grantee shall be responsible for any damage to Grantor's property caused by Grantee's use of the Easement. Grantee shall indemnify and defend Grantor, Grantor's Personnel, and the directors, officers, employees, and agents of Grantor and Grantor's Personnel (in each case, an "Indemnified Party") against (with counsel reasonably acceptable to the Indemnified Party in each case), and shall hold such Indemnified

Parties harmless of and from, any and all claims, losses, expenses, liabilities, and other damages of any kind or nature whatsoever resulting from, or related in any way to: (a) any breach of this Agreement by Grantee, Grantee's Agents, officer's or employees; or (b) any injury to or death of persons, or any damage to or destruction of property, which arises to any extent out of, or is in any way connected with: (i) any use of the Easement (whether permitted or otherwise) by Grantee under this Agreement; or (ii) the exercise or failure to carry out of any of the rights or obligations of Grantee under this Agreement; in each case except to the extent caused by the sole gross negligence or willful misconduct of the Indemnified Party.

Said Easement shall inure to the benefit and burden of the parties, and their respective successors and assigns to the Grantor's Property and the Grantee's Property. In the event of a dispute regarding the proper interpretation or enforcement of this Easement Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and court costs. Grantor reserves for itself, and its tenants, guests, invitees, contractors, agents, employees, and its successors and assigns, the right to use the Easement in any manner provided such use does not unreasonably interfere with the rights granted herein.

This Easement Deed and Agreement shall be recorded in the Office of the Recorder for the County of Monterey, California, and may be amended only by a written agreement signed by the parties and recorded in the Office of the Recorder for the County of Monterey, California.

IN WITNESS WHEREOF, the parties have executed this Easement Deed and Agreement as of the respective dates set forth below.

County: The County of Monterey, a Political subdivision of the State Of California

By: Dave Potter
(signature)

Print Name: DAVE POTTER
Title: Chair, Board of Supervisors

BSLT: THE BIG SUR LAND TRUST, a California nonprofit public benefit corporation


By: William H. Leady II
(signature)

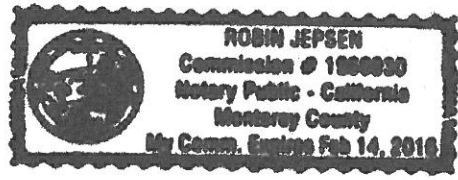
Print Name: William H. Leady II
Title: Executive Director
May 10, 2012

STATE OF CALIFORNIA }
COUNTY OF MONTEREY }

On MAY 10, 2012 before me, ROBIN JEPSEN, Notary Public, personally appeared WILLIAM H. LEAHY II, 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.

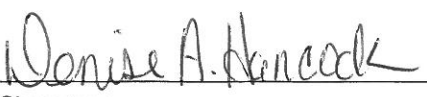
WITNESS my hand and official seal.
 (Seal)
Signature



STATE OF CALIFORNIA }
COUNTY OF Monterey }

On June 12, 2012 before me, Denise A. Hancock, Notary Public, personally appeared Dave Potter, 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.
 (Seal)
Signature

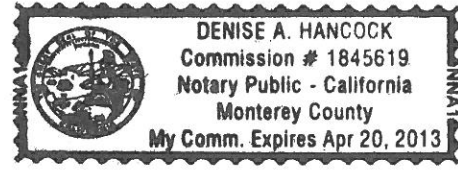


EXHIBIT A
TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS
EASEMENT DEED AND AGREEMENT

Grantor's Real Property

Real property in the unincorporated area of the County of Monterey, State of California,
described as follows:

[ATTACH LEGAL DESCRIPTION OF ZONES THROUGH WHICH THE ROAD GOES]

EXHIBIT A

LEGAL DESCRIPTION

Certain real property described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227.

EXCEPTING THEREFROM certain real property described in the Grant Deed from The Big Sur Land Trust, a California nonprofit benefit corporation, to County of Monterey, a political subdivision of the State of California, filed for record November 23, 2010 in the Office of the County Recorder of said County and State in Document No. 2010069107.

ALSO EXCEPTING THEREFROM that portion of said real property, approximately 113.23 acres, more or less, situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.& M., County of Monterey, State of California, more particularly described as follows:

BEGINNING AT a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
- 6.) North 37°44'49" West, 160.64 feet to a ½" rebar ; thence
- 7.) North 73°01'28" West, 111.29 feet to a ½" rebar; thence
- 8.) North 61°59'22" West, 77.85 feet to a ½" rebar; thence
- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence

- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
- 12.) North 26°01'29" West, 89.61 feet to a ½" rebar; thence westerly, along and 12.5 feet, more or less, southerly from the centerline of an existing dirt road
- 13.) North 86°42'58" West, 34.84 feet ; thence
- 14.) North 71°33'48" West, 210.94 feet ; thence
- 15.) North 66°27'53" West, 119.70 feet ; thence
- 16.) North 73°36'53" West, 85.88 feet ; thence
- 17.) North 63°11'35" West, 143.50 feet ; thence
- 18.) North 50°19'00" West, 68.26 feet to a ½" rebar; thence
- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
- 22.) North 68°39'22" West, 112.62 feet ; thence
- 23.) South 86°08'44" West, 67.78 feet ; thence
- 24.) North 86°40'47" West, 80.32 feet ; thence
- 25.) South 86°35'51" West, 114.17 feet ; thence
- 26.) North 83°14'02" West, 343.53 feet ; thence
- 27.) South 84°13'04" West, 38.35 feet ; thence
- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
- 33.) North 75°02'20" West, 196.47 feet ; thence
- 34.) North 81°41'10" West, 138.49 feet ; thence

- 35.) North 71°18'50" West, 503.76 feet ; thence
- 36.) North 77°36'43" West, 94.87 feet ; thence
- 37.) North 57°28'11" West, 19.61 feet to a ½" rebar; thence
- 38.) North 46°55'15" West, 52.66 feet ; thence
- 39.) North 14°54'14" West, 144.22 feet ; thence
- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
- 43.) North 68°12'10" West, 366.78 feet to a ½" rebar; thence
- 44.) North 68°24'20" West, 194.07 feet to a ½" rebar; thence
- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

EXHIBIT B

**TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS
EASEMENT DEED AND AGREEMENT
Grantee's Real Property**

Real property in the unincorporated area of the County of Monterey, State of California,
described as follows:

[ATTACH LEGAL DESCRIPTION OF ZONE 1]

EXHIBIT B

LEGAL DESCRIPTION

Certain real property situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.&M., County of Monterey, State of California, being a portion of Parcel I and Parcel III, as said parcels are so designated and described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227, said real property being more fully described as follows:

BEGINNING AT a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
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- 8.) North 61°59'22" West, 77.85 feet to a ½" rebar; thence
- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence
- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
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- 13.) North 86°42'58" West, 34.84 feet ; thence

- 14.) North 71°33'48" West, 210.94 feet ; thence
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- 17.) North 63°11'35" West, 143.50 feet ; thence
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- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
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- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
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- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
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- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

EXHIBIT C

**TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS
EASEMENT DEED AND AGREEMENT**

Easement Map & GPS Points

[ATTACH EASEMENT MAP & GPS POINTS]

Exhibit C. Administrative and Emergency Purpose Access Easement

BSLT Water System Road Easement

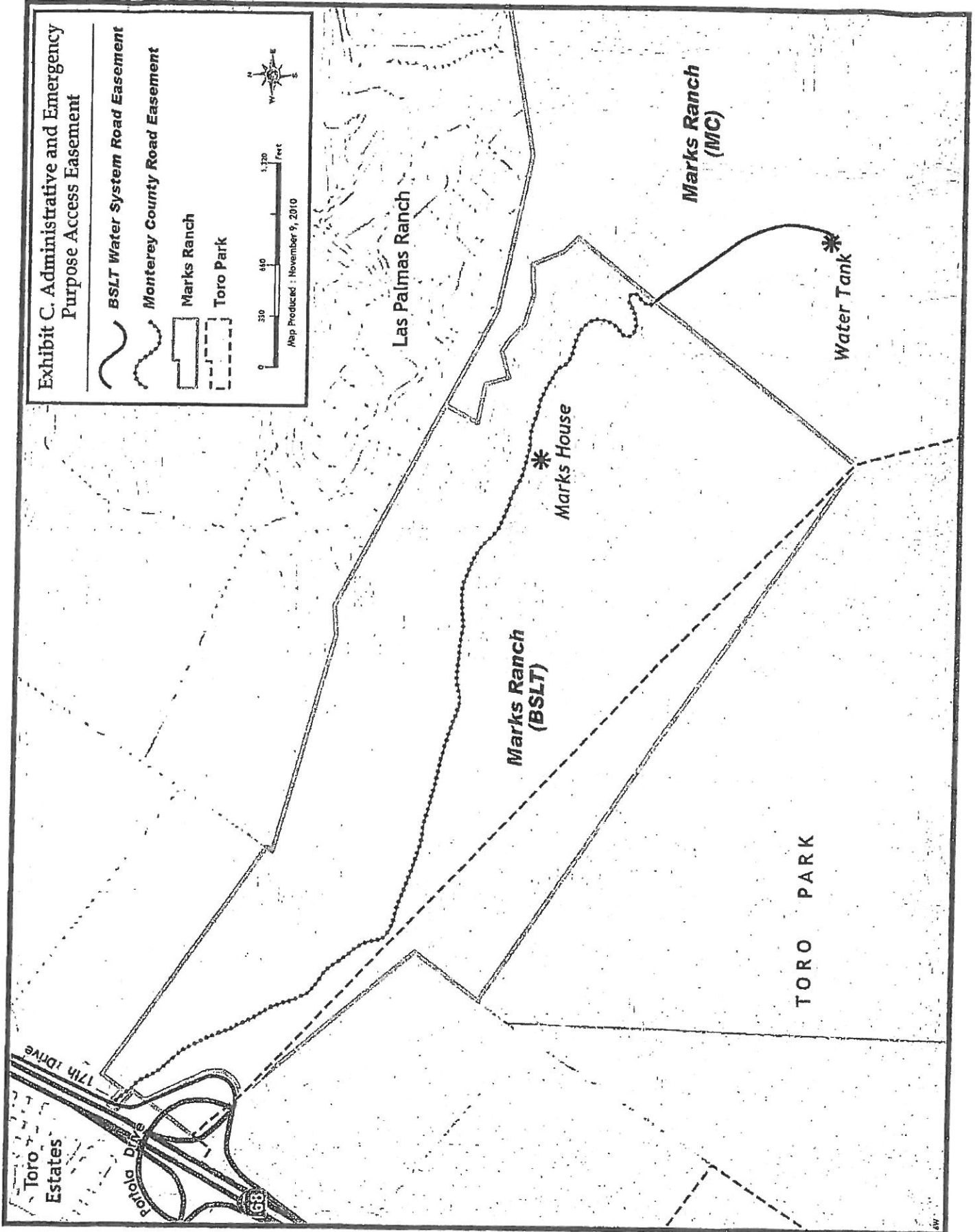
Monterey County Road Easement

Marks Ranch

Toro Park



Map Produced : November 9, 2010



Toro Estates

Toro Drive

Toro Drive

68

Las Palmas Ranch

Marks Ranch (BSLT)

Marks House

Marks Ranch (MC)

TORO PARK

Water Tank

EXHIBIT C. ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS
EASEMENT

GPS Points – description of access easement location

An access easement strip of land of the uniform width of 16 feet wide extending from the northwesterly boundary of said lands at 17th Drive (see attached map) beginning at

36.607981, -121.692123, more or less,

and travelling southeasterly to the terminus located at the property line of the County of Monterey and the Big Sur Land Trust (Junction of Zones 1 & 4) located at

36.599103, -121.674173, more or less,

and lying 8 feet to either side of line which follows the unimproved dirt path and begins starting at the property line located at

36.607981, -121.692123,

for a width of eight (8) feet to either side of a line traveling in a southerly and easterly and eventually uphill direction along and through the following points:

36.607424, -121.691555
36.606903, -121.691018
36.606003, -121.690396
36.605210, -121.689854
36.604672, -121.689559
36.604323, -121.689001
36.603669, -121.688422
36.603376, -121.688315
36.603294, -121.688197
36.602829, -121.686239
36.602786, -121.685842
36.602592, -121.684769
36.602247, -121.683176
36.602235, -121.682977
36.602310, -121.682631
36.602228, -121.681392
36.602260, -121.680437
36.601929, -121.679592
36.601823, -121.679466
36.601673, -121.679187
36.601530, -121.678771
36.601418, -121.678353
36.601272, -121.677876

along the north side of the structures and continuing

36.601190, -121.677323
36.601177, -121.676982
36.600996, -121.676258
36.600803, -121.675754

through the gate and around the southern edge of the fountain and continuing

36.600762, -121.675671
36.600628, -121.675580
36.600559, -121.675483

following around to the north and then around the south of the structure along the existing serpentine path and continuing generally

36.600434, -121.674995
36.600327, -121.674719
36.600167, -121.674576
36.600049, -121.674544
36.599844, -121.674625
36.599722, -121.674716
36.599642, -121.674855
36.599556, -121.674936
36.599493, -121.674909
36.599424, -121.674794
36.599405, -121.674619
36.599427, -121.674399
36.599536, -121.674096
36.599541, -121.674043
36.599506, -121.673978

through and to the end of the serpentine section and continuing

36.599420, -121.673954
36.599319, -121.674083
36.599261, -121.674155
36.599218, -121.674174
36.599166, -121.674179
36.599117, -121.674153
36.599011, -121.674040
36.599103, -121.674173

To the terminus point of the easement at the property line.

Recording requested by, when
recorded mail to:

The County of Monterey
Parks Department Administration
855 East Laurel Drive
Salinas, California 93905

Pedestrian Easement Agreement

EXEMPT FROM RECORDING FEES UNDER GOV'T CODE SECS. 6103 AND 27383; RECORDING FOR
BENEFIT OF POLITICAL SUBDIVISION OF THE STATE.

THIS PEDESTRIAN EASEMENT AGREEMENT ("Easement Agreement") dated as of
June 12, 2022 (the "Easement Date") is by and between THE BIG SUR LAND TRUST,
a California nonprofit public benefit corporation ("BSLT") and the County of Monterey, a
political subdivision of the State of California ("County").

Article I. Background

1.01 Property

BSLT is the sole owner in fee simple of the property described in Exhibit A (Servient Tenement). The County owns adjacent property described in Exhibit B (Dominant Tenement).

1.02 Easement Objectives

Due to the lay of the land the County desires an easement to allow members of the public using Dominant Tenement to traverse an approximately one-half mile section of an existing unpaved road located on the Servient Tenement for ingress and egress between Point A and Point B located on the Dominant Tenement (the "Easement Objectives") as said Point A and Point B are shown on the Easement Map as defined below.

1.03 Easement; Easement Map

The Easement is located over and upon the existing unpaved road on the Servient Tenement as shown on the map attached as Exhibit C ("Easement Map").

Article II. Grant of Easement

2.01 Grant of Nonexclusive Easement

BSLT hereby grants and conveys to County its successors and assigns a nonexclusive easement over and across the identified section of the existing dirt road located on the Dominant Tenement for pedestrian use as described in the Easement Objectives, subject to the limitations and reserved rights of BSLT set forth in this Agreement ("Easement"). Said grant does not include any right to pave the surface of the road.

2.02 Limitation on Activities and Uses

(a) Use

The Easement shall be used for the Easement Objectives and for no other purpose. The Easement, and use thereof by County and the public under this Easement, is subject and subordinate to all preexisting rights over and upon the road. County shall ensure that County and public use under this Easement is restricted to only that portion of the road described in this Easement.

(b) Improvements

All designs and plans for improvements and all improvements, including without limitation signs, safety, drainage or surface improvements, must be approved in advance by BSLT. Any improvements constructed along the existing unpaved road, whether on County land or BSLT land shall not undermine the integrity of said road.

(c) Maintenance

All costs of ordinary repair and maintenance of the road within the Easement shall be shared equally between the parties, unless otherwise agreed by the parties in a separate Road Maintenance Agreement.

(d) Signs; Safety

The County may, at its sole cost and expense, install safety improvements, including without limitation drainage outlets and turn-outs, and signs to mark the Easement route, to provide information regarding applicable time, place, and manner restrictions, to provide for public safety and for interpretive purposes. All such improvements and signage must be approved by BSLT in advance, which approval shall not be unreasonably withheld. BSLT reserves the right to require additional signage or other improvements (such as a signal) beyond that which may be installed by County and to require the County to pay for same.

(e) Construction

County shall have temporary vehicular access to, over and upon the Easement for purposes of installing signs and other improvements permitted herein. All such access must be coordinated with and approved by BSLT in advance which approval shall not be unreasonably withheld, it being understood that such temporary construction access must not unreasonably conflict with BSLT's use of the road in connection with BSLT's scheduled programs or activities on its adjacent property. County hereby agrees to indemnify, defend and hold harmless BSLT from and against any and all loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense whatsoever arising out of or in any way connected with the acts or omissions of County or its agents, contractors, consultants, engineers, or representatives in connection with such access. Upon

the request of either party, the parties will execute and record a temporary construction easement in accordance with this paragraph

(f) Damage

Any damage arising from County's construction activities or County's use, or the public's use of the Easement must be restored as soon as reasonably feasible at County's costs and expense.

2.03 Reserved Rights of BSLT

The easement granted to County under this Agreement is nonexclusive. BSLT reserves all rights not expressly granted herein. BSLT shall continue to have the right to enter and use the Easement for any purpose including, without limitation, the following rights:

(a) BSLT Access

BSLT, and its trustees, employees, agents, contractor's, guests, and invitees may enter the Easement by vehicle or by any other means.

(b) BSLT's Enforcement Rights

BSLT reserves the right to take any action permitted under law to remove from the Easement persons entering the Easement for purposes other than those set forth in the Easement Objectives.

Article III. Other Legal Matters

3.01 Costs and Responsibilities

County and BSLT shall share the costs and responsibility associated with maintaining the Easement in proportion with their respective use of the Easement.

3.02 Immunity or Limited Liability under Applicable Law

Nothing in this Agreement limits the ability of BSLT or County to avail itself of the protections offered by any applicable law affording immunity or limited liability to BSLT or County.

3.03 Indemnity

County will defend, indemnify and hold harmless BSLT from and against any loss, damage, cost, liability or expense of any kind arising out of, resulting from, or in any way connected with County's or the public's use (including use by an employees, contractors, tenants, guests, invitees or licensees associated with the County) of the Easement.

Article IV. Miscellaneous

4.01 Governing Law

The interpretation and performance of this Easement shall be governed by the laws of the State of California.

4.02 Assignment

This Easement may not be assigned without the written approval of BSLT.

4.03 Binding Agreement on Successors

This Agreement is a servitude running with the land binding upon the parties and their respective successors and assigns.

4.04 Incorporation by Reference

Each exhibit referred to in this Agreement is incorporated into this Agreement by this reference.

4.05 Amendments

Any amendment must be in writing and signed by the parties.

4.06 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

4.07 Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

4.08 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

4.09 Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, underwritings, or agreements relating to the Easement, all of which are merged herein.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the undersigned BSLT and County, by their respective duly authorized representatives, have signed and delivered this Pedestrian Easement Agreement as of the Agreement Date.

County: The County of Monterey, a Political subdivision of the State Of California

By: Dave Potter
(signature)

Print Name: DAVE Potter
Title: Chair, Board of Supervisors

BSLT: THE BIG SUR LAND TRUST, a California nonprofit public benefit corporation

By: William H. Leahy II
(signature)

Print Name: William H. Leahy II
Title: Executive Director

May 10, 2012

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of MONTEREY) ss.

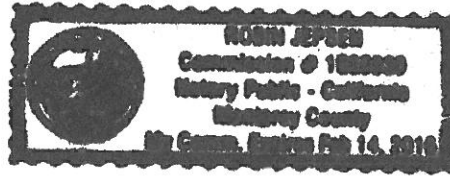
On MAY 10, 2012, before me, ROBIN JENSEN,
Notary Public, personally appeared WILLIAM H. LEAHY II

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 [Handwritten Signature]



State of California)
County of Monterey) ss.

On June 12, 2012, 2012, before me, Denise A. Hancock,
Notary Public, personally appeared Dane Potter

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 Denise A. Hancock

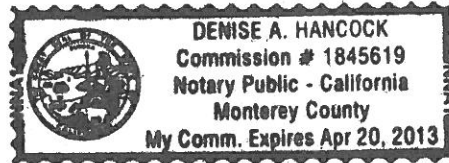


EXHIBIT A

[Attach Copy of Legal description of Servient Tenement]

EXHIBIT A

LEGAL DESCRIPTION

Certain real property described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227.

EXCEPTING THEREFROM certain real property described in the Grant Deed from The Big Sur Land Trust, a California nonprofit benefit corporation, to County of Monterey, a political subdivision of the State of California, filed for record November 23, 2010 in the Office of the County Recorder of said County and State in Document No. 2010069107.

ALSO EXCEPTING THEREFROM that portion of said real property, approximately 113.23 acres, more or less, situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.& M., County of Monterey, State of California, more particularly described as follows:

BEGINNING AT a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
- 6.) North 37°44'49" West, 160.64 feet to a ½" rebar ; thence
- 7.) North 73°01'28" West, 111.29 feet to a ½" rebar; thence
- 8.) North 61°59'22" West, 77.85 feet to a ½" rebar; thence
- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence

- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
- 12.) North 26°01'29" West, 89.61 feet to a ½" rebar; thence westerly, along and 12.5 feet, more or less, southerly from the centerline of an existing dirt road
- 13.) North 86°42'58" West, 34.84 feet ; thence
- 14.) North 71°33'48" West, 210.94 feet ; thence
- 15.) North 66°27'53" West, 119.70 feet ; thence
- 16.) North 73°36'53" West, 85.88 feet ; thence
- 17.) North 63°11'35" West, 143.50 feet ; thence
- 18.) North 50°19'00" West, 68.26 feet to a ½" rebar; thence
- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
- 22.) North 68°39'22" West, 112.62 feet ; thence
- 23.) South 86°08'44" West, 67.78 feet ; thence
- 24.) North 86°40'47" West, 80.32 feet ; thence
- 25.) South 86°35'51" West, 114.17 feet ; thence
- 26.) North 83°14'02" West, 343.53 feet ; thence
- 27.) South 84°13'04" West, 38.35 feet ; thence
- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
- 33.) North 75°02'20" West, 196.47 feet ; thence
- 34.) North 81°41'10" West, 138.49 feet ; thence

- 35.) North 71°18'50" West, 503.76 feet ; thence
- 36.) North 77°36'43" West, 94.87 feet ; thence
- 37.) North 57°28'11" West, 19.61 feet to a ½" rebar; thence
- 38.) North 46°55'15" West, 52.66 feet ; thence
- 39.) North 14°54'14" West, 144.22 feet ; thence
- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
- 43.) North 68°12'10" West, 366.78 feet to a ½" rebar; thence
- 44.) North 68°24'20" West, 194.07 feet to a ½" rebar; thence
- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

EXHIBIT B

[Attach Copy of Legal Description of Dominant Tenement]

EXHIBIT B

LEGAL DESCRIPTION

Certain real property situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.&M., County of Monterey, State of California, being a portion of Parcel I and Parcel III, as said parcels are so designated and described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227, said real property being more fully described as follows:

BEGINNING AT a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
- 6.) North 37°44'49" West, 160.64 feet to a ½" rebar ; thence
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- 8.) North 61°59'22" West, 77.85 feet to a ½" rebar; thence
- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence
- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
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- 13.) North 86°42'58" West, 34.84 feet ; thence

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- 15.) North 66°27'53" West, 119.70 feet ; thence
- 16.) North 73°36'53" West, 85.88 feet ; thence
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- 18.) North 50°19'00" West, 68.26 feet to a ½" rebar; thence
- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
- 22.) North 68°39'22" West, 112.62 feet ; thence
- 23.) South 86°08'44" West, 67.78 feet ; thence
- 24.) North 86°40'47" West, 80.32 feet ; thence
- 25.) South 86°35'51" West, 114.17 feet ; thence
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- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
- 33.) North 75°02'20" West, 196.47 feet ; thence
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- 35.) North 71°18'50" West, 503.76 feet ; thence
- 36.) North 77°36'43" West, 94.87 feet ; thence
- 37.) North 57°28'11" West, 19.61 feet to a ½" rebar; thence

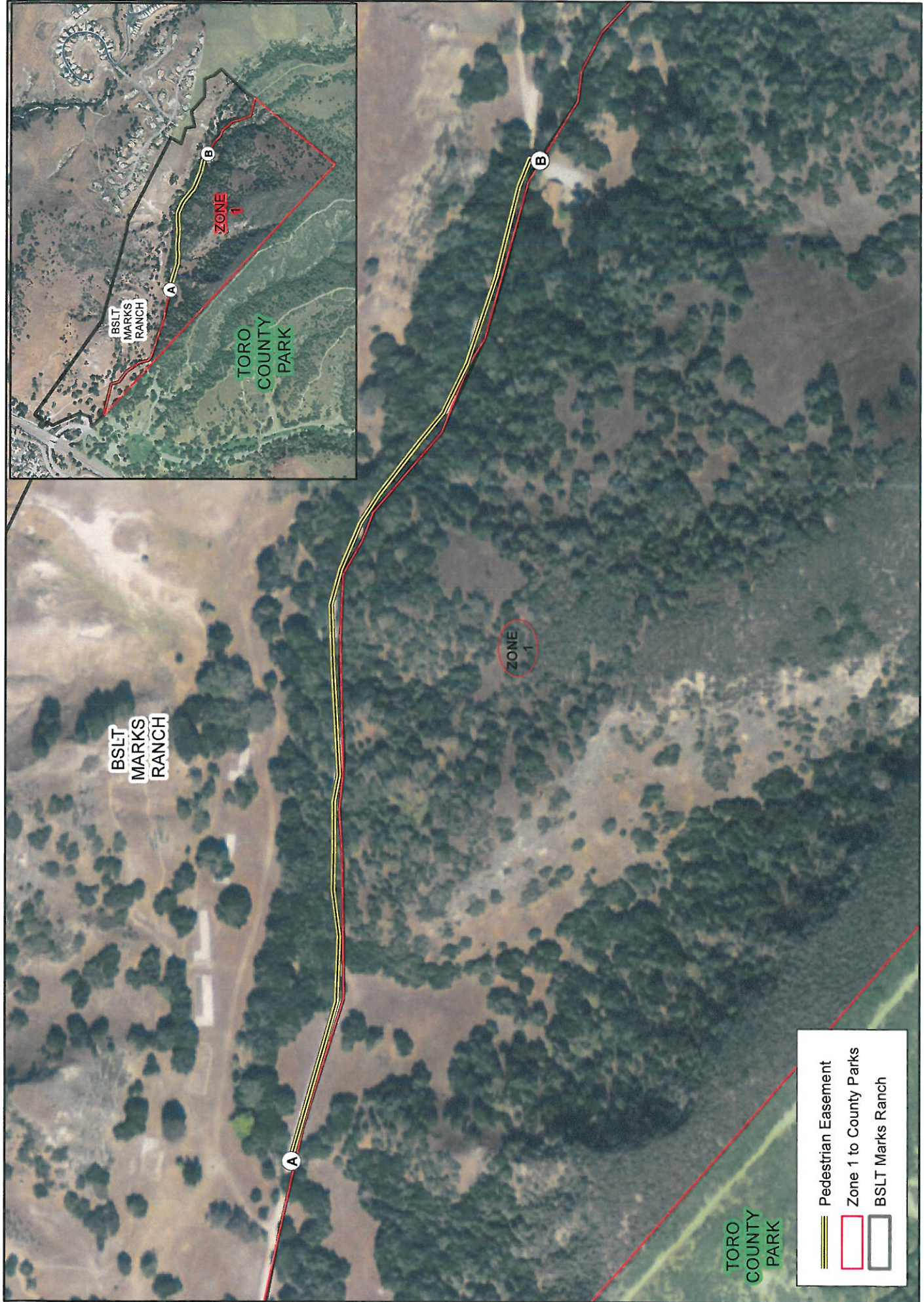
- 38.) North 46°55'15" West, 52.66 feet ; thence
- 39.) North 14°54'14" West, 144.22 feet ; thence
- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
- 43.) North 68°12'10" West, 366.78 feet to a ½" rebar; thence
- 44.) North 68°24'20" West, 194.07 feet to a ½" rebar; thence
- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

EXHIBIT C

[Attach Easement Map]

Exhibit C. Pedestrian Easement



	Pedestrian Easement
	Zone 1 to County Parks
	BSLT Marks Ranch

TORO COUNTY PARK

BSLT MARKS RANCH

TORO COUNTY PARK

ZONE 1

ZONE 1

0 0.05 0.1 0.2 Miles

